The City of

Boynton Beach

City Commission Agenda

Tuesday, July 5, 2022, 4:15 PM

GoToWebinar Online Meeting and City Hall Commission Chambers, 100 E. Ocean Avenue

Boynton Beach City Commission

Mayor Ty Penserga (At Large)
Vice Mayor Angela Cruz (District I)
Commissioner Woodrow L. Hay (District II)
Commissioner Thomas Turkin (District III)
Commissioner Aimee Kelley (District IV)

James Stables, Interim City Manager
Michael Cirullo, City Attorney
Maylee DeJesús, City Clerk

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

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

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

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

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

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

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

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

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

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. Watch the meeting online, but not participate:

You may watch the meeting via the GoToWebinar platform. Visit the City's website at www.boynton-beach.org to access the up-to-date link to the meeting.

2. Watch the meeting online and provide public comment during the meeting:

To request to speak during the meeting, you can electronically "raise your hand" or type a question using the GoToWebinar platform. The meeting moderator will announce when it is your turn to speak or have your question addressed. Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

For additional information or for special assistance prior to the meeting, please contact Crystal Gibson, City Clerk, at cityclerk@bbfl.us or (561) 742-6061.

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1. Openings

A. Call to Order - Mayor Ty Penserga

Roll Call

Closed Door Session
Pursuant to Section 286.011(8), Florida Statutes, the City Attorney requested a private attorney-client session of the City Commission to discuss the following case:

CITY OF BOYNTON BEACH, a Florida municipal corporation, Plaintiff, vs. JKM BTS CAPITAL, LLC, Defendant - Palm Beach County Circuit Court
Case Number: 50-2020CA012780-XXXX-MB

In attendance will be the City Attorney Michael Cirullo, Special Litigation Counsel Thomas Baird, Interim City Manager Jim Stables, a Court Reporter, the Mayor and City Commission. Some participants may attend telephonically or by communications media technology (CMT). Approximately 90 minutes will be needed.

Invocation by Pastor Amalie Ash, First Presbyterian Church

Pledge of Allegiance to the Flag led by Vice Mayor Angela Cruz

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. Other

A. Informational items by the Members of the City Commission.

3. Announcements, Community And Special Events And Presentations

A. Announcement regarding the Economic Development Plan Public Input Meeting on July 18, 2022.

B. Mayor Penserga to present a Certificate of to Achievement to Daneja Forrest, who graduated from Smart Horizon's Career Online High School Program, offered by the Boynton Beach City Library.

C. Proclaim the month of July 2022 as Parks & Recreation Month. Kacy Young, Recreation and Parks Director, will accept the proclamation.

4. Public Audience

Individual Speakers Will Be Limited To 3 Minute Presentations (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. Administrative

6. Consent Agenda

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

A. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities under $100,000 as described in the written report for July 5, 2022 -

"Request for Extensions and/or Piggybacks."

B. **Proposed Resolution No. R22-089** - Authorize Mayor to sign the Florida Department of Transportation's (FDOT's) Local Funded Agreement, Three Party Escrow Agreement, and FDOT Highway Maintenance Memorandum of Agreement.

C. **Proposed Resolution No. R22- 090 -** Approve and authorize the Mayor to sign the Parking Lease Agreement between the Boynton Beach Community Redevelopment Agency and BB QOZ, LLC (Affiliated Development, LLC) as a joinder party for 150 public parking spaces.

D. Approve the request for the Release of Declaration of Unity of Title previously placed on parcels located at the southeast corner of NE 2nd Street and NE 11th Avenue, in connection with the previous approval of a Unity of Control instrument on property approved for a duplex for a Habitat for Humanity project.

E. **Proposed Resolution No. R22-091 -** Authorize the Mayor to sign an Access Easement and Maintenance Agreement with Publix Super Markets, Inc. to allow for the provision of a landscape buffer on City property located north of and adjacent to 5500 Park Ridge Boulevard.

F. **Proposed Resolution No. R22-092** - Approve and authorize the Interim City Manager to sign Amendment No. 1 to Grant Agreement No. 22RRE09 with the Florida Department of Environmental Protection (FDEP) for the Coastal Resilience Partnership of Southeast Palm Beach County Vulnerability Assessment Update.

G. **Proposed Resolution No. R22-093** - Authorize the Mayor to sign a Resilient Florida Planning Grant application, enter into an agreement with the Florida Department of Environmental Protection (FDEP), and approve any time extensions required to conduct a Critical Shoreline Infrastructure Vulnerability Assessment and Adaptation Action Plan for a reimbursement amount of up to $325,000.

H. Approve the purchase of two (2) replacement vehicles that were approved in the FY21-22 budget, two (2) new vehicles for Development for an estimated amount of $45,384.00 by utilizing the Florida Sheriffs Association, FSA20-VEL28.0.

I. Approve minutes from the June 7, 2022 City Commission Meeting, and the June 21, 2022 City Commission Meeting.

7. <u>Consent Bids And Purchases Over $100,000</u>

A. Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for July 5, 2022 - "Request for Extensions and/or Piggybacks."

B. **Proposed Resolution No. R22-094** - Approve the ranking as recommended by the Evaluation Committee and authorize the Interim City Manager to sign a Professional Services Agreement with Origami Risk LLC, of Chicago, IL as result of RFP No. RM22-007 in the amount of $195,495.00 for the first two (2) years of the Risk Management Information System (RMIS).

C. **Proposed Resolution No. R22-095 -** Authorize the City Manager to sign a three (3) year agreement with Command Counseling Center, LLC. for First Responders Support Services, with a not to exceed $150,000.00 per year. These services are not subject to the competitive solicitation requirements per Florida Statute 287.057.

D. Award Task Order No. F-07-2022, Memorial Park Fencing, part of Bid No. 028-2511-20/RW for Minor Construction Services and authorize the issuance of a purchase order to Homrich Corp of Lake Worth, FL as the lowest responsive, responsible bidder for the amount of $183,000.

8. <u>Public Hearing</u>

6 p.m. or as soon thereafter as the agenda permits.

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

Agency and City Commission.

A. Approve request for Master Plan Modification (MPMD 22-001) for Shalimar at Boynton Beach to establish project density and intensity, maximum building heights, land use distribution, and vehicle pedestrian circulation design. Applicant: Rene Gutierrez, TM Residential LLC.

Approve request for New Major Site Plan (NWSP 22-001) for Shalimar at Boynton Beach to allow the construction of a mixed-use development consisting of 250 residential units, two (2) 2,150 square foot retail buildings, a 9,850 square foot clubhouse, and associated site improvements. Applicant: Rene Gutierrez, TM Residential LLC.

(Tabled from the April 19, 2022 and May 17, 2022 City Commission meetings.)

B. **Proposed Resolution No. R22-088 -** Approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with BB QOZ, LLC (Affiliated Development, LLC) for the development of the 115 North Federal Highway infill mixed use project for a purchase price less than fair market value.

9. City Manager's Report - None

10. Unfinished Business

A. As requested by the City Commission, Human Resources will provide an update on the City Manager Search process.

11. New Business - None

12. Legal

A. **Proposed Ordinance No. 22-016 - Second Reading** - an Ordinance of the City of Boynton Beach, Florida; amending Chapter 18, Article IV, Pensions for Firefighters; amending Section 18-180.2 of the City Code governing Firefighter Pension COLA; amending Section 18-194(b) regarding the Firefighter DROP program; providing for inclusion in the code; providing for severability; providing for a repealer; and providing for an effective date.

13. Future Agenda Items

A. Commission discussion on staff research of legal options to help mitigate rental prices and tenant rights, requested by Mayor Penserga. **- TBD**

B. Discussion on the Red Light Camera Program requested by Commissioner Turkin. **- TBD**

C. Discussion on observing Juneteenth as a City holiday, requested by Commissioner Hay. **- TBD**

D. Discuss a potential park in Leisureville, requested by Vice Mayor Cruz. **- TBD**

14. Adjournment

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The city shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the city. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the city to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the city's web site. Information regarding items added to the agenda after it is published on the city's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission:
Call to Order - Mayor Ty Penserga

Roll Call

Closed Door Session
Pursuant to Section 286.011(8), Florida Statutes, the City Attorney requested a private attorney-client session of the City Commission to discuss the following case:

CITY OF BOYNTON BEACH, a Florida municipal corporation, Plaintiff, vs.
JKM BTS CAPITAL, LLC, Defendant - Palm Beach County Circuit Court
Case Number: 50-2020CA012780-XXXX-MB

In attendance will be the City Attorney Michael Cirullo, Special Litigation Counsel Thomas Baird, Interim City Manager Jim Stables, a Court Reporter, the Mayor and City Commission. Some participants may attend telephonically or by communications media technology (CMT). Approximately 90 minutes will be needed.

Invocation by Pastor Amalie Ash, First Presbyterian Church

Pledge of Allegiance to the Flag led by Vice Mayor Angela Cruz

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Informational items by the Members of the City Commission.

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Announcement regarding the Economic Development Plan Public Input Meeting on July 18, 2022.

Explanation of Request: The City has contracted Florida International University to develop an Economic Development Plan that will identify strategies, initiatives, and projects to support and grow the City's local economy. A Public Input Meeting will be held on Monday, July 18, 2022 at 5:30 p.m. in the Commission Chambers at City Hall with a virtual option to join via GoToWebinar.

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan: Building Wealth in the Community

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Mayor Penserga to present a Certificate of to Achievement to Daneja Forrest, who graduated from Smart Horizon's Career Online High School Program, offered by the Boynton Beach City Library.

Explanation of Request: Acknowledge the achievement of Daneja Forrest successfully earning a high school diploma from Smart Horizons through the Boynton Beach City Library's Career Online High School Program.

How will this affect city programs or services? Celebrating this achievement will help bring awareness of this free program and encourage other potential students to participate in the program.

Fiscal Impact: This program was paid for through State of Florida funding, through the Florida State Division of Library and Information Services.

Alternatives: None

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Certificate of Achievement

Certificate of Achievement

THIS ACKNOWLEDGES THAT

Daneja Forrest

HAS BEEN RECOGNIZED FOR THE OUTSTANDING ACHIEVEMENT OF SUCCESSFULLY COMPLETING THE CAREER ONLINE HIGH SCHOOL PROGRAM SPONSORED BY THE BOYNTON BEACH CITY LIBRARY

TY PENSERGA, MAYOR
CITY OF BOYNTON BEACH, FLORIDA

JULY 7, 2022

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission:
Proclaim the month of July 2022 as Parks & Recreation Month. Kacy Young, Recreation and Parks Director, will accept the proclamation.

Explanation of Request: July is National Parks & Recreation Month designated by the U.S. House of Representatives.

How will this affect city programs or services? No impact.

Fiscal Impact: N/A

Alternatives: N/A

Strategic Plan: High Performing Organization

Strategic Plan Application: Recognizing the Recreation & Parks Department and the available recreation opportunities the Department offers to residents and visitors.

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Proclamation	Proclamation-Rec & Parks Month

City of Boynton Beach

Proclamation

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Boynton Beach, and our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of the City of Boynton Beach; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of the City and parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Boynton Beach recognizes the benefits derived from parks and recreation resources;

NOW THEREFORE, I Ty Penserga, Mayor of the City of Boynton Beach, do hereby proclaim and extend greetings and best wishes to all observing July Two Thousand Twenty-Two as:

PARKS AND RECREATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 5th day of July Two Thousand Twenty-Two.

_____
Ty Penserga, Mayor

ATTEST:

_____
Maylee De Jesus, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities under $100,000 as described in the written report for July 5, 2022 - "Request for Extensions and/or Piggybacks."

Explanation of Request:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Henry Schein Medical	Medical Supplies	State of Florida Contract No. 42000000-18-ACS	June 26, 2022 - June 25, 2023	Annual Estimated Expenditure $95,000

How will this affect city programs or services?
This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact:
Funds have been budgeted under line items as noted on the attached report.

Alternatives: Not approve renewals and require new solicitations to be issued.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Bid Extensions and Piggy-Backs under $100,000
🗋	Attachment	Renewal - Henry Schein Medical - 2022-2023

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS UNDER $100,000
July 5, 2022

REQUESTING DEPARTMENT: ***Materials and Distribution***
DEPARTMENT CONTACT: ***Michael Dauta***
TERM: ***June 26, 2022 thru June 25, 2023***

SOURCE FOR PURCHASE: ***Piggyback State of FL Contract 42000000-18-ACS***

ACCOUNT NUMBER: ***502-0000-141-0100***
VENDOR(S): ***Henry Schein Medical***
ANNUAL ESTIMATE: ***$95,000***

DESCRIPTION:
On 5-18-2021, City Commission approved the renewal for the utilization of the State of Florida Contract for Medical Supplies. The vendor has agreed to renew the Contract for the one-year renewal option thru June 25, 2023.

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AMENDMENT NO. 4 To the Medical Supplies Contract No. 42000000-18-ACS MPA FOR MMCAP INFUSE
AGREEMENT NO. MMS18016

THIS AMENDMENT NO. 4 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Florida, Department of Management Services (**"Department", "Member" or "Florida DMS"**) and Henry Schein Medical, a division of Henry Schein, Inc. a corporation with an address of 135 Duryea Road, Melville, NY 11747 (**"Vendor"** or **"Contractor"**) collectively referred to as the **"Parties"** and MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**") regarding the Member Participation Agreement for 42000000-18-ACS ("**MPA**" or "**Contract**").

RECITALS

WHEREAS, Member and Vendor desires to amend the MPA for MMCAP Contract No. MMS18016 ("**Master Agreement**"); and

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the Parties agree as follows:

Modifications

Revision 1: The Parties agreed that the Contract may be amended by mutual agreement as provided under the "Term" of the MPA:

The Contract is renewed for a period one year pursuant to the same terms and conditions, except as amended herein, with a new Contract expiration date of June 25, 2023.

Revision 2: The following will be added to the Section "Scope" of the MPA:

For the purposes of this MPA the following will apply:

1. All references to "State" will equate to the State of Florida.
2. All references to "supplier" will equate to Contractor or Vendor.

Revision 3: The Parties agree to the following amended terms under the "Additional Terms" of the MPA:

- Paragraph 4, Florida Transaction Fees, is deleted in its entirety and replaced with the following:

4. Florida Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State of Florida. Member understands that the Vendor will adjust pricing in the Master Agreement and/or amend the discounts the Vendor provides to Florida Facilities to reflect the Florida Transaction Fee.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Member understands that the Vendor will adjust pricing in the Agreement and/or amend the discounts the Vendor provides to for Florida Facilities to reflect the Florida Transaction Fee. Vendors will submit any monthly reports required pursuant to the rule. All such reports and

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payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

- Paragraph 5, Punch-out Catalog and Electronic Invoicing, is deleted in its entirety and replaced with the following:

5. MFMP Punchout Catalog and Electronic Invoicing.
The Contractor is required to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site, and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the non-exclusive, revocable right and license to use, reproduce, transmit, distribute, and publicly display within MFMP solely for purposes of performing hereunder during the term hereof. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the non-exclusive, revocable right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies Vendor as the seller of the products made available by the Contractor under the Contract solely for purposes of performing hereunder during the term hereof.

- Paragraph 12(e), Public Records, is deleted in its entirety and replaced with the following:

e. 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 CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

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- Paragraph 15, Suspended, Convicted, and Discriminatory Vendor Lists, is deleted in its entirety and replaced with the following:

15. Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

- The follow is added as Paragraph 16:

16. Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business hereunder, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

- The following is added as Paragraph 17:

17. Modifications.
Any amendments to this MPA must be in writing and signed by the Parties and approved by MMCAP Infuse. If amendments are made to the Master Agreement after the effective date of this MPA, the Contractor shall notify the Florida DMS of such amendments within fifteen (15) calendar days of the Master Agreement being amended.

- The following is added as Paragraph 18:

18. Purchases off this Contract.
Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract, provided they are MMCAP Infuse members. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract and MMCAP Infuse's membership agreement.

- The follow is added as Paragraph 19:

19. Document Inspection
In accordance with section 216.1366, F.S., the Florida DMS is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Florida DMS determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Florida DMS within ten (10) Business Days after the request is made.

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- The following is added as Paragraph 20:

20. Purchases Prerequisites

Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

BY AND BETWEEN:

FOR THE MEMBER:
State of Florida
Department of Management Services

Signature: _____

Printed: _____

Title: _____

Date: _____

VENDOR: Henry Schein, Inc. on behalf of Henry Schein Medical

DocuSigned by:
Rob Herbert
762AFCB7DD1E4D4...

Signature: _____

Printed: Robert Herbert

Title: VP, U.S. Enterprise Operations

Date: 5/24/2022

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse
In accordance with Minn. Stat. § 16C.03, subd. 3

Printed: _____

Signature: _____ Date: _____

Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

Printed: _____

Signature: _____ Date: _____

DocuSign Envelope ID: FDB269F3-B6E1-43C6-8DFE-BF1BC563A270
DocuSign Envelope ID: 0D6F94CB-75C3-4B02-88C2-442FC2D35E01

- The following is added as Paragraph 20:

20. Purchases Prerequisites
Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

BY AND BETWEEN:

FOR THE MEMBER:
State of Florida
Department of Management Services

Signature: [signature]
Printed: J. Todd Inman
Title: Secretary
Date: 6/2/2022

VENDOR: Henry Schein, Inc. on behalf of Henry Schein Medical

Signature: DocuSigned by: Rob Herbert 762AFCB7DD1E4D4...
Printed: Robert Herbert
Title: VP, U.S. Enterprise Operations
Date: 5/24/2022

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse
In accordance with Minn. Stat. § 16C.03, subd. 3

Printed: James Babbitt
Signature: DocuSigned by: James Babbitt DDE5B1490A484FC... Date: 6/3/2022

Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

Printed: Robbin J Tschida
Signature: DocuSigned by: Robbin J Tschida C081B5019F8B4F8... Date: 6/3/2022

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Proposed Resolution No. R22-089 - Authorize Mayor to sign the Florida Department of Transportation's (FDOT's) Local Funded Agreement, Three Party Escrow Agreement, and FDOT Highway Maintenance Memorandum of Agreement.

Explanation of Request:
In 2018, the Boynton Beach Community Redevelopment Agency (CRA) was awarded a Federal Highway Administration Federal Lands Access Program (FLAP) Grant to redevelop Boynton Beach Blvd. (between NW 4th Street and US 1/Federal Highway), into a Complete Street. This award is for $631,530 of the $836,530 engineering design cost. The City was responsible for the balance of $205,000.

In June 2019, Commission authorized Resolution R19-064, which authorized the Florida Department of Transportation to proceed with the design, construction, and administration of the Boynton Beach Boulevard Complete Streets Project, between NW 3rd Street and Federal Highway (US 1).

In June 2020, Commission authorized:

- R20-044 to enter into a Locally Funded Agreement (LFA) with the FDOT for the payment of the City's portion of the design cost, and
- R20-045 to enter into a ILA with the CRA for the funding of the City's portion of the design ($250,000) and construction ($1 Million) costs.

Construction, and the City's portion of construction funding ($1,105,383), is scheduled for 2023. The funding, to be paid by the City, will be reimbursed by the CRA.

Prior to construction, FDOT requires the following agreements to be signed:

1. **State of Florida Department of Transportation Locally Funded Agreement** – This agreement documents the terms and condition regarding the construction cost of the project ($5,105,383) and the cost born by the City ($1,105,383).
2. **Three Party Escrow Agreement** – This document establishes an interest paying escrow account to receive and hold the funds paid by the City, to be used for the project.
3. **District Four Highway Maintenance Memorandum of Agreement** – This document informs the City that it will be responsible to:

- Co-sign environmental permit applications,
- Allow FDOT and it's Consultants access to install improvements on NW 3rd Street and Ocean Ave., and once installed the City will maintain those improvements, and
- Cooperate with FDOT, to the extent necessary, to accomplish utility relocations for this project.

How will this affect city programs or services? The project is in keeping with the City's Complete Streets and Vision Zero Plan and will help connect neighborhoods with Town Square, schools, retail, services, parks, and offices.

Fiscal Impact:
The funds for this project will be paid from 302-4103-580.63-15 (GG2005). The funds shall be reimbursed to

the City from the Boynton Beach CRA.

Alternatives:
Do not enter into the agreement and request the grant award be withdrawn.

Strategic Plan: Transportation and Mobility

Strategic Plan Application:
This project improves Boynton Beach Blvd, the main access road from I-95 to the Downtown area.

The approval of this item will assist in the furtherance of:
- Boynton Beach Greenways, Blueways and Trails Plan
- Boynton Beach CRA Plan
- Boynton Beach Climate Action Plan (CAP)

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving FDOT Agreements for Boynton Beach Blvd.
🗋	Attachment	Attachment 1 - Locally Funded Agreement
🗋	Attachment	Attachment 2 - 3 Party Escrow Agreement
🗋	Attachment	Attachment 3 - The FDOT's HMMOA (Agreement)
🗋	Resolution	Resolution No. R19-064
🗋	Resolution	Resolution No. R20-044
🗋	Resolution	Resolution No. R20-045

RESOLUTION NO. R22 -

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT'S) LOCAL FUNDED AGREEMENT, THREE PARTY ESCROW AGREEMENT, AND FDOT HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2018, the Boynton Beach Community Redevelopment Agency (CRA) was awarded a Federal Highway Administration Federal Lands Access Program (FLAP) Grant to redevelop Boynton Beach Blvd (between NW 4th Street and US 1/Federal Highway) into a Complete Street; and

WHEREAS, in June 2019, the City Commission authorized the Florida Department of Transportation to proceed with the design, construction, and administration of the Boynton Beach Boulevard Complete Streets Project, between NW 3rd Street and Federal Highway (US 1); and

WHEREAS, in June 2020, the City Commission approved a Locally Funded Agreement (LFA) and for the payment of the City's portion of the design cost; and

WHEREAS, the construction, and the City's portion of construction funding ($1,105,383) which will be reimbursed by the CRA, is scheduled for 2023; and

WHEREAS, prior to construction the FDOT requires the following agreements signed: State of Florida Department of Transportation Locally Funded Agreement, Three Party Escrow Agreement and District Four Highway Maintenance Memorandum of Agreement.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign the Florida Department of Transportation's (FDOT's) Local Funded Agreement, Three Party Escrow Agreement, and FDOT Highway Maintenance Memorandum of Agreement.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission

Section 2. That the City Commission of the City of Boynton Beach does hereby approve and authorize the Mayor to sign the Florida Department of Transportation's (FDOT's) Local Funded Agreement, Three Party Escrow Agreement, and FDOT Highway Maintenance Memorandum of Agreement, copies of which are attached hereto and incorporated herein as Exhibits A through C.

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

PASSED AND ADOPTED this ____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

(Corporate Seal)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this_____ day of_____ 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Boynton Beach located at 100 E. Ocean Avenue, Boynton Beach, Florida 33435, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT for construction work related to the DEPARTMENT's complete street improvements at various locations along Boynton Beach Blvd. from NW 3rd Street and US-1/Federal Highway in Palm Beach County, Florida. (Financial Management (FM) Number 444079-1-52-01, Funded in Fiscal Year 2023/2024); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: Removal of bike lanes, construction (installation) of sidewalk on north and south side of roadway, construct (install) new drainage inlets, installation of pedestrian signals, construct hardscape/decorative sidewalk, and installation of tree grates (Financial Management (FM) number 444079-1-52-01, Funded in Fiscal Year 2023/2024) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT, and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ dated the _____ day of _____ 20_____, a copy of which is attached hereto and made a part hereof, authorizes the Mayor, Vice-Mayor, or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.

3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys, and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.

5. The total cost of the Department's construction work and the Project is estimated to be FIVE MILLION ONE HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS ($5,105,383.00). The PARTICIPANT's share of the Project is an estimated amount of ONE MILLION ONE HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS ($1,105,383.00), which sum shall be paid to the DEPARTMENT.

   The difference between the total cost of the actual bid minus the DEPARTMENT's share is hereinafter defined as the "Total Project Cost". In the event the Total Project Cost is less than the funds provided, the difference will be refunded to the PARTICIPANT. In the event the Total Project Cost, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

   (A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of ONE MILLION ONE HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS ($1,105,383.00) towards the Project Costs.

   In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

   Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 444079-1-52-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 444079-1-52-01.

   Payment shall be mailed to:
   Florida Department of Transportation
   Office of Comptroller
   General Accounting Office, LFA Section
   605 Suwannee Street, MS 42B
   Tallahassee, Florida 32399

   In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT – K 11-78, Financial project #444079-1-52-01

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Tia Parnell at 850-414-4886. In addition to calling Ms. Parnell, the PARTICIPANT will send an email notification to Leos Kennedy at leos.kennedy@dot.state.fl.us stating the day and time the wire transfer was sent.

(B) If the Project costs are in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

(C) If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT 's payment for the accepted bid amount plus allowances if such refund is requested by the PARTICIPANT in writing. If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT 's payment for the accepted bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.

(D) Should Project modifications occur that increase the PARTICIPANT's payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.

(E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

(F) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.,* on any invoice not paid within forty (40) calendar days until the invoice is paid.

(G) Upon receipt of payment, from the PARTICIPANT to the DEPARTMENT, the DEPARTMENT will then forward the PARTICIPANT's payment to the Department of Financial Services, Division of Treasury for deposit as provided in the Three Party Escrow Agreement (3PEA) between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B.**

6. Upon completion of the Project, the PARTICIPANT will comply with the provisions set forth in Highway Maintenance Memorandum of Agreement (HMMOA) which is attached hereto and made a part hereof as Exhibit C. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of the **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.

7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

8. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 444079-1-52-01) is completed as evidenced by the written acceptance of the DEPARTMENT.

10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

11. The PARTICIPANT / Vendor/ Contractor:

    (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and

    (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings

concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Leslie Wetherell
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, Florida 33435
Attn: Gary Dunmyer, M.B.A., P.E., City Engineer
With a copy to: City Attorney

The remainder of this page is blank.

IN WITNESS WHEREOF, the PARTICIPANT has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of the CITY OF BOYNTON BEACH or its designee, as authorized by Resolution No. _____, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its Director of Transportation Development or authorized designee:

CITY OF BOYNTON BEACH	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BY: _____	BY: _____
NAME: _____	STEVEN C. BRAUN, P.E.
TITLE: _____	DIRECTOR OF TRANSPORTATION DEVELOPMENT
ATTEST:	APPROVED: (AS TO FORM)
BY: _____	BY: _____
CITY CLERK (SEAL)	OFFICE OF THE GENERAL COUNSEL
APPROVED:	APPROVED:
BY: _____	BY: _____
CITY ATTORNEY	DISTRICT PROGRAM MGMT. ADMINISTRATOR

Exhibit A
Scope of Services
FM# 444079-1-52-01
SR-804/Boynton Beach Blvd from NW 3rd St to US-1

The project consists of Complete streets improvements along with reconstruction SR-804/Boynton Beach Blvd as part of the DEPARTMENT's complete streets initiative. The DEPARMENT will construct the following to include, but not limited to:

- Relocation of the curb and gutter to accommodate
  - Lane width reduction
  - Removal of bike lanes
  - 15' sidewalk on south side of roadway (with 12' continuous sidewalk)
  - 9' sidewalk on north side of roadway (with 6' continuous sidewalk)
- Milling and resurfacing of roadway, includes reconstruction in some areas
- Signing and pavement markings including the addition of sharrows
- New drainage inlets connecting to existing drainage system due to the relocation of the curb and gutter
- New pedestrian signals/push buttons installed at US-1/Seacrest intersection and on the west leg of US-1/SR-804 intersection due to the relocation of the curb and gutter
- Impacted loops and pull boxes replaced at US-1/Seacrest intersection and on the west leg of US-1/SR-804 intersection
- Hardscape/decorative sidewalk
- Installation of tree grates for future landscape opportunities

Also includes addition of sharrows on the following local streets:

- NW 3rd St from Ocean Ave to SR-804/Boynton Beach Blvd
- Ocean Ave from NW 3rd St to US-1
- Boynton Beach Blvd from US-1 to the marina/ intracoastal waterway

Exhibit B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Boynton Beach (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: Complete streets improvements
Project #: 444079-1-52-01
County: Palm Beach County

WHEREAS, FDOT and Participant desire to establish an escrow account for the Project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT’s Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

THIS IS AN EXHIBIT ONLY. NOT FOR EXECUTION!

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage, or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

THIS IS AN EXHIBIT ONLY …. NOT FOR EXECUTION!!

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

Title

F-596-000-282-025
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

THIS IS AN EXHIBIT ONLY .... NOT FOR EXECUTION!!

SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this _____day of , 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and City of Boynton Beach, a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

W I T N E S S E T H:

WHEREAS, the AGENCY has jurisdiction over NW 3rd St, Ocean Ave and Boynton Beach Blvd. respectively, as part of the City of Boynton Beach roadway system from Ocean Ave to SR-804/Boynton Beach Blvd, NW3rd St/SW 3rd St to SR-5/US-1/Federal Highway, and SR-5/US-1/Federal Highway to the marina/intracoastal waterway respectively; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the AGENCY to maintain the project; and **WHEREAS**, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 444079-1-52-01, which involves pavement markings hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the DEPARTMENT may not spend state funds for off-system projects; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the _____day of _____ , 20__, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!!

2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.

3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project.

4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.

5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated July 2022, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022, as amended (d) Standard Specifications for Roadway and Bridge Construction dated July 2022, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, pavement markings.

   a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.

   b. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.

6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.

7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.

8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be solely responsible for ensuring that the Project remains in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the

THIS IS AN EXHIBIT ONLY. NOT FOR EXECUTION!!

AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. The AGENCY shall be the applicant for all occupancy permits that are required for the Project.

9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. At its own expense, the AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statues 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to timely comply with said request.

    a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.

10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.

11. E-Verify requirements: The AGENCY:
    - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
    - shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

13. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.

THIS IS AN EXHIBIT ONLY - NOT FOR EXECUTION!!

14. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

15. LIST OF EXHIBITS

- **Exhibit A**: Project Scope
- **Exhibit B**: AGENCY's Resolution

[This space intentionally left blank.]

THIS IS AN EXHIBIT ONLY ... NOT FOR EXECUTION!!

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:
City of Boynton Beach, through its

BOARD OF CITY COMMISSIONERS

By:

_____day of , 20

Approved as to form by Office of City Attorney

By: _____

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

_____day of , 20

Approval:

_____
Office of the General Counsel (Date)

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!!

SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing NW 3rd St, Ocean Ave and Boynton Beach Blvd right-of-way.

Signing and Pavement Markings

- ☐ Sharrows are proposed along NW 3rd St from Ocean Ave to SR-804/Boynton Beach Blvd, Ocean Ave from NW 3rd St to SR-5/US-1/Federal Highway, and Boynton Beach Blvd from SR-5/US-1/Federal Highway to the marina/intracoastal waterway

THIS IS AN EXHIBIT ONLY ... NOT FOR EXECUTION!!

SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

EXHIBIT B

AGENCY'S Resolution

THIS IS AN EXHIBIT ONLY … NOT FOR EXECUTION

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Boynton Beach (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: Complete streets improvements
Project #: 444079-1-52-01
County: Palm Beach County

WHEREAS, FDOT and Participant desire to establish an escrow account for the Project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage, or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

Title

F-596-000-282-025
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this _____day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and City of Boynton Beach, a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

W I T N E S S E T H:

WHEREAS, the AGENCY has jurisdiction over NW 3rd St, Ocean Ave and Boynton Beach Blvd respectively, as part of the City of Boynton Beach roadway system from Ocean Ave to SR-804/Boynton Beach Blvd, NW3rd St/SW 3rd St to SR-5/US-1/Federal Highway, and SR-5/US-1/Federal Highway to the marina/intracoastal waterway respectively; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 444079-1-52-01, which involves pavement markings; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the DEPARTMENT may not spend state funds for off-system projects; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the _____day of _____, 20__, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project**.** The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.

3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project.

4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.

5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated July 2022, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022, as amended (d) Standard Specifications for Roadway and Bridge Construction dated July 2022, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, pavement markings.

    a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.

    b. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.

6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.

7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.

8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be solely responsible for ensuring that the Project remains in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the

AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. The AGENCY shall be the applicant for all occupancy permits that are required for the Project.

9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. At its own expense, the AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statues 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to timely comply with said request.

    a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.

10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.

11. E-Verify requirements: The AGENCY:
    - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
    - shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

13. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.

14. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

15. LIST OF EXHIBITS

- **Exhibit A**: Project Scope
- **Exhibit B**: AGENCY's Resolution

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

City of Boynton Beach, through its
BOARD OF CITY COMMISSIONERS

_____ By:_____

_____ day of _____, 20_____

Approved as to form by Office of City Attorney

By:_____

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Transportation Development Director

_____ day of _____, 20_____

Approval:

_____
Office of the General Counsel (Date)

SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing NW3rd St, Ocean Ave and Boynton Beach Blvd right-of-way.

Signing and Pavement Markings

- Sharrows are proposed along NW 3rd St from Ocean Ave to SR-804/Boynton Beach Blvd, Ocean Ave from NW 3rd St to SR-5/US-1/Federal Highway, and Boynton Beach Blvd from SR-5/US-1/Federal Highway to the marina/intracoastal waterway

SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

EXHIBIT B

AGENCY'S Resolution

RESOLUTION NO. R19-064

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROCEED WITH THE DESIGN, CONSTRUCTION AND ADMINISTRATION OF THE BOYNTON BEACH BOULEVARD COMPLETE STREETS PROJECT BETWEEN NW 3RD STREET AND FEDERAL HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Lands Access Program (FLAP) was created by the "Moving Ahead for Progress in the 21st Century Act" and continued in the "Fixing America's Surface Transportation" (FAST) Act of 2015 to improve state and local transportation facilities that provide access to and though federal lands for visitors and recreationists; and

WHEREAS, the Boynton Beach Community Redevelopment Agency (CRA), on behalf of the City, submitted a project application for a FLAP Grant that would help fund the Boynton Beach Boulevard Complete Streets project; and

WHEREAS, on April 24, 2019, this project was selected and fully funded (for $631,530) for use towards Engineering design of the full project (see attachment 1 – Award Letter); and

WHEREAS, the project is currently included in the Florida Department of Transportation (FDOT) work program for design in Fiscal Year 2021 and construction in Fiscal Year 2023; and

WHEREAS, FDOT will be responsible for the design, construction, and administration of the project.

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

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

Section 2. The City Commission authorizes FDOT to proceed with design and construction of the Boynton Beach Boulevard Complete Street Project.

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

PASSED AND ADOPTED this 18 day of June, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Justin Katz	✓	
Commissioner – Mack McCray	✓	
Commissioner – Christina L. Romelus	✓	
Commissioner – Ty Penserga	✓	
VOTE	5-0	

ATTEST:

Queenester Nieves, Deputy City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH FLORIDA INCORPORATED 1920

RESOLUTION NO. R20-044

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF A COMPLETE STREET AND VISION ZERO PROJECT OF BOYNTON BEACH BOULEVARD BETWEEN NW 4TH STREET AND FEDERAL HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 18, 2019 the City Commission authorized the Florida Department of Transportation to proceed with the design, construction, and administration of the Boynton Beach Boulevard Complete Streets project, between NW 4th Street and Federal Highway; and

WHEREAS, FDOT is now requesting the City enter into a Locally Funded Agreement and transmit payment for the City's portion of the design cost in the amount of $205,000.00; and

WHEREAS, the design will help connect neighborhoods with Town Square, schools, retail services, marina, parks and offices.

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

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

Section 2. The City Commission authorizes the Mayor to sign the Locally Funded Agreement between the City of Boynton Beach and Florida Department of Transportation for the design of a complete street and vision zero project of Boynton Beach Boulevard from NW 4th Street to Federal Highway. A copy of the Locally Funded Agreement is attached hereto and made a part hereof as Exhibit "A".

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

PASSED AND ADOPTED this 2nd day of June, 2020.

CITY OF BOYNTON BEACH, FLORIDA

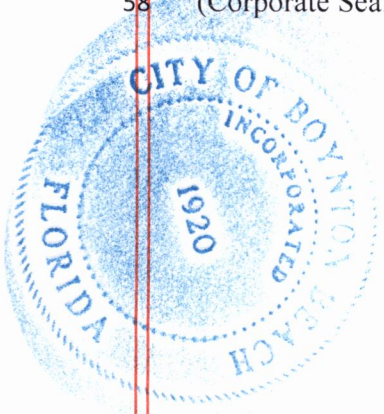
	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Ty Penserga	✓	
Commissioner – Justin Katz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Christina L. Romelus	✓	
VOTE	5-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, City Clerk

(Corporate Seal)



DocuSign Envelope ID: 6FC3921A-3214-469B-AB80-4376514A625A

FM No: 444079-1-32-01
FEID No: VF-596-000-282

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this 10th day of June 20 20, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Boynton Beach located at 3301 Quantum Blvd., Suite# 101, Boynton Beach, Florida 33425, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT for the continued development (design) of a full set of signed and sealed roadway construction plans for the DEPARTMENT's complete street improvements at various locations along Boynton Beach Blvd. from NW 4th Street and US-1/Federal Highway in Palm Beach County, Florida. (Financial Management (FM) Number 444079-1-32-01, Funded in Fiscal Year 2020/2021) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. R20-044 dated the 2nd day of June 2020, a copy of which is attached hereto and made a part hereof, authorizes the Mayor, Vice-Mayor, or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.

5. The total cost for the Project is estimated to be EIGHT HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED THIRTY DOLLARS AND NO CENTS ($836,530.00). The PARTICIPANT's share of the Project is an estimated amount of TWO HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS ($205,000.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, the difference will be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

(A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of TWO HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS ($205,000.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 444079-1-32-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 444079-1-32-01.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit - Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.
Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #444079-1-32-01

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886.

(B) If the Project costs are in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

(C) Should Project modifications occur that increase the PARTICIPANT's payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.

(D) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

(E) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.,* on any invoice not paid within forty (40) calendar days until the invoice is paid.

6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 444079-1-32-01) is completed as evidenced by the written acceptance of the DEPARTMENT.

9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

10. The PARTICIPANT / Vendor/ Contractor:

(A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and

(B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein,

and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Binod Basnet
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Boynton Beach
3301 Quantum Blvd., Suite #101
Boynton Beach, Florida 33426
Attn: Gary Dunmyer, M.B.A., P.E., City Engineer
With a copy to: City Attorney

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, the PARTICIPANT has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of the CITY OF BOYNTON BEACH or its designee, as authorized by Resolution No. R20-044, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its Director of Transportation Development or authorized designee:

CITY OF BOYNTON BEACH

BY: Lori LaVerniere
NAME: Lori LaVerniere
TITLE: City Manager

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: steven braun
86FB79A8F1EF4EE...
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

BY: Crystal D. Gibson
CITY CLERK (SEAL)

APPROVED: (AS TO FORM)

DocuSigned by:
BY: Jet Niewood
19D3932D432744B...
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: 6/4/2020
CITY ATTORNEY

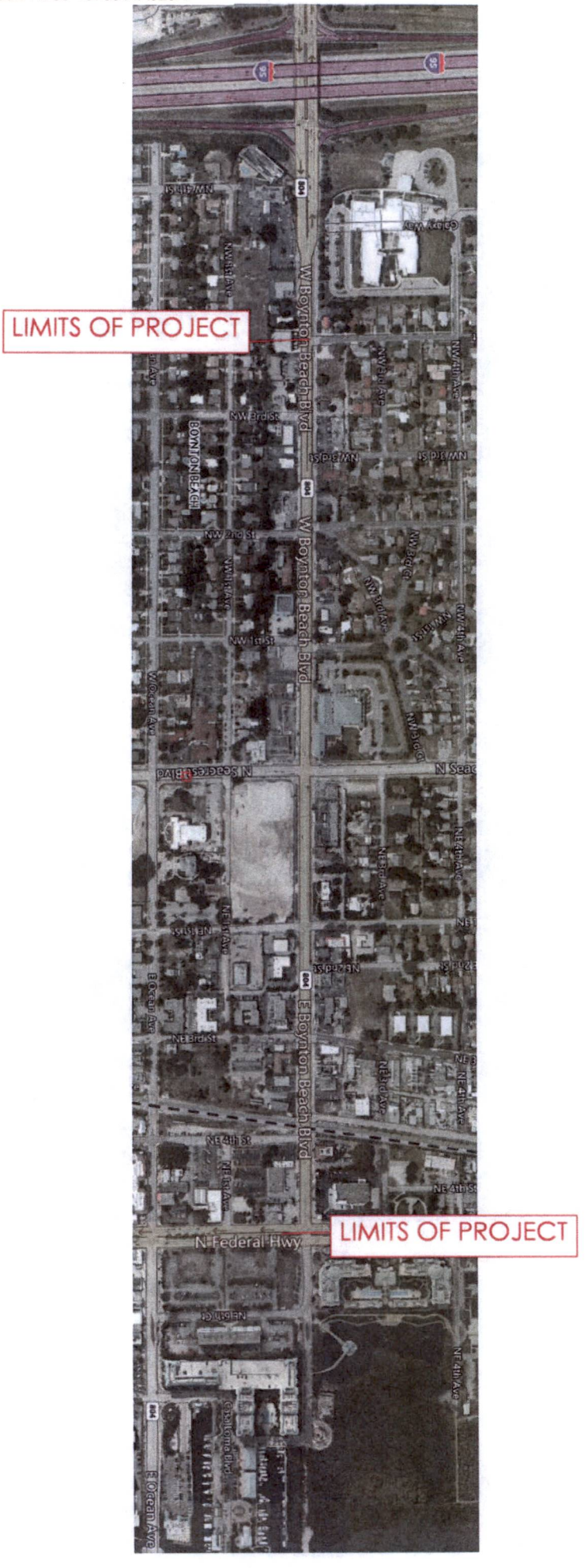
APPROVED:

DocuSigned by:
BY: Leslie Wetherell
E08382D1E9FB41F...
DISTRICT PROGRAM MGMT. ADMINISTRATOR

DocuSign Envelope ID: 6FC3921A-3214-469B-AB80-4376514A625A

EXHIBIT "A"
SCOPE OF WORK
FM# 444079-1-32-01

The project consists of Complete Streets improvements along Boynton Beach Blvd, between NW 4th Street and US-1/Federal Highway. The proposed improvements consist of lanes width reduction, the expansion of the existing sidewalk on the south side of Boynton Beach Blvd to a 15' shared use path and to a 9' sidewalk on the north side, the addition of pedestrian lighting, and the installation of one pedestrian crossing. Enhanced connectivity to the intracoastal waterway and City Marina is proposed by adding shared lane markings (sharrows) and signage will be added on SW 3rd Street from Ocean Ave to Boynton Blvd. and on Ocean Ave between SW 3rd Street and US 1.


LIMITS OF PROJECT
W Boynton Beach Blvd
E Boynton Beach Blvd
N Federal Hwy
LIMITS OF PROJECT

DocuSign Envelope ID: 6FC3921A-3214-469B-AB80-4376514A625A

RESOLUTION NO. R20-044

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF A COMPLETE STREET AND VISION ZERO PROJECT OF BOYNTON BEACH BOULEVARD BETWEEN NW 4TH STREET AND FEDERAL HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 18, 2019 the City Commission authorized the Florida Department of Transportation to proceed with the design, construction, and administration of the Boynton Beach Boulevard Complete Streets project, between NW 4th Street and Federal Highway; and

WHEREAS, FDOT is now requesting the City enter into a Locally Funded Agreement and transmit payment for the City's portion of the design cost in the amount of $205,000.00; and

WHEREAS, the design will help connect neighborhoods with Town Square, schools, retail services, marina, parks and offices.

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

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

Section 2. The City Commission authorizes the Mayor to sign the Locally Funded Agreement between the City of Boynton Beach and Florida Department of Transportation for the design of a complete street and vision zero project of Boynton Beach Boulevard from NW 4th Street to Federal Highway. A copy of the Locally Funded Agreement is attached hereto and made a part hereof as Exhibit "A".

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

DocuSign Envelope ID: 6FC3921A-3214-469B-AB80-4376514A625A

PASSED AND ADOPTED this 2nd day of June, 2020.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Ty Penserga	✓	
Commissioner – Justin Katz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Christina L. Romelus	✓	
VOTE	5-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH INCORPORATED 1920 FLORIDA

R20-044

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAULT, P.E.
SECRETARY

June 11, 2020

Mr. Gary Dunmyer, PE
City of Boynton Beach
3301 Quantum Blvd., Suite #101
Boynton Beach, Florida 33426

RE: Locally Funded Agreement (LFA)
FM: 444079-1-32-01
Description: Development (design) of a full set of signed and sealed roadway construction plans for the DEPARTMENT's complete street improvements at various locations along Boynton Beach Blvd. from NW 4th Street and US-1/Federal Highway

Dear Mr. Dunmyer:

Enclosed please find a copy of a fully executed LFA for the above referenced project. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

Leos Kennedy

Leos A. Kennedy, Jr.
Program Management Unit
District Four

LK/s
Enclosure: LF Agreement,
Copy: Binod Basnet, FDOT Project Manager
Work Program
File

RESOLUTION NO. R20-045

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO FUND THE COMPLETE STREETS DESIGN AND CONSTRUCTION OF BOYNTON BEACH BOULEVARD BETWEEN NW 4TH STREET AND FEDERAL HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 12, 2020 the Boynton Beach CRA approved the Interlocal Agreement between the City of Boynton Beach and the CRA to fund the design and construction of the Boynton Beach Boulevard complete streets and vision zero project from NW 4th Street to Federal Highway (US-1); and

WHEREAS, on June 18, 2019, the City Commission approved resolution R19-064, authorizing the Florida Department of Transportation to proceed with the design, construction and administration of the project; and

WHEREAS, on April 24, 2019 the USDOT/FHA selected the Boynton Beach Boulevard complete streets project for award through the Federal Lands Access Program (FLAP) grant in the amount of $631,530 to fund design costs; and

WHEREAS, on September 20, 2018 the Palm Beach TPA adopted the Boynton Beach Boulevard complete streets project in the FY20-24 priority projects list and was prioritized federal funding in the amount of $2,232,414 dollars; and

WHEREAS, as contemplated in the ILA the CRA will fund the design up to $250,000 in fiscal year 19/20 and the construction up to $1 Million in fiscal year 22/23; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign an Interlocal Agreement with the Boynton Beach Community Redevelopment Agency to fund the complete streets design and construction of Boynton Beach Boulevard between NW 4th Street and Federal Highway.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency to fund the complete streets design and construction of Boynton Beach Boulevard between NW 4th Street and Federal Highway, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this 2nd day of June, 2020.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Ty Penserga	✓	
Commissioner – Justin Katz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Christina L. Romelus	✓	
VOTE	5-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH INCORPORATED 1920 FLORIDA

R20-045

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE E. BOYNTON BEACH BOULEVARD STREETSCAPE BEAUTIFICATION AND COMPLETE STREET PROJECT

THIS AGREEMENT ("Agreement") is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA"). The City and the CRA may be referred to in this Agreement individually as a "Party," or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Cultural District and the Boynton Beach Boulevard District as those Districts are described in the Plan; and

WHEREAS, the City and the CRA desire to provide funding for a project known as the E. Boynton Beach Boulevard Streetscape Beautification and Complete Street Project ("Project"), as further described in Exhibit "A," Scope of Work, which is hereby incorporated herein; and

WHEREAS, the City and CRA have obtained state and federal grants to fund portions of the Project; and

WHEREAS, the City has previously adopted City of Boynton Beach Resolution R19-064 (attached hereto as Exhibit "C) authorizing the Florida Department of Transportation to design, construct, and administer the Project; and

WHEREAS, the Project falls within the Community Redevelopment Area ("CRA Area"), and more specifically, in the Cultural District and the Boynton Beach Boulevard District, as shown on Exhibit "B," Location Map, which is hereby incorporated herein; and

WHEREAS, the CRA desires to provide funding for certain eligible expenses related to the Project, and; and

WHEREAS, the City has decided to move forward with the Project, which includes the design through construction phases of the Project; and

WHEREAS, the Project furthers the CRA's Community Redevelopment Plan ("Plan") because the Project will provide traffic calming measures, enhance the pedestrian environment and connectivity of uses along the Boynton Beach Boulevard, accommodate

different modes of transportation within the CRA Area, and will provide the opportunity to redevelop the area within the Project in accordance with the Plan; and

WHEREAS, the CRA is limited by § 163.370(3), Florida Statutes from making certain expenditures; and

WHEREAS, the CRA desires to reimburse the City for certain expenses related to the Project that are not prohibited by the Florida Statutes and are consistent with the Plan; and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds to implement the Project, to be consistent with the Plan and Florida Statutes; and

WHEREAS, the CRA and the City find that this funding agreement serves a municipal and public purpose, furthers the Plan, and is in the best interest of the health, safety, and welfare of the residents and business owners within the CRA Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein.

2. **Obligations of the CRA.** The CRA shall provide funding to the City, on a reimbursement basis only, for eligible expenses related to the Project, consistent with the terms of this Agreement. Eligible expenses are those expenses that are consistent with the requirements of Florida Statutes, consistent with the Plan, directly related to the Project as described in Exhibit A, and in compliance with the requirements of this Agreement.

   a. For design services associated with the Project, the CRA shall provide funding to the City in an amount not to exceed **Two Hundred and Fifty Thousand and 00/100 Dollars ($250,000.00)**. The City may ask for reimbursement for such design services up to and including, but no later than, September 30, 2020. Any reimbursement request for such design services submitted after September 30, 2022, will not be reimbursed unless and until the CRA Board votes to approve the funds requested as an eligible expense.

   b. After October 1, 2022, the City may request additional funding from the CRA for construction associated with the Project, including for any construction deposit the City is required to pay to FDOT. The CRA may, in its sole discretion, agree to provide such funding in an amount

to be mutually agreed to by the Parties at a later date, but which in no case will exceed **One Million and 00/100 Dollars ($1,000,000).**

c. The CRA's obligation to provide funding to the City is contingent upon the inclusion of the funding in the CRA's approved Budget for the fiscal year in which the funds will be disbursed.

3. Obligations of the City.

a. The City shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.

b. The City shall ensure that the Project is designed and constructed in compliance with the Plan.

c. The City shall be responsible for effectuating the Project and contracting with other entities, including the Florida Department of Transportation, as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.

d. Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the City shall provide all documents reasonably requested by the CRA or CRA's agent documentation concerning compliance with § 163.370(3), Florida Statutes and this Agreement.

4. Reimbursement of Funds

a. The CRA shall disburse funding to the City for the reimbursement of direct expenses related to the Project consistent with the Plan and the terms of this Agreement.

b. When the City desires reimbursement funding from the CRA for eligible expenses, the City shall provide a written request for reimbursement ("Reimbursement Request") to the CRA, which shall include the following information:

i. A summary of the status of the Project;

ii. A statement and evidence that the Project is in compliance with the Plan.

iii. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the City for the Project for which the City is seeking reimbursement that year.

c. Upon receipt of a Reimbursement Request from the City meeting the requirements of this Agreement, the CRA shall remit funding in the amount requested, consistent with this Agreement, to the City within thirty (30) days of receipt of the Reimbursement Request.

d. If the City submits a Reimbursement Request that the CRA deems incomplete, the CRA shall notify the City in writing. The City shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the City fails to provide the documentation required by the CRA within 30 days, only the portion of the Reimbursement Request, if any, that the CRA deems complete and eligible will be used to calculate the amount of reimbursement funding. The CRA will not reimburse the City for any portion of the request the CRA deems not to be an eligible expense or the CRA deems to be otherwise ineligible for reimbursement.

5. Limits of CRA Obligations for the Project. The Parties agree that the CRA shall be responsible to the City for providing reimbursement for eligible expenses for the Project only, and shall not otherwise be responsible for effectuating the Project.

6. Indemnification. The City shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other 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 Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the City to indemnify the CRA for 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.

7. Term of the Agreement. This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and shall terminate on September 30, 2024 ("Termination Date"). The CRA shall not be required to reimburse the City for any untimely requests or requests submitted after this Agreement has terminated. The term of the Agreement may be extended one time for a period of one year and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for intended purposes of this Agreement in the subsequent fiscal year's budget. Such extension is only effective upon the execution of a written amendment signed by both Parties. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. Records. The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

9. Filing. The City shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

10. Default. If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party, and may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents of the City and CRA Area. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed

by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

11. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. Compliance with Laws. The City and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

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

14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be achieved. To that end, this Agreement is declared severable.

15. Governing Law and Venue. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

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

17. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice.

CITY:
Lori LaVerriere, City Manager
P.O. Box 310
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33425

CRA:
Michael Simon, Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, Florida 33435

Copies To:
James A. Cherof
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Tara Duhy, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

18. No Transfer. The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party. By signing this

Agreement, the CRA provides its written consent for the City to assign the City's obligations under this Agreement for the design, construction, and administration of the Project to FDOT as provided for in City of Boynton Beach Resolution R19-064, but does not provide its written consent for the City to assign any of the City's rights under this Agreement to any party.

19. Interpretation. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

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

21. Survival. The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.

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

23. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the each party shall be responsible for its own attorneys' fees and costs.

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the later of the dates set forth below.

ATTEST:

Crystal A. Gibson

CITY Clerk

CITY OF BOYNTON BEACH,
a Florida municipal corporation

By: S. B. G.

Steven B. Grant, Mayor

Date: 6/9/2020

(SEAL)

Approved as to Form:

6/4/2020

Office of the CITY Attorney

Approved as to Form:

Office of the CRA Attorney

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By:

Steven B. Grant, Chair

Date: 5/27/2020

EXHIBIT "A"

SCOPE OF WORK

The following details the description of the project services to be performed by the Florida Department of Transportation (Department) under the project FM Number 444079-1 (City of Boynton Beach Various Locations) on behalf of the City of Boynton Beach utilizing the FHWA FLAP Grant along with the Local Funds as agreed with the City.

Scope Definition:

The project consists of Complete Streets improvements along Boynton Beach Blvd, between NW 4th Street and US 1/Federal Highway. The proposed improvements consist of lanes width reduction, the expansion of the existing sidewalk on the south side of Boynton Beach Blvd to a 15' shared use path and to a 9' sidewalk on the north side, the addition of pedestrian lighting, and the installation of one pedestrian crossing. Enhanced connectivity to the intracoastal waterway and City Marina is proposed by adding shared lane markings (sharrows) from US 1 to the intracoastal. As a component of this project shared lane markings (sharrows) and signage will be added on SW 3rd Street from Ocean Ave to Boynton Blvd and on Ocean Ave between SW 3rd Street and US 1.

Scope Elements:

ADA

ADA compliant sidewalk with curb ramps. Detectable warning surfaces shall be provided at the existing sidewalks and curb ramp locations in addition to any proposed curb ramp locations. All improvements shall meet the current ADA and FDOT standards.

Drainage

Drainage modifications are associated with the proposed improvements due to the expansion of the existing sidewalk. New inlets will connect to the existing drainage system in Boynton Beach Blvd. Specific permitting associated with drainage will be obtained.

Environment Permit

Department will acquire all necessary Environmental/ Drainage Permits.

Landscaping/Hardscape

Landscape enhancements include the addition of trees and shrubbery added along the corridor in both the median as well as incorporated into the widened pedestrian sidewalk. Irrigation sleeves shall be included in the project cost. Due to work mix and funding type, landscape will not be eligible to be included with the project, even with local funds.

Lighting

The existing streetlights will be impacted by the roadway modifications. Lighting along both sides of the corridor will be replaced with dual head light poles that provide a light facing the street for vehicles and a light facing the pedestrian zones for pedestrians.

Signalization

A midblock crosswalk to be installed on Boynton Beach Boulevard just east of SW/NW 2nd Street, along with the rectangular rapid flashing beacons (RRFB) to enhance the visibility. The midblock warrant analysis has been completed and approved by the Department. Pedestrian crossing will facilitate school children walking from school to adjacent neighborhoods. New pedestrian push buttons will be installed at Seacrest intersection since the wider sidewalk will make buttons too far from proposed ramps.

Signing and Marking

Update signs and pavement markings to accommodate the proposed bike lanes, reduced travel lanes widths and widener sidewalks. Additional markings to be included due to proposed pedestrian crossing. Sharrows are proposed east of Federal Hwy on both directions on Boynton Beach Blvd. Sharrows to be also included along SW 3rd St from W Boynton Beach Blvd to W Ocean Ave and along W. ocean Ave from SW 3rd St to US1/ Federal Hwy. Dynamic Envelope pavement marking will be provided on the rail crossing (272480N).

Typical Section

Existing Typical Section

The existing typical section consist of an urban section of two (2) 11' lanes in each direction with a 11' dual left turn lane in the median with 3' shoulder, curb and gutter and 7.5' sidewalk on both sides.

Proposed Typical Section

The proposed typical section consists of two (2) 10' lane in each direction (sharrows) with a 10' dual left turn lane in the median, curb and gutter at the outside at both sides with a 15' shared use path on the south side and a 9' sidewalk on the north side.

Utilities

Existing and future utility infrastructure will be improved along the corridor by undergrounding but will be funded by the City. There are no proposed utilities associated with this project. However, some existing utilities may need to be relocated. Local Agency is responsible for any utility adjustments/costs.

EXHIBIT 'B"

LOCATION MAP

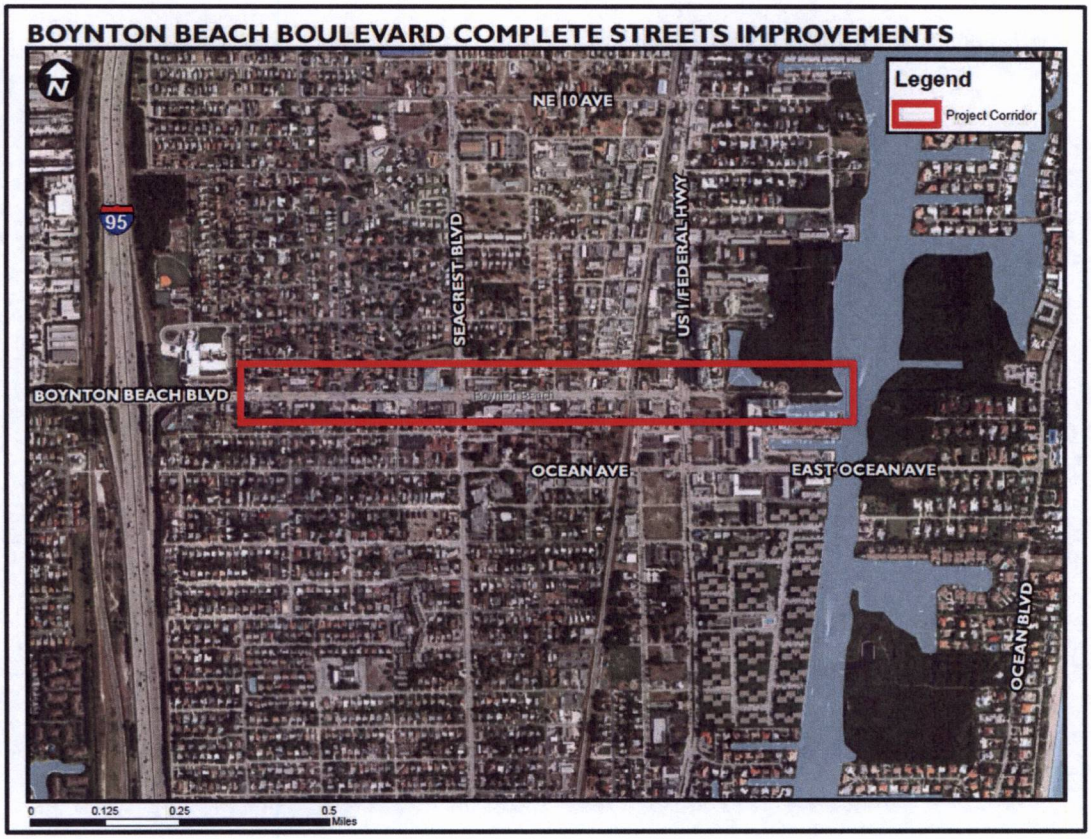


EXHIBIT 'C"

RESOLUTION NO. R19-064

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROCEED WITH THE DESIGN, CONSTRUCTION AND ADMINISTRATION OF THE BOYNTON BEACH BOULEVARD COMPLETE STREETS PROJECT BETWEEN NW 3RD STREET AND FEDERAL HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Lands Access Program (FLAP) was created by the "Moving Ahead for Progress in the 21st Century Act" and continued in the "Fixing America's Surface Transportation" (FAST) Act of 2015 to improve state and local transportation facilities that provide access to and though federal lands for visitors and recreationists; and

WHEREAS, the Boynton Beach Community Redevelopment Agency (CRA), on behalf of the City, submitted a project application for a FLAP Grant that would help fund the Boynton Beach Boulevard Complete Streets project; and

WHEREAS, on April 24, 2019, this project was selected and fully funded (for $631,530) for use towards Engineering design of the full project (see attachment 1 – Award Letter); and

WHEREAS, the project is currently included in the Florida Department of Transportation (FDOT) work program for design in Fiscal Year 2021 and construction in Fiscal Year 2023; and

WHEREAS, FDOT will be responsible for the design, construction, and administration of the project.

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

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

Section 2. The City Commission authorizes FDOT to proceed with design and construction of the Boynton Beach Boulevard Complete Street Project.

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

PASSED AND ADOPTED this 18 day of June, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Justin Katz	✓	
Commissioner – Mack McCray	✓	
Commissioner – Christina L. Romelus	✓	
Commissioner – Ty Penserga	✓	
VOTE	5-0	

ATTEST:

Queenester Nieves, Deputy City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH FLORIDA 1920

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Proposed Resolution No. R22- 090 - Approve and authorize the Mayor to sign the Parking Lease Agreement between the Boynton Beach Community Redevelopment Agency and BB QOZ, LLC (Affiliated Development, LLC) as a joinder party for 150 public parking spaces.

Explanation of Request:
On June 7, 2022 the Boynton Beach Community Redevelopment Agency Board approved the purchase and development agreement, the tax increment revenue funding agreement (TIRFA), and the parking lease agreement between the Boynton Beach Community Redevelopment Agency and Affiliated Development, LLC for the 115 North Federal Highway infill mixed use redevelopment project.

As part of the approval it is now necessary for the City of Boynton Beach to approve and execute the Parking Lease Agreement as a Joinder Party because at sunset of the Boynton Beach Community Redevelopment Agency in 2044 the City of Boynton Beach will automatically assume the lease agreement.

How will this affect city programs or services? The parking lease agreement will provide for one hundred and fifty (150) additional public parking spaces in the downtown/TOD area.

Fiscal Impact: Upon sunset of the Boynton Beach Community Redevelopment Agency in 2044 the City of Boynton Beach will automatically be assigned the lease agreement.

Alternatives: None

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Resolution	Resolution approving Parking Lease Agreement Joinder for 115 N Federal Highway
Agreement	Parking Lease Agreement

RESOLUTION NO. R22-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE PARKING LEASE AGREEMENT BETWEEN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AND BB QOZ, LLC (AFFILIATED DEVELOPMENT, LLC) AS A JOINDER PARTY FOR 150 PUBLIC PARKING SPACES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 7, 2022 the Boynton Beach Community Redevelopment Agency Board approved the Purchase and Development Agreement, the Tax Increment Revenue Funding Agreement (TIRFA), and the Parking Lease Agreement between the Boynton Beach Community Redevelopment Agency and Affiliated Development, LLC for the 115 North Federal Highway infill mixed use redevelopment project; and

WHEREAS, it is necessary for the City of Boynton Beach to approve and execute the Parking Lease Agreement as a Joinder Party because in 2044 at the sunset of the Boynton Beach Community Redevelopment Agency, the City of Boynton Beach will automatically assume the lease agreement; and

WHEREAS, the Parking Lease Agreement will provide for one hundred and fifty (150) additional public parking spaces in the downtown/TOD area; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign the Parking Lease Agreement between the Boynton Beach Community Redevelopment Agency and BB QOZ, LLC (Affiliated Development, LLC) as a joinder party for 150 public parking spaces.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby Approve and authorize the Mayor to sign the Parking Lease Agreement between the Boynton Beach Community Redevelopment Agency and BB QOZ, LLC (Affiliated Development, LLC) as a joinder party for 150 public parking spaces. A copy of the Parking Lease Agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

(Corporate Seal)

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), is made and entered into this ____ day of _____, 2022, by and between BB QOZ, LLC, a Florida limited liability company, ("Landlord"), and The Boynton Beach Community Redevelopment Agency (BBCRA), a public agency created pursuant to Chapter 163, Part III of the Florida Statutes ("Tenant").

WITNESSETH:

WHEREAS, the Landlord has a contract to purchase property generally located at: (i) 508 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435; (ii) NE 4th Street, Boynton Beach, Florida 33435; (iii) NE 1st Avenue, Boynton Beach, Florida 33435; (iv) 115 N. Federal Highway, Boynton Beach, Florida 33435; (v) 511 E. Ocean Avenue, Boynton Beach, Florida 33435; (vi) 515 E. Ocean Avenue, Boynton Beach, Florida 33435; and (vii) 529 E. Ocean Avenue, Boynton Beach, Florida 33435, all of which are located within the corporate limits of the City of Boynton Beach, as more particularly described by the legal description attached hereto as **Exhibit A** (collectively the "Property"); and

WHEREAS, the Landlord intends to construct a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with a minimum of 236 rental units available to various affordability ranges, a minimum of 16,800 square feet of commercial space (e.g. restaurant, retail, and office), and 150 designated public parking spaces in the Parking Garage (hereinafter defined) (the "Project"); and

WHEREAS, Tenant has provided property valued at approximately $5.51 million in exchange for the dedicated parking; and

WHEREAS, the Landlord and the Tenant have entered into a Tax Increment Revenue Funding Agreement and Purchase and Development Agreement (other Agreements) wherein the Tenant is providing certain economic development incentives to develop the Project; and

WHEREAS, the Tenant recognizes the positive impact that the Project will bring to the City of Boynton Beach including the provision of additional parking facilities; and

WHEREAS, the Landlord and Tenant desire to enter this Lease to provide 150 parking spaces located in the Parking Garage, in addition to the parking spaces Landlord reasonably calculates Landlord will require for the commercial and residential portions for the Project, for the use by the general public for enhancement of the downtown in furtherance of Tenant's 2016 Community Redevelopment Plan, as set forth below; and

WHEREAS, this Lease does not impact or affect City of Boynton Beach Parking Code requirements; however Tenant will not object to Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the residential and commercial uses of the Project with the minimum code requirements of the City of Boynton Beach; and

WHEREAS, the Tenant, as the BBCRA, has determined and hereby finds that this Lease promotes economic development in the CRA Area and, as such, is in the best interests of the BBCRA and furthers the 2016 Boynton Beach Community Redevelopment Plan.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the sufficiency of which is acknowledged by both parties, the Landlord and Tenant covenant and agree as follows:

1. Incorporation. The recitals above are hereby incorporated herein as if fully set forth.

2. Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described parking spaces (the "Parking Spaces") to be utilized exclusively by Tenant for the Permitted Use (as defined in Section 14 below):

The one hundred fifty (150) parking spaces shall be located within the parking structure to be constructed to be constructed at NE 4th Street, Boynton Beach, Florida 33435 and NE 1st Avenue, Boynton Beach, Florida 33435 (the "Parking Garage") in the locations designated as "Parking Spaces" on **Exhibit B** attached hereto and made a part hereof. The location of the Parking Spaces may not be changed by Landlord without the prior written consent of the Tenant, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant take into consideration whether such location change will negatively impact public access and the number of times the location has been changed. Landlord shall provide notice to Tenant at least 14 days prior to the Parking Spaces being relocated, and Landlord shall bear the actual, reasonable and verifiable costs (excluding any Tenant overhead costs), if any, of relocating the Parking Spaces, including any costs associated with moving parking meters, electric vehicle chargers, or other similar items. Landlord shall not move Tenant in any manner that will reduce Tenants ability to use parking meters, provide electric vehicle chargers, or other similar items. At no time shall the total Parking Spaces be less than one hundred fifty (150), and Landlord shall use commercially reasonable efforts to keep the Parking Spaces generally contiguous. At no time shall the Parking Spaces be located on any level higher than level 3 of the Parking Garage, except as may be set forth on the approved site plan for the Project and with the consent of Tenant. Tenant and the general public shall be entitled to use the Parking Spaces 24 hours a day, 7 days a week, every day of the year (the "Business Hours"). Tenant and the general public shall also have the right to utilize on a non-exclusive basis, together with any other users of the Parking Garage, restroom facilities (if any exist) of the Parking Garage, as well as the common areas located only on the floors of the Parking Garage where the Parking Spaces are located, for their intended purposes consistent with the Permitted Use so long as such use shall not unreasonably interfere with the use of such areas by Landlord or other users of the Parking Garage. The use by Tenant and the general public of the Parking Spaces shall be subject to the terms and conditions of this Lease and Tenant shall require the general public to abide by the applicable rules and regulations governing use of the Parking Garage. Tenant or its agents shall have the right to immediately remove, or cause to be removed, any unauthorized car or vehicle parked in the Parking Spaces without any liability and without any advance notice to Landlord.

If Landlord later determines that Landlord's (or other Project tenants') intended use of the parking garage requires additional spaces, Landlord may request to allocate some of the Parking Spaces towards such intended use. Tenant has sole and absolute discretion as to whether to approve or deny such request, in whole or in part, and may place conditions on such use. It is anticipated that in the event Tenant approves such request, Tenant will nonetheless retain the ability to use those reallocated parking spaces during events hosted or supported by Tenant. Tenant shall not pay Rent on any spaces that have been reallocated.

3. Term; Construction of Parking Garage; Definitions.

(a) The term of this Lease (the "Term") shall be twenty-five (25) years, with three (3) automatic 25-year extensions unless earlier terminated by Tenant pursuant to written notice to Landlord at least 4 weeks prior to termination. The Term shall commence on the date that Landlord and Tenant mutually agree in writing that Tenant (and the public) may begin occupying the Parking Spaces, which date shall not occur before construction of the Parking Garage has been substantially completed (as defined below) and the public may begin accessing the Parking Spaces (the "Lease Commencement Date").

(b) The Parking Garage shall be constructed by the Landlord in accordance with the permitted set of plans for which a building permit is issued by the appropriate governing authority, which

plans shall be based upon the Parking Garage Floor Plan attached hereto as **Exhibit B**. In the event of any conflict between this Lease (including **Exhibit B)** and the permitted set of plans, the permitted set of plans shall govern and control. Landlord shall provide notice to Tenant of any significant changes to the Parking Garage Floor Plan from what is depicted in **Exhibit B**.

(c) The term "substantially completed" shall mean and refer to the date a temporary certificate of occupancy or certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage.

(d) The "Effective Date" of this Lease is the date after it has been fully executed by Landlord and Tenant.

4. Base Rent. The property provided by Tenant valued at approximately $5,510,000, together with Tenant's compliance with the terms and conditions of this Lease, shall constitute sufficient consideration for Tenant's use of the Parking Spaces during the term of this Lease. Consequently, for the purposes of this Lease, the term "Base Rent" shall be understood to be rent in the amount of $0.00, but the $0.00 amount of rent shall not affect the validity of this Lease.

5. Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent and include applicable sales tax (unless exempt) ("Additional Rent"). In addition to Base Rent, as set forth in Section 4 above, Tenant shall be obligated to pay, as Additional Rent, Tenant's Percentage Share (as defined in Section 6, below) of Operating Expenses (as hereinafter defined), plus applicable sales tax (unless exempt), to be a set rate established once per year, which shall be subject to reconciliation as set forth in Section 6 hereof. For the first (1st) year of the Term, the amount of Operating Expenses paid by Tenant shall not exceed fifty dollars ($50.00) per space per month (the "Operating Expense Cap"). The Operating Expense Cap shall increase by the increase in the Consumer Price Index for All Urban Consumers published by the U. S. Bureau of Labor Statistics annually, and the Operating Expense Cap shall terminate and be of no further force and effect at the expiration of the twentieth (20th) year of the Term. Any increase in rent will become effective October 1, provided however that in order for such increase to be effective, Landlord will provide Tenant notice of the increased rental rate no later than April 1 of that year. In no instance may the Landlord increase the Rent more than one per year. For the purposes of this Lease, "Operating Expenses" shall mean all reasonable actual costs and expenses solely and directly attributed to and incurred by Landlord in owning, maintaining, insuring, and repairing the Parking Garage, including, without limitation, all common areas thereof after the Lease Commencement Date, which costs and expenses shall include, but shall be limited to, security, parking systems, cleaning, trash collection and disposal, utilities, maintenance and repairs of all elements of the Parking Garage, pest control, fire safety systems, all insurance costs incurred by Landlord with respect to insurance policies maintained by Landlord with respect to the Parking Garage, industry standard management fees, license fees, maintenance, repair and operational supplies, the costs of fabricating, installing and maintaining signage, landscaping, administrative and industry standard professional costs, permitted capital expenditures, industry standard repair and replacement reserves in connection with any of the foregoing items and ad valorem and non-ad valorem real estate taxes, assessments and fees attributable to or otherwise applicable to the Parking Garage. Operating Expenses do not include salary, benefits, or bonuses of Landlord's employees or officers; or other expenses not directly related to the operation of the Parking Garage. In the event any surcharge or regulatory fee is at any time imposed by any governmental authority for parking spaces within the Parking Garage, Tenant shall pay Tenant's Percentage Share (as defined below) of such surcharge or regulatory fee to Landlord as Additional Rent, payable as set forth in this Section 5. Notwithstanding the foregoing, Tenant shall pay one hundred percent (100%) of the costs and expenses solely and directly related to the Parking Spaces only (as opposed to costs and expenses that relate to the Parking Garage generally, which are billed as Operating Expenses), including, but not limited to, parking meters or parking systems (such as pay

stations or pay-by-phone stations), electrical vehicle charging stations, signage and safety monitoring specific to the Parking Spaces.

6. Payment of Additional Rent; Tenant's Percentage Share. Additional Rent (together with applicable sales tax unless exempt) shall be due and payable Payment shall be made on a monthly basis on or before the first (1st) day of each calendar month throughout the duration of the Term, without notice, demand, setoff or deduction and made payable to Landlord at the address provided in Section 7, which may change from time to time. If any payment due from Tenant shall remain overdue thirty (30) days after the due date, the payment due plus administrative charges shall bear interest at the rate of ten percent (10%) per annum. If any check given to Landlord for any payment is dishonored for any reason whatsoever attributable to Tenant, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees. The term "Rent" when used in this Lease shall include Base Rent and all forms of Additional Rent. For the purposes of this Lease, Tenant's Percentage Share shall be deemed to be a fraction, the numerator of which is the number of Parking Spaces (150 parking spaces), and the denominator of which shall be the total number of parking spaces within the Parking Garage (estimated to be 545 parking spaces) Landlord estimates that Tenant's Percentage Share will be approximately 27.52%, as may be adjusted based on the total number of parking spaces within the Parking Garage pursuant to the building permit for the Parking Garage. The parties agree that the estimated number of parking spaces and estimated percentage described in the previous sentence are not binding are intended only to provide an example of how Tenant's Percentage Share shall be calculated. After each year of the Term, Landlord shall provide Tenant with a reasonably detailed statement of the actual Operating Expenses for the prior year and Tenant's actual Percentage Share. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that the Landlord shall receive the entire amount actually owed by Tenant for Tenant's Percentage Share of the Operating Expenses for the prior year up to the amount of the Operating Expense Cap, but shall not exceed the amount of the Operating Expense Cap. Tenant shall receive a credit for any overpayments for the year on the next payment of the Additional Rent. Any payment adjustment owed by Tenant to Landlord will be due with the next payment of the Additional Rent. Tenant waives and releases any and all objections or claims relating to the actual Operating Expenses for any calendar year unless, within sixty (60) days after Landlord provides Tenant with the notice of the actual Operating Expenses, Tenant provides Landlord notice that it disputes the actual Operating Expenses. If Tenant disputes the actual Operating Expenses, Tenant shall continue to pay the Additional Rent in question to Landlord in the amount provided in the Operating Expenses (if a reoccurring expense) pending resolution of the dispute. Such dispute shall be resolved by hiring an independent auditor, whose fees shall not be on a contingency basis and whose fees shall be paid by Tenant, unless the audit discloses that Landlord's Operating Expense calculation was incorrect by more than seven percent (7%), in which case Landlord shall pay the cost of the independent auditor.

7. Notice. Any notice under the terms of this Lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postage-paid envelope or via express courier or other nationally recognized overnight delivery service and sent to the address(es) as set forth below:

If to Landlord: BB QOZ, LLC
c/o Affiliated Development
613 NW 3rd Ave., #104
Ft. Lauderdale, Florida 33311
Attention: Jeffrey Burns

With a copy to:	Kapp Morrison LLP 7900 Glades Rd., Suite 550 Boca Raton, Florida 33435 Attention: Lance Aker
If to Tenant:	Boynton Beach Community Redevelopment Agency Attn: CRA Director 100 East Ocean Avenue 4th Floor Boynton Beach, Florida 33435
With a copy to:	City of Boynton Beach, Florida Attn: City Manager 100 East Ocean Avenue Boynton Beach, Florida 33435

The address of either party may be changed upon giving at least fifteen (15) days' advance written notice of that change to the other party.

8. Landlord Rights. Landlord shall have the right to block off any or all of the Parking Garage, including the Parking Spaces, for purposes of repair or maintenance of the Parking Spaces. At no time will Landlord block of any Parking Spaces for more than ten (10) days without the prior written consent of Tenant, except as reasonably required to complete repair or maintenance of the Parking Spaces. Except in emergency circumstances, Landlord shall provide Tenant with not less than three (3) days' advance notice of the foregoing if Tenant's or the general public's access to the Parking Spaces will be prevented. Landlord shall have the unrestricted and exclusive right to utilize all parking spaces located within the Parking Garage other than the Parking Spaces ("Landlord's Parking Areas"). Tenant shall have no right to park within or utilize any portion of Landlord's Parking Areas. Landlord or its agents shall have the right to immediately remove, or cause to be removed, any car or vehicle of Tenant that may be parked in Landlord's Parking Areas, without any liability and without any advance notice to Tenant. Notwithstanding anything to the contrary set forth herein, Tenant hereby acknowledges and agrees that Landlord and its agents, employees, contractors, tenants, and licensees (collectively, the "Landlord Parties"), shall retain and have the unrestricted right to reasonably utilize those portions of the Parking Garage located around, adjacent to and surrounding the Parking Spaces, including without limitation, drive isles, ramping, pedestrian and handicap accessibility areas, back of house areas, stairwells, elevators and all other areas outside of the individual parking stalls for the Parking Spaces (collectively, the "Access Areas") for the purpose of vehicular and pedestrian ingress and egress to and from Landlord's Parking Areas so long as such use does not prevent access to the Parking Spaces. The Access Areas shall not include any area of the Parking Spaces. Tenant acknowledges and agrees that the foregoing right of the Landlord and Landlord Parties to reasonably utilize the Access Areas shall be irrevocable and remain in full force and effect throughout the duration of the Term (as the same may be extended) and Tenant shall have no right to claim constructive eviction by virtue of the Landlord's reasonable utilization of the Access Areas, notwithstanding the fact that such Access Areas may be located in close proximity to the Parking Spaces. Except as provided herein, Landlord shall include a provision in its residential leases prohibiting such tenants from parking within the Parking Spaces or otherwise use the Parking Spaces unless payment of the parking fees are made at the same rate as the general public utilizing the Tenant's Parking Spaces.

9. Landlord Covenants and Obligations. Landlord covenants that: (a) prior to the Lease Commencement Date, it will have fee title in the land of which the Project and Parking Garage will be substantially completed; and (b) upon performing all of its obligations hereunder, Tenant and general public

shall have access to the Parking Spaces and Access Areas for the Term (including any extension thereof) of this Lease, subject, nevertheless, to the terms and conditions of this Lease.

Except as specifically required herein of the Tenant with regards to the Parking Spaces, Landlord shall operate, manage, equip, light, repair and maintain, in a reasonably clean and safe manner, the Parking Garage, Parking Spaces and Access Areas and all facilities and fixtures, including without limitation roof, walls, ramps, electrical installations, elevators, fire and related alarms, lighting, landscaping, and doors in working condition and repair necessary for their intended purposes in a manner comparable to other similar parking garages in Palm Beach County, Florida, the cost of which maintenance, repairs and replacements shall be included in the Operating Expenses. The foregoing shall also include the Landlord providing janitorial services, waste and recycling removal, and pest control services throughout the Parking Garage, which service costs shall be included in the Operating Expenses. If a repair is needed within the Parking Garage, Tenant shall notify the Landlord in writing of the need for the repair, which notice Landlord shall acknowledge within three (3) business days of receipt of same, and Landlord shall use good faith to complete such repair in a timely manner, and the cost of such repair shall be included in the Operating Expenses. Notwithstanding anything to the contrary herein, Tenant shall promptly repair any damage to the Parking Spaces or Parking Garage caused by the Tenant or Tenant's agents, employees, contractors, licensees or invitees, at Tenant's sole cost and expense.

Landlord may, in its sole and absolute discretion, restrict the size, location, nature or use of the Access Areas as those Access Areas exist at the Lease Commencement Date.

Landlord shall be responsible for paying all utilities at the Parking Garage as of the Lease Commencement Date including without limitation water, sewer, stormwater, gas, solid waste and electricity for the Parking Garage, to the extent such utilities serve the Parking Garage, with Tenant paying to Landlord Tenant's Percentage Share of the utilities as Additional Rent when due. Tenant shall be responsible for paying all utilities exclusively necessary or separately metered for the Parking Spaces and management of the same (e.g., Tenant shall be responsible to install and pay for any electrical charges for parking meters it installs, including the cost of all power requirements necessary to service the electric vehicle charging stations). Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any Landlord utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord in its sole and absolute discretion.

10. Landlord's Liability. All Tenant's personal property placed or moved in the Parking Garage shall be at the Tenant's risk or the owner's risk thereof. Landlord shall not be liable for any damage to Tenant's personal property, or any other person's personal property, including, but not limited to, lost or stolen items, occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by the Landlord's willful intent or grossly negligent acts or omissions.

11. Insurance. Tenant shall, at its cost, procure and maintain and keep in force at all times thereafter during the Term the following insurance with respect to the Parking Spaces: (a) Commercial General Liability Insurance with contractual liability coverage for the Parking Spaces a single limit of $1,000,000 per occurrence; (b) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; (c) automobile liability insurance covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than $1,000,000 combined single limit for property damage and bodily injury; and (d) such other insurance as Landlord or any mortgagee may reasonably require and which is permitted by law. Prior to the Lease Commencement Date, Tenant shall deliver to Landlord copies of the aforementioned policies. Landlord shall maintain for the Term of this Lease (and any extension thereof) such insurance as is reasonably necessary and consistent with the insurance coverage provided by the owners of similar parking garages in Palm Beach County,

Florida, to provide coverage for the Landlord' operation and management of the Parking Garage and obligations as stated herein.

12. Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant fails to cure Tenant's breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; (c) Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant which is not otherwise dismissed within thirty (30) days of its filing; (d) Tenant transfers or assigns this Lease or subleases any of the Parking Spaces in violation of this Lease; (e) Tenant violates any of the Rules set forth in Section 22, as the same may be amended or modified from time to time, and thereafter fails to cure such violation within thirty (30) days after receipt Landlord's notice thereof; or (f) Tenant uses the Parking Spaces and/or the Parking Garage for any reason other than the Permitted Use (as defined in Section 14, below) and Tenant fails to cease such use within thirty (30) days receipt of Landlord's notice thereof. Notwithstanding anything to the contrary, in the event any Event of Default necessitates emergency action as reasonably determined by Landlord, then the foregoing 30-day time period shall not apply and Landlord shall have the option (but not the obligation) to immediately cure such Event of Default.

Each of the following shall be an "Event of Default" under this Lease: (a) Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant.

If the Tenant's or Landlord's Event the Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter diligently proceeds with the curing of the default.

13. Remedies. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may:

(a) Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Tenant to Landlord within thirty (30) days of rendition of a bill or statement to Tenant therefor together with reasonable supporting documentation).

(b) Cure such Event of Default, and if Tenant, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Landlord to Tenant within thirty (30) days of rendition of a bill or statement to Landlord therefor (together with reasonable supporting documentation).

Notwithstanding anything to the contrary set forth above, all rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity.

14. Permitted Use.

(a) Tenant may use the Parking Spaces only for the parking of cars, motorcycles and other ordinary passenger vehicles (including pick-up trucks, vans and sport utility vehicles) by members of the general public, by Tenant and by the City of Boynton Beach, and Tenant may charge the general public

for said parking (the "Permitted Use"). The City of Boynton Beach's and Tenant's use of the Parking Spaces to store or deploy vehicles in and from the Parking Garage during hurricanes, weather events, and other emergencies shall be considered part of the Permitted Use. Tenant shall have the right to determine the time(s) and manner in which the Parking Spaces may be used. In no event shall Tenant cause or permit the City of Boynton Beach to park any vehicles owned or maintained by the City of Boynton Beach within the Parking Garage which are used in connection with the City of Boynton Beach's transportation or storage of any Hazardous Materials (as defined below). In no event shall Tenant use or promote the use of the Parking Spaces for any use or purpose other than the Permitted Use. Along with the use of the Parking Spaces, subject to the terms and conditions of this Lease and the reasonable rules and regulations promulgated by Landlord, Landlord hereby grants Tenant and its agents, employees, contractors, guests, tenants, licensees, invitees, and customers (collectively, the "Tenant Parties"), at no cost or expense to any of the foregoing parties, the non-exclusive right to utilize the Access Areas. Landlord acknowledges and agrees that the foregoing right of the Tenant and Tenant Parties to reasonably utilize the Access Areas shall remain in full force and effect throughout the duration of the Term (as the same may be extended). Tenant represents and warrants to Landlord that throughout the duration of the Term of this Lease, Tenant shall: (i) use its commercially reasonable efforts and good faith to monitor and control the Parking Spaces to ensure that the Parking Spaces are being utilized solely for the Permitted Use; (ii) not interfere with or diminish the use of the Parking Garage by the Landlord or any Landlord Parties or others properly utilizing the Parking Garage; (iii) take commercially reasonable measures to prohibit littering, loitering, any unauthorized signage/postings, loud music, unauthorized sale of goods, unauthorized disposing of food or garbage, and unauthorized storage of any vehicle or personal property (other than may be approved by Landlord in writing) within the Parking Spaces or Access Areas; and (iv) adopt and implement enforcement measures in furtherance of the foregoing, consistent with the terms and conditions of this Lease; provided that, the Tenant shall not have and shall not be required to have any person on site to comply with the foregoing. For the purposes of this Section 14, "Hazardous Materials" shall mean any petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, mold, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "toxic substances," "pollutants," "contaminants" or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any applicable legal requirements relating to the injury to, or the pollution or protection of human health and safety or the "environment" (which term shall mean any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments, and biota). For the avoidance of doubt, the parking of cars, motorcycles and other ordinary passenger vehicles that are not used to transport Hazardous Materials shall not be deemed a breach of this Section 14.

(b) Anything in this Lease to the contrary notwithstanding, this Lease, including but not limited to the obligations as to Parking Spaces being designated for use by the public, does not affect or impact the Parking Code requirements of the City of Boynton Beach. Without limiting the generality of the foregoing statement, it is acknowledged, understood and agreed that Tenant will not object to the Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the Project with the code requirements of the City of Boynton Beach.

15. Liens. The interest of Landlord in the Parking Spaces and the Parking Garage shall not be subject in any way to any liens for any work, materials, improvements or alterations to the extent such work, materials, improvements or alterations are furnished or made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Parking Spaces or the Parking Garage for work, materials, improvements or alterations claimed to have been furnished to, or made by Tenant, Tenant shall cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within forty-five (45) days after notice to

Tenant. The foregoing shall not apply to work, materials, improvements or alterations required to be furnished, made by, or on behalf of the Tenant by the Landlord under the terms of this Lease.

16. Subordination. Tenant agrees to reasonably negotiate and execute a subordination, non-disturbance and attornment agreement with Landlord's first mortgage lender within forty-five (45) days of Landlord's written request of the same. Prior to the Lease Commencement Date, the Tenant agrees to review any request of the Landlord's first mortgage lender to alter a provision herein and, the Tenant's Executive Director, shall administratively amend this Agreement (without requirement of Tenant's Board's further approval) as may be reasonably required by such lender, provided that such amendment does not pertain to or impact any material term of this Lease and is for the purpose of complying with the lender requirements in order to effectuate a financial closing. If any required amendment by the lender would have a material effect on the terms and conditions set forth in this Lease, then such amendment shall require Tenant's Board's approval, not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, the term "material term" shall include all terms and provisions reasonably deemed material by the Tenant's Attorney or Tenant's Board at the time such request for amendment is made.

17. Assignment/Sublet. Tenant shall not assign this Lease or license or sublet all or any portion of the Parking Spaces without the prior written consent of Landlord, which consent will not unreasonably be withheld. Notwithstanding the foregoing, subject to the terms and conditions of this Lease, Tenant shall have the right, without Landlord's prior written consent, to sell individual daily, weekly, or monthly parking passes to the general public for the use of the Parking Spaces for use consistent with the Permitted Use set forth in this Lease (each a "Parking Pass"). Each Parking Pass and all rights of the parties thereunder shall be subject to and subordinate to this Lease. Upon request from Landlord, Tenant shall promptly provide a list of any and all holders of any Parking Pass and the effective period of such Parking Pass. Prior to substantial completion of the Parking Garage, this Lease may be assigned, without the prior written consent of Tenant, by Landlord to an entity that is managed by Landlord's key principals, Jeff Burns and Nicholas Rojo. After substantial completion of the Parking Garage, Landlord shall have the right to assign or sublease this Lease to any third party without the consent of Tenant, provided that such assignment may only be an assignment or sublease of the whole Lease, and notice of such assignment or sublease shall be provided to Tenant within thirty (30) days o same. Tenant may assign this Lease at any time to the City of Boynton Beach without Landlord's prior written consent; provided, however, that Tenant and the City of Boynton Beach shall provide notice of any such assignment. Landlord expressly permits Tenant, at Tenant's sole cost and expense, to engage another entity to manage the Tenant's parking operations (including metering, electric vehicle charging, and other management related to improvements to Parking Spaces).

18. Alterations.

(a) By Landlord. Landlord may modify, alter or change the Parking Garage in any manner or in any fashion as deemed advisable by Landlord, in its sole discretion; provided such modification, alterations or change does not materially and adversely impact the Tenant's access to and/or use of the Parking Spaces or non-exclusive use of the Access Areas. Landlord may place parking identification signs or such other signage as deemed advisable by Landlord, in its sole discretion. All alterations by Landlord must comply with applicable law, Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

(b) By Tenant. Tenant shall not make any improvements, modifications or alterations to the Parking Spaces or the Parking Garage that affect the Parking Garage structure, or the mechanical, electrical, plumbing, utility or fire safety systems in the Parking Garage structure, whether temporary or permanent, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant, at its own expense, may make nonstructural alterations or additions to the Parking Spaces with the consent of Landlord, which consent shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing, subject to the express terms and

conditions set forth below, Tenant shall, at Tenant's sole cost and expense, install certain removable fixtures, such as parking meters, electronic vehicle charging stations, safety monitoring equipment, and signage within the Parking Spaces as deemed reasonably necessary or desirous for Tenant's operation of the Parking Spaces or other signage in the Access Areas in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably delayed (the "Permitted Alterations"). Landlord may withhold its approval to any Permitted Alterations in the event that Landlord reasonably determines that the proposed Permitted Alteration: (i) may impede or otherwise impair Landlord's operation of the Parking Garage or diminish the value of the Parking Garage; (ii) may not be easily removed or may otherwise cause damage or defacement to the Parking Garage upon installation, operation, or removal; (iii) may measurably increase Landlord's liability or insurance premiums for the Parking Garage (unless Tenant agrees to pay such measurable increase); (iv) is otherwise inconsistent with the standards for other similarly situated or comparable parking garages in Palm Beach County, Florida; (v) includes a structural alteration; (vi) includes an exterior change outside the Parking Spaces and Access Areas or change to the exterior of the Parking Garage (except for exterior signage indicating public parking at the Parking Garage in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed); or (vii) is not in compliance with applicable law. Landlord specifically agrees that the installation of parking meters at all Parking Spaces and 17 electric vehicle charging stations by Tenant shall be permitted, and Landlord shall design and construct the Parking Garage to provide the estimated electrical transformer capacity for same. Prior to Tenant's commencement of the installation of any Permitted Alterations, Tenant shall provide Landlord with: (i) plans, specifications, and proposed renderings of the Permitted Alterations; and (ii) Tenant's proposed contractor to be engaged in connection with the installation of the Permitted Alterations. Tenant's plans, specifications, renderings, and proposed contractor shall be subject to Landlord's prior review and approval consistent with the foregoing. All improvements, modifications or alterations by or on behalf of Tenant (including Permitted Alterations) shall be fully coordinated with Landlord and all such improvements, modifications or alterations shall be done in a good and workmanlike manner, lien free, and in accordance with applicable law. Tenant shall keep Landlord reasonably apprised of the status of installation. Any damage to any part of the Project that occurs as a result of any improvements, modifications or alterations by or on behalf of Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord. In all events, prior to the commencement of the installation of any Permitted Alterations or other permitted improvements, modifications, or alterations by or on behalf of Tenant, Tenant's contractor shall provide Landlord with a copy of its insurance policy which shall meet the criteria set forth in Section 11, above, and which shall name Landlord and Landlord's mortgagee as additional insureds and shall be evidenced by endorsement. Tenant, at Tenant's option, shall have the right to remove any and all Permitted Alterations or other permitted alterations, modifications, or improvements made by or on behalf of Tenant and replace same with similar quality, purpose and functionality. Notwithstanding the foregoing, at the time that any Tenant's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall not be permitted to remove any such Permitted Alterations or other permitted alterations, modifications or improvements unless Landlord requires removal thereof; however, at the time that any Landlord's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall have the right to remove any such Permitted Alterations or other permitted alterations, modifications or improvements provided that (i) such right is exercised within forty-five (45) days after the expiration of the applicable cure period and (ii) Tenant repairs any damage caused by such removal and restores the Parking Spaces to the condition that existed prior to the installation of the Permitted Alterations, ordinary wear and tear excepted. In the event Tenant is entitled or required to remove such Permitted Alterations or other alterations, modifications or improvements, then prior to the expiration or earlier termination of the Term (or as may be extended), Tenant, at Tenant's sole cost and expense, shall remove, or cause to be removed, each of the Permitted Alterations or other alterations, improvements or modifications, and repair, or cause to be repaired, all damage resulting therefrom with reasonable wear and tear excepted. Tenant shall cause all Permitted Alterations, as applicable, to be separately metered at Tenant's sole cost and expense, and Tenant shall pay directly to the utility provider all amounts due and payable in connection with the use and installation of such Permitted Alterations, including, without limitation, usage fees, tap-in fees, and meter installation costs. All alterations

by Tenant must comply with Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

19. Holdover Rent. Tenant shall be liable to Landlord for all damages in the event Tenant holds over beyond the expiration of the Term that Landlord may suffer by reason of any holding over by Tenant.

20. Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH OR ARISING FROM THIS LEASE.

21. Broker. The parties each represent and warrant to the other that no real estate broker, salesman, finder or agent was involved in the procurement or negotiation of this Lease.

22. Rules and Regulations. Tenant shall at all times abide by any rules and regulations ("Rules") for use of the Parking Garage, including the Parking Spaces, that Landlord or Landlord's garage operator reasonably establishes from time to time, so long as such rules and regulations do not unreasonably interfere with the Permitted Use of the parking spaces, and otherwise agrees to use the Parking Garage and the Parking Spaces in a safe and lawful manner that does not interfere with or diminish the Parking Garage by Landlord's other tenants. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Garage, including the Parking Spaces, from time to time including any key-card, sticker or other identification or entrance system; provided that, such adoption, modification, and enforcement does not materially and adversely affect Tenant's and the general public's access to the Parking Spaces and Access Areas, materially interfere with the Permitted Use of the Parking Spaces, or materially increase Tenant's Percentage Share unless such modification is required by an applicable law. If the Rules are reasonably posted at the Parking Garage, Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, including the Parking Spaces, and any violation of the Rules shall subject the car to removal from the Parking Garage and the Parking Spaces. If Tenant violates any of the Rules and such violation continues for or is not cured within five (5) days following notice from Landlord then, in addition to all other rights and remedies available to Landlord at law, in equity, and under this Lease, Landlord shall have the right to remove from the Parking Garage, including the Parking Spaces, any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability for any damages caused to such vehicle in connection with such removal.

23. Casualty and Condemnation. If, during the Term (as the same may be extended), the Parking Garage or any portion thereof, including, but not limited to, the Parking Spaces, shall be condemned, taken by eminent domain, materially damaged or destroyed by fire or other casualty, then Tenant shall have the option to terminate this Lease upon written notice to Landlord whereupon this Lease shall immediately terminate and be deemed of no further force and effect and Landlord and Tenant shall be released of all obligations and liabilities arising after such termination (except for such obligations and liabilities expressly identified herein as surviving the termination of this Lease); provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event Tenant does not exercise the foregoing termination option, then Landlord shall forthwith commence to restore the Parking Garage, including the Parking Spaces, to working condition, and during such restoration period Rent shall be wholly abated; provided, however, Landlord shall only be obligated to restore the Parking Garage to the extent that Landlord actually receives insurance proceeds or condemnation awards sufficient to enable such restoration. Regardless of whether Landlord receives such insurance proceeds, if Landlord: (i) fails to restore the Parking Garage within two (2) years after the

occurrence of such casualty; and (ii) Tenant's access to and use of the Parking Spaces is materially and adversely impacted, then Tenant shall have the right to terminate this Lease upon thirty (30) days' notice to Landlord, in which case Landlord shall select one of the following options to compensate Tenant for the loss of public parking: (i) provide 150 spaces within Tenant's jurisdiction and within half of one mile of the Parking Garage; (ii) make payment to Tenant for the cost to Tenant of replacing 150 spaces for the remainder of the Term within Tenant's jurisdiction and within half of one mile of the Parking Garage less the amount of net revenue Tenant has collected from the Parking Spaces (including, without limitation, from parking meters, charging stations or event parking), (iii) with Tenant's consent, transfer ownership of the parcel of property upon which the Parking Garage is/was located to Tenant, or (iv) such other compensation as the parties may mutually agree. If any portion of the Parking Garage (including any fixtures, equipment and personal property therein) or any Parking Space is damaged or destroyed due to any act or omission of Tenant, Tenant shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

24. Binding Effect. This Lease is binding on the parties and their heirs, legal representatives, successors and permitted assigns, subject to the limitations set forth herein.

25. Recitals. The Recitals at the beginning of this Lease are incorporated herein as true and correct statements and binding on the parties.

26. Recording. A memorandum of this Lease may be recorded in the public records of Palm Beach County, Florida.

27. Sales Tax Exemption. Notwithstanding anything to the contrary set forth in this Lease, so long as Tenant obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Landlord contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall be exempted from paying sales tax under this Lease. Tenant shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Landlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Tenant's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, Tenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by Tenant under this Lease for any reason whatsoever, then Tenant shall be liable for all sales taxes due under this Lease and shall promptly remit same to Landlord. Tenant may, upon written notice to Landlord, request that Landlord contest any such taxes, assessments and other charges that Tenant reasonably determines, in its good faith judgment, are not appropriate or applicable Landlord may elect, but shall not be obligated, to accept any request by Tenant to contest such taxes, assessments and/or other charges. In the event Landlord elects to accept Tenant's request, Tenant shall reimburse Landlord for all actual costs and expenses incurred by Landlord in connection with contesting such taxes, assessments and/or other charges on Tenant's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Landlord's written demand therefor. Notwithstanding any pending tax or assessment contest, Tenant shall be obligated to pay, when and as due under this Lease, all taxes, assessments or other charges so contested. Tenant's obligation to pay any taxes, assessments and/or other charges under this Lease shall not be contingent upon the resolution of any such tax contest. Landlord shall provide the Tenant with a credit for all taxes, assessments and other charges which are awarded to Landlord in such tax contest to the extent applicable to Tenant's Percentage Share.

28. Entire Agreement and Severability. This Lease contains the entire agreement between the parties hereto regarding the Parking Garage and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out

of, or in any way connected with this Lease shall be Palm Beach County, Florida. If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to 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 or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

29. Force Majeure. If by reason of Force Majeure, it is impossible for the Landlord or Tenant in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein (except for the payment of monies or Rent), the Landlord or Tenant shall not be deemed in breach of its obligations during the continuance of such Force Majeure event. Such Force Majeure event does not affect any obligations of the Landlord or Tenant other than the timing of performance of such obligations. The term "Force Majeure" as used herein means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials, epidemics (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), epidemics, pandemics (such as COVID-19 and variations thereof), disease, quarantine restrictions, freight embargoes, fire or other casualty, lightning, hurricanes, earthquakes, tornadoes, floods, abnormal and highly unusual inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Lease; or acts, or failure to act, of any governmental authority.

30. Radon. 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 Palm Beach County's public health unit.

31. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

32. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

33. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

34. Public Entity Crimes. As provided in section 287.133, Florida Statutes, by entering into this Lease or performing any of its obligations and tasks in furtherance hereof, Landlord certifies that, to its knowledge, it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133 (3)(a), Florida Statutes.

35. Palm Beach County Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Tenant contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant and its agents in order to ensure compliance with Lease requirements and detect corruption and fraud. Failure to cooperate to the extent required by applicable law with the reasonable requests of the Inspector General or intentionally interfering with or impeding any investigation may result in sanctions or penalties as set forth in the Palm Beach County Code.

36. Exclusion of Third Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens, residents or employees of the Landlord or Tenant.

37. Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

38. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

39. Compliance. Each of the parties agrees to perform its responsibilities under this Lease in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Lease. Landlord shall at all times have the proper business licenses required of the City of Boynton Beach for the operation and leasing of the Parking Garage. Tenant warrants and covenants to Landlord that it shall not perform any act (or refrain from performing any act) within the Parking Garage that would jeopardize, rescind, or invalidate the validity of the applicable business licenses required for the operation and leasing of the Parking Garage. In furtherance of the foregoing, Tenant agrees that it shall promptly cooperate, assist and act in good faith with Landlord in order to facilitate Landlord's obtaining and maintaining all required business licenses requested by Landlord for the operation of the Parking Garage and shall not take any action or inaction to prevent such licenses from being issued, rescinded or revoked. Subject to Tenant's foregoing covenants, Landlord is solely responsible for obtaining all applicable governmental approvals related to the operation of the Parking Garage; provided, however, Tenant shall be responsible to obtain all permits and governmental approvals related to its use of the Parking Spaces and any permitted alterations or improvements undertaken by or on behalf of Tenant (including the Permitted Alterations).

40. Joinder. By its Joinder hereto, the City hereby acknowledges that upon the dissolution of the Boynton Beach Community Redevelopment Agency, the City shall automatically become the Tenant and shall have all rights and obligations as provided in this Lease as if City were the original Tenant in this Lease, which all Parties hereby expressly acknowledge, submit to, and agree.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of this ___ day of _____, 2022.

LANDLORD:

BB QOZ, LLC,
a Florida limited liability company

By:_____
Print Name: Jeffrey Burns
Its: Manager

WITNESSES:

_____ (1)

Print Name: _____

WITNESSES:

_____ (2)

Print Name: _____

TENANT:

THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ty Penserga, Board Chair

Witness:

_____

Print Name:_____

Approved for legal sufficiency:

By: _____
, CRA Attorney

Approved for financial sufficiency:

By: _____
, Financial Services Director

JOINDER PARTY

THE CITY OF BOYNTON BEACH

By: _____ By: _____

Print :_____ Witness: _____

Approved for legal sufficiency: Approved for financial sufficiency:

By: _____ By: _____
, City Attorney , Financial Services Director

EXHIBIT A

Property Description

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

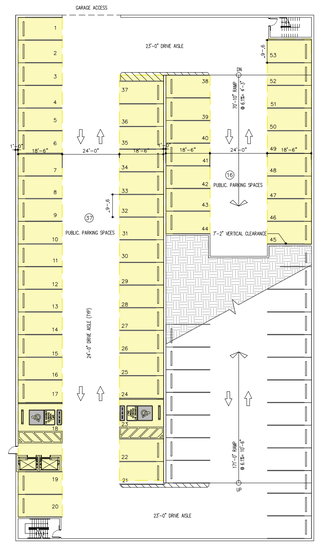
Physical Address: 529 E. Ocean Ave., Boynton Beach, FL

Parcel #: 08434528030060120

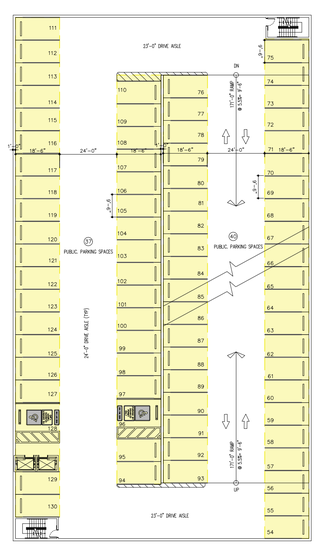
Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

EXHIBIT B

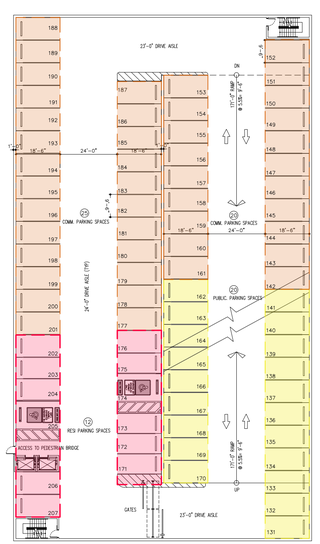
Parking Garage Floor Plan



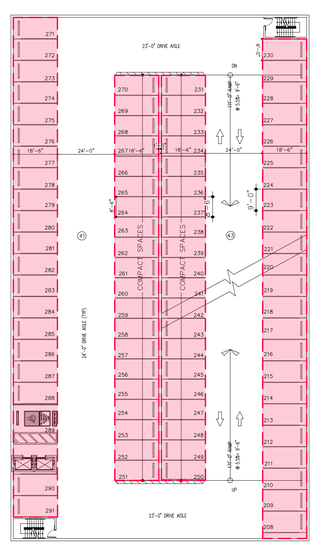
LEVEL 1 (53 sp)



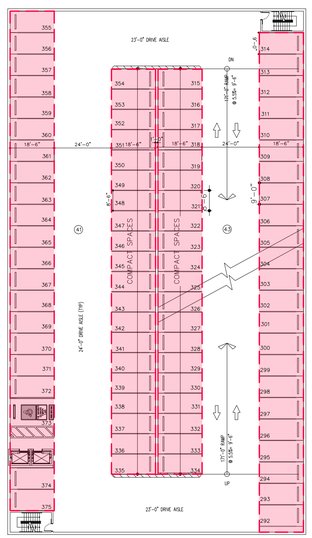
LEVEL 2 (77 sp)



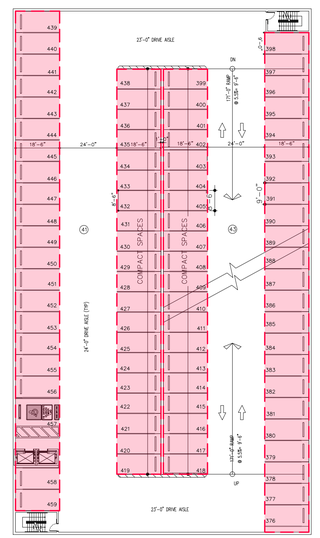
LEVEL 3 (77 sp)



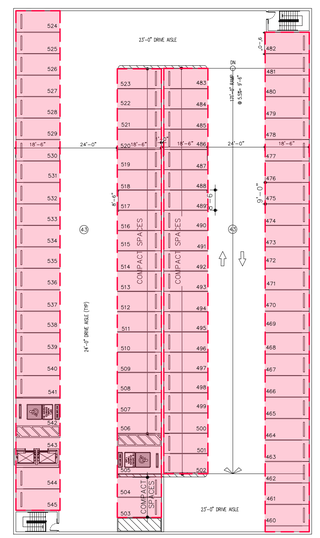
LEVEL 4 (84 sp)



LEVEL 5 (84 sp)



LEVEL 6 (84 sp)



LEVEL 7 (86 sp)

COLOR CODE LEGEND

- PUBLIC PARKING SPACES (Floors 1-3) = 150 spaces
- COMMERCIAL PARKING SPACES (Floor 3) = 45 spaces
- RESIDENTIAL PARKING SPACES (Floor 3-7) = 350 spaces

TOTAL= 545 spaces

NORTH

GARAGE FLOORS

SCALE: 1" = 30'-0"

2022.02.09

THE PIERCE

FOR:
AFFILIATED DEVELOPMENT
LOCATED AT:
BOYNTON BEACH, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

BY

MSA ARCHITECTS
ARCHITECTURE & PLANNING
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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DRAWN
DATE 01/29/2021
SCALE AS SHOWN
JOB NO. 2024.PRJ

SHEET TITLE:
GARAGE FLOORS

SHEET NUMBER:
GA-2.1.1

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Approve the request for the Release of Declaration of Unity of Title previously placed on parcels located at the southeast corner of NE 2nd Street and NE 11th Avenue, in connection with the previous approval of a Unity of Control instrument on property approved for a duplex for a Habitat for Humanity project.

Explanation of Request:
Habitat for Humanity of South Palm Beach County has acquired parcels from the City located at the southeast corner of NE 2nd Street and NE 11th Avenue and constructed a duplex as part of their affordable housing production program. The parcels were unified (assembled and combined) under the single ownership of Habitat for Humanity as required by the City pursuant to local Zoning Regulations. The Unity of Title instrument was used to satisfy this requirement (see attached).

Unanticipated was the requirement by the lender for each of the two duplex units to have individual property control numbers. To satisfy the needs of the lender, and address the intent of the Zoning Regulations to have a single-managed parcel, the City offered the use of a Unity of Control instrument which was approved by the City on January 4, 2022 (see attached executed Unity of Control document).

A requirement of executing the Unity of Control document is the elimination ("Release") of the Unity of Title instrument. This action completes the replacement of the Unity of Title with the Unity of Control instrument. See the exhibits for the proposed Release of Unity of Title document.

How will this affect city programs or services? N/A

Fiscal Impact: N/A

Alternatives: None recommended

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Exhibit	Release of Unity of Title document
Exhibit	Declaration of Unity of Control document
Exhibit	Declaration of Unity of Title document

Prepared by and return to:
Ryan S. Shipp, Esquire
Law Office of Ryan S. Shipp, PLLC
814 W. Lantana, Rd. Suite #1
Lantana, FL 33462
561.699.0399
File Number: 6919(b)

RELEASE OF DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, City of Boynton Beach, Florida hereby releases the Declaration of Unity of Title heretofore made and declared by Habitat for Humanity of South Palm Beach County, Inc., a Florida not for profit corporation, on the 27th day of November, 2018, and recorded on November 28, 2018 in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in Official Records Book 30269 Pages 1349, relating and pertaining to the following described real estate in the City of Boynton Beach, County of Palm Beach. State of Florida, to wit:

***SEE* EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF

All terms, conditions and provisions contained in the aforementioned Declaration of Unity of Title are hereby released and cancelled.

*****Upon the recording of this Release of Declaration of Unity of Title, the legal description in Exhibit "A" attached hereto shall serve as the new legal descriptions for the parcels as instructed by the Declaration of Unity of Control recorded in the Public Records of Palm Beach County, Florida.*****

SIGNED AND SEALED this _____ day of _____, 2021.

_____
Witness

CITY OF BOYNTON BEACH, FLORIDA

_____
Witness

By: _____
Its: _____

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this ____ day of _____, 2021 by_____, as _____ [_] is personally known or [_] has produced _____ as identification.

[Notary Seal]

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

Habitat for Humanity of South Palm Beach County
181 SE 5th Avenue
Delray Beach, FL 33483

Exhibit "A"

08434521220040092
SOUTH 1/2 OF WEST 1/2 OF LOT 9, BLOCK 4 OF MEEKS AND ANDREWS ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 84, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

08434521220040093
NORTH 65 FEET OF THE WEST 1/2 OF LOT 9, BLOCK 4 OF MEEKS AND ANDREWS ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 84, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

08434521220040101
NORTH 75 FEET OF LOT 10, BLOCK 4 OF MEEKS AND ANDREWS ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 84, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

08-43-45-21-22-004-0103
THE SOUTH 25 FEET OF LOT 10, BLOCK 4, THE MEEKS AND ANDREWS ADDITION TO BOYNTON, FLA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

08434521220040102
THE NORTH 25 FEET OF THE SOUTH 50 FEET OF LOT 10, BLOCK 4, THE MEEKS AND ANDREWS ADDITION TO BOYNTON, FLA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

08434521220040104
THE NORTH 25 FEET OF THE SOUTH 75 FEET OF LOT 10, BLOCK 4, THE MEEKS AND ANDREWS ADDITION TO BOYNTON BEACH, FLA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

R22-001

SEE page "3"

PREPARED BY AND RETURN TO:
Ryan S. Shipp, Esq.
Law Office of Ryan S. Shipp, PLLC
814 W. Lantana Rd. Suite 1,
Lantana, Florida 33462
561.699.0399

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION of Unity of Control ("Declaration") is made this _____day of_____ 2021, by Habitat for Humanity of South Palm Beach County, Inc., a Florida not for profit corporation ("HABITAT") and the City of Boynton Beach ("BB").

RECITALS:

A. WHEREAS, HABITAT is the owner of two (2) separate, but adjoining parcels of real property located within the City of Boynton Beach, in Palm Beach County, Florida, and more particularly described by the legal descriptions as contained on **Exhibit "A"**, attached hereto (collectively the "Property") and further described on the Survey attached hereto as **Exhibit "B"**.

B. WHEREAS, the Property, and the improvements located thereon, contain a residential duplex dwelling structure with two (2) separate units (the "Duplex"), which is divided by a party wall;

C. WHEREAS, this Declaration shall authorize HABITAT and BB to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities;

D. WHEREAS, HABITAT and BB have recognized the need for BB to support establishment of affordable housing opportunities within the municipal boundaries of BB due to the ability of HABITAT to leverage its resources for the greater good of citizens of BB;

E. WHEREAS, HABITAT intends to have two (2) separate grounds leases, with one (1) ground lease for Parcel "A" and one (1) ground lease for Parcel "B", and each ground lease shall encumber the Property by way of recorded memorandums of ground leases;

F. WHEREAS, HABITAT and BB have also recognized that the Property with the Duplex thereon may or may not be confirming with current BB zoning and/or planning guidelines (e.g. minimum setback requirements; and

G. WHEREAS, in recognizing these facts, HABITAT and BB desire to enter into this Declaration, which provides for the Property owned by HABITAT and located within the boundaries of BB to be used for affordable housing.

NOW, THEREFORE, in consideration of the grants and agreements herein made and in consideration of $10.00 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HABITAT hereby subjects the Property to the following restrictions:

1) **Recitals**. The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.

2) **Unified Control**. All structures, uses and parking areas on the Property are owned by HABITAT. In furtherance of the foregoing, the Property shall be deemed to meet all BB zoning and/or planning guidelines requirements as if they are one lot.

3) **Easements**. HABITAT hereby dedicates, grants and establishes for the benefit of the Property, and the owners of any portion thereof (as well as their employees, agents, guests, invitees, mortgages, tenants, lessees, subtenants, licensees, heirs, successors and assigns) the following easements:

   a) A non-exclusive easement for the right-of-way of pedestrians and vehicular ingress and egress over, on and across the areas within the Property constituting driveways and roadways, as shown on the Survey.

   b) A non-exclusive easement for the parking of vehicles over, on and across areas within the Property constituting parking areas.

   c) A non-exclusive easement for the installation, operation and maintenance of utilities necessary to serve all portions of the Property, including, but not limited to, the right to install, maintain, use, repair and replace underground pipes, ducts, conduits and cables as necessary to transmit and distribute electricity, gas, water, sewer, cable television, drainage, telephone, lighting and other utilities and common public services under such present and future areas of the Property constituting parking areas, driveways and roadways, as shown on the Survey in **Exhibit "B"**, and through the other portions of the Property which specifically provide for and contain such utility lines, provided the same does not materially interfere with the use and enjoyment of any portion of the Property.

   d) A non-exclusive easement for surface water management and drainage necessary to serve all portions of the Property over, under and across such areas within the Property constituting parking areas, driveways and roadways, as shown on the Survey which specifically provide for and contains surface water management and drainage facilities, provided the same does not materially interfere with the use and enjoyment of any portion of the Property.

   e) HABITAT or HABITAT's lessee(s), which will be agreed upon by way of separate agreement(s), shall provide for the perpetual operation and maintenance of all shared/common facilities, and improvements, which are not provided, operated or maintained at public expense.

4) **Covenants Run with the Land**. All of the covenants, easements and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Property, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, lessees, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Property.

5) **Modification and Termination**. This Declaration may not be terminated or modified in any way except by means of an instrument executed by HABITAT after the prior written consent of BB.

6) **Owners' Restrictions**.
   a) Subsequent to the execution of this Declaration, if necessary, HABITAT may apply for and obtain two (2) separate parcel control numbers and/or legal descriptions prepared for the area

to be occupied by each of the units in the Duplex, as described in the Survey, for the purpose of mortgage financing and 99-year ground leases;

b) No unit owner, tenant, lessee, mortgagor, or any other person or entity holding an interest in any one of the units in the Duplex shall be allowed to construct, expand or build beyond the "footprint" of the Duplex, construct accessory structures, sheds or patios or any similar structure. Provided, however, a unit owner, tenant, lessee, mortgagor or any other person or entity holding an interest in any one of the units, may construct a fence on the side and rear boundaries of leased area, subject to all permitting requirements of BB and/or Palm Beach County.

c) In regards to Parcel "A" and Parcel "B", HABITAT shall take or fail to take any action, or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easements herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Property which constitute parking areas, driveways and roadways contained on the Survey shall not be blocked, obstructed or impeded.

7) **Miscellaneous**.

a) Each covenant in this Declaration is an independent and separate covenant. If any term or provision of the Declaration or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of the Declaration and application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid enforceable to the fullest extent permitted by law.

b) This covenant shall be recorded in the Public Records of Palm Beach County Florida.
   i) A condition of this Declaration is that HABITAT shall file a Release of Declaration of Unity of Title (the "Release"), to the Unity of Title, which was recorded in the Public of Records of Palm Beach County on November 28, 2018, Book 30269, Page 1349;
   ii) Said Release shall be approved and signed by BB; and
   iii) Upon the filing of the Release, the County is instructed to have the legal descriptions reflected in **Exhibit "A"** hereto, be the new legal descriptions for Parcel "A" and Parcel "B".

c) Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.

d) This Declaration and the rights created hereby, including, but not limited to, the cross easements shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration. Nothing contained in this Declaration shall preclude HABITAT or their successors in interest to the Property, from imposing further covenants not inconsistent with the terms and conditions of this Declaration.

e) Third Party beneficiary Palm Beach County has the right to enforce the Declaration through legal, equitable or administrative proceedings.

f) The venue for any legal action regarding this covenant shall be in Palm Beach County Florida.

g) Venue for any legal proceeding regarding this Declaration shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

CITY OF BOYNTON BEACH

ATTEST:

By:_____
[CLERK]

By:_____
[MAYOR]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
[CITY ATTORNEY]

HABITAT FOR HUMANITY OF SOUTH PALM BEACH, INC.

By:_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
[ATTORNEY]

EXHIBIT "A"

DESCRIPTION: (PARCEL "A")

THE WEST HALF OF LOT 9 AND ALL OF LOT 10, BLOCK 4, MEEKS AND ANDREWS ADDITION TO BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 73.54 FEET TO A POINT; THENCE EASTERLY AT AN ANGLE OF 90°00'00" AS MEASURED FROM SOUTH TO EAST, A DISTANCE OF 74.97 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID LOT 9; THENCE SOUTHERLY AT AN ANGLE OF 90°00'00" AS MEASURED FROM WEST TO SOUTH, ALONG SAID EAST LINE, A DISTANCE OF 75.66 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 9. THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

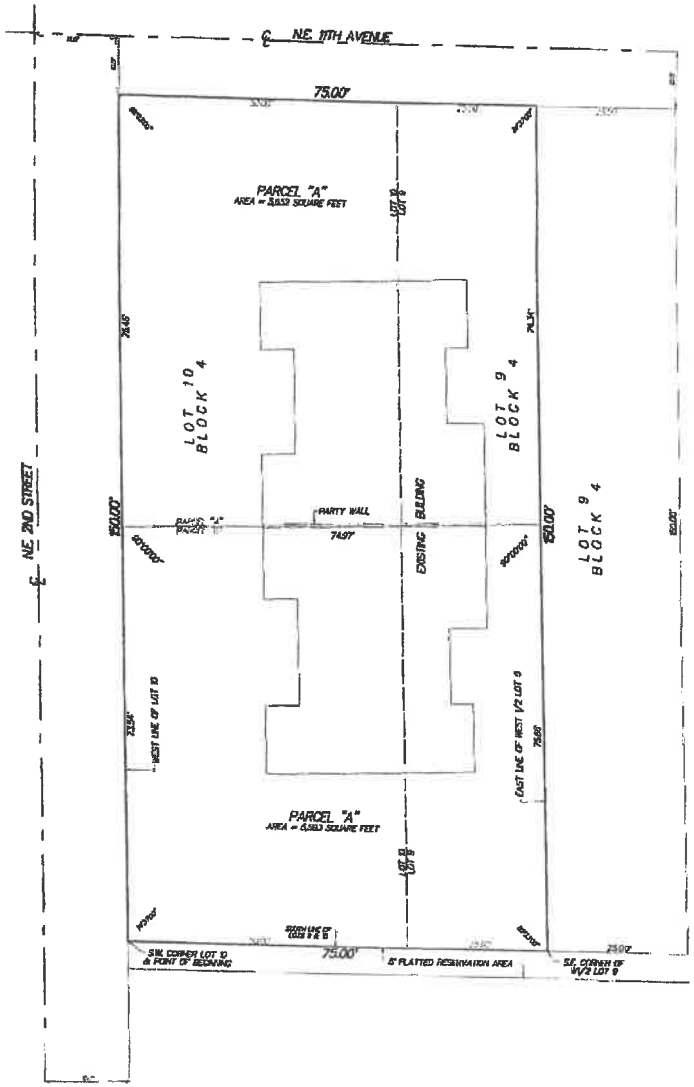
DESCRIPTION: (PARCEL "B")

THAT PORTION OF THE WEST HALF OF LOT 9 AND ALL OF LOT 10, BLOCK 4, MEEKS AND ANDREWS ADDITION TO BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 73.54 FEET TO A POINT; THENCE EASTERLY AT AN ANGLE OF 90°00'00" AS MEASURED FROM SOUTH TO EAST, A DISTANCE OF 74.97 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID LOT 9; THENCE SOUTHERLY AT AN ANGLE OF 90°00'00" AS MEASURED FROM WEST TO SOUTH, ALONG SAID EAST LINE, A DISTANCE OF 75.66 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 9. THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

SURVEY ATTACHED HERETO



DESCRIPTION: (PARCEL "A")

THE WEST HALF OF LOT 9 AND ALL OF LOT 10, BLOCK 4, MEDIO AND ANDREWS ADDITION TO BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 73.54 FEET TO A POINT; THENCE EASTERLY AT AN ANGLE OF 90°00'00" AS MEASURED FROM SOUTH TO EAST, A DISTANCE OF 74.97 FEET, TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID LOT 9; THENCE SOUTHERLY AT AN ANGLE OF 90°00'00" AS MEASURED FROM WEST TO SOUTH, ALONG SAID EAST LINE, A DISTANCE OF 73.66 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 9; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: (PARCEL "B")

THAT PORTION OF THE WEST HALF OF LOT 9 AND ALL OF LOT 10, BLOCK 4, MEDIO AND ANDREWS ADDITION TO BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 73.54 FEET TO A POINT; THENCE EASTERLY AT AN ANGLE OF 90°00'00" AS MEASURED FROM SOUTH TO EAST, A DISTANCE OF 74.97 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID LOT 9; THENCE SOUTHERLY AT AN ANGLE OF 90°00'00" AS MEASURED FROM WEST TO SOUTH, ALONG SAID EAST LINE, A DISTANCE OF 73.66 FEET, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 9; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT/LEGEND:

℄ = CENTERLINE

A/C = CONCRETE A/C PAD

WM = WATER METER

UE = UTILITY EASE

+5.51 = ELEVATION BASED ON NORTH AMERICAN VERTICAL DATUM 1988, SOURCE: "L-NET GPS NETWORK"

FLOOD ZONE: AE (EL. 6)
COMMUNITY PANEL NO.: 120192
MAP NO.: 12099C0081F
EFFECTIVE DATE: OCTOBER 5, 2017

ALL DIMENSIONS SHOWN BASED ON STANDARD U.S. FOOT

THIS SURVEY MEETS THE CLOSURE OF 1 FOOT IN 5,000 FEET AS REQUIRED FOR COMMERCIAL HIGH RISK PROPERTY

THIS SURVEY HAS ACHIEVED A MINIMUM LEVEL OF CLOSURE OF 1 FOOT IN 10,000 FEET AS REQUIRED FOR COMMERCIAL HIGH RISK PROPERTY. CLOSURE WAS ACHIEVED BASED ON A REDUNDANCY OF MEASUREMENTS FOR VERTICAL, HORIZONTAL, AND ANGULAR DIMENSIONS.

NO SUBSURFACE SEARCH WAS MADE FOR UTILITIES OR UNDERGROUND FOUNDS

DESCRIPTION: (OVERALL PARCEL)

THE WEST HALF OF LOT 9 AND ALL OF LOT 10, BLOCK 4, MEDIO AND ANDREWS ADDITION TO BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SKETCH OF DESCRIPTION

SITE ADDRESS: 118 NE. 2ND STREET
BOYNTON BEACH, FLORIDA 33435
PARCEL CONTROL NO. 08-43-45-21-22-004-0092

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Paul D. Eagle

PAUL D. EAGLE
SURVEYOR & MAPPER #6708

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

O'BRIEN, SUITER & O'BRIEN, INC.
LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION #LB353
SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE: PAUL D. EAGLE
1032 N.W. 12TH AVENUE, SUITE 104 DELRAY BEACH, FLORIDA 33445
(561) 276-4301 FAX: 276-1279 FAX 276-1280

DATE OF SURVEY: JUNE 2, 2020
FIELD BOOK: PAGE NO.
SCALE: 1" = 10'
DRAWING NO.: 08-07cb

CFN 20180445268
OR BK 30269 PG 1349
RECORDED 11/28/2018 08:52:45
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 1349 - 1351; (3pgs)

Prepared by and return to:
Ryan S. Shipp
Law Office of Ryan S. Shipp, PLLC
814 W Lantana Road Suite 1
Lantana, FL 33462
561-699-0399
File No. 6187

[Space Above This Line For Recording Data]

This is not a certified copy

DECLARATION OF UNITY OF TITLE

NOW ALL MEN BY THESE PRESENTS, that Habitat for Humanity of South Palm Beach County, a Florida not-for-profit corporation, pursuant to the ordinances of the City of Boynton Beach pertaining to the issuance of building permits and regulating building construction activities, the undersigned, being the fee owners of the following described real property situated in the City of Boynton Beach, County of Palm Beach and State of Florida to-wit:

Address (If applicable): NE 11TH AVE / NE 2ND STREET

Legal description: See Exhibit "A" attached hereto.

does here make the following declarations of condition, limitation and restriction on said lands, hereinafter to be known and referred to as a DECLARATION OF UNITY OF TITLE, as to the following particulars.

1. That the aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof, shall hereinafter be regarded and is hereby declared to be unified under one (1) title as an indivisible building site.

2. That the said property shall be henceforth be considered as one (1) plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed or devised separately except in its entirety as one plot or parcel of land.

The undersigned further agree(s) that this Declaration of Unity of Title shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their heirs, successors and assigns, and all parties claiming under them until such time as the same may be released in writing by the authority of the administrative head of the Boynton Beach Department of Development and approved by the City Attorney and the Mayor upon submittal of request, applicable fees and evidence

that the agreement is no longer required by law. The undersigned also agrees that this instrument shall be placed of record in the office of the Clerk of the Circuit Court of Palm Beach County, Florida.

Signed, sealed, witnessed and acknowledged this 27th day of August, 2018.

Witnesses:

Signature of Witness

MARTA KNOWLES
Printed Name of Witness

Signature of Witness

Jeff Fenster
Printed Name of Witness

Owner's Signature

Randy Nobles, CEO/President
Print Name and Title

STATE OF FLORIDA)
COUNTY PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of August, 2018 by Randy B. Nobles as President and CEO of Habitat for Humanity of South Palm Beach County Inc., a Florida not-for-profit corporation who is personally known by me or who has produced _____ as identification.

DENISE AMATO
MY COMMISSION # FF 903941
EXPIRES: July 27, 2019
Bonded Thru Notary Public Underwriters

Denise Amato
Notary Public

Denise Amato
Printed Notary Signature
My Commission Expires: July 27, 2019

This Document is Recorded

This is Not a Certified Copy

Exhibit "A"

[redacted]
SOUTH 1/2 OF WEST 1/2 OF LOT 9, BLOCK 4 OF MEEKS AND ANDREWS ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 84, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

08434521220040093
NORTH 65 FEET OF THE WEST 1/2 OF LOT 9, BLOCK 4 OF MEEKS AND ANDREWS ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 84, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

[redacted]
NORTH 75 FEET OF LOT 10, BLOCK 4 OF MEEKS AND ANDREWS ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 84, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

[redacted]
THE SOUTH 25 FEET OF LOT 10, BLOCK 4, THE MEEKS AND ANDREWS ADDITION TO BOYNTON, FLA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

[redacted]
THE NORTH 25 FEET OF THE SOUTH 50 FEET OF LOT 10, BLOCK 4, THE MEEKS AND ANDREWS ADDITION TO BOYNTON, FLA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

[redacted]
THE NORTH 25 FEET OF THE SOUTH 75 FEET OF LOT 10, BLOCK 4, THE MEEKS AND ANDREWS ADDITION TO BOYNTON BEACH, FLA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Proposed Resolution No. R22-091 - Authorize the Mayor to sign an Access Easement and Maintenance Agreement with Publix Super Markets, Inc. to allow for the provision of a landscape buffer on City property located north of and adjacent to 5500 Park Ridge Boulevard.

Explanation of Request:
Publix Super Markets, Inc. has requested an Access Easement and Maintenance Agreement to allow for the provision of a landscape buffer on a City owned parcel dedicated as a drainage tract for Quantum Industrial Park. The parcel is located north of and adjacent to the Publix Distribution Center site located at 5500 Park Ridge Boulevard. The buffer will allow the Publix Distribution Center plan to meet landscape buffer requirements as part of a Condition of Approval placed on the major site plan modification (MSPM 22-003) approved on May 17, 2022.

On April 26, 2022, the Planning & Development Board approved the site plan which includes the use of an easement for off-site placement of the landscape buffer.

How will this affect city programs or services? N/A

Fiscal Impact: N/A

Alternatives: N/A

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving Access Easement Agreement with Publix
🗋	Agreement	Access Easement and Maintenance Agreement

RESOLUTION NO. R22-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AN ACCESS EASEMENT AND MAINTENANCE AGREEMENT WITH PUBLIX SUPER MARKETS, INC. TO ALLOW FOR THE PROVISION OF A LANDSCAPE BUFFER ON CITY PROPERTY LOCATED NORTH OF AND ADJACENT TO 5500 PARK RIDGE BOULEVARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Publix Super Markets, Inc. has requested an Access Easement and Maintenance Agreement to allow for the provision of a landscape buffer on a City owned parcel dedicated as a drainage tract for Quantum Industrial Park; and

WHEREAS, the buffer will allow the Publix Distribution Center plan to meet landscape buffer requirements as part of a Condition of Approval placed on the major site plan modification (MSPM 22-003) approved on May 17, 2022; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign an Access Easement and Maintenance Agreement with Publix Super Markets, Inc. to allow for the provision of a landscape buffer on City property located north of and adjacent to 5500 Park Ridge Boulevard.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign an Access Easement and Maintenance Agreement with Publix Super Markets, Inc. to allow for the provision of a landscape buffer on City property located north of and adjacent to 5500 Park Ridge Boulevard. A copy of the Easement Agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of July, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesus, MMC
City Clerk

(Corporate Seal)

This instrument prepared by:
Sean M. Swartz, Esquire
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") made this ____ day of_____, 2022, by and between CITY OF BOYNTON BEACH, FLORIDA, a Florida municipal corporation ("GRANTOR") whose address is PO Box 310, Boynton Beach, Florida 33425, and PUBLIX SUPER MARKETS, INC., a Florida corporation ("GRANTEE"), whose address is PO Box 407, Lakeland, Florida 33802.

W I T N E S S E T H:

WHEREAS, the GRANTOR owns certain parcels of real property located in Palm Beach County Florida, adjacent to the GRANTEE's real property, further described in **Exhibit "A"** ("City Property"); and

WHEREAS, the GRANTOR will grant a non-exclusive permanent easement to the GRANTEE in order for the GRANTEE to maintain the visual buffer provided by existing vegetation on the City Property (the "Landscaping") legally described in **Exhibit "B"** (the "Easement Parcel"); and

WHEREAS, the Landscaping shall be repaired, replaced and maintained by GRANTEE, pursuant to the terms and conditions contained herein; and,

WHEREAS, the GRANTEE will agree not to construct anything of a permanent nature or make a material alteration within the Easement Parcel without GRANTOR's approval; and,

WHEREAS, the parties hereto have concluded that the most efficient manner in which to achieve the purposes and goals set forth above would be through the granting of this easement to the GRANTEE, together with the right of entry into the Easement Parcel for the maintenance of the Landscaping, within the Easement Parcel.

NOW, THEREFORE, in consideration of the mutual promises contained herein and Ten and NO/100 ($10.00) Dollars and other good and valuable considerations, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The aforesaid recitals are true and correct and are incorporated herein.

2. The GRANTOR hereby grants and conveys to the GRANTEE an easement for the purpose of maintaining the exiting visual buffer provided by the Landscaping within the Easement Parcel. GRANTEE hereby agrees to maintain the Landscaping, as set forth herein. For purposes of this Agreement, the term "maintenance" shall include, the maintenance, repair and replacement of such parts and/or portions of said Landscaping as are deemed to be necessary by the GRANTOR

in the event of total or partial destruction or degradation of the existing Landscaping. Notwithstanding the foregoing, the GRANTEE shall not make any material alterations to the Easement Parcel without first securing the requisite consent of the GRANTOR, which may be withheld in GRANTOR's sole and absolute discretion.

3. This Agreement shall not be changed, altered or amended except by an instrument in writing executed by GRANTOR and GRANTEE or their respective successors and assigns.

4. GRANTOR further agrees to sign any applications and documents reasonably necessary for any permits which the GRANTEE may require to submit to any local, state, or federal agency in association with the maintenance of the Landscaping. GRANTEE agrees to pay any and all fees associated with obtaining any permits from any local, state, or federal agency for the maintenance of the Landscaping.

5. GRANTEE shall ensure that all of the GRANTOR'S property disturbed and used by GRANTEE pursuant to this Agreement is returned to its original condition by GRANTEE as of the date GRANTEE commenced such use, at the GRANTEE's own cost. The GRANTEE shall inform all parties performing work for it that such parties shall not have the right to file any liens against the City Property, and, if any such liens occur, then the GRANTEE shall remove any such liens, or the GRANTEE shall release or transfer to bond any such liens, within thirty (30) days of notice thereof. The GRANTEE agrees to indemnify the GRANTOR for any liability that the GRANTOR may have as a result of the GRANTEE's responsibilities under this Agreement arising out of any grossly negligent acts, errors, omissions or willful misconduct of the GRANTEE and/or the GRANTEE parties related to any work performed under this Agreement, including the duty to maintain the Easement Parcel by the GRANTEE. The GRANTEE represents that at all relevant times that the GRANTEE has adequate insurance and any contractor hired by the GRANTEE must provide proof of such insurance, prior to the commencement of any work on the Easement Parcel; provided that the foregoing insurance obligation of GRANTEE may be satisfied via self-insurance for so long as the aggregate net worth of GRANTEE and its affiliated business organizations (as determined in accordance with generally accepted accounting principles) is at least $250,000,000.00.

6. This Agreement and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the GRANTOR or GRANTEE, as the case may be, and their respective heirs, successors and assigns, including, without limitation, all subsequent owners and/or tenants of the City Property and all subsequent owners and/or tenants of the portion of property presently owned by GRANTEE which is adjacent and contiguous to the Easement Parcel, and all persons claiming by, through and under them.

7. The terms of this Agreement may be enforced by GRANTOR by injunctive relief and any other available remedies. By way of example, and not limitation, GRANTOR shall be entitled to enjoin any activity or use of the City Property or the Easement Parcel that is inconsistent with the rights granted to the GRANTEE pursuant hereto. In the event the GRANTEE fails to maintain the Landscaping after reasonable written notice to GRANTEE, the GRANTOR may choose to maintain the Landscaping and charge the GRANTEE for the work performed. Payments for said work shall be made by GRANTEE to GRANTOR within thirty (30) days of receipt of invoice.

8. In the event of any litigation in connection with this Agreement, each party shall be responsible for its court costs and reasonable attorney's fees. Venue for any litigation filed in relation to this Agreement shall be filed in state court in Palm Beach County, Florida.

9. If any provision in this Agreement shall be determined to be invalid by a court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

Signed and Sealed the day and year first above written.

WITNESSES:

GRANTEE:

Publix Super Markets, Inc., a Florida corp.

By: _____

_____
By: Randolph Barber
Title: VP Industrial Maintenance & Ind Ops Purchasing

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA)
) ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this _____(*date*) by _____Randolph Barber (*name of officer or agent, title of officer or agent*), as Vice President of Industrial Maintenance & Ind Ops Purchasing of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. He is ☒ personally known to me or □ has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC, STATE OF FLORIDA

My commission number is:

_____
Printed Name of Notary

(Notary Seal)

GRANTOR: CITY OF BOYNTON BEACH, a Florida municipal corporation

_____
MAYOR TY PENSERGA

Signed, sealed and delivered
in the presence of:

_____
(Witness signature)

_____
(Print name of Witness)

_____
(Witness signature)

_____
(Print name of Witness)

APPROVED AS TO FORM:

_____
CITY ATTORNEY'S OFFICE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on _____, before me by means of ____ online notarization, or ____ physical presence, an officer duly authorized in the State and County aforesaid to take acknowledgments, Ty Penserga personally appeared as Mayor of the City of Boynton Beach on behalf of the City, and said person(s) either (___) produced the following as identification _____, or (___) are personally known to me.

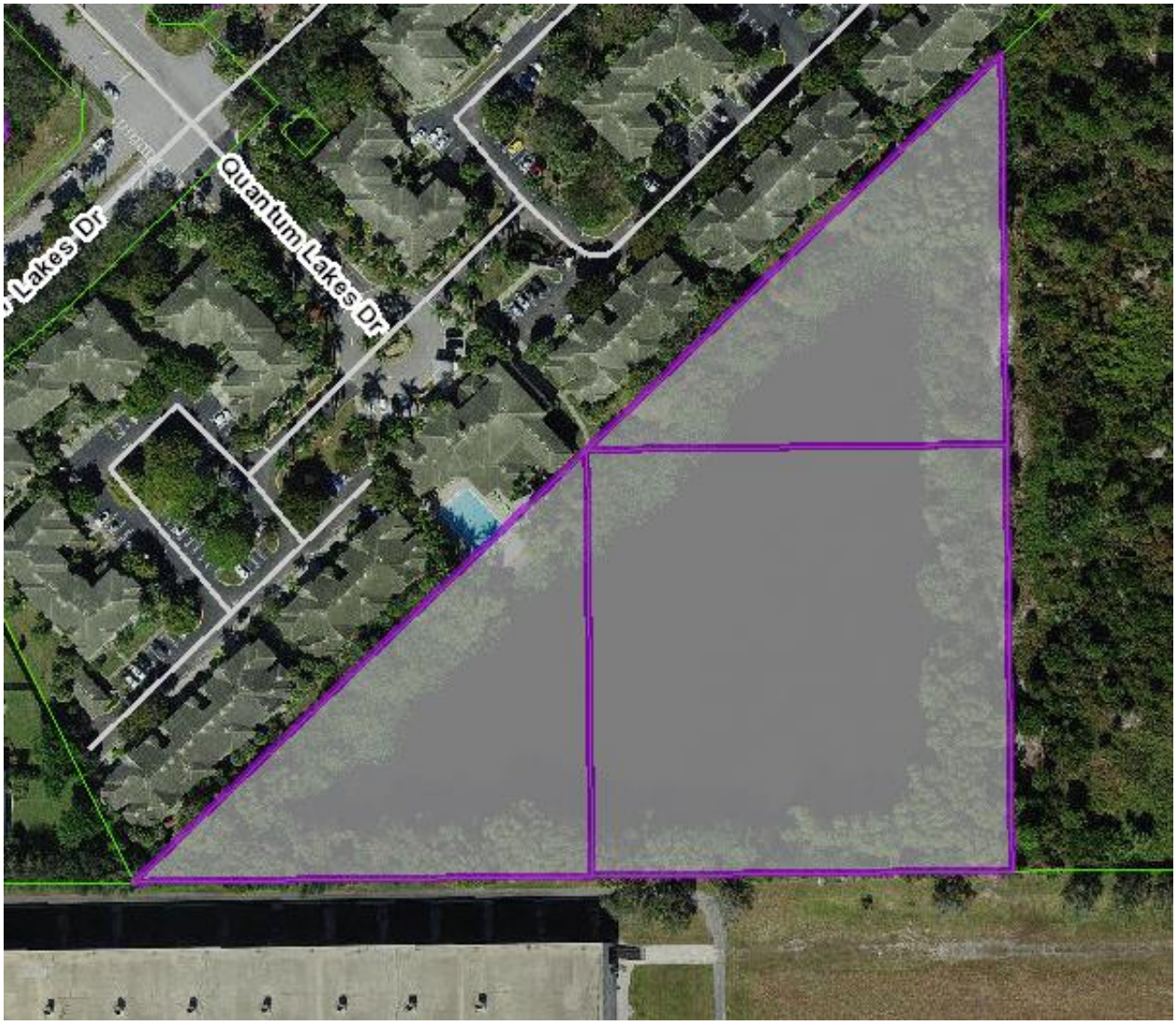
WITNESS my hand and official seal in the County and State as listed above, this ____ day of _____, 2022.

_____
Notary Public Signature

_____
Print Name of Notary Public
My Commission Expires:_____

[Seal]

EXHIBIT "A"
CITY PROPERTY



PCN #s: 08-43-45-16-30-013-0000, 08-43-45-16-30-001-0010

EXHIBIT "B"

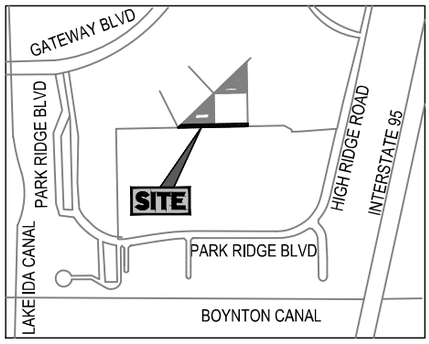
SKETCH AND DESCRIPTION
LANDSCAPE EASEMENT

LEGAL DESCRIPTION OF A LANDSCAPE EASEMENT

THE FOLLOWING EASEMENT DESCRIBED IS AN AREA BEING THE SOUTH 30 FEET OF TRACT "A-1" AND TRACK "M" AS DESCRIBED IN PLAT BOOK 57, PAGE 191, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

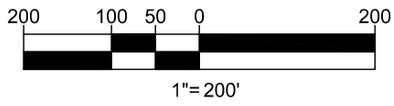
BEGINNING AT THE SOUTHWEST CORNER OF TRACT "A-1" AS SHOWN IN PLAT BOOK 57 PAGE 191, THENCE DEPARTING SAID POINT OF BEGINNING ALONG THE NORTH WEST LIMITS OF TRACT "A-1", NORTH 47°14'59" EAST A DISTANCE OF 44.20 FEET; THENCE DEPARTING SAID NORTH WEST LIMITS AND WITH A LINE THROUGH TRACT "A-1" AND TRACT "M", EAST A DISTANCE OF 761.94 FEET TO THE EAST LIMITS OF TRACT "M"; THENCE SOUTH A DISTANCE OF 30.00 FEET; TO A POINT ON THE SOUTH LIMITS OF TRACT "M"; THENCE ALONG THE SOUTH LIMITS OF TRACT "M" AND TRACT "A", WEST A DISTANCE OF 1206.30 FEET TO THE POINT OF BEGINNING.

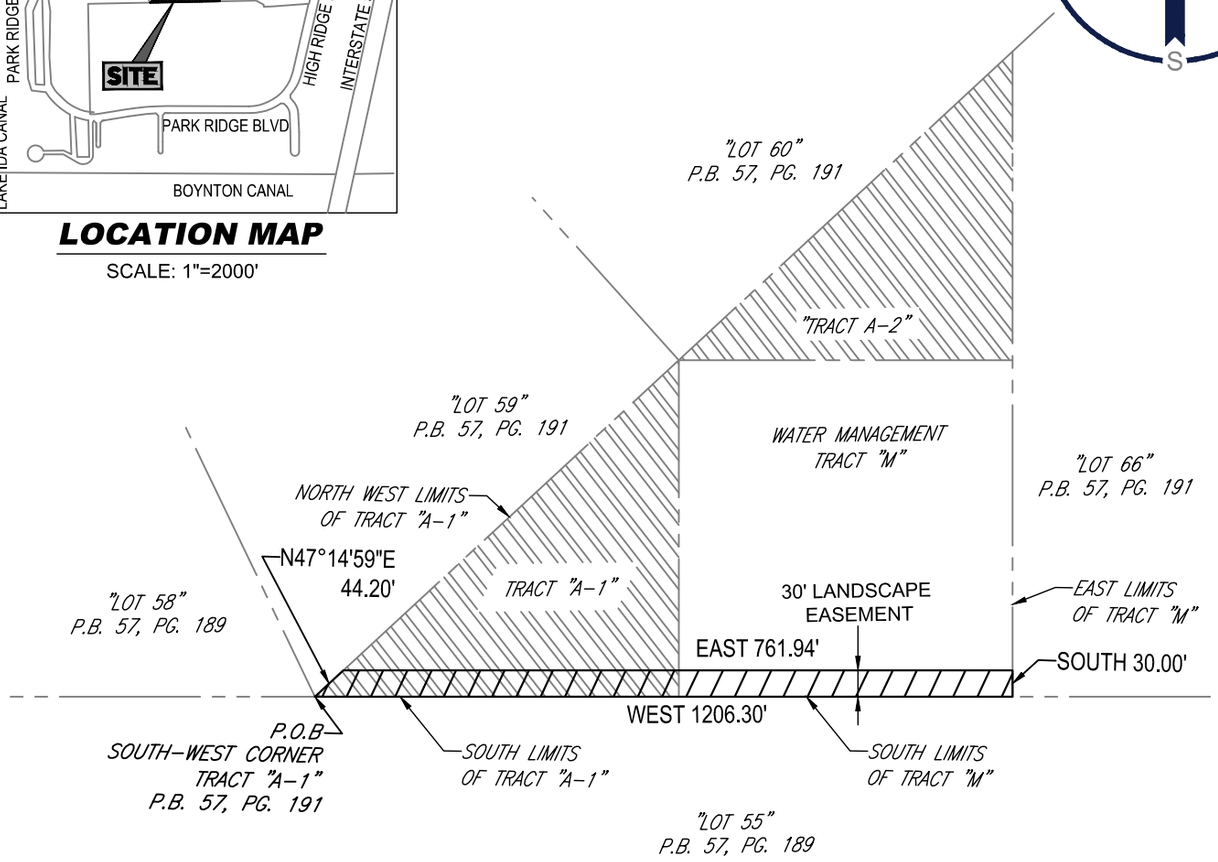
SAID EASEMENT CONTAINING AN AREA OF 23,345 SQUARE FEET OR 0.536 ACRES.



LOCATION MAP

SCALE: 1"=2000'





LEGEND

SEC.	SECTION	NAD	NORTH AMERICAN DATUM
TWP.	TOWNSHIP	N	NORTH
RNG.	RANGE	E	EAST
P.O.B.	POINT OF BEGINNING	S	SOUTH
P.O.C.	POINT OF COMMENCEMENT	W	WEST
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	P.B.	PLAT BOOK
		PG.	PAGE
NO.	NUMBER	PID #	PARCEL IDENTIFICATION NUMBER
		(T)	TOTAL

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF DUE WEST FOR THE SOUTH LINE OF TRACT "A-1" AS DESCRIBED IN PLAT BOOK 57 PAGES 191-193 "QUANTUM PARK AT BOYNTON BEACH"
2. THIS SITE LIES IN SECTION 18, TOWNSHIP 29S SOUTH, RANGE 19 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORDS.
4. THIS IS NOT A "BOUNDARY SURVEY" BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS "SKETCH AND DESCRIPTION" WAS MADE UNDER MY RESPONSIBLE CHARGE ON JUNE 13, 2022, AND MEETS THE APPLICABLE CODES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE , PURSUANT TO SECTION 472.027, FLORIDA STATUTES

BILLY LOGSDON, JR. License Number 7295 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Billy Logsdon
DN: c=US, st=Florida, l=Boca Raton, o=BOHLER ENGINEERING FL, LLC, cn=Billy Logsdon, email=blogsdon@bohlereng.com
Date: 2022.06.13 09:26:15 -04'00'

BILLY LOGSDON, JR.
P.S.M. NO. 7295
JUNE 13, 2022

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER"

SCALE:	DATE	DRAWN	PROJECT	SEC. 17 TWP. 45S RNG. 43E	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280
1"=200'	6/13/2022	GS	FSB210066		BOHLER

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Proposed Resolution No. R22-092 - Approve and authorize the Interim City Manager to sign Amendment No. 1 to Grant Agreement No. 22RRE09 with the Florida Department of Environmental Protection (FDEP) for the Coastal Resilience Partnership of Southeast Palm Beach County Vulnerability Assessment Update.

Explanation of Request:
Grant Agreement 22RRE09 between FDEP and the City of Boynton Beach will fund the Coastal Resilience Partnership of Southeast Palm Beach County Vulnerability Assessment Update for a reimbursement amount of up to $74,000. The City of Boynton Beach is serving as grant manager for the regional assessment.

Amendment No. 1 to Agreement 22RRE09 changes the Date of Expiration from June 30, 2022 to September 1, 2022. The City requested this extension to allow additional time to complete the project tasks.

FDEP has granted the City's request for an extension on getting the amendment executed.

How will this affect city programs or services?
The Coastal Resilience Partnership of Southeast Palm Beach County (CRP) completed a Climate Change Vulnerability Assessment (CCVA) for the jurisdictions of Boynton Beach, Boca Raton, Delray Beach, Highland Beach, Ocean Ridge, Lantana, Lake Worth Beach, and a portion of unincorporated Palm Beach County (via Interlocal Agreement) in July 2021.

The analysis needs to be expanded to become compliant with the new Resilient Florida legislation (Section 380.093, F.S.), enabling the City of Boynton Beach and partner communities to effectively compete for funding in future Resilient Florida Grant cycles.

Fiscal Impact: There is no impact to the City’s budget. The $74,000 to complete the Vulnerability Assessment update will be reimbursed by FDEP per the terms of the grant agreement. No matching funds are required.

Alternatives: Not sign the Amendment to the Grant Agreement with DEP and forfeit the Grant funds.

Strategic Plan: Public Health and Safety , Environmental Sustainability

Strategic Plan Application: The City is including climate resilience in priorities of the 5-Year Strategic Plan.

Climate Action Application: CCVA Recommendation #FF-BB-5: Begin preparing key findings of this study to compete for funding with the landmark ‘Always Ready’ resilience law.

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving Amendment No. 1 to FDEP Coastal Resilience Grant Agreement
🗋	Amendment	DEP Agreement 22RRE09-A1

RESOLUTION NO. R22 -___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AMENDMENT NO. 1 TO GRANT AGREEMENT NO. 22RRE09 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR THE COASTAL RESILIENCE PARTNERSHIP OF SOUTHEAST PALM BEACH COUNTY VULNERABILITY ASSESSMENT UPDATE, TO CHANGE THE DATE OF EXPIRATION FROM JUNE 30, 2022 TO SEPTEMBER 1, 2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2022 the City Commission via Resolution R22-008, approved a Grant Agreement No. 22RRE09 with the Florida with The Florida Department Of Environmental Protection to fund the Vulnerability Assessment Update at a cost of $74,000 by the agreement end date of June 30, 2022; and

WHEREAS, Grant Agreement 22RRE09 between DEP and the City of Boynton Beach will fund the Coastal Resilience Partnership of Southeast Palm Beach County Vulnerability Assessment Update for a reimbursement amount of up to $74,000.00; and

WHEREAS, Amendment No. 1 to Agreement 22RRE09 changes the Date of Expiration from June 30, 2022 to September 1, 2022 which the City requested this extension to allow additional time to complete the project tasks.

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

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

Section 2. The City Commission approves and authorizes the Interim City Manager to sign Amendment No. 1 to Grant Agreement No. 22RRE09 with the Florida Department of Environmental Protection (DEP) for the Coastal Resilience Partnership of Southeast Palm Beach County Vulnerability Assessment Update, to change the Date of Expiration from June 30, 2022 to September 1, 2022, a copy of Amendment No. 1 is attached hereto and incorporated herein as Exhibit "A".

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

PASSED AND ADOPTED this 5th day of July, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

(Corporate Seal)

AMENDMENT NO. 1
TO AGREEMENT NO. 22RRE09
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BOYNTON BEACH

This Amendment to Agreement No. 22RRE09 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Boynton beach (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Coastal Resilience Partnership of Southeast Palm Beach County Vulnerability Assessment Update (Project), effective January 19, 2022; and

WHEREAS, the Grantee has requested an extension to the Agreement due to an extension of the task timeline beyond the agreement end date.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to September 1, 2022. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BOYNTON BEACH	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Signature	By: _____ Secretary or Designee
Jim Stables, Interim City Manager Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____
	_____ Lisa Widener, DEP Grant Manager

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-A	Revised Grant Work Plan (8 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
DEP AGREEMENT NO.: 22RRE09

ATTACHMENT 3-A

I. TITLE PAGE

1. **PROJECT TITLE:** Coastal Resilience Partnership of Southeast Palm Beach County Vulnerability Assessment Update

2. **GRANTEE Contact Information:**

Organization Name: City of Boynton Beach

Name of Authorized Signer: Jim Stables

Title: Interim City Manager

Address: 100 E. Ocean Avenue

City: Boynton Beach

Zip Code: 33435

Area Code and Telephone Number: 561-742-6010

E-mail Address: StablesJ@bbfl.us

3. **GRANT MANAGER Contact Information:**

Organization Name: City of Boynton Beach

Name: Rebecca Harvey

Title: Sustainability Coordinator

Address: 100 E. Ocean Avenue

City: Boynton Beach

Zip Code: 33435

Area Code and Telephone Number: 561-742-6494

E-mail Address: HarveyR@bbfl.us

4. **FISCAL AGENT Contact Information:**

Organization Name: City of Boynton Beach

Name: Corinne Elliot

Title: Deputy Finance Director

Address: 100 E. Ocean Avenue

City: Boynton Beach

Zip Code: 33435

Area Code and Telephone Number: 561-742-6311

E-mail Address: ElliotC@bbfl.us

5. **WORK PERFORMED BY:** Sub-Contractor Only

6. **SUBCONTRACTOR'S CONTACT INFORMATION:** *(if applicable & known)*
   Organization Name: Collective Water Resources, LLC

   Name: Elizabeth Perez

   Title: President

   Address: 250 S. Australian Ave., Suite 1110

   City: West Palm Beach

   Zip Code: 33401

   Area Code and Telephone Number: 561-779-3552

   E-mail Address: LPerez@collectivewater.com

7. **PROJECT LOCATION**:

   A. List of County(ies): Palm Beach County

   B. List of City(ies)/Town(s)/Village(s): Cities of Boynton Beach, Boca Raton, Delray Beach, and Lake Worth Beach; Towns of Highland Beach, Ocean Ridge, and Lantana; and a portion of unincorporated Palm Beach County

   C. State Lands Lease Agreement Number(s): N/A
   Provide lease agreement number(s) for any work that will be performed on State Lands. If work will not be on any state lands, please indicate N/A.

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II. WORK PLAN

8. **PROJECT DESCRIPTION:** The Coastal Resilience Partnership of Southeast Palm Beach County (CRP) completed a Climate Change Vulnerability Assessment (CCVA) for the jurisdictions of Boynton Beach, Boca Raton, Delray Beach, Highland Beach, Ocean Ridge, Lantana, Lake Worth Beach, and a portion of unincorporated Palm Beach County in July 2021. The CCVA meets many of the requirements of the new Resilient Florida Grant Program (Section 380.093, Florida Statute (F.S.)), but the analysis needs to be expanded to include the National Oceanic and Atmospheric Administration (NOAA) intermediate-low and intermediate-high sea level rise projections for 2040 and 2070 to be compliant. The new analysis will update storm surge and tidal flooding for all critical assets per the statute for the entire Project Location as well as incorporate the updated Federal Emergency Management Agency (FEMA) coastal hazard maps for Palm Beach County, if available.

9. **BUDGET SUMMARY:** Allowable budget categories, form of payment, and cost for each task for this project are listed in the table below.

ALLOWABLE PROJECT BUDGET DETAIL

Budget Categories	Payment	Task 1	Task 2	Task 3	Grant Amount Awarded
Contractual Services	Reimbursement	$32,000	$30,000	$12,000	**$74,000**
GRANT AGREEMENT TOTAL		**$32,000**	**$30,000**	**$12,000**	**$74,000**

A. CONTRACTUAL SERVICES:

CONTRACTUAL SERVICES BUDGET DETAIL

Company Name*	Task 1	Task 2	Task 3	Total
Collective Water Resources, LLC.	$32,000	$30,000	$12,000	**$74,000**
Contractual Total by Tasks	**$32,000**	**$30,000**	**$12,000**	**$74,000**

10. **PROJECT TIMELINE:** The tasks must be completed by, and all deliverables received by, the corresponding task due date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Requests for any change must be submitted prior to the current task due date listed in the project timeline. Requests are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Task Due Date	Funding Amount
1	Tidal Flooding and Storm Surge Depth and Elevation Rasters	8/25/2022	$32,000
2	Updated Asset Vulnerability Analysis	8/25/2022	$30,000
3	Technical Memorandum	8/25/2022	$12,000
Grant Total			**$74,000**

11. **PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task via **one (1) PDF document** to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

12. **CONSEQUENCES FOR NON-PERFORMANCE:** The Department will reduce each Task Funding Amount by five percent (5%) for every day that the task deliverable(s) are not received on the specified due date listed in the Agreement's most recent Project Timeline. Should a Change Order or Amendment be requested on the date of or after the most current task due date, the five percent (5%) reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

13. **PAYMENT REQUEST SCHEDULE:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing one hundred percent (100%) completion of that task and must be submitted within forty-five (45) days of the task/deliverable due date. Please refer to Exhibit C for instructions on how to submit a payment request.

    Or

    Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is one hundred percent (100%) completed. The request for the Grant Amount Awarded, must include an Exhibit A showing one hundred percent (100%) completion for all tasks, and must be submitted within forty-five (45) days of the last task/deliverable due date.

14. **FUNDING SOURCE:** Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under the special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public), or similar materials the DEP logo (which can be found on the Department's website at https://floridadep.gov/ or by contacting the Grant Manager for a copy) as well as the following language:

    "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

    The next printed line shall identify the month and year of the publication.

III. TASKS & DELIVERABLES

Task #1: Tidal Flooding and Storm Surge Depth and Elevation Rasters

A. **Description:** Update the tidal flooding and storm surge analyses in the 2021 CCVA to comply with Section 380.093, F.S. The updates would include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections for 2040 and 2070 as well as the updated FEMA coastal

hazard maps for Palm Beach County, if available. One (1) workshop (either held virtually or in person) will be held to present results of the update analyses.

B. Deliverables: The Grantee will submit all task/deliverables for each task to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.

1) Summary report from the workshop, including attendee feedback and outcomes.
2) All materials created at the workshop (as applicable).
3) Report to include a summary of flood analysis results.
4) Raster data for each of the flood projections.

Task #2: Updated Asset Vulnerability Analysis

A. Description: Update the existing asset vulnerability analyses in the 2021 CCVA to include the new tidal flooding, storm surge depths, and elevation rasters to comply with Section 380.093, F.S. The update will include 32 analysis permutations (2 horizons x 2 scenarios x 2 threats x 4 asset categories) and include the following four asset categories: 1) transportation assets and evacuation routes; 2) critical infrastructure; 3) critical community and emergence facilities; and 4) natural, cultural, and historic resources. One (1) workshop (either held virtually or in person) will be held to present results.

B. Deliverables: The Grantee will submit all task/deliverables for each task via to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.

1) Summary report from the workshop, including attendee feedback and outcomes.
2) All materials created at the workshop (as applicable).
3) Summary report (PDF document) of the GIS data that was developed, and the data sets used to update the Vulnerability Assessment.
4) GIS shapefiles, file geodatabase, or ArcGIS Pro project package format of all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the updated Vulnerability Assessment. The data will include 32 analysis permutations and will include compliant metadata and will be provided at the asset and census tract scales in the appropriate Florida State Plan projection as specified in s. 380.093, F.S.
5) List of critical assets (as defined in s. 380.093, F.S.) and regionally significant assets that are impacted by flooding and sea level rise as identified in the updated Vulnerability Assessment provided in GIS shapefiles, file geodatabase, or ArcGIS Pro project package format.

Task #3: Technical Memorandum

A. Description: Develop a technical memorandum to include the methodology and results of the updated Vulnerability Assessment.

B. Deliverables: The Grantee will submit all task/deliverables for each task to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.

1) Technical memorandum (PDF document) to summarize the updated CCVA methodology and resulting vulnerabilities to tidal flooding and storm surge for each of the four asset categories identified in Task #2. The memorandum will include each requirement of s. 380.093, F.S. that is addressed in the vulnerability analysis, to include the following:
    a. The depth of:
        i. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the Department. The analysis should also geographically display the number of tidal flood days

expected for each scenario and planning horizon (as applicable/practicable).

ii. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.

b. The following scenarios and standards:

i. All analyses in North American Vertical Datum 88.

ii. At least two local sea level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.

iii. At least two planning horizons that include planning horizons for the years 2040 and 2070.

iv. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and Department approval, as long as it is publicly available or submitted to the Department.

v. Encompassing the entire municipality of each municipality identified in the Project Location as well as an unincorporated area of Palm Beach County and including all critical assets owned or maintained by those jurisdictions within this designated scope.

vi. The most recent publicly available Digital Elevation Model and generally accepted modeling techniques.

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Proposed Resolution No. R22-093 - Authorize the Mayor to sign a Resilient Florida Planning Grant application, enter into an agreement with the Florida Department of Environmental Protection (FDEP), and approve any time extensions required to conduct a Critical Shoreline Infrastructure Vulnerability Assessment and Adaptation Action Plan for a reimbursement amount of up to $325,000.

Explanation of Request:
The City of Boynton Beach completed a Climate Change Vulnerability Assessment (CCVA) with the Coastal Resilience Partnership of Southeast Palm Beach County, and is now finalizing updates to the CCVA to meet the required statutory elements of Section 380.093 F.S. with support from a Resilient Florida Grant (Agreement No. 22RRE09).

The City is now requesting another round of Resilient Florida grant funding to evaluate specific vulnerabilities of shoreline infrastructure and develop an actionable roadmap to empower implementation. The application deadline for the grant was June 22, 2022. Grant award announcements are anticipated in Fall 2022.

How will this affect city programs or services?
Sea level rise threatens coastal areas of Boynton Beach through extreme high tides and storm surge overtopping seawalls, and through loss of drainage capacity to Intracoastal outfalls. The City has determined that detailed data on these critical coastal assets is essential to plan and implement projects and policies to mitigate coastal flooding.

This project is the City's next step toward climate resilience through the development of a Shoreline Infrastructure Vulnerability Assessment (SIVA) and a Critical Asset Adaptation Action Plan (CAAAP). The SIVA will evaluate the ability of the existing shoreline infrastructure to protect the City's other critical assets and vulnerable properties from coastal flooding and sea level rise; and will support development of an ordinance to implement conformance of privately owned seawalls.

The CAAAP will provide a list of prioritized, partially designed capital projects to address flood risks for City-owned critical assets. The CAAAP will help guide capital planning and enable the City to effectively compete for future state and federal grants for resilient infrastructure projects.

Fiscal Impact: There is no impact to the City's budget. The entire project costs, up to $325,000, will be reimbursed by FDEP per the terms of the grant agreement. No matching funds are required.

Alternatives: Do not approve and remove the grant application from consideration.

Strategic Plan: Public Health and Safety , Environmental Sustainability

Strategic Plan Application: The City is including climate resilience in the priorities of the 5-Year Strategic Plan.

Climate Action Application: CCVA Recommendation #FF-BB-5: Begin preparing key findings of this study to compete for funding with the landmark 'Always Ready' resilience law.

Is this a grant? Yes

Grant Amount: $325,000

Attachments:

	Type	Description
🗋	Resolution	Resolution approving the RF Planning Grant
🗋	Grant Application	RF Planning Grant Application

RESOLUTION NO. R22-_____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A RESILIENT FLORIDA PLANNING GRANT APPLICATION, ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AND APPROVE ANY TIME EXTENSIONS REQUIRED TO CONDUCT A CRITICAL SHORELINE INFRASTRUCTURE VULNERABILITY ASSESSMENT AND ADAPTATION ACTION PLAN FOR A REIMBURSEMENT AMOUNT OF UP TO $325,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection has a grant program pursuant to Section 380.093, Florida Statutes known as the "Resilient Florida" program; and

WHEREAS, the Resilient Florida grant program provides planning funds to local governments to create vulnerability assessments addressing flood risk without any match requirement; and

WHEREAS, Section 380.093(5), Florida Statutes also creates a process for local governments to submit capital projects for potential inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan which would receive a portion of project funding; and

WHEREAS, by 2024, for local governments to submit capital projects for consideration in the Statewide Flooding and Sea Level Rise Resilience Plan those, projects will have to be identified in a vulnerability assessment that complies with the requirements of Section 380.093(3), Florida Statutes; and

WHEREAS, the City of Boynton Beach has completed a community-wide vulnerability assessment with the Coastal Resilience Partnership of Southeast Palm Beach County that complies with the requirements of Section 380.093(3), Florida Statutes; and

WHEREAS, the City Commission of the City of Boynton Beach desires to advance its resilience planning through the development of a Shoreline Infrastructure Vulnerability Assessment and a Critical Asset Adaptation Action Plan that identifies capital projects for subsequent grant applications; and

WHEREAS, the City Commission of the City of Boynton Beach authorizes the Mayor to sign a Resilient Florida Planning Grant application, enter into an agreement with the Florida

Department of Environmental Protection (FDEP), and approve any time extensions required to conduct a Critical Shoreline Infrastructure Vulnerability Assessment and Adaptation Action Plan for a reimbursement amount of up to $325,000.00.

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

Section 1: The foregoing whereas clauses are true and correct and are ratified and confirmed by the City Commission.

Section 2: The City Commission hereby authorizes the Mayor to sign a Resilient Florida Planning Grant application, enter into an agreement with the Florida Department of Environmental Protection (FDEP), and approve any time extensions required to conduct a Critical Shoreline Infrastructure Vulnerability Assessment and Adaptation Action Plan for a reimbursement amount of up to $325,000.00.

Section 3: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

(Corporate Seal)

Resilient Florida Planning Grant Application
Project Narrative
June 22, 2022

1. Applicant and Project Information

Applicant Account: City of Boynton Beach
Applicant Grant Manager: Rebecca Harvey
Applicant Authorized Signee: Ty Penserga
Applicant Fiscal Agent: Corinne Elliot

2. Project Information
Choose the project type you are submitting:
Adaptation Planning (Statutory VA is a pre-req)
Partial Vulnerability Assessment (part of community)

Project Title: Critical Shoreline Infrastructure Vulnerability Assessment and Adaptation Action Plan

Total Grant Funding Amount Requested: $325,000

Total Grant Match Amount: $0

List any municipalities directly served by the project and included in the scope of work. In the next step you will select the counties, if all municipalities are included that will be in the counties selected below, enter "all-inclusive."

List the City(ies)/ Town(s)/Village(s): City of Boynton Beach

Area Served
Select your county.
Palm Beach

Will the vulnerability assessment include any state managed lands such as National Estuarine Research Reserves (NERRs) or Aquatic Preserves (APs)?
No

Total Population: 80,869

Percent of Population: 28

3. Project Work Plan

Project Summary (75 words)
The City of Boynton Beach completed a statutory VA and is requesting funding for further adaptation planning to evaluate specific vulnerabilities of shoreline infrastructure and develop a plan to empower implementation. The project includes a Shoreline Infrastructure Vulnerability Assessment (SIVA) to provide robust data on a statutorily required critical asset; and a Critical Asset Adaptation Action Plan

(CAAAP) to prioritize capital projects and support grant applications to mitigate flooding in the City's Adaptation Action Areas.

Project Description (300 words)

Boynton Beach completed a comprehensive vulnerability assessment (CVA) with the Coastal Resilience Partnership of Southeast Palm Beach County, which is currently being updated to meet requirements of s. 380.093 F.S. The CVA identified Adaptation Action Areas (AAAs) representing the City's most vulnerable coastal areas, which are located east of Seacrest Blvd. encompassing the City's central business district. Sea level rise threatens the AAAs through extreme high tides and storm surge overtopping seawalls, and through loss of drainage capacity to Intracoastal outfalls. The City has determined that detailed data on these critical coastal assets (seawalls, outfalls, and other shoreline infrastructure) is essential to plan and implement projects and policies to mitigate flooding in the AAAs.

This project includes a Shoreline Infrastructure Vulnerability Assessment (SIVA) and a Critical Asset Adaptation Action Plan (CAAAP). The SIVA is a field study of all public and private tidally influenced seawalls and public drainage pipes along the City's Intracoastal Waterway. Goals are to evaluate the ability of the existing shoreline infrastructure to protect the City's other critical assets and vulnerable properties from coastal flooding and sea level rise; and to support development of an ordinance to implement conformance of privately owned seawalls to a required minimum height. The SIVA will produce GIS data to augment the City's CVA dataset and expand coverage of critical assets.

The CAAAP will provide an action plan to implement critical asset adaptation in the AAAs. The plan will draw on the existing CVA and the new SIVA data to develop an inventory of critical and regionally significant assets impacted by flooding, and a list of prioritized, partially designed capital projects to address flood risks for City-owned critical assets. The CAAAP will be used to guide the City's capital planning and prepare future grant applications.

4. Project Need and Benefit

Explain the demonstrated need, which the project addresses.
The City of Boynton Beach has advanced its adaptation planning since 2018 as leader of the Coastal Resilience Partnership (CRP) of Southeast Palm Beach County. With support of three prior Resilience Planning Grants on behalf of the CRP (Agreement Nos. R1817, R1906, and 22RRE09), the City is now finalizing updates to a comprehensive vulnerability assessment (CVA) to meet the required statutory elements of Section 380.093, F.S., by September 1, 2022. In addition, the City has advanced flood resilience through a 2021 update to its Flood Mitigation Plan and recent improvement to Class 5 in the Community Rating System (CRS) program.

This project is the City's next step toward climate resilience through the development of a Shoreline Infrastructure Vulnerability Assessment (SIVA) and a Critical Asset Adaptation Action Plan (CAAAP). The SIVA will provide detailed field data on tidally influenced seawalls and drainage pipes, one of the remaining critical asset categories not yet assessed by the existing CVA and required to be included within a vulnerability assessment pursuant to Section 380.093(2), F.S. defining critical assets and Section 380.093(3)(c) requiring vulnerability assessments to include all critical assets. Understanding the functionality of these coastal structures is essential to future planning, as sea level rise reduces the capacity of the stormwater drainage system and seawalls to protect public property including other City critical assets and neighborhoods from tidal flooding inclusive of sea level rise, storm surge, and extreme

rainfall events. Addressing this data gap with robust information about shoreline infrastructure (elevation, size, materials, condition, etc.) will enable the City to accurately quantify vulnerabilities and prioritize mitigation projects.

The development of a Critical Asset Adaptation Action Plan (CAAAP) is needed to meet statutory requirements requiring all critical assets be identified in a vulnerability assessment pursuant to Section 380.093(3)(c)1., F.S.; support applications for future grant applications for projects to be included in the Comprehensive Statewide Flood Vulnerability and Sea Level Rise Assessment and/or Statewide Flooding and Sea Level Rise Resilience Plan; and add adaptation projects to the City's Capital Improvement Plan (CIP). The CAAAP will focus within the City's Adaptation Action Areas, which were defined by the CVA and are in process of designation. These represent the most near-term, high vulnerability areas of the City.

Explain how the proposed project fits into one or more of the Project Types.

Boynton Beach already complies with the 2015 "Peril of Flood" statute and has already completed a citywide CVA that meets the required statutory elements for vulnerability assessments. Having completed these pre-requisites, the City is applying for continued assistance to further its adaptation planning. This project includes a Partial Vulnerability Assessment (the SIVA) to provide detailed, physical data on the City's critical shoreline infrastructure, a required critical asset to be included in a vulnerability assessment, collected through field investigations. This data on a required class of critical assets and specifically defined as such in statute will be added to the CVA, enhancing the City's ability to plan and implement mitigation strategies for both public and private shoreline infrastructure.

The project further includes the development of a Critical Asset Adaptation Action Plan (CAAAP) building upon the results of the CVA and the new SIVA data on coastal structures. This CAAAP builds on the prior CVA project, which provided general recommended adaptation strategies but not a final prioritized list of critical and regionally significant assets that are impacted by flooding. The CAAAP will provide this statutorily required inventory of impacted critical assets, and will identify and partially design priority capital improvement projects, resulting in an actionable plan that the City can integrate into its CIP and use to support forthcoming project implementation grant applications.

To clearly define this planning effort and optimize the robust new data on shoreline infrastructure vulnerability, the CAAAP will focus on identifying projects and policies with a 2040 planning horizon in the areas directly affected by the critical assets that are being studied (seawalls and the coastal drainage system). The CAAAP will build on the CVA by applying the draft Adaptation Action Area (AAA) maps (a CVA deliverable) as the focus area. The AAAs encompass infrastructure, neighborhoods, and natural areas that experience coastal flooding due to extreme high tides and storm surge, and are vulnerable to the related impacts of rising sea levels. The City is currently preparing the AAA maps and associated policies for addition to the Comprehensive Plan Coastal Management Element. Draft AAA maps are included as an attachment to this application.

This Partial Vulnerability Assessment (SIVA) and CAAAP both focus on the coastal area of the City (the AAAs), located east of Seacrest Blvd. as shown in the attached draft maps. The population of this area is 22,970, 28.4% of the City's total population. However, this area also encompasses the City's central business/tourism district, so addressing flooding in the AAAs will have benefits for the economy of the entire City and surrounding region.

If the project is a Vulnerability Assessment for Peril of Flood compliance or other, please describe how the project will meet the outlined requirements for a Vulnerability Assessment under s. 380.093, F.S.

The CVA is currently being updated via Agreement 22RRE09 for the Coastal Resilience Partnership of SE Palm Beach County, covering the entire jurisdiction of the City of Boynton Beach and its Utilities Service Area. When the update is finalized (September 2022), the CVA will meet the outlined requirements of s. 380.093, F.S. to include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections for 2040 and 2070 for analyses of tidal flooding and storm surge.

The current project includes a specific Shoreline Infrastructure Vulnerability Assessment (SIVA) to augment the CVA with information about seawalls and coastal drainage pipes, a category of critical assets not yet assessed by the CVA. The SIVA will provide GIS data on the elevation and condition of shoreline infrastructure, which can be overlaid onto the CVA dataset to provide a more detailed understanding of the vulnerabilities of coastal assets.

If applicable, explain how the proposed project adapts critical assets to the effects of flooding and sea level rise as defined in s. 380.093, F.S.
The proposed project includes the development of a Critical Asset Adaptation Action Plan (CAAAP), an actionable roadmap to implement critical asset adaptation in the AAAs. The CAAAP will provide a final list of critical and regionally significant assets that are impacted by flooding, and a list of prioritized, partially designed capital projects to address flood risks for City-owned critical assets. The CAAAP will be used to guide the City's capital planning and prepare future grant applications.

Discuss how the project is feasible and can be completed by the grant period deadline.
The City will prepare a scope of work for an RFP/RFQ to be issued as soon as possible upon notification of award. Procurement is estimated to take 3 months, followed by an estimated 24 months for project completion, totaling 27 months which is well within the period of performance of 3 years.

Has the applicant entity(ies) performed a prior vulnerability assessment, separate from what is being proposed in this application?
Yes

Please list which entity(ies) have a prior vulnerability assessment.
The City of Boynton Beach completed a multi-jurisdictional climate change vulnerability assessment in 2021 as a member of the Coastal Resilience Partnership of Southeast Palm Beach County. The VA is currently being updated to meet requirements of s. 380.093 F.S. via DEP Agreement No. 22RRE09 (completion date September 1, 2022).

Would you be willing to share this previous work/data with DEP?
Yes

Uploads
Boynton Beach_Draft Reso_Resillient Florida Planning Grant.pdf
Boynton Beach_Draft AAAs_Critical Assets.pdf
Boynton Beach_Draft AAAs_Neighborhood.pdf
Boynton Beach_Draft AAAs_Natural Areas.pdf
Boynton Beach_Executive Summary_CRP CCVA_ADA.pdf

Task Number	Task Title	Work Performed By	Task Description	Goal	Time to Completion	List of Deliverables	Budget Amount
1	Acquire Background Data and Perform Gap Analysis	Contractor only	Data request to City; Review City of Boynton Beach's existing statutory Comprehensive Vulnerability Assessment (CVA); Review draft AAA designations; Review existing shoreline infrastructure (SI) ordinances and seawall height requirements in local/regional jurisdictions; Align data collection and goals with concurrent Watershed Planning Initiave (WPI) project; Identify gaps in data and analyses.	Align and integrate this project into existing CVA; Address data gap by assessing critical shoreline infrastructure; Establish local/regional seawall height standards and best practices to guide Adaptation Action Plan recommendations	1-6 months	Meeting agenda and sign-in sheets; Presentation(s); Summary report including attendee input…; Report outlining the data compiled and findings of the gap analysis	$ 10,000.00
2	Data Collection or Study / Critical Asset Inventory for Shorelines	Contractor only	Topographic and elevation data collection on all Intracoastal seawall private and public parcels, revetment parcels, and stormwater outfalls within the City of Boynton Beach; Data collection to document financial damages to seawalls from past events; Rapid conditions assessment of all private tidally influenced seawalls (approximately 6.4 linear miles) by boat using standardized condition assessment ratings; Detailed structural inspections of City-owned seawalls (approximately 1,095 linear feet); Field investigations of approximately 45 public drainage pipes that connect to the Intracoastal Waterway, including data on outfall sizes, elevations, materials, storage, and conditions; Inventory and assessment of existing and recommended tidal backflow prevention devices; Incorporation of data into GIS framework to augment existing City CVA data.	Collect data to evaluate the ability of the existing shoreline infrastructure to protect the City's other critical assets and vulnerable properties from coastal flooding and sea level rise; Incorporate shoreline infrastructure data into GIS dataset of City's existing CVA to expand coverage of critical assets as defined in s. 380.093 F.S.	6-9 months	GIS files with appropriate metadata of the data compiled… Other: GPS coordinated video of full length of tidally influenced seawalls within the City, incorporated into GIS framework.	$ 100,000.00
3	Final Vulnerability Assessment Report	Contractor only	Shoreline Infrastructure Vulnerability Assessment (SIVA) Final Report summarizing existing conditions of seawalls and coastal stormwater system; Analysis of findings in relation to recommended minimum seawall heights; Recommendations for future public seawall improvements (repair, raise, or replace), including cost estimates; Prioritized list of drainage pipes needing tidal backflow prevention devices, including cost estimates; Recommendations for implementing conformance of privately owned seawalls to recommended height requirements, including draft Ordinance language.	Evaluate vulnerabilities and risks associated with the City's critical shoreline infrastructure; Support capital improvement planning and the development of a Shoreline Infrastructure Ordinance	1-6 months	Final Shoreline Infrastructure Vulnerability Assessment Report	$ 25,000.00
4	Critical Asset Adaptation Action Plan	Contractor only	Develop a Critical Asset Adaptation Action Plan within the geographic scope of the City's Adaptation Action Areas (AAAs) for the 2040 planning horizon; Use results of both the existing statutory CVA and the new SIVA to identify critical and regionally significant assets impacted by flooding in the AAAs; Identify capital projects to address flood risks for City-owned critical assets; Prioritize projects within each critical asset class as defined by Section 380.093, F.S.; Provide conceptual cost estimates of top priority projects in each asset class; Provide recommendations for design criteria for future infrastructure or retrofit projects; Provide GIS enabled mapping for recommended projects; Present plan to City Commission.	Develop a list of critical and regionally significant assets and a prioritized project list to meet statutory requirements and support applications for future Resilient Florida Implementation Grants; Integrate adaptation projects into the City's CIP; Develop an actionable roadmap to enhance resilience of shoreline infrastructure.	6-9 months	Meeting agenda and sign-in sheets; Presentation(s); A final list of critical and regionally significant assets…; Adaptation Action Plan;	$ 100,000.00
5	Partial Project Design	Contractor only	Collect data and provide 30% design of up to three priority capital projects to address flood risks for City-owned critical assets in the City's Adaptation Action Areas.	Prepare grant applications for projects to be included to the Statewide Flooding and Sea Level Rise Resilience Plan.	1-6 months	Other: Partial design for 3 capital projects to address flood risks to City-owned critical assets.	$ 90,000.00
						TOTAL	**$ 325,000.00**

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Approve the purchase of two (2) replacement vehicles that were approved in the FY21-22 budget, two (2) new vehicles for Development for an estimated amount of $45,384.00 by utilizing the Florida Sheriffs Association, FSA20-VEL28.0.

Explanation of Request: Attached is a spreadsheet indicating vendor, number of units ordered, user department, bid/contract information and cost.

How will this affect city programs or services? These vehicles will be used throughout the City to provide services to our residents.

Fiscal Impact: The total amount of $45,384.00 was approved in FY 21-22 budget for this purchase. The total amount of $45,384.00 will come from account 130-2411-524-64-33 (Development).

Alternatives: By deferring purchases, departmental maintenance cost and equipment downtime would increase.

Strategic Plan: High Performing Organization

Strategic Plan Application: Buying the right vehicle, at the right time, for the right cost, yields cost efficiency.

Climate Action Application: All vehicle needs in departments are carefully evaluated with the respect to fuel consumption. Where possible, more fuel-efficient vehicles are selected.

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Duval Ford

Start Date: 10/1/2020

End Date: 9/30/2022

Contract Value:

Minority Owned Contractor?: No

Extension Available?: No

Extension Explanation:

Attachments:

Type	Description
Attachment	Agenda Back Up - Fleet Vehicle Purchase Spreadsheet
Quotes	Agenda Back up - Duval Quote for Development Vehicle Purchases
Contract	Agenda Back up - FL Sheriff's Contract FSA 20-VEL28.0

Fleet Vehicles Purchased FY2021-2022

VENDOR	# UNITS/MODEL	DEPARTMENT	BID/CONTRACT	COST EACH	OPTION COST	CREDIT	TOTAL
Duval Ford	Two (2) Ford Maverick pick ups	Development	FSA 20-VEL28.0	$24,232.00	$1,960.00	($3,500.00)	$45,384.00
Total				$24,232.00	$1,960.00	($3,500.00)	$45,384.00

CITY OF BOYNTON BEACH

Prepared for:		Contract Holder	5/31/22
CITY OF BOYNTON BEACH BILL DARTY 561-742-6215 DartyW@bbfl.us		*Duval Fleet Sales* *Laura Torbett* *(Work) 904-388-2144* *(Fax) 904-387-6816* *(Cell) 904-568-6027* Laura.Torbett@duvalfleet.com *5203 Waterside Dr Jax, Fl 32210*	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0	SPEC 145	*2022 FORD RANGER 4X2 CREW CAB MODEL*	$ 24,232.00
0	100A	XL TRIM	$ -
0	999	2.0L ECOBOOST ENGINE	$ -
0	448	AUTOMATIC TRANSMISSION	$ -
0	STD	POWER WINDOWS AND LOCKS	$ -
0	STD	BACK UP CAMERA	$ -
0			$ -
0	YZ	EXTERIOR: OXFORD WHITE	$ -
0		INTERIOR: EBONY CLOTH	$ -
0			$ -
0	W8E	2022 FOR MAVERICK CREW CAB	$ (3,500.00)
0	86S	SPRAY IN BEDLINER	$ 494.00
0	942	DAYTIME RUNNING LIGHTS	$ 44.00
0	3K RKE	REMOTE KEY	$ 350.00
0	TAG	CITY TAG AND TITLE	$ 125.00
0	TTO	TAG HANDLING FEE	$ 48.00
0	6998	VEHICLE TRANSFER, JULY DELIVERY	$ 899.00
0			$ -
0	REF:		$ -
0			$ -
	VENDOR COMMENTS		
UNIT COST			$ 22,692.00

TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 22,692.00

(https://www.facebook.com/floridasheriffsassociation/) (https://twitter.com/FLSheriffs)

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(https://www.flsheriffs.org/)

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PURCHASING

« Back to Main Purchasing Page (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program)

FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES

Contract Term: October 1, 2020 – September 30, 2022

The Florida Sheriffs Association in partnership with the Florida Association of Counties offers statewide purchasing contracts on a variety of vehicles, equipment and services that are available to all eligible* agencies. While most agencies purchasing from our contracts are within the state of Florida, eligible* agencies from other states have used the contracts if their governing purchases ordinance allows.

For details of the products and services available, use the links located below that match the commodity you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for particular commodities. Follow the purchasing instructions and remember to send CPP a copy of your purchase order. Continue to scroll the bottom of the page to find links to all the bid supporting bid documents.

The bid awards and schedules are supported by a dedicated FSA staff with the assistance of our Advisory Board(s). We are available Monday through Friday to answer any questions or assist you in your purchasing transactions. Before you make a purchase, we encourage you to read the terms and conditions associated with each commodity. There are certain requirements for manufacturers, vendors, and the end user that you should be familiar with prior to and after the initial acquisition. These terms and conditions are written based on best practices to simplify the process for the buyer and the seller.

Since its inception in November 1993, approximately 70,580 vehicles and equipment have been purchased through these programs, resulting in tremendous savings and workload efficiencies for participating agencies statewide.

Purchaser Ordering Process Tutorial

Bid Award

Contract: FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 145, Ford, Ranger XL Crew Cab, R4E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$24,234.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,453.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$24,739.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$24,096.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,453.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$24,530.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$24,201.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,453.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	$24,983.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$24,232.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,453.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	$25,089.00	0.00%	Build	Options

SPEC 145	CODE	OPTION	BASE	101A Pkg	XLT	PRICE	MSRP
145	R4E	WESTERN ZONE				$ 24,234.00	2022 MY
145	R4E	NORTHERN ZONE				$ 24,096.00	
145	R4E	CENTRAL ZONE				$ 24,201.00	
145	R4E	SOUTHERN ZONE				$ 24,232.00	

SPEC 145	CODE	OPTION	BASE	101A Pkg	XLT	PRICE	MSRP
	R4E	Base equipment includes * 100A Equipment Group * 99H 2.3L EcoBoost engine * 44U 10-speed automatic transmission * 67F XL Power Equipment					
	Maverick Pickup						
1	**W8E 993 445**	2022 MAVERICK CREW CAB HYBRID				$ (3,000.00)	
2	**W8E 999 448**	2022 MAVERICK CREW CAB GAS 2.0L ECO				$ (3,500.00)	
3							
4	**101a**	XL Upgrade Package				$ 1,134.00	$ 1,135.00
5		101A					
6		Cruise Control		I			
7		Day/Night Rearview Mirror		I			
8		Perimeter Anti-Theft Alarm		I			
9		Power Glass Sideview Mirrors		I			
10		Remote Key Fob w/Tailgate Lock		I			
11		6 Audio Speakers		I			
12		**SYNC®** • Enhanced Voice Recognition Communications and Entertainment System • 911 Assist® • 4.2" LCD Display in Center Stack • Applink® • Smart Charging USB Port – one (1)		I			
13							
14	**86Q**	Bed Utility Package – NA w/	O	O		$ 394.00	$ 395.00

15	67G	Ford Co-Pilot360™ – NA w/ Auto-High Beam Headlamps BLIS® (Blind Spot Information System) w/Cross-Traffic Alert and Trailer Tow Monitoring Lane-Keeping System (Lane-Keeping Aid, Lane-Keeping Alert and Driver Alert System) Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support1) Rear View Camera – NA w/1 Note: 110V AC Power Outlet, Reverse Sensing System are included when Ford Co-Pilot360™ (67G) is ordered.		O	$ 624.00	$ 625.00
16	912	FX2 Package (4x2 only; req. STX Appearance Pkg. (76F)) – NA w/PU Box Delete		O	$ 594.00	$ 595.00
17	914	FX4 Off-Road Package (4x4 only; req. STX Appearance Pkg. (76F)) – NA w/		O	$ 1,294.00	$ 1,295.00
18	76F	STX Appearance Package – NA w/ Note: STX Appearance Package (76F) is required with FX2 Package (912) and FX4 Off-Road Package (914)		O	$ 1,094.00	$ 1,095.00
19	50U	STX Appearance Package Note: STX Appearance Package (76F) is required with FX2 Package (912) and FX4 Off-Road Package (914)		O	$ 994.00	$ 995.00
20	534	Complete Trailer towning packge: Includes (53R) and Hardware package: Ball Mount, 2" ball, pin and clip, and six way trailer plug when specified on Purchase order.	O	O	$ 894.00	$ 895.00
21	76H	XL Chrome Appearance Package	O	O	$ 364.00	$ 365.00
22	16E	Carpet Flooring w/Floor Mats	O	O	$ 144.00	$ 145.00
23	X73	Electronic-locking differential	O	O	$ 419.00	$ 420.00
24	41H	Engine Block Heater	O	O	$ 79.00	$ 80.00
25	153	Front License Plate Bracket (standard in states where required by law, opt. to all others)	O	O		
26	43D	Manual-Sliding Rear-window w/Privacy Glass and Defrost	O	O	$ 224.00	$ 225.00
27	18Y	Running Boards – 5" Rectangular – Black –	O	O	$ 634.00	$ 635.00
28	86C	Aluminum Crossbed Toolbox, (Dealer installed) Tonneau Pickup Box Cover Hard, Soft or Retractable (94D/94E/94J))	O	O	$ 594.00	$ 595.00
29	17C	Floor Liner – Tray Style – req. Carpet Flooring (16E)	O	O	$ 199.00	$ 200.00
30	63C	SecuriCode™ Keyless-Entry Keypad	O	O	$ 94.00	$ 95.00
31	17B	Splash Guards/Mud Flaps Front and Rear – NA w/	O	O	$ 129.00	$ 130.00
32	86S	Bedliner – Tough Bed® Spray-in	O	O	$ 494.00	$ 495.00
33	94B	★Pickup Box Extender – NA w/ or Bed Utility Package (86Q)	O	O	$ 294.00	$ 295.00

34	94J	Tonneau Pickup Box Cover – Retractable (NA w/, Aluminum Crossbed Storage Toolbox (86C) or Bed Utility Package (86Q))	O	O	$ 1,694.00	$ 1,695.00
35	66F	LED Warning Strobes by Sound Off Signal – Amber (Ford Accessory); includes center high- mounted stop light bar and two (2) forward facing interior mounted lights	O	O	$ 624.00	$ 625.00
36	66G	LED Warning Strobes by Sound Off Signal – Amber/White with rear work light feature (Ford Accessory); includes center high-mounted stop light bar and two (2) forward facing interior mounted lights **Note:** Rear white lights can be turned on solid to provide additional work area lighting	O	O	$ 674.00	$ 675.00
37	64Y	17" Silver-Painted Aluminum Wheel	O	O	$ 434.00	$ 435.00
38	60H	Exterior Backup Alarm. May be Dealer Installed	O	O	$ 139.00	$ 140.00
39	TEW	LT 265/65 R17 A/T OWL Tires (req. 17" Silver-Painted Aluminum Wheel (64Y)) – NA w/	O	O	$ 174.00	$ 175.00
40	52B	Cruise Control	O	O	$ 224.00	$ 225.00
41	58E	**SYNC®** Enhanced Voice Recognition Communications and Entertainment System 911 Assist® 4.2" LCD Display in Center Stack Applink® Smart Charging USB Port – one (1)	O		$ 869.00	$ 870.00
42	67F	XL POWER EQUIPMENT GROUP (67F) Availability: • Opt. on XL Base (100A) (Fleet Only) Includes: • Perimeter Alarm • Power Glass Sideview Mirrors • Remote Key Fob • Remote Tailgate Lock – NA w/	I	I		
43	LT Equipment Group		300a	301a	302a		
44	300a	Base XLT Package	O			$ 3,500.00	$ 6,380.00
45	301a	Mid Range XLT Package		O		$ 4,600.00	$ 7,550.00
46	302a	Lux XLT Package			O	$ 5,800.00	$ 8,830.00
47		Auto-Dimming Rearview Mirror		I	I		
48		Leather-Wrapped Steering Wheel and Shifter		I	I		
49		Power-Folding Sideview Mirrors w/Power Glass		I	I		
50		Sport Appearance Package (selection of Chrome Appearance Package (76G) or Black Appearance Package (76J) removes Sport Appearance Package)		I	I		
51		8-Way Power Driver and Passenger Heated Seats w/Power Lumbar			I		
52		Manual-Sliding Rear-Window			I		
53		Remote Start			I		

54								
55	912	FX2 Package (4x2 only; NA w/Black Appearance Package (76J)).	O	O	O	$ 594.00	$	595.00
56	914	FX4 Off-Road Package (4x4 only)	O	O	O	$ 1,294.00	$	1,295.00
57	53R	Trailer Tow Package	O	O	O	$ 494.00	$	495.00
58	534	Complete Trailer towning packge: Includes (53R) and Hardware package: Ball Mount, 2" ball, pin and clip, and six way trailer plug when specified on Purchase order.	O	O	O	$ 894.00	$	895.00
59	67J	**Technology Package** Adaptive Cruise Control Forward Sensing System Navigation		O	O	$ 994.00	$	995.00
60	76J	Black Appearance Package (NA w/ Bed Utility Package (86Q), Chrome Appearance Package (76G), FX2 Package (912) or Sport Appearance Package (76E))		O	O	$ 1,089.00	$	1,090.00
61	76G	Chrome Appearance Package (NA w/XLT Sport Appearance Package (76E))		O	O	$ -	$	-
62	64J	18" Machined Aluminum Wheel w/Magnetic Pockets (req. Sport Appearance Package(76E))			O	$ 894.00	$	895.00
63	64F	18" Chrome-Like PVD Wheel (req. Chrome Appearance Package (76G))			O	$ 894.00	$	895.00
64	X73	Electronic-Locking Rear Differential	O	O	O	$ 419.00	$	420.00
65	41H	Engine Block Heater	O	O	O	$ 79.00	$	80.00
66	153	Front License Plate Bracket (standard in states where required by law, opt. to all others)	O	O	O			
67	TEW	LT 265/65 R17 A/T OWL Tires (req. FX2 Package (912) or FX4 Off-Road Package (914); NA w/18" Machined Aluminum Wheel w/Magnetic Pockets (64J) or 18" Chrome-Like PVD Wheel (64F))	O	O	O	$ 174.00	$	175.00
68	50B	Remote Start	O	O		$ 194.00	$	195.00
69	18Y	Running Boards – 5" Rectangular – Black (NA w/Chrome Appearance Package (76G))	O	O	O	$ 634.00	$	635.00
70	18E	Running Boards – 5" Rectangular – Chrome (req. Chrome Appearance Package (76G))		O	O	$ 634.00	$	635.00
71	86C	Aluminum Crossbed Toolbox, (Dealer installed) (NA w/ or Tonneau Pickup Box Cover Hard, Soft or Retractable (94D/94E/94J))	O	O	O	$ 594.00	$	595.00
72	17C	Floor Liner – Tray Style	O	O	O	$ 199.00	$	200.00
73	WT4	Weather Tech Laser cut floor liners- Four Piece	O	O	O	$ 325.00		NA
74	WT2	Weather Tech Laser cut floor liners- Two Piece	O	O	O	$ 215.00		NA
75	63C	SecuriCode™ Keyless-Entry Keypad	O	O	O	$ 94.00	$	95.00
76	17B	Splash Guards/Mud Flaps Front and Rear	O	O	O	$ 129.00	$	130.00
77	86S	Bedliner – Tough Bed® Spray-in	O	O	O	$ 494.00	$	495.00
78	94B	★Pickup Box Extender – NA w/Bed Utility Package (86Q)	O	O	O	$ 294.00	$	295.00

79	**94J**	Tonneau Pickup Box Cover – Retractable – (NA w/Aluminum Crossbed Storage Toolbox (86C) or Bed Utility Package (86Q))	O	O	O	$	1,694.00	$ 1,695.00
80	**66F**	LED Warning Strobes by Sound Off Signal – Amber (Ford Accessory); includes center high-mounted stop light bar and two (2) forward facing interior mounted lights	O	O	O	$	624.00	$ 625.00
81	**66G**	LED Warning Strobes by Sound Off Signal – Amber/White with rear work light feature (Ford Accessory); includes center high-mounted stop light bar and two (2) forward facing interior mounted lights **Note:** Rear white lights can be turned on solid to provide additional work area lighting	O	O	O	$	674.00	$ 675.00
82	**60H**	Exterior Backup Alarm, may be dealer installed	O	O	O	$	139.00	$ 140.00
83	**43D**	Manual-Sliding Rear-Window	O	O		$	119.00	$ 120.00
84	ADDITIONAL OPTIONS - INTERIOR							
85	STLIGHT	Streamlight Rechargeable Stinger Flashlight-75712	O	O	O	$	189.00	NA
86	LAPTOP	LapTop Stand Passenger side mounted and universal Cradle	O	O	O	$	800.00	NA
87	NS	Red White Dome Light, Installed between visors or in cargo area-ECVDMLTAL00	O	O	O	$	186.00	NA
88	USB Iphone	HD Charge Wire for Iphone-USBIPHONE	O	O	O	$	39.00	NA
89	USB Android	HD Charge Wire for Android-USBANDROID	O	O	O	$	39.00	NA
90	PHONE	Car Cup Holder Phone Mount	O	O	O	$	80.00	NA
91	Seat Cover	Front Seat Covers by TigerTough	O	O	O	$	446.00	NA
92	SAFET	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher (Specify mounting location- 6430, PET449, B550T)	O	O	O	$	276.00	NA
93	SAFET2	First Aid, Fire Extinguisher (specify mounting location) and Road LED Kit- 6430, B500T, 1160-4PACK	O	O	O	$	536.00	NA
94	SAFET3	All Purpose Anti Bacterial Wipes, FDA Approved (60 Count) With Face Mask	O	O	O	$	50.00	NA
95	TH500	500 Watt Inverter with Dash Switch	O	O	O	$	396.00	NA
96	TH750	750 Watt Inverter with Dash Switch	O	O	O	$	596.00	NA
97	TH1000	1000 Watt Inverter with Dash Switch	O	O	O	$	642.00	NA
98	DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	O	O	O	$	1,495.00	NA
99	DSI-REMOTE	Remote control for Dimensions	O	O	O	$	145.00	NA
100	ADDITIONAL OPTIONS - EXTERIOR							
101	VV	Vent Shades	O	O	O	$	175.00	NA
102	TINT 1	Window Tint On Front 2 Windows Including Windshield Strip	O	O	O	$	265.00	NA
103	TINT 2	Tint All Windows 4 Door Including Windshield Strip	O	O	O	$	385.00	NA
104	TINT 3	Limo Tint 4 Doors Including Windshield Strip	O	O	O	$	465.00	NA
105	DECAL 1	Graphics- Basic Fleet Package	O	O	O	Call for Price		NA
106	DECAL 2	Graphics- Customized Package With Unit numbers	O	O	O	Call for Price		NA
107	NITRO	Nitrogen Filled Tires In Lieu Of Std. Factory Fill. Fuel Economy Saver Due To Tire Pressure Consistency, On Ground	O	O	O	$	245.00	NA

108	Bedliner	Plastic Bedliner	O	O	O	$ 349.00	NA
109	BS	Bug Shield	O	O	O	$ 140.00	NA
110	3K RKE	Programmed Integrated Key Transmitter Fob	O	O	O	$ 350.00	NA
111	3K PATS	Programmed Key with Pats Technology, Fleet Key	O	O	O	$ 225.00	NA
112	2 TONE	Two Tone Paint Scheme, Roof and Doors	O	O	O	$ 1,896.00	NA
113	2TONE	Two Tone Paint Scheme, Doors Only	O	O	O	$ 1,496.00	NA
114	BUA	Backup Alarm	O	O	O	$ 130.00	NA
115	uCoat	Under Coating	O	O	O	$ 650.00	NA
116	LIGHTING	For additional packages please refer to lighting submission documnent					
117	GOLITE	LED Permanent Mount Go-Light brand spot light	O	O	O	$ 795.00	NA
118	3BK	3RD BRAKE LIGHT SAFETY PULSE (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	O	O	O	$ 278.00	NA
119	LED PKG 1	4 Corner Flashing System (2 Surface Mounted In Grille , 2 In Tail Lights) (Specify color at time of order) MCRNS*, MCRNB1, VTX609*	O	O	O	$ 675.00	NA
120	LED PKG 2	16" Mini Whelen Led Century Light Bar - Amber light with Amber Lens- MC16PA	O	O	O	$ 495.00	NA
121	LED PKG 3	16" Mini Whelen Led Century Light Bar - Amber light with Clear- MC16PCA	O	O	O	$ 550.00	NA
122	LED PKG 4	16" Mini Whelen Led Century Light Bar - Amber/white lights with Clear Lens- MC16PF	O	O	O	$ 550.00	NA
123	LED PKG 5	23" Mini Whelen Led Century Light Bar - Amber light with Amber Lens- MC23PA	O	O	O	$ 695.00	NA
124	LED PKG 6	23" Mini Whelen Led Century Light Bar - Amber light with Clear- MC23PCA	O	O	O	$ 695.00	NA
125	LED PKG 7	23" Mini Whelen Led Century Light Bar - Amber/white lights with Clear Lens- MC23PF	O	O	O	$ 695.00	NA
126	LED PKG 8	44" Fully Populated Light Bar, 6-Switch Controller & 4 Corner Flashing System With Mounting Hardware (specify color at time of order) JV4****, PCC6W, MCRNT*, VTX609*	O	O	O	$ 2,995.00	NA
127	LED PKG 9	Interior Flashing Syatem: (2) Avengers In Headliner, (2) Avengers In Rear Deck, 4 Corner Flashing System with Single Mounted Controller	O	O	O	$ 2,232.00	NA
128	BED OPTIONS	Toolbox					
129	154-5-01	Black Aluminum Crossbed Toolbox by Weather Guard	O	O	O	$ 967.00	NA
130	TBX	Bright Prem Aluminum Crossbed Storage Toolbox	O	O	O	$ 594.00	NA
131		BED COVERS					
132	FCHT	Cab high fiberglass topper with sliding side windows.	O	O	O	$ 1,992.00	NA
133	YAKI	Yakima roof rack with adjustable round bars	O	O	O	$ 515.00	NA
134	FCHT OPT 1	Fiberglass toolbox with shelf on single side. req topper	O	O	O	$ 565.00	NA
135	FCHT OPT 2	Glass side windoors flip out for easy access, req topper	O	O	O	$ 435.00	NA

136	FCHT OPT 3	Solid painted windoors for added security. req. topper	O	O	O	$	635.00	NA
137	FBL	Ranch legacy series fiberglass painted bed lid, dual shock, black powder coated hardware. single lock with two keys	O	O	O	$	1,835.00	NA
138	LG122M	Roll N Lock retractable bed cover 5 foot bed	O	O	O	$	1,446.00	NA
139	LG123M	Roll N Lock retractable bed cover 6 foot bed	O	O	O	$	1,480.00	NA
140	60335	Retrax retractable bed cover 5 foot bed	O	O	O	$	1,440.00	NA
141	83636	Extang folding bed cover 5 foot bed	O	O	O	$	1,108.00	NA
142		Grill Guard & Winch						
143	57-93985	HDX GRILL GUARD WITH WINCH PLATE	O	O	O	$	1,343.00	NA
144	57-3985	HDX GRILL GUARD no WINCH PLATE	O	O	O	$	1,227.00	NA
145	103252	Warn 8,000 pound winch	O	O	O	$	929.00	NA
146	Warranty							
147	BB575	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	O	O	$	1,625.00	$ 1,625.00
148	BB5100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	O	O	$	2,060.00	$ 2,060.00
149	BE575	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	O	O	$	1,790.00	$ 1,790.00
150	BE5100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	O	O	$	2,370.00	$ 2,370.00
151	BP575	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	O	O	$	2,390.00	$ 2,390.00
152	BP5100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2021	O	O	O	$	3,145.00	$ 3,145.00
153	Final Delivery							
154	OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emmissions codes for specific region.	O	O	O	$	446.00	NA
155	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	O	O	O	$	48.00	NA
156	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	O	O	O	$	7.00	NA

157	TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	O	O	O	$ 90.00	NA
158	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	O	O	O	$ 125.00	NA

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission:
Approve minutes from the June 7, 2022 City Commission Meeting, and the June 21, 2022 City Commission Meeting.

Explanation of Request:
The City Commission met on June 7, 2022 and June 21, 2022, and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services?
A record of the actions taken by the City Commission will be maintained as a permanent record.

Fiscal Impact: There is no fiscal impact to the budget from this item.

Alternatives:
Approve, amend and approve, or do not approve the minutes.

Strategic Plan: Building Wealth in the Community

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Minutes	Commission Meeting Minutes 06-07-2022
🗋	Addendum	Commission Meeting Minutes 06-21-2022

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, June 7, 2022, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin
Commissioner Aimee Kelley

James Stables, Interim City Manager
Mike Cirullo, Deputy City Attorney
Tammy Stanzione, Deputy City Clerk

1. Agenda Items

A. Call to Order - Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:12 P.M.

Roll Call

Deputy City Clerk Tammy Stanzione called the roll. A quorum was present.

Invocation by Rabbi Michael Simon, Temple Beth Kodesh

Due to technical difficulties with Rabbi Michael Simon, the Invocation was given by Commissioner Hay.

Pledge of Allegiance to the Flag led by Commissioner Kelley

Commissioner Kelley led the Pledge of Allegiance to the Flag.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Penserga added an item about attendance at the Leagues of Cities Conference.

Mayor Penserga stated that staff requested the removal of Item 7b.

Commissioner Turkin asked legal counsel if it was possible to table Items 12b and 12c. Attorney Cirullo replied that it could be tabled but recommended the item be addressed at the next meeting in the event it affects next fiscal year. Mayor Penserga suggested the Commission ask for more information when the items come up on the agenda and if the information is not sufficient, they could table the items.

Commissioner Kelley asked to add an update on Harvey Oyer Jr. Park and the status of the renovation. Mayor Penserga added the item to the City Manager's report.

Vice Mayor Cruz asked to add an item to Future Agenda on requiring a minimum commercial space percentage to mixed-use developments.

2. Adoption

Motion

Vice Mayor Cruz moved to approve the agenda as amended. Commissioner Turkin seconded the motion. The motion passed unanimously.

2. Other

A. Make Informational items by the Members of the City Commission.

Commissioner Hay noted Feeding South Florida has changed from Thursday to Saturday morning. He announced the upcoming Juneteenth celebration.

Vice Mayor Cruz announced the Boynton Beach Food, Wine, and Brew Fest will be held on June 16.

Commissioner Turkin announced that the Lionfish Derby will be on June 12 at the Marina.

3. Announcements, Community And Special Events And Presentations

A. Announce Community Input Meeting for the Parks System Master Plan at the Boynton Beach Arts & Cultural Center Event Hall (125 E. Ocean Avenue) on June 8, 2022, at 6:30 p.m. Announce Community Input Meeting for the Parks System Master Plan at the Boynton Beach Arts & Cultural Center Event Hall (125 E. Ocean Avenue) on June 8, 2022, at 6:30 p.m.

Mayor Penserga announced the Community Input Meeting.

B. Proclamation recognizing June 19, 2022, as Juneteenth Day, a celebration of freedom. Boynton Strong members Irwin Cineus, Tiki L. Newton and Tory Orr will accept the proclamation.

Mayor Penserga read the proclamation. Boynton Strong members Irwin Cineus, Tiki L. Newton and Tory Orr accepted the proclamation and expressed appreciation.

Commissioner Hay referenced flyers with more information about Boynton Beach's Juneteenth celebration.

C. June 19, Proclamation recognizing June 2022 as Alzheimer's and Brain Awareness Month. David Chaves Lopez, Bilingual Program Manager of

the Alzheimer's Association - Southeast Florida

Mayor Penserga read the proclamation. Vice Mayor Cruz thanked the Alzheimer's Association. She asked for the water tower to be turned purple in recognition. Interim City Manager Stables confirmed that was possible. David Chaves Lopez accepted the proclamation and thanked the Commission. He shared information about Alzheimer disease within Palm Beach County.

D. Proclamation recognizing the month of June 2022 as National Homeownership Month. Habitat for Humanity of South PBC CEO and President Jennifer Thomason will accept the proclamation.

Mayor Penserga read the proclamation. Habitat for Humanity of South PBC CEO and President Jennifer Thomason accepted the proclamation and shared information about homeownership within Boynton Beach.

4. Public Audience

Individual Speakers Will Be Limited To 3 Minute Presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

Bernard Wright, CEO Bernard Wright Ministries, spoke on the restoration of the baseball diamond and the pool. He also read research on kids from fatherless homes. He asked for continued justice for SJ.

Cassandra Corbin Thaddeus, from Connect to Greatness, spoke on mindfulness and yoga for their students and a partnership with Soil and Soul.

Edward Tedman asked for driver access for the library book drop.

Evangeline Ward, 1518 North Seacrest Boulevard, asked about increased security for local events and programs.

Rick (no last name given) expressed concerned about safety for dirt bikes. He asked for a dedicated space to ride dirt bikes and implementation of a City ordinance that protects travel to and from the dedicated area and to and from gas stations.

Bryce Graham, Second Vice President National Network Central Florida Chapter, demanded justice for Stanley Dale Davis III.

Wesley Schuyler, 618 Northwest 2nd Street, spoke about the investigation and demanded the firing of Mark Sohn.

Mayor Penserga noted there were no virtual speakers and he closed Public Audience.

5. Administrative

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

Motion:
Commissioner Turkin nominated Alexander Ranbom as an alternate the Building Board of Adjustments and Appeals. Commissioner Hay seconded the motion. The motion passed unanimously.

Motion:
Commissioner Turkin nominated Nicole Padro as an alternate to the Education and Youth Advisory Board. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

Motion:
Commissioner Turkin nominated Alexander Ranbom as an alternate to the Historic Resources and Preservation Board. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

Motion:
Commissioner Kelley nominated Nicole Padro as a regular member to the Library Board. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

Motion:
Vice Mayor Cruz nominated Danny Ferrell as a regular member to the Senior Advisory Board. Commissioner Hay seconded the motion. The motion passed unanimously.

Motion:
Commissioner Hay nominated Ann Cwyner as an alternate to the Senior Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

B. Ratify the selection of Sandra Watson as the Chair and Judi Lyman as the Vice Chair of the Senior Advisory Board

Motion:

Vice Mayor Cruz motioned to ratify the selection. Commissioner Hay seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Accept the written report to the Commission for purchases over $10,000 for the month of April 2022.

B. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities under $100,000 as described in the written report for June 7, 2022 -"Request for Extensions and/or Piggybacks."

C. Approve an annual blanket for East Coast Mulch in the amount of $85,000.00 for park, playground, and various City buildings/facilities piggybacking the Southeast Governmental Contract Award #E-04-22 for the period of the contract which expires on November 14, 2022, with an annual expenditure of $125,000. The City of Pompano Beach's bid process satisfies the City's competitive bid requirements.

D. Accept FY2021-2022 second quarter report on operations of the Schoolhouse Children's Museum.

E. Authorize the Finance Department to reduce the Allowance for Uncollectible Accounts and the Accounts Receivable Accounts by $1,009,666.96. This amount reflects unpaid ALS Transportation billings that have been in collections for 12 months or longer. This write off is for 2017 uncollected EMS-Transport revenue.

F. Proposed Resolution No. R22-073 - Approve and authorize the Interim City Manager to sign the Mutual Aid Agreement between the City of Boynton Beach and Phillips and Jordan for hurricane/disaster debris removal as provided for under the Solid Waste Authority's Mutual Aid Agreement No 22-201C with the same terms and conditions.

G. Proposed Resolution No. R22-074 - Approve and authorize the Interim City Manager to sign an End User Professional Services Agreement with Thompson Consulting Services, LLC for debris monitoring services as provided for under the Solid Waste Authority of Palm Beach County Agreement No. 22-202 with the same terms and conditions.

H. Proposed Resolution No. R22-075 - Approve and ratify the Collective Bargaining Agreement between the City and the Boynton Beach Association of Fire Fighters Florida Local 1891 of the IAFF for the term October 1, 2022, through September 30, 2025.

I. Proposed Resolution No. R22-076 - Approve and authorize the Interim City Manager to sign the Interlocal agreement between the City of Boynton Beach and the Town of Lantana for water main interconnection.

J. Proposed Resolution No. R22-077 - Approve and authorize the Mayor to sign a grant application to the Florida Division of Emergency Management (FDEM) for the Hazard Mitigation Grant Program Watershed Planning

Initiative (WPI), execute all documents associated with the grant, accept the grant, and execute the Grant Agreement subject to the approval of the City Attorney.

K. Accept Proposed Resolution No. R22-078 - Approve and authorize the Mayor to sign the First Amendment to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency to provide for the forgiveness of the local government contribution under the Florida Housing Finance Corporation loan program for the Ocean Breeze East project as part of the promissory note and loan agreement.

L. Approve minutes from the May 17, 2022, City Commission meeting, May 18, 2022, Workshop meeting and May 20, 2022 Special meeting.

Mayor Penserga pulled Item 6E for discussion. Commissioner Hay confirmed he always wanted to pull 6E for discussion.

Commissioner Turkin pulled Item 6H.

Motion:

Commissioner Hay moved to approve the remainder of the consent agenda. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

Mayor Penserga read Item 6E.

Interim Fire Chief Hugh Bruder explained that the write off is required by State law. He noted that the write off is slightly less than the prior year.

Mayor Penserga asked if there have been process changes in recent years.

Chief Bruder replied yes. He explained that billing has been outsourced to Digitech and through the digital process they are able to increase revenue collection between 8-10 percent.

Commissioner Hay asked if it is standard to outsource collection. Chief Bruder explained the collection timeline and process. He mentioned that they may explore an option to sell the debt.

Interim City Manager Stables added additional comment.

Motion:

Commissioner Hay moved to approve Item 6E. Vice Mayor Cruz seconded the motion.

The motion passed unanimously.

Mayor Penserga read Item 6H.

Interim City Manager Stables provided an overview on the item.

In response to Commissioner Turkin's question, Interim City Manager Stables clarified that the City does not have part-time firefighters.

Commissioner Turkin asked counsel if ARPA funds could be used to alleviate this item.

City Attorney Cirullo said that they could look into that request further with staff. Interim City Manager Stables said that ARPA funds cannot be used for personnel.

Vice Mayor Cruz asked about the effective date. Interim City Manager Stables replied that they are aiming for January 2023. She asked if they could give preference to Palm Beach County applicants. Interim City Manager Stables stated that he does not know that answer. City Attorney Cirullo added that he could discuss further with the Interim City Manager.

Commissioner Kelley asked how long the hiring process is. Interim City Manager Stables said that it was condensed, and they plan to have the hiring completed in October, November, and December. He said that recruiting began on June 1, 2022.

Motion:

Commissioner Hay moved to approve Item 6H. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Accept the Proposed Resolution No. R22-079 – Award of Bid No. PWE22-013 for "Industrial Way Drainage Improvements - Phase I", and authorize the Interim City Manager to sign a contract and issue a purchase order to the lowest responsive and responsible bidder, R & D Paving, LLC of West Palm Beach, Florida, in the amount of $1,007,061.00, plus a 10% contingency in the amount of $100,706.10.

B. Proposed Resolution No. R22-080 - Amend the FY 2021-22 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority to Award Task Order No. F05-2022, Links Golf Course – Restrooms and Golf Ball Dispensary through the use of Bid No. 028-2511-20/RW (Minor Construction Services) to Anzco, Inc. of Boca Raton as the lowest responsive, responsible bidder in the total amount of $245,670.00.

C. Proposed Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for June 7, 2022 - "Request for Extensions and/or Piggybacks."

Mayor Penserga pulled 7A and reminded the Commission that Item 7B was removed per staff request.

Motion:

Vice Mayor Cruz moved to approve the remainder of the consent bids and purchases over $100,000. Commissioner Hay seconded the motion. The motion passed unanimously.

Mayor Penserga read Item 7A.

City Engineer Gary Dunmyer provided background on the item and how funding would be used.

Commissioner Hay asked to see the link of priority road projects within the City. Mr. Dunmyer confirmed that he would share the information.

Interim City Manager Stables provided additional comment in support.

Motion:

Commissioner Hay moved to approve Item 7A. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

8. Public Hearing

A. Accept the Proposed Ordinance No. 22-013 - Second Reading - Approve amendments to the Land Development Regulations, Chapter 3, Article III. Zoning Districts and Overlay Zones; Chapter 3, Article IV, Section 5. Nonconforming Uses; and Chapter 4, Article IX, Section 6. Historic Preservation Requirements to promote, incentivize and facilitate the preservation of historically designated properties in the City.

City Attorney Cirullo read the proposed ordinance into the record.

Mayor Penserga opened public comment. No one came forth to speak on the item. Mayor Penserga closed public comment.

Motion:

Vice Mayor Cruz moved to approve Ordinance 22-013. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously (5-0).

B. Approve request for Master Plan Modification (MPMD 22-001) for Shalimar at Boynton Beach to establish project density and intensity, maximum building heights, land use distribution, and vehicle pedestrian circulation design. Applicant: Rene Gutierrez, TM Residential LLC. Approve request for New Major Site Plan (NWSP 22-001) for Shalimar at Boynton Beach to allow the construction of a mixed-use development consisting of 250 residential units, two (2) 2,150 square foot retail buildings, a 9,850 square foot clubhouse, and associated site improvements. Applicant: Rene Gutierrez, TM Residential LLC.

This item is tabled to the June 21, 2022, City Commission Meeting. City Attorney Cirullo stated that it may be tabled further into July.

9. City Manager's Report

Public Works Director Mario Guzman provided an update on Harvey Oyer Jr. Park and the kayak launch.

Commissioner Kelley expressed concern about properly notifying the public regarding the boat ramp closure date. Mr. Guzman replied that they will work with Marketing to give at least 3-4 weeks' notice to the public.

10. Unfinished Business

A. Continue discussion on City Manager search process.

Julie Oldbury, Director of Human Resources and Risk Management, referenced the proposed search timeline that was included in the meeting backup. She confirmed that she needs direction from the Commission in order to post the job. She noted that the job description was provided to each Commissioner for review.

Mayor Penserga supports posting the position as soon as possible.

Consensus was reached to release the position notice.

Commissioner Kelley requested that Ms. Oldbury provide regular updates at future Commission meetings.

11. New Business

Mayor Penserga asked the Commission how many were interested in attending the League of Cities Conference. The conference will be held November 17-19 in Kansas City, MO.

All Commissioners confirmed their interest in attending.

Mayor Penserga expressed interest in attending an Executive Education session the day prior to the conference. Commissioner Kelley would be interested in attending that class as well and will check her schedule.

Interim City Manager Stables asked all Commissioners to individually speak to Candace or Kendra to arrange registration and travel.

12. Legal

A. Proposed Ordinance No. 22-014 - First Reading - Approve the request for historic designation of 330 NW 1st Avenue, and the addition of this 1924, Mission Style, one-story single-family house to the City's Local Registry of Historic Sites. Applicant: Edward J. Bradley, property owner.

City Attorney Cirullo read the proposed ordinance by title.

Mayor Penserga opened public comment. No one came forth to speak on the item. Mayor Penserga closed public comment.

Motion:

Commissioner Hay moved to approve Ordinance 22-014. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously (5-0).

B. Proposed Resolution No. R22-081 - Approve and authorize the Mayor to sign the Non-Ad Valorem Special Assessment agreement between Dorothy Jacks, as Palm Beach County Property Appraiser, and City of Boynton Beach, to use the uniform method for the levy and collection of a non-ad valorem special assessment for canal aquatic maintenance services for the Lake Eden Four Canals and Lake Shore Haven Canal.

Commissioner Turkin said that he wants to speak to more residents in his district about this item.

Poonam Kalkat, Utilities Director, provided background on the item.

City Attorney Cirullo provided additional comment about the process.

Mayor Penserga asked about the amount of assessment per household annually.

A discussion ensued about the assessment and the canal maintenance.

Mayor Penserga opened public comment.

Mike Fitzpatrick, 175 Southwest 2nd Street, spoke on private ownership of the canals.

Rick (no last name) suggested de-privatizing the canals and then assess the canals with the Army Corps of Engineers.

Mayor Penserga closed public comment.

C. Proposed Resolution No. R22-082 - Approve and authorize the Mayor to sign an Interlocal Agreement between Anne M. Gannon as Constitutional Tax Collector for Palm Beach County, and City of Boynton Beach, for the implementation and collection of the City's non-ad valorem assessments noted in Resolution No. R21-175 for Canal Maintenance Services the Lake Eden Four Canals and Lake Shore Haven Canal adopted December 7, 2021, by the City of Boynton Beach.

Motion:

Commissioner Kelley moved to table Item 12B and 12C. Commissioner Turkin seconded the motion. In a voice vote, the motion passed unanimously (5-0).

13. Future Agenda Items

14. Adjournment

Prior to adjournment, Commissioner Turkin asked staff to reach out to the audience member who spoke on the trail bikes. He said that he would also like information on the baseball diamond.

There being no further business to discuss, the meeting was adjourned at 8:17 P.M.

ATTEST:

_____
Maylee DeJesús
City Clerk

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, June 21, 2022, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin
Commissioner Aimee Kelley

James Stables, Interim City Manager
Mike Cirullo, Deputy City Attorney
Maylee DeJesús, City Clerk

1. Agenda Items

A. Call to Order - Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:04 P.M.

Roll Call

City Clerk Maylee DeJesús called the roll. A quorum was present.

Invocation by Pastor Bob Bender, Christ Fellowship Church

The Invocation was given by Pastor Bob Bender

Pledge of Allegiance to the Flag led by Mayor Ty Penserga

Mayor Penserga led the Pledge of Allegiance to the Flag.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Penserga added an item to Legal.

Mayor Penserga added an item to Future Agenda for staff to research legal options concerning rising rent costs and protecting tenant rights.

Commissioner Turkin added review of redlight cameras to Future Agenda.

Commissioner Hay added Juneteenth holiday discussion to Future Agenda.

Vice Mayor Cruz asked for consensus to receive the agenda one week prior to the meeting. She also added a discussion about a potential park at Leisureville to Future Agenda.

Mayor Penserga added Agenda Publication Date under New Business.

2. Adoption

Motion

Vice Mayor Cruz moved to approve the agenda as amended. Commissioner Hay seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Kelley thanked the Boynton Beach Police Department and Interim Chief DeGiulio for the ongoing inclusivity efforts.

Commissioner Turkin welcomed City Clerk Maylee DeJesús.

Mayor Penserga recognized the Juneteenth event and thanked the event organizers and City Staff. He shared that he attended the Mayors' Roundtable earlier that day.

Commissioner Hay also acknowledged Juneteenth but noted that he attended Delray Beach's Juneteenth event as well. He clarified that the day of Feeding South Florida has changed from Thursday to Saturday, but the location and time remain the same.

3. Announcements, Community And Special Events And Presentations

A. Proclamation recognizing June 27, 2022, as National HIV Testing Day. Esther Ducas, Program Coordinator with FoundCare, will accept the proclamation.

Mayor Penserga read the proclamation. Esther Ducas and Rodney Roberts accepted the proclamation and thanked the Commission. They shared information about National HIV Testing Day on June 27, 2022.

B. Announce the City of Boynton Beach's 4th of July Event - Red, White, & Blue with a Waterfront View on Monday, July 4 from 6:30 p.m. to 9:30 p.m. at Intracoastal Park, 2240 N. Federal Highway.

Mayor Penserga announced the Community Input Meeting to be held on July 4, 2022.

C. Announce Virtual Community Input Meeting for the Parks System Master Plan on June 28, 2022, at 6:30 p.m. Register to attend on the Parks System Master Plan website: www.reimaginerecreationboynton.com

Mayor Penserga announced the Community Input Meeting to be held on June 28, 2022.

D. The Fiscal Year 2022/2023 budget workshops are scheduled for July 11-13, 2022 in the Police Department Community Room, 2100 High Ridge Road: Monday, July 11, 2022 at 10:00 a.m. Tuesday, July 12, 2022 at 10:00 a.m. Wednesday, July 13, 2022 at 5:30 p.m. (if needed) The City Commission will also consider adoption of a Preliminary Fire Assessment Rate Resolution and a Tentative Millage Rate Resolution at these Workshops.

Mayor Penserga announced the Fiscal Year 2022/2023 budget workshops to be held July 11-13, 2022.

4. Public Audience

Individual Speakers Will Be Limited To 3 Minute Presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

Bernard Wright, CEO Bernard Wright Ministries, recognized the Juneteenth celebration. He asked about budget items. He spoke on the ongoing investigation and justice for SJ. He mentioned potholes on his street.

Irvin Sinez spoke on the Juneteenth event and thanked the City.

Tory Orr, 106 NE 7th Avenue, asked about the budget workshop times and whether the Wednesday workshop would be held, since it was the only one offered after 5pm. He spoke on the Juneteenth event.

Cindy Falco De Corrado asked for the City to consider September as heterosexual month. She spoke about the gold fringe on the American flag and no trespassing signs at City Hall.

Susan Oyer, 140 SE 27th Way, read her aunt's obituary and details about her service. She agreed that the time of the budget meetings should be adjusted so the public can attend and be more transparent.

Bryce Graham, Second Vice President National Network Central Florida Chapter, demanded justice for Stanley Dale Davis III.

Ernest Mignoli, 710 NE 7th Street, Unit 407, spoke about past City employees and notary public.

Danny Farrell, 4414 Roundtable Court, joined virtually. He thanked Mayor Penserga and Commission Kelley for their work on Gateway traffic. He acknowledged the Pride memorial.

Ramona Young, 101 S. Federal Highway, joined virtually. She spoke on a brochure distributed with water bills.

Steven Grant was called upon virtually but there was no response.

Mayor Penserga closed Public Audience.

5. Administrative

A. Appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Mayor Penserga noted there were no applicants for the Building Board of Adjustments and Appeals, Education Youth and Advisory Board, Historic Resources Preservation Board, and the Library Board.

Motion:
Commissioner Turkin nominated James Watson as an alternate to the Senior Advisory Board. Commissioner Hay seconded the motion. The motion passed unanimously.

Motion:
Commissioner Kelley nominated Jane Garcia-Deale as an alternate to the Senior Advisory Board. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Legal Expenses - May 2022 - Information at the request of the City Commission. No action required.

B. Accept the written report to the Commission for purchases over $10,000 for the month of May 2022.

C. Proposed Resolution No. 22-085 - Approve and ratify the Collective Bargaining Agreement between the Palm Beach County Police Benevolent Association Police Captains and the City.

D. Accept Approve an increase to the annual estimated expenditures for bid contract "Backflow Prevention Device Inspection, Testing and Repair

Services" Bid # 020-2821-19/EM with Line-Tec, Inc. of Delray Beach, FL. from $30,000 to $40,000 annually for the duration of the contract.

E. Approve the rankings as recommended by the Evaluation Committee and authorize City Staff to conduct negotiations with the top four (4) ranked proposers in response to the RFQ No. UTL22- 013 Request for Qualifications for Professional Survey and Mapping Services and in accordance with Florida Statute 287.055, otherwise known as the Consultants' Competitive Negotiation Act (CCNA). After negotiations, the contracts will be brought back to the Commission for approval.

F. Proposed Resolution No. R22-86 - Approve Waiver of Right of First Refusal for the house belonging to Anitra Burgess Located at 504 N.W. 11th Avenue, Boynton Beach, Florida 33435.

Commissioner Kelley pulled Item 6C.

Motion:

Commissioner Turkin moved to approve the remainder of the consent agenda. Commissioner Hay seconded the motion. The motion passed unanimously.

Mayor Penserga read Item 6C.

Commissioner Kelley disclosed that she consulted with Palm Beach County Ethics Commission and was advised to recuse herself from voting because her husband is a member of the collective bargaining unit. She has a completed Form 1B for the City Clerk.

Boynton Beach Police Captain Daniel Dugger provided additional context on the contract and shared his personal thoughts.

Motion:

Commissioner Turkin moved to approve Item 6C. Vice Mayor Cruz seconded the motion. The motion passed 4-0. Commissioner Kelley recused herself.

7. Consent Bids and Purchases over $100,000

A. Authorize utilizing GSA contract GS-07F-173GA, previously approved on September 1, 2020, for the purchase of equipment and services for installation and configuration of Avigilon Security Camera System and access control from Broadcast Systems in the amount of $278,200.89.

B. Approve purchasing Unleaded Gasoline & Diesel Fuel from Port Consolidated, Inc. from the Southeast Florida Governmental Purchasing

Cooperative Group contract. The City of Pompano Beach is the Lead Agency that issued RFP E-03-22. The City of Boynton Beach is a participating cooperative group agency. The not to exceed amount for approval is $1,500,000.00.

C. Approve an increase to the annual estimated expenditures for bid contract "Furnish and Install Water Service Connections and Restoration" Bid # 021-2821-18/IT with Line-Tec, Inc. of Delray Beach, FL. from $25,000 to $250,000 annually for the duration of the contract and approve a Utility Capital Improvement Plan (CIP) budget adjustment of $225,000 for water meter replacements.

D. Approve Task Order UT-3A-03 with Globaltech, Inc. in the amount of $205,317.00 for the East Water Treatment Plant High Service Pumps 5 & 6 Improvements project.

Motion:

Vice Mayor Cruz moved to approve consent bids and purchases over $100,000. Commissioner Hay seconded the motion. The motion passed unanimously.

8. Public Hearing

A. Proposed Resolution No. R22-087 - Approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with 306 NE 6th Avenue, LLC for the development of a restaurant located at 211 East Ocean Avenue for a purchase price less than fair market value.

Andrew Mack, Assistant City Manager, reviewed the proposed Resolution.

Mayor Penserga opened public comment.

Susan Oyer, 140 SE 27th Way, said that there has been no information shared at the City Commission meeting about this item.

Sandra Watson, 348 Boynton Bay, asked what value they are selling it for and encouraged it to be made public.

Cindy Falco De Corrado said that she would like to see the plans and provide input.

Anthony Barber, 1920 S. Federal Highway, is the owner of Troy's BBQ in West Palm Beach. He said that the project is special and he wants to develop the land with a restaurant named after his grandmother. He confirmed that they will be shipping containers but with appropriate amenities. He spoke on job creation.

Assistant City Mack clarified that the City Commission is not approving a site plan. He stated that there will be a site plan approval process and will include public input.

Mayor Penserga closed public comment.

Motion:

Vice Mayor Cruz moved to approve Resolution No. R22-087. Commissioner Hay seconded the motion. The motion passed unanimously.

9. City Manager's Report

None.

10. Unfinished Business

A. As requested by the City Commission, staff will be presenting additional information regarding the City's park level of service standard.

Casey Young, Recreational Parks Director, presented the City's park level of service standard. He reviewed the Parks Master Plan Process including public meetings, steering committee meetings, and focus group meetings. He provided an overview of the planning process which includes the following five (5) steps:

- Context analysis
- Needs and priorities assessment
- Long rang vision
- Implementation strategy
- Final plan and adoption

Amanda Radigan, Planning and Zoning Director, summarized the Parks Level of Service (LOS). She reviewed the Park LOS comparison between Boynton Beach and and other municipalities, including Boca Raton and Delray Beach.

Commissioner Turkin noted that the data would change significantly if they didn't include the golf course.

Mayor Penserga stated that he received notice from counsel that there were virtual speakers for Item 8A that were missed.

Mayor Penserga opened public comment on this item.

Susan Oyer, 140 SE 27th Way, said that they are the third biggest City in the County and 2.5 is embarrassing. She stated that she wants to see data on the four largest cities.

Ernest Mignoli, 710 NE 7th Street, Unit 407, spoke on a diesel truck warehouse in District IV.

Mayor Penserga closed public comment.

Mayor Penserga reopened public comment for virtual speakers on Item 8A.

Danny Farrell joined virtually. He stated that he is disappointed in downtown dining options and development should be encouraged.

Barbara Reddy joined virtually. She expressed concerns about the draft language and the option to remove the historical designation and possible demolition. She encouraged a reverter clause in the agreement.

11. New Business

A. Agenda Publication Date

Vice Mayor Cruz noted that receiving the agenda on a Thursday is not enough time to review, for a Tuesday meeting. She asked for the agenda to be ready a week prior to the meeting.

Commissioner Hay agrees but asked about staff impact.

James Stables, Interim City Manager, said that it was possible, but it may prompt more walk-on items.

Consensus was reached to set the publication date of the agenda one week prior to the meeting.

12. Legal

A. Proposed Ordinance No. 22-014 - Second Reading - Approve the request for historic designation of 330 NW 1st Avenue, and the addition of this 1924, Mission Style, one-story single-family house to the City's Local Registry of Historic Sites. Applicant: Edward J. Bradley, property owner.

City Attorney Cirullo read the proposed ordinance by title.

Mayor Penserga opened public comment.

Ed Bradley said that the application had a misspelling of his name. It is Edwin and not Edward.

Ernest Mignoli, 710 NE 7th Street, #407, spoke on collusion and conspiracy.

Mayor Penserga issued a second warning to Mr. Mignoli to remain on topic.

Susan Oyer said that it is important to make this item happen.

Mayor Penserga closed public comment.

Motion:

Vice Mayor Cruz moved to approve Ordinance 22-014. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously (5-0).

B. Proposed Ordinance No. 22-016 - First Reading - an Ordinance of the City of Boynton Beach, Florida; amending Chapter 18, Article IV, Pensions for Firefighters; amending Section 18-180.2 of the City Code governing Firefighter Pension COLA; amending Section 18-194(b) regarding the Firefighter DROP program; providing for inclusion in the code; providing for severability; providing for a repealer; and providing for an effective date.

City Attorney Cirullo read the proposed ordinance by title.

Motion:

Vice Mayor Cruz moved to approve Ordinance 22-016. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously (5-0).

C. Request for a Shade Session to update the City Commission on Town Square Litigation

City Attorney Cirullo noted that a closed-door session has been requested to discuss the case of City of Boynton Beach Florida Municipal Corporation versus JKM BTS Capital LLC.

13. Future Agenda Items

A. Request for staff to research legal options concerning rising rent costs and protecting tenant rights.

B. Review of redlight cameras.

C. Juneteenth as a City Holiday.

D. Potential park at Leisureville to Future Agenda.

14. Adjournment

Commissioner Turkin noted that he received no donations from developers.

There being no further business to discuss, the meeting was adjourned at 7:40 P.M.

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Kelley Aimee Nicole	Boynton Beach City Commission
MAILING ADDRESS [redacted]	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
COUNTY Palm Beach	NAME OF POLITICAL SUBDIVISION: District 4
DATE ON WHICH VOTE OCCURRED June 21, 2022	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Aimee Kelley, hereby disclose that on June 21, 20 22:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

✔ inured to the special gain or loss of my relative, Michael Kelley;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Consent Agenda Item 6C. The approval of the Collective Bargaining Agreement between the Palm Beach County Police Benevolent Assocation, Police Captains and the City.

My spouse is a Police Captain with whom this contract benefits.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

June 21, 2022
Date Filed

Aimee Kelley
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for July 5, 2022 - "Request for Extensions and/or Piggybacks."

Explanation of Request:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Bill2Pay, LLC	Bill Printing, Mailing, and Electronic Bill Presentation and Payment	COBB No. 074-2821-15/KTR	August 1, 2022 - July 31, 2023	Annual Estimated Expenditure includes increase in echeck processing fees of $0.08 per item effective 8/1/2022 Not to Exceed $385,800
Line-Tec, Inc.	Furnish and Install Water Services Connections and Restoration	COBB Bid No. 021-2821-18/IT	August 7, 2022 - August 6, 2023	Annual Estimated Expenditure $250,000
Johnson-Davis, Inc.; Giannetti Contracting Corp.; Florida Design Drilling Corp; Centerline Utilities, Inc.	Pre-Qualification of Contractors for Utility Construction Services	COBB Request for Qualification (RFQ) 028-2821-19/MFD	August 7, 2022 - August 6, 2023	Annual Estimated Expenditure $1,550,000

How will this affect city programs or services? This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact:
Funds have been budgeted under line items as noted on the attached report.

Alternatives: Not approve renewals and require new solicitations to be issued.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Bid Extensions and Piggy-Backs over $100,000
🗋	Attachment	Renewal Interest Letter - Bill2Pay, LLC - 2022-2023
🗋	Attachment	NACHA Communication B2P - ACH Fees Letter
🗋	Attachment	Renewal Interest Letter - Line-Tec, Inc. - 2022-2023
🗋	Attachment	Renewal Interest Letter - Johnson-Davis, Inc. - 2022-2023
🗋	Attachment	Renewal Interest Letter - Giannetti Contracting Corp. - 2022-2023
🗋	Attachment	Renewal Interest Letter - Centerline Utilities, Inc. - 2022-2023
🗋	Attachment	Renewal Interest Letter - FL Design Drilling Corp. - 2022-2023

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000
July 5, 2022

REQUESTING DEPARTMENT: ***UTILITIES***
DEPARTMENT CONTACT: ***Erin Dunn***
TERM: ***August 1, 2022 to July 31, 2023***
SOURCE FOR PURCHASE: ***City Bid No. 074-2821-15/KTR***
ACCOUNT NUMBER: ***401-2825-536-49-17***

VENDOR(S): ***Bill2Pay***

ANNUAL ESTIMATED EXPENDITURE: ***$385,800***

DESCRIPTION:
On 4/19/2016, City Commission approved the award of the current Bill Printing, Mailing, and Electronic Bill Presentment and Payment contract to Bill2Pay. The initial contract was for three (3) years with an option to renew for five (5) one-year terms. The vendor has agreed to renew the existing agreement with the same terms and conditions. Bill2Pay, LLC has requested an increase to the ACH fees from $0.10 to $0.18 due to an increase in regulatory fees. The vendor has agreed to renew the contract with the fee increase for its fourth renewal from August 1, 2022, thru July 31, 2023. Staff recommends approval of the rate increase and contract renewal.

REQUESTING DEPARTMENT: ***UTILITIES***
DEPARTMENT CONTACT: ***Waneya Bryant***
TERM: ***August 7, 2022 to August 6, 2023***
SOURCE FOR PURCHASE: ***City Bid No. 021-2821-18/IT***
ACCOUNT NUMBER: ***401-2821-536.46-47; 401-2814-536.46-47; 403-5000-533.65-02***

VENDOR(S): ***Line-Tec. Inc.***

ANNUAL ESTIMATED EXPENDITURE: ***$250,000***

DESCRIPTION:
On 6/18/2019, City Commission approved the award of Furnish and Install Water Services Connections and Restoration Contract to Line-Tec, Inc. The initial contract was for one (1) year with an option to renew for three (3) one-year terms. The vendor has agreed to renew the existing agreement with the same terms and conditions for the 3rd renewal August 7, 2022, thru August 6, 2023.

REQUESTING DEPARTMENT: ***UTILITIES***
DEPARTMENT CONTACT: ***Tremaine Johnson***
TERM: ***August 7, 2022 to August 6, 2023***
SOURCE FOR PURCHASE: ***RFQ No. 028-2821-19/MFD***
ACCOUNT NUMBER: ***Various CIP Accounts***

VENDOR(S): ***Johnson-Davis, Inc.; Giannetti Contracting Corp.; FL Design Drilling Corp.; Centerline Utilities, Inc.***

ANNUAL ESTIMATED EXPENDITURE: ***$1,550,000***

DESCRIPTION:
On 8/6/2019, City Commission approved the award of the Pre-Qualification of Contractors for Utilities Construction Services contracts to Johnson-Davis, Inc.; Giannetti Contracting Corp.; FL Design Drilling Corp.; and Centerline Utilities, Inc. The initial contract was for one (1) year with an option to renew for four (4) one-year terms. The vendor has agreed to renew the existing agreement with the same terms and conditions for the 3rd renewal August 7, 2022, thru August 6, 2023.

The City of Boynton Beach

Finance/Procurement Services
100 E Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

May 13, 2022

RFP: BILL PRINTING, MAILING AND ELECTRONIC BILL PRESENTMENT AND PAYMENT

RFP No.: 074-2821-15/KTR

Agreement between the City of Boynton Beach and Bill2Pay, LLC.

AGREEMENT RENEWAL TERM: ***AUGUST 1, 2022 through JULY 31, 2023***

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

Bill2Pay would like to increase echeck processing fees to .18 per item to be effective 8/1/2022 due to the new NACHA regulation for validating echeck bank accounts. Bill2Pay is currently absorbing that fee from Microbilt Services.

Bill2Pay, LLC.
NAME OF COMPANY

SIGNATURE

KATHY WILSON
NAME OF REPRESENTATIVE (please print)

VP OF OPERATIONS
TITLE

6/10/2022
DATE

727-499-3950
(AREA CODE) TELEPHONE NUMBER

KATHY.WILSON@BILL2PAY.COM
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

May 13, 2022

Ms. Kathy Wilson
Bill2Pay, LLC.
P.O. Box 25477
Tampa, FL 33622

VIA EMAIL TRANSMITTAL TO: *Kathy.wilson@bill2pay.com*

RFP: BILL PRINTING, MAILING AND ELECTRONIC BILL PRESENTMENT AND PAYMENT

RFP No.: 074-2821-15/KTR

CURRENT AGREEMENT TERM: *AUGUST 1, 2021 –JULY 31, 2022*

Dear Ms. Wilson:

The current agreement term for the "BILL PRINTING, MAILING AND ELECTRONIC BILL PRESENTMENT AND PAYMENT" will expire July 31, 2022.

The agreement allows for five (5) additional one (1) year extensions. The City of Boynton Beach would like to exercise the option to renew for the 4th renewal extension for an additional one-year period with the same terms, conditions, and pricing per the Agreement.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

C: Erin Dunn, Customer Services Manager
Waneya Bryant, Utility Administration Manager

Dear Bill2Pay Client,

Effective March 19th, 2021, the new NACHA Web Debit rule officially went into effect with compliance expected no later than March 18th, 2022. The rule is intended to improve ACH transaction quality by reducing the incidence of ACH debits that are returned due to an incorrect bank account.

Bill2Pay has partnered with a vendor, Microbilt, which is one of the recommended vendors by NACHA. Microbilt maintains the database on bank account transaction return history. The data is historical with return data received from banking partners and echeck processors. The bank account must have a previous return for incorrect bank account before there is a positive hit. A positive hit will not allow the consumer to proceed with the payment which eliminates an echeck return for incorrect bank account number.

Below is the consumer experience with a sample of what the consumer will see if a failure occurs for a web payment and the verbiage played for an IVR failure.

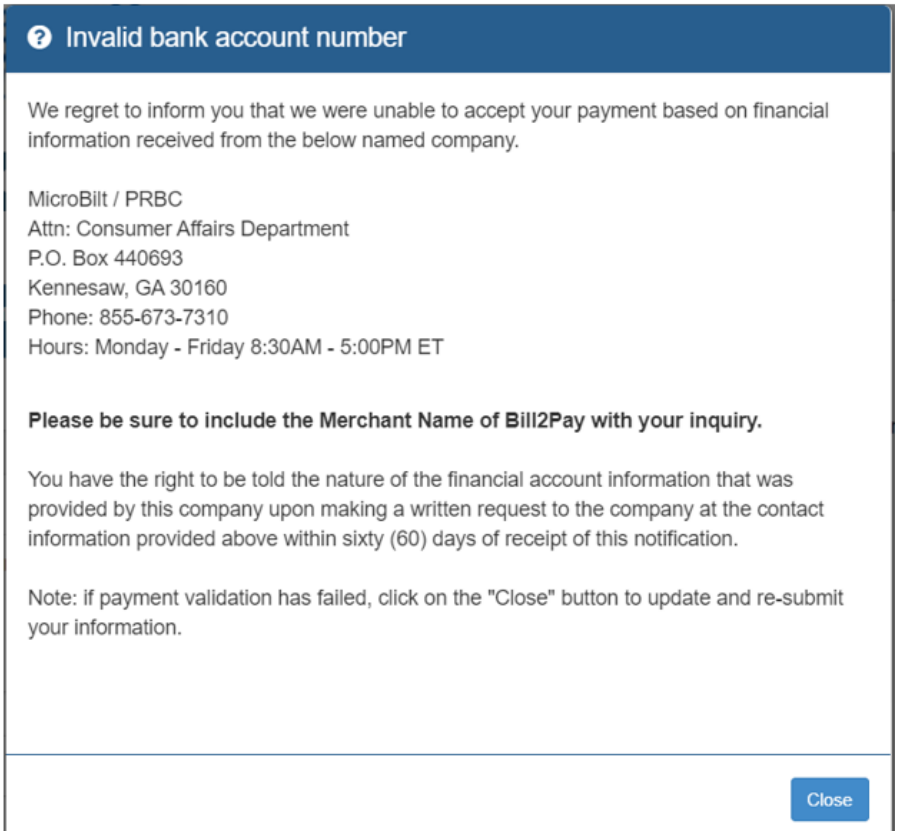
Also included is information regarding the NACHA rule as well as FAQ's.

The Consumer Experience

1. When a customer attempts to make an online payment or IVR payment using their bank account as the payment method they will enter in their bank account payment information, the information will be passed against the historical database maintained by our partner.
2. The transaction will either pass or fail based on the information provided, e.g.: extra number, missing number(s), incorrect number(s), etc.
3. If validation fails for one of the reasons mentioned above, the customer will not be able to make that payment using that account information and will see the below message.
4. The customer would then have to contact our partner, Microbilt, to have their account information verified and if necessary, unlocked.

   NOTE: Validations are based on a historical database and bank account information that is entered incorrectly may pass the validation process if Microbilt has no record of a previous return for bad account number.

ONLINE MESSAGE DISPLAY IF BANK ACCOUNT NUMBER IS INCORRECT



IVR MESSAGE IF BANK ACCOUNT NUMBER IS INCORRECT

We are unable to accept your payment based on financial account information received from Microbilt PRBC. You have a right to be told the nature of the financial account information that was provided by Microbilt PRBC. Microbilt PRBC can be contacted by calling 855-673-7310.

That's 855-673-7310

Thank you.

Nacha New WEB Debit Rule FAQs

What is Nacha?
Incorporated in 1974, the not-for-profit National Automated Clearing House Association (Nacha), manages the development, administration, and governance of the ACH Network, the electronic system that facilitates the movement of WEB debits (ACH) through the financial institutions network nationwide.

What is the Nacha New WEB Debit Rule?
Per Nacha, there is a wide range of rules and regulations that a business needs to follow to accept ACH payments. The focus is to prevent fraud for WEB ACH transactions over the internet from desktops, laptops, tablets, and smartphones. With this new rule businesses will be required to use a "commercially reasonable fraudulent transaction detection system" supplemented with "account validation" to screen WEB debits for fraud.

The effective date for the WEB Debit Account Validation Rule is **March 19, 2021**. Nacha will allow an additional period of one year from the effective date for entities that are working towards compliance but need additional time to implement solutions.

How will Bill2Pay implement the New WEB Debit Rule?
Bill2Pay has partnered with a leading Consumer Reporting Agency (CRA) as part of our validation solution for these accounts to keep our clients in compliance. Our partner will verify funds are coming from or going to a legitimate bank account. Account validation authenticates an account before any transaction will be approved for processing.

What are the benefits?
A processor compliant with industry standards means a reduction of risk and improvement of transaction quality.

- Less likely to have disruption of service
- Fewer returned checks
- Less errors in data entry
- Fraud reduction

If you have additional questions, please email us at help@bill2pay.com

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

Scott Ellsworth, President
Line-Tec, Inc.
241 NW 18 Avenue
Delray Beach, FL 33444

Scott@LineTecInc.com

VIA EMAIL TRANSMITTAL TO: scott@lineteq.com

BID: FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

BID No.: 021-2821-18/IT

CURRENT AGREEMENT TERM: ***AUGUST 7, 2021 – AUGUST 6, 2022***

Dear Mr. Ellsworth:

The current agreement term for "FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION" expires August 6, 2022.

The agreement documents allow for four (4) additional one (1) year extensions. The City of Boynton Beach have been very happy with Line-Tec, Inc. services and would like to extend the agreement for its 4th renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

BID: FURNISH AND INSTALL WATER SERVICE CONNECTIONS AND RESTORATION

BID No.: 021-2821-18/IT

CURRENT AGREEMENT TERM: *AUGUST 7, 2021 –AUGUST 6, 2022*

Agreement between the City of Boynton Beach and **Line-Tec, Inc.**

AGREEMENT RENEWAL TERM: ***AUGUST 7, 2022 – AUGUST 6, 2023***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Line-Tec, Inc.
NAME OF COMPANY

SIGNATURE

Scott Ellsworth
NAME OF REPRESENTATIVE
(please print)

President
TITLE

6/20/22
DATE

561-279-1032
(AREA CODE) TELEPHONE NUMBER

Scott@lineTecInc.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

BID: PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES

BID No.: 028-2821-19/MFD

Agreement between the City of Boynton Beach and **Johnson-Davis Inc.**

AGREEMENT RENEWAL TERM: ***AUGUST 7, 2022 – AUGUST 6, 2023***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Johnson-Davis, Inc.

NAME OF COMPANY

SIGNATURE

SCOTT J. JOHNSON

NAME OF REPRESENTATIVE
(please print)

PRESIDENT

TITLE

6/20/2022

DATE

(561) 718-4565

(AREA CODE) TELEPHONE NUMBER

sjohnson@johnsondavis.com

E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

Scott J. Johnson, President
Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462

VIA EMAIL TRANSMITTAL TO: sjohnson@johnsondavis.com

BID: PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES

BID No.: 028-2821-19/MFD

CURRENT AGREEMENT TERM: ***AUGUST 7, 2021 – AUGUST 6, 2022***

Dear Mr. Johnson:

The current agreement term for "PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES" expires August 6, 2022.

The agreement documents allow for four (4) additional one (1) year extensions. The City of Boynton Beach would like to extend the bid for its 3rd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services along with the company's update COI via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

Richard Gibbs III, President
Giannetti Contracting Corporation
1801 NW 18th St.
Pompano Beach, FL 33069

VIA EMAIL TRANSMITTAL TO: richie@giannetticorp.com

BID: PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES

BID No.: 028-2821-19/MFD

CURRENT AGREEMENT TERM: ***AUGUST 7, 2021 – AUGUST 6, 2022***

Dear Mr. Gibbs:

The current agreement term for "PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES" expires August 6, 2022.

The agreement documents allow for four (4) additional one (1) year extensions. The City of Boynton Beach would like to extend the bid for its 3rd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services along with the company's update COI via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

BID: PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES

BID No.: 028-2821-19/MFD

Agreement between the City of Boynton Beach and **Giannetti Contracting Corporation.**

AGREEMENT RENEWAL TERM: ***AUGUST 7, 2022 – AUGUST 6, 2023***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Giannetti Contracting Corporation
NAME OF COMPANY

SIGNATURE

Richard Gibbs III
NAME OF REPRESENTATIVE
(please print)

President & Treasurer
TITLE

June 17, 2022
DATE

954-972-8104
(AREA CODE) TELEPHONE NUMBER

richie@giannetticorp.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

Randy Stringer, VP
Centerline Utilities, Inc.
2180 SW Poma Dr.
Palm City, FL 34990

VIA EMAIL TRANSMITTAL TO: randy@centerlineinc.com

BID: PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES

BID No.: 028-2821-19/MFD

CURRENT AGREEMENT TERM: ***AUGUST 7, 2021 – AUGUST 6, 2022***

Dear Mr. Stringer:

The current agreement term for "PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES" expires August 6, 2022.

The agreement documents allow for four (4) additional one (1) year extensions. The City of Boynton Beach would like to extend the bid for its 3rd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services along with the company's update COI via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

BID: PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES

BID No.: 028-2821-19/MFD

Agreement between the City of Boynton Beach and **Centerline Utilities, Inc.**

AGREEMENT RENEWAL TERM: ***AUGUST 7, 2022 – AUGUST 6, 2023***

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Centerline Utilities, Inc.
NAME OF COMPANY

SIGNATURE

RANDY STRINGER
NAME OF REPRESENTATIVE
(please print)

VICE PRESIDENT
TITLE

6/17/22
DATE

561-689-3917
(AREA CODE) TELEPHONE NUMBER

randy@centerlineinc.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 17, 2022

BID: PRE-QUALIFICATION OF CONTRACTORS FOR UTILITY CONSTRUCTION SERVICES

BID No.: 028-2821-19/MFD

Agreement between the City of Boynton Beach and **Florida Design Drilling Corporation.**

AGREEMENT RENEWAL TERM: ***AUGUST 7, 2022 – AUGUST 6, 2023***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Florida Design Drilling Corporation
NAME OF COMPANY

SIGNATURE

Nicholas Martin
NAME OF REPRESENTATIVE (please print)

Vice President
TITLE

06/21/2022
DATE

561-222-6823
(AREA CODE) TELEPHONE NUMBER

nick@fldrilling.com
E-MAIL

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Proposed Resolution No. R22-094 - Approve the ranking as recommended by the Evaluation Committee and authorize the Interim City Manager to sign a Professional Services Agreement with Origami Risk LLC, of Chicago, IL as result of RFP No. RM22-007 in the amount of $195,495.00 for the first two (2) years of the Risk Management Information System (RMIS).

Explanation of Request:
On February 11, 2022, the RFP for Risk Management Information System (RMIS) was advertised to invite Proposers to provide pricing for risk management software system to manage the City's insurance claims that meet the requirements of the City. The Proposer would provide software and all services necessary to implement and maintain an RMIS for the City.

On March 14, 2022 - Procurement Services received and opened four (4) proposals to the RFP, they were reviewed by Purchasing Services to ensure the proposals met the RFP requirements. Purchasing Services deemed ClearRisk, US Corp., as non-responsive, as they are not qualified legally to contract within the State of Florida, and provided no references.

May 16, 2022, in a publicly noticed evaluation meeting, the selection committee, comprised of City staff, discussed and reviewed their ranking of the three (3) proposals.

	Scores
Rank 1: Origami Risk LLC	89.17
Rank 2: Ventiv Technology, Inc.	73.50
Rank 3: AssetWorks Risk Management Inc	54.17

The Committee's unanimous recommendation is to award the Agreement to Origami Risk LLC, as the highest ranked qualified firm.

How will this affect city programs or services?
The RMIS software will provide an overall solution for managing incidents and insurance claims, specifically property and casualty claims, cost of risk exposure analysis, as well as ongoing maintenance and technical support. The goal of the City is to maintain all of its claims and associated data on the same system.

Fiscal Impact:
Budgeted: 522-1710-519-46.91
Year 1 - $115,725
Year 2 - $ 79,770

Alternatives:
Not accept the Committee's rankings and reissue a Request for Proposal.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Contracts

Vendor Name: Origami Risk LLC

Start Date: 6/8/2022

End Date: 6/7/2024

Contract Value: $195,495.00

Minority Owned Contractor?:

Extension Available?: Yes

Extension Explanation:

Three (3) additional one-year renewals

Attachments:

Type	Description
Resolution	Resolution approving ranking and Professional Services Agreement with Origami Risk LLC
Agreement	Origami Risk Agreement
Tab Sheets	RM22-007 - Evaluation Summary
Addendum	Origami Risk LLC - Proposal
Bid	RFP No. RM22-007
Addendum	RFP No. RM 22-007 - Addendum 1

RESOLUTION NO. R22-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RANKING AS RECOMMENDED BY THE EVALUATION COMMITTEE AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ORIGAMI RISK LLC, OF CHICAGO, IL AS RESULT OF RFP NO. RM22-007 IN THE AMOUNT OF $195,495.00 FOR THE FIRST TWO (2) YEARS OF THE RISK MANAGEMENT INFORMATION SYSTEM (RMIS); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 11, 2022, the RFP for Risk Management Information System (RMIS) was advertised to invite Proposers to provide pricing for risk management software system to manage the City's insurance claims that meet the requirements of the City; and

WHEREAS, on March 14, 2022 - Procurement Services received and opened four (4) proposals to the RFP, they were reviewed by Purchasing Services to ensure the proposals met the RFP requirements; and

WHEREAS, the Committee's unanimous recommendation is to award the Agreement to Origami Risk LLC, as the highest ranked qualified firm; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to approve the ranking as recommended by the Evaluation Committee and authorize the Interim City Manager to sign a Professional Services Agreement with Origami Risk LLC, of Chicago, IL as result of RFP No. RM22-007 in the amount of $195,495.00 for the first two (2) years of the Risk Management Information System (RMIS).

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves Approve the ranking as recommended by the Evaluation Committee and authorize the Interim City Manager to sign a Professional Services Agreement with Origami Risk LLC, of

Chicago, IL as result of RFP No. RM22-007 in the amount of $195,495.00 for the first two (2) years of the Risk Management Information System (RMIS), a copy of the Professional Services Agreement is attached hereto and incorporated herein as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this ____ day of July, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

(Corporate Seal)

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ORIGAMI RISK LLC

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and Origami Risk LLC a Foreign Limited Liability Company authorized to do business in the State of Florida, with a business address of 222 North LaSalle Street, Suite 2100, Chicago IL 60601, hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the City to provide labor, parts, and materials related to the Risk Management Information System (RMIS) project.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the Risk Management Information System (RMIS) project as more fully set forth in the Software Subscription Agreement (the "Software Subscription Agreement") attached hereto as Attachment A and its related exhibits.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed which will be deemed given upon execution of this Agreement or purchase order which shall not be unreasonably withheld, conditioned, or delayed. VENDOR shall perform all services and provide all work product required pursuant to this Agreement and all attachments hereto.

4. **TERM**. The initial Agreement period shall be for an initial term of two (2) years, commencing on July 6, 2022 and shall remain in effect through July 5, 2024. The CITY reserves the right to renew the agreement for three (3) one-year renewals subject to vendor acceptance and determination by the CITY that renewal will be in the best interest of the CITY.

5. **PAYMENT**. The VENDOR shall be paid by the CITY as follows:

   A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the CITY Manager or designee. Invoices will be submitted to the CITY as set forth in the applicable Statement of Work.

   B. The VENDOR's financials records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

   C. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

   D. Payments not made in accordance with the Local Government Prompt Payment Act, Section 218. 70, et.seq, Florida Statutes shall bear interest as provided therein. Except as provided in Sections 7(b) and 9(a) of the Software Subscription Agreement, all fees paid hereunder are non-refundable. Without limiting VENDOR's other rights and remedies, if CITY does not pay a correct overdue

invoice within 15 days after receiving notice from VENDOR of nonpayment unless CITY has notified VENDOR of a good faith dispute prior to such time, then VENDOR may suspend CITY's access to the Service and the Professional Services until VENDOR receives such payment, and Fees shall continue to accrue during any such period; provided that this shall not be deemed to limit CITY's right to the return of its Client Data pursuant to Section 3(b) of the Software Subscription Agreement.

6. **[RESERVED]**

7. **COMPLIANCE WITH LAWS**. VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida and CITY of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. **INDEMNIFICATION**.

   A. [Reserved]

   B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

   C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**

   A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies. All polices shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below:

      i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance.

      ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured.

      iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the use of maintenance of non-owned automobile and rented automobiles, whether such

operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00. Coverage must be follow form of the General Liability. This coverage shall be maintained for a period of no less than the later of one (1) year after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement and upon CITY's request no more than once in any twelve-month period. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured on the commercial general liability policy. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement. VENDOR agrees to provide the CITY within 30 days in the event that insurance coverages as required under this Agreement would be suspended, voided, cancelled, or reduced in coverage, in each case such that VENDOR would be in breach of the requirements of this section

10. **INDEPENDENT CONTRACTOR**. The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The VENDOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. **[RESERVED]**

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **[RESERVED]**

16. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **NOTICES**. Notices to the CITY shall be sent to the following address:

James Stables, Interim City Manager
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

Notices to VENDOR shall be sent to the following address:

Origami Risk LLC
Attn: Legal Department
222 North LaSalle Street
Suite 2100
Chicago, IL 60601
legal@origamirisk.com

18. **INTEGRATED AGREEMENT**. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the CITY and the VENDOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both CITY and VENDOR.

19. **PUBLIC RECORDS**. Sealed documents received by the CITY in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the CITY announces intent to award sooner, in accordance with Florida Statutes 119.07. The CITY is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    A. Definitions for this Section:

        i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

        ii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

        iii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

    B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

        i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

        ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year written below.

DATED this _____ day of _____, 2022.

CITY OF BOYNTON BEACH

_____
James Stables, Interim City Manager

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
Michael D. Cirullo, Jr., City Attorney

ORIGAMI RISK LLC

_____
(Signature), Authorized Official

_____
Printed Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
Witness

Attachment A

SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this "**Agreement**") is entered into as of _____, 2022 (the "**Effective Date**") by and between ORIGAMI RISK LLC, a Delaware limited liability company ("**Origami**"), and City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida ("**Client**"). Origami and Client hereby agree as follows:

DEFINITIONS.

"**Affiliate**" means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by, or under common control with, such party.

"**Client Data**" means the data provided or inputted by or on behalf of Client or any User or Affiliate of Client for use with the Service.

"**Client Party**" means Client and each of its Affiliates and Users.

"**Confidential Information**" means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.

"**Customizations**" means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

"**Documentation**" means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

"**Fees**" means the fees payable pursuant to this Agreement as set forth in any Statement of Work.

"**Intellectual Property Rights**" means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

"**Professional Services**" means professional services provided by Origami to Client as set forth in any Statement of Work.

"**Service**" means Origami's software-as-a-service identified in the Statement of Work and accessible by Client via https://live.OrigamiRisk.com or another designated web site or IP address or mobile application, rendered to Client by Origami.

"**Statement of Work**" means any statement of work entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time. The initial Statement of Work is attached hereto as Exhibit A, and the pricing detail with respect to such Statement of Work is attached hereto as Exhibit B.

"**User**" means any employee, contractor, agent, customer, investor, consultant or service provider of Client or any of Client's Affiliates who uses or accesses the Service or any other person or entity that is provided user credentials to the Service by or on behalf of Client or any of Client's Affiliates.

"**Work Product**" means Customizations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Customizations, and all Intellectual Property Rights subsumed therein.

SERVICE.

Service. Subject to the terms and conditions of this Agreement, during the term of this Agreement, Origami hereby grants Client a non-exclusive right to permit its Users to access the Service via the Internet. Client, its Affiliates and Users may use the Service solely for internal business of Client, its Affiliates and Users. Users shall use the Service in accordance with this Agreement and the applicable Statement of Work and Documentation.

Storage. Client may store Client Data through the Service up to the amount set forth in the applicable Statement of Work. If the amount of storage used exceeds this limit, Client will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work.

Service Level Agreement. Origami's Service Level Agreement with respect to the Service is set forth as Exhibit C (the "**Service Level Agreement**"). Any Excluded Event (as defined in such Service Level Agreement) and any unavailability of the Service that does not constitute a failure of the Availability Requirement set forth in such Service Level Agreement shall not constitute a breach of this Agreement.

Restrictions. Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that would reasonably be expected to damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server (and if any access or use of the Service does damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server, then Client shall promptly discontinue such access or use upon written notice of such by Origami); (vi) take any action that would reasonably be expected to interfere with any third party's use and enjoyment of the Service (and if any Client action does interfere with any third party's use and enjoyment of the Service, then Client shall promptly discontinue such action upon written notice of such by Origami); (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Origami server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; (x) perform any vulnerability scanning or penetration testing on the Service or Origami's systems or networks without Origami's explicit prior written consent for each such scan or test; or (xi) access the Service in order to (A) build a competitive product or service, or (B) build a product using similar unique and confidential ideas, features, functions or graphics of the Service.

Users. Client may permit the number of authorized Users as set forth in the Statement of Work to use the Service. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Statement of Work and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Statement of Work or Documentation. The Service allows Client to grant different levels of access to Client Data, to different Users, as described in more detail in the Statement of Work. It is Client's responsibility to designate the applicable access to be granted to each User. Client shall cause all Users to comply with all obligations of Client hereunder, to the extent applicable to Users. Except for Client's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User. Client's failure to cause a User to comply with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by Client.

Third Party Access. Client shall also have the right for Client and its Affiliates to permit third party Users to access or use the Service in accordance with the terms and conditions of this Agreement and the applicable Statement of Work, provided that each such third party User has agreed in writing to Origami's Third Party User Agreement ("**Third Party Terms**") prior to or upon such User's initial login to the Service. Such Third Party Terms are available from Origami upon request. Client may meet this requirement with respect to any third party User by requiring such third party User to accept the Third Party Terms as part of a click-through that can be enabled to appear upon such third party User's initial login to the Service. Any rights granted hereunder or under the Third Party Terms with respect to the Service to third party Users shall expire or terminate immediately upon the termination of this Agreement in accordance with its terms. Client shall be fully responsible for (i) ensuring the compliance of each Client Party with the terms and conditions of this Agreement, the applicable Statement of Work and Documentation, and the applicable Third Party User Agreement, and (ii) all violations of the terms or conditions of this Agreement, the applicable Statement of Work and Documentation, and the applicable Third Party Terms by each Client Party.

Professional Services. During the term of this Agreement, Origami will make available to Client certain Professional Services to the extent set forth in the Statement of Work. Client may also contract for expanded services for additional days and hours in accordance with the rates set forth in the Statement of Work, or if no such rates are specified, Origami's then-current policies and prices. Notwithstanding the foregoing, Origami will not be obligated to provide any support required as a result of, or with respect to, (i) Client's operating systems, networks, hardware, or other related equipment of Client, or (ii) Client's or any of its Users' use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Agreement.

Client Obligations. Client shall: (i) provide Origami with reasonable access to Client's premises to the extent necessary to enable Origami to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service;

(iv) assign personnel with relevant training and experience to work in consultation with Origami; (v) meet the requirements to use the Service as set forth at http://www.origamirisk.com/product-requirements; (vi) safeguard the usernames, passwords and other security data, methods and devices furnished to Client in connection with the Service and prevent unauthorized access to or use of the Service and promptly notify Origami if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) be responsible for Client networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format as set forth in the Service Level Agreement or as otherwise mutually agreed by the parties; (x) obtain all consents and authorizations from any third parties that Client requires in order for Origami to provide the Service and perform the Professional Services (and Origami shall not be required to enter into agreements with any such third parties), and (xi) take such other actions as are required of Client pursuant to this Agreement, including any Statement of Work.

Client Warranty. The parties acknowledge and agree that during the term of this Agreement a Client Party or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Origami for the benefit of a Client Party. With respect to any Client Data so disclosed by, or on behalf of, a Client Party to Origami, Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties operating on Client's behalf are authorized to collect, use and disclose the Client Data to Origami for use and storage pursuant to this Agreement; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Origami to use, store, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

Non-Origami Events. Client acknowledges and agrees that Origami shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including any Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in this Agreement or any Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3) Force Majeure Event.

Mobile Service. The Service may include certain services that are available via an application downloaded and installed on a mobile device. To the extent Client chooses to use such application, Client acknowledges and agrees that Client Data may be stored locally on a mobile device as part of such service and that the physical security of any mobile device used to access such services is Client's responsibility. If Client or any User elects to store data on a mobile device, Origami shall not be responsible for any loss of Client Data or any other data on such device.

INTELLECTUAL PROPERTY RIGHTS.

Origami Intellectual Property Rights. As between Origami and Client, Origami owns all right, title and interest, including all related Intellectual Property Rights in and to, or related to the Service and Work Product, including all software programs contained therein. To the extent that any such Intellectual Property Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Intellectual Property Rights to Origami or its licensors, and to do all other acts reasonably necessary to perfect Origami's or its licensors' ownership thereof, without additional consideration of any kind. The Origami name, the Origami logos, and the product names associated with the Service are trademarks of Origami or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Service and Work Product are reserved by Origami, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Service or Work Product upon Client, by implication, estoppel or otherwise. In addition, Client agrees and acknowledges that Origami shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Client expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Origami shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to Client as part of the Service to the extent set forth in the Statement of Work,

and Client shall have no other right to use any Work Product.

Client Data. Client Data shall be Confidential Information of Client under this Agreement. As between Origami and Client, Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be the Service or Work Product, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Origami shall not review, monitor or check the Client Data except as necessary to provide the Service to Client. Origami shall not be responsible or liable for the deletion, destruction, damage or loss of any Client Data through no fault of Origami or its providers without limiting Origami's liability to maintain backup data as set forth in the Service Level Agreement. Upon Client's written request within 30 days following the termination of this Agreement, Origami will at its expense provide electronic files to Client in delimited text format containing Client's Client Data. Subject to Origami's confidentiality obligations set forth in this Agreement, Client agrees that Origami shall have the right to collect and use data or information resulting from a Client Party's use of the Service so long as such data and information is de-identified and aggregated so that it cannot identify, be traced back to or otherwise be associated in any manner with Client or any particular individual.

Notices of Infringement. In the event Client discovers or is notified of an actual or suspected infringement of the rights of Origami or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "**Infringement**"), Client shall promptly notify Origami of such known or suspected Infringement and terminate such Infringement to the extent within Client's control. Client agrees to reasonably cooperate with and assist Origami (at Origami's sole expense) in protecting, enforcing and defending Origami's rights in and to the Service.

FINANCIAL TERMS.

Fees. Client shall pay to Origami the Fees set forth in any Statement of Work or as otherwise agreed in writing by the parties.

Expenses. Client shall reimburse Origami for all pre-authorized in writing, reasonable, documented out of pocket travel, lodging, meal and other expenses reasonably incurred by Origami in the course of performing the Service.

Taxes. For so long as Client is tax exempt, Client shall not be responsible for any taxes under this or resulting from this Agreement. As at the execution of this Agreement, Client is tax exempt.

RESERVED.

CONFIDENTIALITY.

Confidential Information. Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "**Receiving Party**"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "**Disclosing Party**") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as required by law or as necessary to fulfill its obligations under this Agreement, including any Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that the Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, subcontractors, agents, Affiliates or other representatives (collectively, the "**Representatives**") who have a need to know and who are bound by confidentiality obligations with respect to such Confidential Information that are substantially similar to those set forth in this Section and as required by law. The Receiving Party shall be responsible and liable for any breach of this Section by any of its Representatives. This Agreement (including all Statements of Work and pricing thereunder) and all Intellectual Property Rights with respect to the Service and Work Product shall be deemed to be Confidential Information of Origami under this Agreement.

Exclusions. The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its Representatives prior to such disclosure or is independently developed by the Receiving Party or its Representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its Representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, Receiving Party shall give prior timely notice

of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

Return of Confidential Information. Upon termination or expiration of this Agreement, the Receiving Party will promptly return or destroy any Confidential Information in the possession or control of the Receiving Party. Origami's obligation to return and destroy Client Data is set forth in Section 3(b).

DATA SECURITY.

Audit Report. Upon Client's written request to Origami during the term of this Agreement (no more than once in any 12-month period), Origami shall provide a copy of its Service Organization Control (SOC) 2 audit report (or an equivalent audit report or pursuant to a successor standard) ("**SOC 2 Report**") to Client, and such report shall contain an unqualified opinion. Such audit report shall be deemed Confidential Information under the terms of this Agreement.

Safeguards. Origami shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect the security and privacy of Client Data. Such safeguards are described in Origami's most recently completed SOC 2 Report. In no event during the term of this Agreement will Origami materially diminish the protections provided by the controls set forth in such SOC 2 Report. Such safeguards shall comply with data privacy laws that are applicable to Origami in its performance of this Agreement, including, without limitation, any applicable data privacy laws addressing personally identifiable information that may be contained in the Client Data. Origami shall also maintain an internal information security management program that addresses data security and the security controls employed by Origami in compliance with this Agreement. Origami shall encrypt Client Data as set forth in the Service Level Agreement.

Notification. Origami shall inform Client promptly and without undue delay in the event that it learns of any breach of Origami's systems resulting in unauthorized disclosure of, or access to, any Client Data. Any such notice will provide a description about the Client Data that was accessed to the extent available at the time of the notice. Origami will provide regular updates to Client as additional details about the nature of the affected Client Data become available. Origami agrees to mitigate, to the extent practicable, any harmful effects from such breach that are or become known to Origami.

TERM AND TERMINATION.

Term. This Agreement shall commence on the Effective Date and remain in effect for two years with three, one year optional renewal periods, unless terminated sooner in accordance with this Section.

Termination for Breach. This Agreement may be terminated by either party upon written notice to the other party if the other party breaches any material term and fails to cure such breach within 30 days after receipt of written notice of such breach. If Client terminates the Agreement for Origami's breach in accordance with this paragraph, Origami shall refund to Client, within 45 days of the effective date of such termination, any prepaid but unearned Fees paid to Origami in advance by Client. If Origami terminates the Agreement for Client's breach in accordance with this paragraph, all remaining unpaid Fees shall become due and payable.

Termination for Insolvency. Either party may terminate this Agreement immediately upon notice to the other party if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due, (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing, (iii) is dissolved or liquidated or takes any company action for such purpose or ceases to exist as a going concern, (iv) makes a general assignment for the benefit of creditors, or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell all or substantially all of its property or business.

Events Upon Termination. Upon the termination of this Agreement: (i) Origami shall cease providing the Service to Client, and Client and its Users shall cease use of the Service; and (ii) Origami shall invoice Client for all accrued Fees and all reimbursable expenses. Client shall pay the invoiced amounts, including from previously issued invoices, within 30 days of the date of such invoice.

Survival. Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 2(i), 2(j), 3, 5, 7(d), 7(e), 8(c), and 9 through 13, as well as all payment obligations, shall survive.

Termination Assistance Services. Upon written request by Client at least 30 days prior to the termination of this Agreement (for any reason other than by Origami pursuant to Section 7(b)), and provided that no amounts invoiced to Client are past due, the designated representatives of each party will meet to begin to design

such transition services plan as soon as reasonably practicable following the date of the Notice of Termination and in any event at least 30 days prior to the effective date of the termination of this Agreement. The purpose of the transition service plan will be to enable Client to transition, before or after the effective date of termination, the Services to other third party providers or resources. Origami and Client further agree that any such transition services plan shall, at a minimum, provide terms to facilitate Origami's performance of its obligations in the provision of services under this Agreement. In furtherance of such transition services plan, Origami shall cooperate with Client in transitioning performance of the services to Client or to any third party service provider designated by Client; provided, however, that Client shall pay Origami a reasonable agreed upon amount for any work Origami needs to perform to segregate data, delete it and/or integrate such data with Client and/or its third party vendor, in conjunction with such transition upon the written request of Client. The term of this Agreement shall not be deemed to have expired or terminated until the termination assistance services are completed. The fees for any termination assistance services shall be at Origami's rates as set forth in the applicable Statement of Work or, if not set forth in the applicable Statement of Work, at Origami's then-prevailing rates. Origami shall not retain any copies of Client data, materials or information except as required by law. Client shall return all copies of all Origami data, materials, and information in the possession or control of Client to Origami in such form or format as reasonably requested by Origami. Client shall not retain any copies of such Origami data, materials, or information except as required by law. Origami shall provide such termination assistance services to Client for a period which shall not exceed six (6) months in total. This provision shall survive termination of this Agreement.

LIMITED WARRANTY.

Service Warranty. Origami warrants that the Service will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Origami from time to time. Client's sole remedy for any breach by Origami of the warranty provided in this Section shall be replacement of the nonconforming Service, at Origami's sole expense, as described herein. Origami shall deliver to Client replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Origami notice of an apparent nonconformity that Origami reasonably determines is not due to any fault or failure of the Service to conform to the warranty provided herein, all time spent by Origami resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client's client service hours, or, if client service hours have been exhausted, charged to Client at Origami's then current hourly rate for such services.

Professional Services Warranty. Origami represents and warrants that the Professional Services shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by Origami in performing similar services for other clients. Client's sole remedy for breach of this warranty shall be re-performance of the nonconforming Professional Services, provided that Origami must have received written notice of the nonconformity from Client no later than 30 days after the original performance of the applicable Professional Services by Origami.

Disclaimers.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ORIGAMI MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, WORK PRODUCT, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY CLIENT AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ORIGAMI HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ORIGAMI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY CLIENT IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORIGAMI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO ORIGAMI AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

Origami shall not be responsible for: (A) any non-conformities of the Service with Documentation,

omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Origami receives from a Client Party or third party sources and including the data's accuracy or completeness, or Client's claim handling or other decisions. Origami disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Origami shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any Client Party to the extent such access or use is not authorized by this Agreement.

INDEMNIFICATION BY ORIGAMI.

Indemnification. Origami agrees to indemnify, defend, settle, or pay any third party claim or action against a Client Party for (i) any claims arising from Origami's gross negligence or willful misconduct or (ii) infringement of any U.S. patent or copyright arising from Client's use of the Service in accordance with this Agreement. If the Service or any part of the Service is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Origami shall, at its own expense and as Client's sole remedy therefor (other than the indemnification obligation set forth above), either: (i) procure for Client the right to continue to use the Service; or (ii) modify the Service to make it non-infringing, provided that such modification does not materially adversely affect Client's authorized use of the Service; or (iii) replace the Service with a functionally equivalent non-infringing program at no additional charge to Client; or (iv) if none of the foregoing alternatives is reasonably available to Origami, terminate this Agreement and refund to Client any prepaid but unearned Fees paid to Origami in advance by Client prior to the effective date of the termination.

Exclusions. Origami's indemnification obligations under Section 9(a) shall not apply to the extent the claim is based on: (i) modifications to the Service or any component thereof made by anyone other than Origami or on behalf of Origami; (ii) use of any Service in combination with a product not supplied by Origami; or (iii) use of any Service other than in accordance with this Agreement and the Documentation.

Conduct. Origami shall have the sole right to conduct the defense of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. Client agrees to cooperate and ensure that each Client Party cooperates with Origami in doing so. Client agrees to give Origami prompt written notice, in no case longer than within seven days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents each Client Party may receive relating thereto.

INDEMNIFICATION BY CLIENT. Client agrees to indemnify, defend and hold harmless Origami, its Affiliates, and all their officers, directors, members, managers, shareholders, employees and other agents for and against any damage, cost, liability, expense, claim, suit, action or other proceeding, to the extent based on or arising in connection with: (a) any breach of this Agreement by a Client Party in connection with Client Data; (b) a Client Party's violation of any Federal, state or local law, rule or regulation relating to such Client Party's collection and use of any Client Data; (c) a claim, which, if true, would constitute a breach of Client's representations and warranties under this Agreement.

LIMITATION OF LIABILITY.

Disclaimer of Damages. WITH THE SPECIFIC EXCEPTION OF ITS INDEMNITY OBLIGATIONS CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Liability. WITH THE SPECIFIC EXCEPTION OF ITS INDEMNITY OBLIGATIONS CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.

EXPORT CONTROL.

Export. Client shall not export the Service or any Work Product in violation of applicable United States laws and regulations. Client also agrees that it will not knowingly export, directly or indirectly, the Service or any Work Product (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List or any person or entity on the Department of Commerce Denied Persons List, each currently available at http://www.bis.doc.gov; or (iii) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control or to any person or entity on the lists of prohibited entities and persons maintained by such office, currently available at http://www.ustreas.gov/ofac.

Disclaimer. Origami makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America, Canada, the United Kingdom and/or the European Union, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to applicable law is prohibited.

GENERAL.

[Reserved].

Assignment. Neither party shall have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of the other party; provided, however, that no written consent shall be required to assign or transfer this Agreement to any parent or wholly owned subsidiary of a party, and further provided that Origami may assign or transfer this Agreement without Client's prior written consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

Publicity. Without prior written approval of the other party or as otherwise set forth in a SOW, neither party shall, directly or indirectly, make any public announcement related to this Agreement or the Service. Notwithstanding the foregoing, Origami may disclose the fact that Client has procured a license for the Service; provided that Origami will not state or imply that Client endorses or recommends the Service without the written permission of Client.

Entire Agreement; Amendments. This Agreement (including all exhibits, appendices, schedules and attachments hereto) constitutes the final agreement between the parties. All prior and contemporaneous oral and written communications, negotiations and agreements between the parties on the matters contained in this Agreement, including, without limitation, any nondisclosure or confidentiality agreements entered into between the parties prior to the date of this Agreement, are expressly merged into and superseded by this Agreement. No terms or conditions contained in any purchase order shall amend this Agreement or shall otherwise constitute an agreement between the parties. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

Waivers. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

[Reserved]

[Reserved]

[Reserved]

Force Majeure. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement (except for payment) because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on servers, or any inability to transmit or receive information over the Internet (each, a "**Force Majeure Event**"), nor shall any such failure or delay give any party the right to terminate this Agreement.

Certain Remedies. Each party acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Origami's breach of Section 3(b) or 5 of this Agreement or Client's breach of Section 2, 3 or 5 of this Agreement; and (ii) breach of any such provision of this Agreement would result in ongoing damages to the non-breaching party that could not be adequately compensated by monetary damages. Accordingly, each party agrees that in the event of any actual or threatened breach of any such provision of this Agreement, the non-breaching party shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to seek injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against the other party to prevent any actual or threatened breach of any such provision and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

Counterparts. This Agreement and each Statement of Work may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Statement of Work by PDF or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement or such Statement of Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ORIGAMI RISK LLC

By: _____

Name: _____
(Print Name)

Title: _____

Address: 222 N. LaSalle St.
Suite 2100
Chicago, IL 60601

Email: legal@origamirisk.com

CITY OF BOYNTON BEACH

By: _____

Name: _____
(Print Name)

Title: _____

Address: _____

_____

Email: _____

EXHIBIT A
STATEMENT OF WORK

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for City of Boynton Beach, FL ("Client"). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami, into which it will now be integrated as Exhibit A.

PROJECT SCOPE

Provide and implement Origami's Risk Management Information System (RMIS) (the "Service") to help ensure accurate and consistent tracking and reporting of Client's claims, incidents, policies, locations and exposures.

Client utilizes the services of TriStar for Third Party-Administrator (TPA) services for all Workers' Compensation claims. Commercial Risk Management handles TPA services for Liability and Property claims. There will be an import from TriStar of Claim Only feed type on a daily basis and a Claim Only feed type from Commercial Risk Management on a weekly import basis to keep data refreshed in the Origami system.

Property/Liability claims not involving bodily injury and that can be settled (typically under $5,000) may be handled internally by the City's risk management staff. Additionally, damage to/loss of City property that is not otherwise covered under the City's insurance plan would be entered into the system for internal tracking purposes. For each of these above two scenarios, Client will not be using Origami's full claims administration functionality but will be using the standard aspects of Claim notes, tasks/diaries, file attachments, emails and standard claim tracking fields. There is no check generation or interface to support in-house claims management/administration.

This SOW does not include Enterprise Risk Management (ERM) and Client does not have an active ERM program, although Client has identified a desire and future exploration of possibly electing the ERM license in the future.

CLIENT ROLES AND RESPONSIBILITIES

Client will identify a System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and to provide ongoing production support to Client's Users. The Client SA and, from time to time, other Client employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The Client SA will also be responsible for setting up, assigning security rights, and maintaining user IDs for all Users.

Client will have final responsibility for decisions regarding the configurations or customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created by or for Client or Client's users in the Service. For all such configurations and customizations, Client shall be responsible for quality assurance to ensure that such configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.

LICENSES

Base Functionality		
Functionality	**Selected**	**Description**
RMIS	**Yes**	Includes functionality related to risk management, including incidents, claims, insurance policy management, locations, certificates of insurance, safety, and risk management portal.
Enterprise Risk Management (ERM)	**No**	Includes ERM functionality.
Governance, Risk & Compliance (GRC)	**No**	Includes GRC functionality.
* Origami offers other base functionality (e.g., Claims Adjudication and Policy Underwriting and Issuance) not included under this SOW.		

User Licenses		
License	**Quantity**	**Description**
Full User	**2**	These licenses have access to all the capabilities and features of the Service under the base functionality selected above, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.
Light User	**0**	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service under the selected base functionality. Light Users do not have access to Administration features or Extended Functionality features.
Claims Adjusting User	**0**	These licenses have access to all the features and capabilities of the Service under the base functionality selected above, including those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.
IT System Admin User	**2**	These licenses are for usage by Client's Information Technology (IT) department only to support the system from a System Administrator standpoint

Non-Named-User Access Licenses			
License	**Selected**	**Quantity**	**Description**
Enterprise Wide Record Entry	Yes	Up to **1,000 records** added per year	These licenses are not named licenses and have access only to enter records either by (1) an anonymous collection portal, by clicking an anonymous collection link generated via Origami's administration features ("Portal Data Entry") or (2) granting access to a URL sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record ("Grant Access").
Enterprise Values Collection	No	**0 Users**	These licenses allow representatives in the field to enter data through the Service's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data.

Extended Functionality Licenses			
License	**Selected**	**Quantity**	**Description**
API Access	No	**N/A**	This license provides access to Origami's web service REST APIs using calls. Includes access for up to 5,000 calls per day. API calls may be made concurrently, subject to reasonable limitation when needed to preserve system performance. Requires a minimum of five (5) Full Users and/or Claims Adjusting Users.
Secure Email	No	Up to **0 Secure Emails** sent per month	This license provides secure email functionality, which provides password protected hosting for email communications from and to the Service.
OCR Scanning	Yes	**Included**	This license provides optical character recognition (OCR) functionality for mapping specified data from scanned documents to data fields within the Service.
Certificate of Insurance Tracking	Yes	**5,000 Insureds**	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors or customers.
SMS Messaging	No	**0 SMS Messages** (over initial 500)	This license provides the ability to send SMS messages as workflow actions within the Service's administration features.
Two Factor Authentication	No	**0 2FA Messages** (over initial 500)	This license provides the ability to send SMS and/or email messages to users to validate their identity before logging in from a new device and/or once every 30 days from the same device.
Mobile Forms App	No	**Not Included**	Origami's Mobile Forms App may be used by any named user for no additional license fee, but service hours are required for configuration.

Mobile Claimant App	No	**Not Included**	Origami's Mobile Claimant App may be used by any named user for no additional license fee, but service hours are required for configuration. Requires a minimum of three (3) Claims Adjusting Users.
Workers' Compensation Solutions*	No	Jurisdictions: **None**	This license includes the following Origami Compliance solutions (this functionality is only available to Claims Adjusting Users): • Automated EDI FROI/SROI State Reporting via Mitchell • Indemnity Benefits Rates • Workers' Compensation State Forms
ODG Integration User*	No	**0 Users**	This license provides integration with ODG's Return to Work guidelines. Only Claims Adjusting Users and Full Users may utilize this feature. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes.
Tableau*	No	**0 Users**	This license allows Origami users to access Tableau within the Origami environment, providing enhanced data visualization.
eSignature Integration*	No	**0 Envelopes**	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.

* By purchasing this license, Client will need to agree to certain vendor terms and conditions to be provided by Origami.

License Notes:

1. Origami adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.

2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. Client may agree to add such an Extended Functionality License in a separate Statement of Work.

HOSTING

Origami will provide data hosting for up to 10,000 claims and incidents. In addition, Origami will provide 50GB of searchable and 100GB of non-searchable file attachment hosting. Additional hosting is available at any time during the term of this SOW as set forth in the Pricing section below.

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

IMPLEMENTATION PROCESS

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, training users, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Service platform for the purposes described in the Project Scope above, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Upon Go-Live, Origami will move Client from its staging environment to its live production environment, and continued use of Origami's staging environment after Go-Live will incur additional hosting fees.

Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Origami provides implementation for a fixed price based on reasonable estimates from Client and Client's continued and uninterrupted effort toward Go-Live. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation. If necessary, Client will be allowed up to one implementation "pause" not to exceed 30 days. Any additional pauses in implementation

or failures to meet the obligations above will result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami's bundled hourly rate set forth below after crediting Client for any remaining unused portion of the fixed price. Origami may pause and reallocate its resources as reasonable in the event of significant delays.

System Configuration

Origami will:

- Develop the incident forms for Workers' Compensation, General Liability, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Employment Related Practices Liability, Public Officials Liability, Environmental Liability, Errors & Omissions, Public Arts & City Owned Property Damage/Loss
- Mirror the incident forms to claim forms for Workers' Compensation, General Liability, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Employment Related Practices Liability, Public Officials Liability, Environmental Liability, Errors & Omissions, Public Arts & City Owned Property Damage/Loss
- Provide Origami's dashboard functionality and configure 1 default dashboard using standard Origami dashboard widgets.
- Provide Origami's standard report templates and access to Origami's ad-hoc report writer. Origami to configure up to 5 reports using standard Origami RMIS templates and/or the custom template design tool.
- Configure up to 5 mail merge/forms or letters
- Deploy Origami's standard list of audits, checklists and inspections
- Perform a one-time import of Client's physical locations
- Configure up to 12 data entry events (workflow logic) with corresponding system actions
- Configure up to 5 Certificate Insured Profiles and configure the vendor screen details to collect the desired datapoints on Client's vendor contact and organization details
- Spend up to 12 hours configuring values/exposures that Client would like to track/manage in the system
- Configure up to 2 User Security Profiles
- Configure 1 Cost of Risk Allocation (see section below for further details on Allocation setup)
- Deploy Origami's RMIS standard out of the box solutions (with no client specific configuration needed) of:
    - Policy Management
    - Contact Management
    - Employee Management
    - Location Management
    - Property/Exposure & Asset Management
    - Total Cost of Risk (TCOR)
    - Basic Claims Management to include claim notes, tasks/diaries, emails, logging of payments made outside the system (no Claims Administration functionality needed)
    - Fleet/Vehicle Management
    - Weather Event Monitoring for Crisis Management

Client will:

- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

Convert Legacy System – Microsoft Excel Spreadsheets and/or Laserfiche document content

Origami will spend up to fifty (50) hours performing data work & data import related to importing Client's data from the currently utilized Microsoft Excel spreadsheets and/or document imports from Laserfiche. Client will securely provide the Excel files and desired attachments to associate to system records to Origami and provide feedback to support Origami's interpretation of the data for data improvements and import process.

Origami will:

- Provide up to 50 hours of data support, conversion and import.

- Convert the legacy data and import into the Service.
- Provide Client with a means by which to securely transfer the spreadsheets to Origami

Client will:

- Encrypt and securely provide the Excel spreadsheets to Origami
- Provide prioritization and data that Client would like to import into the system
- Provide support for any questions and data confirmations/corrections Origami may need/have related to missing or incorrect data

Loading Carrier / TPA Claims Data for Data Processing

Origami will:

- Provide Client with text for data request letters suitable for requesting necessary data from each of the sources named below.
    - TriStar (WC TPA) : Claims Only feed (no individual Financial Transactions nor Adjuster Notes) processed daily
    - Commercial Risk Management (TPA for Liability & Property Claims) : Claims Only feed (no individual Financial Transactions nor Adjuster Notes) processed weekly
- Convert and load the initial system data from the sources named above

Client will:

- Arrange for Claims Only feed (no individual Financial Transactions nor Adjuster Notes) data to be sent to Origami from TriStar
- Arrange for Claims Only feed (no individual Financial Transactions nor Adjuster Notes) data to be sent to Origami from Commercial Risk Management

Configuring Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

There are no interfaces or feeds to/from other systems nor exports to TPAs/Carriers or other vendors included in this SOW

Configuration of Incident Intake Process

Origami will:

- Configure the Enterprise Portal Data Entry Screens to accurately mirror Client's existing process (with below improvements)
- Build the workflow in the Service for proper email notification, mail merge document distribution and task creation according to Client's business rules.

Client will:

- Provide screen shots of existing intake forms currently in use.
- Work with Origami to identify opportunities to improve on current intake forms and process.
- Specify the workflows and individuals required for event triggered emails, tasks and mail merge

Configuration of Allocations

Client has no allocation program/methodology today but will be using Origami to setup a basic allocation methodology. Origami will provide up to 8 hours of work/support to produce a standard allocation for Client

Origami will:

- Configure a list of cost elements within the system utilizing standard tools and the information provided by Client below.
- Build a single allocation formula within the standard Allocation tools utilizing the information provided by Client below.

Client will:

- Provide a list of cost elements to be allocated.
- For each cost element above, provide documented explanation of the formula for allocation

Training

Origami will:

- Provide 20 hours of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Professional Service hours will be eroded for training in future years. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.
- Provide Origami's standard help functionality in the application and up to 8 hours of training plans and materials production

Client will:

- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.

PROJECT MANAGEMENT OPTION SELECTED:

Origami is founded on a set of **ITERATIVE** processes from top to bottom. These contemporary tenets are the foundation of Origami's ability to deliver better service and faster and more accurate implementations. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:
[Included] Iterative Project Management
[Not Included] Traditional Project Management

Iterative Project Management - Included

Origami will:

- Schedule and lead initial kickoff call or meeting
- Maintain schedule with key deliverables and expected dates
- Lead status calls twice per month
- Maintain project status document containing priority list, open items and changes which may impact timeline
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule and assign project management as shared role of team members
- The Service's administrative tools and screens serve as documentation of the implementation for Client's System Administrator to reference.

Client will:

- Participate in status calls and working meetings
- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
- Coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule

Traditional Project Management – Not Included

If included, in addition to the responsibilities listed in Iterative Project Management above, Origami will designate a Project Manager to provide a specified number of hours of project management during the Implementation. This Project Manager will (1) manage the Origami tasks listed in Iterative Project Management above, (2) coordinate meetings and

discussions with stakeholders as needed to maintain project progress, and (3) maintain a library of written artifacts and documentation including:

- Formal project kickoff agenda
- Communication plan
- Formal stakeholder analysis
- Project charter
- Collaboration website
- Detailed work breakdown structure
- Weekly project status calls, agenda, meeting notes
- Detailed issues and risks log
- Action items list
- Detailed project plan
- On site agendas
- Change control management
- Executive steering committee status call agenda (as needed)
- Origami governance decision management document
- UAT test plan for critical items (dependent on Client input and test cases provided)
- Executive project dashboard
- Lessons learned analysis

ONGOING SUPPORT

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW. If the parties agree that certain parts of the Service will go Live before others, this section will apply to each part upon going Live.

Carrier / TPA Claims Data Ongoing Processing

Origami will:
Process the claim data updates received from Client data providers as follows:

- TriStar (WC TPA) : Claims Only feed (no individual Financial Transactions nor Adjuster Notes) processed daily
- Comercial Risk Management : Claims Only feed (no individual Financial Transactions nor Adjuster Notes) processed weekly

Client will:

- Use tools in the Service to resolve exceptions, if any, such as missing locations, incomplete code maps, and other exceptions, which may occur in the update as a result of data errors or missing data from data providers.
- Notify Carrier / TPA of data exceptions when appropriate to have data corrected at source.

Maintenance of Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

There are no interfaces or feeds to/from other systems nor exports to TPAs/Carriers or other vendors included in this SOW

Professional Service Hours

This SOW includes up to 30 hours of Professional Services in the first year, up to 30 hours in the second year, and up to 30 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:

- Helpdesk support for users
- Additional user training
- General assistance utilizing the Service
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is $115,725 for the first year and $79,750 for year two of this SOW. Exhibit B provides a detailed breakdown of the components of the price.

Payment for Year 1 will be invoiced and due upon execution of this SOW. Payments for Year 2 is due annually upfront on the anniversary date of this SOW.

If needed, additional services can be purchased through an addendum to this SOW. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

ADDITIONAL PRICING:

1. If Client requires additional hosting during the term of this SOW, additional hosting fees will apply as follows:

- Current annual fee for hosting of up to 10,000 Claims / Incidents = $10,000
- Annual fee for hosting of 10,001-25,000 Claims / Incidents = $15,000

- Current annual hosting fee includes 50GB of searchable File Attachment hosting
- Additional searchable File Attachment hosting is $2,500 per 50GB per year
- Additional non-searchable File Attachment hosting is $1,000 per 100GB per year

2. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate. Bundled hours (minimum of 10) may be added prior to the start of each contract year at Origami's bundled rate.

3. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

4. This SOW does not include Enterprise Risk Management (ERM) and Client does not have an active ERM program, although Client has identified a desire and future exploration of possibly electing the ERM license in the future.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC	**CITY OF BOYNTON BEACH, FLORIDA**
By: _____	By: _____
Name: _____ (Print Name)	Name: _____ (Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B
PRICING DETAIL

Items	Unit	Quantity	Unit Cost	Total	Notes
Implementation Planning	Hour	1	$1,100.0000	$ 1,100.00	Reflects discounted rates.
Configuration	Hour	1	$9,000.0000	$ 9,000.00	Reflects discounted rates. Includes 50 hours of data conversion and import processes to intake historical data from Excel spreadsheet format.
Installation Assistance	Hour	0	$0.0000	$ 0.00	Not applicable. Completely web based application which is already in production. No travel included in this proposal.
Project Management	Hour	75	$225.0000	$ 16,875.00	Origami Risk to lead the PM through our Agile methodology.
Testing	Hour	12	$225.0000	$ 2,700.00	UAT Support
End User Training	Hour	16	$225.0000	$ 3,600.00	16 hours of formal training right before go-live.
Administrator Training	Hour	4	$225.0000	$ 900.00	4 hours dedicated to System Admin tools
Training Plans & Materials	Hour	8	$225.0000	$ 1,800.00	
License Costs	Annual	1	$73,000.0000	$ 73,000.00	RMIS System License. 2 System Admin licenses, 2 Full users, Enterprise portal for up to 1,000 records per year. Can add on ERM system license option later if elected. 5,000 Vendors for COI tracking. Hosting of up to 10k claims/incidents & 150 GB of file attachments.Includes Claim Only feed from Tristar (daily import) and Claims Only feed from Commercial Risk Mgt (weekly import)
Recurring/Maintenance Costs	Annual	1	$6,750.0000	$ 6,750.00	First year = $115,725. Annual Ongoing is 79,750. Includes 40 hours of Ongoing Professional Services per year.
				Subtotal:	$ 115,725.00

Year 1 = $115,725

Year 2 = $79,750

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

Origami Risk will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the "Availability Requirement"). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

"Excluded Event" means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami's or its direct service providers' reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client's affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client's equipment or non-Origami software. The Availability Requirement applies only to Origami's production environment and not to Origami's staging environment.

Service Credits:

In the event there is a material failure of Origami's service to meet the Availability Requirement (a "Service Level Failure") in any calendar month, then Client shall have the following sole and exclusive remedy: Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (i.e., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a "Service Credit"). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, professional services fees or any other prepaid bundled fees other than licensing fees.

If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding Service Credits in its reasonable discretion.

For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.999999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any Origami Risk user can visit http://status.origamirisk.com/ to view the current system status.

SERVICE REQUESTS

Origami Risk will respond to service related incidents or issues within the following time frames:

Urgent Requests
An urgent request for service concerns a new development that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to support@origamirisk.com with the word "Urgent" in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

Normal Requests
A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to support@origamirisk.com. Client may also call or email any member of the Origami Risk support team directly.

SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client's system administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.

System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account.

Origami Risk uses TLS v1.2 or higher for all communications over https. Origami databases are fully encrypted using 256-bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami Risk SFTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

Bid Number: RM22-007

Bid Name: Risk Management Information System (RMIS)

Closing Date: 3/14/2022 2:30:00 PM

Number of Submissions Received: 4

Evaluation: Start Date - End Date: 4/14/2022 12:00:00 AM **-** 5/2/2022 5:00:00 PM

Consensus Meeting: 5/16/2022 3:00:00 PM

EVALUATORS

	Name	Stage
1.	Kristeena Pinto	Compliance
2.	Julie Oldbury	Evaluation
3.	Richard Ignoffo	Evaluation
4.	Andrew Mack	Evaluation

STAGES

Number	Name	Type	Weight
N/A	Compliance	Compliance	N/A
1	Evaluation	Evaluation	100.00
		Grand Total:	100.00

SCORES

Compliance

Vendor	Score
AssetWorks Risk Management Inc.	Pass
ClearRisk, US Corp	Fail
Origami Risk LLC	Pass
Ventiv Technology, Inc.	Pass

1 Evaluation

Vendor	Score out of 100.00
AssetWorks Risk Management Inc.	54.17
Origami Risk LLC	89.17
Ventiv Technology, Inc.	73.50

CUMULATIVE SCORE RESULTS

Rank	Vendor	Score out of 100.00
1	Origami Risk LLC	89.17
2	Ventiv Technology, Inc.	73.50
3	AssetWorks Risk Management Inc.	54.17

RM22-007 - Risk Management Information System (RMIS)

Opening Date: February 11, 2022 12:00 PM

Closing Date: March 14, 2022 2:30 PM

Vendor Details

Company Name:	Origami Risk LLC
Does your company conduct business under any other name? If yes, please state:	Illinois
Address:	222 North LaSalle Street Suite 2100 Chicago, Illinois 60601
Contact:	Jason Franks
Email:	jfranks@origamirisk.com
Phone:	847-786-2966
HST#:	

Submission Details

Created On:	Friday February 11, 2022 12:53:38
Submitted On:	Friday March 11, 2022 13:42:34
Submitted By:	Jason Franks
Email:	jfranks@origamirisk.com
Transaction #:	c8f3843d-8d61-4682-8894-75c342727a07
Submitter's IP Address:	73.40.89.39

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Complete System Implementation

Provide pricing details below to meet full compliance with the scope work. This price shall include everything necessary to complete system implementation.

Services shall be priced on a firm hourly basis, including travel & living expenses, with an estimated number of hours.

Items	Unit	Quantity	Unit Cost	Total	Notes
Implementation Planning	Hour	1	$1,100.0000	$ 1,100.00	Reflects discounted rates.
Configuration	Hour	1	$9,000.0000	$ 9,000.00	Reflects discounted rates. Includes 50 hours of data conversion and import processes to intake historical data from Excel spreadsheet format.
Installation Assistance	Hour	0	$0.0000	$ 0.00	Not applicable. Completely web based application which is already in production. No travel included in this proposal.
Project Management	Hour	75	$225.0000	$ 16,875.00	Origami Risk to lead the PM through our Agile methodology.
Testing	Hour	12	$225.0000	$ 2,700.00	UAT Support
End User Training	Hour	16	$225.0000	$ 3,600.00	16 hours of formal training right before go-live.
Administrator Training	Hour	4	$225.0000	$ 900.00	4 hours dedicated to System Admin tools
Training Plans & Materials	Hour	8	$225.0000	$ 1,800.00	
License Costs	Annual	1	$73,000.0000	$ 73,000.00	RMIS System License. 2 System Admin licenses, 2 Full users, Enterprise portal for up to 1,000 records per year. Can add on ERM system license option later if elected. 5,000 Vendors for COI tracking. Hosting of up to 10k claims/incidents & 150 GB of file attachments.Includes Claim Only feed from Tristar (daily import) and Claims Only feed from Commercial Risk Mgt (weekly import)
Recurring/Maintenance Costs	Annual	1	$6,750.0000	$ 6,750.00	First year = $115,725. Annual Ongoing is 79,750. Includes 40 hours of Ongoing Professional Services per year.
				Subtotal:	$ 115,725.00

Complete System (all functionality/capabilities)

Functionality/Capabilities	Description	Available	Component Cost	Notes
Policy Management	Track all City lines of current and historic insurance policies and programs(s). Ability to use calculations to review actual loss history and apply different retention limits when reviewing annual insurance purchases.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Contract / Employees	Ability to add unlimited contacts/employees related to claims, incidents, locations, etc.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Locations / Hierarchies	Ability to capture all location and hierarchy details including COPE data and exposure values and findings/recommendations for a given property/location.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Total Cost of Risk (TOCR)	Ability to create allocation models based on locations/hierarchies to tie together claim/loss history, exposure information, and set costs to distribute Risk Management costs throughout the organization.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Vendor Management / Certificates of Insurance	Management of third-party / vendor insurance and Certificate of Insurances (COIs). Prefer a system that has the functionality to scan COIs for automated review of satisfying minimum limits.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard with some configuration hours included.
Incident Intake and processing	Allow for unlimited City users to report (import/upload) incident reports and supporting pictures and information. Ability to convert incidents to claims.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard with some configuration hours included.
Incident Management	The incident management system would be able to house all of the incident details captured in the database. Ability to allow users to review incident details, set tasks, add notes/files, and convert incidents to claims in this system.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard

Claims Management	The system would house claims details for all risk-related claims. Ability to allow users to review claim details, set tasks, add notes/files, update financials, reserve worksheets, and track lost time details.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Claims Administration	Customizable full-access to update/configure account settings: including but not necessarily limited to: fields, labels, forms, code lists, users and security, locations, etc. Create complex workflows and notifications custom fields, diagnosis codes, code dependencies, custom data validations, data entry events, mail merge templates, code tables, custom forms, custom views, custom alerts, trend notifications, and trend notifications and note templates. Ability to potentially integrate or accept data feed from current TPAs.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard. No interfaces for check processing nor need for check production. Basic claim admin as stated in Q+A
Worker's Compensation	Ability to automate form creation/distribution and status updates. Ability to tie claim to the incident and report on all expenses. Ability to potentially integrate or accept data feed from current TPAs.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Asset Management	User ability to review specific assets and review if incidents are occurring and how to mitigate them. For example, if there is repeated property damage to an asset belonging to the City, we should be able to link the damage to the specific asset and take steps to mitigate based on the collected information	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Property, Exposures, and Assets	Allows for tracking and management of assets and values related to the City's exposures. Ability to use a dashboard to review the assets and to capture details on assets associated with a given location or territory. Users would be able to define the asset type and the details captured for each asset.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Fleet	Ability for Users to utilize a fleet dashboard/program to capture vehicle details in the database and track the location history of a given vehicle. In addition, being able to map out specific geographical locations where the most fleet-related incidents/damage occur would assist in training and retention with the fleet vehicles	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Fleet / Vehicle Management	Allow users to identify a specific fleet vehicle and be able to review any documented notes from the Fleet Division. In addition, the ability to identify take-home vehicles owners and schedule more easily the maintenance on these vehicles.	(•) Yes ( ) No	$0.0000	Included. Provided as out of the box / standard
Weather Events	The ability to track severe weather events and other time-sensitive notifications with a feed from the NOAA and other weather-related programs. Users can select the type, urgency, and severity of events that will trigger a notification email. This would especially be helpful with King Tide events, severe flooding, hurricanes, and specific days when the weather is extreme.	(•) Yes ( ) No		Included. Provided as out of the box / standard
Reporting / Dashboard / Analytics	Allows users to create, run, schedule, and distribute reports. The desired system contains an extensive library of report templates, but also includes true ad-hock reporting with drag and drop capabilities. Users may also create their own templates by creating new templates from scratch or updating existing templates to meet their needs. Clients may create distribution groups to segment and distribute data to their user group based on location or coverage. The reports may be queued to run on a schedule or an as-needed basis.	(•) Yes ( ) No	$0.0000	Provision of Origami Risk standard dashboard/report functionality. Configuration by Origami of up to 13 hours of dashboards/reports as well as giving access to report/dashboard builders & library
Metrics and Calculations	Allow Users the ability to design specific target metrics for various purposes and have some sort of alert when the metric reaches a specified threshold. For example, if there are recent incidents in the same area, similar incidents in general, and/or repeated asset damage in a specified amount of time.	(•) Yes ( ) No	$0.0000	Provision of Origami's standard calculations/metrics
Workflow Features	The ability to have supervisors utilize the workflow and create incident reports from their mobile devices. This would be uploaded immediately to the system where Risk Management would get the information in real-time to review and address.	(•) Yes ( ) No	$0.0000	Includes Origami's standard Data Entry Event tool and configuration hours support for workflows
Workflow Available Functions	Mobile uploading of reports and multiple levels of users.	(•) Yes ( ) No	$0.0000	Provided via the Data Entry events
Enterprise Risk Management (ERM)	The ERM function needs to support providing actionable information to stakeholders. Risk registers and heat maps are needed to have a visual of the factors affecting Risk. Being able to produce intelligence from the ERM functions that shape decision.	(•) Yes ( ) No	$20,000.0000	ERM is not in use and is not required at this time so not included. $20k estimate has been input to address the request by the City for further consideration.
Compliance and Regulatory Management	Allow Users to establish different specific compliance measures to be alerted for periodic review of compliance measures to be alerted for periodic review of compliance. For example, having quarterly safety inspections with alerts, forms, and additional information readily available. Customization on this would also be key.	(•) Yes ( ) No	$0.0000	Ability for Client to add desired compliance aspects. No standards requested/needed. Compliance to Client's specifications and provision of Origami's standard checklists/audits/inspections.
Compliance Audit Inspection	Ability to establish audits of the various reports and set metrics for thresholds. For example, if there are multiple incidents within the same division/department it would assist in alerting with key information to bring to an inspection.	(•) Yes ( ) No	$0.0000	Provision of Origami's standard checklists, audits and inspections. Ability for client to adjust further.

Crisis Management	Possible ability to go into a "crisis" mode where during a crisis, information is able to be tracked and accessible. For example, during a hurricane being able to manage assets pertaining to mutual aid and other relevant situations.	(•) Yes ( ) No	$0.0000	
			Subtotal:	$ 20,000.00

System Recommendation

Provide a cost proposal for initial use with the ability to collect claim information, administer claims, track reserves, payments, and transactions, capture, process, and report relevant data, and interface with Third-Party Administrators (TPAs) such as Commercial Risk Management and Tristar Claims Management Services. The estimated budget for this project is $95,000.

☐ We will not be submitting for System Recommendation

The proposal we have submitted for is to the specifications of the RFP. Our proposal #2 is for a subset of the functionality to achieve the desired pricing.		
The secondary aspect of Option #2 is that we would be willing to spread implementation costs over a 3 year engagement to allow for less budget needed for implementation year 1 costs.		

Summary Table

Bid Form	Amount
Complete System Implementation	$ 115,725.00
Subtotal Contract Amount:	$ 115,725.00

Letter of interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	We understand the City of Boynton Beach (the City) is seeking the services of an experienced firm qualified to provide a Risk Management Information System (RMIS) software to manage the City's insurance claims that meet the requirements of the City. In response, Origami Risk (Origami) welcomes the opportunity to implement and support our industry-leading RMIS configured to the City's unique needs. Origami is a leading provider of integrated software-as-a-service (SaaS) solutions for the risk, safety, and insurance industry—from corporate and public entities to brokers and risk consultants, insurers, managing general agents (MGAs), program administrators, third-party administrators, and risk pools. Highly configurable and completely scalable, Origami delivers a full suite of risk management and insurance core system solutions from a secure, multi-tenant cloud-based platform. Origami has more than 500 employees with primary offices in Chicago (HQ), Atlanta, Denver, Dallas, Philadelphia, Salt Lake City, the San Francisco Bay Area, the New York City area, and London along with colleagues in 41 states—supporting our clients as well as our product and company growth. Not only is Origami leading the way in innovation and our commitment to delivering robust solutions that solve our clients' complex business needs, but we are also financially sound. As a privately held company, majority owned by our management, we answer only to our clients. We are growing rapidly, are profitable, and have no debt. Origami offers a single platform that serves as the foundation for our integrated safety, risk, and insurance solutions. Designed with data security and client success in mind, features of our platform are outlined below. • Secure – Keeping client data secure is of the utmost importance. Real-time intrusion detection and prevention tools, penetration testing, and data encryption help protect the security of client data at all times. We use the Amazon Web Services (AWS) cloud-hosting environment to ensure clients benefit from the highest standards in data security. In addition, Origami maintains compliance with the rigorous SOC 1 Type II, SOC 2 Type II, and NIST 800-53 security controls. • Reliable – Origami employs multiple continuous protocols to ensure the system is always available to client users. Our servers are load-balanced to ensure that no server is overwhelmed, and data is mirrored in real-time to a separate server for complete fail-over capability. Client data is also backed up at specified intervals as an additional precaution. • Fast – We understand stakeholder experience hinges on the responsiveness of application on which they depend, so our platform is built to be fast. We constantly manage server usage to identify potential sources for processing bottlenecks—allowing us to stay ahead of anything that might affect system speed and allowing client users to work without interruption. Client data is important, and our platform is built to return information at the speed at which client users need it. • Flexible and Scalable – A modern, cloud-based platform, Origami securely integrates with other applications and adapts in real-time to changing circumstances. Whether clients are looking to bring in additional data from other systems or need to add functionality due to changing business objectives, our platform can handle it. Clients no longer must worry about needing to increase processing power because of large month-end data runs. Again, our platform can handle it as it scales with our clients' needs. Origami is eager to earn the City's business and work with you to elevate your current risk management practices by implementing a comprehensive RMIS solution. As outlined and identified in our response, our solution will help the City realize new efficiencies and automations bringing your risk management practices to the next level. Our commitment to providing services and support related to this RFP and our confidence in our ability to help you achieve and exceed your risk management goals, coupled with our industry acumen, makes a partnership with Origami a certain path to success.

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your RFP responses

Description	Response *	Comments
Is your company a Minority Owned business?	No	N/A
Please select the appropriate response	Not Applicable	N/A
Do you possess a certification qualifying your business as a Minority Owned business?	No	N/A
Issuing organization name	Input response in comments box to the right	N/A
Date of Issuance	Input response in comments box to the right	N/A

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

References

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

Description	Reference 1 *	Reference 2 *	Reference 3 *	Reference 4 –Additional	Reference 5 – Additional
Name of Firm:	City of Atlanta, GA	Charlotte County, FL	Manatee County, FL		
Scope of Work:	Provision of Risk & Insurance software and related services/support	Provision of Risk & Insurance software and related services/support	Provision of Risk & Insurance software and related services/support		
Cost of Service:	Standard pricing model	Standard pricing model	Standard pricing model		
Date of Service:	Feb 2015 to Current	November 2017 to Current	December 2013 to Current		
Contact Person:	Anne Taylor, Risk Analyst	David Lyles, Environmental Health & Safety Manager	Linda Klasing, Risk Manager		
Email:	amtaylor@atlantaga.gov	david.lyles@charlottecountyfl.gov	linda.klasing@mymanatee.org		
Phone #:	(404) 546-1854	(941) 743-1381	(941) 745-3750		
Address:	City Hall Tower, 68 Mitchell Street SW, Suite 9100, Atlanta GA 303031	18500 Murdoch Circle, Port Charlotte, FL 33948	1112 Manatee Ave. West, Suite 969, Bradenton, FL 34205		

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Sub-consultant

The Bidder proposes the following major subconsultants for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-consultants, if required.

Owner reserves the right to reject any sub-consultant who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-consultant in order to make a determination as to the foregoing.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name *	Address *	Scope of work *	license No *	Contract Amount *	Percentage (%) of Contract *

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included for your submittal to be completed and accepted.

- FIRMS'S QUALIFICATIONS - Firm's Qualifications - Origami Risk Final.zip - Friday March 11, 2022 13:17:51
- QUALIFICATIONS OF PROJECT TEAM AND SPECIALTY RESOURCES - Qualifications of Project Team and Availability of Specialty Resources - City of Boynton Beach RMIS RFP - Origami Risk Final.pdf - Wednesday March 09, 2022 10:45:14
- CURRENT PROJECTED WORKLOAD OF THE PROPOSER - Current and Projected Workload of the Proposer - City of Boynton Beach RMIS RFP - Origami Risk Final.pdf - Wednesday March 09, 2022 10:45:22
- APPROACH AND IMPLEMENTATION - Approach and Implementation - City of Boynton Beach RMIS RFP - Origami Risk Final.pdf - Wednesday March 09, 2022 10:45:31
- ANTI-KICKBACK AFFIDAVIT - Anti-Kickback Affidavit - Origami Risk Signed.zip - Friday March 11, 2022 13:18:36
- NON-COLLUSION AFFIDAVIT - Non-Collusion Affidavit of Proposer - Origami Risk Signed.pdf - Friday March 11, 2022 13:18:45
- CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.125 - Certification Pursuant to FL Statute 287.135 - Origami Risk Signed.pdf - Friday March 11, 2022 13:30:21
- PROFESSIONAL LICENSES / PERMITS / W-9 - 2022 Origami Risk W9.pdf - Wednesday March 09, 2022 10:46:58
- E-VERIFY FORM - E-Verify Form Under Section 448.095 - Origami Risk Signed.pdf - Friday March 11, 2022 13:19:11
- SUPPLEMENTAL INFORMATION RELATIVE TO THIS RFP - EXCEPTIONS TO THE SPECIFICATIONS - Origami Risk Final.pdf - Friday March 11, 2022 13:29:01

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business'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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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 so convicted.

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.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Earnest Bentley, President, Risk Solutions, Origami Risk LLC
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

● **Yes** ● **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 1 Fri March 4 2022 10:48 AM	☑	11

Firm's Qualifications

a) Complete the Proposer's Qualification Statement

Please see the separate attachment Proposers Qualification Statement for our response.

b) Describe the Firm and provide a statement of the Firm's Qualifications for performing the requested services. Identify the services, which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your Firm's staff.

Origami is a leading provider of integrated software-as-a-service (SaaS) solutions for the risk, safety, and insurance industry—from corporate and public entities to brokers and risk consultants, insurers, managing general agents, third-party administrators, and risk pools. Highly configurable and completely scalable, Origami delivers a full suite of risk management and insurance core system solutions from a secure, multi-tenant cloud-based platform.

We offer an integrated platform of products including RMIS; Environmental, Health, and Safety; Governance, Risk, and Compliance; Healthcare Risk Management; Claims Administration; Policy Administration. Our platform allows our clients to effortlessly integrate workflows, aggregate their data across disciplines and easily analyze it, and automatically act on insights within one system—generating tremendous efficiencies.

Founded in 2009, Origami was established to focus on new innovations at a time when the pace of advancement within the risk and insurance software industry had slowed dramatically. We developed our product to offer a more robust solution than our competitors and we continue to evolve the product to meet our clients' ever-changing business needs.

Today, Origami has more than 500 employees with primary offices in Chicago (HQ), Atlanta, Denver, Dallas Philadelphia, Salt Lake City, the San Francisco Bay Area, the New York City area, and London along with colleagues in 41 states—supporting 801 clients as well as our product and company growth.

150+ Government, Public Entities & Municipalities Clients

45 cities, 42 counties, 25 states, and more

Transportation / Transit Authorities

Water & Sewer ; Public Education (K-12 and Higher Ed) ; Federal

Of these 801 clients, 150+ are in the government/public entity space as outlined in the above graphic. Those states which are blue represent we have at least one public entity in that locale as a client. To our project with the City, we would bring this deep experience and expertise of serving government clients to the project.

All the services proposed in our response will be provided by Origami. No third parties will be used.

PROPOSER'S QUALIFICATION STATEMENT

TO BE COMPLETED AND UPLOADED ONLINE – FIRM'S QUALIFICATIONS

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:

Name: Earnest Bentley

Address: 222 North LaSalle Street, Suite 2100

CITY, State, Zip: Chicago, IL 60601

Telephone No.: 312-546-6515

Fax No.: 312-546-6515

Email Address.: legal@origamirisk.com

Check One	
Corporation	
Partnership	
Individual	
Other	X

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   Origami Risk LLC ("Origami")

   The address of the principal place of business is:
   222 North LaSalle Street, Suite 2100
   Chicago, IL 60601

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: N/A
   b. State of Incorporation: N/A
   c. President's name: N/A
   d. Vice President's name: N/A
   e. Secretary's name: N/A
   f. Treasurer's name: N/A
   g. Name and address of Resident Agent: N/A

3. If Proposer is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners:

   N/A

   c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   Origami Risk LLC is a limited liability company organized under the laws of the State of Delaware. Origami's business address is 222 N. LaSalle St, Suite #2100, Chicago, IL 60601. We can provide list of principals subject to NDA.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

   N/A

6. How many years has your organization been in business under its present business name?

   13 years

   Under what other former names has your organization operated?

   None.

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

   We have included a document reflecting that we are active to do business in the state of FL. If selected, we can provide a good standing certificate.

8. Did you attend the Pre-Proposal Conference if any such conference was held?

   YES N/A NO N/A

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why: . No. Origami has no failed implementations

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Please see attached page for bios of key Origami Risk individuals.

11. State the name of the individual who will have personal supervision of the work:
Angie Boyd, Senior Client Executive (not final until official contract signature)

12. State the name and address of the attorney, if any, for the business of the Proposer:
Daniel Silverthorn, General Counsel
222 North LaSalle Street, Suite 2100
Chicago, IL 60601

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

We can provide this information with NDA.

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

Origami Risk LTD is Origami Risk LLC's wholly owned subsidiary and is registered in England and Wales.
Origami Risk LLC is in the same business as Origami Risk LTD

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

N/A

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	Due to confidentiality reasons, we are unable to provide this information in this RFP stage.
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number	
1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References:

Bank	Address	Telephone
BMO Harris	111 W. Monroe St, Chicago, IL 60603	877-895-3278

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).
Please see attached page for Origami's response.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):
Please see attached page for Origami's Quality Control Plan.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES N/A NO N/A

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

As a privately held company, we do not disclose financial information in RFP responses.

22. What will be your turnaround time for written responses to City inquiries?

We will always work in good faith to respond promptly to the City.

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None.

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

None. Origami has not been involved in litigation of any nature in the last 5 years.

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

None. Origami has not been involved in litigation of any nature in the last 5 years.

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

No.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/ or contract, subject to the terms and conditions of the contract executed by both parties.

(Signed) _____

(Title) Earnest Bentley, President, Risk Solutions

Subscribed and sworn to before me

This 10TH day of MARCH, 2022

_____
Notary Public (Signature)

My Commission Expires: 01/08/2026

Sunbiz.org Division of Corporations
an official State of Florida website

Detail by Entity Name

Foreign Limited Liability Company
ORIGAMI RISK LLC

Filing Information

Document Number	M14000003910
FEI/EIN Number	26-4060548
Date Filed	06/05/2014
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/01/2020
Event Effective Date	NONE

Principal Address

222 N. LASALLE STREET - STE. #2100
CHICAGO, IL 60601

Changed: 12/01/2020

Mailing Address

222 N. LASALLE STREET - STE. #2100
CHICAGO, IL 60601

Changed: 12/01/2020

Registered Agent Name & Address

INCORP SERVICES, INC.
17888 67TH COURT NORTH
LOXAHATCHEE, FL 33470

Authorized Person(s) Detail

Name & Address

Title General Counsel

Silverthorn, Daniel
222 N. LaSalle St
Suite #2100
CHICAGO, IL 60601

Title Manager

Petrie III, Robert G.
222 N. LASALLE STREET - STE. #2100
CHICAGO, IL 60601

Annual Reports

Report Year	Filed Date
2020	04/27/2020
2021	02/03/2021
2022	01/31/2022

Document Images

01/31/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
12/01/2020 -- LC Amendment	View image in PDF format
04/27/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
01/15/2015 -- ANNUAL REPORT	View image in PDF format
06/05/2014 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

10. List the pertinent experience of the key individuals of your organization.

Bob Petrie | Chief Executive Officer

Bob Petrie is recognized as an innovative and dynamic leader in risk management technology and operations. He is frequently quoted in trade magazines, has been profiled in industry publications, and speaks often at national and local conferences and meetings. Bob co-founded Origami Risk in 2009, and the company quickly become a leader in the RMIS Industry. Under Bob's leadership, Origami Risk has formed partnerships with leading brokers and risk consultants to provide advanced technology and improved service to their clients, including risk managers, financial officers, insurance companies, brokers, and third-party administrators. Origami Risk is an independent company; owned entirely by its management. Our sole focus is to help our clients improve efficiency across the policy lifecycle and provide advanced analytics to measure, manage, and mitigate the total cost of risk.

Bob is an experienced senior executive with a long history of founding successful technology businesses. Prior to Origami Risk, Bob was the Head of Global Operations and Client Technology for Marsh with more than 3,000 employees in 11 countries. As the executive in charge of improving operational efficiency and client satisfaction, Bob helped design and implement a new business model for Marsh. Bob also founded and was the long-time CEO of CS STARS (later, Marsh ClearSight). Under Bob's leadership, Bob grew STARS to be the largest RMIS company in the world, as reported by Business Insurance Magazine. While working at Marsh, Bob also formed and led other high-growth technology businesses including Whereiwork.com, BenefitSmart.com, and STARS Audit.

Earne Bentley | President, Risk Solutions

Earne Bentley leads Origami Risk's risk solutions division. Bentley has served the risk management technology needs of numerous corporations, insurance companies, TPAs, Risk Pools, healthcare organizations, and government agencies for over a decade. Utilizing Risk Management Information Software, he has contributed to the bottom line of many companies through process redesign and the introduction of innovative methods that streamline claims and risk management practices. Prior to joining Origami Risk, Bentley served in a number of roles ranging from professional services to sales for other risk management software firms. In 2018, Bentley was named a Business Insurance Breakout Award winner.

Christian Schiavone | Vice President of Professional Services, Risk Solutions

Christian Schiavone is a skilled senior leader in the software, benefits, and risk technology industry with approximately two decades of experience in client service, product development, and RMIS solutions. As Vice President of Professional Services for Origami's Risk Solutions division, Christian is responsible for professional services, strategic alliances, and business development. His commitment to building strong client partnerships and continued focus on client success will continue to shape our industry-leading client service. Prior to joining Origami Risk, Christian worked with Aon Hewitt as Senior Project Manager and with CS STARS as Account Manager. He is a graduate of Eastern Illinois University.

Patty Roper | Director of Professional Services, Risk Division

Patty Roper is a fifteen-year industry veteran with a depth of experience in client service, implementation design and delivery, and product development.

Prior to joining Origami Risk, Patty spent 9 years with CS STARS in a variety of roles including Team Lead, Senior Client Executive, Software Developer, and Primary Delivery Lead.

Patty is a graduate of the University of North Texas.

We encourage prospects to visit our website (https://www.origamirisk.com/our-team) to read about our deeply experienced service experts, each of whom has many years of experience in the risk and safety software industry—from underwriters and adjusters to risk managers and loss control experts.

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

Implementation Approach

Origami's unique implementation methodology emphasizes speed and flexibility. It is founded on an agile approach that uses iterative processes to configure the system to the client's unique needs. Work items are prioritized based on client preference and delivered in iterations allowing for more rapid quality assurance and user acceptance testing by the client. These contemporary tenets are the foundation of our ability to deliver a better product and more accurate implementation in a fraction of the time as our competitors.

During implementation, Origami configures the system for use by the client including system settings, loading data, training users, and other work specified in the contract. Origami manages the overall implementation process, including scheduling and leading meetings, communicating with the team, providing follow-up documentation, and maintaining the project schedule through go-live and the completion of the implementation. The client's provision of timely and accurate specifications, direction, and feedback is essential to the success of the implementation. Throughout the process we use proper change control documents to keep track of iterative decisions made by the team.

Clients can expect continuous collaboration between our team and theirs—the client is actively involved in all aspects of the system design as well as testing and verification of said design. Tools used by Origami to aid the implementation are outlined in the following table.

Tool	Description
Client Toolkit	Origami has developed an internal toolkit reflecting best practices and standards gained from having successfully completed more than 650 client implementations. The client toolkit, leveraged for every implementation, includes checklists and templates related to client onboarding—from initial kickoff to project plan development to go-live activities. Examples include database creation instruction, templates for requesting data extracts from third-party vendors, and encryption instructions and transmission requirements for third-party integrations. The client toolkit aids the Origami Service team in providing a consistent and highly efficient implementation experience across our entire client base.
Smartsheet	Project schedules are created using Smartsheet, offering a collaborative format available to the client in real time as updates are made.

Tool	Description
On-Screen Configuration Tools	Origami initially configures the system for use by the client using on-screen tools available within the administration module of the system. Once live, client administrative users have access to the same tools to make ongoing configuration changes as needed. The tools are designed to be easy to use and include focused online help and demonstration videos. No custom code or technical experience is required. In addition, we provide training to client administrative users on how to use the tools.
Standard Configurations (Migration Tool)	Origami maintains standard configurations specific to the varying markets we serve. Using our configuration migration tool, we can easily migrate configurations (e.g., domains, fields, events, etc.) from one database to another.

Implementation Guiding Principles

Origami's guiding principles for a successful implementation include:

- Transparent Partnership
  - Immediate and ongoing collaboration and feedback between teams directly correlates with project success.
  - Users gain access to Origami immediately and can see what has been configured and test it in real time—iterative review and testing and key.
- Active Involvement from System Administrator:
  - The role of the system administrator is critical. We recommend the system administrator be identified at the onset of the project and involved from Day 1.
  - The system administrator will be involved in configuration and trained on an ongoing basis.
- Early Identification of Key Points of Contacts
  - Decision makers and individuals authorized to approve functionality must be identified at the beginning of the project.
  - This is critical for review and approval of core functionality, as well as for interfaces and data conversion needs.
- Use Origami as Soon as Possible
  - Our goal is to get clients "live" and benefiting from system use as soon as possible, which could mean going live in phases and staggering the roll out of less time-critical functionality.
  - Origami is a SaaS software built on a single code base which provides many benefits and allows users to benefit from regular updates to functionality.

On Budget Delivery

Origami provides implementations on a fixed-cost basis meaning there are never any surprises to the budget in keeping an implementation on schedule. We manage projects by tracking milestones against the expected dates. If extra time is required to complete a task, we are motivated to add resources to the task ahead of the due date to avoid slippage. Resources are added at no additional cost to the client.

19. Provide descriptions of quality assurance/quality control management methods.

Service

We have aligned directly with our clients' satisfaction. Our service group is measured on an annual client survey and a portion of each employee's compensation is dependent upon the overall satisfaction of our clients. This means that each and every client matters to each and every employee at Origami because the overall satisfaction of our clients impacts each employee's compensation. Origami employees must buy into a unique culture of putting the client first, supporting their colleagues at all times, and being innovative in a flat, non-bureaucratic environment where they are expected to lead their clients to the best available outcome every time.

For any clients who rate they are merely satisfied or unsatisfied, the Origami service team works with each respondent to define and implement a satisfaction improvement plan to move them to a highly satisfied status during subsequent survey periods. Origami's satisfaction survey establishes a continuous feedback loop with our clients that proactively solicits their input and promptly addresses any issues or concerns. This results in continuous service improvements at an individualized account level.

Product

Origami is continuously releasing new and upgraded features to our clients with software upgrades provided for all clients every 10 to 12 weeks, representing 1,000+ new features per year. As we frequently make product changes, Origami also has controls in place to ensure product quality. Since Origami is a software application with a focus on responding to client needs quickly, we work in an agile model that allows changes to the system often. These changes are rolled out to our servers after sufficient testing. The following points provide an overview of our practices for product quality control:

- Source Control: Origami source code is kept in a source control system shared by all developers. All code is versioned and backed up using the source control system.
- Unit Testing: Origami developers follow a test-driven approach to development, where unit tests are written along with new features. These unit tests are run with every new build deployed to Origami servers, in the development or production environment. Unit tests are also run by developers for major code changes.
- Integration Testing: Origami has a suite of automated integration tests that are run periodically to ensure new features integrate with existing code. We also do manual integration testing on our development environment prior to deploying builds to our staging environment.
- Defect Tracking: All software defects are tracked with a defect tracking system. All defects are prioritised and reassessed throughout each release cycle.
- Secure Code: Origami uses best practices during the development process to address most vulnerabilities as defined by OWASP as well as code reviews for security-sensitive code.
- Dynamic and Static Code Scanning: Prior to approving each new software release, Origami performs dynamic and static testing. This ensures that the code is functioning correctly and provides assurance that it is likely free of security vulnerabilities.

System Performance

Origami constantly monitors performance of its environment and can make changes to storage or processing capability immediately. Since the AWS environment is virtual, there is no need to manually add additional servers, which require installation and configuration to provide additional storage or processing capacity. Additional storage or processing capacity is managed by Origami's IT Operations group and can be added within minutes or seconds through the AWS online tools.

Contract Oversight

Within the system, dashboards and reports can be configured to provide usage metrics and system insights (active users, last log in date, activities per quarter, inactive users, etc.) for both clients and Origami to have ongoing monitoring.

Furthermore, the Client Executives assigned to the account will be available on a day-to-day basis to discuss contractual performance as well as other key issues and/or opportunities. In addition, they will facilitate an annual meeting to review account details, usage/financial metrics, key performance indicators/service level agreement metrics, and lessons learned including area where Origami excelled as well as areas that need improvement. Details and metrics often discussed during the annual meeting include:

- Usage/Financial Metrics: Number of active users, record count, storage limits/use, system in use from A to Z daily, outstanding invoices, yearly process to review and address usage in place, etc.
- Key Performance Indicators/Service Level Agreement Metrics: Origami application uptime for the past 12 months, major releases to date for the current year, application patches to date for the current.

Qualifications of Project Team and Availability of Specialty Resources

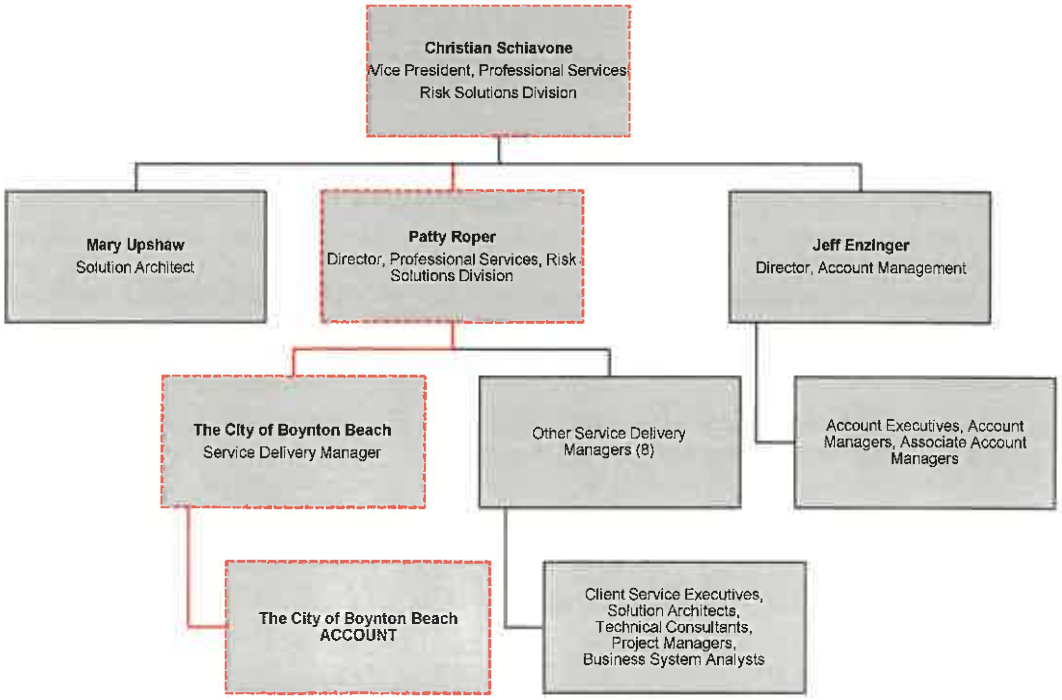
Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

a) An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key project members".

Professional Services Team

The implementation and ongoing support of Origami are provided by members of our Professional Services group. Currently, this group comprises nearly 300 highly experienced individuals and represents roughly 65 percent of our organization. The Professional Services group is broken into smaller teams complete with a Service Delivery Manager, Client Service Executives, Project Managers, Technical Consultants, Solution Architects, and Business System Analysts. The team works as a cohesive unit allowing for knowledge sharing among the team as well as a more focused approach to providing attention to our clients.

Origami's Professional Services Group, Risk Solutions Division



Implementation

As standard practice, Origami assigns a highly experienced Client Service Executive to each client account. This individual is responsible for all aspects of supporting the account, from implementation kick-off through the duration of the business contract. He/she becomes well versed in the client's business providing excellent service, as well as engages other members of the Origami team as the support effort dictates. Other members of the team assist with individual tasks and include specialists in data conversion and integration, system configuration, and user training. Each of the proposed roles should be considered as key personnel responsible for driving success on the project. Roles and responsibilities of Origami's project team members are outlined in the following table.

Role	Responsibility
Service Delivery Manager	The Service Delivery Manager is responsible for supporting and driving the success of their team members and achieving collaborative group goal. This position provides project governance during implementations.
Client Executive	The Client Executive is responsible for overall relationship management including client satisfaction, maintaining regular client communication, and working to grow the client relationship by identifying new business opportunities.
Solution Architect	The Solution Architect is responsible for the identification and development of solutions for strategic clients using Origami's product offerings. This position is responsible for the creation of the project blueprint.
Technical Consultant	The Technical Consultant is responsible for the installation and process design of the software to best fit the client's needs. This position is responsible for initial system access, configuration, data mapping and transfer, report and dashboard design and configuration, and training clients on the software.
Project Manager	The Project Manager position coordinates all aspects of a client project from inception to deployment, working cross-functionally to ensure projects are completed on-time and within budget.
Business System Analyst	The Business System Analyst is responsible for contributing to successful project implementations and providing ongoing client support.

Ongoing Support

Origami has a unique and highly successful approach to ongoing support in that the team who brings a client through the implementation process is the same team who provides ongoing support once live in the system. This approach ensures each client has a dedicated team for ongoing support that knows them, their business, how they use the system today, and their plans for tomorrow. It also eliminates the knowledge loss typically experienced during the handoff from implementation to ongoing support.

Account Management

In addition to the service team who supports the client during implementation and their day-to-day use of the system, Origami provides an Account Management function focused on your strategic growth—a true long-term partnership with proactive guidance. Working closely with their service colleagues, Account Managers develop relationships, communication plans, and growth strategies while consistently advising clients on opportunities to further leverage Origami.

b) Provide resumes for all key project members outlining the relevant experience and education.

Proposed Project Team

We approach each project as a partnership between us and our client. We allocate resources to a project based on client needs and contract terms. To ensure we have the best project team to address the unique requirements of each client, Origami cannot commit specific individuals to the project team until the official acceptance and signature of a contract. Success of the project is Origami's number one priority; therefore, our team collaborates with the client at every stage of the project to ensure their complete satisfaction.

Although the City's project team will not be finalized until the official acceptance and signature of a contract, we have included background information for potential team members to support the City's implementation and ongoing use of Origami. These individuals are an excellent fit based on their industry experience as well as represent the caliber of those who make up Origami's Professional Services group.

Mary Turner | Service Delivery Manager (Project Governance)

Mary Turner is a Senior Client Executive who has been in the risk management software industry since 2004. As a Service Delivery Manager with Origami, Mary is responsible for leading RMIS implementations and managing ongoing client service, as well as supporting a team of client executives.

Prior to joining Origami in 2018, Mary worked as a Solution Architect at Riskonnect, which she specialized in risk management software implementations. Before her time at Riskonnect, Mary also spent time at CS STARS where she performed various client implementation and support roles.

Mary holds a Master of Science degree in Information Systems from DePaul University.

Angie Boyd | Senior Client Executive (Project Lead)

Angie Boyd has over 18 years of experience working in the insurance and technology industry including 24 years of experience and 19 years of providing business solutions for risk and insurance professionals. A skilled senior leader in risk management technology, Angie possesses a wealth of industry knowledge in addition to significant expertise in project management and data transformation. As Senior Client Executive with Origami, Angie is responsible for delivering innovative professional services and sophisticated solutions to clients. Prior to joining Origami, Angie served as Project Manager with CS STARS.

Courtney Vetter | Technical Consultant (Data) (Project Support)

Courtney Vetter has over 15 years of experience working in the insurance and technology industry where she has designed and executed countless business solutions on behalf of risk and insurance professionals. As a skilled leader in risk management technology, Courtney holds extensive experience in product development, implementation design, data integration, and client service.

As a Principal Technical Consultant with Origami, Courtney is responsible for overseeing the implementation of new client accounts, providing ongoing client support services, and delivering innovative and sophisticated solutions for clients. Prior to joining Origami, Courtney worked with CS STARS in a variety of roles, most recently as Manager of Data Operations.

Courtney is a graduate of the University of Kansas.

Andrew McCampbell | Project Manager (Project Management)

Andrew McCampbell is an experienced and passionate project management professional focused on implementing technology and client success. As a Project Manager at Origami, Andrew uses his project management experience to assist in implementing new clients and deliver ongoing support.

Prior to joining Origami in 2020, Andrew worked as Project Manager at the American Dental Association, managing the development of new and existing examinations for dental professionals. Before that, he was a Project Manager at a SaaS Association Management Software (AMS) company, where he was responsible for software implementations.

Andrew holds a bachelor's degree in Foreign Affairs from the University of Virginia. He also holds a Project Management Professional (PMP) certification from the Project Management Institute.

Sharon Smith | Account Executive (Account Management)

Sharon Smith is an accomplished senior leader in risk technology with over 20 years of experience in account management, software support, system consultations, and client service. As an Account Executive at Origami, she helps clients derive additional value from the Origami platform by further leveraging the system's extensive features and functionality.

Sharon previously held the role of Senior Client Executive at Origami, a position in which she was responsible for overseeing the implementation of new client accounts, providing ongoing client support services, and delivering innovative and sophisticated RMIS solutions.

Sharon began her career as an Account Manager with Aon, and previously worked with CS STARS in a variety of roles, most recently as Vice President. She earned a bachelor's degree in Business from Drexel University and holds her ARM designation.

We encourage prospects to visit our website (https://www.origamirisk.com/our-team) to read about our deeply experienced service experts, each of whom has many years of experience in the risk and safety software industry—from underwriters and adjusters to risk managers and loss control experts.

c) **Sub-Consultant firms and key personnel from these firms shall be clearly identified. Proposers are to recognize that the City will not allow the substitution of key project members during the Contract period without the agreement of the City.**

All the services proposed in our response will be provided by Origami. No third parties will be used.

Current and Projected Workload of the Proposer

Provide quantitative data that clearly indicates the ability of the proposer to devote the necessary resources to successfully complete the services and projects in a timely manner. Current and projected workload data shall be provided for each key project member as follows:

a) Current project work listing and remaining labor commitments.

Origami has 801 clients across virtually every industry, with roughly 92 newer clients currently engaged in an active implementation project. Of these clients, the large majority are using our system for a RMIS scope like that requested by the City in this solicitation. Each of these engagements involved historical data migration and legacy system transitions, requirements gathering, configuration of deliverables, training, go-live, and more. Drawing on this transferable experience, Origami is well positioned to deliver a successful project. A summary of Origami's experience is outlined in the following table.

Experience	Description
Total Clients	*801 clients*
Currently In-Process RMIS Implementations	*92 clients*
Total Number of System Users	*More than 600,000*
Customer Satisfaction Rate	*98 percent, as measured by our 2021 client satisfaction survey*
Client Implementation Experience	*8.4/10 according to the 2021 RMIS report based on a user survey. This score represents the highest score given to any vendor in the survey.*
Implementation Success Rate	*Considering that we have never had a failed implementation, we maintain a perfect success rate*

Clear communication and collaboration are keys to a successful implementation. We are proud to report that Origami has no failed implementations and hires seasoned veterans to ensure the best possible outcomes for our relationship. We are happy to provide further insight into our implementation process to give the City confidence in our ability to successfully deliver your project.

We consistently score very high in our feedback survey process as well as those conducted by Industry analyst reports in the areas of implementation process and efficiencies. Additionally, our track record of happy clients is a testament to our on-time deliveries and quality solutions.

b) Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.

The ratio of account to each Account Manager, or Client Executive, is approximately 1:5.

Due to the variance in size and complexity of client accounts, there is not a standard number of accounts per Client Executive. In general, for our Risk Solutions Division, Client Executives are assigned to four to six accounts, with one to two active implementation projects within those assigned accounts.

c) Projected workload of project management activities as defined in the scope of services.

Resource assignment varies for each project based on the scope and timeline defined by the client. Until a contract is executed, and a statement of work is fully developed, it is impossible for Origami to indicate the amount of time a resource will be dedicated to a project. There are instances where project resources have dedicated all their time to a project and others requiring just 25 percent of their time. The resource's role is another variable affecting the percentage of time dedicated to a project. For example, project managers and delivery leaders own most of the deliverables and therefore, dedicate a large percentage of their time to the

project; whereas, data specialists, who contribute only a few deliverables, dedicate a much smaller percentage of their time to the project.

Documentation provided during implementation and/or with the product is outlined in the following table.

Deliverable	Description
Implementation	
Project Schedule	Origami will develop a detailed project plan/schedule specific to the client as well as work with the client to set project priorities and the critical path. The project schedule will be developed based on the mutually executed Statement of Work and the initial project kickoff. The schedule is inclusive of all tasks necessary to achieve each deliverable, assigns responsibility, displays status, and projects completion dates. The plan will be updated as the project progresses during weekly or bi-weekly status calls with the client. **Documentation:** The project schedule will be maintained in Smartsheet, providing a format accessible by client stakeholders via URL that is dynamically updated as information is added and changed.
Project Kickoff Materials	An initial kickoff call will begin the implementation. During this call, the client will meet their assigned service team (primary Senior Client Executive and other team members). In addition, the Sales Executive will lead a review of the Statement of Work to ensure our service team understands the client's needs and the primary Senior Client Executive will lead a discussion of the overall project. Topics discussed will include expected go-live timeframe, resource commitments on the client side, and other implementation-related items. **Documentation:** Origami will provide a kickoff agenda along with a role and responsibility matrix, outlining all project participants by role and responsibility. Dependent on the needs of the project, Origami can also provide template data request letters at this time for historical providers and/or third-party applications with which Origami is being integrated.
Status Reports	In advance of each status call, Origami will provide an agenda that serves to monitor project progress. The agenda will provide an overview of recent project progress and next steps including both completed and upcoming items or deliverables and issues/risks, as well as mitigation, as needed. These will be reviewed with the client during each project status call. **Documentation:** Reports are provided in an electronic format
Specification Documents	Origami will conduct a complete needs analysis and system design with the client. This typically includes meeting with stakeholders of each user profile to determine the requirements for fields, codes, reports, workflows, integrations, etc. for each coverage. At the conclusion of these meetings, Origami will review the results with the client's project lead to finalize the overall system design and configuration. **Documentation:** Specification documentation is determined by client requirements. Examples of specification documents include users and security, workflow/standard business process requirements, report specifications, third-party integration requirements, etc. These documents are provided in a Microsoft Office format.
Administrative Screens	Using tools available in the administration module, clients can update/configure; account settings, fields/labels/forms, code lists, integrations, users/security, location hierarchies, complex workflows, alerts, and more. The tools are designed to be easy to use and include focused online help and demonstration videos. No custom code or technical experience is required. This gives Origami clients access to configuration tools and self-service options not available in other RMIS solutions. This also makes specific configuration details dynamically available to client users as changes are made. **Documentation:** Administrative screens such as to manage/modify users, roles, data access groups, workflow rules, anonymous collection screens, data dictionary, field/form configuration screens, etc.

Deliverable	Description
Go-live Checklist	Based on discussions with the client, Origami will construct a final go-live and cutover plan for migrating all settings and historical data from the staging environment to the live environment. We will also schedule user training during this downtime as well. **Documentation:** Milestones and key dates related to the successful deployment of the system will be reflected and maintained in Smartsheet.
Product	
Origami Risk TV	Origami Risk TV provides how-to video demonstrations for key system features, accessible from all application screens. **Documentation:** https://live-tv.origamirisk.com/OrigamiTV
Origami Guide	The Origami Guide provides how-to articles for many of the key features of the system (e.g., dashboards and widgets, claims and incidents, locations, policies, etc.). The Origami Guide is accessible via the Help link within the system. **Documentation:** How-to articles for system functions within the application
Context-Sensitive Help	Application screens include written instructional support for more complex features.

Approach and Implementation

a) Provide a narrative demonstrating the Proposer's understanding of the City's needs, goals, requirements, objectives, challenges, the project delivery method, and how the Proposer intends to ensure that the scope, budget, and schedule will be met.

Implementation Approach

Origami's unique implementation methodology emphasizes speed and flexibility. It is founded on an agile approach that uses iterative processes to configure the system to the client's unique needs. Work items are prioritized based on client preference and delivered in iterations allowing for more rapid quality assurance and user acceptance testing by the client. These contemporary tenets are the foundation of our ability to deliver a better product and more accurate implementation in a fraction of the time as our competitors.

During implementation, Origami configures the system for use by the client including system settings, loading data, training users, and other work specified in the contract. Origami manages the overall implementation process, including scheduling and leading meetings, communicating with the team, providing follow-up documentation, and maintaining the project schedule through go-live and the completion of the implementation. The client's provision of timely and accurate specifications, direction, and feedback is essential to the success of the implementation. Throughout the process we use proper change control documents to keep track of iterative decisions made by the team.

Clients can expect continuous collaboration between our team and theirs—the client is actively involved in all aspects of the system design as well as testing and verification of said design. Tools used by Origami to aid the implementation are outlined in the following table.

Tool	Description
Client Toolkit	Origami has developed an internal toolkit reflecting best practices and standards gained from having successfully completed more than 650 client implementations. The client toolkit, leveraged for every implementation, includes checklists and templates related to client onboarding—from initial kickoff to project plan development to go-live activities. Examples include database creation instruction, templates for requesting data extracts from third-party vendors, and encryption instructions and transmission requirements for third-party integrations. The client toolkit aids the Origami Service team in providing a consistent and highly efficient implementation experience across our entire client base.
Smartsheet	Project schedules are created using Smartsheet, offering a collaborative format available to the client in real time as updates are made.

Tool	Description
On-Screen Configuration Tools	Origami initially configures the system for use by the client using on-screen tools available within the administration module of the system. Once live, client administrative users have access to the same tools to make ongoing configuration changes as needed. The tools are designed to be easy to use and include focused online help and demonstration videos. No custom code or technical experience is required. In addition, we provide training to client administrative users on how to use the tools.
Standard Configurations (Migration Tool)	Origami maintains standard configurations specific to the varying markets we serve. Using our configuration migration tool, we can easily migrate configurations (e.g., domains, fields, events, etc.) from one database to another.

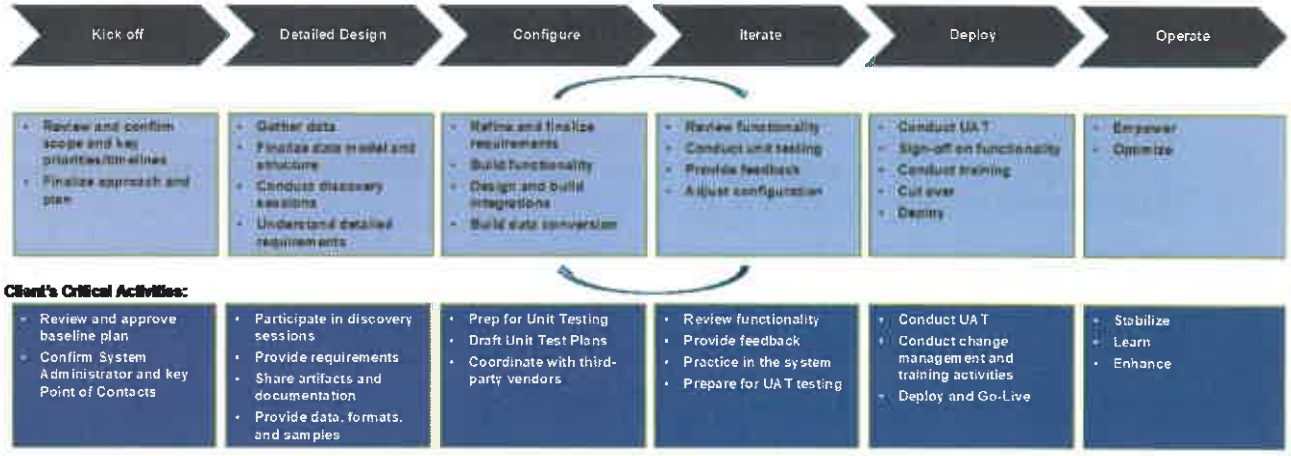
Implementation Guiding Principles

Origami's guiding principles for a successful implementation include:

- Transparent Partnership
  - Immediate and ongoing collaboration and feedback between teams directly correlates with project success.
  - Users gain access to Origami immediately and can see what has been configured and test it in real time—iterative review and testing and key.
- Active Involvement from System Administrator:
  - The role of the system administrator is critical. We recommend the system administrator be identified at the onset of the project and involved from Day 1.
  - The system administrator will be involved in configuration and trained on an ongoing basis.
- Early Identification of Key Points of Contacts
  - Decision makers and individuals authorized to approve functionality must be identified at the beginning of the project.
  - This is critical for review and approval of core functionality, as well as for interfaces and data conversion needs.
- Use Origami as Soon as Possible
  - Our goal is to get clients "live" and benefiting from system use as soon as possible, which could mean going live in phases and staggering the roll out of less time-critical functionality.
  - Origami is a SaaS software built on a single code base which provides many benefits and allows users to benefit from regular updates to functionality.

Key Implementation Phases

Starting day one, Origami engages and collaborates with the client's project stakeholders, offering best practices and always considering how our tools can be enhanced or new functionality can be added to better serve the client. Key implementation phases are subsequently described.



Kickoff Meeting

An initial kickoff call begins the implementation. During this call the client meets their assigned Service team, the Sales Executive leads a review of the statement of work to ensure our service team understands the client's needs, and then the Service team leads a discussion of the overall project. Topics discussed include expected go-live timeframe and resource commitments on the client side as well as other implementation-related items.

Needs Analysis and Design

Prior to any work being completed, Origami conducts a complete needs analysis with the client. This includes meeting with stakeholders of each user profile to determine the requirements for fields, codes, reports, workflows, etc. At the conclusion of these meetings, Origami reviews the results with the client to finalize the overall system design. This process results in a holistic view of the overall system design at the outset of the implementation to avoid short-sighted decisions that may adversely impact the overall system design or compromise the project objectives.

System Configuration and User Acceptance Testing

At the conclusion of the design phase, Origami then configures the system based on the finalized design decisions using an iterative approach. The agile approach is highly dynamic and focuses on responsiveness, adaptability, and client satisfaction—giving way to a more collaborative effort in the design, testing, and delivery of the system—and is what sets Origami apart from our competition. This approach saves our clients significantly in the delivery of their system as rework is minimized and implementation are completed in less time.

During the system configuration process, working meetings are used to ensure key decisions regarding system configuration are being made in conjunction with the client, and concurrent with client users "testing" the system to understand and approve configuration decisions.

Client users are given access to a staging environment, used to configure each deliverable to the client's specifications, test interfaces, load historical data, etc. Configurations are based on iterative feedback in the form of user acceptance testing. This facilitates a tight feedback loop: client users test configurations and provide feedback to Origami who adjusts the configurations as necessary for client users to re-test; and so on. When the client is satisfied with the configurations made in the staging environment, Origami migrates the settings to a live environment.

User Training

Origami employs a unique "active-learning" methodology throughout our implementation process to ensure our clients are informed and familiar with the application as key aspects and modules are discussed. We have

learned the earlier we provide guidance (from day one) on how the system functions, better and more informed decisions can be made on design and solution delivery. We engage our clients with each working meeting and provide video and online training for each subject being discussed as we collaborate on the agenda topics. We have discovered this not only speeds up and improves the quality of implementations, but also provides a substantially more skilled client prior to go live in our application. Client users also have access to Origami Risk TV and the Origami Guide, which provide how-to video demonstrations and articles for key features of the system.

With the combination of active learning through the implementation process and online help, Origami has been able to consistently achieve a significant level of aptitude with most of our clients prior to formal training. This allows us to cover more solution-specific topics during formal training—instead of explaining how to do something, we can explain how the system will work specifically for you.

We conduct formal training during implementation. This training is tailored to the client's users and covers all applicable features. Our approach to training is to design and plan training for each group of similar users. This allows us to customize the training to meet the specific use cases and workflow by audience. We work with the client to identify users and group them by role and use of the system. We use this information to first design the security parameters for each group of users, and then to outline the training requirements by workflow and then by specific module or feature of Origami. Our draft plan is refined with the client's input and finalized.

On Budget Delivery

Origami provides implementations on a fixed-cost basis meaning there are never any surprises to the budget in keeping an implementation on schedule. We manage projects by tracking milestones against the expected dates. If extra time is required to complete a task, we are motivated to add resources to the task ahead of the due date to avoid slippage. Resources are added at no additional cost to the client.

b) Provide an implementation plan for a project of this scope including describing your methodology.

During implementation, Origami configures the system for use by the client including system settings, loading data, training users, and other work specified in the contract. While Origami manages the overall implementation process, the process is collaborative and iterative by design. We use an agile project management methodology to configure the system to the client's unique needs and the client is actively involved in all aspects of the system design. Work items are prioritized based on client preference and delivered in iterations allowing for rapid user acceptance testing and verification by the client.

Rather than simply recreating the old, we view implementations as an opportunity to collaborate with our clients to help them refine and improve their processes. The table below outlines features of our ability to better set up and support our clients' systems.

Feature	Description
Collaborative Process	Ongoing communication is key to getting it right the first time. Implementations involve working closely with clients to examine their existing data, reports, and workflows to see if they support their specific business objectives. This is made possible because each Origami service team member possesses an understanding of risk management and insurance best practices as well as has advanced technology experience. Each member also shares another common trait: a problem-solving mindset that looks for the "why," not just the "what."
Iterative Delivery	Starting week one, clients receive deliverables to review for the week ahead. Origami's service team gathers results and feedback and distributes them in advance of regular meetings that then continue throughout the implementation. This process enables clients to pivot to a more optimal solution, should one arise. It also acts as an additional form of training that prepares users for Go Live well before the arrival of the Go-Live date.

Feature	Description
Expertise and Autonomy	We focus on hiring and retaining people who take ownership of issues. Client executives have the authority to make the changes their clients request—there is no need to escalate an issue or schedule a meeting to get permission. Instead, our client executives roll up their sleeves and get to work.

Implementation Project Plan

Origami approaches each project as a partnership between us and our client. Because of this, we do not use a standard project template; rather, each project is based on client needs and contract terms inclusive of scope, timeline, and resources. While every project is different, one factor is consistent: Origami's effective planning phase results in consistent and on-time delivery.

Upon completion of the first working meeting, where we can dive deeper into the deliverables and identify dependencies and key dates, Origami develops an accurate project schedule based on prioritization of tasks. This includes a detailed breakdown of tasks required by both Origami and the client. Since much of the system is configurable, without the need for custom development, our team can begin the build phase before all design decisions have been completed. We also work with the client to set project priorities and the critical path which gives them the option to start using aspects of the system before the project is complete.

Based on our experience with projects of similar scope and complexity, we anticipate the City's implementation to be in the range of 16 to 24 weeks from the date of contract execution. The following table provides a high-level breakdown from project inception to go-live for an implementation of this range. Please note this is only a sample.

Deliverable	Typical Timing and Duration
Kick-off meeting: • Establish working roles and communication process • Identify critical path items that require immediate action • Designate follow-up tasks for first 2 weeks of project for all parties	Kick-off meeting conducted within **2 to 4 weeks** of contract commencement number of other preliminary tasks.
Working meetings: • Meetings with key stakeholders from each user profile to breakdown data requirements for fields, codes, reports, etc.	Expected within **4 weeks** after kick-off meeting above.
Analysis and design decisions reviewed and confirmed: • Results of working meeting and subsequent discussions are reviewed and finalized by the client lead and Origami for system configuration and data mapping including users, locations, policies, codes, incident entry forms, and claim screens for each line of coverage.	Expected within **3 to 4 weeks** after Working Meeting above.
First pass of general configuration: • Includes claim/incident screens, codes, locations, policies, etc. The system configuration is an iterative process, so as the implementation progresses, the client will be testing and providing feedback to ensure the system is configured to their specifications. • We use proper change control documents to keep track of iterative decisions made by the team throughout the implementation process.	Expected to be complete within **4to 6 weeks** after analysis and design decisions above. Ongoing testing and configuration will continue over the next **4 to 8 weeks.**
Origami receives the historical data for conversion – Excel spreadsheets	Expected to be complete within **4 to 6 weeks** of project commencement.
Initial conversion of historical data to match up with analysis and design decisions above	Expected to be complete within **6 to 8 weeks** of receipt of complete and accurate data.

Deliverable	Typical Timing and Duration
Origami receives TPA claim data for conversion	Expected to be received within **8 weeks** of project commencement.
Initial conversion of TPA data to match up with analysis and design decisions above	Expected to be complete within **6 weeks** of receipt of complete and accurate data.
Report configuration decisions: • Origami and client establish initial list of reports to pre-configure for immediate use.	Expected to be complete within **18 weeks** of project commencement.
Configured reports: • Initial list of reports pre-configured for testing and use.	Expected to be complete within **4 weeks** of Report configuration decisions above.
User rollout and training: • Origami works closely with the client to construct go-live plan, stakeholder communication, change management, and training documentation.	Expected to commence within **18 to 20 weeks** of project commencement.
Go-live activities	Expected to commence within **20 weeks** of project commencement.

c) **Describe professional services, including the number of service/support and User training. Describe the general assistance with the program, configuration of features, and maintenance/modification of any import or export scripts.**

Professional Services Team

The implementation and ongoing support of Origami are provided by members of our Professional Services group. Currently, this group comprises nearly 300 highly experienced individuals and represents roughly 65 percent of our organization. The Professional Services group is broken into smaller teams complete with a Service Delivery Manager, Client Service Executives, Project Managers, Technical Consultants, Solution Architects, and Business System Analysts. The team works as a cohesive unit allowing for knowledge sharing among the team as well as a more focused approach to providing attention to our clients.

Our contracts also include a body of ongoing support hours per year. These hours can be used as the client sees fit. As described in our standard statement of work, professional services include any work performed by Origami professionals on behalf of the client. Examples include user training, general assistance using the system, helpdesk support for users, configuration of new features for client's use, maintenance of screens and system configurations as workflows evolve, configuration of customized reports, maintenance or modifications of any import or export scripts, project management tasks and administration, etc.

System Configuration

Origami's goal is for our clients to take as much control over their system as they wish. As such, Origami is designed to be highly configurable using on-screen tools available within the administration module of the system. The tools are designed to be easy to use and include focused online help and demonstration videos. In addition, we provide training to the client's designated system administrator(s) on how to use the tools. No custom code or technical experience is required.

Origami initially configures the system to meet each client's unique needs. Post-go live, the client has the option to self-service or leverage their dedicated Origami service team for any configuration changes required. The types of configuration changes available to the client include:

- Field and code changes including additions, modifications, and deletions
- Form or screen changes including adding and removing fields
- Creation of workflows and alerts
- Creation of templates for mail merges, emails, and notes
- Creation of ad-hoc reports and custom report templates
- Creation of dashboards and custom dashboard widgets
- Creation of distribution lists for reports and dashboards
- Creation of batch extracts and data imports
- Adding/removing users, including assigning/updating security permissions

This gives our clients control over everything from data integrations, screen design, mail merge documents, advanced workflows, and even the ability to create custom objects and associate them with other entities in the system.

User Training

For a detailed description of user training, please see our response to question e) provided below.

d) Describe additional support that can be provided in years 2 and 3.

Ongoing Support

Our contracts include a body of ongoing support hours per year that the client can use as they see fit. Please see our Proposal pricing for included Service for ongoing support consistent with our recommendation of how you plan to use the system. As described in our standard Statement of Work, professional services include any work performed by Origami professionals on behalf of the client. Examples include:

- User training
- General assistance using the system
- Helpdesk-type support for users
- Configuration of new features for client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modifications of any import or export scripts
- Project management and administrative tasks

Origami's service professionals not only have the expertise and experience to handle the highly complex needs of their clients, but also have the autonomy and decision-making authority to always do what is best for their client. Origami does not have multiple layers of management or silos of departments that must be consulted to provide a response or solution to the client. Those answers and decisions lie at the point of contact—the client's dedicated service team members.

e) Describe what type and how much training will be provided within the scope of the project.

From a training perspective, it is important to note first and foremost, Origami is incredibly easy and intuitive to use. We focus specifically on a simplified, consistent user-interface when building each module and enhancement. Most of our clients can pick it up and start running with minimal or even no introduction at all.

However, training is certainly critical to our clients' success, and we employ multiple levels of engagement in this area to ensure they are fully functional in our application.

We employ a unique "active-learning" methodology throughout our implementation process to ensure our clients are informed and familiar with the application as key aspects and modules are discussed. We have learned the earlier we provide guidance (from day one) on how the system functions, better and more informed decisions can be made on design and solution delivery. We engage our clients with each working meeting and provide video and online training for each subject being discussed as we collaborate on the agenda topics. We have discovered this not only speeds up and improves the quality of implementations, but also provides a substantially more skilled client prior to go live in our application.

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With the combination of active learning through the implementation process and online help, Origami has been able to consistently achieve a significant level of aptitude with most of our clients prior to formal training. This allows us to cover more solution-specific topics during formal training—instead of explaining how to do something, we can explain how the system will work specifically for you.

We conduct formal training during implementation. This training is tailored to the client's users and covers all applicable features. Our approach to training is to design and plan training for each group of similar users. This allows us to customize the training to meet the specific use cases and workflow by audience. We work with the client to identify users and group them by role and use of the system. We use this information to first design the security parameters for each group of users, and then to outline the training requirements by workflow and then by specific module or feature of Origami. Our draft plan is refined with the client's input and finalized.

Typical Training Requirements

End user training takes 60 to 90 minutes depending on the content. Topics typically covered include accessing Origami, locating necessary information, getting help including tool tips, required fields, attaching documents, and running existing reports.

Functional users require a more detailed overview of the critical features of the application. We recommend an initial 2-hour session, a follow-up session in 60 days, and a separate 2-hour session on reports for applicable users. These users are trained on the following functions of the systems:

- System Navigation
- Claims Management
    - Searching for claims
    - Custom views
    - Adding claims
    - Adding and managing notes, tasks, emails, and files
    - Litigation management
- Claims Administration
    - Setting and modifying reserves
    - Adding payments and check processing
- Location/Department Management
    - Tree view

- Updating location information
- Adding and moving locations

- Reporting and Dashboards
  - Creating reports based on templates
  - Creating graphs
  - Adding filters and groupings
  - Ad-hoc reporting
  - Creating dashboards

System administrative users require the most extensive training. We recommend a full day of training; however, we recommend this training be broken up throughout the implementation process rather than all in one day. These users are trained on all the administrative functions of the system including:

- Field changes including additions, modifications, and deletions
- Code changes including additions, modifications, and deletions
- Form or screen changes including adding and removing fields
- Creation of workflows (data entry events and notification triggers)
- Template creation for mail merges, emails, notes, and tasks
- Adding/removing users
- Assigning security roles and permissions to users
- Overview of data update process
- Exception handling for data updates
- Creating report templates
- Creating distribution lists for reports
- Creating dashboards and custom widgets

Please see our Pricing Proposal for training hours included as well as our prior response on how Ongoing Professional Service hours can be utilized on ongoing/refresher training.

f) Describe your licensing options for users with data entry access, administration, reporting, and read-only.

Based on the City's guidance from the RFP documentation and Q+A Process, our pricing is inclusive of:

- 2 System Admin users able to access the System Admin functionality
- 2 Full System Users
- Enterprise Portal License for usage by an unlimited number of individuals to enter up to 1,000 records per year. This will support the City's desired web-based reporting in the field.

ANTI-KICKBACK AFFIDAVIT
TO BE COMPLETED AND UPLOADED ONLINE

STATE OF GEORGIA)
: SS
COUNTY OF FULTON)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 10TH day of MARCH, 2022

Printed Information:

Earnest Bentley
NAME

President, Risk Solutions
TITLE

Bryan Barrios
NOTARY PUBLIC, State of
Georgia at Large

Origami Risk LLC
COMPANY

BRYAN BARRIOS NOTARY PUBLIC GWINNETT COUNTY GEORGIA My Commission Expires 01-08-2026

"OFFICIAL NOTARY SEAL" STAMP

NON-COLLUSION AFFIDAVIT OF PROPOSER
TO BE COMPLETED AND UPLOADED ONLINE

State of GEORGIA)
:
County of FULTON)

Earnest Bentley, being first duly sworn, deposes and says that:

1) He is President, Risk Solutions (Title) of Origami Risk LLC (Name of Corporation or Integrator), the proposer that has submitted the attached RFP:

2) He is fully informed respecting the preparation and contents of the attached submittal and all pertinent circumstances respecting such submittal;

3) Said RFP is genuine and is not a collusive or sham RFP;

4) Further, the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other proposer, integrator or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other proposer, integrator or person to fix the price or prices in the attached RFP or of any other proposer, or to fix any overhead, profit or cost element of the RFP price or the RFP price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) President, Risk Solutions

Subscribed and sworn to before me

This 10TH day of MARCH, 2022

BRYAN BARRIOS Notary Public Gwinnett County, Georgia My Commission Expires 01-08-2026

Bryan Barrios
Notary Public (Signature)

My Commission Expires: 01/08/2026

CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, Earnest Bentley, President, Risk Solutions, on behalf of Origami Risk LLC certify

Print Name and Title — Company Name

that Origami Risk LLC does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Origami Risk LLC	
COMPANY NAME	SIGNATURE
Earnest Bentley	President, Risk Solutions
PRINT NAME	TITLE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Origami Risk LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

222 N. LaSalle Street, Suite 2100

Requester's name and address (optional)

6 City, state, and ZIP code

Chicago, IL 60601

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	4	0	6	0	5	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Rick Stearns* Date ▶ 1/05/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **RISK MANAGEMENT INFORMATION SYSTEM (RMIS)**

Solicitation No.: **RM22-007**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Termination provisions remain subject to the terms and conditions of a contract executed by both parties.

Company Name:	Origami Risk LLC
Authorized Signature:	
Print Name:	Earnest Bentley
Title	President, Risk Solutions
Date:	3/10/2022
Phone:	312-546-6515

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10TH day of MARCH, 2022, by Earnest Bentley on behalf of Origami Risk LLC. He/she is personally known to me or has produced HIS DRIVER'S LICENSE as identification.

Bryan Barrios
NOTARY PUBLIC

BRYAN BARRIOS
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 01-08-2026

BRYAN BARRIOS
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

City of Boynton Beach
General and Specific Exceptions

As a general response to the terms and conditions noted in the Request for Proposal #RM22-007 for the acquisition of an integrated insurance & claims management system (including the terms and conditions contained therein) (collectively, the "RFP"), there are a few items for which Origami Risk may require changes.

Origami Risk, as a SaaS provider with approximately 800 clients in the space, including governmental agencies, public entities, nonprofit public benefit corporations, and institutions of higher learning, is a true multi-tenant SaaS offering that allows all customers to access the Service on a single platform as a single version. The majority of our clients use our standard terms which have been developed based on years of experience delivering our solutions to companies / entities similar to yours. Our documents are designed specifically to support how we conduct business and deliver our software and services and are also based on widely accepted industry standards which provides the rights, obligations and protections appropriate to the services provided by Origami Risk. In addition, our service is a standardized, commercial service that's offered and operationally supported under the same terms and processes for our entire customer base, which provides economies of scale for security and reliability to a degree that a single customer could not achieve on their own. This standardization, along with a reasonable allocation of risk across the entire customer base, is key to our ability to offer an affordable and cost-efficient service. Because all customers are utilizing the same infrastructure and operational support mechanisms, customized terms on an individual customer basis are not possible in certain areas where processes may be automatic or highly standardized. Upon your request, we can provide our standard Software Subscription Agreement for the reasons listed herein for your review.

Submission of our proposal does not constitute a firm offer and it is not our acceptance to the terms and conditions set forth in the RFP. Origami does not view the RFP and the response thereto as contractually binding documents (only the final executed software license and subscription agreement along with executed statements of work or order forms will be binding). Origami Risk may have other changes not set forth below which are necessary to ensure that the final contract reflects the nature of the service, but a few issues that Origami Risk would wish to negotiate before execution of a legal agreement include the following items. We look forward to entering into good faith negotiations with you.

1. **Request for Proposal**
    a. General Conditions
        i. Qualification of Proposer: Due to security concerns, we limit audit rights to financial records only.
        ii. Disputes: We do not generally agree that decision on disputes will be made by the city manager and that it shall be final and binding on both parties.
        iii. Assignment: Generally, the prohibition on assignment runs both ways and requires consent, except for if such transfer (i) is by way of merger, acquisition, or other disposition of all or substantially all of its assets, and (ii) is to a parent or wholly owned sub of a party.
        iv. Liability: Our general company policy is to limit our indemnification obligations to IP infringement claims only. Any additional indemnification obligations will need to be negotiated in good faith between the parties and be subject to reasonable disclaimer of consequential damages and limitations on liability.
        v. As specified / delivery / promotional pricing: These are not applicable to the delivery of a software as a service solution.
        vi. Warranty Requirements: Our warranties survive for the life of the contract. We can agree to warrant that (i) the cloud software service will perform in all material respects in accordance with the agreed upon documentation; and (ii) all professional services rendered will be performed in a professional and commercial reasonable manner consistent with the standard of care exercised by other professionals in the same industry. Any additional warranties will need to be negotiated as part of the final contract.

vii. Invoicing and Payment: Payments are generally due annually upfront on the anniversary date of each contract year. We can also agree to net 30 days from invoice. In addition, due to the highly collaborative nature, we do not generally agree to payment being conditioned on delivery / acceptance. All other payment terms to be negotiated in good faith between the parties.

b. Proposal Submission Requirements
   i. We have approximately 800 clients and submitting our personnel to the consent / approval of any one client is not administratively feasible.

2. **Professional Services Agreement**
   a. Service / Warranties and Representations: Our warranties survive for the life of the contract. We can agree to warrant that (i) the cloud software service will perform in all material respects in accordance with the agreed upon documentation; and (ii) all professional services rendered will be performed in a professional and commercial reasonable manner consistent with the standard of care exercised by other professionals in the same industry. Any additional warranties will need to be negotiated as part of the final contract.
   b. Payment: Payments are generally due annually upfront on the anniversary date of each contract year. We can also agree to net 30 days from invoice. In addition, due to the highly collaborative nature, we do not generally agree to payment being conditioned on delivery / acceptance. All other payment terms to be negotiated in good faith between the parties.
   c. Ownership and Use of Documents: We own full rights to all work product, customizations, and services that we provide to you. You will have full ownership rights over the data that you upload into our systems. The foregoing is industry standard allocation of IP rights when purchasing a SaaS solution. To note, we are not developing any custom software such that it would provide you with any IP ownership rights (e.g., work made by hire).
   d. Indemnification: Our general company policy is to limit our indemnification obligations to IP infringement claims only. Any additional indemnification obligations will need to be negotiated in good faith between the parties and be subject to reasonable disclaimer of consequential damages and limitations on liability.
   e. Insurance: Per company policy, we provide waiver of subrogation and additional insured designation for commercial general liability only. In addition, our auto liability is limited to hired and non-owned cars (we do not own). We can agree to provide notice if we breach insurance requirements within 30 days of such breach. Lastly, to note, we have approximately 800 clients so subjecting our insurance to the consent / approval of any one client is not administratively feasible.
   f. Truth-in-Negotiation Certificate: As a company policy, we do not agree to most favored nation provisions.
   a. Termination / Disputes:
      i. We can generally agree that the non-breaching party has a termination right if the other party materially breaches the contract and does not cure such breach within 30 days of the notice of breach.
      ii. We do not generally agree to termination for convenience provisions as our pricing is based on fixed term contracts.
      iii. We do not generally agree to any rights of setoff or withholding.
      iv. We have full ownership rights in our software, so we do not allow any other party to step into our shoes to complete work.
      v. Full suite of termination rights / remedies to be negotiated in good faith between the parties.

3. **Addenda, Terms, Conditions**
   a. All services and products will be provided in accordance with the final executed contract and executed order forms and statements of work.
   b. Origami does not view the RFP and the response thereto as contractually binding documents (only the final executed software license and subscription agreement along with executed statements of work or order forms will be binding).

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
ORIGAMI RISK LLC

Filing Information

Document Number	M14000003910
FEI/EIN Number	26-4060548
Date Filed	06/05/2014
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/01/2020
Event Effective Date	NONE

Principal Address

222 N. LASALLE STREET - STE. #2100
CHICAGO, IL 60601

Changed: 12/01/2020

Mailing Address

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CHICAGO, IL 60601

Changed: 12/01/2020

Registered Agent Name & Address

INCORP SERVICES, INC.
17888 67TH COURT NORTH
LOXAHATCHEE, FL 33470

Authorized Person(s) Detail

Name & Address

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Annual Reports

Report Year	Filed Date
2020	04/27/2020
2021	02/03/2021
2022	01/31/2022

Document Images

01/31/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
12/01/2020 -- LC Amendment	View image in PDF format
04/27/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
01/15/2015 -- ANNUAL REPORT	View image in PDF format
06/05/2014 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

REQUEST FOR PROPOSALS (RFP)
FOR
RISK MANAGEMENT INFORMATION SYSTEM (RMIS)
RFP No. RM22-007

CITY OF BOYNTON BEACH CITY HALL
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

ONLINE SUBMISSIONS ONLY
RFP CLOSING DATE:
NO LATER THAN MARCH 14, 2022, 2:30 P. M.

Question Deadline: **February 24, 2022, No Later Than 12:00 P.M.**

REQUEST FOR PROPOSAL
FOR RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

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Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323

NOTICE TO PROPOSERS

Electronic Proposals shall be received by the bidding system no later than **March 14, 2022, No Later Than 2:30 PM (Local Time).**

All Proposals will be publicly opened and only the names of the Proposers will be disclosed. RFP's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that you allow sufficient time to complete your online submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach is seeking the services of an experienced firm qualified to provide a Risk Management Information System (RMIS) software to manage the City's insurance claims that meet the requirements of the City. The Proposer will provide software and all services necessary to implement and maintain an RMIS for the City. The RMIS software should provide an overall solution for managing incidents and insurance claims, specifically property and casualty claims, cost of risk exposure analysis, as well as ongoing maintenance and technical support. It is the goal of the City to maintain all of its claims and associated data on the same system. The City is seeking services for a two-year base term with three additional one-year renewal options to extend the service agreement.

ELIGIBILITY:

A. Proposers must have five (5) years of experience in providing customizable, off-the-shelf RMIS with claims functionality for governmental agencies.

B. Proposers will be eligible to respond to this Request for Proposal if the proposing firms demonstrate that they or the principals assigned to this project have successfully completed services similar to those specified in the Scope of Services of this RFP.

C. Proposers must include as a part of the RFP submittal, sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP.

D. Proposers' technical specifications need to include the ability to be compatible with the City's current Third-Party Administrators: Commercial Risk Management for workers' compensation claims and Tristar Claims Management Services, Inc. for liability and property claims.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each

competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract rejects all bids or responses or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for an award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

CITY OF BOYNTON BEACH

REQUEST FOR PROPOSAL
FOR RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

RFP No. RM22-007

SECTION 1 – OVERVIEW, BACKGROUND, AND SCOPE OF SERVICES

OVERVIEW

Risk Management uses proactive strategies to protect the City's resources, especially its most important human assets and provides timely customer service with competence and compassion. The project objective is to select a system that will enhance the services to our clients and external contacts. It is the preference of the City to obtain a web-based (vendor-host) program that will provide secure and reliable access. It is the goal of the City to maintain all of its claims and associated data on the same system. The system selected through this solicitation must provide the ability to collect claim information, administer claims, track reserves, payments, and transactions, capture, process, and report relevant data, and interface with third-party Administrators (TPAs) such as Commercial Risk Management and Tristar Claims Management Services.

BACKGROUND

Information and background regarding the City of Boynton Beach, ITS department, and its programs may be found on our official website at www.boynton-beach.org.

Boynton Beach is a full-service City located within the boundaries of Palm Beach County. Commission Members are elected one from each district, and a Mayor is elected at large on a non-partisan basis for three-year terms. The City Commission appoints the City Manager, who is the Chief Administrative Officer of the City and directs the business of the City and its various departments. The City Commission determines policy, adopts legislation, approves the City's budget, sets taxes and fees, and appoints the City Attorney and members of various boards and committees.

The City provides a full range of municipal services. The public safety program includes police and fire protection. The Recreation and Parks Department provides services for the Oceanfront Park, Denson Pool, tennis courts, many neighborhood parks, and multiple community centers to provide a well-rounded, active recreation program. The City also operates the Links Golf Course and the City of Boynton Beach Library. The Public Works Department provides essential street construction and highway maintenance, sanitation, and other technical construction assistance to the City. The Utility Services department provides water and waste water services. Additional services provided include building inspection, planning, zoning, engineering, and cemetery, as well as general administrative services.

The City's goal is to maintain all of its claims information and associated data on the same system and to have robust reporting features for trending and analysis.

TERM OF CONTRACT

The initial term of the contract awarded shall be for a two (2) year period with three (3), one (1) year renewal periods if mutually agreeable and determined to be in the City's best interests.

BUDGET

The City has budgeted $95,000 for software, hardware, and implementation costs associated with this solicitation.

SCOPE OF SERVICES

The desired software solution is expected to support all of the key functions of the Risk Management Division including the standard functionality of any RMIS. Unique/additional features will be considered on a case-by-case basis. The expected scope of work includes the software and the implementation services, including data conversion, training, configuration assistance, and the potential development of custom interfaces. A detailed scope of work will be developed once this solicitation is awarded. The City reserves the right at the time of contracting to select which functionalities outlined in the solicitation are necessary to be purchased and implemented. This solicitation intends to evaluate all general and industry-standard functionalities available to the City for RMIS.

The City is seeking a proposal from a vendor that is qualified in integrating an Internet-based information system used to aggregate risk data to help decision-makers evaluate business risks, risk exposure, protection measures, and risk management for current and future needs of the Risk Management Department. The system shall allow functionality for the City's existing Third-Party Administrators (TPAs) to be able to communicate and have a central "hub".

IMPLEMENTATION

- Vendor will manage the overall implementation process including scheduling and leading meetings, communicating with the implementation team, providing follow-up documents, and maintaining project schedules throughout the process.
- Vendor will work with the City to ensure a smooth and secure implementation process.
- Vendor will ensure that automated interfaces, imported from third-party systems, include the following data transfers:
    - Claims
    - Notes
    - Tasks
    - Contacts
    - File attachments
    - Transactions
- Vendor will work with the Risk Management Department to develop a roadmap for the City for moving from managing claims to performing Enterprise Risk Management. This will include the incremental steps needed to implement, sustain, and improve our program.

REQUIREMENTS

The successful vendor shall work with the City to compile information to obtain a clear understanding of the City's current operating processes and develop a functional system possessing, at a minimum, the following capabilities:

TYPE OF SYSTEM:

- Hosting of applications and data in a secure internet-based environment. The capacity of 7,500 incidents/claims with the ability to archive and expand. Storage of 1 TB with the ability to archive and expand.

- Include all open claims (i.e. Workers Compensation, Property, Automobile, General Liability).
- Include all closed claims from the last five (5) years.

POLICY MANAGEMENT:

- Track all City lines of current and historic insurance policies and programs(s). Ability to use calculations to review actual loss history and apply different retention limits when reviewing annual insurance purchases.

CONTRACT / EMPLOYEES:

- Ability to add unlimited contacts/employees related to claims, incidents, locations, etc…

LOCATIONS / HIERARCHIES:

- Ability to capture all location and hierarchy details including COPE data and exposure values and findings/recommendations for a given property/location.

TOTAL COST OF RISK (TOCR):

- Ability to create allocation models based on locations/hierarchies to tie together claim/loss history, exposure information, and set costs to distribute Risk Management costs throughout the organization.

VENDOR MANAGEMENT / CERTIFICATES OF INSURANCE:

- Management of third-party / vendor insurance and Certificate of Insurances (COIs). Prefer a system that has the functionality to scan COIs for automated review of satisfying minimum limits.

INCIDENT INTAKE AND PROCESSING:

- Allow for unlimited City users to report (import/upload) incident reports and supporting pictures and information. Ability to convert incidents to claims.

INCIDENT MANAGEMENT:

- The incident management system would be able to house all of the incident details captured in the database. Ability to allow Users to review incident details, set tasks, add notes/files, and convert incidents to claims in this system.

CLAIMS MANAGEMENT:

- The system would house claims details for all risk-related claims. Ability to allow Users to review claim details, set tasks, add notes/files, update financials, reserve worksheets, and track lost time details.

CLAIMS ADMINISTRATION:

- Customizable full-access to update/configure account settings: including but not necessarily limited to: fields, labels, forms, code lists, users and security, locations, etc. Create complex workflows and notifications custom fields, diagnosis codes, code dependencies, custom data validations, data entry events, mail merge templates, code tables, custom forms, custom views, custom alerts, trend notifications, and trend notifications and note templates. Ability to potentially integrate or accept data feed from current TPAs.

WORKER'S COMPENSATION:

- Ability to automate form creation/distribution and status updates. Ability to tie claim to the incident and report on all expenses. Ability to potentially integrate or accept data feed from current TPAs.

ASSET MANAGEMENT:

- User ability to review specific assets and review if incidents are occurring and how to mitigate them. For example, if there is repeated property damage to an asset belonging to the City, we should be able to link the damage to the specific asset and take steps to mitigate based on the collected information

PROPERTY, EXPOSURES, AND ASSETS:

- Allows for tracking and management of assets and values related to the City's exposures. Ability to use a dashboard to review the assets and to capture details on assets associated with a given location or territory. Users would be able to define the asset type and the details captured for each asset.

FLEET:

- The ability for Users to utilize a fleet dashboard/program to capture vehicle details in the database and track the location history of a given vehicle. In addition, being able to map out specific geographical locations where the most fleet-related incidents/damage occur would assist in training and retention with the fleet vehicles

FLEET / VEHICLE MANAGEMENT:

- Allow users to identify a specific fleet vehicle and be able to review any documented notes from the Fleet Division. In addition, the ability to identify take-home vehicles owners and schedule more easily the maintenance on these vehicles.

WEATHER EVENTS:

- The ability to track severe weather events and other time-sensitive notifications with a feed from the NOAA and other weather-related programs. Users can select the type, urgency, and severity of events that will trigger a notification email. This would especially be helpful with King Tide events, severe flooding, hurricanes, and specific days when the weather is extreme.

REPORTING / DASHBOARD / ANALYTICS:

- Allows users to create, run, schedule, and distribute reports. The desired system contains an extensive library of report templates, but also includes true ad-hock reporting with drag and drop capabilities. Users may also create their templates by creating new templates from scratch or updating existing templates to meet their needs. Clients may create distribution groups to segment and distribute data to their user group based on location or coverage. The reports may be queued to run on a schedule or an as-needed basis.

METRICS AND CALCULATIONS:

- Allow Users the ability to design specific target metrics for various purposes and have some sort of alert when the metric reaches a specified threshold. For example, if there are recent incidents in the same area, similar incidents in general, and/or repeated asset damage in a specified amount of time.

WORKFLOW FEATURES:

- The ability to have supervisors utilize the workflow and create incident reports from their mobile devices. This would be uploaded immediately to the system where Risk Management would get the information in real-time to review and address.

WORKFLOW AVAILABLE FUNCTIONS:

- Mobile uploading of reports and multiple levels of users.

ENTERPRISE RISK MANAGEMENT (ERM):

- The ERM function needs to support providing actionable information to stakeholders. Risk registers and heat maps are needed to have a visual of the factors affecting Risk. Being able to produce intelligence from the ERM functions that shape decisions.

COMPLIANCE AND REGULATORY MANAGEMENT:

- Allow users to establish different specific compliance measures and to be alerted for periodic review of compliance. For example, having quarterly safety inspections with alerts, forms, and additional information readily available. Customization on this would also be key.

COMPLIANCE AUDIT INSPECTION:

- Ability to establish audits of the various reports and set metrics for thresholds. For example, if there are multiple incidents within the same division/department it would assist in alerting with key information to bring to an inspection.

CRISIS MANAGEMENT:

- Possible ability to go into a "crisis" mode where during a crisis, information is able to be tracked and accessible. For example, during a hurricane being able to manage assets pertaining to mutual aid and other relevant situations.

OTHER REQUIREMENTS:

- Training
- Ongoing Customer Support Services
- Required Pricing Proposals:
    - Price for complete system implementation; and
    - Price for a complete system (all functionality/capabilities); and
    - Price for a vendor-recommended package of modules with option(s) for system expansion.

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REQUEST FOR PROPOSAL
FOR RISK MANAGEMENT INFORMATION SYSTEM

RFP No. RM22-007

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 Electronic Requests for Proposals (RFP's) shall be received by the bidding system no later than **March 14, 2022, No Later Than 2:30 PM (Local Time).**

2.2 Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Proposer to have their RFP submittal submitted online.

2.3 Proposers shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.

2.4 It is the responsibility of the Proposers to have received all Addenda that are issued. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Bid and up until Bid closing time and date in the event, additional addenda are issued.

2.5 To obtain documents online please visit Boynton-beach.bidsandtenders.net. You can preview the bid documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

2.6 ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System. Hardcopy submissions are not permitted.

2.7 Proposers are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.

2.8 For the above reasons, it is recommended that sufficient time to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

2.9 Proposers should contact *Bids & Tenders* support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact *bids&tenders* support at support@bidsandtenders.ca.

2.10 Late Submittal Responses are not permitted by the Bidding System.

2.11 To ensure receipt of the latest information and updates via email regarding this Invitation to Bid, or if a Proposer has obtained this Solicitation from a third party, the responsibility is on the Proposers to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

2.12 All expenses for making RFP responses to the City are to be borne by the Proposers.

2.13 A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Invitation to Bid for review. The City reserves the right to modify the contract language prior to execution.

2.14 Each proposer, by submission of a bid response, acknowledges that in the event of any legal action challenging the award of an RFP; damages, if any, shall be limited to the actual cost of the preparation of the ITB.

2.15 References to the term “bid” shall be construed to mean “proposal”.

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FOR RISK MANAGEMENT INFORMATION SYSTEM

RFP No. RM22-007

SECTION 3 – GENERAL CONDITIONS

1. FAMILIARITY WITH LAWS: The qualifier is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment. Ignorance on the part of the qualifier will in no way relieve them from responsibility.

2. RFP FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts, and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date, and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

3. EXECUTION OF RFP: Proposal must contain an original signature of a representative who is legally authorized to contractually bind the Proposer.

4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.

5. RFP DEADLINE: It is the Bidder's responsibility to assure that the BID is submitted electronically by or at the proper time and date prior to the BID deadline. Late Submittal Responses are not permitted by the Bidding System

6. RIGHT TO REJECT RFP: Right is reserved to reject any or all RFP's and to waive technical errors, or to accept any RFP's that are in part deemed as the best responsible qualifier which represents the most advantageous RFP to the City. In determining the "most advantageous RFP", price, quantifiable factors, and other factors are considered. This would include specifications, the proposed schedule, the proposed price, and other factors contributing to the overall acquisition cost of this service.

   Consideration may be given, but not necessarily limited to conformity to the specifications, including timely delivery, product warranty, a qualifier's proposed service, ability to supply and provide service, delivery to required schedules, and past performances in other Contracts with the City or other government entities.

7. RIGHTS OF THE CITY: The City expressly reserves the right to:

   A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it if it is determined that total cost is lower and the overall function is improved or not impaired;
   B. Waive any defect, irregularity, or informality in any bid or bidding procedure;
   C. Reject or cancel any or all bids;
   D. Reissue an Invitation to Bid;
   E. Extend the bid deadline time and date;

F. Procure any item by other means;
G. Increase or decrease the quantity specified in the Invitation to Bid;
H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

8. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective qualifier has:

   A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
   B. A satisfactory record of performance;
   C. A satisfactory record of integrity;
   D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
   E. Supplied all necessary information in connection with the inquiry concerning responsibility.

9. QUALIFICATIONS OF PROPOSER: The City will only consider solicitation responses from companies normally engaged in performing the type of work specified within the Contract Documents. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. Refer to Special Conditions for Additional Qualifications or Certification Requirements (if applicable). The City reserves the right to inspect the facilities, equipment, personnel, and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate an inability to perform. The City reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to a successful Vendor. Vendor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

10. DISQUALIFICATION OF PROPOSER: More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All Bids shall be rejected if there is reason to believe that collusion exists between Bidders. Automatic disqualifiers are as follows:

    A. Not including an executed Bidder signature.
    B. Not being licensed to perform the required work or to provide the required product.
    C. Not being eligible to bid due to violations listed under Item No.38, "Public Entity Crimes."
    D. Not completing the Bid Submittal Forms as required.

11. INFORMATION AND DESCRIPTIVE LITERATURE: Proposers must furnish all information requested in the spaces provided on the RFP form. Further, as may be specified elsewhere, each qualifier must submit for RFP evaluation cuts, sketches, descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous RFP or on file with the buyer will not satisfy this provision.

12. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific BID no later than ten (10) days prior to the RFQ deadline. Inquiries must reference the date by which the BID is to be received.

13. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

    All Proposers must disclose with their proposal, the name of each of its employees, agents, or relatives who are employees of the CITY.

The Proposer represents and warrants to the CITY that no officer, employee, or agent of the CITY has any interest either directly or indirectly, in the business of the Bidder to be conducted hereunder. The Bidder further represents and warrants to the CITY that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract and that it has not paid, or agreed to pay any person, company, corporation, individual, or Firm, other than the bona fide personnel working solely for the Bidder for a fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this contract. The Bidder also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract to employ or retain the services of any person, company, individual, or Firm in connection with carrying out this contract. It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the CITY shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

A. The Bidder represents that it presently has no interest, either direct or indirect while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee, or agent of the CITY.

B. The Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict of interest.

C. The Bidder shall promptly notify the CITY in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest, or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the Bidder. If in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the CITY shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the Bidder under the terms and conditions of this Contract. If the CITY determines that such potential relationship constitutes a conflict of interest, Bidder shall be in violation of its contract with the CITY if it enters into any relationship whatsoever with the prospective business.

14. TRADE SECRET: Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

15. SUBCONTRACTING: If a qualifier subcontracts any portion of a Contract for any reason, they must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all RFP's wherein a subcontractor is named and to make the award to the qualifier, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject the RFP of any qualifier if the RFP names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

16. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Bidder's through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Bidder to have received ALL addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the bid closing time and date in the event, additional addenda are issued. If a Bidder submits their bid prior to the BID closing time and date and addenda have been issued, the Bidding System shall WITHDRAW the Bidder's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Bidder can view this status change in the "MY BIDS" section of the Bidding System.

    The Bidder is solely responsible to:

    A. make any required adjustments to their Bid; and
    B. acknowledge the addenda; and
    C. ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date

17. ESCALATOR CLAUSE: Any RFP which is submitted subject to an escalator clause will be rejected.

18. ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted: **"BID IS FOR SPECIFIED QUANTITY ONLY".**

19. EXCEPTIONS: Incorporation in an RFP of exceptions to any portion(s), of the Contract documents may invalidate the RFP. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the qualifier's RFP on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the RFP. The use of qualifier's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

20. ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

21. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

22. ANTITRUST CAUSE OF ACTION: In submitting an RFP to the City of Boynton Beach, the respondent offers and agrees that if the RFP is accepted, the respondent will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tender's final payment to the respondent.

23. GOVERNMENTAL RESTRICTIONS: In the event, any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the successful qualifier to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

24. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the qualifier will in no way be a cause for relief from responsibility.

25. ON PUBLIC ENTITY CRIMES - All Request for Proposal Invitations as defined by Section 287.012(11), Florida Statutes, Requests for Proposal as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

    "A person or affiliate who has been placed on the convicted Professional list following a conviction for public entity crime may not submit an RFP on a contract or provide any goods or services to a public entity, may not submit an RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFP's 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 business 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 Professional list".

26. ADVERTISING: In submitting an RFP, the qualifier agrees not to use the results therefrom as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE TO CONTRACT CONDITIONS**".

27. ASSIGNMENT: Any Purchase Order issued pursuant to this RFP invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

28. LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, attorney fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) business days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim, suit, or action. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees, and damages that may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

29. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the Professional, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, school boards, political subdivisions, counties, and cities. Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

30. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price, and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified

31. FUNDING OUT: The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

32. AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

33. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

34. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor, and any necessary shipping. Warranty repairs may be accomplished on City property if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

35. PRICES, TERMS, AND PAYMENT: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be so fixed and firm for a period of ninety (90) calendar days. Prices must be submitted as outlined in the bid specifications. Generally, the prices must be submitted in units of quantity whereby both unit price and the extended total shall be submitted. In case of discrepancy in computing the amount of the Bid, the Unit Price quoted shall govern. All prices shall be F.O.B. destination, freight pre-paid (unless otherwise stated in the Special Conditions). Award, if made, shall be in accordance with the terms and conditions stated herein. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after installation and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

    All payments shall be governed by the Local Government Prompt Payment Act, F.S. § 218.

36. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

37. MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, delivery instructions, bid prices, extensions, and all instructions pertaining to the ITB.

38. INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. If progress payments are applied for, all invoicing and payments shall be as stipulated under the Special Conditions section titled "Progress Payments".

All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

All invoices submitted shall consist of an original and one (1) copy and:

A. Contain the Bidder's Federal Employer Identification Number.
B. Clearly reference the subject Contract or Purchase Order number;
C. Provide sufficient salient description to identify the goods or services for which payment is requested;
D. Must be an original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated CITY employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The CITY shall accept partial deliveries.

Timely submission of properly certified invoice(s) shall be in strict accordance with the price(s) and delivery elements as stipulated in the Contract document. The CITY's term of payment, unless otherwise stated in the Contract or Purchase Order documents is "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the CITY and appear on the Contract or Purchase Order document to be binding on the CITY.

Should the CITY return an invoice for correction, the Vendor shall resubmit a corrected invoice to the CITY for processing.

39. PROMOTIONAL PRICING: In addition, Bidder shall offer to the CITY, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor such item(s) and report any that are or shall be offered at a lower price.

40. CONTRACTUAL AGREEMENT: The submission of a Bid constitutes a firm offer by the Bidder. Upon acceptance by the CITY, the Procurement Services Division shall issue a notice of award and purchase order(s) and/or contract for any supplies, equipment, and/or services as a result of this Bid. The Invitation to Bid and the corresponding purchase order(s) and/or contract shall constitute the complete agreement between the successful Bidder and the CITY. Unless otherwise stipulated in the Bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

41. LICENSE AND PERMITS: It shall be the responsibility of the successful qualifier to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Assistant to the Finance Director and City Inspectors.

42. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Qualifier certifies that all material, equipment, etc., contained in this RFP meets all O.S.H.A. requirements. Qualifier further certifies that if awarded as the successful qualifier, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the qualifier.

    Qualifier certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

43. PALM BEACH COUNTY INSPECTOR GENERAL: The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower-tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

44. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City 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 CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US

45. LOCAL BUSINESS PREFERENCE; The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue-generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.** Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

46. DIRECT OWNER PURCHASES: The CITY reserves the right to issue purchase orders for materials to either the Contractor's or the CITY's suppliers for construction/public works-related materials.

47. SCRUTINIZED COMPANIES - 287.135 and 215.473: By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

48. E-VERIFY: Contractor / Progressive Design-Build Team is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    A. Definitions for this Section:

    "Contractor / Progressive Design-Build Team" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor / Progressive Design-Build Team" includes, but is not limited to, a vendor or consultant.

    "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor / progressive design-build team or another subcontractor in exchange for a salary, wages, or other remuneration.

    "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

    B. Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors / Progressive Design-Build Team, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor / Progressive Design-Build Team shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor / Progressive Design-Build Team to perform employment duties within Florida during the term of the contract; and
B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor / Progressive Design-Build Team to perform work pursuant to the contract with the City of Boynton Beach. The Contractor / Progressive Design-Build Team acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
C. The Contractor / Progressive Design-Build Team shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor / Progressive Design-Build Team shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor / Progressive Design-Build Team shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract

must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor / Progressive Design-Build Team, the Contractor / Progressive Design-Build Team may not be awarded a public contract for a period of one (1) year after the date of termination.

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REQUEST FOR PROPOSAL
FOR RISK MANAGEMENT INFORMATION SYSTEM

RFP No. RM22-007

SECTION 4 – PROPOSAL SUBMISSION REQUIREMENTS

1. SUBMISSION OF PROPOSALS

A. **General Requirements.** The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this REQUEST FOR PROPOSALS. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Proposal should demonstrate the qualification of the Firm and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the REQUEST FOR PROPOSALS requirements.

The selected Firm shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Firm will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFP.

B. **Certification and Licenses.** Proposers must include with their Proposals, copy(ies) of all applicable certificates and licensing and business permits related to the Work specified herein.

C. **Detailed Proposal.** Each of the seven (7) sections listed below shall be completed online through the bidding system.

1) Letter of Interest
The letter of interest shall summarize the Proposer's primary qualification and the firms' commitment to providing the proposed services

2) Firm's Qualifications

a) Complete the Proposer's Qualification Statement

b) Describe the Firm and provide a statement of the Firm's Qualifications for performing the requested services. Identify the services, which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your Firm's staff.

3) Qualifications of Project Team and availability of specialty resources
Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

a) An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key project members".

b) Provide resumes for all key project members outlining the relevant experience and education.

c) Sub-Consultant firms and key personnel from these firms shall be clearly identified. Proposers are to recognize that the City will not allow the substitution of key project members during the Contract period without the agreement of the City.

4) Current and Projected Workload of the Proposer

Provide quantitative data that clearly indicates the ability of the proposer to devote the necessary resources to successfully complete the services and projects in a timely manner. Current and projected workload data shall be provided for each key project member as follows:

a) Current project work listing and remaining labor commitments.
b) Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.
c) Projected workload of project management activities as defined in the scope of services.

5) Approach and Implementation

a) Provide a narrative demonstrating the Proposer's understanding of the City's needs, goals, requirements, objectives, challenges, the project delivery method, and how the Proposer intends to ensure that the scope, budget, and schedule will be met.

b) Provide an implementation plan for a project of this scope including describing your methodology.

c) Describe professional services, including the number of service/support and User training. Describe the general assistance with the program, configuration of features, and maintenance/modification of any import or export scripts.

d) Describe additional support that can be provided in years 2 and 3.

e) Describe what type and how much training will be provided within the scope of the project.

f) Describe your licensing options for users with data entry access, administration, reporting, and read-only.

6) References – Past Performance

Provide a list of three (3) governmental agencies references for similar contracts for which the Proposer has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Name of Project 3) Address and 4) Contact Name, Email Address, and Telephone Number. The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designees will **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

7) Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included in order for your submittal to be completed and accepted.

a) Online Forms
- ☐ Price Proposal
- ☐ Letter of Interest
- ☐ Confirmation of Minority-Owned Business
- ☐ Local Business Certification
- ☐ References
- ☐ Schedule of Sub-Consultant/Sub-Contractor

b) Upload Online
- ☐ Firm's Qualifications
- ☐ Qualifications of Project Team and Specialty Resources
- ☐ Current Projected Workload of the Proposer
- ☐ Approach and implementation
- ☐ Anti-Kickback Affidavit
- ☐ Non-Collusion Affidavit
- ☐ Certification Pursuant to Florida Statute § 287.135
- ☐ Professional Licenses / Permits / W-9
- ☐ E-Verify Form
- ☐ Supplemental Information Relative to this RFP

c) Online Acknowledgements
- ☐ Proposer acknowledgment
- ☐ Palm Beach County Inspector General
- ☐ Confirmation of Drug-Free Workplace
- ☐ Addenda acknowledgment

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REQUEST FOR PROPOSAL
FOR RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

RFP No. 074-1710-21

SECTION 5 – EVALUATION OF PROPOSALS

1. EVALUATION CRITERIA

The City will designate a Selection Committee to review and evaluate all proposals submitted in response to this solicitation. The Committee shall conduct a preliminary evaluation of all responses based on the information provided and other evaluation criteria as set forth in this solicitation. The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP, and will be evaluated as follows:

CRITERIA	POSSIBLE POINTS
1. Approach and Implementation	45
2. Firm Qualifications	30
3. Proposed Fees	10
4. References	10
5. Local Preference	5
TOTAL	**100**

A. Evaluation Process

1. A Selection Committee consisting of City staff members, and an outside consultant(s), if deemed necessary, will review each written submission for compliance with the requirements of the RFP, including verifying that each Proposal includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

2. The Selection Committee will evaluate, score and rank all responsive and responsible proposals based on the requirements of the RFP and may create a short list of a minimum of three (3) firms deemed to be the most highly qualified to perform the required services. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received.

3. The Selection Committee may at its sole discretion, request additional information or clarification of any information submitted by Respondent(s).

4. A Selection and Evaluation Committee meeting will be publicly noticed. The Committee scores will be opened and ranked. (Audience may not participate in discussions).

5. Upon final ranking, the list of proposers recommended for an award will be submitted to the City Commission for approval.

6. Upon approval by the City Commission, the City will negotiate an agreement(s) based on the attached draft contract found in Appendix “B” developed from this REQUEST FOR PROPOSALS. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. Assuming the successful negotiation of an agreement, the final contract(s) will be submitted to the City Commission for their consideration and approval.

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APPENDIX “A”

PROPOSER'S QUALIFICATION STATEMENT

TO BE COMPLETED AND UPLOADED ONLINE – FIRM'S QUALIFICATIONS

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:

Name: _____

Address: _____

CITY, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Email Address.: _____

Check One	
Corporation	
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

   c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

   _____

   _____

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

   _____

6. How many years has your organization been in business under its present business name?

   _____

   Under what other former names has your organization operated?

   _____

   _____

   _____

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

   _____

   _____

   _____

8. Did you attend the Pre-Proposal Conference if any such conference was held?

   YES ☐ NO ☐

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

   _____

   _____

   _____

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

11. State the name of the individual who will have personal supervision of the work:

_____

12. State the name and address of the attorney, if any, for the business of the Proposer:

_____

_____

_____

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

_____

_____

_____

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

_____

_____

_____

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

_____

_____

_____

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References:

Bank **Address** **Telephone**

_____

_____

_____

_____

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

_____

_____

_____

_____

_____

_____

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

_____

_____

_____

_____

_____

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES ☐ NO ☐

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

_____

_____

_____

22. What will be your turnaround time for written responses to City inquiries?

_____

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

_____

_____

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

_____

_____

_____

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

_____

_____

_____

_____

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

_____

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 2022

_____

Notary Public (Signature)

My Commission Expires: _____

ANTI-KICKBACK AFFIDAVIT

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ , 2022 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

NON-COLLUSION AFFIDAVIT OF PROPOSER
TO BE COMPLETED AND UPLOADED ONLINE

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached RFP:

2) He is fully informed respecting the preparation and contents of the attached submittal and all pertinent circumstances respecting such submittal;

3) Said RFP is genuine and is not a collusive or sham RFP;

4) Further, the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other proposer, integrator or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other proposer, integrator or person to fix the price or prices in the attached RFP or of any other proposer, or to fix any overhead, profit or cost element of the RFP price or the RFP price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____	_____
COMPANY NAME	SIGNATURE
_____	_____
PRINT NAME	TITLE

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **RISK MANAGEMENT INFORMATION SYSTEM (RMIS)**

Solicitation No.: **RM22-007**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
   a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
   b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
   c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____

Serial number, if any

PRICE PROPOSAL

BID PROPOSAL WILL BE INPUT INTO THE BIDDING SYSTEM – BIDS & TENDERS

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for the "RISK MANAGEMENT SYSTEM (RMIS)".

Pricing should be itemized by the cost of the training, project implementation, professional services, maintenance, and licensing fees. The proposed fees must contain all direct and indirect costs including all out-of-pocket expenses. Also, identify any other costs and services you feel are pertinent to this project and any discounts that may be available.

Pricing is evaluated separately after the Proposals have been evaluated. The City of Boynton Beach reserves the right to select a vendor whose pricing is determined to be in the best interest of the City.

Please submit one pricing proposal for each of the requested options:

- Required Pricing Proposals:
  - Price for complete system implementation; and
  - Price for complete system (all functionality/capabilities); and
  - Price for a vendor-recommended package of modules with option(s) for system expansion.

Complete System Implementation				
Item	**Unit**	**Quantity**	**Unit Cost**	**Total**
Implementation Planning	Hour			$
Configuration	Hour			$
Installation Assistance	Hour			$
Project Management	Hour			$
Testing	Hour			$
End User Training	Hour			$
Administrator Training	Hour			$
Training Plans & Materials	Hour			$
License Costs	Annual			$
Recurring/Maintenance Costs	Annual			$

Complete System (all Functionality/capabililties)				
Functionality/Capabilities	**Description**	**Available***	**Component Cost**	**Notes**
Policy Management	Track all City lines of current and historic insurance policies and programs(s). Ability to use calculations to review actual loss history and apply different retention limits when reviewing annual insurance purchases.			
Contract / Employees	Ability to add unlimited contacts/employees related to claims, incidents, locations, etc.			
Locations / Hierarchies	Ability to capture all location and hierarchy details including COPE data and exposure values and findings/ recommendations for a given property/location.			
Total Cost of Risk (TOCR)	Ability to create allocation models based on locations/ hierarchies to tie together claim/loss history, exposure information, and set costs to distribute Risk Management costs throughout the organization.			
Vendor Management / Certificates of Insurance	Management of third party / vendor insurance and Certificate of Insurances (COIs). Prefer a system that has the functionality to scan COIs for automated review of satisfying minimum limits.			
Incident Intake and processing	Allow for unlimited City users to report (import/upload) incident reports and supporting pictures and information. Ability to convert incidents to claims.			
Incident Management	The incident management system would be able to house all of the incident details captured in the database. Ability to all ow users to review incident details, set tasks, add notes/files, and convert incidents to claims in this system.			
Claims Management	The system would house claims details for all risk-related claims. Ability to allow users to review claim details, set tasks, add notes/files, update financials, reserve worksheets, and track lost time details.			
Claims Administration	Customizable full access to update/configure account settings: including but not necessarily limited to: fields, labels, forms, code lists, users and security, locations, etc. Create complex workflows and notifications custom fields, diagnosis codes, code dependencies, custom data validations, data entry events, mail merge templates, code tables, custom forms, custom views, custom alerts, trend notifications, and trend notifications and note templates. Ability to potentially integrate or accept data feed from current TPAs.			
Worker's Compensation	Ability to automate form creation/distribution and status updates. Ability to tie claim to the incident and report on all expenses. Ability to potentially integrate or accept data feed from current TPAs.			
Asset Management	User ability to review specific assets and review if incidents a re occurring and how to mitigate them. For example, if there i s repeated property damage to an asset belonging to the City, we should be able to link the damage to the specific asset an d take steps to mitigate based on the collected information			

Property, Exposures, and Assets	Allows for tracking and management of assets and values related to the City's exposures. Ability to use a dashboard to review the assets and to capture details on assets associated with a given location or territory. Users would be able to define the asset type and the details captured for each asset.			
Fleet	Ability for Users to utilize a fleet dashboard/program to capture vehicle details in the database and track the location history of a given vehicle. In addition, being able to map out specific geographical locations where the most fleet-related incidents/damage occur would assist in training and retention with the fleet vehicles			
Fleet / Vehicle Management	Allow users to identify a specific fleet vehicle and be able to review any documented notes from the Fleet Division. In addition, the ability to identify take-home vehicles owners and schedule more easily the maintenance on these vehicles.			
Weather Events	The ability to track severe weather events and other time-sensitive notifications with a feed from the NOAA and other weather-related programs. Users can select the type, urgency, and severity of events that will trigger a notification email. This would especially be helpful with King Tide events, severe flooding, hurricanes, and specific days when the weather is extreme.			
Reporting / Dashboard / Analytics	Allows users to create, run, schedule, and distribute reports. The desired system contains an extensive library of report templates, but also includes true ad-hock reporting with drag and drop capabilities. Users may also create their own templates by creating new templates from scratch or updating existing templates to meet their needs. Clients may create distribution groups to segment and distribute data to their user group based on location or coverage. The reports may be queued to run on a schedule or an as-needed basis.			
Metrics and Calculations	Allow Users the ability to design specific target metrics for various purposes and have some sort of alert when the metric reaches a specified threshold. For example, if there are recent incidents in the same area, similar incidents in general and/or repeated asset damage in a specified amount of time.			
Workflow Features	The ability to have supervisors utilize the workflow and create incident reports from their mobile devices. This would be uploaded immediately to the system where Risk Management would get the information in real-time to review and address.			
Workflow Available Functions	Mobile uploading of reports and multiple levels of users.			
Enterprise Risk Management (ERM)	The ERM function needs to support providing actionable information to stakeholders. Risk registers and heat maps are needed to have a visual of the factors affecting Risk. Being able to produce intelligence from the ERM functions that shape decision.			

Compliance and Regulatory Management	Allow Users to establish different specific compliance measures to be alerted for periodic review of compliance measures to be alerted for periodic review of compliance. For example, having quarterly safety inspections with alerts, forms, and additional information readily available. Customization on this would also be key.			
Compliance Audit Inspection	Ability to establish audits of the various reports and set metrics for thresholds. For example, if there are multiple incidents within the same division/department it would assist in alerting with key information to bring to an inspection.			
Crisis Management	Possible ability to go into a “crisis” mode where during a crisis, information is able to be tracked and accessible. For example, during a hurricane being able to manage assets pertaining to mutual aid and other relevant situations.			

BID PROPOSAL WILL BE INPUT INTO THE BIDDING SYSTEM – BIDS & TENDERS

DRAFT
PROFESSIONAL SERVICES AGREEMENT FOR
RISK MANAGEMENT INFORMATION SYSTEM

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and _____ a [type of entity: corporation/partnership/sole proprietor] authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

WHEREAS, the CITY solicited proposals for a non-exclusive contract to Risk Management Information System services, and

WHEREAS, the CITY issued a REQUEST FOR PROPOSALS FOR **Risk Management Information System, RFP No. RM22-007**; and

WHEREAS, RFP No. RM22-007 defined Scope of Services for Risk Management Information System; and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in RFP No. RM22-007; and

WHEREAS, the CITY Commission on [____], determined that VENDOR was qualified for appointment to perform the scope of services set forth in the REQUEST FOR PROPOSALS FOR RISK MANAGEMENT INFORMATION SYSTEM; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 VENDOR hereby agrees to perform the services for the Risk Management Information System, as more particularly described in RFP No. CM22-007, attached hereto as Exhibit "A" and by this reference made a part hereof.

1.2 VENDOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

1.3 VENDOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly

advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.4 The relationship between CITY and VENDOR created hereunder and the services to be provided by VENDOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by VENDOR hereunder, so long as no other VENDOR shall be engaged to perform the specific project(s) assigned to VENDOR while VENDOR is so engaged without first terminating such assignment. VENDOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by VENDOR hereunder.

1.5 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.6 The CITY's Representative during the performance of this Agreement shall be ____.

1.7 The VENDOR'S Representative during the performance of the Agreement shall be_____.

ARTICLE 2 - TERM

2.1 The initial Agreement period shall be for an initial term of two (2) years, commencing on [___]. The CITY reserves the right to renew the Agreement for three (3) additional one (1) year periods, under the same terms, conditions. The services to be performed during the initial two (2) year terms will be governed by this Agreement, and that there is no guarantee of future work being given to the vendor.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY's discretion), the VENDOR shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The VENDOR will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR by way of a purchase order. VENDOR shall perform all services and provide all work products required pursuant to this Agreement within the time period set forth herein unless otherwise agreed to in the purchase order.

ARTICLE 4 - PAYMENT

4.1 The VENDOR shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

A. Payment for the work provided by the VENDOR shall be made promptly on all invoices submitted to the CITY properly and in accordance with "PRICE PROPOSAL".

B. The VENDOR may submit invoices to the CITY during the progress of the contract term. Invoices shall include information such as the date(s) of service, type of service(s) performed, length of time spent, the level/status of the employee performing the task if relevant, all applicable fees and costs, an adequate description for all fees and costs, and any other information reasonably required by CITY. Such invoices will be reviewed by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

C. Final payment of any balance due to the VENDOR of the total price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the work under this Agreement and its acceptance by the CITY.

D. The payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

E. The Professional's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the CITY and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to VENDOR, all documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the VENDOR shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of VENDOR, shall be at the CITY's sole risk and without liability to VENDOR and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's services shall meet a standard of care for Risk Management Information System implementation and support . In submitting its response to the RFP, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services

to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 VENDOR shall, in performing the services contemplated by this Service Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

9.1 The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

9.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the termination of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

9.3 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Director of Human Resources and Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

A. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-VENDOR that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must

contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

B. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

C. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

D. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

E. **Umbrella/Excess Liability Insurance** in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

10.2 VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

10.3 The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

10.4 The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required

policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

ARTICLE 11 - INDEPENDENT CONSULTANT

11.1 VENDOR is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The VENDOR warrants that he has not employed or retained any company or person, other than a *bonafide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a *bonafide* employee working solely for the VENDOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the VENDOR's most favored customer for the same or substantially similar service.

13.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside VENDORs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

14.1 The VENDOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

15.1 The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

16.1 A waiver by either CITY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – TERMINATION

17.1 **Termination for Convenience**: This Agreement may be terminated by the CITY for convenience, upon fourteen (14) days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

17.2 **Termination for Cause**: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR neglect or failure to perform or observe any of the terms, provisions, conditions, or requirements herein contained if such neglect or failure shall continue for a period of thirty (30) days after receipt by VENDOR of written notice of such neglect or failure.

ARTICLE 18 - DISPUTES

18.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located in Palm Beach County.

18.2 **Correction of Work**. If in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.3 **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) days of when the notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

A. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to VENDOR.

B. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

C. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

D. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by VENDOR of such notice from CITY.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to a pandemic, epidemic, acts of God, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from the performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing the continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

City of Boynton Beach
Attn: Lori LaVerriere, City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to VENDOR shall be sent to the following address:

ADDRESS:
CITY/STATE/ZIP:
Attn:
Tel:
Fax:
Email:

ARTICLE 21 - INTEGRATED AGREEMENT

21.1 This Agreement, together with the RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the VENDOR and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

ARTICLE 22 - MISCELLANEOUS

22.1 In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth hereinabove.

22.2 It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

22.3 This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.

22.4 This Agreement will take effect once signed by both parties. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 23 – PUBLIC RECORDS

23.1 Sealed documents received by the CITY in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the CITY announces intent to award sooner, in accordance with Section 119.07, Florida Statutes.

23.2 The CITY is a public agency subject to Chapter 119, Florida Statutes. The VENDOR shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR'S possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6061
GIBSONC@BBFL.US

ARTICLE 24 – SCRUTINIZED COMPANIES

24.1 By execution of this Agreement, VENDOR certifies that it is not participating in a boycott of Israel. VENDOR further certifies that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has it engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida

Statutes, as amended from time to time.

ARTICLE 25 – E-VERIFY

25.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described hereinbelow.

25.2 Definitions for this Section:

A. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

B. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

25.3 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of

this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this _____ day of_____, 2022.

CITY OF BOYNTON BEACH

_____
Lori LaVerriere, City Manager

VENDOR

_____
(Signature), Vendor

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

Approved as to Form:

_____
Jim Cherof
Office of the City Attorney

Attested/Authenticated:

_____
Crystal Gibson
City Clerk

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all-inclusive, and the City reserves the right to require additional types of insurance or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM Revised 04/2021

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

Friday, March 4, 2022 10:36 AM
RM22-007 - Risk Management Information System (RMIS)
Closing Date: Monday, March 14, 2022 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:

The Scope of Services section suggests the City is looking for a 2-year base term. The industry standard is typically a 3-year base term. Would the City be willing to do a 3-year term with the additional one year renewal options?

Answer 1:

The City is unable to adjust the stated terms as the RFP has already been published.

Question 2:

The Overview section of the RFP states that the City wishes to maintain claims and associated data on the same system. Is the associated data the details and related

information of claims, or do you envision non-claims data needing to be mapped to the selected solution? If not coming from the TPA, can you please outline all other data to be mapped to the system? Where does that data reside today? Is it Excel spreadsheets, etc.?

Answer 2:

The data is the details pertaining to the incidents and claims. This information currently resides with the respective TPAs, on Excel spreadsheets, and in a Laserfiche records management system.

Question 3:

We see that the City has two TPAs managing claims, but the functionality need to be able to self-administer claims. Can you please identify which types of claims or the scenarios that the City would self-administer the claims versus having their TPAs handle/administer the claims?

Answer 3:

All workers' compensation claims are handled by one TPA. Liability/Property claims are handled by a different TPA. Property/Liability claims not involving bodily injury and that can be settled (typically under $5,000) may be handled internally by the City's Risk Management staff. Additionally, damage to/loss of City property that is not otherwise covered under the City's insurance plan would be entered into the system for internal tracking purposes.

Question 4:

For those claims which are administered in house by the City, how do you want to be able to make claim payments? Interface with your Finance/Accounts Payable system? Cut checks from the system?

Answer 4:

Check generation and interface with the City's financial system is not required at this time.

Question 5:

On page 5 in the Budget section, it states the budget is $95,000 for costs associated with the solicitation. Is this for the first year costs or is $95k the budget proposed for a two year term?

Answer 5:

It is an estimated annualized figure.

Question 6:

Scope of Services - Data Conversion: Can you please outline and provide insights into the full extent of all data to be converted by the selected vendor? How many spreadsheets, systems, approximate number of records, format that data can be provided to the selected vendor, etc.?

Answer 6:

Please specify in your proposal the costs or ranges of costs associated with data conversion services. All of the City's data can be converted to Excel or CSV formats.

Question 7:

Scope of Services - Data Interfaces: Can you please provide what data interfaces are expected to/from the selected solution? What is the system to be interfaced with, what data will be anticipated to be interfaced, and frequency of desired interface (daily, weekly, etc.)?

Answer 7:

Workers' Comp TPA – Daily. Other TPA – At least weekly.

Question 8:

Implementation - Project Management: For this project we would suggest an Agile Project Management approach. Would that be agreeable to the City?

Answer 8:

The City will consider and evaluate any recommended approaches from proposing vendors.

Question 9:

Requirements - Page 5: The Hosting suggests a need for 1 TB. Is this a request for 1 TB of file attachments? This would be a very significant amount of file attachment storage. Can you please confirm you are looking for 1 TB of attachments to be stored on the selected solution. Should this be priced in as 1 TB of file attachments or are you looking for confirmation that the proposed system could handle 1 TB of storage if/when you get there?

Answer 9:

Because we desire to have all of our risk management data and files maintained/accessible within this one system, we do not want burdensome limits on file attachments. We would anticipate needing to maintain on average 2-3 years of incident reports (estimated 500/year) and 5-7 years of complete claims files (approximately 50 active liability/property claims and approximately 60 open workers' compensation claims) depending on activity and statutes of limitations.

Question 10:

Lines of Coverage: We see in the RFP that you'll be using the selected system for Workers' Compensation, Property, Automobile, General Liability. So that we can accurately understand scope and price for, can you please identify any other intended types of coverages to be setup in the system?

Answer 10:

We currently use the following breakdown for classifying types of coverage: Workers' Compensation – Record Only Workers' Compensation – Claim General Liability – Bodily Injury General Liability – Property Damage Auto Liability – Bodily Injury Auto Liability – Property Damage Auto Physical Damage Law Enforcement Liability Employment Related Practices Liability Public Officials Liability Environmental Liability Errors and Omissions Public Art City-owned Property Damage/Loss (not otherwise insured) Property/Asset Schedules

Question 11:

Policy Management: Approximately how many policies does the City intend to load to the selected solution?

Answer 11:

Approximately 20 to include historical policy “storage;” however, this may be less depending on active cases and applicable policy coverage and policy years.

Question 12:

TCOR Section states ability to create allocations. Does the City have an allocation methodology today that needs to be loaded to the selected solution? Can you please provide some insights into how you currently (or plan) to allocate costs?

Answer 12:

Not yet. No specific formula has been determined; however, we would like flexibility to customize this. The initial need is to be able to determine the TCoR by City department.

Question 13:

Vendor & COI Management: Approximately how many vendors do you need the system to track?

Answer 13:

Not expected to exceed 5,000 at this time.

Question 14:

Incident Intake and Processing: How do you envision new incidents to be reported? Through the selected solution and then those new claims which need be handled by your TPAs would be sent to the TPA?

Answer 14:

Ideally, we would like all employees (approx. 850) to be able to report all incidents (including uploading photos) through an Internet-based app. Risk Management

anticipates that it would then need to “convert” an incident to a claim when appropriate, and will report the claim to the TPA.

Question 15:

Approximately how many new incidents do you have reported per year?

Answer 15:

Approximately 500 incidents are reported to Risk Management annually.

Question 16:

Assets, Exposures and Fleet data: Where does this data reside today? Would the selected vendor be needed to import your historical data for assets, exposures and fleet or do you envision using these going forward?

Answer 16:

We anticipate the vendor being able to import our existing asset and fleet schedules, which can be provided in Excel or CSV formats.

Question 17:

Enterprise Risk Management (ERM) - Page 7 of the requirements: Are you looking for ERM to be included in the RFP proposed pricing response? Is the City doing ERM today? Do you have a risk register today? Approximately how many risks are identified today?

Answer 17:

The City is not currently doing ERM. The proposal should include pricing and a description of how the vendor would work with the City’s Risk Management team to develop a roadmap for moving toward an ERM environment.

Question 18:

Audits and Inspections - Page 8: Do you have any inspections, checklists or audits that you'd need the selected vendor to replicate or do you plan to use the selected solutions inherent audits/inspections?

Answer 18:

We are open to considering the inherent solutions as long as customization remains an option.

Question 19:

Regarding the request for financials, as a Private company, we unfortunately cannot submit our Financials with a publicly facing/available proposal. We would however be willing to provide the desired insights into our financials/stability if our financials can remain confidential. Is that agreeable to the City if our proposal is accepted/awarded?

Answer 19:

Yes, Financials are not required for the evaluation scoring process.

Question 20:

Price Proposal: Are we correct that this would be a fixed price bid to be put into the Complete System Implementation table?

Answer 20:

Options may vary based on available budget and based on best variation of proposed submittal. Required Pricing Proposals: • Price for full system (all functionality/capabilities); and • Price for each standalone module; and • Price for a vendor-recommended package of modules with option(s) for system expansion

Question 21:

Price Proposal: The RFP is looking for pricing for everything and a vendor recommendation proposal. Are there any must haves for the City in terms of functionality that you would recommend each vendor to include in the "recommended" proposal or are you looking for each vendor to propose something based on what we read in the RFP? Any guidance between the 2 proposals to be provided?

Answer 21:

In addition to all lines of claims management, Risk highly desires automated incident intake, Certificate of Insurance (COI) management, and vehicle management.

Question 22:

Compliance & Regulatory Management: Are there any regulatory or compliance rules which would be needed by the City to be part of the solution? Or do you intend to have your own set of inspections/City policies that you would be measuring adherence to?

Answer 22:

No. Yes.

Question 23:

Users: Can you please identify the total number of named license users that you anticipate and provide some insights into what those users would need to do in the system (example - 4 need full access to everything; 2 just need the ability to do XYZ, etc.)?

Answer 23:

System Administrators (2); Power Users (2-4). Unlimited “users” who can report incidents into the system. Proposers should include their specific user role types/definitions and costs per user or groups of users.

Question 24:

Reports / Analytics: Do you have any reports you rely on that need replicated in the selected solution or do you envision you will rely on the reports/dashboards from the selected solution?

Answer 24:

A customizable (ad-hoc/ability to report on any field in the system and in any combination) reporting feature is required. If the Proposer’s system is unable to offer this feature, please clearly specify the limits of reporting functions.

Question 25:

Is the $95,000 budget per year or total for the 2-year contract?

Answer 25:

It is an estimated annualized figure.

Question 26:

Which TPA does the city currently use?

Answer 26:

Workers' Compensation TPA is Commercial Risk Management. The TPA for all other lines is Tristar Risk Management.

Question 27:

The RFP mentions that 1 TB of data storage is required. Please list where all sources of data are currently stored and formats. List the databases where necessary.

Answer 27:

Excel, TPAs' databases, and Laserfiche records management system.

Question 28:

Besides your TPA, what other internal/external systems or service providers would you want to integrate with? Do you currently, or have in the past, used an RMIS system before

Answer 28:

Ideally, the City desires additional integration with our Laserfiche records management system. The current Risk Management team has not had access to an RMIS system.

Question 29:

What levels of access are required for users? What are their roles and functions? How many of each type are required for this RFP?

Answer 29:

System Administrators (2); Power Users (2-4). Unlimited “users” who can report incidents into the system. Proposers should include their specific user role types/definitions and costs per user or groups of users.

Question 30:

Budget - The RFP indicates a budget of $95,000 for the RMIS. Is this figure 'in total' or an annual budget figure?

Answer 30:

It is an estimated annualized figure.

Question 31:

Interfaces/Integrations - Besides the two TPAs, what other internal (or external) systems does the City need the RMIS to interface/integrate with (e.g., HR, Accounting, Finance, Safety, etc.), either in real-time or as a one-time or ongoing periodic data feed?

Answer 31:

Ideally, the City desires additional integration with our Laserfiche records management system.

Question 32:

Current System – What system or methodology (e.g., Excel or database files) is the City currently using for claims management?

Answer 32:

Excel and reliance on TPAs’ databases.

Question 33:

External Users – What external users (including the general public) will require access to the RMIS?

Answer 33:

No external (non-City employees) or general public access required at this time; however, this feature should be available for our future needs.

Question 34:

Single Sign-On – Will single sign-on user authentication be required by any users?

Answer 34:

Not at this time; however, our ITS department plans to deploy in the future.

Sincerely,

City of Boynton Beach
Financial Services

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Proposed Resolution No. R22-095 - Authorize the City Manager to sign a three (3) year agreement with Command Counseling Center, LLC. for First Responders Support Services, with a not to exceed $150,000.00 per year. These services are not subject to the competitive solicitation requirements per Florida Statute 287.057.

Explanation of Request:
Contract Term: July 6, 2022 to July 5, 2025

In March 2020, The City of Boynton Beach began working with Command Counseling Center, LLC for First Responders support services to the Police and Fire Departments.

Command Counseling Center, LLC. provides consulting services 365 days of the year 24/7, 45-minute annual check-ins, annual behavioral health testing, psychological counseling, and critical incidents response for both exhaustion crisis and shock crisis.

Due to the increased usage of the First Responders Support Services, this request includes an increase to the anticipated spend from $100,000.00 to $150,000.00.

Command Counseling Center has extensive training classes; this education can serve as a proactive measure for the City of Boynton Beach.

How will this affect city programs or services? These services supports both the Police and Fire Departments to provide information and skills that will maximize their ability to function as a team and to continue to develop productive careers.

Fiscal Impact:
Budgeted:
001-2210-522.48-22 - $75,000 - Fire
001-2111-521.48-22 - $75,000 - Police

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Command Counseling Center

Start Date: 7/6/2022

End Date: 7/5/2025

Contract Value: 150,000

Minority Owned Contractor?:

Extension Available?: Yes

Extension Explanation:

yes, three (3) one-year renewal options

Attachments:

	Type	Description
🗋	Addendum	Resolution approving Agreement with Command Counseling
🗋	Agreement	Command Counseling Agreement
🗋	Attachment	Florida Statute 287.057 - Exemption

RESOLUTION NO. R22-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A THREE (3) YEAR AGREEMENT WITH COMMAND COUNSELING CENTER, LLC. FOR FIRST RESPONDERS SUPPORT SERVICES, WITH A NOT TO EXCEED $150,000.00 PER YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in March 2020, The City of Boynton Beach began working with Command Counseling Center, LLC for First Responders support services to the Police and Fire Departments; and

WHEREAS, Command Counseling Center, LLC. provides consulting services 365 days of the year 24/7, 45-minute annual check-ins, annual behavioral health testing, psychological counseling, and critical incidents response for both exhaustion crisis and shock crisis; and

WHEREAS, Due to the increased usage of the First Responders Support Services, this request includes an increase to the anticipated spend from $100,000.00 to $150,000.00; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Interim City Manager to sign a three (3) year agreement with Command Counseling Center, LLC. for First Responders Support Services, with a not to exceed $150,000.00 per year.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Interim City Manager to sign a three (3) year agreement with Command Counseling Center, LLC. for First Responders Support Services, with a not to exceed $150,000.00 per year. A copy of the Agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of July, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesus, MMC
City Clerk

(Corporate Seal)

SCOPE OF SERVICES

City of Boynton Beach

CLINICAL SERVICES

OFFERED BY:

COMMAND
COUNSELING CENTER
CONNECT•CARE•CONQUER

COMMAND COUNSELING CENTER

HEADQUARTERS

2415 Wellington Green Drive
WELLINGTON, FLORIDA 33414
866-UCOMAND
866-826-6263

SUPPORT SERVICES TO BE DELIVERED

CONSULTING

- CCC will be available to City of Boynton Beach's designated staff, via telephone, for any clinical consultation services 365 days of the year, 24/7. These may include, but are not limited to, referrals to private practice or treatment centers, advise on clinical policies and procedures, assistance with "problem" employees.
- CCC will provide 45-minute annual check-ins with authorized City participants.
- CCC will provide annual behavioral health testing using the CAT-MH™, to be included during authorized participants' annual occupational exams.

COUNSELING

- CCC will provide psychological counseling. CCC has contracted with fire industry knowledgeable clinicians throughout the state of Florida that have completed the Clinician Awareness Training put on by The Florida Firefighters Safety and Health Collaborative. These clinicians meet NFPA's 1500 guidelines and have specialties in every aspect that a firefighter or his/her family member may need. Some examples are marriage counseling, loss and grief, trauma therapy, cancer counseling, addiction counseling is just a few.
- Calls will be returned by CCC therapists within 24 hours.
- Appointments will be within 48 hours of the time it was requested.
- Clients will not receive a documented diagnosis, unless requested.
- Length of therapy is dictated by what is clinically recommended for optimal results.

CRITICAL INCIDENTS

- CCC will provide on-call clinical support for critical incidents.
- CCC will deploy within the hour of incident, up to 24 hours.
- A Critical Incident can be a situation faced by employees. Two types of crises can occur during a Critical Incident. An Exhaustion Crisis is when an individual has been coping with an intense stressful situation(s) or event(s) for a long period of time and reaches the point of exhaustion and cannot cope. A Shock Crisis is when a sudden change or event such as shooting, fire, assault, etc.

  Examples are:
  Serious injury, death, or suicide of a fellow co-worker - Shootings - Any other serious threat to the life of you or your co-worker - Serious injury or death of a civilian resulting from department's operations - Any incident in which circumstances are unusual - Any incident in which sights and sounds are distressing - Any catastrophic event/major disasters - Rescuing a victim, where pain and suffering is obvious - Mass casualty event - Knowing the victim - Death, injury, or abuse of a child - Contact with communicative diseases, e.g. AIDS/Hepatitis B - Major traffic accident - Death of a close family member - Sudden Infant Death Syndrome - Toxic chemical fire/explosion - Extreme attempts where lives are lost - Hostage or barricaded situation - Physical or Sexual Assault

TRAINING

- CCC will provide a wide variety of training classes. This educational approach can serve as a proactive measure, as well as a follow-up tool, for the City of Boynton Beach. Classes can be tailored to fit your specific needs and can range from 2 to 8 hours. Training programs can

provide information and skills that will maximize their ability to function as a team and to continue to develop productive careers.

• Adrenal Burnout • Alcohol and Drug Awareness in the Workplace (Substance Abuse) • Anger Management • Borderline Personality Disorder • Bullying in the Workplace • Burnout-Compassion Fatigue • Burnout & Secondary Trauma • Conflict Resolution and Assertiveness • Coping with Change • Creating a Strong Marriage • Crimes Against Children & Secondary Trauma to Public Safety Personnel • Dealing with Depression and Suicide Situations • Dealing with Difficult People • Dealing with a Terminal Illness • Diversity in Public Safety • Divorce – What Price? • Families in Turmoil • Firing and Layoffs • Generational Differences in Public Safety Personnel • Grief and Bereavement • Handling Layoffs • Handling Retirement Concerns • Handling Sleep Difficulties • Handling Your Anger • Holiday Stress • How to Help Staff in Crisis • How Peer Support Can I.D. Aggressive Behavior in Peers • Humor in the Workplace • Hypertensive Sleep Issues • Leadership Resiliency • Listening Techniques and Communication Skills • Managing Sleep Disorders, Shift Work and Hypervigilance • Motivating Employees • Overcoming Adversity • Posttraumatic Growth • Preventing Suicide for Public Safety Personnel • Professional Conduct for Exceptional Teamwork • Retirement Concerns for Public Safety Personnel • Self-Image and Care • S.O.S. – Significant Other Survival • Stress Management • Teaching the Benefits Mindfulness • Terminal Illness & Grief • The Dynamics of Fear • The Effects of Social Media on Family and Relationships • The Employee Problem Solver • The Essentials of Customer Service • The Power of Building Resiliency in Public Safety Personnel • Understanding Eye Movement Desensitization and Reprocessing (EMDR) • Understanding Posttraumatic Stress Disorder for Public Safety Personnel • Understanding the Impact of Medications for Public Safety Personnel • Wellness Solutions – Ways to Combat Stress •

- ADVANCED PEER SUPPORT TRAINING (***Not included in Annual Fee***) is designed to enhance skills learned in the basic Peer Support course, strengthen current skills of Peer Supporters, introduce new topics and learn ways to help keep the Peer Support team healthy and strong. An overview of the signs, symptoms and treatment recommendations for Posttraumatic Stress Disorder (PTSD) will be covered, and a treatment option known as Eye Movement Desensitization and Reprocessing (EMDR) will be identified and explored. Participants will also learn about Suicide Prevention, identifying Depression, Anxiety and Substance Abuse and what to do when faced with a peer who is suffering.

Class Topics

- Understanding PTSD physiologically
- Learn the differences between Posttraumatic Stress and PTSD
- Review Eye Movement Desensitization and Reprocessing (EMDR)
- Develop skills for dealing with suicidal peers
- Develop skills for handling difficult debriefings
- Reinforce basic Peer Support skills
- Discover ways to keep your Peer Support team healthy

PROGRAM OPERATIONAL COST

Upon execution of the agreement between the City of Boynton Beach and Command Counseling Center (CCC), CCC shall provide the following services:

A. On-call 24/7/365 Clinical Consulting.

- CCC will provide authorized and participating City of Boynton Beach departments with consulting services:
  - Management of all behavioral health issues.
  - On Call services: 24/7/365
  - Services include, but not limited to: crisis calls, referrals, policy and procedure consulting, facility or other services coordination, peer to peer consulting, meetings, interventions.
  - Annual 45-minute check-ins as part of their occupational exams.

B. Clinical Counseling for all fire members and qualified members.

- 3 allotted therapy sessions per employee or their qualifying member per year.

C. Critical Incident support.

- CCC will contract with the City of Boynton Beach for 10 hours of critical incident support a year.

D. Mental Health trainings for the fire staff.

- CCC will contract with the City of Boynton Beach to conduct two-hour mental health trainings semi-annually for three days/3 classes a day.

E. CCC will introduce the services to all the employees.

F. CCC will provide all literature for management and employees i.e., brochures, flyers, business cards, etc...

G. CCC will attend one health fair a year.

H. CCC will continue to research best practices for first responders and tour providers and facilities that provide services.

6/28/2022

Annualized not to exceed: $150,000.00

Marie Guma, PsyD (ABD)
Founder
Command Counseling Center
6/28/2022

Title XIX

PUBLIC BUSINESS

Chapter 287

PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

View Entire Chapter

287.057 Procurement of commodities or contractual services. —

(1) The competitive solicitation processes authorized in this section shall be used for procurement of commodities or contractual services in excess of the threshold amount provided for CATEGORY TWO in s. 287.017. Any competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

(a) Invitation to bid. —The invitation to bid shall be used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

1. All invitations to bid must include:

a. A detailed description of the commodities or contractual services sought; and

b. If the agency contemplates renewal of the contract, a statement to that effect.

2. Bids submitted in response to an invitation to bid in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed.

3. Evaluation of bids must include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

4. The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

(b) Request for proposals. —An agency shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document.

1. Before issuing a request for proposals, the agency must determine and specify in writing the reasons that procurement by invitation to bid is not practicable.

2. All requests for proposals must include:

a. A statement describing the commodities or contractual services sought;

b. The relative importance of price and other evaluation criteria; and

c. If the agency contemplates renewal of the contract, a statement to that effect.

3. Criteria that will be used for evaluation of proposals must include, but are not limited to:

a. Price, which must be specified in the proposal;

b. If the agency contemplates renewal of the contract, the price for each year for which the contract may be renewed;

c. Consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor; and

d. Consideration of prior relevant experience of the vendor.

4. The contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

(c) Invitation to negotiate. —The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

1. Before issuing an invitation to negotiate, the head of an agency must determine and specify in writing the reasons that procurement by an invitation to bid or a request for proposal is not practicable.

2. The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.

3. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified. The evaluation criteria must include consideration of prior relevant experience of the vendor.

4. The agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.

5. The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the state.

(2) Prior to the time for receipt of bids, proposals, or replies, an agency may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

(3) If the purchase price of commodities or contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, purchase of commodities or contractual services may not be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

(a) The agency head determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires emergency action. After the agency head signs such a written determination, the agency may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, the emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The agency shall furnish copies of all written determinations and any other documents relating to the emergency action to the department. A copy of the written statement shall be furnished to the Chief Financial Officer with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the department of such statement is not required in such circumstances. In the case of the emergency purchase of insurance, the period of coverage of such insurance may not exceed 30 days, and all such emergency purchases shall be reported to the department.

(b) The purchase is made by an agency from a state term contract procured, pursuant to this section, by the department or by an agency, after receiving approval from the department, from a contract procured, pursuant to subsection (1), by another agency.

(c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. If an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for at least 15 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors that the commodities or contractual services are available only from a single source, the agency shall provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3). Each agency shall report all such actions to the department on a quarterly basis in a manner and form prescribed by the department, and the department shall report such information to the Governor, the President of the Senate, and the Speaker of the House of Representatives no later than January 1, 2022, and each January 1 thereafter.

(d) Prescriptive assistive devices for the purpose of medical, developmental, or vocational rehabilitation of clients are excepted from competitive-solicitation requirements and shall be procured pursuant to an established fee schedule or by any other method that ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not

limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, state agencies shall annually file with the department a description of the purchases and methods of procurement.

(e) The following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

1. Artistic services. As used in this subsection, the term "artistic services" does not include advertising or typesetting. As used in this subparagraph, the term "advertising" means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or contractual services.

2. Academic program reviews if the fee for such services does not exceed $50,000.

3. Lectures by individuals.

4. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.

5. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. The term also includes, but is not limited to, substance abuse and mental health services involving examination, diagnosis, treatment, prevention, or medical consultation if such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner are also exempt. For purposes of this subparagraph, the term "providers" means health professionals and health facilities, or organizations that deliver or arrange for the delivery of health services.

6. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

7. Medicaid services delivered to an eligible Medicaid recipient unless the agency is directed otherwise in law.

8. Family placement services.

9. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

10. Training and education services provided to injured employees pursuant to s. 440.491(6).

11. Contracts entered into pursuant to s. 337.11.

12. Services or commodities provided by governmental entities.

13. Statewide public service announcement programs provided by a Florida statewide nonprofit corporation under s. 501(c)(6) of the Internal Revenue Code which have a guaranteed documented match of at least $3 to $1.

(f) Continuing education events or programs that are offered to the general public and for which fees have been collected which pay all expenses associated with the event or program are exempt from requirements for competitive solicitation.

(4)(a) An agency may not initiate a competitive solicitation for a product or service if the completion of such competitive solicitation would:

1. Require a change in law; or

2. Require a change to the agency's original approved budget, as defined in s. 216.011, other than a transfer authorized in s. 216.292(2) or (3), unless the initiation of such competitive solicitation is specifically authorized in law, in the General Appropriations Act, or by the Legislative Budget Commission.

(b) This subsection does not apply to a competitive solicitation for which the agency head certifies that a valid emergency exists.

(5) An agency must document its compliance with s. 216.3475 if the purchase of contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO and such services are not competitively procured.

(6) If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the department or other agency may negotiate on the best terms and conditions. The department or other agency shall document the reasons that such action is in the best interest of the state in lieu of resoliciting competitive sealed bids, proposals, or replies. Each agency shall report all such actions to the department on a quarterly basis, in a manner and form prescribed by the department.

(7) Upon issuance of any solicitation, an agency shall, upon request by the department, forward to the department one copy of each solicitation for all commodity and contractual services purchases in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. An agency shall also, upon request, furnish a copy of all competitive-solicitation tabulations. The Office of Supplier Diversity may also request from the agencies any information submitted to the department pursuant to this subsection.

(8)(a) In order to strive to meet the minority business enterprise procurement goals set forth in s. 287.09451, an agency may reserve any contract for competitive solicitation only among certified minority business enterprises. Agencies shall review all their contracts each fiscal year and shall determine which contracts may be reserved for solicitation only among certified minority business enterprises. This reservation may only be used when it is determined, by reasonable and objective means, before the solicitation that there are capable, qualified certified minority business enterprises available to submit a bid, proposal, or reply on a contract to provide for effective competition. The Office of Supplier Diversity shall consult with any agency in reaching such determination when deemed appropriate.

(b) Before a contract may be reserved for solicitation only among certified minority business enterprises, the agency head must find that such a reservation is in the best interests of the state. All determinations shall be subject to s. 287.09451(5). Once a decision has been made to reserve a contract, but before sealed bids, proposals, or replies are requested, the agency shall estimate what it expects the amount of the contract to be, based on the nature of the services or commodities involved and their value under prevailing market conditions. If all the sealed bids, proposals, or replies received are over this estimate, the agency may reject the bids, proposals, or replies and request new ones from certified minority business enterprises, or the agency may reject the bids, proposals, or replies and reopen the bidding to all eligible vendors.

(c) All agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.09451(4) to increase the participation of minority business enterprises.

(d) All agencies shall avoid any undue concentration of contracts or purchases in categories of commodities or contractual services in order to meet the minority business enterprise purchasing goals in s. 287.09451.

(9) An agency may reserve any contract for competitive solicitation only among vendors who agree to use certified minority business enterprises as subcontractors or subvendors. The percentage of funds, in terms of gross contract amount and revenues, which must be expended with the certified minority business enterprise subcontractors and subvendors shall be determined by the agency before such contracts may be reserved. In order to bid on a contract so reserved, the vendor shall identify those certified minority business enterprises which will be utilized as subcontractors or subvendors by sworn statement. At the time of performance or project completion, the contractor shall report by sworn statement the payments and completion of work for all certified minority business enterprises used in the contract.

(10) An agency shall not divide the solicitation of commodities or contractual services so as to avoid the requirements of subsections (1)-(3).

(11) A contract for commodities or contractual services may be awarded without competition if state or federal law prescribes with whom the agency must contract or if the rate of payment or the recipient of the funds is established during the appropriations process.

(12) If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.

(13) Extension of a contract for commodities or contractual services must be in writing for a period not to exceed 6 months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

(14) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer. Renewal of a contract for

commodities or contractual services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (3)(a) and (c) may not be renewed. With the exception of subsection (11), if a contract amendment results in a longer contract term or increased payments, a state agency may not renew or amend a contract for the outsourcing of a service or activity that has an original term value exceeding $5 million before submitting a written report concerning contract performance to the Governor, the President of the Senate, and the Speaker of the House of Representatives at least 90 days before execution of the renewal or amendment.

(15)(a) For each contractual services contract, the agency shall designate an employee to function as contract manager who is responsible for enforcing performance of the contract terms and conditions and serves as a liaison between the contractor and the agency. The contract manager may not be an individual who has been employed, within the previous 5 years, by the vendor awarded the contractual services contract. The primary responsibilities of a contract manager include:

1. Participating in the solicitation development and review of contract documents.

2. Monitoring the contractor's progress and performance to ensure procured products and services conform to the contract requirements and keep timely records of findings.

3. Managing and documenting any changes to the contract through the amendment process authorized by the terms of the contract.

4. Monitoring the contract budget to ensure sufficient funds are available throughout the term of the contract.

5. Exercising applicable remedies, as appropriate, when a contractor's performance is deficient.

(b) Each contract manager who is responsible for contracts in excess of the threshold amount for CATEGORY TWO must, at a minimum, complete training conducted by the Chief Financial Officer for accountability in contracts and grant management. The Chief Financial Officer shall evaluate such training every 5 years to assess its effectiveness and update the training curriculum. The Chief Financial Officer shall establish and disseminate uniform procedures pursuant to s. 17.03(3) to ensure that contractual services have been rendered in accordance with the contract terms before the agency processes the invoice for payment. The procedures must include, but need not be limited to, procedures for monitoring and documenting contractor performance, reviewing and documenting all deliverables for which payment is requested by vendors, and providing written certification by contract managers of the agency's receipt of goods and services.

(c) Each contract manager who is responsible for contracts in excess of $100,000 annually must, in addition to the accountability in contracts and grant management training required in paragraph (b) and within 6 months after being assigned responsibility for such contracts, complete training in contract management and become a certified contract manager. The department is responsible for establishing

and disseminating the training and certification requirements for certified contract managers. Training must promote best practices and procedures related to negotiating, managing, and ensuring accountability in agency contracts and grant agreements, which must include the use of case studies based upon previous audits, contracts, and grant agreements. A certified contract manager must complete training every 5 years for certification renewal. Training and certification must be coordinated by the department, and the training must be conducted jointly by the department and the Department of Financial Services. The department shall evaluate such training every 5 years to assess its effectiveness and update the training curriculum.

(d) Each contract manager who is responsible for contracts in excess of $10 million annually must, in addition to the training required in paragraph (b) and the training and certification required in paragraph (c), possess at least 5 years of experience managing contracts in excess of $5 million annually.

(16) Each agency shall designate at least one employee who shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the department. For a contract of $500,000 or less annually, the contract administrator may also serve as the contract manager if he or she has completed the required training. For a contract in excess of $500,000 annually, the contract administrator may not serve as both the contract administrator and the contract manager.

(17)(a) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint:

1. At least three persons to independently evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for the commodity or contractual services sought.

2. At least three persons to a negotiation team to conduct negotiations during a competitive sealed reply procurement. The negotiation team members must collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for the commodity or contractual services sought.

(b)1. If the value of a contract is in excess of $1 million in any fiscal year, at least one of the persons conducting negotiations must be a certified contract negotiator.

2. If the value of a contract is in excess of $10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute. The Project Management Professional shall provide guidance based on his or her experience, education, and competency to lead and direct complex projects.

3. The department is responsible for establishing and disseminating the certification and training requirements for certified contract negotiators. Training must ensure that certified contract negotiators are knowledgeable about effective negotiation strategies, capable of successfully implementing those strategies, and involved appropriately in the procurement process. The department shall evaluate such training every 5 years in order to assess its effectiveness and update the training curriculum. A certified contract negotiator is required to complete training every 5 years for certification renewal. Qualification requirements for certification must include:

a. At least 12 months' experience as a purchasing agent, contract manager, or contract administrator for an agency or a local governmental entity where at least 50 percent of the designated duties included procuring commodities or contractual services, participating in contract negotiation, contract management, or contract administration, or working as an agency attorney whose duties included providing legal counsel to the agency's purchasing or contracting staff.

b. Experience during the preceding 5 years in leading at least two federal, state, or local government negotiation teams through a negotiated procurement, or participation in at least three federal, state, or local government negotiated procurements.

(18) Any person who supervises contract administrators or contract or grant managers that meet criteria for certification in subsection (15) shall annually complete public procurement training for supervisors within 12 months after appointment to the supervisory position. The department is responsible for establishing and disseminating the training course content required for supervisors and training shall commence no later than July 1, 2022.

(19)(a)1. Each agency must avoid, neutralize, or mitigate significant potential organizational conflicts of interest before a contract is awarded. If the agency elects to mitigate the significant potential organizational conflict or conflicts of interest, an adequate mitigation plan, including organizational, physical, and electronic barriers, shall be developed.

2. If a conflict cannot be avoided or mitigated, an agency may proceed with the contract award if the agency head certifies that the award is in the best interests of the state. The agency head must specify in writing the basis for the certification.

(b)1. An agency head may not proceed with a contract award under subparagraph (a)2. if a conflict of interest is based upon the vendor gaining an unfair competitive advantage.

2. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:

a. Access to information that is not available to the public and would assist the vendor in obtaining the contract; or

b. Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.

(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

(20) Each agency shall establish a review and approval process for all contractual services contracts costing more than the threshold amount provided for in s. 287.017 for CATEGORY THREE which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.

(21) In any procurement that costs more than the threshold amount provided for in s. 287.017 for CATEGORY TWO and is accomplished without competition, the individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

(22) Nothing in this section shall affect the validity or effect of any contract in existence on October 1, 1990.

(23) An agency may contract for services with any independent, nonprofit college or university which is located within the state on the same basis as it may contract with any state university or college if the independent, nonprofit college or university:

(a) Is accredited by the Southern Association of Colleges and Schools; or

(b) Is authorized to operate within this state pursuant to chapter 1005, offers a professional degree, and is accredited by the Middle States Commission on Higher Education.

(24) The department, in consultation with the Chief Financial Officer and the state chief information officer, shall maintain a program for online procurement of commodities and contractual services. To enable the state to promote open competition and leverage its buying power, agencies shall participate in the online procurement program, and eligible users may participate in the program. Only vendors prequalified as meeting mandatory requirements and qualifications criteria may participate in online procurement.

(a) The department may contract for equipment and services necessary to develop and implement online procurement.

(b) The department shall adopt rules to administer the program for online procurement. The rules must include, but not be limited to:

1. Determining the requirements and qualification criteria for prequalifying vendors.

2. Establishing the procedures for conducting online procurement.

3. Establishing the criteria for eligible commodities and contractual services.

4. Establishing the procedures for providing access to online procurement.

5. Determining the criteria warranting any exceptions to participation in the online procurement program.

(c) The department may impose and shall collect all fees for the use of the online procurement systems.

1. The fees may be imposed on an individual transaction basis or as a fixed percentage of the cost savings generated. At a minimum, the fees must be set in an amount sufficient to cover the projected costs of the services, including administrative and project service costs in accordance with the policies of the department.

2. If the department contracts with a provider for online procurement, the department, pursuant to appropriation, shall compensate the provider from the fees after the department has satisfied all ongoing costs. The provider shall report transaction data to the department each month so that the department may determine the amount due and payable to the department from each vendor.

3. All fees that are due and payable to the state on a transactional basis or as a fixed percentage of the cost savings generated are subject to s. 215.31 and must be remitted within 40 days after receipt of payment for which the fees are due. For fees that are not remitted within 40 days, the vendor shall pay interest at the rate established under s. 55.03(1) on the unpaid balance from the expiration of the 40-day period until the fees are remitted.

4. All fees and surcharges collected under this paragraph shall be deposited in the Operating Trust Fund as provided by law.

(25) Each solicitation for the procurement of commodities or contractual services shall include the following provision: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

(26)(a) For each contractual services contract of $5 million or greater, the agency head shall establish a continuing oversight team after the contract has been awarded. The agency head shall appoint at least four persons, one of whom must be the certified contract manager, to the continuing oversight team. If the value of the contractual services contract is $10 million or greater, at least one of the persons on the continuing oversight team must possess at least 5 years of experience in managing contracts of a similar scope or size. If the value of the contractual services contract is $20 million or greater, the continuing oversight team shall consist of at least five persons; at least one of the persons on the continuing oversight team must be from an agency other than the agency or agencies participating in the contract. Members of the continuing oversight team must be agency employees and must collectively have experience and knowledge in contract management, contract administration, contract enforcement, and the program areas and service requirements for the contractual services purchased.

(b)1. For contracts of $5 million or greater, each continuing oversight team must meet at least quarterly.

2. For contracts of $10 million or greater, each continuing oversight team must meet at least monthly. A representative of the contractor must be made available to members of the continuing oversight team for at least one meeting every calendar quarter to respond to any questions or requests for information from the continuing oversight team concerning contractor performance.

(c)1. Within 30 days after the formation of the continuing oversight team, the continuing oversight team must convene an initial meeting with representatives of the contractor to achieve a mutual understanding of the contract requirements; to provide the contractor with an orientation to the contract management process; and to provide an explanation of the role of the continuing oversight team, contract manager, and contract administrator.

2. The continuing oversight team must meet to discuss the status of the contract, the pace of deliverables, the quality of deliverables, contractor responsiveness, and contractor performance. The contract administrator must be present at each meeting with the contract file and all applicable financial information. The continuing oversight team may submit written questions to the contractor concerning any items discussed during a continuing oversight team meeting. The contractor must respond to the team's questions within 10 business days after receiving the written questions. The questions and responses must be included in the contract file.

(d) The continuing oversight team must notify, in writing:

1. The agency head and the department of any deficiency in a contractor's performance which substantially affects the pace of deliverables or the likelihood of the successful completion of the contract.

2. The agency head, the department, and the Office of Policy and Budget in the Executive Office of the Governor of any significant change in contract scope or any increase in the cost of the contract that is 5 percent of the planned contract cost or greater within the fiscal year for contractual service contracts of at least $5 million.

3. The agency head, the department, the Office of Policy and Budget in the Executive Office of the Governor, and the legislative appropriations committees of any significant change in contract scope or any increase in the cost of the contract that is 5 percent of the planned contract cost or greater within the fiscal year for contractual service contracts of $10 million or greater.

History.—s. 1, ch. 78-4; s. 2, ch. 80-206; s. 4, ch. 80-374; s. 1, ch. 82-121; s. 9, ch. 82-196; s. 3, ch. 83-99; s. 3, ch. 83-192; s. 7, ch. 86-204; s. 9, ch. 88-384; s. 1, ch. 89-377; s. 17, ch. 90-268; s. 8, ch. 91-162; s. 251, ch. 92-279; s. 55, ch. 92-326; s. 7, ch. 93-161; s. 11, ch. 94-322; s. 869, ch. 95-148; s. 6, ch. 96-236; s. 30, ch. 97-153; s. 82, ch. 98-279; s. 11, ch. 99-4; s. 50, ch. 99-8; s. 45, ch. 99-399; s. 33, ch. 2000-164; s. 11, ch. 2000-286; s. 56, ch. 2001-61; s. 4, ch. 2001-278; s. 37, ch. 2002-1; s. 15, ch. 2002-207; s. 331, ch. 2003-261; s. 20, ch. 2004-5; ss. 9, 58, ch. 2004-269; s. 1, ch. 2005-59; ss. 6, 15, ch. 2005-71; s. 6, ch. 2006-2; s. 4, ch. 2006-26; s. 19, ch. 2006-79; s. 25, ch. 2006-195; s. 1, ch. 2006-224; s. 8, ch. 2007-6; s. 15, ch. 2007-105; s. 6, ch. 2008-5; s. 13, ch. 2008-116; s. 5, ch. 2008-153; s. 4, ch. 2009-227; s. 9, ch. 2010-4; s. 19, ch. 2010-151; s. 13, ch. 2012-32; ss. 5, 6, ch. 2013-1

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Award Task Order No. F-07-2022, Memorial Park Fencing, part of Bid No. 028-2511-20/RW for Minor Construction Services and authorize the issuance of a purchase order to Homrich Corp of Lake Worth, FL as the lowest responsive, responsible bidder for the amount of $183,000.

Explanation of Request:
On May 27, 2022, Public Works, Engineering issued a task order request #F-07-2022 for "Memorial Park Fencing". A mandatory site inspection was held on June 7, 2022, to review the project with the minor construction services pool of vendors.

Scope of work includes removing all existing aluminum fencing on the East and North side of Memorial Park, this includes all structural components. New fencing along the East and North sides of Memorial Park with 5' and 4' welded (non mechanical) 3 Channel Industrial Aluminum fencing. Fencing shall be powder coated black. New fencing shall be installed in same location and height as existing fencing. North fencing shall be one continuous fence. Installation of 6' x 33' double swing aluminum gate at park entrance.

June 16, 2022, Procurement services received quotes from three (3) of the four (4) minor construction services pool of vendors.

After reviewing the three (3) submittals, staff recommends the project be awarded to Homrich Corp. the second lowest bidder, with an estimated project schedule of 57 days, as this is in the best interest of the City. The lowest bidder has a project schedule of 75 days and currently has three (3) assigned projects with an additional purchase order being issued this week.

1. Anzco, Inc.	$173,000.00
2. Homrich Corp	$183,000.00
3. RPM General Contractors, Inc.	$250,432.00

How will this affect city programs or services? The Memorial Park's current fencing is in disrepair and is need of replacement and does not have a front gate. Installing a front gate will secure the site.

Fiscal Impact:
This item is budgeted in line item 631-3110-539.6315.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Contract	Resolution / Contract
🗋	Other	Renewal
🗋	Tab Sheets	Tabulation

RESOLUTION NO. R21-017

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE CITY MANAGER TO SIGN CONTRACTS WITH FOUR (4) PRIMARY CONTRACTORS AND THREE (3) ALTERNATE CONTRACTORS: HOMRICH CORP., ANZCO INC., RPM GENERAL CONTRACTORS, INC., I.Q. CONSTRUCTIONS, INC., E & F FLORIDA ENTERPRISES DBA CREATIVE CONTRACTING GROUP, CH GLOBAL CONSTRUCTION LLC, AND WAYPOINT CONSTRUCTION GROUP; TO ESTABLISH A PRE-QUALIFIED LIST OF CONTRACTORS IN ACCORDANCE WITH REQUEST FOR QUALIFICATION (RFQ) NO. 028-2511-20/RW "PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES" AND AUTHORIZE THE CITY MANAGER TO AWARD INDIVIDUAL PROJECTS NOT TO EXCEED $250,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 18, 2020 City staff opened a total of seven (7) submittals in response to RFQ No. 028-2511-20/RW "Pre-Qualification of Contractors for Minor Construction Services"; and

WHEREAS, the RFQ was issued with the intent of establishing a pre-qualified list of contractors to perform minor construction services projects which may include building repairs, upgrades and improvements as may be necessary within the City; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents to approve the ranking and authorize the City Manager to sign contracts with four (4) primary contractors and three (3) alternate contractors: Homrich Corp., Anzco Inc., RPM General Contractors, Inc., I.Q. Constructions, Inc., E & F Florida Enterprises dba Creative Contracting Group, CH Global Construction LLC, and Waypoint Construction Group; in order to establish a pre-qualified list of contractors in accordance with Request for Qualification (RFQ) No. 028-2511-20/RW "Pre-Qualification of Contractors for Minor Construction Services" and Authorize the City Manager to award individual projects not to exceed $250,000.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the ranking and authorizes the City Manager to sign contracts with four (4) primary contractors and three (3) alternate contractors: Homrich Corp., Anzco Inc., RPM General Contractors, Inc., I.Q. Constructions, Inc., E & F Florida Enterprises dba Creative Contracting Group, CH Global Construction LLC, and Waypoint Construction Group; in order to establish a pre-qualified list of contractors in accordance with Request for Qualification (RFQ) No. 028-2511-20/RW "Pre-Qualification of Contractors for Minor Construction Services" and Authorize the City Manager to award individual projects not to exceed $250,000. Copies of each Agreement are attached hereto and incorporated herein.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 19 day of January, 2021.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Ty Penserga	✓	
Commissioner – Justin Katz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Christina L. Romelus	✓	
VOTE	5-0	

ATTEST:

for Tamara Stanziale
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

R20-017

Contract No. 028-2511-20/RW-1
Between City of Boynton Beach & Homrich Corp.
FOR
PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES

THIS CONTRACT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and Homrich Corp., with a principle address of 6654 43rd Avenue South, Lake Worth, Florida 33463, hereinafter referred to as "CONTRACTOR", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Contractor is retained by the City to perform minor construction services in accordance with Exhibit "A" Homrich Corp. Proposal and Exhibit "B" **RFQ FOR PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES; RFQ No.: 028-2511-20/RW.**

2. SCOPE OF SERVICES/PROCESS. This CONTRACT applies to the performance of minor construction projects, which are those **UNDER $ 250,000.00 (two hundred fifty thousand dollars)** in costs, this includes a $ 25,000.00 (twenty-five-thousand-dollar owner contingency. These minor construction projects shall be initiated by the City upon issuance of a task order and shall be advertised to all pre-qualified Contractors. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the task order. Task Orders will commence only upon issuance of a valid Purchase Order by the Finance Department and written Notice to Proceed from the Public Works Department. Emergency work may be assigned at the City's discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR'S expertise, or competitive proposal submittal. The CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of "no bid." If the CONTRACTOR fails to respond to more than two (2) consecutive requests, the firm shall be removed from the program, and all subsequent bidding opportunities under this contract.

2.a. CHANGE ORDERS:

The contractor shall notify the Project Manager immediately with any changes or discrepancies to the project, a PDF shall be emailed to the Project Manager within 48 hours (2 days). Changes orders shall be itemized to include: cost; 10% overhead; and 5% profit.

2.b. COMPLETION OF WORK / LIQUIDATED DAMAGES:

The Contractor and City agree the rate set forth herein is a reasonable estimate of the amount of damages which the City will suffer in the event the Contractor does not timely complete the scope of work and/or perform to the technical specifications as outlined in the task order documents and contract.

Liquidated damages due to the City may be deducted from payments due the Contractor, or may be collected from the Contractor or his Surety. These provisions for liquidated damages shall not prevent the City, in case of the Contractor's default, from terminating the right of the Contractor to proceed as provided in the Contract.

Upon the occurrence of any failure to perform, the City shall notify the Contractor in writing of the nature of the failure and of City's intention to request corrective action(s), assess liquidated damages or either terminate the Contract.
The liquidated damages shall be $ 500.00/day.

2.c PERFORMANCE DURING EMERGENCY:
By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, City of Boynton Beach shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to City of Boynton Beach throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the City in the event of such an emergency. Failure to provide the stated Priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the City.

3. TIME FOR PERFORMANCE. Work under this CONTRACT shall commence upon written notice by the City to the CONTRACTOR to proceed. CONTRACTOR shall perform all services and provide all work product required pursuant to this CONTRACT upon written notice to proceed.

4. TERM: This CONTRACT shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for four (4) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period. The Firm shall be compensated at the rate in effect when this extension period is invoked by the City.**

5. PAYMENT: The City will pay the CONTRACTOR for performance of the work performed under each task order that is completed in accordance with the task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted by the City.

   a. Payment for the work provided by CONTRACTOR shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to CONTRACTOR shall not exceed the total contract price without express written modification of the CONTRACT signed by the City Manager or her designee.

   b. The CONTRACTOR may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the CONTRACTOR in the amount approved.

   c. Final payment of any balance due the CONTRACTOR of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work

under this CONTRACT and its acceptance by the City.

d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

e. The CONTRACTOR'S records and accounts pertaining to this CONTRACT are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the CONTRACT. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this CONTRACT shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.

7. COMPLIANCE WITH LAWS. CONTRACTOR shall, in performing the services contemplated by this CONTRACT, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this CONTRACT.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR.

9. INSURANCE. The CONTRACTOR shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and CONTRACTOR liability insurance in the amount of $1,000,000 per occurrence to $2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

   Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this CONTRACT.

   Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars ($1,000,000) per occurrence with a limit of no less than two million dollars ($2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

10. INDEPENDENT CONTRACTOR. The CONTRACTOR and the City agree that the CONTRACTOR is an independent contractor with respect to the services provided pursuant to this CONTRACT. Nothing in this CONTRACT shall be considered to create the relationship of employer and employee

between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded City employees by virtue of the services provided under this CONTRACT. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

11. COVENANT AGAINST CONTINGENT FEES. The CONTRACTOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The CONTRACTOR, with regard to the work performed by it under this CONTRACT, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The CONTRACTOR shall not sublet or assign any of the services covered by this CONTRACT without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this CONTRACT or any time limitation provided for in this CONTRACT shall not constitute a waiver of any other provision.

15. TERMINATION.

    a. The City reserves the right to terminate this CONTRACT at any time by giving ten (10) days written notice to the CONTRACTOR.

    b. In the event of the death of a member, partner or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this CONTRACT, if requested to do so by the City. This section shall not be a bar to renegotiations of this CONTRACT between surviving members of the CONTRACTOR and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this CONTRACT, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This CONTRACT shall be construed under Florida Law.

17. NOTICES.

    Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

Notices to CONTRACTOR shall be sent to the following address:

George Homrich
Homrich Corp
6654 43rd Avenue South
Lake Worth, FL 33463
Email: Gchomrich@gmail.com
Phone: 561-254-8322

18. INTEGRATED CONTRACT. This CONTRACT, together with attachments or addenda, represents the entire and integrated CONTRACT between the City and the CONTRACTOR and supersedes all prior negotiations, representations, or CONTRACTs written or oral. This CONTRACT may be amended only by written instrument signed by both City and CONTRACTOR.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435

561-742-6061
GIBSONC@BBFL.US

20. SCRUTINIZED COMPANIES 287.135 and 215.473.

By execution of this CONTRACT, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Design-Build Team certifies that Design-Build Team is not participating in a boycott of Israel. Design-Build Team further certifies that Design-Build Team is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Design-Build Team been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Design-Build Team of the City's determination concerning the false certification. Design-Build Team shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Design-Build Team shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Design-Build Team does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

DATED this 7 day of January, 2020.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

HOMRICH CORPORATION

CONTRACTOR

President of Homrich Corp

Attest/Authenticated:

Title

Ray Marciniuski of Marciniuski Group III

CITY OF BOYNTON BEACH

for Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

James A. Cherof, City Attorney

Attest/Authenticated:

Witness

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000
January 4, 2022

REQUESTING DEPARTMENT: ***Public Works - Facilities***
DEPARTMENT CONTACT: ***Gail Mootz***
TERM: ***January 19, 2022 to January 18, 2023***
SOURCE FOR PURCHASE: ***RFQ 028-2511-20/RW***
ACCOUNT NUMBER: ***Various Accounts – CIP and Operating***
VENDOR(S): **Anzco, Inc.; Homrich Corp; I.Q. Constructions Inc.; RPM General Contractors, Inc.; Waypoint Contracting Inc.; E & F Florida Enterprises, Inc. dba Creative Contracting Group**

ANNUAL ESTIMATE: ***$650,000***

DESCRIPTION:
On January 19, 2021, Commission awarded contracts to four (4) primary contractors, Anzco, Inc., Homrich Corp, I.Q. Constructions, Inc., and RMP General Contractors, Inc. And three (3) alternate contractors, E & F Enterprises dba Creative Contracting Group, CH Global Construction, and Waypoint Construction Group based off of the RFQ 028-2511-20/RW for Pre-Qualification of Contractors for Minor Construction Services. The Contract allows for an initial (1) year period with four (4) one-year renewal periods. All vendors have agreed to renew the contract for the 1st one-year renewal term with the same terms and conditions.

REQUESTING DEPARTMENT: ***Development - Building***
DEPARTMENT CONTACT: ***John Kuntzman***
TERM: ***February 17, 2022 to February 16, 2023***
SOURCE FOR PURCHASE: ***RFP 021-2411-20/RW***
ACCOUNT NUMBER: ***130-2411-524.49-17***
VENDOR(S): **C.A.P Government, Inc.; Universal Engineering; Calvin, Giordano & Associates**

ANNUAL ESTIMATE: ***$525,000***

DESCRIPTION:
On February 16, 2021, Commission awarded contracts to three (3) firms, C.A.P. Government, Inc.; Universal Engineering Sciences, Inc.; and Calvin, Giordano & Associates, Inc. based on RFP 021-2411-20/RW for Supplemental Building Inspections and Plan Review Services. These firms provide professional services to fire, building, electrical, mechanical, plumbing inspections, and plan review on an as-needed basis. The Contract allows for an initial (1) year period with an option to renew for three (3) additional one-year terms. All three (3) firms have agreed to renew the contract for the 1st one-year renewal term with the same terms and conditions.

Memorial Park Fencing

DUE DATE:
DUE TIME: 5:00pm
RFQ NO.028-2511-20/RW
TASK # F-07-2022

VENDORS	**Business Name: Homrich Corp**	**Business Name: Anzco, Inc**	**Business Name: I.Q. Constructions, Inc.**	**Business Name: RPM General Contractors, Inc.**
Scope: Welded Aluminum Fencing	**$171,000.00**	**$160,000.00**		**$237,326.00**
~~Chain Link Fencing -~~ **City will not be moving forward on this replacement**	**~~$53,000.00~~**	**~~$50,000.00~~**		**~~$35,258.00~~**
Park Entrance Gate	**$12,000.00**	**$13,000.00**		**$13,106.00**
Total	**$236,000.00**	**$223,000.00**		**$285,690.00**
COMMENTS: Project Schedule	57 days	75 days	**No Bid**	120 days
Revised Total	**$183,000.00**	**$173,000.00**		**$250,432.00**

Opened and tabulated by: Kristeena Pinto 6/20/2022
Modified per department's requst as not installing chain link fencing 6/23/2022

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission:
Approve request for Master Plan Modification (MPMD 22-001) for Shalimar at Boynton Beach to establish project density and intensity, maximum building heights, land use distribution, and vehicle pedestrian circulation design. Applicant: Rene Gutierrez, TM Residential LLC.

Approve request for New Major Site Plan (NWSP 22-001) for Shalimar at Boynton Beach to allow the construction of a mixed-use development consisting of 250 residential units, two (2) 2,150 square foot retail buildings, a 9,850 square foot clubhouse, and associated site improvements. Applicant: Rene Gutierrez, TM Residential LLC.

(Tabled from the April 19, 2022 and May 17, 2022 City Commission meetings.)

Explanation of Request:
The proposed Shalimar at Boynton Beach development is located at the southwest corner of W. Boynton Beach Boulevard and Knuth Road. The project site is vacant and totals 12.506 acres. The parcel abuts an existing, unimproved 30-foot wide platted right-of-way that is required to be abandoned prior to permitting (See Exhibit “C” - Conditions of Approval). The subject property is one of the few remaining large vacant lots within the City limits that could accommodate a large-scale mixed-use development without the need for land assemblage.

The subject parcel was annexed to the City on December 18, 1990. Concurrent with approval of the annexation (Ordinance 090-61), the City Commission approved the associated Future Land Use Map Amendment and Rezoning application (Ordinances 090-69 and 090-70) to provide the parcel a Local Retail Commercial (LRC) future land use classification and Planned Commercial Development (PCD) zoning designation. The applications also included a Master Plan to construct a Planned Commercial Development consisting of 120,000 square feet, associated parking and site improvements. This approval was vested with the construction and platting of a portion of the site with a gas station and convenience store located at the northeast corner of the original master plan. On June 15, 2021 the City Commission approved a Rezoning application (Ordinance 21-015) to amend the parcel’s zoning designation from PCD (Planned Commercial Development) to SMU (Suburban Mixed Use), which was intended to encourage the construction of a well-planned mixed-use development in accordance with a relatively new mixed-use zoning district. A principal purpose of this district is to allow a mix of residential and commercial uses to complement the City’s commercial core, provide interconnectivity and minimized travel distances, and contribute to the vision intended for the area.

The Planning and Development Board reviewed the subject applications at their meeting on March 22, 2022 and recommends approval of the
Major Master Plan Modification application (MPMD 22-001); however, the board did not recommend approval of the request for New Major Site Plan (NWSP 22-001).

Following the Planning and Development Board meeting, the applicant submitted revised plans addressing various concerns. The plans have been amended as follows:

1. Relocation of the mail room to the southeast corner of the eastern retail building to provide convenient and direct pedestrian access from the residential portion of the property;

2. Addition of an access point at the eastern portion of the main entry to provide convenient access to the solid waste vehicle operator;
3. Addition of a resident only lane to the east entrance;
4. Addition of an exit only driveway located at the southernmost area of the east property line and connecting to Knuth Road.
5. Reconfiguration of gate access and backout spaces to separate the commercial and residential portions of the site.
6. Relocation of the lift station from Boynton Beach Boulevard to the west side of the site.

Staff has reviewed this request for a Major Site Plan Modification and Master Plan Modification, and recommends APPROVAL, subject to the accompanying conditions.

How will this affect city programs or services?
N/A

Fiscal Impact: Development of this property will add to the City's tax roll.

Alternatives: None recommended.

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Staff Report	Staff Report - Shalimar at Boynton Beach
🗋	Location Map	Exhibit A - Location Map
🗋	Drawings	Exhibit B - Plans
🗋	Conditions of Approval	Exhibit C - Conditions of Approval
🗋	Letter	Exhibit D - Applicant Justification
🗋	Development Order	Development Order
🗋	Other	Staff Presentation
🗋	Other	Applicant Presentation

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 22-010
STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Amanda Radigan Planning and Zoning Director
FROM:	Luis Bencosme, Planner II
DATE:	June 20, 2022
PROJECT NAME:	Shalimar at Boynton Beach (NWSP 20-004)
REQUEST:	Approve request for Master Plan Modification (MPMD 22-001) and New Major Site Plan (22-001) to Shalimar at Boynton Beach to allow the construction of a mixed-use development consisting of 250 residential units, two (2) retail buildings totaling 4,300, a 9,850 square-foot clubhouse, and associated site improvements.

PROJECT DESCRIPTION

Property Owner:	SBB 250 SPE LLC
Applicant:	Rene Gutierrez, TM Residential, LLC
Agent:	Bonnie Miskel and Beth Schrantz, Dunay, Miskel & Backman, LLP
Location:	Southwest corner of W. Boynton Beach Boulevard and Knuth Road and north of Stonehaven Drive (see Exhibit "A" – Site Location Map)
Existing Land Use:	MXL (Mixed Use Low)
Proposed Land Use:	MXL (Mixed Use Low)
Existing Zoning:	SMU (Suburban Mixed Use)
Proposed Zoning:	SMU (Suburban Mixed Use)
Proposed Use:	Mixed use development with 250 residential dwelling units, 4,300 square-foot of retail space, 9,800 square-foot clubhouse, and associated parking and related site improvements.
Acreage:	12.506 Acres

Adjacent Uses:

North: Right-of-way for West Boynton Beach Boulevard; further north, developed commercial property classified Local Retail Commercial (LRC) and zoned C3 (Community Commercial).

South: City limits; further south, unincorporated Palm Beach County and the Quail Ridge residential golf course.

East: Commercial outparcel classified Local Retail Commercial (LRC) and zoned PCD (Planned Commercial Development); further east, right-of-way of Knuth Road followed by a developed commercial property classified Local Retail Commercial (LRC) and zoned C3 (Community Commercial), as well as a developed commercial property classified Local Retail Commercial (LRC) and zoned C1 (Office Professional).

West: Platted unimproved right-of-way; further west, city limits followed by unincorporated Palm Beach County and the Quail Ridge residential golf course.

PROPERTY OWNER NOTIFICATION

Owners of properties within 400 feet of the subject request were mailed a notice of this request and its respective hearing dates. The applicant certifies that they posted signage and mailed notices in accordance with Ordinance No. 04-007.

BACKGROUND

Proposal: The proposed Shalimar at Boynton Beach development is located at the southwest corner of W. Boynton Beach Boulevard and Knuth Road. The project site is vacant and totals 12.506 acres. The parcel abuts an existing 0.67-acre platted right-of-way that is required to be abandoned prior to permitting (See Exhibit "C" - Conditions of Approval). The subject property is one of the few remaining large vacant lots within the City limits that could accommodate a large-scale mixed-use development without the need for land assemblage.

The subject parcel was annexed to the City on December 18, 1990. Concurrent with approval of the annexation (Ordinance 090-61), the City Commission approved the associated Future Land Use Map Amendment and Rezoning application (Ordinances 090-69 and 090-70) to provide the parcel a Local Retail Commercial (LRC) future land use classification and Planned Commercial Development (PCD) zoning designation. The applications also included a Master Plan to construct a Planned Commercial Development consisting of 120,000 square feet of commercial space, associated parking and site improvements. However, the parcel has remained vacant. On June 15, 2021 the City Commission approved a Rezoning application (Ordinance 21-015) to amend the parcel's zoning designation from PCD (Planned Commercial Development) to SMU

(Suburban Mixed Use), which was intended to encourage the construction of a well-planned mixed-use development in accordance with a relatively new mixed-use zoning district. A principal purpose of this district is to allow a mix of residential and commercial uses to complement the City's commercial core, provide interconnectivity and minimized travel distances, and contribute to the vision intended for the area.

The applicant is requesting approval of a Master Plan Modification (MPMD 22-001) and New Major Site Plan (NWSP 22-001), to construct a mixed-use development comprising of 250 dwelling units, two (2) retail buildings totaling 4,300 square feet, a 9,850 square foot clubhouse, and associated site improvements.

ANALYSIS

Traffic: A traffic study was sent to the Palm Beach County Traffic Division for review. An approval letter from the Palm Beach County Traffic Division, date stamped February 8, 2022, was provided by the applicant. The letter requested that the applicant submit a FDOT conceptual pre-approval letter for the driveway connection onto Boynton Beach Boulevard, which was also provided by the applicant.

The traffic study indicates that this project is expected to generate 1,528 net daily trips, 92 net A.M. peak hour trips and 124 net P.M. peak hour trips.

School: The proposed development is required to submit an approved SCAD (School Capacity Availability Determination) application to ensure the area schools have adequate capacity to accommodate the potential public-school students who will reside at the project. An approval letter from the County is required prior to permit issuance (See Exhibit "C" - Conditions of Approval).

Utilities: The Utility Department has reviewed the proposed Civil Engineering plans and agrees that the City's water capacity would meet the projected potable water demand for this project. Additionally, sufficient sanitary sewer and wastewater treatment capacity is currently available to serve the project.

Police/Fire: The Police Department has reviewed the site plan to ensure it meets the CPTED (Crime Prevention Through Environmental Design) standards. The review comments have been addressed by the applicant.

The Fire Department will be able to provide an adequate level of service for this project with current or expected infrastructure and/or staffing levels. Further plan review by Police and Fire will occur during the building permit process.

Drainage: The applicant submitted a preliminary engineering plan with conceptual drainage information for the City's review. The applicant has agreed to implement the necessary drainage solutions. The existing catch basins would be connected to the proposed off-site system. In addition, the proposed drainage manholes would be converted to catch basins, which

would be based on their locations vis-à-vis to the existing catch basins. (See Exhibit "C" - Conditions of Approval). The Engineering Division has found the conceptual information to be adequate and is recommending that further review of specific drainage solutions be deferred until time of permit.

Access: The development has two points of ingress/egress. The main vehicular point of access is located on the north side of the project site, connecting to Boynton Beach Boulevard; the secondary point of access is located on the east side, connecting to Knuth Road. These two points of access are interconnected by a two-way drive-isle to ensure safe, adequate and efficient vehicular circulation throughout the site.

The project proposes a well-defined network of pedestrian walkways that provide safe and adequate access to the residential and commercial buildings, as well as the provided amenities and rights-of-way. The project proposes a pedestrian connection to the existing public sidewalk located on the south side of Boynton Beach Boulevard – an integral pedestrian connection that provides access to the existing nearby bus stops located on the south side of the boulevard. In order to provide additional pedestrian connectivity, the Engineering Department is requiring a sidewalk along Knuth Road and connection to the eastside parking area.

Parking: The standard off-street parking spaces calculation methodology for the SMU (Suburban Mixed Use) zoning district requires 1.5 parking spaces for one-bedroom dwelling units, and two (2) parking spaces for two (2) or more bedroom dwelling units. The project proposes a total of 250 dwelling units comprised of 48 one (1)-bedroom apartments, 166 two (2)-bedroom apartments and 36 three (3)-bedroom apartments. This standard methodology would require a total of 476 parking spaces for the residential component. Additionally, the code requires the provision of guest parking spaces at a rate of 0.15 spaces per unit, adding 38 more required spaces. The retail buildings require one (1) parking space per 200 square feet of gross floor area, which computes to 22 additional parking spaces based on the aggregate gross floor area of the retail spaces. The parking data included in the Site Plan and Justification Statement does not take into consideration the required parking spaces for the proposed residential recreational/amenity areas, which would include the clubhouse and pool area. Therefore, the project is also required to provide five (5) parking spaces, plus one (1) additional space per three hundred (300) square feet of gross floor area of the clubhouse dedicated for leasing or management uses (See Exhibit "C" - Conditions of Approval). Under this standard methodology for calculating required off-street parking spaces, the project would be required to provide 541 parking spaces, as well as additional parking spaces needed for the clubhouse. The applicant has been required to submit floor plans for the clubhouse at time of permitting in order to determine the actual number of required parking spaces needed for the office and management office spaces.

The applicant has elected to take advantage of the City's Parking Relief for Sustainability provisions, which includes reduced minimum parking ratios of 1.33 parking space per dwelling unit for one-bedroom apartments, and 1.66

parking space per unit for two-bedroom apartments. The lower ratio results in a reduction of 76 parking spaces associated with the residential use, and the overall required minimum spaces for the project being 465. The additional parking spaces that may be needed for the clubhouse and pool area will be determined at time of permitting (See Exhibit "C" - Conditions of Approval); however, the projected surplus should be sufficient to support the minimum spaces required for the clubhouse. Also, the applicant is required to submit a parking contingency plan showing the areas on the proposed site plan where parking spaces may be added in the event that a shortage is realized subsequent to construction, and/ or provide operational rules, procedures or strategies needed to off-set the realized deficiency (See Exhibit "C" - Conditions of Approval). Therefore, staff has determined that the proposed number of parking spaces would be sufficient to meet code requirements. The site plan provides a total of 514 parking spaces, including ten (10) handicap parking spaces, six (6) parking spaces supplemented with electric charging stations and 49 compact parking spaces.

Landscaping: The Plant List (Sheet L1) indicates that the project would add a total of 275 trees, 153 palm trees, 8,247 shrub specimens, and 15,229 small shrubs/groundcover plants. The plant material is proposed within the required perimeter landscape buffer, within landscape islands, and along the right-of-way. All plant materials to be used in the landscape design are required to be Florida number one grade and must be identified as having "low" or "medium" watering needs in the South Florida Water Management's "Waterwise" publication. The proposed tree species would include the following: Verawood, Gumbo Limbo, Green Buttonwood, Bridalveil Tree, Japanese Fern Tree, East Palatka Holly, Queen's Crape Myrtle, Kapok Tree, Ligustrum Tree and Live Oak. At time of permitting, the Landscape Plan must include a minimum of 5 percent butterfly attracting shrub and trees, with a minimum of three (3) species of plant material (See Exhibit "C" - Conditions of Approval).

Projects proposed in the Suburban Mixed Use (SMU) zoning district are subject to the front yard "Build-to-Line" provisions, which requires buildings to be located in close proximity to the right-of-way. However, buildings fronting a major arterial roadway (i.e. Boynton Beach Boulevard) may be setback a maximum of ninety (90) feet with the provision of a twenty-five (25)-foot wide landscape buffer, which must include a berm. The project proposes a 25-foot wide landscape buffer between the parking lot and the Boynton Beach Boulevard right-of-way, which includes the following features and plant material:

1. A 36-inch tall berm and continuous hedge positioned in the inside portion of the landscape buffer, as well as one (1) tree with a minimum spacing of thirty (30) feet on center;
2. Three (3) shrub species located on the outside portion of the landscape buffer, two (2) of which must be flowering species.

Additionally, the project includes landscape buffers along the west, south and east property lines. The landscape buffers consist of canopy trees (i.e. Green Buttonwood, Live Oak, Japanese Fern Tree, Gumbo Limbo and Verawood) spaced approximately 20 feet on center, rows and staggered shrubs (i.e.

Podocarpus, Dwarf Clusia and Nora Grant Ixora) and groundcover (i.e. Jasmine Summer Sunset and Green Island Ficus). The buffer along the south property line incorporates a six (6)-foot tall black vinyl coated chain link fence. The majority of the proposed landscape islands include Live Oak trees and clustered Horizontal Cocoplum shrubs, with several smaller landscape islands consisting of East Platka Holly trees and Horizontal Cocoplum. Lastly, the foundation of each residential and commercial building is softened with landcape primarily consisting of a mix of closely spaced palm trees (Solitaire Palm, Montgomery Palm), shrubs (Small leaf Clusia and Podocarpus) and groundcover (Green Island Ficus).

Building and Site: The project site consist of a single undeveloped parcel – totaling 12.18 acres abutting W. Boynton Beach Boulevard to the north and Knuth Road to the east. The parcel is adjacent to an existing outpacel that is currently develeoped with a gas station. Also, the parcel is adjacent to an existing, unimproved 30-foot wide right-of-way extending along the entire western boundary of the project. Staff recommends that the unimproved right-of-way be abandoned and a Unity of Control be provided at time of permitting (See Exhibit "C" - Conditions of Approval).

The residential component of the project includes ten (10) residential apartment buildings consisting of one (1), two (2) and three (3) bedroom apartments. The taller four (4)-story apartment buildings are located away from the west and south property lines. A lake is proposed at the center of the site, which will include a boardwalk. The commercial component of the mixed use project consists of a 9,850 square foot clubhouse and two (2), 2,150 square foot retail buildings fronting W. Boynton Beach Boulevard.

Relative to the floor area ratio (FAR) standards within the code, the Suburban Mixed Use (SMU) zoning district has a maximum allowable FAR of 2.5; the project propoes 0.01. The District also has a maximum allowable density of 20 dwelling units per acre. This requirement limits the project to 250 dwelling units, which is precisely the proposed amount of units.

Building Height: The maximum building height allowed in the SMU (Suburban Mixed Use) zoning district is 55 feet. The project propoes various types of residential and commercial buildings, with the tallest building proposed at 38 feet in height – which computes to 17 feet below the maximum allowable height.

Setbacks: The SMU (Suburban Mixed Use) zoning district requires no building setbacks from the right-of-way, but rather a 0-90 foot build-to line. Therefore, the retail buildings are proposed at a distance of 90 feet from the W. Boynton Beach Boulevard right-of-way, which is needed to accommodate the required parking and landscape buffer. The buildings are also setback approximately 95 feet from the center line of the abutting right-of-way, 85.5 feet from the south side property line, 79 feet from the easternmost property line, and 77 feet from the eastern property line abutting the gas station out parcel. The proposed setbacks conform to the District's setback requirements.

Amenities: The project proposes several amenities for the use of residents, visitors and

patrons. A pathway – enhanced with seating, trash receptacles and landscape – is proposed around the lake. The pathway is connected to several amenities (i.e. dog walk, tot-lot, garden and other play areas). The project also includes a fenced dog park on the south side of the site, between Buildings No. 6 and No. 7. The clubhouse includes a pool area with several barbecue grills. Ten (10) Covered bike rack stations are proposed througout the site, near the building entrances. Lastly, public outdoor seating areas have been incorporated between the retail buildings and clubhouse.

Design: The intended architectural style for the project is Floribbean, which is an interpretation of Old Florida Style architecture. This architectural style creates a sense of identity for the area as it utilizes Florida Vernacular design elements and materials. The project features ample horizontal and vertical façade articulation and cool, light colors.

The residential and commercial buildings include an extensive use of complementary architectural treatments and finishes. The proposed facades are highly articulated with the use of vertically oriented windows and doors, which are decorated with light blue (SW 7601 – Dockside Blue) shutters and metal awnings. The building walls include horizontal siding (SW 6231 – Rock Candy) and white smooth stucco (SW 7005 - Pure White). Additionally, the roof lines consist of multiple pitched, metal roofs with varying heights. Additionally, the balconies are enhanced with ornamental railings.

Sustainability: Mixed use developments consisting of more than 50 dwelling units must provide the required sustainable options (outdoor lighting, butterfly attracting landscape material, electric charging stations and white roof), and achieve a minimum of 25 sustainability points. The development proposes to exceed the requirement by providing the following:

SUSTAINABLE DEVELOPMENT STANDARDS	POINTS
ENERGY	
Efficient Cooling - All air conditioners are Energy Star qualified. Minimum SEER 16.	2
Efficient Water Heating - At least 75% of hot water on premises is heated via Energy Star Certified water heaters or solar water heaters.	2
Cool Roof - Use roofing materials that have a Solar Reflective Index (SRI) 75 for low-sloped roofs (<2:12) or 25 for steep-sloped roofs (>2:12) for a minimum of 75% of the roof surface.	2
Building Color – Utilization of white or cool light colors for the body of buildings to reflect rather than absorb heat and reduce cooling costs. Accent and trim colors are not limited to these choices.	2
Shade Structures – Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 50% of glazed openings.	4
Lighting – Provide energy efficient lighting such as LED lighting for building interiors for 100% of proposed lighting.	1

Energy star appliances – All appliance with in a building are 100% energy star.	2
Recycle Station/Dumpster Area – Recycle chute(s) in mixed use districts and dumpster, which include a recycle station.	1
Rain Water Reuse – At least 75% of rain water from the roofs of structures is captured and recycled for landscape irrigation.	4
Nature Path or Trail – Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least ¼ mile long and does not intrude on or unduly harm existing natural features. Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least ½ mile long and does not intrude on or unduly harm existing natural features.	1
Minimum Open Space – Provision of usable common open space in excess of code requirements by up to 20%. The designed space shall not have any dimension less than seventy-five (75) feet.	4
Electric Charging Stations – Provide four (4) over the required number of electric car charging stations.	4
Total Points	29

Lighting: The photometric plan (EPH-1) includes 86 freestanding pole light fixtures, with pole height of 20 feet. It also includes 4 light fixtures mounted to the building walls. The City's Land Development Regulations limits the lighting levels to a maximum of 5.9 foot-candles. The Site Photometric Plan depicts lighting levels below the above-mentioned foot-candles limit.

Signage: Site and building signage have not been finalized and a Sign Program must be approved prior to requesting any sign permits for the site (see Exhibit "C" – Conditions of Approval).

Public Art: The applicant is in communication with the Public Arts Manager regarding the applicable Public Arts requirements, which shall be met prior to permitting.

RECOMMENDATION

Staff has reviewed this request for a New Site Plan and Master Plan Modification, and recommends APPROVAL, subject to approval of the accompanying applications and satisfying all comments indicated in Exhibit "C" – Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

S:\Planning\SHARED\WP\PROJECTS\Knuth Rd (aka Shalamar)\Shalimar MPMD 22-001 & NWSP 22-001\Updated_Staff Report_Shalimar at Boynton Beach_MPMD 22-001 NWSP 22-001.doc

Exhibit A - Location Map

March 10, 2022

1:4,514

0 0.0375 0.075 0.15 mi

OWNER INFORMATION:
QUAIL RIDGE COUNTRY CLUB, INC.
3715 GOLF RD.
BOYNTON BEACH, FL 33436

QUAIL RIDGE PLAT NO.22, A PUD
(P.B. 95, PAGE 67)
"GOLF COURSE"

30' R/W
(P.B. 5, PAGE 73)

FND. 4" X 4" CONC. MONUMENT
(QUAIL RIDGE PLAT COR.)

30' PLATTED R/W
(P.B. 5, PG. 78)

7' CHAIN LINK FENCE

S 00°05'40" W (PLAT)
N00°48'49"W 976.50' (GRID-C)

FND. 3/4" IRON ROD
(NO CAP)

FENCE TIE
0.98'

S87°41'31"W
30.00' (M)

ELECTRICAL METER BOX

FND. 4" X 4" CONC. MON. NE COR. QUAIL RIDGE

4 WIRE FENCE CONTINUES

S89°53' 28" W
30.08' (M)

FND. 5/8" I.R.&C. LB 353
(S 89°12'E (GRID-M). 0.18' FROM CALC. CORNER)

TRACT A (7 FT. R/W DEDICATION)

BENCHMARK
SET MAG NAIL IN CONC. SIDEWALK
ELEV.=16.20

60.00'

STORM M.H.
RIM EL.= 16.29
W. INV. = 10.55
E. INV. = 10.58
BOTT. - 10.44

53.00'

(E.O.P. AT TRAFFIC SEPARATOR)

BILLBOARD

10' U.E.

SOUTH RIGHT-OF-WAY LINE
STATE ROAD 804 AS SHOWN IN
ROAD PLAT BOOK 2, PAGE 219

TRACT A

CABLE TV HAND HOLE

N87°34'11"E 428.34' (GRID-C)
S 88°28'40" W 428.39' (PLAT)

CONC. WALK

(EASTBOUND LANES)

BOYNTON BEACH BOULEVARD (STATE ROAD 804)
(R.P.B. 2, PAGE 217-220)
(R/W WIDTH VARIES)
PUBLIC ROAD

ULTIMATE R/W LINE

3 WIRE FENCE
LIGHT / UTILITY POLE (TYPICAL)
OVERHEAD WIRES EXTEND E/W

CB RIM EL.= 15.48
N. INV. = 8.00
E. INV. = 7.66
W. INV. = 10.48
BOTT. - 7.24

4' METAL FENCE (TYPICAL)

TOP OF BANK

EDGE OF WATER

RETENTION POND

HEADWALL

FND. 4" X 4" CONC. MONUMENT STAMPED PRM LB 3922 (N83°12'E (GRID-M) 0.14' FROM CALC. CORNER)

N. R/W LINE

NW. CORNER OF SEC. 30/45/43
(NO MONUMENT FOUND)

N 87°32'46" E 2632.37' (GRID - C)
(E. LINE OF NW 1/4 OF SEC. 30/45/43)

N. 1/4 COR. SEC. 30/45/43

FND. I.R.&C. NO I.D. IN ASPH. BOX CUT (N 11°53'E. 0.19' FROM P.B.C. POSITION)

BENCHMARK
SET MAG NAIL IN CONC. MEDIAN
ELEV.=16.77

CONTROL STRUCTURE
RIM = 16.67
W. INV. = 10.12
BOTT. = 9.88

CONTROL STRUCTURE
RIM. EL.= 17.29
WEIR PLATE & INVERTS
INACCESSIBLE

STORM MANHOLE
RIM. = 15.78
N.W. INV.=7.65
W. INV.=7.52
E. INV.=7.28
S.E. INV. 11.25
BOTT. = 7.23

CB RIM EL.= 14.60

N 00°54'14" W 592.26' (M)
N 00°54'29" W 592.07' (C - GRID)

N - S 1/4 SECTION LINE

KNUTH ROAD PCD PLAT NO.1
(LOT2 - P.B. 82, PAGE 45)
"VACANT"

KNUTH ROAD PCD PLAT NO.1
(LOT 1 - P.B. 82, PAGE 45)
"NOT INCLUDED"
(GAS STATION FIN. FLOOR ELEV. = 17.09)

GAS/CAR WASH BUILDING

SET 1/2" I.R.& C. LB 2438

4' WIRE FENCE

S 00°00'00" W (PLAT)
S00°54'29"E 257.00' (GRID-C)

10' U.E.

16' U.E.

28' U.E.

S89°05'31"W 775.00' (GRID-C)
N 90°00'00" E (PLAT)

MONITORING WELL STUB OUT EL.= 15.71

(ACCESS DRIVEWAY)

MONITORING WELL LID EL.= 16.44

CB RIM EL.= 14.40
W. INV.= 11.20
N. INV. = 10.90
BOTT. = 10.83

WATER HAND HOLE & F.H.

RPZ

5' L.A.E.

10' U.E.

CONC. WALK

TRACT B

10' U.E. (ORB 3214, PG. 89)

FND. X - CUT IN CONC. SIDEWALK (N29°37'E (GRID-M). 0.28' FROM CALC. CORNER)

SANITARY MANHOLE
RIM. EL.= 16.17
W. INV.=7.80
E. INV. =8.01

SANITARY MAN HOLE
RIM. EL.= 14.71
W. INV. =7.00
S. INV.=6.96

WATER VALVES (TYPICAL)

TRACT B (10FT. R/W DEDICATION)

FENCE TIE
0.37'

SET 1/2" I.R.& C. LB 2438

4' METAL FENCE (TYPICAL)

FND. 5/8" I.R.& C. LB 353
(N 47°28'E (GRID-M). 0.26' FROM CALC. CORNER)

N 00°00'00" E (PLAT)
S00°54'29"E 716.09' (GRID-C)

3' U.E.

4' WIRE FENCE

12' X 8' U.E. (ORB 4399, PG. 1978)

CB RIM EL.= 10.84
BOTT. = 7.83

LIGHT / UTILITY POLE (TYPICAL)

SANITARY MANHOLE
RIM. EL.= 13.55
E. INV. = 4.62
N. INV. = 4.74

(ASPHALT PAVING)

NO PARKING SIGN

KNUTH ROAD
(R/W WIDTH VARIES - PUBLIC ROAD)

EAST R/W LINE

CB RIM EL.= 10.66
W. INV. = 8.30
E. INV. = 8.20
BOTT. = 7.91

FND. 4" X 4" CONC. MONUMENT
PRM LB 2204
(QUAIL RIDGE PLAT COR.)
(N89°06'E, 0.17' (GRID-M) FROM CALC. CORNER)

S87°41'31"W 604.98' (GRID-C)
N 88°36'00" E (PLAT)

QUAIL RIDGE PLAT NO.22, A PUD
(P.B. 95, PAGE 67)
"GOLF COURSE"

7' CHAIN LINK FENCE

WATER PUMP SHELTER

WELL PUMP INSIDE FENCE

WOOD POWER POLE WITH METER

WELL HEAD

STONEHAVEN - PLAT NO. 1 (PUD)
(P.B. 48, PAGE 1)

A PORTION OF BLOCK 25
(P.B. 5, PAGE 72)
(O.R.B. 12337, PG. 1882)

A PORTION OF BLOCK 8 & 25
(P.B. 5, PAGE 72)
(O.R.B. 30269, PG. 1111)

NOTE:
ALL ELEVATIONS ARE NAVD 88 DATUM

GRAPHIC SCALE
0 20 40 80 120
(IN FEET)
1 INCH = 40 FT.

LEGEND

ABBREVIATIONS

P.O.B.	=	POINT OF BEGINNING
P.R.M.	=	PERMANENT REFERENCE MONUMENT
P.C.P.	=	PERMANENT CONTROL POINT
C.M.	=	CONCRETE MONUMENT
R/W	=	RIGHT-OF-WAY
P.B.	=	PLAT BOOK
O.R.B.	=	OFFICIAL RECORD BOOK
D.B.	=	DEED BOOK
R.P.B.	=	ROAD PLAT BOOK
P.B.C.R.	=	PALM BEACH COUNTY RECORDS
R	=	RADIUS
Δ	=	CURVE CENTRAL ANGLE
L	=	ARC LENGTH
P	=	PLAT
D.	=	DESCRIPTION
C.	=	CALCULATED
M.	=	MEASURED
C.& M.	=	CALCULATED AND MEASURED
P.& M.	=	PLAT AND MEASURED
FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FPL	=	FLORIDA POWER AND LIGHT COMPANY
P.B.C.	=	PALM BEACH COUNTY
P.B.C.U.E.	=	PALM BEACH COUNTY UTILITY EASMENT
L.A.E.	=	LIMITED ACCESS EASEMENT
U.E.	=	UTILITY EASEMENT
FND.	=	FOUND
I.R. & C.	=	IRON ROD & CAP
C.M.	=	CONCRETE MONUMENT
U.E.	=	UTILITY EASEMENT
D.E.	=	DRAINAGE EASEMENT
W.M.A.E.	=	WATER MANAGEMENT ACCESS EASEMENT
W.M.E.	=	WATER MANAGEMENT EASEMENT
P.C.	=	POINT OF CURVATURE
P.T.	=	POINT OF TANGENCY
N.T.	=	POINT OF NON TANGENCY
R.L.	=	RADIAL LINE
P.U.D.	=	PLANNED UNIT DEVELOPMENT
SECTION 28-43-40	=	SECTION 28, TOWNSHIP 43 SOUTH, RANGE 40 EAST
WPP	=	WOOD POWER POLE
PP	=	POWER POLE
TP	=	TRAVERSE POINT
GRID - C	=	CALC GRID BEARING (NORTH AMERICAN DATUM) (NAD 83 / 90 ADJUSTMENT) - PLAT DISTANCE

SYMBOLS

- ℄ = CENTERLINE
- □ = FOUND 4"x4" C.M. STAMPED "PRM LB 2438"
- ○ = FOUND 1/2" I.R.& C. STAMPED "MBSA LB 2438"
- = SECTION CORNER (NOT FOUND)
- = 1/4 SECTION CORNER (NOT FOUND)
- = FOUND PALM BEACH COUNTY DISK IN CONCRETE
- ○ = SET NAIL WITH BRASS DISC STAMPED "PRM LB 2438"
- = SET 1/2" I.R.& C. STAMPED "MBSA LB 2438"
- = FOUND MAG NAIL AND DISC STAMPED "PRM LB 2438"
- = FOUND 1/2" I.R.& C. STAMPED "MBSA LB 2438"
- = GATE VALVE
- = CATCH BASIN (CB)
- MH = MANHOLE
- = MAG NAIL
- BM = BENCHMARK
- = POWER POLE
- = GUY ANCHOR
- = FOUND IRON ROD & CAP
- = SET IRON ROD & CAP LB 2438
- = LIGHT POLE / UTILITY POLE
- = SANITARY CLEAN OUT
- = TREE TYPE, DIAMETER & NUMBER (10 OAK 31)
- OH = OVERHEAD UTILITIES

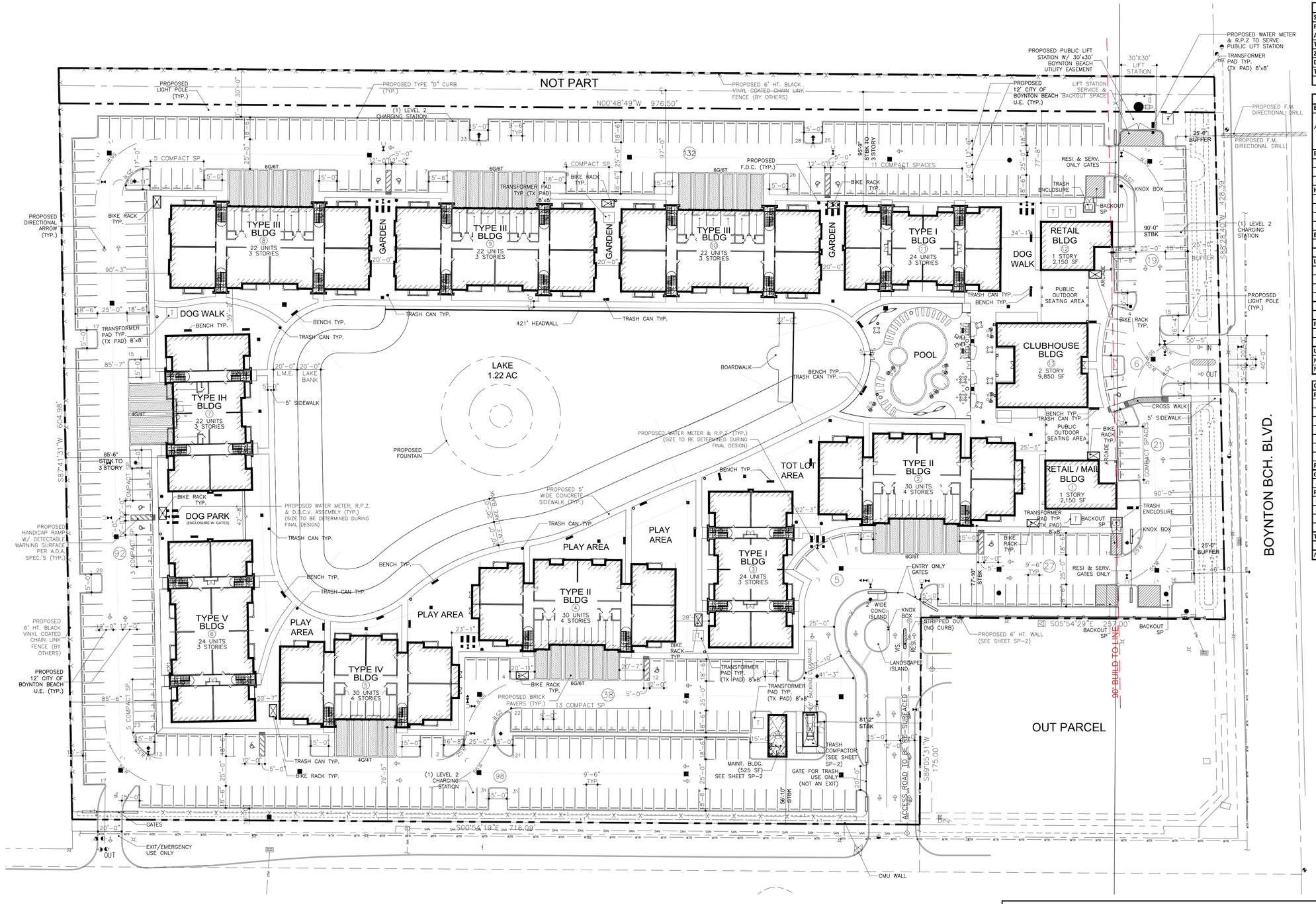
MICHAEL B. SCHORAH & ASSOCIATES, INC.
1850 Forest Hill Boulevard, Suite 206
West Palm Beach, Florida 33406
Phone (561) 968-0080 Fax. (561) 642-9726

FIELD JN/PM	FIELD BOOK	SCALE	SHEET NO. 2
CHECKED C.S.P	PAGE ELECT.	1" = 40'	
DRAWN J.E.T.	CADD FILE KNUTH ROAD ALTA-TREE SURVEY DWG	DATE MAY, 2021	OF 3

2021 ALTA / NSPS SURVEY
BOUNDARY / TOPOGRAPHY
LOT 2, KNUTH ROAD P.C.D. PLAT NO. 1

LB # 2438
FILE NO. 1798

I:\1798 KNUTH ROAD PROJECT\SURVEY\CAD\Knuth Road ALTA-TREE Survey.dwg, 7/13/2021 2:50:17 PM, DWG To PDF.pc3



SITE INFORMATION		
Site Area:	544,777.7 sf	12.506 ac
Right of way abandonment Area:	29,296 sf	.67 ac
Total Site Area	574,074 sf	13.176 ac
Zoning: Suburban Mixed Use (SMU)		
Density: 250 units		
Type of Use: Multi Family Residential (rentals)		

REGULATORY GUIDELINES		
Building Height	Allowed	Provided
As measured from grade to parapet	55' max.	Club House/ Retail-(12'-6" -1 story) Type I/IH-(28'-6"- 3 story) Type II- (38'-0"-4 story) Type III- (28'-6"-3 story)
Building Setbacks	Allowed	Provided
Side (East)	10'-0"	56'-10" (to 1 story Maint. Room)
Side interior (North)	10'-0"	81'-2"
Side interior (East)	10'-0"	77'-10"
Height Setback Envelope (Based on Bldg. Height)		
Rear (South)		
To 3 Story Bldg.	85'-6"	85'-6"
Interior Side (West)		
To 3 Story Bldg.	85'-6"	95'-8"
Build-to line		
Front (North)	90'-0"	90'-0"

Lot Coverage		Provided
	%	Area
Residential		95,094 sf
Clubhouse		4,925 sf
Retail		4,300 sf
Total	19%	104,319 sf
FAR		
Retail FAR		0.0079
Useable Open Space	Required Min.	Provided
Multifamily Use	20% (108,956 sf)	20.27% (110,410 sf)
Note: Calc based on Site Area		

Off-Street Parking		
Required		
Residential	# of units or SF	# Spaces
1BD @ 1.5 sp/du	48 units	72 sp
2BD @ 2 sp/du	166 units	332 sp
3BD @ 2 sp/du	36 units	72 sp
Visitor @ .15 sp/du	250 units	38 sp
Sub-Total		*514 sp*
Retail @ 5sp/1000 sf	4,300 sf	22 sp
Grand Total		**536 sp**

Provided	**Standard**	**Compact**	**HC**
Surface	379 sp	49 sp	10 sp
Garage	37 sp		1 sp
Tandem	38 sp		sp
Sub-Total	454 sp	49 sp	11 sp
Total Provided			514 sp

Note: Min provided ADA spaces meet ADA Standards for Accessible Design 4.1.2 (5)

GROSS AREA		
BLDG TYPE I ③⑪		
Gross Leasable	21,723 sf	
Non leasable	2,953 sf	
Storage	154 sf	
BOH	95 sf	
Terrace/Balconies	1,629 sf	
Subtotal	26,554 sf	x 2 bldgs
TOTAL		**53,108 sf**
BLDG TYPE IH ⑦		
Gross Leasable	20,177 sf	
Non leasable	3,381 sf	
Storage	223 sf	
BOH	97 sf	
Terrace/Balconies	1,483 sf	
Garage	1,274 sf	
Subtotal	26,635 sf	x 1 bldgs
TOTAL		**26,635 sf**
BLDG TYPE II ②④		
Gross Leasable	35,987 sf	
Non leasable	5,901 sf	
Storage	446 sf	
BOH	660 sf	
Terrace/Balconies	1,985 sf	
Garage	1,673 sf	
Subtotal	46,652 sf	x 2 bldgs
TOTAL		**93,304 sf**
BLDG TYPE III⑧⑨⑩		
Gross Leasable	28,069 sf	
Non leasable	4,004 sf	
Storage	326 sf	
BOH	18 sf	
Terrace/Balconies	1,871 sf	
Garage	1,564 sf	
Subtotal	35,852 sf	x 3 bldgs
TOTAL		**107,556 sf**
BLDG TYPE IV ⑤		
Gross Leasable	30,535 sf	
Non leasable	5,406 sf	
Storage	402 sf	
BOH	598 sf	
Terrace/Balconies	2,066 sf	
Garage	1,126 sf	
Subtotal	40,133 sf	x 1 bldgs
TOTAL		**40,133 sf**
BLDG TYPE V ⑥		
Gross Leasable	26,577 sf	
Non leasable	2,961 sf	
Storage	231 sf	
BOH	18 sf	
Terrace/Balconies	1,560 sf	
Subtotal	31,347 sf	x 1 bldgs
TOTAL		**31,347 sf**
RETAIL ①⑫		
TOTAL		**4,300 sf**
CLUBHOUSE ⑬		
TOTAL		**9,850 sf**
MAINTENANCE ROOM ⑭		
TOTAL		**525 sf**
TOTAL GROSS AREA		**366,758 sf**

NOTES:

1. Patios, balconies or porches shall not be modified further than approved by permit set.
2. All above ground mechanical equipment such as, but not limited to, exterior utility boxes, fire apparatus, meters and transformers shall be visually screened. Back-flow preventers shall be painted to match the principal structure and screened from view.
3. Tandem space & garage directly in front shall be assigned to individual dwelling units.

NORTH

MASTER SITE PLAN / SITE PLAN

SCALE: 1" = 40'-0"

DEVELOPMENT SUMMARY											
UNIT BREAKDOWN PER BLDG TYPES											
Unit Types	Multifamily						# units	% of Total	Unit Areas	AC Leasable Area
	Type I 3 stories	Type I-H 3 stories	Type II 4 stories	Type III 3 stories	Type IV 4 stories	Type V 3 stories				
1BD										
A1	12	10	0	0	6	0	40 units	16%	791 sf	31,640 sf
A1H(MOD)	0	0	0	0	8	0	8 units	3%	811 sf	6,488 sf
Sub-total	**12**	**10**	**0**	**0**	**14**	**0**	**48 units**	**19%**		**38,128 sf**
2BD										
B1	12	12	0	0	0	12	48 units	19%	1,028 sf	49,344 sf
B2	0	0	22	10	16	12	102 units	41%	1,209 sf	123,318 sf
B2H(MOD)	0	0	8	0	0	0	16 units	6%	1,197 sf	19,152 sf
Sub-total	**12**	**12**	**30**	**10**	**16**	**24**	**166 units**	**66%**		**191,814 sf**
3BD										
C1	0	0	0	12	0	0	36 units	14%	1,361 sf	**48,996 sf**
Sub-total				**12**			**36 units**	**14%**		
Units/Bldg	**24 units**	**22 units**	**30 units**	**22 units**	**30 units**	**24 units**	**250 units**			
# of Bldgs	2 bldgs	1 bldgs	2 bldgs	3 bldgs	1 bldgs	1 bldgs	10 bldgs			
Total Multifamily	**48 units**	**22 units**	**60 units**	**66 units**	**30 units**	**24 units**	**250 units**	**100%**		**278,938 sf**

1,116 avg sf/du

	BY
INITIAL SITE PLAN SUBMITTAL 11/03/2021	
SITE PLAN RE-SUBMITTAL 02/10/2022	
SITE PLAN RE-SUBMITTAL 06/03/2022	

SHALIMAR AT BOYNTON BEACH

FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 153
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.
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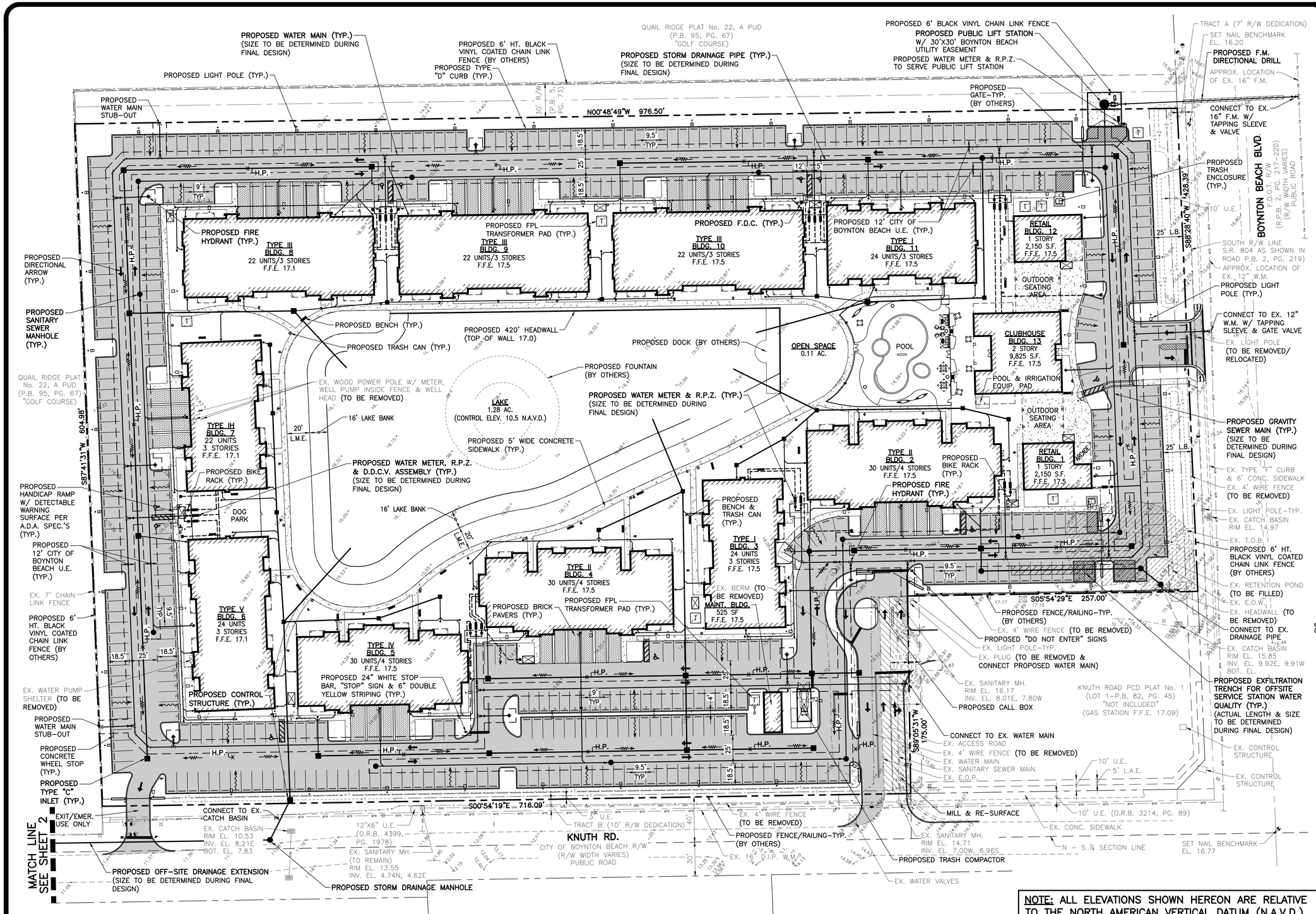
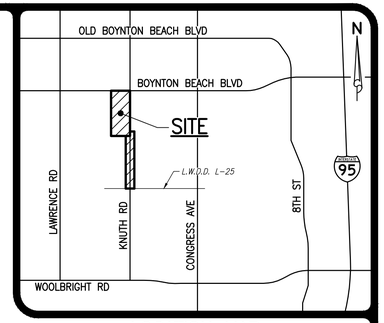
DRAWN	
DATE	11/03/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ
SHEET TITLE:	MASTER SITE PLAN / SITE PLAN
SHEET NUMBER:	SP-1





LOCATION MAP
NOT TO SCALE

N

40 20 0 40 80

SCALE IN FEET
1"=40'

LEGEND

- PROPOSED STORM SEWER AND CATCH BASIN
- PROPOSED STORM SEWER AND MANHOLE
- DIRECTION OF FLOW
- DIRECTION OF SWALE
- H.P. PROPOSED HIGH POINT
- 16.20+ EXISTING GRADE ELEVATION
- PROPOSED ASPHALT OR CONCRETE
- PROPOSED CONCRETE
- PROPOSED MILL & RE-SURFACE
- PROPOSED BRICK PAVERS
- PROPOSED DECORATIVE PAVERS
- PROPOSED DETECTABLE WARNING SURFACE
- EXISTING RETENTION POND TO BE FILLED
- SAWCUT & REMOVE EXISTING PAVEMENT, CONCRETE, CURB, ETC.
- PROPOSED EXFILTRATION TRENCH (ACTUAL LENGTH & SIZE TO BE DETERMINED DURING FINAL DESIGN)
- SEWER SERVICE W/ CLEAN-OUT
- P.V.C. (C-900) D.I.P. FIRE HYDRANT W/ GATE VALVE
- PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
- WATER SERVICE & R.P.Z. (REFER TO POTABLE WATER SERVICE SINGLE METER INSTALLATION DETAIL.)
- PROPOSED LIGHT POLE (BY OTHERS)
- PROPOSED DIRECTIONAL ARROW
- PROPOSED 24" WHITE STOP BAR, "STOP" SIGN AND 6" DOUBLE YELLOW STRIPING
- T PROPOSED TRANSFORMER PAD (LOCATION TO BE CONFIRMED DURING FINAL DESIGN)
- EXISTING OVERHEAD POWER LINE & POWER POLE
- STM EXISTING STORM DRAINAGE PIPE
- WTR EXISTING WATER MAIN
- SAN EXISTING SEWER MAIN
- FM EXISTING FORCE MAIN

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY MICHAEL B. SCHORAH & ASSO., INC. (561) 968-0080.

NOTES:
1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
2.) ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BOYNTON BEACH AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.
3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION MATERIAL IN ACCORDANCE WITH ALL APPLICABLE GOVERNING AGENCY STANDARDS.
4.) LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
5.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.
6.) FIRE DEPARTMENT LOCKING CAPS WILL BE REQUIRED ON THE FIRE DEPARTMENT CONNECTION.

JESSE J. PARRISH IV LICENSE No 85433 STATE OF FLORIDA PROFESSIONAL ENGINEER

JESSE J. PARRISH, IV, P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 85433

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JESSE J. PARRISH, IV, P.E. ON 6/6/2022.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

2.) REVISED PER BOYNTON BEACH COMMENTS, 06/06/22 D.B.
1.) REVISED PER BOYNTON BEACH DART COMMENTS & UPDATED PER LATEST SITE PLAN CHANGES, 02/03/22 D.B.

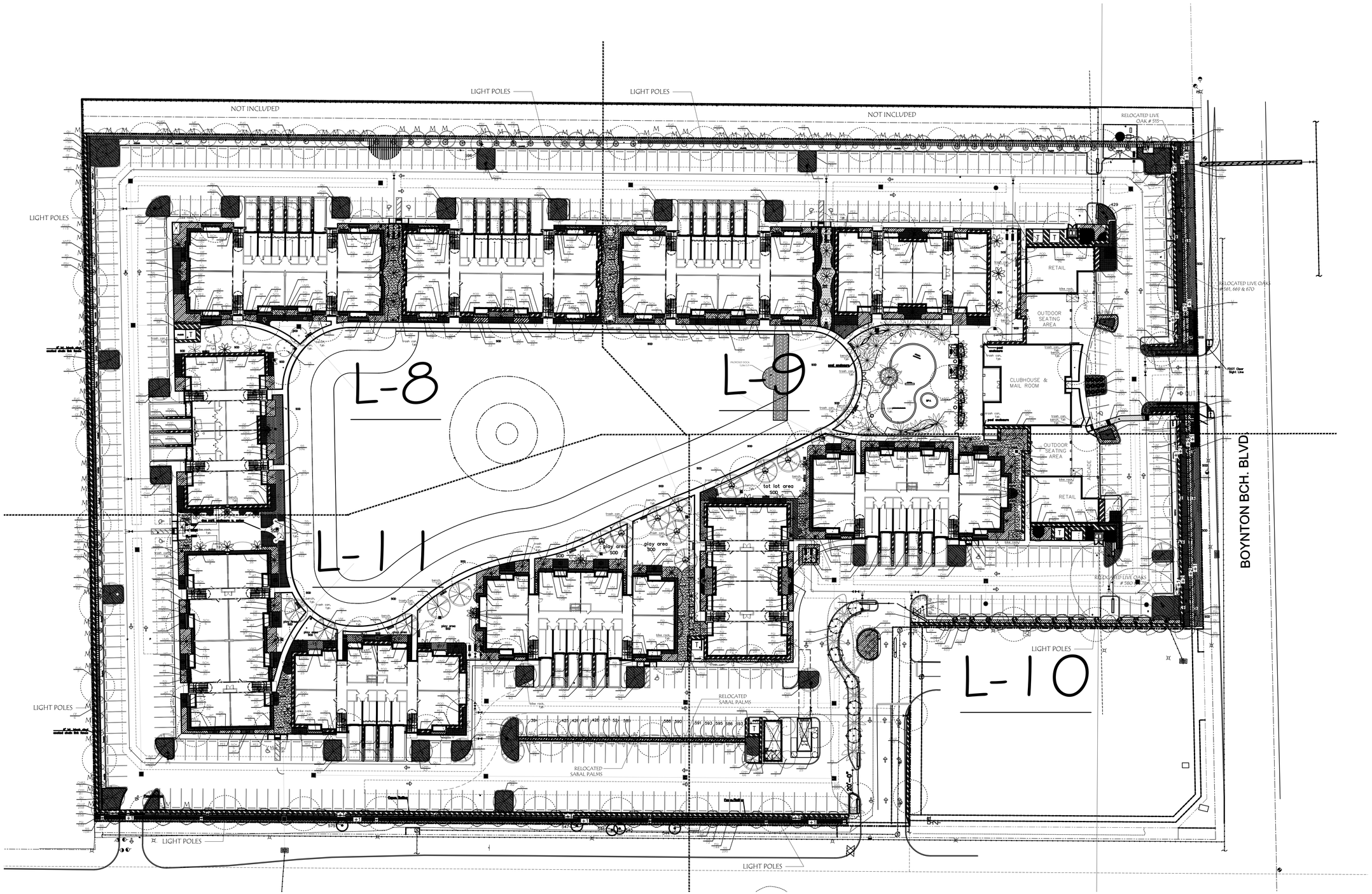
REVISIONS

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 3452
2581 Metrocentre Blvd West ● Suite 3 ● West Palm Beach, Florida 33407 ● (561) 478-7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
J.P.	D.B.			

SHALIMAR AT BOYNTON BEACH
SECTION 30, TOWNSHIP 45S., RANGE 43E.
CITY OF BOYNTON BEACH, FLORIDA
CONCEPTUAL PAVING, DRAINAGE, WATER AND WASTEWATER PLAN

JOB NO.	DRAWING NO.	SHEET	OF
21-080	21080C01	1	2



LANDSCAPE SITE PLAN

0 80 160
40

SCALE: 1" = 40'

NORTH

CAUTION: PLEASE NOTE

Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work. The Contractor shall have permits "in hand" prior to starting work. The Landscape Architect and/ or Owner shall bear no responsibility for work performed without permitted drawings. The Contractor shall be responsible for all changes to Work, at no additional cost to Owner, as a result of unauthorized work prior to receipt of permit.

48 HOURS BEFORE DIGGING
CALL 811
TOLL FREE
SUNSHINE STATE UTILITIES LOCATION
ONE CALL CENTER OF FLORIDA

HS2G INC
LANDSCAPE ARCHITECTURE
1350 EAST SUNRISE BLVD. #121
FT. LAUDERDALE, FL 33304
PHONE 954.326.7212
E-MAIL : PETE@HS2G.NET

SHALIMAR
AT BOYNTON BEACH
BOYNTON BEACH, FLORIDA

REVISIONS
1 REISSUE PLANS: 2/10/2022

SCALE	1"=40'-0"
DESIGNED BY	PFS
DRAWN BY	PFS
DATE	06/03/22

DRAWING TITLE
LANDSCAPE PLAN

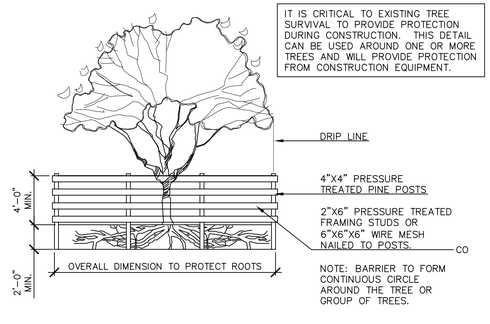
SEAL:
REGISTERED LANDSCAPE ARCHITECT
PETER STRELKOW
LA 0000884
STATE OF FLORIDA

Date:_____

SHEET NUMBER
L-7

TREE #	COMMON NAME	BOTANICAL NAME	HEIGHT (ft)	WIDTH (ft)	CLEAR TRUNK (ft)	DBH (in)	HEALTH CONDITION	DISPOSITION	OBSERVATIONS
392	Sabal Palm	*Sabal palmetto*	13	8	5	17	Gocd	Remove	Immature Palm
393	Sabal Palm	*Sabal palmetto*	13	8	5	16	Gocd	Remove	Immature Palm
394	Sabal Palm	*Sabal palmetto*	18	8	9	15	Gocd	Relocate	
395	Slash Pine	*Pinus elliottii*	47	18		17	Fair	Remove	Deadwood
396	Jambolan Plum	*Syzygium cumini*	40	18		25	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
397	Jambolan Plum	*Syzygium cumini*	43	24		23	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
398	Sabal Palm	*Sabal palmetto*	16	8	5	17	Gocd	Remove	Immature Palm
399	Jambolan Plum	*Syzygium cumini*	41	16		12	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
400	Jambolan Plum	*Syzygium cumini*	40	14		8	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
401	Jambolan Plum	*Syzygium cumini*	38	12		8	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
402	Jambolan Plum	*Syzygium cumini*	36	32		16	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
403	Jambolan Plum	*Syzygium cumini*	27	20		11	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
404	Jambolan Plum	*Syzygium cumini*	34	14		9	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
405	Jambolan Plum	*Syzygium cumini*	37	16		9	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
406	Jambolan Plum	*Syzygium cumini*	38	26		32	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
407	Jambolan Plum	*Syzygium cumini*	38	28		33	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
408	Jambolan Plum	*Syzygium cumini*	27	7		6	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
409	Jambolan Plum	*Syzygium cumini*	33	12		8	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
410	Jambolan Plum	*Syzygium cumini*	38	16		14	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
411	Jambolan Plum	*Syzygium cumini*	45	18		13	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
412	Jambolan Plum	*Syzygium cumini*	40	23		13	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
413	Jambolan Plum	*Syzygium cumini*	38	18		10	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
414	Slash Pine	*Pinus elliottii*	35	12		12	Fair	Remove	Canopy crowding, deadwood
415	Jambolan Plum	*Syzygium cumini*	38	30		30	Fair	Remain	Not on Property
416	Jambolan Plum	*Syzygium cumini*	32	16		13	Fair	Remain	Not on Property
417	Jambolan Plum	*Syzygium cumini*	28	20		21	Poor	Remain	Not on Property
418	Jambolan Plum	*Syzygium cumini*	48	17		24	Poor	Remain	Not on Property
419	Slash Pine	*Pinus elliottii*	36	19		18	Fair	Remove	Large diameter deadwood
425	Sabal Palm	*Sabal palmetto*	18	8	9	17	Gocd	Relocate	
426	Sabal Palm	*Sabal palmetto*	18	8	9	17	Gocd	Relocate	
427	Sabal Palm	*Sabal palmetto*	18	8	9	17	Gocd	Relocate	
428	Sabal Palm	*Sabal palmetto*	20	8	11	17	Fair	Relocate	Side cut
429	Slash Pine	*Pinus elliottii*	41	19		22	Fair	Remain	Canopy crowding, deadwood
430	Jambolan Plum	*Syzygium cumini*	24	20		25	Poor	Remove	Florida Exctic Pest P ant Council Category 1 Tree
431	Jambolan Plum	*Syzygium cumini*	15	12		12	Poor	Remove	Florida Exctic Pest P ant Council Category 1 Tree
432	Sabal Palm	*Sabal palmetto*	10	8	4	15	Gocd	Remove	Immature Palm
503	Jambolan Plum	*Syzygium cumini*	34	26		36	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
504	Brazilian Pepper	*Schinus terebinthifolia*	16	20		24"	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
505	Carrotwood	*Cupaniossis anacardioides*	24	12		6	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
506	Carrotwood	*Cupaniossis anacardioides*	26	8		4	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
507	Sabal Palm	*Sabal palmetto*	20	8	15	14	Gocd	Relocate	
508	Carrotwood	*Cupaniossis anacardioides*	24	20		12	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
509	Jambolan Plum	*Syzygium cumini*	38	18		17	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
510	Jambolan Plum	*Syzygium cumini*	37	18		14	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
511	Jambolan Plum	*Syzygium cumini*	35	24		14	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
512	Jambolan Plum	*Syzygium cumini*	35	18		14	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
513	Jambolan Plum	*Syzygium cumini*	29	20		12	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
514	Jambolan Plum	*Syzygium cumini*	31	18		12	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
515	Live Oak	*Quercus virginiana*	17	14		8	Gocd	Relocate	
516	Sabal Palm	*Sabal palmetto*	13	8	5	17	Gocd	Remove	Immature Palm
517	Sabal Palm	*Sabal palmetto*	14	8	6	17	Gocd	Remove	Immature Palm
518	Sabal Palm	*Sabal palmetto*	12	8	4	17	Gocd	Remove	Immature Palm
519	Sabal Palm	*Sabal palmetto*	15	8	6	17	Gocd	Remove	Immature Palm
520	Sabal Palm	*Sabal palmetto*	12	8	5	17	Gocd	Remove	Immature Palm
521	Sabal Palm	*Sabal palmetto*	16	8	10	17	Gocd	Remove	
522	Sabal Palm	*Sabal palmetto*	9	8	3	10	Gocd	Remove	Immature Palm
523	Sabal Palm	*Sabal palmetto*	15	8	7	17	Gocd	Remove	
524	Sabal Palm	*Sabal palmetto*	20	8	12	14	Gocd	Relocate	
525	Carrotwood	*Cupaniossis anacardioides*	18	10		8	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
526	Carrotwood	*Cupaniossis anacardioides*	18	10		10	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
527	Sabal Palm	*Sabal palmetto*	10	8	4	10	Gocd	Remove	Immature Palm
528	Sabal Palm	*Sabal palmetto*	16	8	9	17	Gocd	Remove	
529	Sabal Palm	*Sabal palmetto*	16	8	9	17	Gocd	Remove	
530	Jambolan Plum	*Syzygium cumini*	36	44		28	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
531	Carrotwood	*Cupaniossis anacardioides*	19	26		11	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
532	Carrotwood	*Cupaniossis anacardioides*	31	20		17	Poor	Remove	Florida Exctic Pest P ant Council Category 1 Tree
533	Carrotwood	*Cupaniossis anacardioides*	18	20			Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
534	Jambolan Plum	*Syzygium cumini*	25	16		12	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
534a	Jambolan Plum	*Syzygium cumini*	37	30		26	Fair	Remove	Florida Exctic Pest P ant Council Category 1 Tree
535	Sabal Palm	*Sabal palmetto*	15	8	7	17	Gocd	Remove	
536	Sabal Palm	*Sabal palmetto*	15	8	7	17	Gocd	Remove	
537	Sabal Palm	*Sabal palmetto*	18	8	9	17	Gocd	Remove	
538	Sabal Palm	*Sabal palmetto*	12	8	6	17	Gocd	Remove	Immature Palm
539	Sabal Palm	*Sabal palmetto*	13	8	4	13	Gocd	Remove	Immature Palm
540	Sabal Palm	*Sabal palmetto*	18	8	9	17	Gocd	Remove	
541	Sabal Palm	*Sabal palmetto*	16	8	7	13	Gocd	Remove	
542	Sabal Palm	*Sabal palmetto*	9	8	3	12	Gocd	Remove	
543	Sabal Palm	*Sabal palmetto*	13	8	5	17	Gocd	Remove	Immature Palm

TREE #	COMMON NAME	BOTANICAL NAME	HEIGHT (ft)	WIDTH (ft)	CLEAR TRUNK (ft)	DBH (in)	HEALTH CONDITION	DISPOSITION	OBSERVATIONS
544	Sabal Palm	*Sabal palmetto*	17	8	9	17	Good	Remain	Not on Property
545	Sabal Palm	*Sabal palmetto*	12	8	4	15	Good	Remain	Not on Property
546	Sabal Palm	*Sabal palmetto*	10	8	2	12	Good	Remain	Not on Property
547	Sabal Palm	*Sabal palmetto*	14	8	8	16	Good	Remain	Not on Property
548	Sabal Palm	*Sabal palmetto*	23	8	15	17	Good	Remove	
549	Sabal Palm	*Sabal palmetto*	16	8	9	17	Good	Remove	
550	Jamboan Plum	*Syzygium cumini*	36	22		34	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
551	Sabal Palm	*Sabal palmetto*	15	8	7	17	Good	Remove	
552	Sabal Palm	*Sabal palmetto*	13	8	4	17	Good	Remove	Immature Palm
553	Sabal Palm	*Sabal palmetto*	13	8	6	17	Good	Remove	Immature Palm
554	Sabal Palm	*Sabal palmetto*	12	8	6	15	Good	Remove	Immature Palm
555	Sabal Palm	*Sabal palmetto*	12	8	6	15	Good	Remove	Immature Palm
556	Sabal Palm	*Sabal palmetto*	12	8	3	10	Good	Remove	Immature Palm
557	Sabal Palm	*Sabal palmetto*	12	8	4	15	Good	Remove	Immature Palm
558	Sabal Palm	*Sabal palmetto*	14	8	7	17	Good	Remove	Immature Palm
559	Carrotwood	*Cupaniopsis anacardioides*	15	12		6	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
560	Carrotwood	*Cupaniopsis anacardioides*	20	26		19	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
561	Live Oak	*Quercus virginiana*	28	20		12	Fair	Relocate	Poor structure, minor canopy dieback, girdling roots
562	Carrotwood	*Cupaniopsis anacardioides*	16	8		6	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
563	Carrotwood	*Cupaniopsis anacardioides*	16	8		5	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
564	Carrotwood	*Cupaniopsis anacardioides*	16	12		8	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
565	Sabal Palm	*Sabal palmetto*	13	8	3	16	Good	Remove	Immature Palm
566	Carrotwood	*Cupaniopsis anacardioides*	14	14		8	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
567	Sabal Palm	*Sabal palmetto*	7.5	6	3	12	Good	Remove	Immature Palm
568	Sabal Palm	*Sabal palmetto*	13	8	4	17	Good	Remove	Immature Palm
569	Sabal Palm	*Sabal palmetto*	13	8	4	17	Good	Remove	Immature Palm
570	Sabal Palm	*Sabal palmetto*	16	8	7	17	Good	Remove	
571	Sabal Palm	*Sabal palmetto*	12	8	3	17	Good	Remove	Immature Palm
572	Sabal Palm	*Sabal palmetto*	13	8	6	17	Good	Remove	
573	Sabal Palm	*Sabal palmetto*	11	8	4	14	Good	Remove	Immature Palm
574	Live Oak	*Quercus virginiana*	37	56		53	Fair	Remove	Poor structure, canopy dieback, visual evidence of decay, subterranean termits infestation
575	Sabal Palm	*Sabal palmetto*	17	8	9	17	Good	Remain	Not on Property
576	Sabal Palm	*Sabal palmetto*	18	8	8	17	Good	Remove	
577	Sabal Palm	*Sabal palmetto*	16	8	7	17	Good	Remove	
577a	Carrotwood	*Cupaniopsis anacardioides*	24	26		26	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
578	Live Oak	*Quercus virginiana*	24	26		14	Good	Relocate	Poor structure
579	Slash Pine	*Pinus elliottii*	27	16		15	Fair	Remove	Poor structure, canopy crowding
580	Live Oak	*Quercus virginiana*	26	38		27	Good	Relocate	
581	Sabal Palm	*Sabal palmetto*	15	8	5	17	Good	Remove	Immature Palm
582	Sabal Palm	*Sabal palmetto*	15	8	5	17	Good	Remove	Immature Palm
583	Sabal Palm	*Sabal palmetto*	11	8	4	13	Good	Remove	Immature Palm
584	Slash Pine	*Pinus elliottii*	49	20		16	Fair	Remove	Deadwood, unbalanced crown
585	Sabal Palm	*Sabal palmetto*	22	8	14	17	Good	Relocate	
586	Sabal Palm	*Sabal palmetto*	21	8	12	17	Good	Relocate	
587	Sabal Palm	*Sabal palmetto*	17	8	8	13	Good	Remove	
588	Slash Pine	*Pinus elliottii*	39	16		15	Fair	Remove	Canopy crowding, ceadwood
589	Slash Pine	*Pinus elliottii*	37	17		14	Fair	Remove	Canopy crowding, ceadwood
590	Sabal Palm	*Sabal palmetto*	19	8	9	17	Good	Relocate	
591	Sabal Palm	*Sabal palmetto*	21	8	9	17	Good	Relocate	
592	Slash Pine	*Pinus elliottii*	45	22		36	Fair	Remove	Poor structure, visual evidence of decay, deadwood
593	Sabal Palm	*Sabal palmetto*	20	8	12	17	Good	Relocate	
594	Sabal Palm	*Sabal palmetto*	17	8	8	17	Good	Remove	
595	Sabal Palm	*Sabal palmetto*	30	8	20	14	Good	Relocate	
596	Slash Pine	*Pinus elliottii*	38	22		19	Good	Remain	Canopy crowding
669	Live Oak	*Quercus virginiana*	31	16		12	Good	Relocate	Poor structure, canopy crowding
670	Live Oak	*Quercus virginiana*	30	22		12	Good	Relocate	Poor structure, canopy crowding
671	Sabal Palm	*Sabal palmetto*	21	8	10	17	Good	Remain	Not on Property
672	Sabal Palm	*Sabal palmetto*	17	8	6	17	Good	Remove	
673	Earleaf Acacia	*Acacia auriculiformis*	50	26		23	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
674	Sabal Palm	*Sabal palmetto*	15	8	7	17	Good	Remain	Not on Property
675	Earleaf Acacia	*Acacia auriculiformis*	52	24		24	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
676	Earleaf Acacia	*Acacia auriculiformis*	53	26		21	Fair	Remove	Florida Exotic Pest Plant Council Category 1 Tree
677	Laurel Oak	*Quercus laurifolia*	40	26		30	Poor	Remove	Poor structure, extensive visual evidence of decay, fungal conks
678	Laurel Oak	*Quercus laurifolia*	41	28		41	Poor	Remove	Poor structure, storm damage, extensive visual evidence of decay, girdling roots, multi trunk
679	Sabal Palm	*Sabal palmetto*	16	8	7	17	Good	Remove	
680	Sabal Palm	*Sabal palmetto*	19	8	8	17	Good	Remain	Not on Property
681	Sabal Palm	*Sabal palmetto*	16	8	7	17	Good	Remain	Not on Property
682	Sabal Palm	*Sabal palmetto*	16	8	7	17	Good	Remain	Not on Property
683	Sabal Palm	*Sabal palmetto*	13	8	5	17	Good	Remain	Not on Property
684	Sabal Palm	*Sabal palmetto*	16	8	7	17	Good	Remain	Not on Property
685	Sabal Palm	*Sabal palmetto*	13	8	3	17	Good	Remove	Immature Palm
686	Sabal Palm	*Sabal palmetto*	24	8	12	17	Good	Relocate	
687	Sabal Palm	*Sabal palmetto*	18	8	10	17	Good	Remove	
688	Slash Pine	*Pinus elliottii*				14	Fair	Remove	Deadwood, canopy crowding
689	Slash Pine	*Pinus elliottii*	39	20		18	Fair	Remove	Poor structure, deadwood, canopy crowding
690	Slash Pine	*Pinus elliottii*	37	17		16	Fair	Remove	Deadwood, canopy crowding
691	Slash Pine	*Pinus elliottii*	34	16		11	Fair	Remove	Deadwood, canopy crowding
692	Slash Pine	*Pinus elliottii*	36	17		13	Fair	Remove	Deadwood, canopy crowding
693	Sabal Palm	*Sabal palmetto*	23	8	20	10	Good	Relocate	
694	Slash Pine	*Pinus elliottii*	40	20		16	Fair	Remove	Deadwood, canopy crowding
695	Slash Pine	*Pinus elliottii*	39	20		17	Fair	Remove	Deadwood, canopy crowding, unbalanced crown
696	Sabal Palm	*Sabal palmetto*	17	8	7	17	Good	Remove	
697	Slash Pine	*Pinus elliottii*	25	14		13	Good	Remove	



WIRE MESH BARRIER DETAIL

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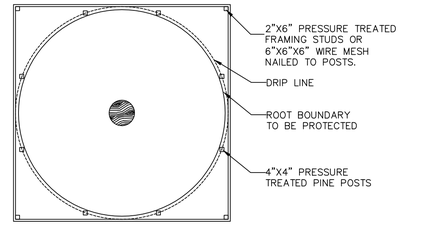

WOOD BARRIER DETAIL PLAN

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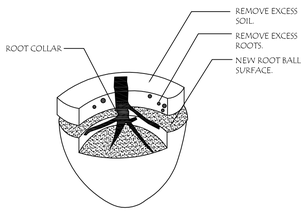
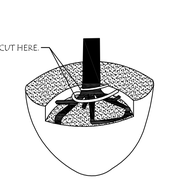
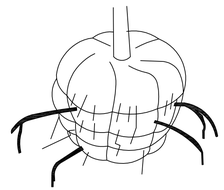


PRIOR TO DIGGING ROOT BALL, INSPECTION OF THE EXISTING CONDITIONS ARE TO BE DONE. TREES PLANTED TOO DEEPLY IN SOIL NEED TO HAVE THEIR ROOT BALL EXTRACTED FROM EXCESS SOIL AND ROOT OVERGROWTH. REMOVE EXCESS SOIL AND ROOTS AS ILLUSTRATED.



ONCE ROOT BALL IS EXPOSED, REMOVE STRUCTURAL ROOTS (WHITE) GROWING OVER ROOT COLLAR (AS NEEDED) BY CUTTING THEM JUST BEFORE THEY MAKE ABRUPT TURN.

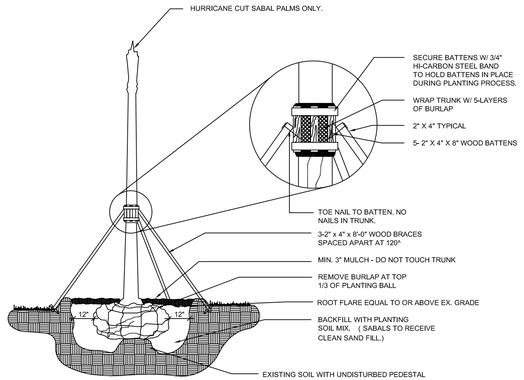


REMOVE STRUCTURAL ROOTS (4 SHOWN IN BLACK) EXTENDING FROM ROOT BALL.

ROOT PRUNING PRIOR TO TRANSPLANTING.
DIG A MINIMUM TWO-FOOT DEEP TRENCH (DEEPER AS NEEDED TO ACCOMMODATE ACTUAL ROOT BALL SIZE) AROUND THE TREE AT LEAST ONE FOOT LARGER THAN THE SIZE OF THE ROOT BALL (OR AS MUCH INTACT
VIABLE ROOT MATERIAL AS PRACTICAL). CAREFULLY PRUNE THE ROOTS EXTENDING FROM THE BALL AS YOU DIG DOWN. DIG DOWN A MAXIMUM OF 50% OF THE ROOT BALL TO KEEP THE TREE BALANCED AND
UPRIGHT. WATER TREE AS NEEDED TO PROMOTE HEALTHY GROWTH AND KEEP TREE FROM GOING INTO SHOCK. IN APPROXIMATELY 1-5 MONTHS, NEW LEAF GROWTH SHOULD BE APPARENT AND FEEDER ROOTS SHOULD
APPEAR. THE TREE IS NOW READY FOR TRANSPLANTING.

TRANSPLANTING.
PRIOR TO MOVING THE PLANT, PREPARE AND DIG THE HOLE FOR THE PLANT IN THE NEW LOCATION. ALSO SOAK THE ROOT BALL OF THE PLANT BEFORE MOVING SO THAT THE SOIL WILL REMAIN TOGETHER DURING THE
DIGGING PROCESS. CAREFULLY DIG THE SOIL AWAY FROM THE ROOT BALL, AND THEN WRAP THE WHOLE BALL IN UNTREATED NATURAL BURLAP. BE VERY CAREFUL NOT TO USE
SYNTHETIC BURLAP BECAUSE IT WILL NOT
ROT AWAY AND WILL EVENTUALLY RESTRICT THE GROWTH OF THE ROOTS. LASH THE BURLAP TOGETHER SECURELY TO HOLD THE ROOTS FIRMLY IN PLACE. CAREFULLY MOVE THE PLANT
WHILE KEEPING THE ROOT BALL
INTACT. MAKE SURE THE PLANT IS SET AT THE SAME DEPTH IN THE NEW HOLE AND FILL IN AROUND THE ROOT BALL WITH TOPSOIL. MULCH LIGHTLY WITH THREE TO FOUR INCHES OF MULCH, KEEPING THE MULCH OFF OF
THE TRUNK OR STEMS OF THE PLANT, AND BE SURE TO PROVIDE ADEQUATE WATER.

RELOCATION NOTES.
1. TREE CANOPY TO ONLY BE PRUNED TO REMOVE DEAD BRANCHES AND TO PROVIDE SPACE FOR LIFTING
STRAPS TO BE USED WITHOUT DAMAGING TREE. A MAXIMUM OF 20% OF CANOPY CAN BE REMOVED.
2. TREES ARE TO BE ROOT PRUNED FOR A TOTAL OF 3 MONTHS MINIMUM PRIOR TO PROPOSED WORK AND PRIOR TO THE SPRING FLUSH. NOTE: IF SPRING FLUSH OF NEW LEAVES STARTS PRIOR TO RELOCATION
TIME FRAME TO BE EXTENDED FOR A MINIMUM 1 EXTRA MONTH TO ALLOW NEW GROWTH TO HARDEN.
3. NEW IRRIGATION ZONE TO BE CREATED ON EXISTING SYSTEM TO ALLOW BUBBLER/DRIP RINGS TO BE INSTALLED AROUND TREE TO BE RELOCATED. ONCE ROOT PRUNE HAS BEGUN, TREE IS TO BE WATERED DAILY.
THIS IS TO CONTINUE FOR A MINIMUM OF 3 MONTHS AFTER TREES HAVE BEEN RELOCATED.
4. TREE IS TO BE LIFTED WITH STRAPS AND TREE CRANE ONLY. DRILLING A HOLE AND PINNING TREE IS NOT
AN ACCEPTABLE RELOCATION METHOD.
5. AFTER RELOCATION, MINIMUM 4' X 4" BRACES FOR TREES TO BE INSTALLED PER PLANTING DETAILS
6. SIZE OF TRANSPLANT HOLE IS TO BE 12"-18" WIDER THAN ROOT BALL SIZE AND EDGES TO BE SCARIFIED PER ANSI A300-PART 6 PLANTING AND TRANSPLANTING.
7. ROOT BALL SIZE FOR TREES TO BE RELOCATED TO HAVE 8" FOR EVERY INCH OF DBH PER ANSI A-300-PART 6 PLANTING AND TRANSPLANTING. ROOT BALL SIZE TO BE AS SHOWN.
8. CERTIFIED ARBORIST TO PERFORM OR SUPERVISE RELOCATION PROCESS.



SABAL PALM PLANTING DETAIL

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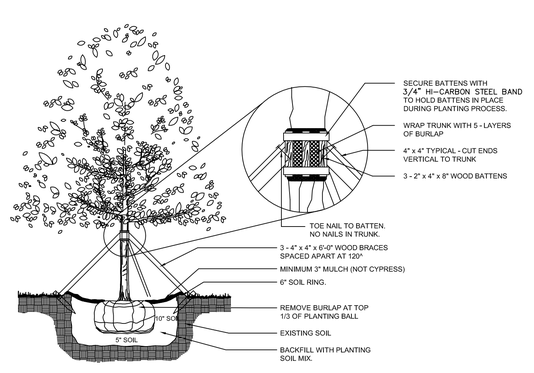

LARGE TREE PLANTING DETAIL

N.T.S. FOR TREES OVER 4 INCH CALIPER

48 HOURS BEFORE DIGGING
CALL 811
TOLL FREE
SUNSHINE STATE UTILITIES LOCATION
ONE CALL CENTER OF FLORIDA

CAUTION: PLEASE NOTE

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HS2G INC
LANDSCAPE ARCHITECTURE
1350 EAST SUNRISE BLVD. #121
FT. LAUDERDALE, FL 33304
PHONE 954.326.7212
E-MAIL : PETE@HS2G.NET

SHALIMAR
AT BOYNTON BEACH
BOYNTON BEACH, FLORIDA

REVISIONS

REISSUE PLANS: 2/10/2022

SCALE	N/A
DESIGNED BY	PFS
DRAWN BY	PFS
DATE	12/10/21

DRAWING TITLE

EXISTING TREE LIST AND MITIGATION

SEAL:

REGISTERED LANDSCAPE ARCHITECT
PETER STRELKOW
LA 0000884
STATE OF FLORIDA

Date:_____

SHEET NUMBER

L-1

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	SPACING	CAL./CONT.*	QUANTITIES	NATIVE	WATER NEED
		TREES							
BOU	Bougainvillea sp. 'Barbara Karst'	Bougainvillea Barbara Karst Stump	5'	3'	as shown	4" Cal.	10	N	LOW
BA	Bulnesia arborea	Verawood	16'	6'	as shown	4" Cal.	30	N	LOW
BS	Bursera simaruba	Gumbo Limbo	16'	6'	as shown	4" Cal.	31	Y	LOW
CG	Caesalpinia granadillo	Bridalveil Tree	16'	6'	as shown	4" Cal.	6	N	LOW
CP	Cieba pentandra	Kapok Tree	16'	6'	as shown	4" Cal.	4	N	NOT LISTED
CE	Conocarpus erectus	Green Buttonwood	16'	6'	as shown	4" Cal.	60	Y	LOW
FD	Filicium decipiens	Japanese Fern Tree	16'	6'	as shown	4" Cal.	41	N	NOT LISTED
IA	Ilex x attenuata "East Palatka"	East Palatka Holly	16'	6'	as shown	4" Cal.	7	Y	MEDIUM
LI	Lagerstroemia speciosum	Queen's Crape Myrtle	16'	6'	as shown	4" Cal.	25	N	LOW
LJ	Ligustrum japonicum	Ligustrum Tree - Multi	10'	10'	as shown	4" Cal.	10	N	LOW
QV	Quercus virginiana	Live Oak	16'	6'	as shown	4" Cal.	51	Y	LOW
		PALMS							
AC	Attalea cohune	American Oil Palm	20'		as shown	single	4	N	LOW
PRR	Phoenix hybrid 'multi'	P. Reclinata x Dactylifera multi	20'		as shown	5 trunks	3	N	LOW
PS	Phoenix sylvestris	Sylvester Date Palm, Matched	24'		as shown	12' C.T.	12	N	LOW
PE	Ptychosperma elegans	Single Solitaire Palm	16'		as shown	10' C.T.	25	N	MEDIUM
PE2	Ptychosperma elegans	Double Solitaire Palm	16'		as shown	10' C.T.	35	N	MEDIUM
PE3	Ptychosperma elegans	Triple Solitaire Palm	16'		as shown	10' C.T.	4	N	MEDIUM
VMS	Veitchia montgomeryana	Single Montgomery Palm	20'		as shown	12' C.T.	6	N	MEDIUM
VM2	Veitchia montgomeryana	Double Montgomery Palm	20'		as shown	12' C.T.	13	N	MEDIUM
VM3	Veitchia montgomeryana	Triple Montgomery Palm	20'		as shown	12' C.T.	51	N	MEDIUM
		SHRUBS							
CLR	Acalypha sp. 'Louisiana Red'	Red Copper Leaf	24"	24"	as shown	3 gallon	156	N	LOW
ALV	Alpinia zerumbet 'Variegata'	Variegated Shell Ginger	24"	24"	24" O.C.	7 gallon	16	N	MEDIUM
CHH	Chrysobalanus icaco 'Horizontalis'	Horizontal Cocoplum	24"	24"	24" O.C.	3 gallon	2419	Y	LOW
CI	Chrysobalanus icaco 'Red Tip'	Red-Tip Cocoplum	24"	24"	24" O.C.	3 gallon	800	Y	LOW
CHR2	Chrysobalanus icaco 'Red Tip'	Red-Tip Cocoplum	24"	24"	24" O.C.	3 gallon	330	Y	LOW
CLU	Clusia guttifera	Small Leaf Clusia	24"	24"	24" O.C.	3 gallon	468	N	LOW
CLU2	Clusia guttifera	Small Leaf Clusia	48"	36"	36" O.C.	15 gallon	702	N	LOW
COD	Codiaeum variegatum 'Mammy'	Mammy Croton	24"	24"	as shown	3 gallon	55	N	LOW
CTI	Cordyline fruticosa 'Auntie Lou'	Aunitie Lou Ti Plant, 3 PPP	5'	3'	as shown	15 gallon	10	N	MEDIUM
PLE	Dracena reflexa variegata	Pleomele, 3 PPP	5'	3'	as shown	15 gallon	58	N	MEDIUM
ELI	Elaeocarpus decipens	Japanese Blueberry	5'	3'	as shown	25 gallon	22	N	NOT LISTED
EUG	Eugenia foetida	Spanish Stopper	5'	3'	as shown	25 gallon	100	Y	LOW
GG	Galphimia glauca	Thryallis	24"	18"	24" O.C.	3 gallon	100	N	MEDIUM
IXN**	Ixora coccinea 'Nora Grant'	Nora Grant Ixora	24"	24"	as shown	3 gallon	748	N	MEDIUM
JAT**	Jatropha integerrima	Jatropha Tree	5'	3'	as shown	45 gallon	25	N	NOT LISTED
MF	Myrcianthes fragrans	Simpson Stopper	48"	3'	36" o.c.	25 gallon	330	Y	LOW
MYF2	Myrcianthes fragrans	Simpson Stopper	5'	3'	as shown	45 gallon	16	Y	LOW
PLU**	Plumbago auriculata "Monott"	Plumbago Monott	24"	24"	24" O.C.	3 gallon	172	N	MEDIUM
POD	Podocarpus macropyllus	Podocarpus	48"	24"	24" O.C.	7 gallon	1137	N	LOW
PSY**	Psychotria nervosa	Wild Coffee	24"	24"	24" O.C.	3 gallon	343	Y	MEDIUM
SCH	Schefflera arboricola 'Trinette'	Schefflera Trinette	24"	24"	24" O.C.	3 gallon	240	N	LOW
		GROUNDCOVERS							
ALJ	Alcantarea imperialis 'Julieta'	Julieta Bromeliad	24"	24"	as shown		34	N	NOT LISTED
ALO	Alcantarea odorata	Odorata Bromeliad	24"	24"	as shown		12	N	NOT LISTED
ANN	Annuals	Annuals' See L.A.	10"	10"	10" O.C.	4" POT	395	N	NOT LISTED
BRO	Bromeliad 'Bossa Nova'	Bossa Nova Bromeliad	12"	12"	18" O.C.	3 gallon	52	N	NOT LISTED
FGI	Ficus microcarpa 'Green Island'	Green Island Ficus	12"	12"	18" O.C.	3 gallon	6104	N	NOT LISTED
LM	Liriope muscari 'Superblue'	Super Blue Liriope	12"	12"	12" O.C.	1 gallon	3508	N	MEDIUM
SS	Trachelospermum jasminoides	Jasmine Summer Sunset	5"	12"	12" O.C.	1 gallon	5070	N	NOT LISTED
TRF	Tripsacum Floridanum	Dwarf Fakahatchee	18"	18"	18" O.C.	3 gallon	54	Y	LOW
		TURF							
SOD	Stenotaphrum secundatum	St. Augustine 'Citrablue'						N	HIGH
		NOTES							

ALL PLANT MATERIAL SHALL BE FLORIDA GRADE #1 AND MEET ALL GOVERNMENTAL CODES AND ORDINANCES

NO CYPRESS MULCH TO BE USED ON SITE - MULCH TO BE GRADE #1 EUCALYPTUS OR APPROVED EQUAL

**CONTAINER SIZE IS FOR REFERENCE ONLY. HEIGHT AND SPREAD LISTED ARE MINIMUM REQUIREMENTS FOR ALL PLANT MATERIAL.*

*** BUTTERFLY ATTRACTING TREES & SHRUBS*

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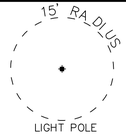
CODE COMPLIANCE



CODE COMPLIANCE DATA
Article II – Landscape Design & Buffering Standards
Sec. 4 – Standards
A. CITY WIDE STANDARDS
1. Native & Drought Tolerant Species
Plant materials to be used are limited to "low" and "medium" plants identified in Water Wise.
2. Prohibited Species as classified cat 1. by FLEPPC cannot be used.
3. All plants to be FL #1.
a. Trees: 4" cal @ 6" above ground.
Palms must have 6' of clear wood.
(1) Signature trees: 1" cal. at time of planting.
(2) Number of species.
(a) min. of 6 species required
9 species provided
(b) If signature trees are 4" cal. they may count towards min. number of species.
(c) 3 palms in clusters with varying heights count as 1 tree.
b. Shrubs & Hedges
24" ht. x 24" spr., tip to tip spacing
(may be 18" ht. if on berm to produce 36" ht.)

II. Landscaping within R.O.W.
a. Permits must be obtained
(1) Sod may be used but must be kept to 6" or below in height.
(2) All trees must have 8' clearance.
(3) All landscape in swales (r.ow.) must conform to F.D.O.T. and Palm Beach County standards.
(4) Property owner will maintain all landscaping within swales.

12. Landscaping within off street parking lots
a. Required Landscaping

c. Islands
85% of islands need to be 15' min. width
46x0.85 = 40 islands need to be 15' min. width — 46 trees required, 46 trees provided

e. Plantings
All islands must be entirely planted with shrubs

f. Cross visiblity
Plants to be maintained below 30" and above 8'

3. PERMIMETER LANDSCAPE BUFFERS

NORTH PROPERTY LINE – Parking & VUA abutting streets ROW–Boynton Beach Blvd.
1 tree / 30'
459' / 30' = 16 — 16 trees required, 16 trees provided
Continuous 24" ht. hedge required, Continuous 24" ht. hedge provided
Berm required, Berm provided

Inside portion of buffer: Berm & Hedge Equalling 36" ht. required & provided
Outside portion of buffer: 3 Shrub Species, 2 of which are flowering.

EAST PROPERTY LINE
abutting Knuth Road
1 tree / 30'
715' / 30' = 24 — 24 trees required, 24 trees provided
Continuous 24" ht. hedge required, Continuous 24" ht. hedge provided
Berm required, Berm provided

EAST PROPERTY LINE
abutting Gas Station
Minimum of 2 tiers of shrub species
1 tree / 20'
257' / 20' = 13 — 13 trees required, 13 trees provided
Continuous 6' ht. hedge required, Continuous 6' ht. hedge provided
Understory Trees — Understory Trees Required, Understory Trees Provided

BUFFER ON SOUTH SIDE OF GAS STATION
1 tree / 20'
176'/ 20' = 9 — 9 trees required, 9 trees provided
6' ht. hedge required — hedges required, hedges provided

WEST PROPERTY LINE
1 tree / 20'
976' / 20' = 49 — 49 trees required, 49 trees provided

SOUTH PROPERTY LINE
Minimum of 2 tiers of shrub species
1 tree / 20'
635' / 20' = 32 — 32 trees required, 32 trees provided
Continuous 6' ht. hedge required, Continuous 6' ht. hedge provided
Understory Trees — Understory Trees Required, Understory Trees Provided

Multi–family & Planned Developments
1 tree/1,400 SF of developed areas
cannot count street trees for this category

TOTAL TREES REQUIRED TO MEET CODE = 109,362/1,400 = 79 Trees Required
TOTAL TREES PROVIDED TO MEET CODE = 79 trees provided

50% of Required Trees must be native — 272 Trees Provided/2 = 136 Trees Required, 194 native trees provided and 3 existing

50% of Required Trees must be canopy or shade — 272 shade/canopy trees required, 272 shade/canopy trees provided and 3 existing

MITIGATION
355 TOTAL INCHES OF DICOTS BEING REMOVED.
MITIGATION REQUIRED: 355"/4" TREE = 89 (4" TREES) REQUIRED
89 (4" TREES) PROVIDED

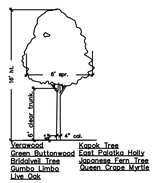
FURNISHING REQUIREMENTS

RETAIL/COMMERCIAL	REQUIRED	PROVIDED
BICYCLE RACKS: 1/12,500 S.F.	1	2
BENCHES: 1/12,500 S.F.	1	2
TRASH RECEPTACLES: 1/12,500 S.F.	1	2
RETAIL S.F. = 4,300/12,500 = 1		

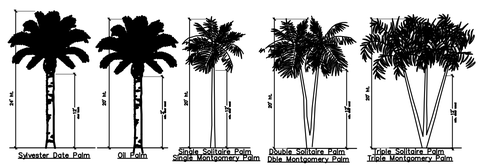
MULTI–FAMILY RESIDENTIAL	REQUIRED	PROVIDED
BICYCLE RACKS: 1/75,000 S.F.	8	8
BENCHES: 1/25,000 S.F.	22	22
TRASH RECEPTACLES: 1/25,000 S.F.	22	22
NET LOT SIZE 544,777 S.F./75,000 = 8	544,777 S.F./25,000 = 22	

INSTALLATION & INSPECTION DETAILS

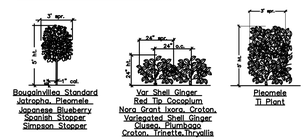
TREES – HEIGHT & SPREAD

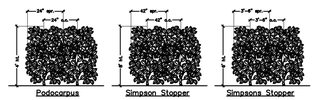


PALMS – HEIGHT & SPREAD

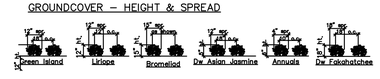


SHRUBS – HEIGHT & SPREAD





GROUNDCOVER – HEIGHT & SPREAD



PLANT LIST
CODE AND DETAILS

HS2G INC
LANDSCAPE ARCHITECTURE
1350 EAST SUNRISE BLVD. #121
FT. LAUDERDALE, FL 33304
PHONE 954.326.7212
E-MAIL : PETE@HS2G.NET

SHALIMAR AT BOYNTON BEACH
BOYNTON BEACH, FLORIDA

REVISIONS
1 REISSUE PLANS: 2/10/2022

SCALE	N/A
DESIGNED BY	PFS
DRAWN BY	PFS
DATE	6/3/22

DRAWING TITLE

PLANT LIST
CODE AND
DETAILS

SEAL:

REGISTERED LANDSCAPE ARCHITECT
PETER STRELKOW
LA 0000884
STATE OF FLORIDA

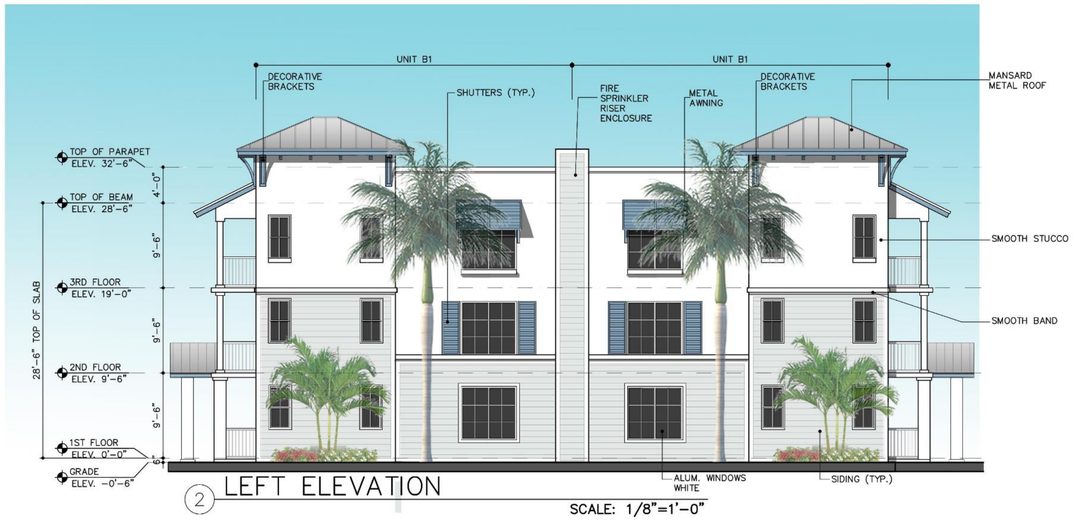
Date:_____

SHEET NUMBER

L-12

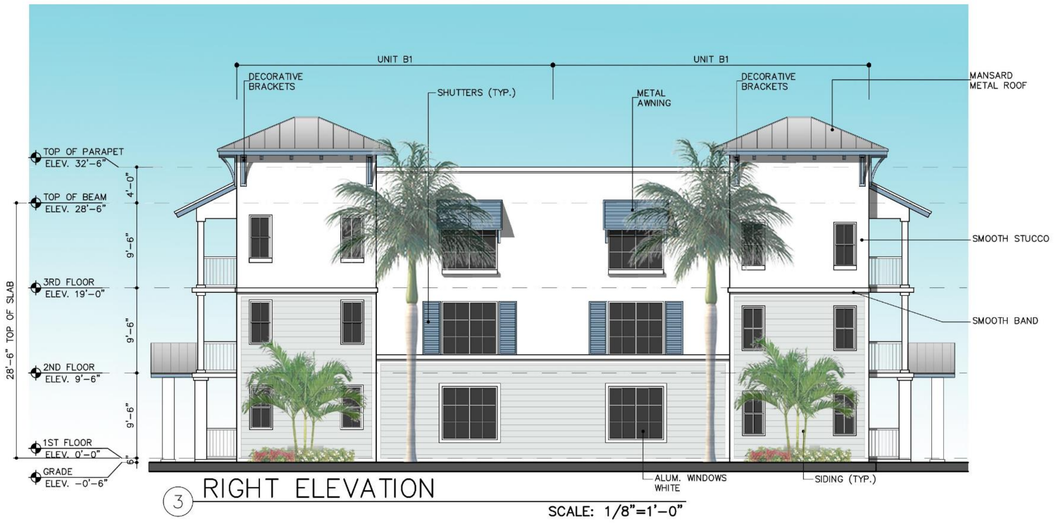
1 FRONT ELEVATION

SCALE: 1/8"=1'-0"



2 LEFT ELEVATION

SCALE: 1/8"=1'-0"



3 RIGHT ELEVATION

SCALE: 1/8"=1'-0"

4 REAR ELEVATION

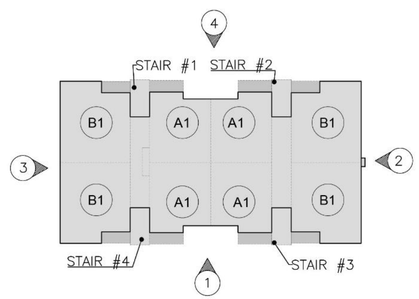
SCALE: 1/8"=1'-0"

COLOR SCHEME

ACCENT 1 SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	ACCENT 2 SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	SILVER MTL. ROOF	SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



KEY PLAN

N.T.S.

BUILDING TYPE I - ELEVATIONS

SCALE: 1/8"=1'-0"

Page 423 of 638

	BY
INITIAL SITE PLAN SUBMITTAL 11/03/2021	
SITE PLAN RE-SUBMITTAL 02/10/2022	

SHALIMAR AT BOYNTON BEACH

FOR: TM RESIDENTIAL

LOCATED AT: BOYNTON BEACH, FLORIDA

STATE OF FLORIDA · GEORGE L. MOURIZ · AR0007806 · REGISTERED ARCHITECT

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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DRAWN	
DATE	11/03/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ

SHEET TITLE:

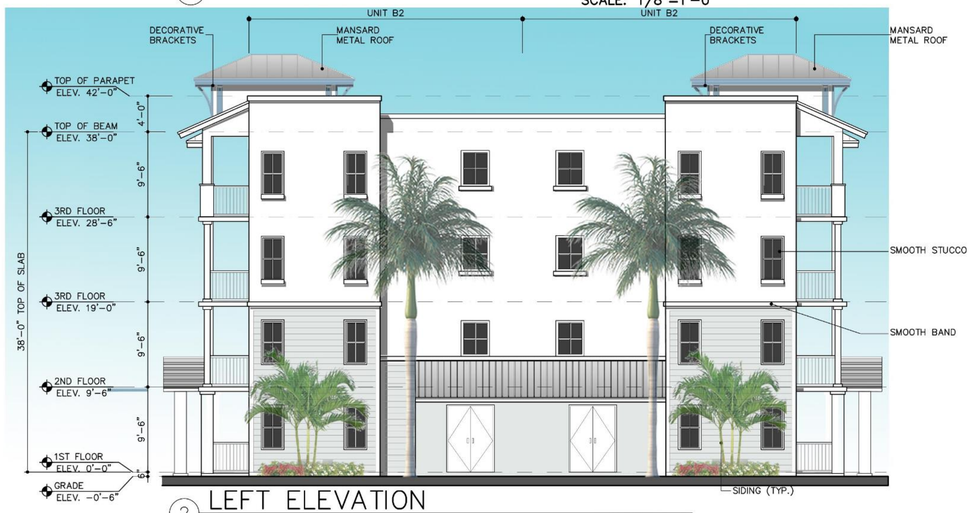
ELEVATIONS BUILDING TYPE I

SHEET NUMBER:

A-3.1.1 C

1 FRONT ELEVATION

SCALE: 1/8"=1'-0"

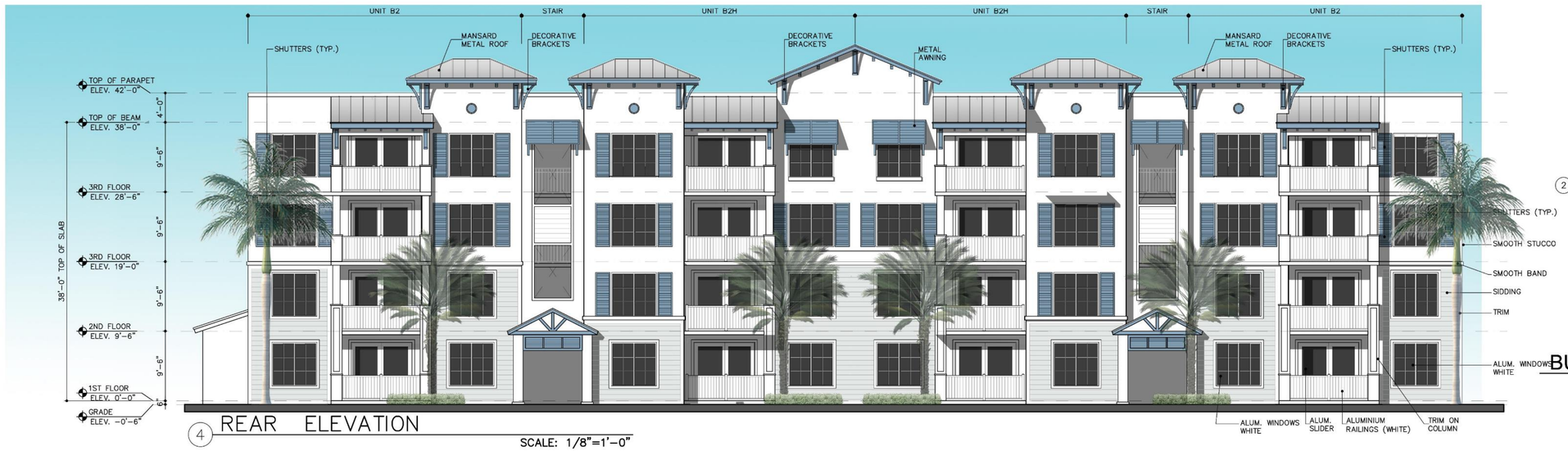


2 LEFT ELEVATION

SCALE: 1/8"=1'-0"

3 RIGHT ELEVATION

SCALE: 1/8"=1'-0"



4 REAR ELEVATION

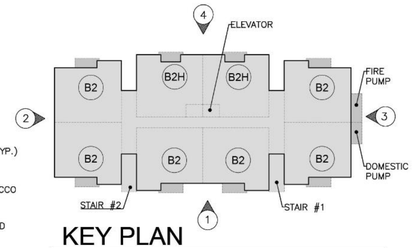
SCALE: 1/8"=1'-0"

COLOR SCHEME

ACCENT 1	ACCENT 2		SILVER MTL.	
SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	ROOF	SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



KEY PLAN

N.T.S.

BUILDING TYPE II - ELEVATIONS

SCALE: 1/8"=1'-0"

INITIAL SITE PLAN SUBMITTAL 11/03/2021 BY
SITE PLAN RE-SUBMITTAL 02/10/2022

SHALIMAR AT BOYNTON BEACH

FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

STATE OF FLORIDA
GEORGE L. MOURIZ
AR0007806
REGISTERED ARCHITECT
Georgeluis Mouriz
GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
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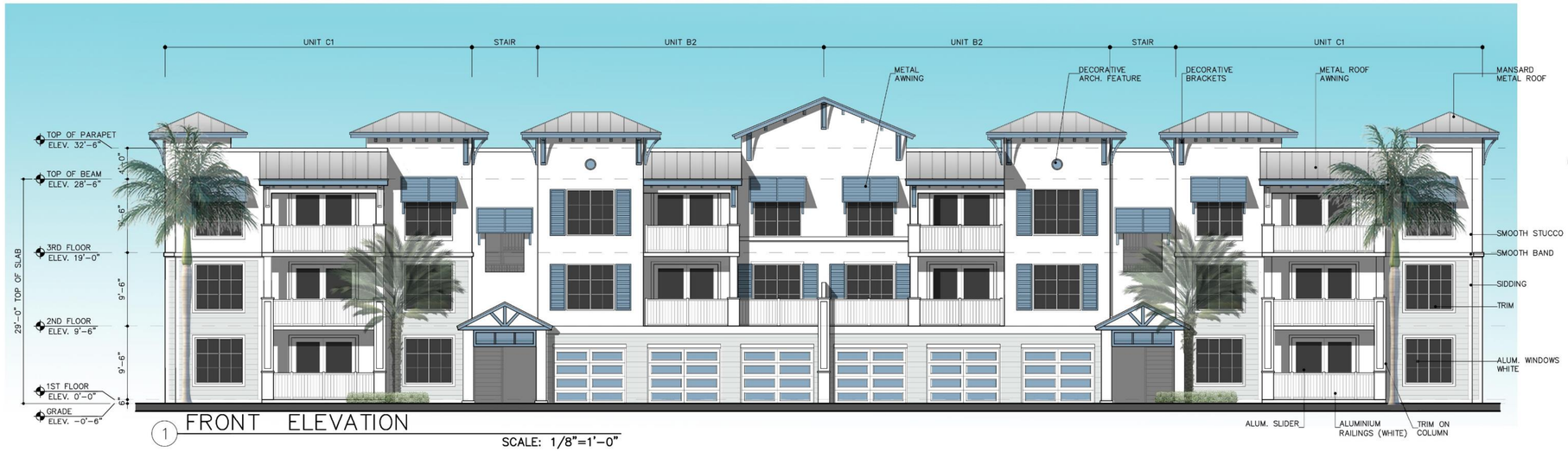
DRAWN	
DATE	11/03/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ

SHEET TITLE:
ELEVATIONS
BUILDING TYPE II

SHEET NUMBER:
A-3.2.1 C

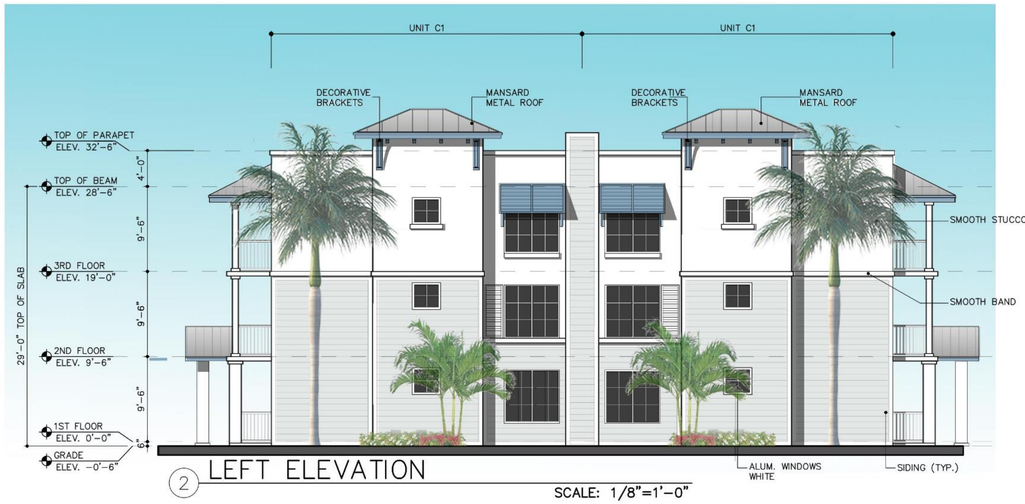


1 FRONT ELEVATION

SCALE: 1/8"=1'-0"

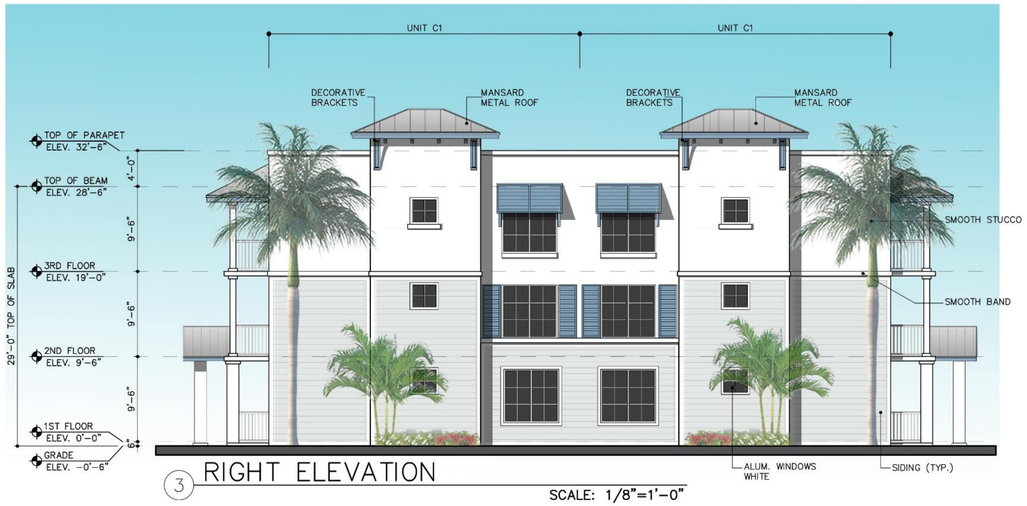
COLOR SCHEME

ACCENT 1 SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	ACCENT 2 SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	SILVER MTL. ROOF	SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)



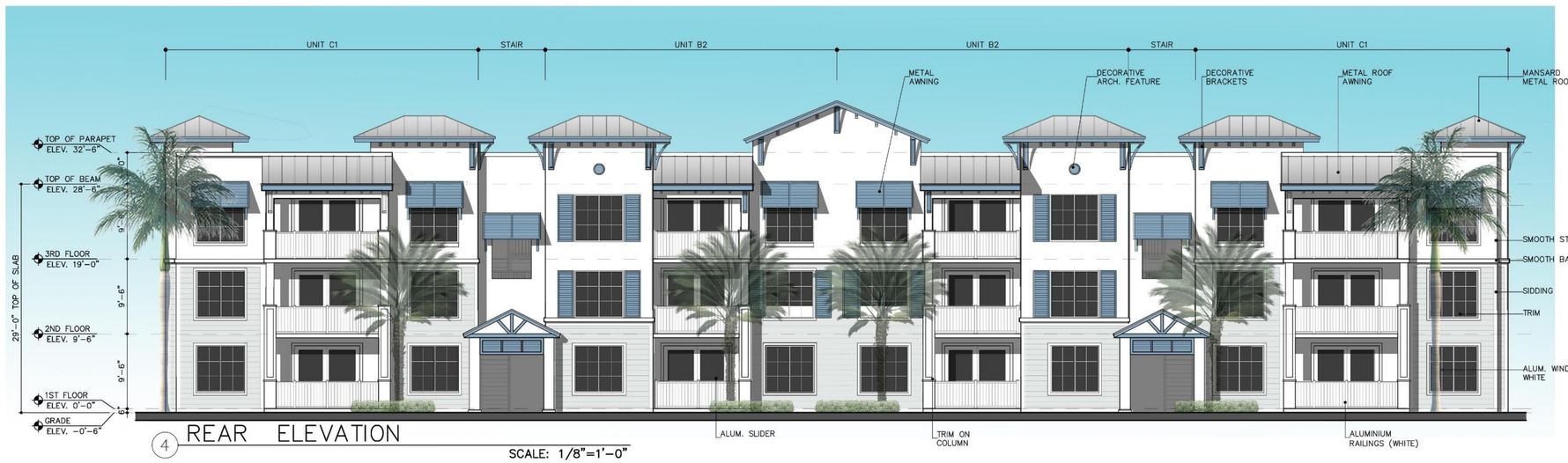
2 LEFT ELEVATION

SCALE: 1/8"=1'-0"



3 RIGHT ELEVATION

SCALE: 1/8"=1'-0"

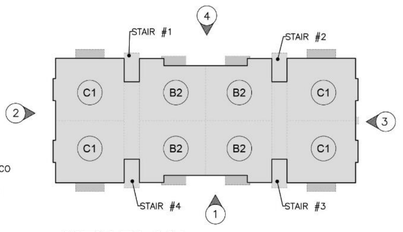


4 REAR ELEVATION

SCALE: 1/8"=1'-0"

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



KEY PLAN

N.T.S.

BUILDING TYPE III - ELEVATIONS

SCALE: 1/8"=1'-0"

	BY
INITIAL SITE PLAN SUBMITTAL 11/03/2021	
SITE PLAN RE-SUBMITTAL 02/10/2022	

SHALIMAR AT BOYNTON BEACH

FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

STATE OF FLORIDA
GEORGE L. MOURIZ
REGISTERED ARCHITECT
AR0007806

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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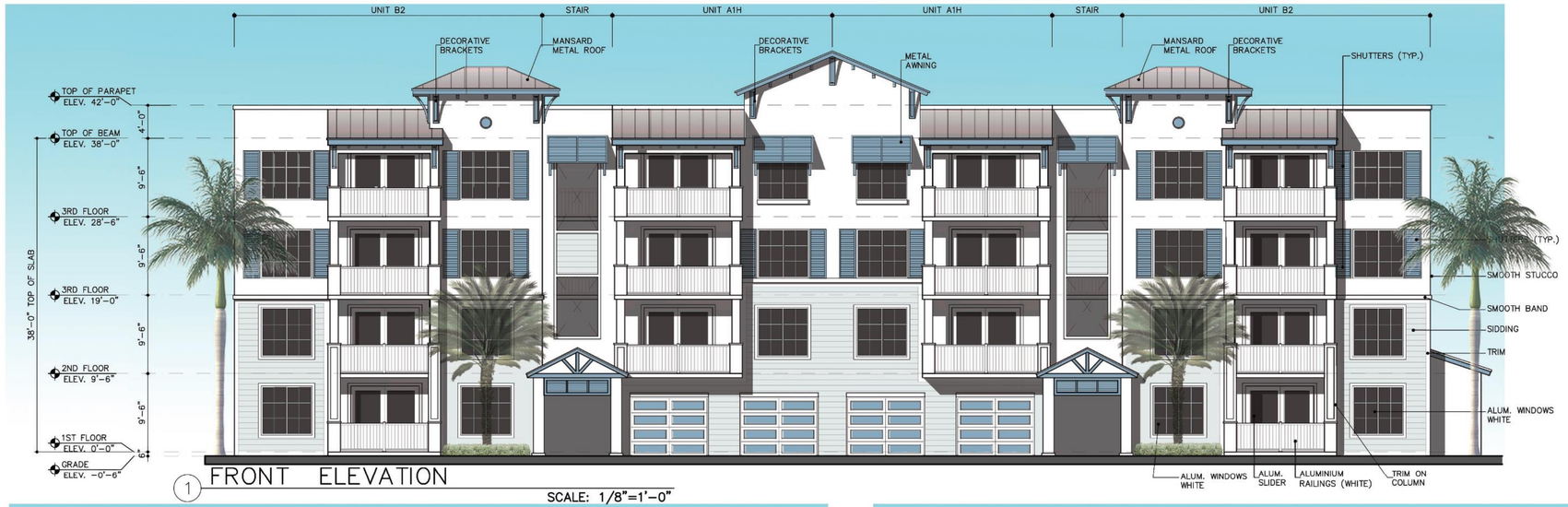
DRAWN	
DATE	11/03/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ

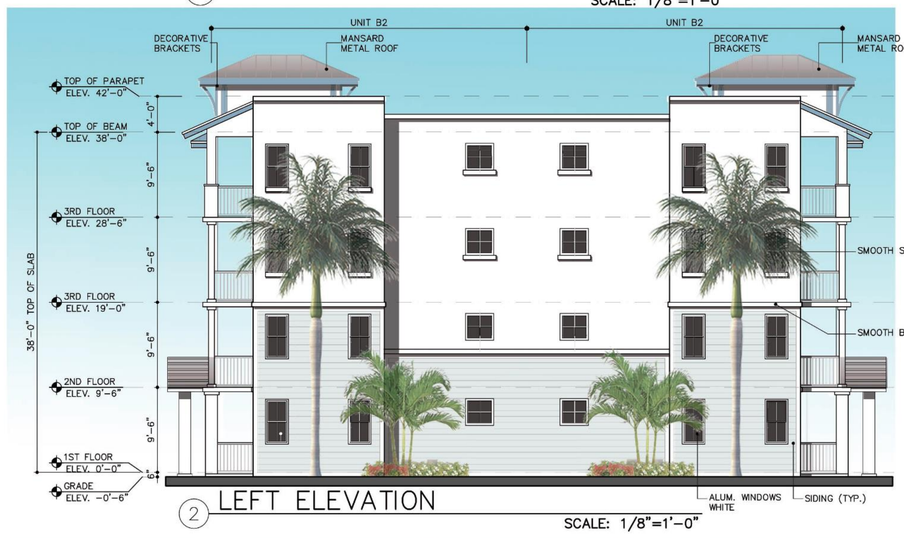
SHEET TITLE:
ELEVATIONS
BUILDING TYPE III

SHEET NUMBER:
A-3.3.1 C



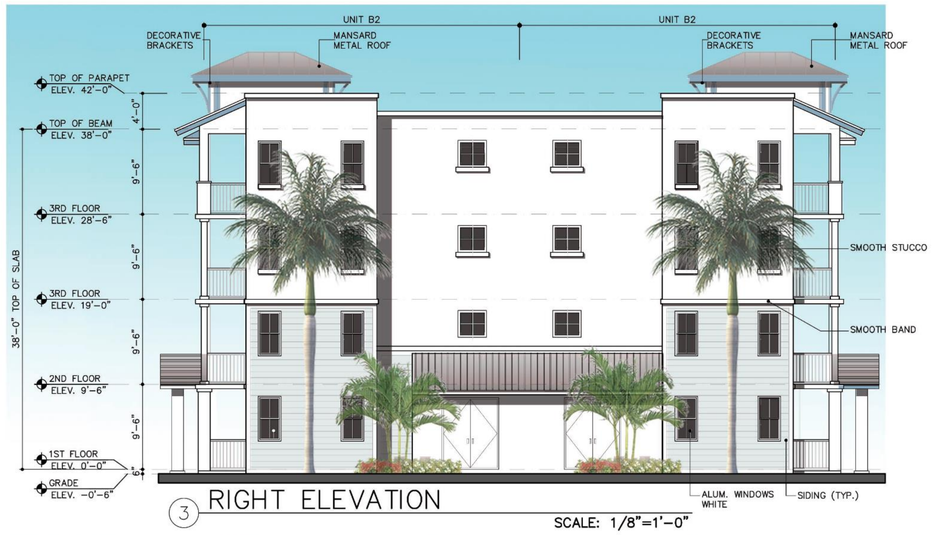
1 FRONT ELEVATION

SCALE: 1/8"=1'-0"



2 LEFT ELEVATION

SCALE: 1/8"=1'-0"



3 RIGHT ELEVATION

SCALE: 1/8"=1'-0"

4 REAR ELEVATION

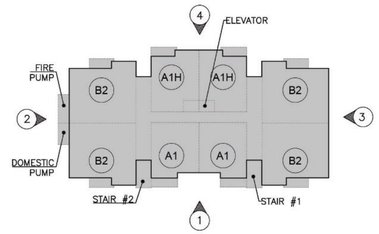
SCALE: 1/8"=1'-0"

COLOR SCHEME

ACCENT 1	ACCENT 2		SILVER MTL.	
SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	ROOF	SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



KEY PLAN

N.T.S.

BUILDING TYPE IV - ELEVATIONS

SCALE: 1/8"=1'-0"

INITIAL SITE PLAN SUBMITTAL	11/03/2021 BY
SITE PLAN RE-SUBMITTAL	02/10/2022

SHALIMAR AT BOYNTON BEACH

FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

STATE OF FLORIDA — GEORGE L. MOURIZ — AR0007806 — REGISTERED ARCHITECT

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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DRAWN	
DATE	11/03/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ

SHEET TITLE:
ELEVATIONS
BUILDING TYPE IV

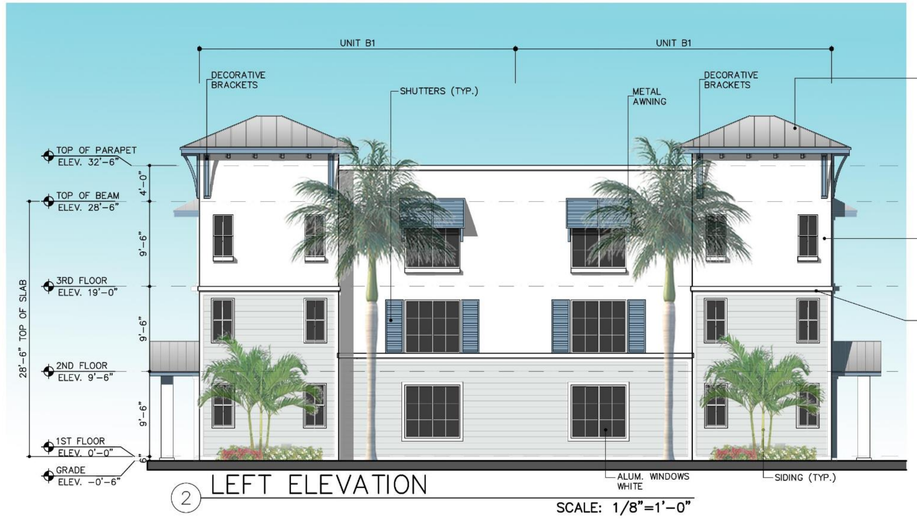
SHEET NUMBER:
A-3.4.1 C

1 FRONT ELEVATION

SCALE: 1/8"=1'-0"

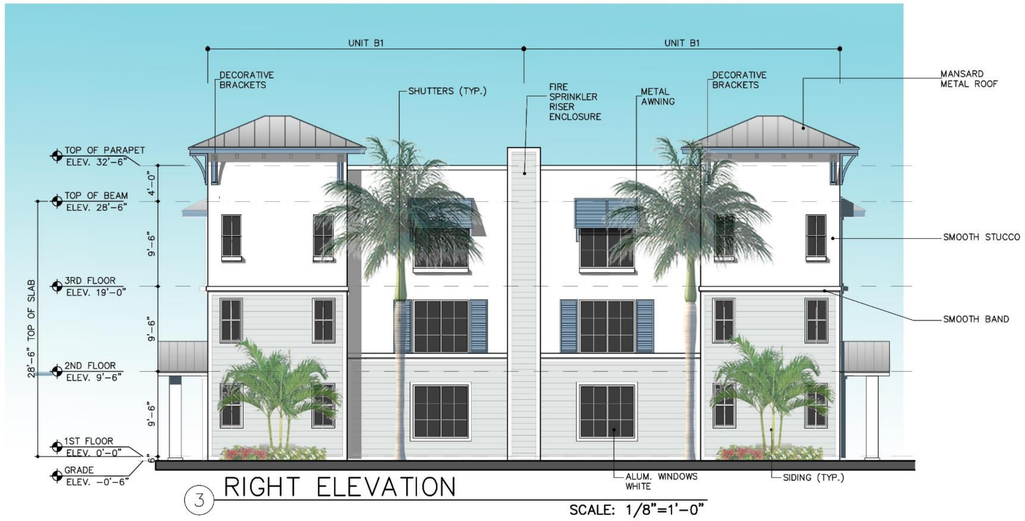
COLOR SCHEME

ACCENT 1	ACCENT 2		SILVER MTL. ROOF	
SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)		SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)



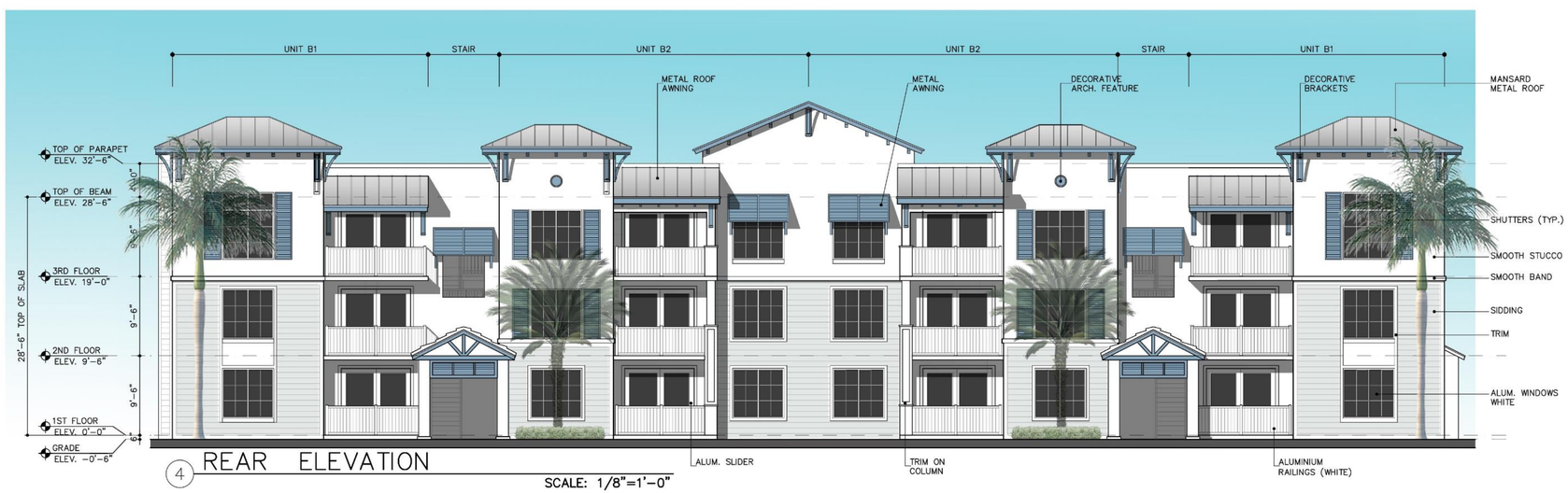
2 LEFT ELEVATION

SCALE: 1/8"=1'-0"



3 RIGHT ELEVATION

SCALE: 1/8"=1'-0"

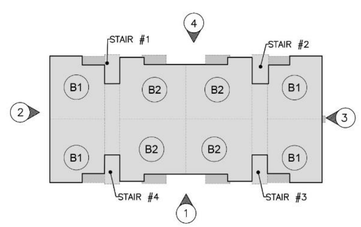


4 REAR ELEVATION

SCALE: 1/8"=1'-0"

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



KEY PLAN

N.T.S.

BUILDING TYPE V - ELEVATIONS

SCALE: 1/8"=1'-0"

	BY
INITIAL SITE PLAN SUBMITTAL 11/03/2021	
SITE PLAN RE-SUBMITTAL 02/10/2022	

SHALIMAR AT BOYNTON BEACH

FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

STATE OF FLORIDA
GEORGE L. MOURIZ
AR0007806
REGISTERED ARCHITECT

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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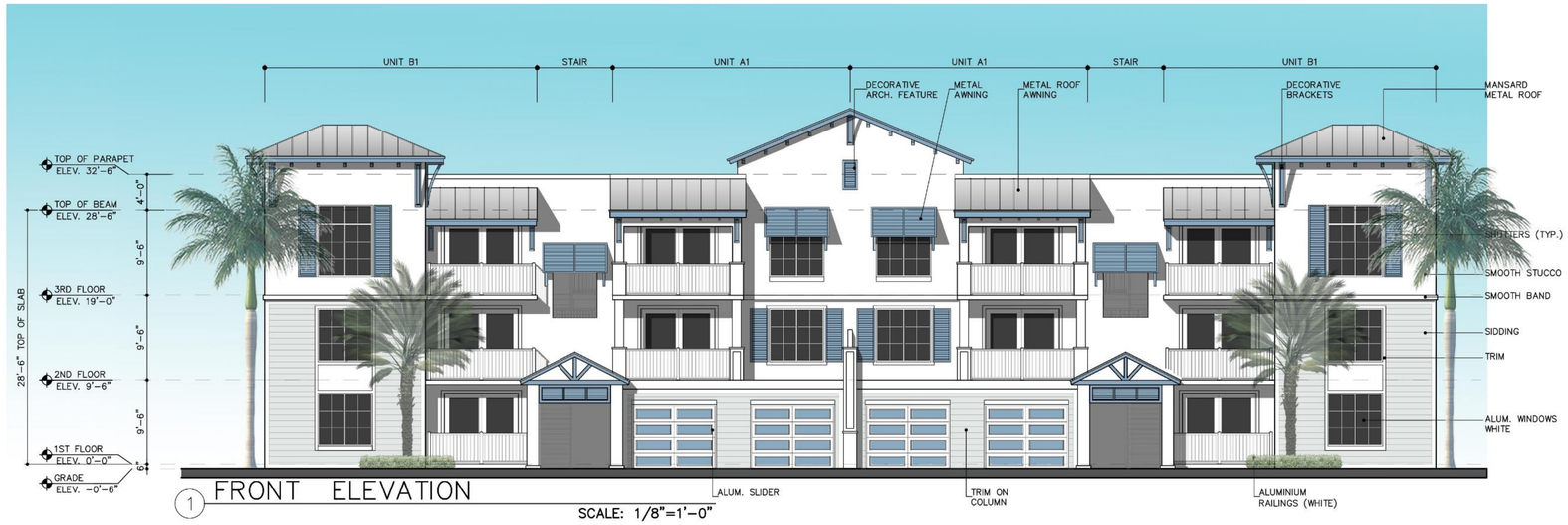
DRAWN	
DATE	11/03/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ

SHEET TITLE:
ELEVATIONS
BUILDING TYPE V

SHEET NUMBER:
A-3.5.1 C



1 FRONT ELEVATION

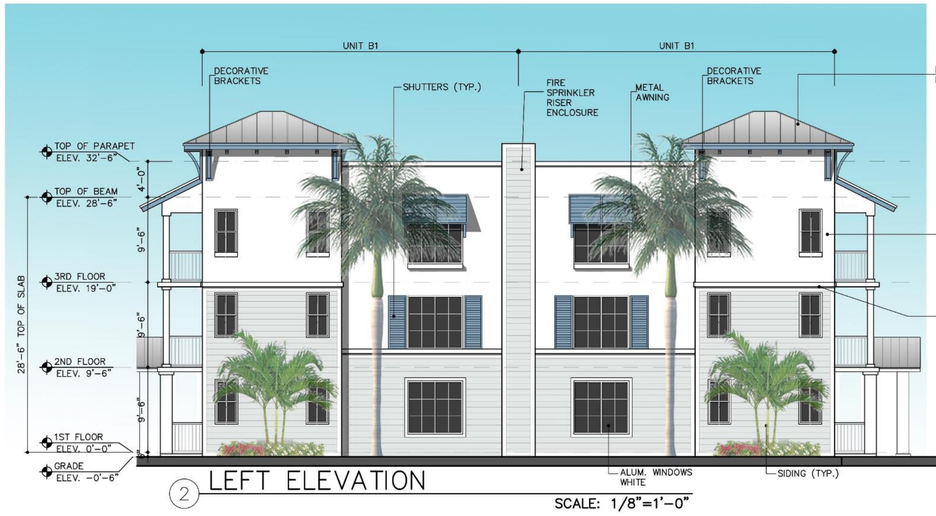
SCALE: 1/8"=1'-0"

COLOR SCHEME

ACCENT 1 SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	ACCENT 2 SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	SILVER MTL. ROOF	SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)

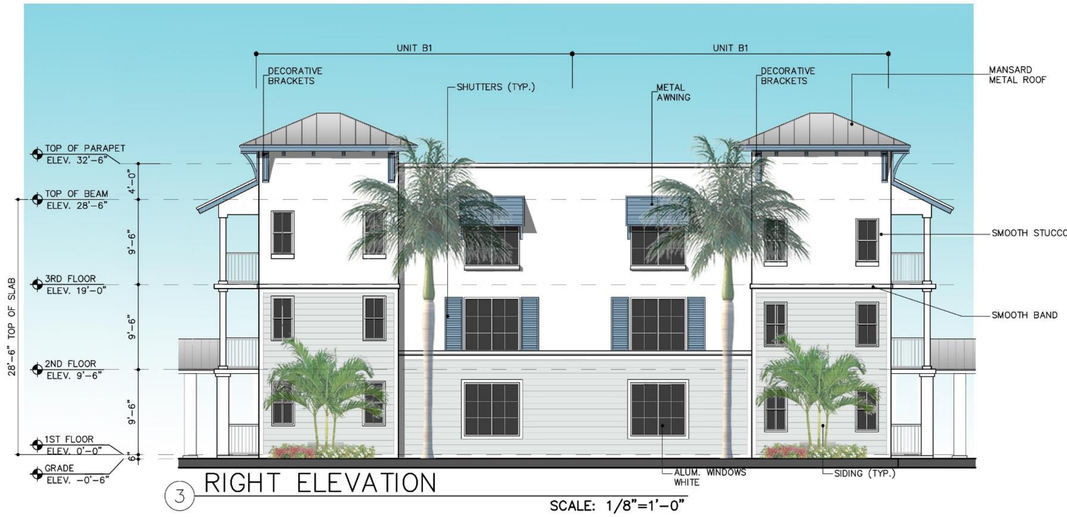
NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



2 LEFT ELEVATION

SCALE: 1/8"=1'-0"

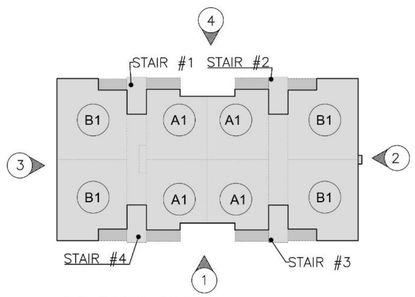


3 RIGHT ELEVATION

SCALE: 1/8"=1'-0"

4 REAR ELEVATION

SCALE: 1/8"=1'-0"



KEY PLAN

N.T.S.

BUILDING TYPE IH - ELEVATIONS

SCALE: 1/8"=1'-0"

	BY
INITIAL SITE PLAN SUBMITTAL 11/03/2021	
SITE PLAN RE-SUBMITTAL 02/10/2022	

SHALIMAR AT BOYNTON BEACH

FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

STATE OF FLORIDA
GEORGE L. MOURIZ
REGISTERED ARCHITECT
AR0007806

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

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DRAWN	
DATE	11/03/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ

SHEET TITLE:
ELEVATIONS
BUILDING TYPE IH

SHEET NUMBER:
A-3.1A.1C

1 FRONT ELEVATION

SCALE: 1/8"=1'-0"

COLOR SCHEME

ACCENT 1 SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	ACCENT 2 SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	SILVER MTL. ROOF	SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)

CLUBHOUSE - ELEVATION

SCALE: 1/8"=1'-0"

INITIAL SITE PLAN SUBMITTAL 10/06/2021	BY

SHALIMAR AT BOYNTON BEACH

FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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DRAWN	
DATE	-/-/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ
SHEET TITLE:	CLUBHOUSE
SHEET NUMBER:	CH-3.1 C

VISUAL IMPACT ANALYSIS

INITIAL SITE PLAN SUBMITTAL 10/06/2021	BY

SHALIMAR AT BOYNTON BEACH

FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

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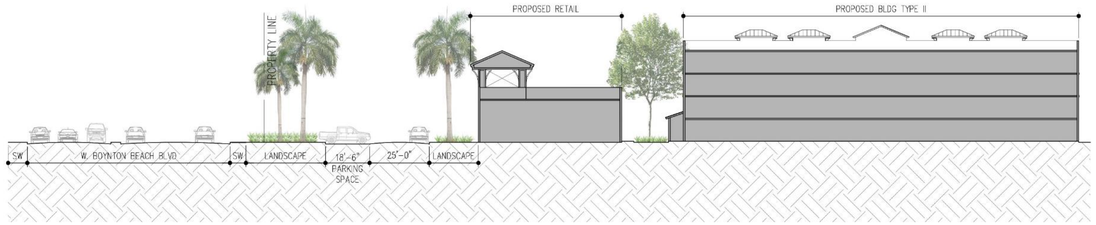
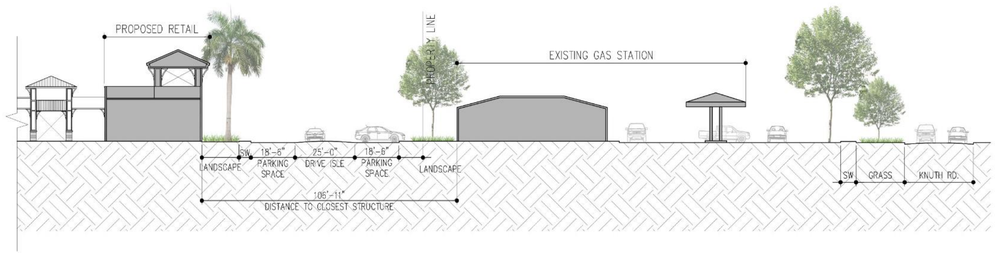
DRAWN	
DATE	-/-/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ

SHEET TITLE:
VISUAL IMPACT ANALYSIS

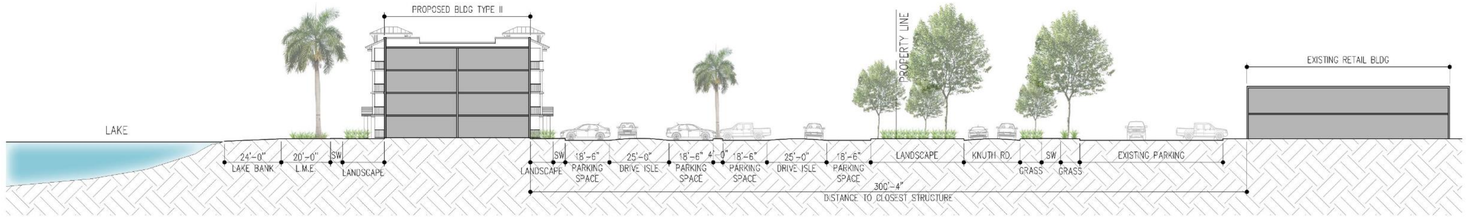
SHEET NUMBER:
VIA- 1



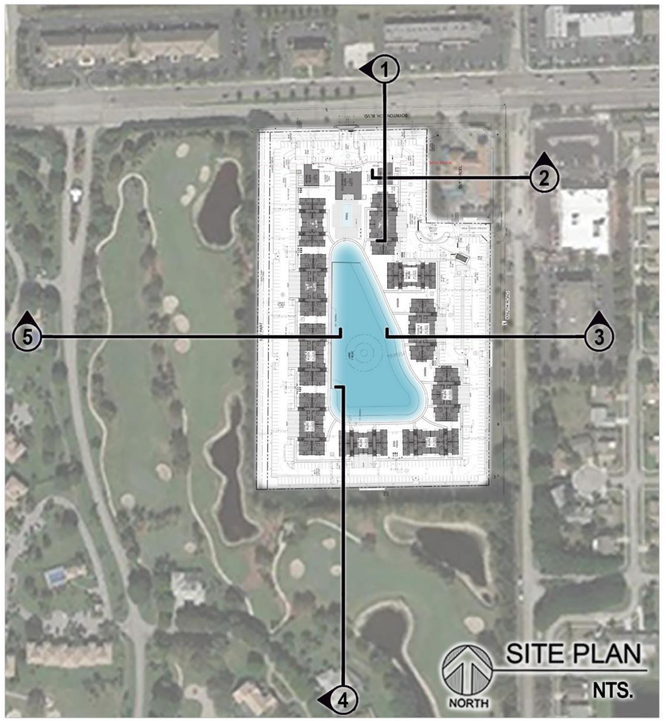
1 CROSS SECTION AT BOYNTON BCH BLVD.
SCALE: 1"=30'

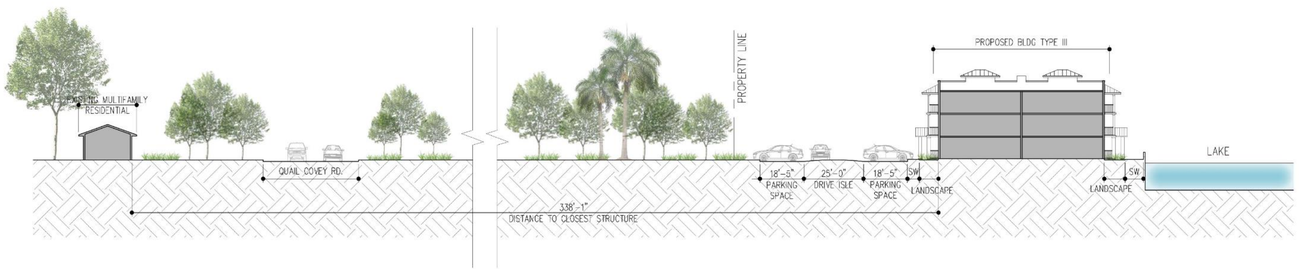


2 CROSS SECTION AT KNUTH RD. (GAS STATION)
SCALE: 1"=30'



3 CROSS SECTION AT KNUTH RD.
SCALE: 1"=30'





5 CROSS SECTION
SCALE: 1"=30'

4 CROSS SECTION
SCALE: 1"=30'

VISUAL IMPACT ANALYSIS
SCALE: 1" = 30'-0"

INITIAL SITE PLAN SUBMITTAL 10/06/2021	BY

SHALIMAR AT BOYNTON BEACH
FOR:
TM RESIDENTIAL
LOCATED AT:
BOYNTON BEACH, FLORIDA

MSA ARCHITECTS, INC.
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DRAWN	
DATE	-/-/2021
SCALE	AS SHOWN
JOB NO.	2068.PRJ

SHEET TITLE:
VISUAL IMPACT ANALYSIS

SHEET NUMBER:
VIA-2

EXHIBIT "C"

Conditions of Approval

Project Name: Shalimar at Boynton Beach
File number: MPMD 22-001 / NWSP 22-001
Reference: 3rd review plans identified as a Master Plan Modification and New Site Plan with a June 7, 2022 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. At time of permitting, revise the plans to include the required sidewalk along Knuth Road and pedestrian connection to the parking area.	X	
2. The sizing of the off-site drainage system shall take into consideration the runoff from Knuth Road. The existing catch basins shall be connected to the proposed off-site system. Also, the proposed drainage manholes shall be converted to catch basins, based on their locations vis-à-vis to the existing catch basins.	X	
3. At time of permitting, an executed Developer's Agreement with the City shall be in place for the off-site improvements, which the City will share the cost, based on the upsizing of the storm pipe on Knuth Road.	X	
FIRE		
Comments:		
4. Provide turning radius of 25 feet inside and 55 feet outside on the plan for verification in accordance with our largest apparatus 2018 edition of NFPA 1 18.2.3.5.3 turning radius.	X	
5. Fire department access roads shall have a minimum 20 feet of unobstructed width. (NFPA 1:18.2.3.5.1.1) front entrance out is 15 feet, existing access road.	X	
6. Access box switches will be required at all gates 1:18.2.2.1.	X	
POLICE		
Comments: None, all previous comments addressed at DART meeting.		
BUILDING DIVISION		
Comments: None, all previous comments addressed at DART meeting.		

DEPARTMENTS	INCLUDE	REJECT
PARKS AND RECREATION		
Comments:		
7. The applicable park impact fees ($148,750) is due at time of permitting.	X	
PLANNING AND ZONING		
Comments:		
8. Per the City's Land Development Regulations, residential recreational/ amenity areas require five (5) parking spaces, plus one (1) additional space per three hundred (300) square feet of gross floor area of office use for leasing or management purposes located in recreation buildings or separate structures (Ch. 4, Art. V, Sec. 2.D.). At time of permitting, revise the parking calculations on the Site Plan (SP-1), Justification Statement and Reduced Parking Statement, to include the additional required parking spaces for the clubhouse.	X	
9. An approved SCAD (School Capacity Availability Determination) application is required. Please submit a letter of approval from Palm Beach County at time of permitting.	X	
10. Prior to permitting, the applicant is required to initiate a Vacation and Abandonment Application for the abandonment of the platted right-of-way, within the City of Boynton Beach, running along the west property line.	X	
11. At time of permitting, provide a Unity of Control for abutting parcels under the same ownership.		
12. At time of permitting, submit floor plans for the retail and club house buildings. Ensure, the floor plans for the clubhouse clearly depict the spaces dedicated to leasing and/ or management activities.	X	
13. The project includes a request for Parking Reduction for Sustainability. At time of permitting, revise the parking ratios on the documents and drawings to be consistent with the reduced parking ratios permitted for one (1) bedroom apartments (1.33 space per D.U.) and two (2) bedroom apartments (1.66 space per D.U.), as indicated on the Parking Reduction for Sustainability code section (Ch. 4, Art. V, Sec. 3.G.).	X	
14. Prior to permitting, submit a parking contingency plan showing the areas on the proposed site plan where parking spaces may be added in the event that a shortage is realized subsequent to construction, and/ or provide operational rules, procedures or strategies needed to off-set the realized deficiency.	X	

DEPARTMENTS	INCLUDE	REJECT
15. The parking deficiency indicated on the Reduced Parking Statement is inconsistent with the parking deficiency shown on the Site Plan (SP-1). At time of permitting, ensure the information on both documents matches.	X	
16. The Landscape Plan (L-7) shows that the walkway located on the east side of the northern entry drive would be obstructed by the proposed landscape strip running along the north property line. Correct the drawing to show the walkway connecting to the sidewalk along Boynton Beach Boulevard and clear of obstructions.	X	
17. An approved Sign Program will be required prior to issuance of any sign permits for the project. Submit a Sign Program application to the Planning and Zoning Division for review and approval.	X	
18. Two (2) percent of the parking shall consist of handicap accessible parking spaces. The Site Plan (SP-1) depicts a total of ten (10) accessible handicap spaces. At time of permitting, provide an additional handicap parking space.	X	
19. Per the Parking Reduction for Sustainability provisions, a maximum of 10 percent of the required parking spaces may consist of compact parking spaces. Provide revised parking calculations and/ or revised parking plan.	X	
20. Replace the parking lot wheel stops with 2-foot wide overhangs.	X	
21. Provide a valid FDOT Pre-Application Letter and an updated traffic study.	X	
22. At time of permit, revise the plans to be consistent with the Master Plan/ Site Plan (SP-1) approved by the City Commission.	X	
23. Submit a revised Parking Demand Statement.	X	
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.		
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

DUNAY MISKEL BACKMAN LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman
Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Matthew Kwasman
Christina Bilenki
Lauren G. Odom
Nicole Jaeger
Rachael Bond Palmer

Shalimar at Boynton Beach
Statement of Use and Justification for Master Plan and Site Plan
Southwest Corner of Boynton Beach Boulevard and Knuth Road

Knuth Road Trust ("Petitioner") is the owner of the 12.506-acre parcel ("Property") referenced by Parcel Control Number 08-43-45-30-24-000-0020, which is generally located at the southwest corner of Boynton Beach Boulevard and Knuth Road within the City of Boynton Beach ("City") in Palm Beach County ("County"), Florida. The Property was originally designated LRC, Local Retail Commercial, on the City's Future Land Use Map ("FLUM") pursuant to Ordinance 89-38 and was located within the PCD, Planned Commercial Development, zoning district pursuant to Ordinance 02-013. On June 15, 2021 the City adopted Ordinance 21-014 to amend the Property's future land use designation from LRC to MXL, Mixed-Use Low, and Ordinance 21-015 to amend the Property's zoning from PCD to SMU, Suburban Mixed Use. Copies of the referenced ordinances are attached hereto as Exhibit "A".

Petitioner intends to develop the Property as a mixed-use residential and commercial development inclusive of 250 residential units, two (2) 2,150 square foot retail buildings, a 9,850 square foot clubhouse, and 535 off-street parking spaces ("Project"). In order to develop the Property as intended, Petitioner must obtain Master Plan and Site Plan approval. In support of the Master Plan and Site Plan, Petitioner will demonstrate compliance with Chapter 3, Article III, Section 4, SMU Zoning District Regulations, and Chapter 3, Article III, Section 4.D., Site Development Standards, of the City's Land Development Regulations ("LDR"). Petitioner will also incorporate sufficient design options from Chapter 4, Article XIII, Sustainable Development Options and Points.

Chapter 3, Article III, Section 4 – SMU Zoning District Regulations:

1. General
   Response: The purpose of the SMU zoning district is to implement the mixed use low (MXL) and development of regional impact (DRI) future land use map (FLUM) classifications of the Comprehensive Plan. In order to guide the redevelopment and envisioned growth of the suburban area, the SMU zoning district requires a diversity of land uses, accommodating a mixture of residential, office, retail, recreational, and other miscellaneous uses. The Project offers a mix of mid-rise multi-family residential units and commercial retail that is consistent with the intent of the MXL land use category. The Project also supports development and redevelopment efforts along Boynton Beach Boulevard which is a major thoroughfare in the City.

2. Use(s) Allowed.
   Response: As mentioned, the two uses that are proposed with the Project are multi-family residential and retail, as well as significant lifestyle and recreational amenities for the residents and visitors of the Project. Per Table 3-28, Use Table Matrix, multi-family residential is a permitted use in the SMU zoning district. The specific type of retail designated for the commercial buildings has not been confirmed at this time. However, the Use Table Matrix permits most commercial retail uses in the SMU zoning district and the ultimate use will comply with the City Code.

3. Building and Site Regulations.
   Response: The Project complies with the building and site regulations for the SMU district. Specifically, the Project complies with the minimum lot area, minimum lot frontage, minimum setbacks, maximum lot coverage, maximum Floor Area Ratio (FAR), maximum structure height, and minimum open space as depicted on the site plan (SP-1).

4. Parking.
   Response: Pursuant to the minimum off-street parking standards in Article V, Section 2, the Project is required to provide a minimum of 536 off-street parking spaces. The Project currently exceeds the minimum off-street parking requirement by 1 space, as a total of 537 off-street parking spaces are proposed.

5. Exterior Storage of Merchandise and Equipment.
   Response: The Project will not have exterior storage of merchandise or equipment.

LDR Chapter 4 – Site Development Standards

The Project complies with the site development standards set forth in LDR Chapter 4. The standards address environmental protection, landscape design and buffers, exterior building and site design, signage, off-street parking, parking and loading standards, exterior lighting, utility and infrastructure design, building, construction, and historic preservation, flood prevention, excavation and fill regulations, fertilizer use, and sustainable development standards. A tabular summary of the building area, density, height, unit mix, and parking is provided on the site plan (SP-1) and is provided below:

SITE INFORMATION		
SITE AREA	544,777.7 square feet	12.506 acres
FUTURE LAND USE	MXL	Max. 20 DU/Acre = 250 DU
ZONING	SMU	
DENSITY	250 DU	20 DU/Acre
TYPE OF USE	Multifamily Residential, Retail, and Residential Amenities	

Off-Street Parking			
Required			
Residential	# of units or SF		# Spaces
1BD @ 1.5 sp/du	48 units		72 sp
2BD @ 2 sp/du	166 units		332 sp
3BD @ 2 sp/du	36 units		72 sp
Visitor @ .15 sp/du	250 units		38 sp
Sub-Total			*514 sp*
Retail @ 5sp/1000 sf	4,300 sf		22 sp
Grand Total			**536 sp**
Provided	**Standard**	**Compact**	**HC**
Surface	394 sp	55 sp	10 sp
Garage	37 sp		1 sp
Tandem	38 sp		sp
Sub-Total	469 sp	55 sp	11 sp
Total Provided			535 sp
Note: Min provided ADA spaces meet ADA Standards for Accessible Design 4.1.2 (5)			

REGULATORY GUIDELINES		
Building Height	Allowed	Provided
As measured from grade to parapet	55' max.	Club House/ Retail-(12'-6" -1 story) Type I/IH-(28'-6"- 3 story) Type II- (38'-0"-4 story) Type III- (28'-6"-3 story)
Building Setbacks	Allowed	Provided
Side (East)	10'-0"	56'-10" (to 1 story Maint. Room)
Side interior (North)	10'-0"	82'-5"
Side interior (East)	10'-0"	77'-10"
Height Setback Envelope (Based on Bldg. Height)		
Rear (South)		
To 3 Story Bldg.	85'-6"	85'-6"
Interior Side (West)		
To 3 Story Bldg.	85'-6"	95'-8"
Build-to line		
Front (North)	90'-0"	90'-0"
Lot Coverage	Provided	
	%	Area
Residential		95,094 sf
Clubhouse		4,925 sf
Retail		4,300 sf
Total	19%	104,319 sf
FAR		
Retail FAR		0.0079
Useable Open Space	Required Min.	Provided
Multifamily Use	20% (108,956 sf)	20.27% (110,410 sf)
Note: Calc based on Site Area		

In addition, the Project provides adequate room for emergency access as shown on the Fire Truck Autoturn Analysis. Bike and pedestrian access into the Project are proposed from Boynton Beach Boulevard. There are also bike and pedestrian paths that connect each residential building to a scenic path around the lake, central to the Property.

Chapter 4, Article XIII, Sustainable Development Options and Points

The Project exceeds the minimum required Sustainable Development Options and Points as follows:

SUSTAINABILITY POINTS	
Efficient Cooling	2
Efficient Water Heating	2
Cool Roof	2
Building Color	2
Shade Structures for Buildings	4
Lighting	1
Energy Star Appliances	2
Recycle Station/Dumpster Area	1
Rain Water Reuse	4
Nature Path or Trail	1
Minimum Open Space	4
Electric Charging Stations	4
TOTAL	**29**

As noted above, the Project is designed to provide one (1) parking space less than is required by the LDRs, which is allowable through a Special Reduction for Off-Street Parking for Sustainable in accordance with Chapter 4, Article V, Section 3.G.2 of the City's LDRs. Petitioner will demonstrate below that the Project is eligible for this reduction and meets the development requirements. A Parking Demand Study is also included with this application in support of the requested parking reduction.

1. **Applicability**
    a. Eligible developments must be able to provide sustainable design and operation, and, except where noted below, must be located within one-half (1/2) mile from a regional transportation facility (e.g. Transit Area), or within five hundred (500) feet of a bus stop with direct access to a regional transportation facility, measured from property line to property line.

    Response: The Property is +/- 50 feet east of the nearest bus stop, commonly referred to as Boynton Beach Boulevard at Quail Covey Road for Palm Tran Route #73. The Property has direct access to the bus stop via the public sidewalk to the north. The Palm Tran Route #73 connects the Property to the Boynton Beach Rri-

Rail Station, which is a regional transportation facility. As such, the Project is eligible for a special reduction in parking for sustainability.

2. Development Requirements

a. Describe, in quantifiable terms, how the project provides an increase in green space (pervious area) which otherwise would be paved for parking spaces, or how the proposed project provides a lower urban heat island effect if the proposed development is an urban infill or redevelopment project. At minimum, the elements to be included for compliance are all building roofs, parking and other hard surfaces, and tree canopies.

Response: The Project is designed to provide 1,454 square feet more usable open space than is required by code. Additionally, the colors of the building are light, heat reflecting colors that will result in a reduced cooling cost for the building. As such, the Project complies with this criterion.

b. Accommodate fuel efficient vehicles through provision of covered and well-illuminated locations with apparatus for parking and locking of bikes and low-powered mopeds and scooters, and designated spaces for motorcycles and compact vehicles. Covered storage facilities shall be located on the project site in close proximity to the destination of the residents, employees, or visitors.

Response: Convenient and well-lit locations for bicycle parking are provided in close proximity to each building. In addition, compact vehicle parking is provided in strategic designated locations throughout the Project. As such, the Project complies with this criterion.

c. No more than three percent (3%) of the required parking spaces are represented by spaces dedicated to motorcycles, which should be covered as an incentive for use.

Response: The Project does not propose motorcycle parking spaces. A such, the Project complies with this criterion.

d. No more than ten percent (10%) of the required parking spaces are represented by spaces dedicated to compact vehicles and disbursed throughout the project to maximize accessibility and convenience.

Response: The Project is designed to provide a maximum of ten percent (10%) of the required parking spaces as compact vehicle spaces dispersed throughout the Project to ensure accessibility and convenience. As such, the Project complies with this criterion.

e. Provide efficiency in parking design including consideration for space-conserving tandem spaces when functionally feasible.

Response: The Project incorporates efficient parking design by providing 38 tandem parking spaces dispersed between seven (7) of the residential buildings.

f. Provide vehicle charging stations and dedicated spaces for at minimum Level 2 charging power (one (1) per fifty (50) dwelling units and one (1) per every fifty thousand (50,000) square feet for non-residential developments in excess of seventy-five thousand (75,000) square feet).

Response: The Project is designed to provide six (6) vehicle charging spaces for 250 dwelling units. As such, the Project complies with this criterion.

g. Design for maximized pedestrian interconnectivity for internal circulation and efficient ingress and egress minimizing travel distance for pedestrians and bike/moped/scooter riders.

Response: The Project is designed for maximized pedestrian connectivity. Each residential building has direct access to the parking area. A convenient connection is provided to the existing pedestrian network on Boynton Beach Boulevard, which provides safe and efficient connections to the east and west. Additionally, a pedestrian and bike path connect each residentiazl building to the central scenic path around the lake. As such, the Project complies with this criterion.

h. Include a parking contingency plan to show areas on the proposed site plan where parking spaces may be added in the event that a shortage is subsequently realized for average daily parking demand. If such future spaces do not equal or exceed the total deficiency determined by the standard parking requirements for the use, provide operational rules, procedures or strategies at time of site plan approval to off-set the realized deficiency.

Response: This request entails reduction of only one (1) parking space. There are opportunities to modify the dumpster pick up spaces and/or the maintenance building in the future should an additional parking space be needed to serve the Project. As detailed in the Parking Demand Study, the parking is anticipated to be more than sufficient to meet the demands of the Project. As such, the Project complies with this criterion.

i. Facilitate a ride-sharing/car pool program by screening, recording and maintaining participants' travel destination information, schedules and routes for controlled access by residents and employees.

Response: The property management will facilitate a ride-sharing/car pool program in the clubhouse to promote these options for residents and employees. As such, the Project complies with this criterion.

j. Maintain bus and train schedules in the management office, accessible to residents and employees. The management shall designate employees who will maintain and distribute schedule and route information enabling them to advise residents and employees as necessary.

Response: The property management company will maintain bus and train schedules in the management office within the clubhouse that will be accessible to residents and employees. Employees will be designated to maintain and distribute schedule and route information to residents and employees as needed. As such, the Project complies with this criterion.

k. Consider a shuttle service/program providing transportation to the nearest transit facility, whether as an incentive or fee-based. Residents should be polled for interest.

Response: The Project is located immediately adjacent to a mass transit stop with a direct connection to the nearest transit facility. As such, no shuttle is necessary. As such, the Project complies with this criterion.

l. Include marketing goals and practices targeting residents who work atypical shifts, including incentives for those in fields such as law enforcement, medical, security, etc.

Response: The property management will include marketing goals targeting residents who work atypical shifts such as those in fields such as law enforcement, medical, and security personnel. As such, the Project complies with this criterion.

m. Provide the following information to residents at time of lease, and post it on a permanent sign visible from a common location and at entry to the management office: "This development offers sustainable living (or working) environment that facilitates a reduction in required parking spaces while accommodating bikes, low-powered mopeds and scooters, motorcycles, compact vehicles and electric vehicles. Contact the management for further information"

Response: The referenced sign and tenant information sheet will be provided. As such, the Project complies with this criterion.

n. Establish and implement operational rules that regulate the maximum number of vehicles per unit, provide incentives for minimizing total vehicles and maximizing compact and electric vehicles, and restrict where lesser used vehicles such as

recreational, work, or utility vehicles and equipment can be parked or stored. Incentives shall be provided for single vehicle households or to those regularly using or dependent on public transportation.

Response: Appropriate operational rules regulating the maximum number of vehicles per unit and incentivizing a minimization of total vehicle will be established by the property management. As such, the Project complies with this criterion.

o. Implement an operational rule prohibiting operators, residents, employees, visitors, etc. from using any parking space, including interior garage spaces, for any purpose other than for the temporary parking of vehicles as intended and designed for the project.

Response: An operation rule will be established and implemented prohibiting operators, residents, employees, visitors, etc. from using any parking space, including interior garage spaces, for any purpose other than for the temporary parking of vehicles as intended and designed for the Project. As such, the Project complies with this criterion.

p. Consent to providing a report containing evidence of continued compliance with the requirements herein upon request by the city.

Response: Petitioner consents to providing a report containing evidence of the continued compliance with the requirements herein upon request by the City. As such, the Project complies with this criterion.

In accordance with the foregoing, Petitioner respectfully requests approval for the requested Master Plan, Site Plan, and special reduction in parking for sustainability.

Exhibit “A”

Prior Approvals

ORDINANCE NO. 21-014

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 89-38 BY AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR PROPERTY COMMONLY KNOWN AS KNUTH ROAD AND DESCRIBED HEREIN, CHANGING THE LAND USE DESIGNATION FROM LOCAL RETAIL COMMERCIAL (LRC) TO MIXED-USE LOW (MXL); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted a City of Boynton Beach Comprehensive Plan and as part of said Plan a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after two (2) public hearings the City Commission acting in its dual capacity as Local Planning Agency and City Commission finds that the amendment hereinafter set forth is consistent with the City's adopted Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend the Future Land Use Element (designation) of the Comprehensive Plan as hereinafter provided.

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

Section 1: The foregoing WHEREAS clauses are true and correct and incorporated herein by this reference.

Section 2: Ordinance No. 89-38 of the City is hereby amended to reflect that the Future Land Use of the following described land:

ALL OF TRACTS 9 AND 10 LYING SOUTH OF NEW BOYNTON ROAD (STATE ROAD NO. 804) AND TRACTS 23 AND 24, PALM BEACH FARMS COMPANY PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5 AT PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 15.0 FEET THEREOF, and

LESS THAT PART OF LOTS C, D AND E TRACT 9, THE PALM BEACH FARMS CO. PLAT NO. 8 OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73 OF THE

PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID TRACT 9 WITH THE SOUTH RIGHT OF WAY LINE FOR STATE ROAD 804, AS SAID SOUTH RIGHT OF WAY LINE IS SHOWN IN ROAD PLAT BOOK 2, PAGE 219 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.88°28'40"W., ALONG SAID RIGHT OF WAY LINE, 15.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.88°28'40"W., ALONG SAID SOUTH RIGHT OF WAY LINE, 185.07 FEET; THENCE S.0°00'00"E., 264.00 FEET; THENCE N.90°00'00"E., 185.00 FEET TO A LINE 15 FEET EAST OF AND PARALLEL WITH THE SAID EAST LINE OF TRACT 9; THENCE N.0°00'00"E., ALONG SAID PARALLEL LINE, 268.92 FEET TO THE SAID POINT OF BEGINNING, CONTAINING 49,295 SQUARE FEET OR 1.1317 ACRES MORE OR LESS.

is amended from Local Retail Commercial (LRC) to Mixed-Use Low (MXL).

Section 3: This Ordinance shall take effect on adoption, subject to the review, challenge, or appeal provisions provided by the Florida Local Government Comprehensive Planning and Land Development Regulation Act. No party shall be vested of any right by virtue of the adoption of this Ordinance until all statutory required review is complete and all legal challenges, including appeals, are exhausted. In the event that the effective date is established by state law or special act, the provisions of state act shall control.

FIRST READING this 20th day of April, 2021.

SECOND, FINAL READING and PASSAGE this 15th day of June, 2021.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Justin Katz	✓	
Commissioner – Christina L. Romelus	✓	
Commissioner – Ty Penserga	✓	
VOTE	5-0	

ATTEST:

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 21-015

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS KNUTH ROAD FROM PCD PLANNED COMMERCIAL DEVELOPMENT TO SMU SUBURBAN MIXED USE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and

WHEREAS, the City has made application to rezone land, said land being more particularly described hereinafter, from PCD Planned Commercial Development to SMU Suburban Mixed Use; and

WHEREAS, the City Commission conducted public hearings as required by law and heard testimony and received evidence which the Commission finds supports a rezoning for the property hereinafter described; and

WHEREAS, the City Commission deems it in the best interests of the inhabitants of said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.

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

Section 1. The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

Section 2. The land herein described be and the same is hereby rezoned from PCD, Planned Commercial Development to SMU, Suburban Mixed Use. A location map is attached hereto as Exhibit "A" and made a part of this Ordinance by reference. Legal Description:

ALL OF TRACTS 9 AND 10 LYING SOUTH OF NEW BOYNTON ROAD (STATE ROAD NO. 804) AND TRACTS 23 AND 24, PALM BEACH FARMS COMPANY PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5 AT PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 15.0 FEET THEROF, and

LESS THAT PART OF LOTS C, D AND E TRACT 9, THE PALM BEACH FARMS CO. PLAT NO. 8 OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID TRACT 9 WITH THE SOUTH RIGHT

OF WAY LINE FOR STATE ROAD 804, AS SAID SOUTH RIGHT OF WAY LINE IS SHOWN IN ROAD PLAT BOOK 2, PAGE 219 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.88°28'40"W., ALONG SAID RIGHT OF WAY LINE, 15.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.88°28'40"W., ALONG SAID SOUTH RIGHT OF WAY LINE, 185.07 FEET; THENCE S.0°00'00"E., 264.00 FEET; THENCE N.90°00'00"E., 185.00 FEET TO A LINE 15 FEET EAST OF AND PARALLEL WITH THE SAID EAST LINE OF TRACT 9; THENCE N.0°00'00"E., ALONG SAID PARALLEL LINE, 268.92 FEET TO THE SAID POINT OF BEGINNING, CONTAINING 49,295 SQUARE FEET OR 1.1317 ACRES MORE OR LESS

Section 3. That the aforesaid Revised Zoning Map of the City shall be amended accordingly.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. This ordinance shall become effective immediately upon passage.

FIRST READING this 20th day of April, 2021.

SECOND, FINAL READING and PASSAGE this 15th day of June, 2021.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Justin Katz	✓	
Commissioner – Christina L. Romelus	✓	
Commissioner – Ty Penserga	✓	
VOTE	5-0	

ATTEST:

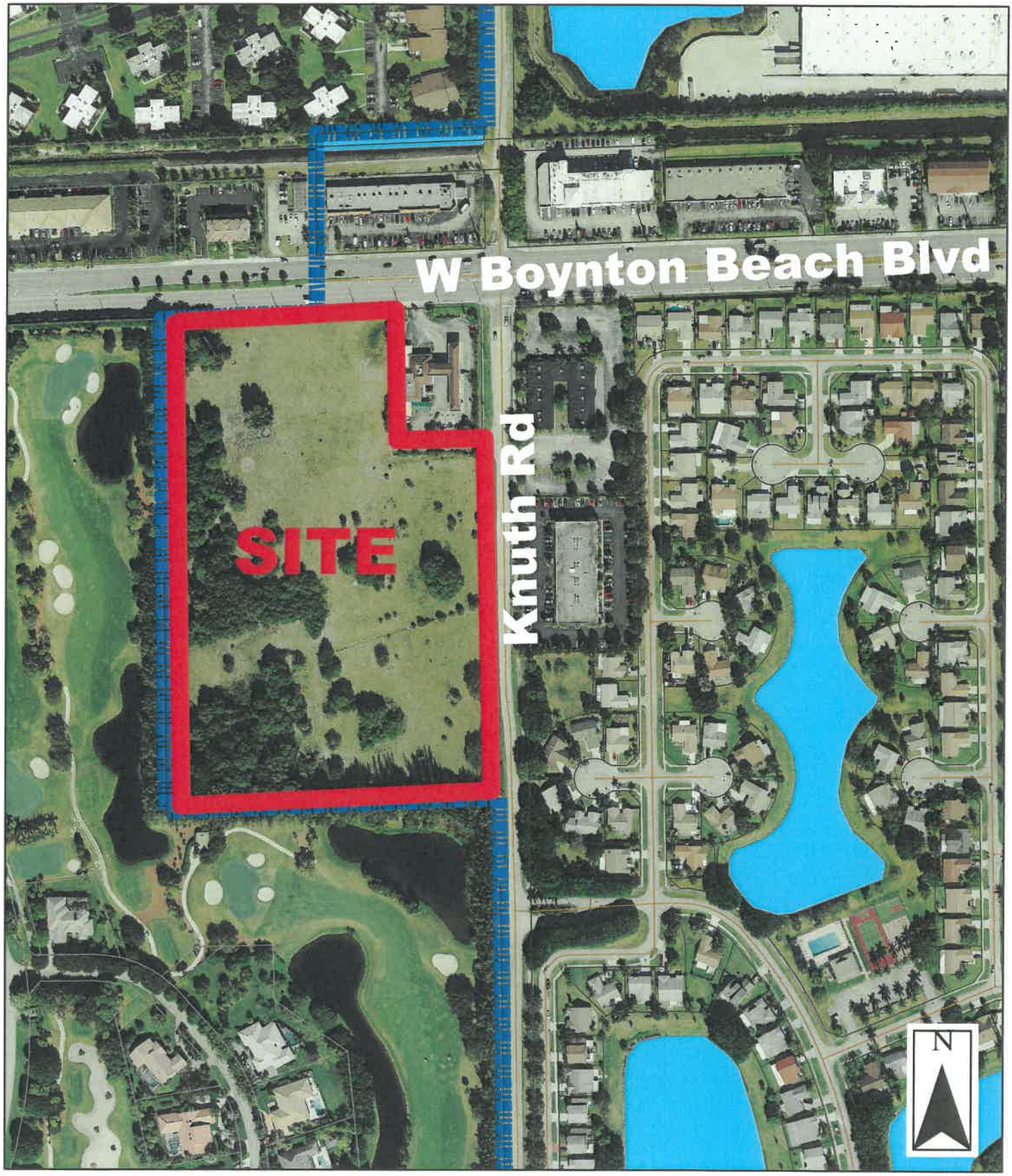
Crystal A Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

EXHIBIT A

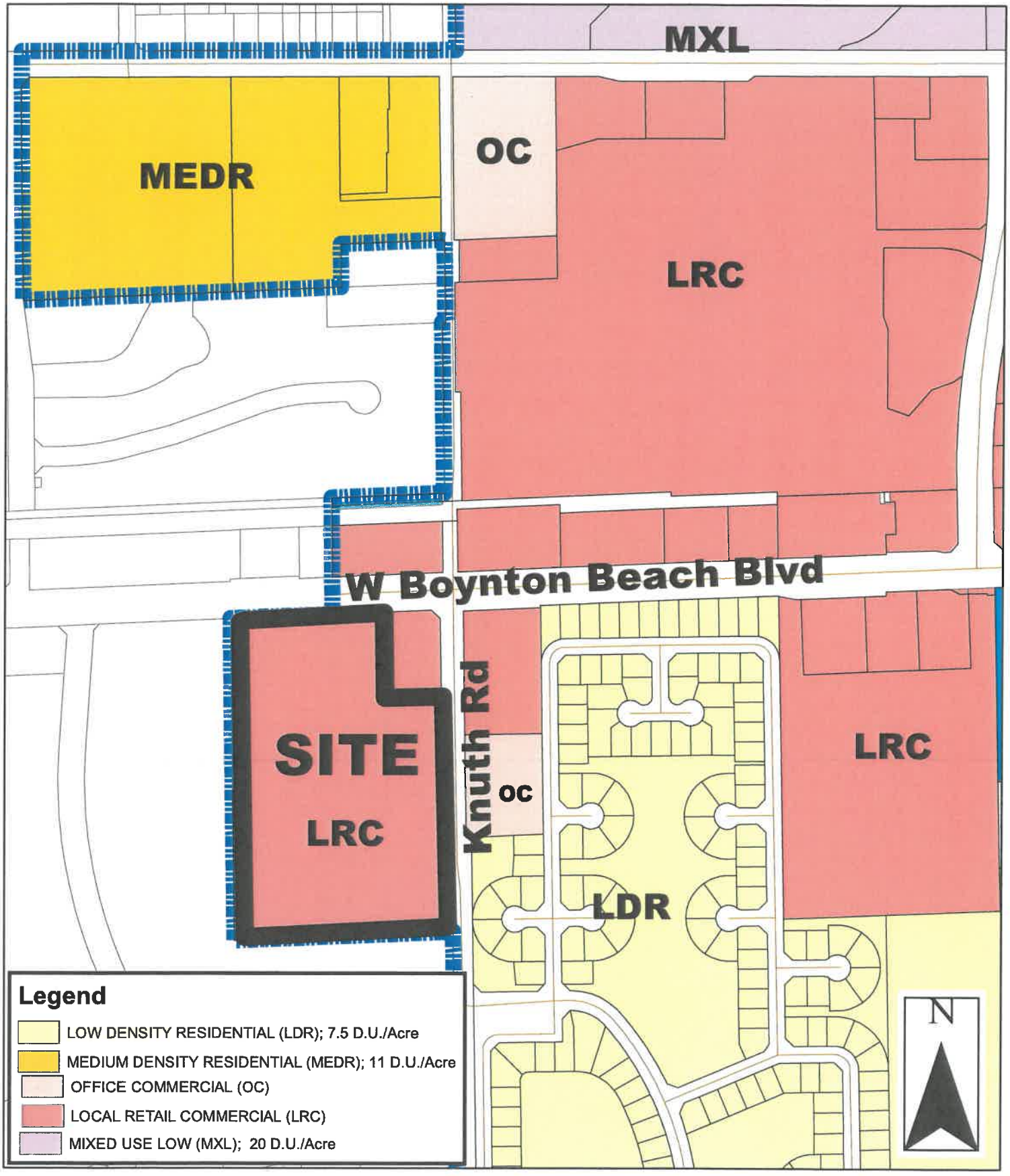
LOCATION MAP



0 75 150 300 450 Feet

EXHIBIT B

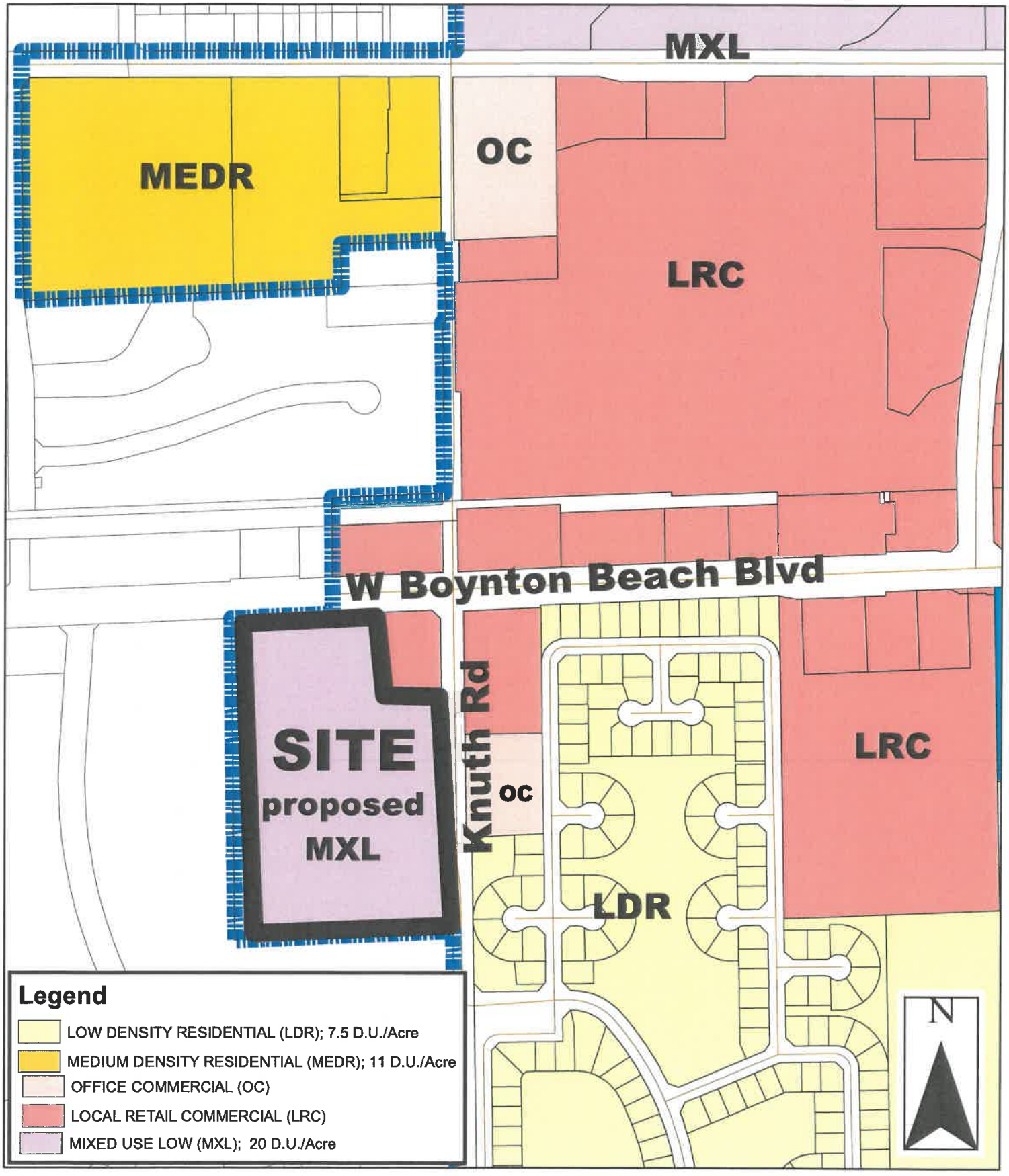
KNUTH ROAD: CURRENT FLU



0 115 230 460 690 Feet

EXHIBIT B1

KNUTH ROAD: PROPOSED FLU



0 115 230 460 690 Feet

EXHIBIT C

KNUTH ROAD: CURRENT ZONING

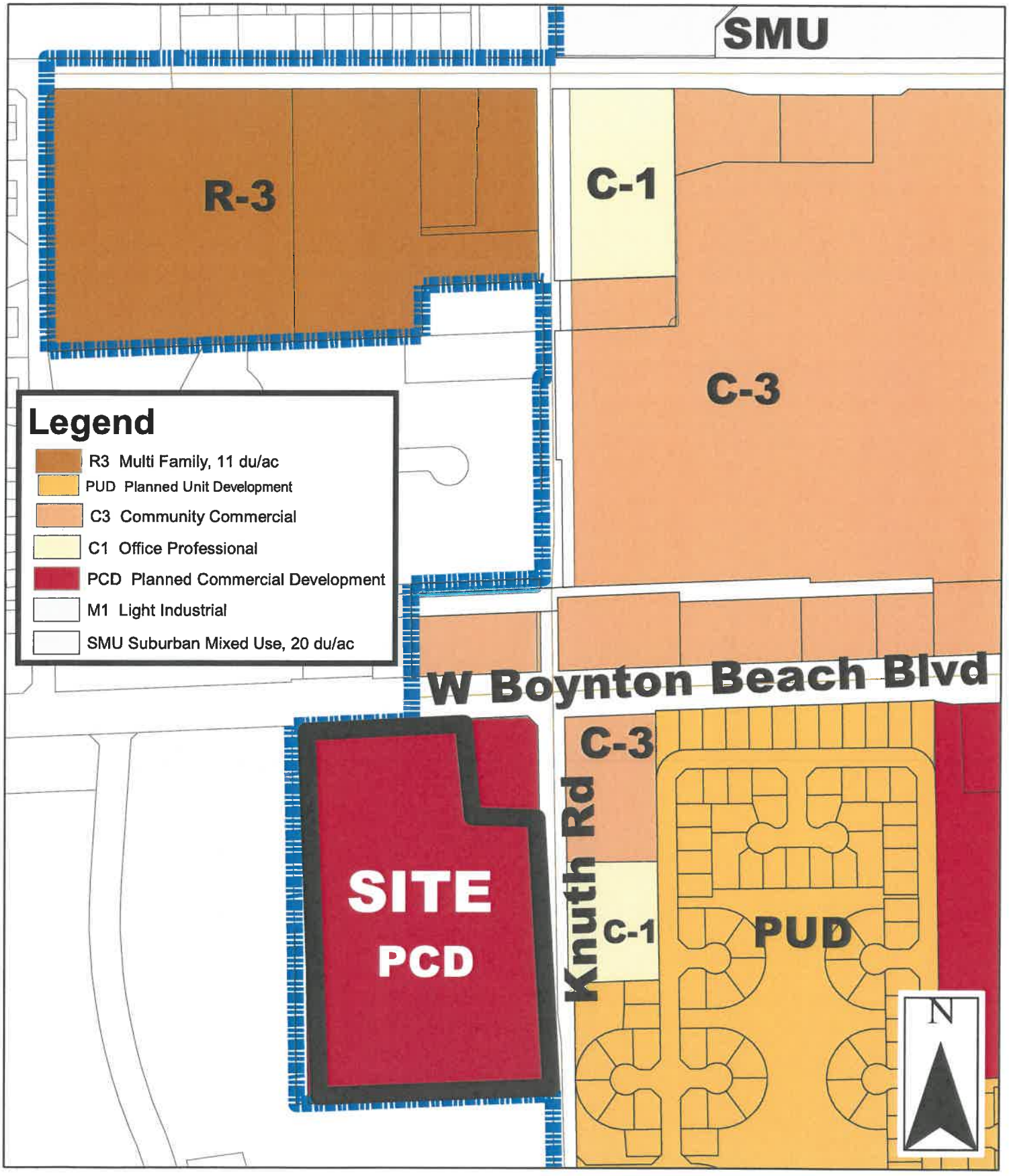
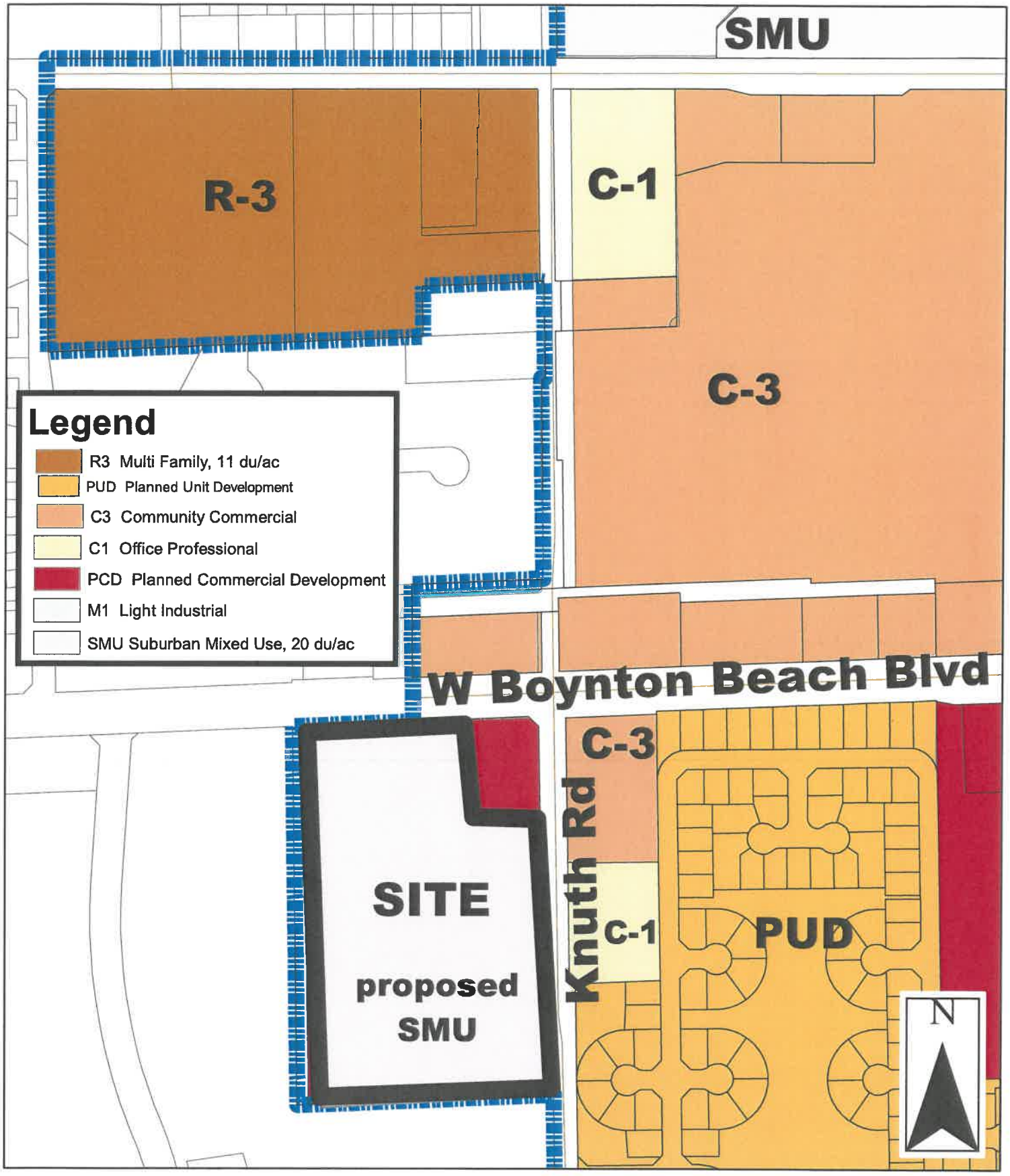


EXHIBIT C1

KNUTH ROAD: PROPOSED ZONING



DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Shalimar at Boynton Beach (MPMD 22-001 & NWSP 22-001)

APPLICANT: Rene Gutierrez, TM Residential, LLC

APPLICANT'S ADDRESS: 2601 South Bayshore Drive, Ste. 1460, Coconut Grove, FL 33133

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: July 5, 2022

APPROVAL SOUGHT: Approve the Shalimar at Boynton Beach Master Plan Modification and New Major site Plan applications to construct a mixed-use development consisting of 250 residential units, two (2) 2,150 square foot retail buildings, a 9,850 square foot clubhouse, and associated site improvements.

LOCATION OF PROPERTY: Southwest corner of the intersection of W. Boynton Beach Boulevard and Knuth Road.

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   ___ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."

4. The Applicant's request is hereby
   ___ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED: _____ _____
City Clerk

Shalimar at Boynton Beach

Master Plan Modification (MPMD 22-001)
New Major Site Plan (NWSP 22-001)

Planning and Development Board: March 22, 2022
City Commission: July 5, 2022

Location

Future Land Use:
Mixed Use Low (MXL)

Zoning District:
Suburban Mixed Use (SMU)

Acreage: 12.506 acre

Location

OAKWOODLAKES DR.
SINGLE FAMILY RESIDENTIAL
WALMART
W. BOYNTON BEACH BLVD.
GAS STATION
ALDI
QUAIL COVEY RD.
KNUTH RD.
RETAIL BLDG
SINGLE FAMILY RESIDENTIAL
GOLF COURSE
MULTIFAMILY RESIDENTIAL
EDGEWATER DR.
CHINABERRY TER.
NORTH
SITE PLAN
NTS.

3

4

5

6

1

2

7

Background

The subject parcel was annexed to the City on **December 18, 1990**.

- Local Retail Commercial (LRC) future land use classification
- Planned Commercial Development (PCD) zoning designation
- Master consisted of 120,000 square feet of commercial space, associated parking, and site improvements.

On June 15, 2021 the parcel was rezoned to SMU (Suburban Mixed Use), which was intended to encourage the construction of a well-planned mixed-use development in accordance with a relatively new mixed-use zoning district.

Request(s)

Master Plan Modification

- Approve request for Master Plan Modification (MPMD 22-001) for Shalimar at Boynton Beach to establish project density and intensity, maximum building heights, land use distribution, and vehicle pedestrian circulation design.

New Major Site Plan

- Approve request for New Major Site Plan (22-001) and Master Plan Modification (MPMD 22-001) to Shalimar at Boynton Beach to allow the construction of a mixed-use development consisting of 250 residential units, two (2) retail buildings totaling 4,300, a 9,850 square-foot clubhouse, and associated site improvements.

Proposed Site Plan / Landscape Plan

Apartment Buildings: 10 **Commercial Building (Clubhouse and Retail):** 3

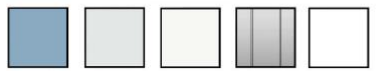
Shade Trees: 275 **Palms:** 153 **Shrubs:** 8,247 **Small Shrubs/ Groundcover:** 15,229

Color Renderings: View from Northeast

Color Renderings: View from Boynton Beach Blvd

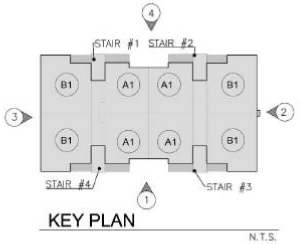
Color Elevations: Residential 3-Story

COLOR SCHEME



NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



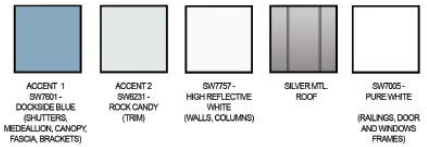
BUILDING TYPE I - ELEVATIONS
SCALE: 1/8"=1'-0"

Color Elevations: Residential 4-Story

Color Elevations: Boynton Beach Blvd

1 FRONT ELEVATION
SCALE: 1/8"=1'-0"

COLOR SCHEME



CLUBHOUSE - ELEVATION
SCALE: 1/8"=1'-0"

Staff Recommendation

Planning & Development Board Comments:

1. The unimproved right-of-way to be abandoned should be left and enhanced with natural plants.

2. Review the plan for additional resident entry points into the residential community such as 2-way movement for residents at connection to commercial portion of the project.

3. From Bonnie's slide – " Prior to permitting, the applicant is required to ~~secure approval of~~ initiate a Vacation and Abandonment Application for the abandonment of the platted right-of-way running along the west property line.

4. Increase existing native plants on the plans

5. Increase mailbox locations (kiosks?) to reduce congestion at the Clubhouse and commercial portion of the project.

Staff Recommendation

Following the Planning and Development Board Meeting, the plans have been amended as follows:

1. Relocation of the mail room to the southeast corner of the eastern retail building to provide convenient and direct pedestrian access from the residential portion of the property;
2. Addition of an access point at the eastern portion of the main entry to provide the solid waste vehicle operator convenient access;
3. Addition of a resident only lane to the east entrance;
4. Addition of an exit only driveway located at the southernmost area of the east property line and connecting to Knuth Road.
5. Reconfiguration of gate access and backout spaces to separate the commercial and residential portions of the site.
6. Relocation of the lift station from Boynton Beach Boulevard to the west side of the site.

Staff Recommendation

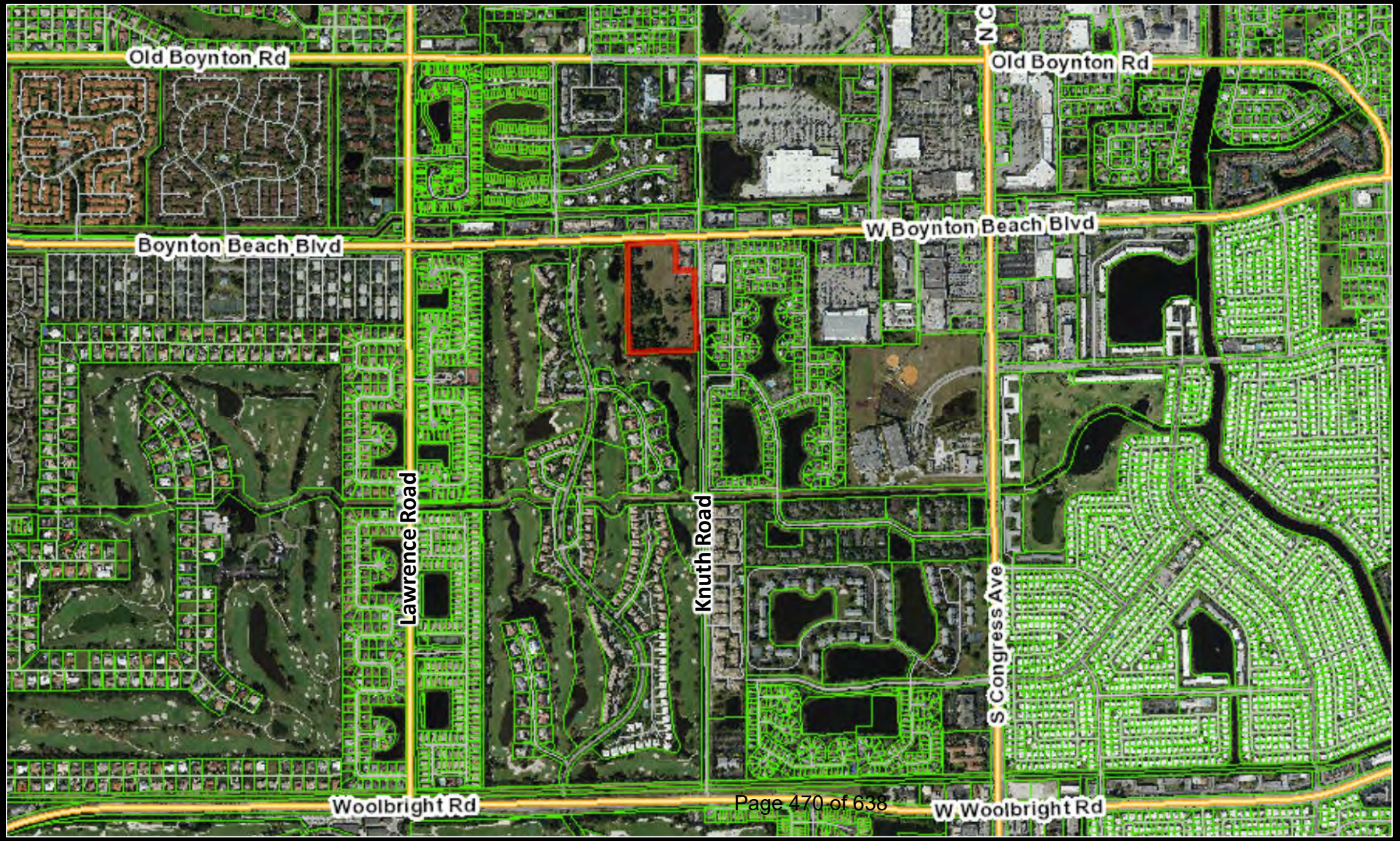
Staff has reviewed this request for a New Site Plan and Master Plan Modification, and recommends APPROVAL, subject to approval of the accompanying applications and satisfying all comments indicated in Exhibit “C” – Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

SHALIMAR AT BOYNTON BEACH

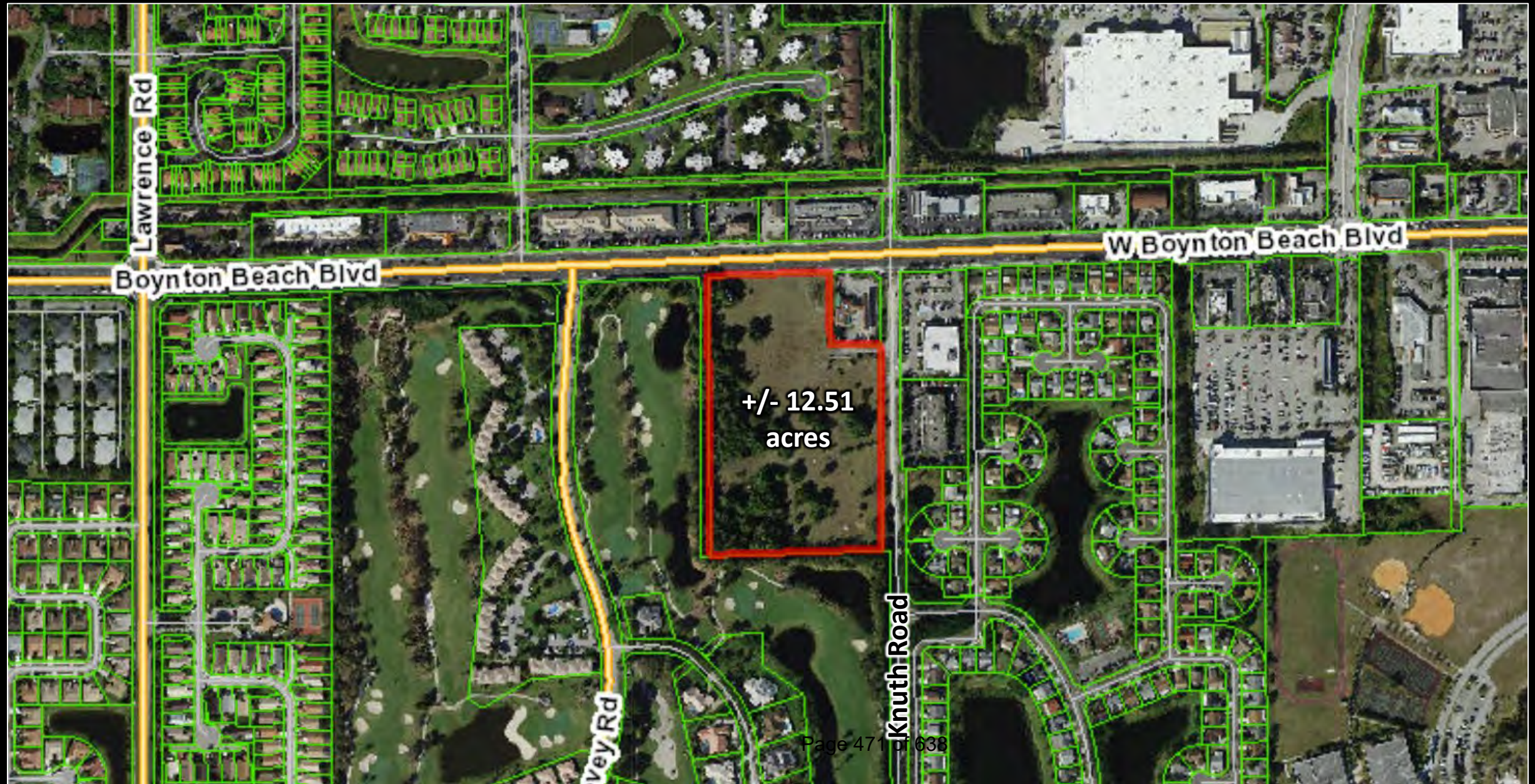
City of Boynton Beach City Commission Meeting

July 5, 2022

Property Location

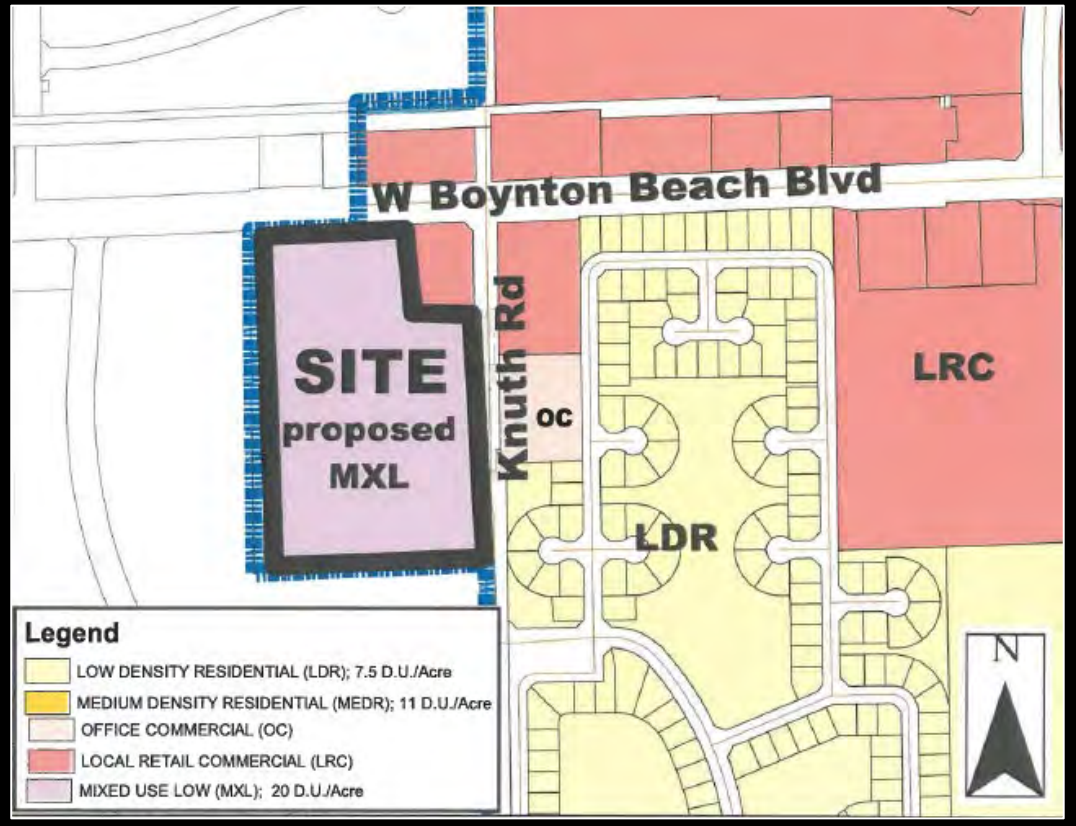


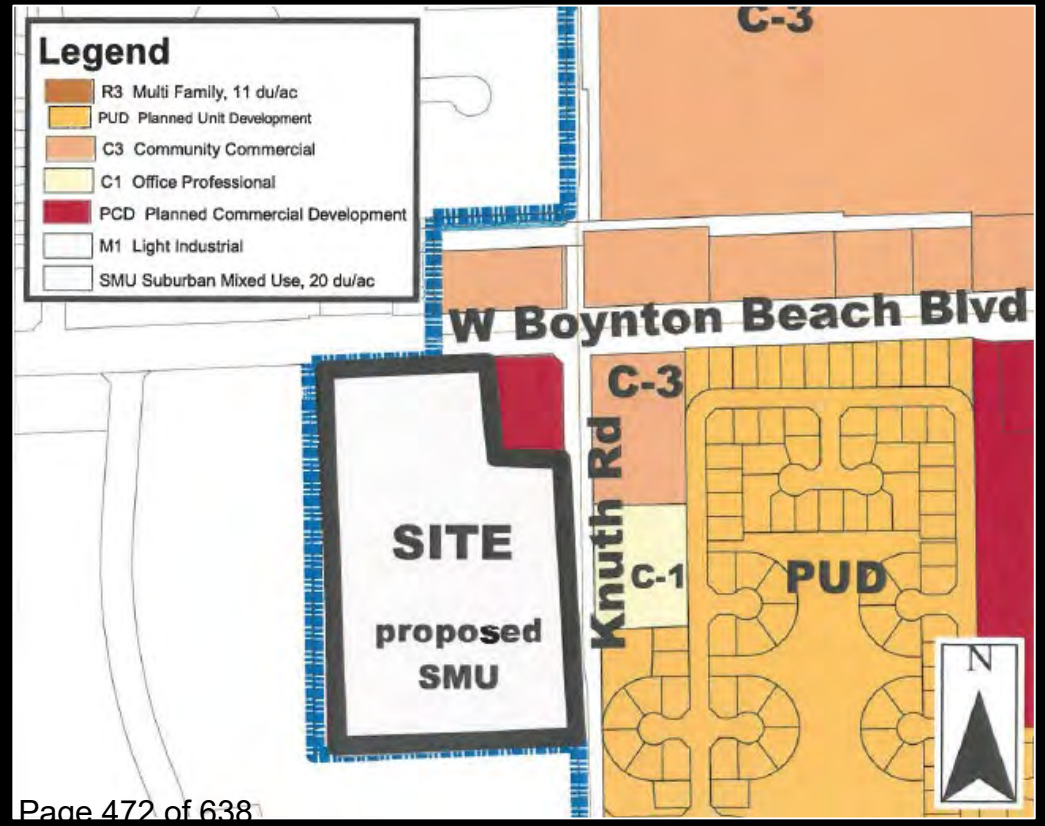
Property Location



Prior Approvals

- On June 15, 2021, the City approved:
  - Ordinance 21-014 to amend the Property's FLU designation from LRC to MXL, Mixed-Use Low
  - Ordinance 21-015 to rezone the Property from PCD to SMU, Suburban Mixed Use





Application Request

- Master Plan and Site Plan Approval for a Mixed-Use Residential and Commercial development including:
  - 250 Residential Units
  - Two 2,150 square foot Retail Buildings
  - A 9,850 square foot Clubhouse
  - 514 off-street parking spaces (465 parking spaces required pursuant to Special Reduction for Off-Street Parking for Sustainability)
  - High End Lifestyle Amenities such as a Resort Style Pool, Tot Lot and Play Areas, Dog Park and Dog Walk Areas, Lakeside Walking Path, Boardwalk, and Gardens

Proposed Site Plan

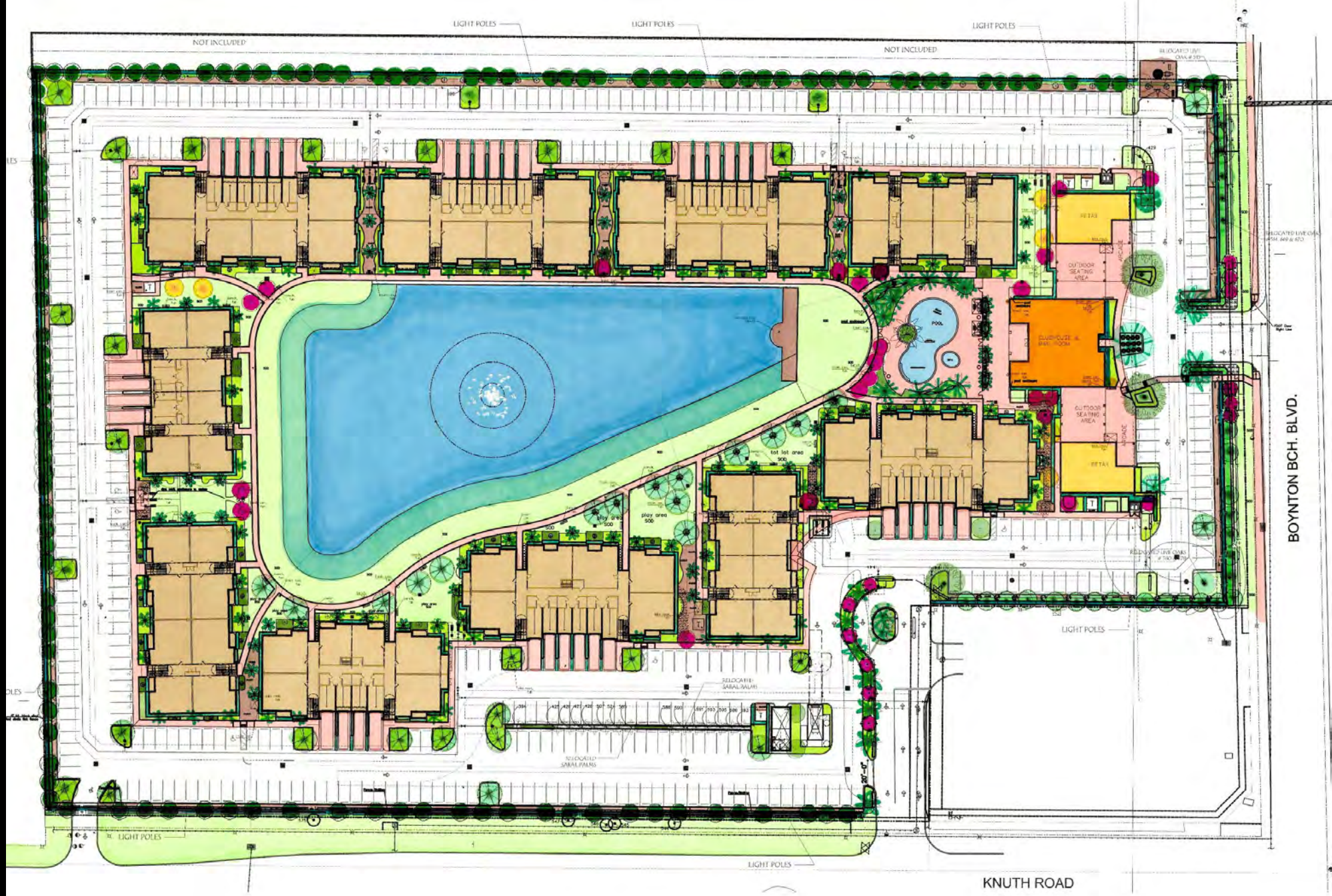
Residential Buildings
- 10 Buildings
- 250 Dwellings
- 3 to 4 Stories

Clubhouse Building
- 9,850 SF
- 2 Stories

Retail Buildings
- 2 Buildings
- 4,300 SF Total
- 1 Story

Proposed Landscape Plan

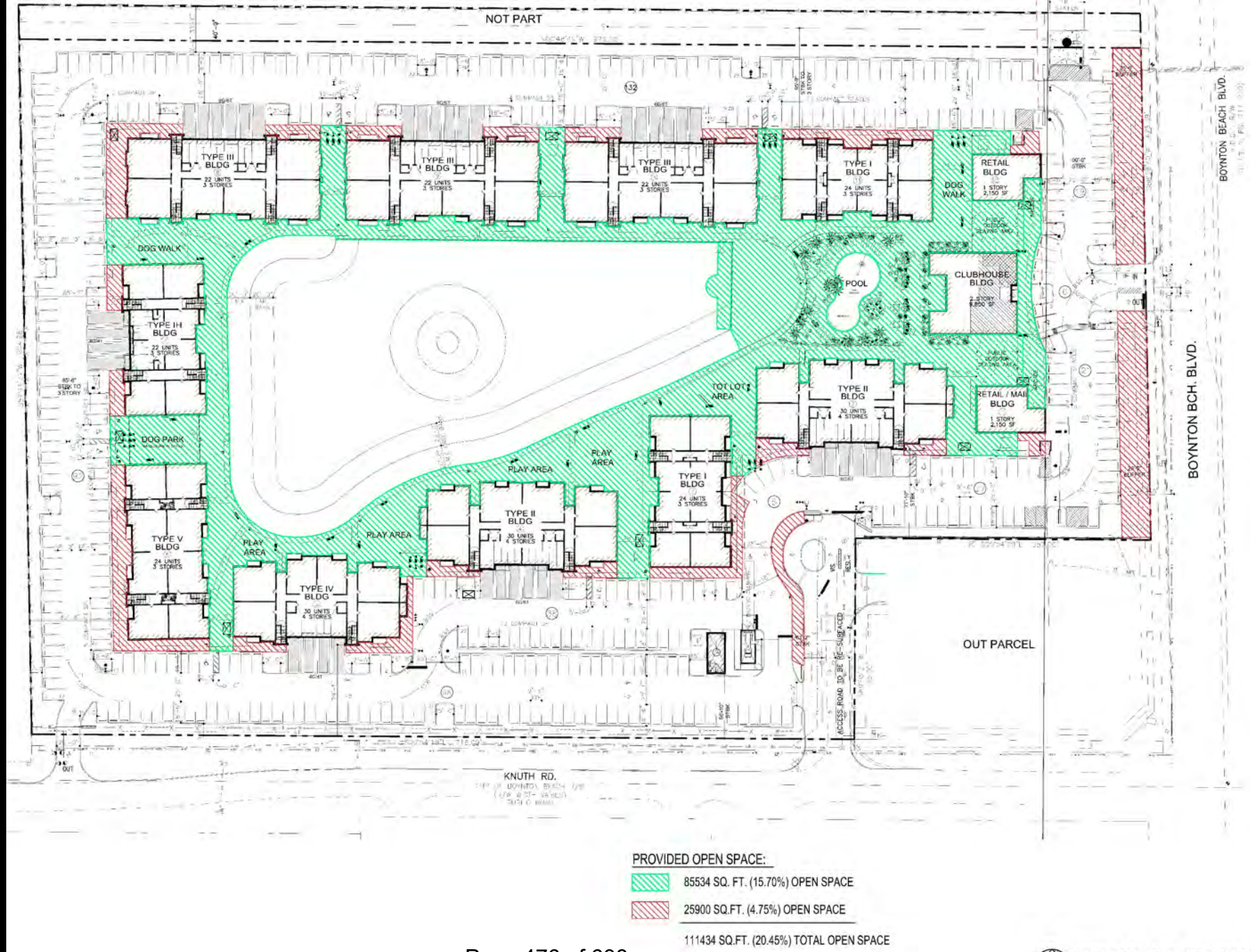
- All invasive exotic vegetation to be removed
- 23 Trees and Palms to be preserved or relocated including 1 Slash Pine, 7 Live Oaks, and 15 Sabal Palms
- 275 Trees to be Installed including 149 Native Trees such as Live Oak, Gumbo Limbo, East Palatka Holly, and Green Buttonwood
- 4,392 Native Shrubs to be installed including a mix of Red-Tip Cocoplum, Horizontal Cocoplum, Spanish Stopper, Simpson's Stopper, Wild Coffee, and Dwarf Fakahatchee



Proposed Open Space Diagram

High End Lifestyle Amenities including:

- Resort Style Pool
- Tot Lot and Play Areas
- Dog Park and Dog Walk Areas
- Lakeside Walking Path and Boardwalk
- Gardens



PROPOSED NORTH ELEVATION – CLUBHOUSE AND RETAIL

1 FRONT ELEVATION

SCALE: 1/8"=1'-0"

COLOR SCHEME

ACCENT 1 SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	ACCENT 2 SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	SILVER MTL. ROOF	SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.

Proposed Elevations Building Type I

1 FRONT ELEVATION
SCALE: 1/8"=1'-0"

COLOR SCHEME

ACCENT 1 SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	ACCENT 2 SW6231 - ROCK CANDY (TRIM)	SW7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	SILVER MTL. ROOF	SW7005 - PURE WHITE (RAILINGS, DOOR AND WINDOWS FRAMES)

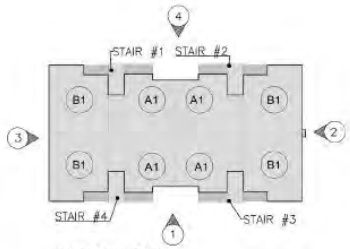
NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.

2 LEFT ELEVATION
SCALE: 1/8"=1'-0"

3 RIGHT ELEVATION
SCALE: 1/8"=1'-0"

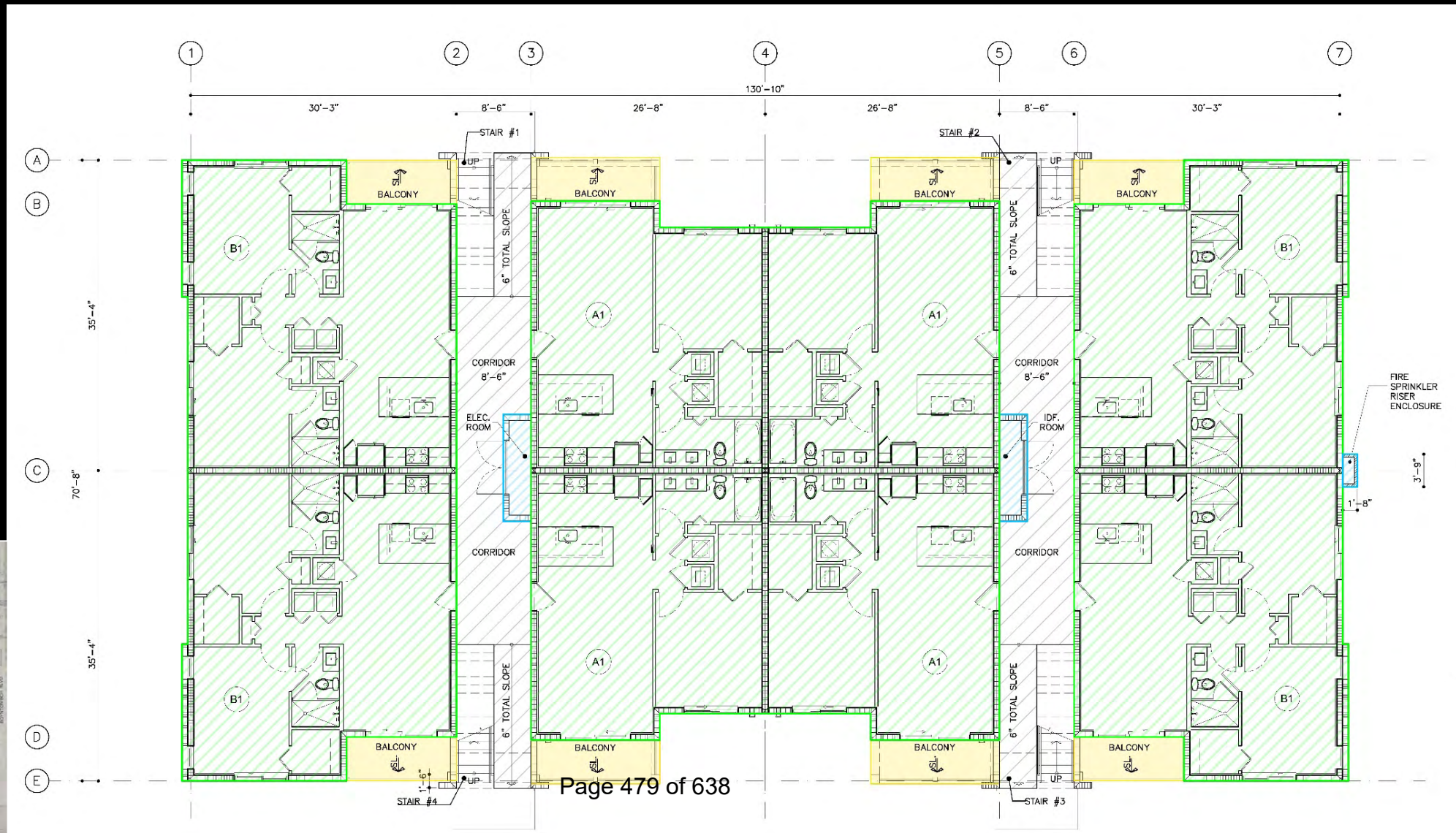
4 REAR ELEVATION
SCALE: 1/8"=1'-0"



KEY PLAN
N.T.S.

BUILDING TYPE I - ELEVATIONS
SCALE: 1/8"=1'-0"

Proposed Ground Level Floor Plan Building Type I



Proposed Elevations Building Type I Hybrid

1 FRONT ELEVATION

SCALE: 1/8"=1'-0"

COLOR SCHEME

ACCENT 1	ACCENT 2	SW7757 - HIGH REFLECTIVE WHITE	SILVER MTL ROOF	SW7005 - PURE WHITE
SW7601 - DOCKSIDE BLUE (SHUTTERS, MEDEALLION, CANOPY, FASCIA, BRACKETS)	SW6231 - ROCK CANDY (TRIM)	(WALLS, COLUMNS)		(RAILINGS, DOOR AND WINDOWS FRAMES)

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.

2 LEFT ELEVATION

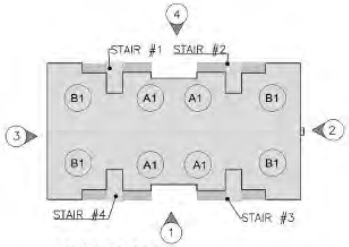
SCALE: 1/8"=1'-0"

3 RIGHT ELEVATION

SCALE: 1/8"=1'-0"

4 REAR ELEVATION

SCALE: 1/8"=1'-0"



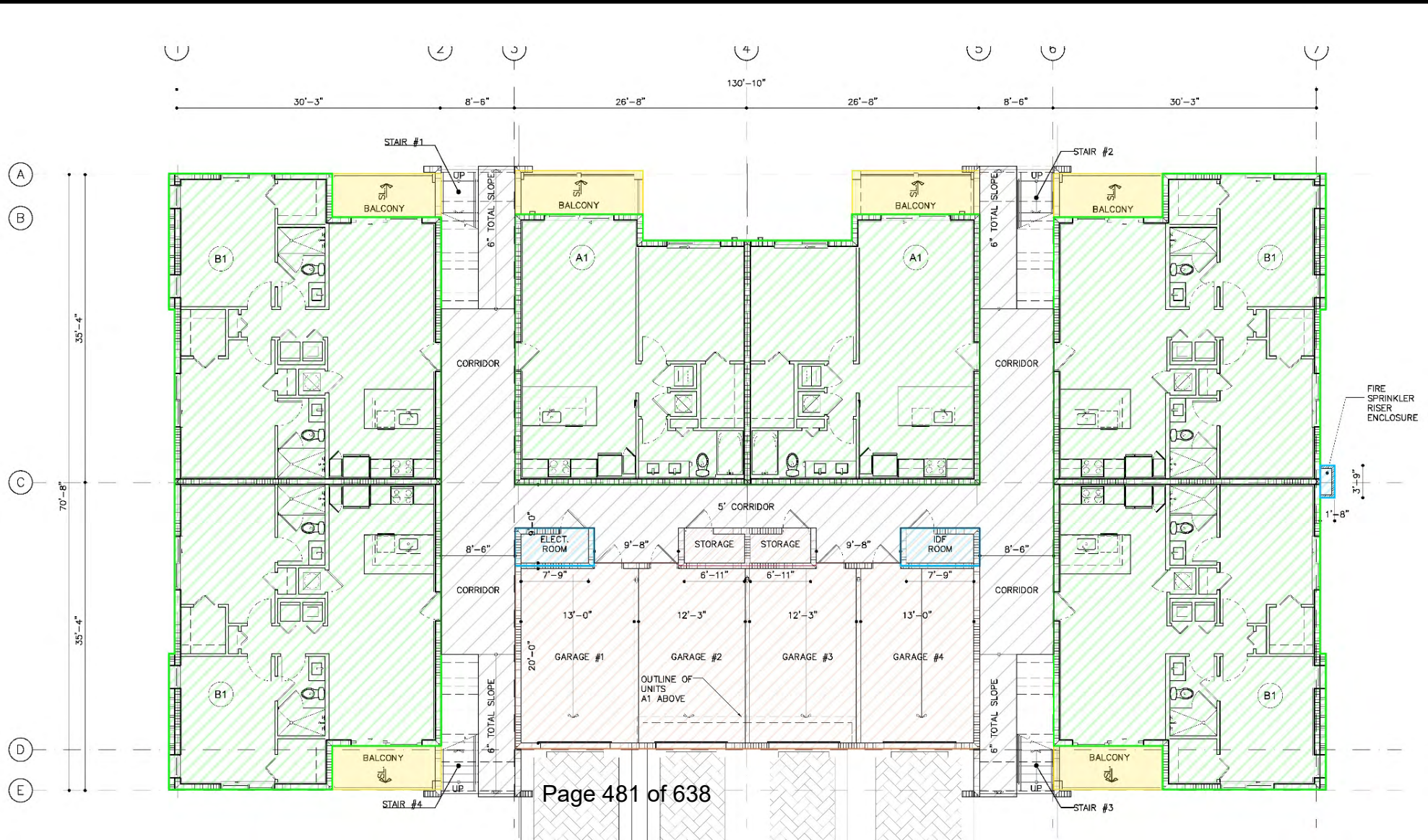
KEY PLAN

N.T.S.

BUILDING TYPE IH - ELEVATIONS

SCALE: 1/8"=1'-0"

PROPOSED GROUND LEVEL FLOOR PLAN BUILDING TYPE I HYBRID



Proposed Elevations Building Type II

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.

KEY PLAN N.T.S.

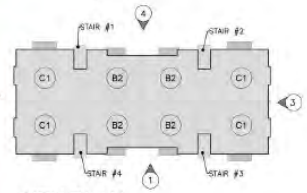
BUILDING TYPE II - ELEVATIONS
SCALE: 1/8"=1'-0"

Proposed Ground Level Floor Plan Building Type II

Proposed Elevations Building Type III

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



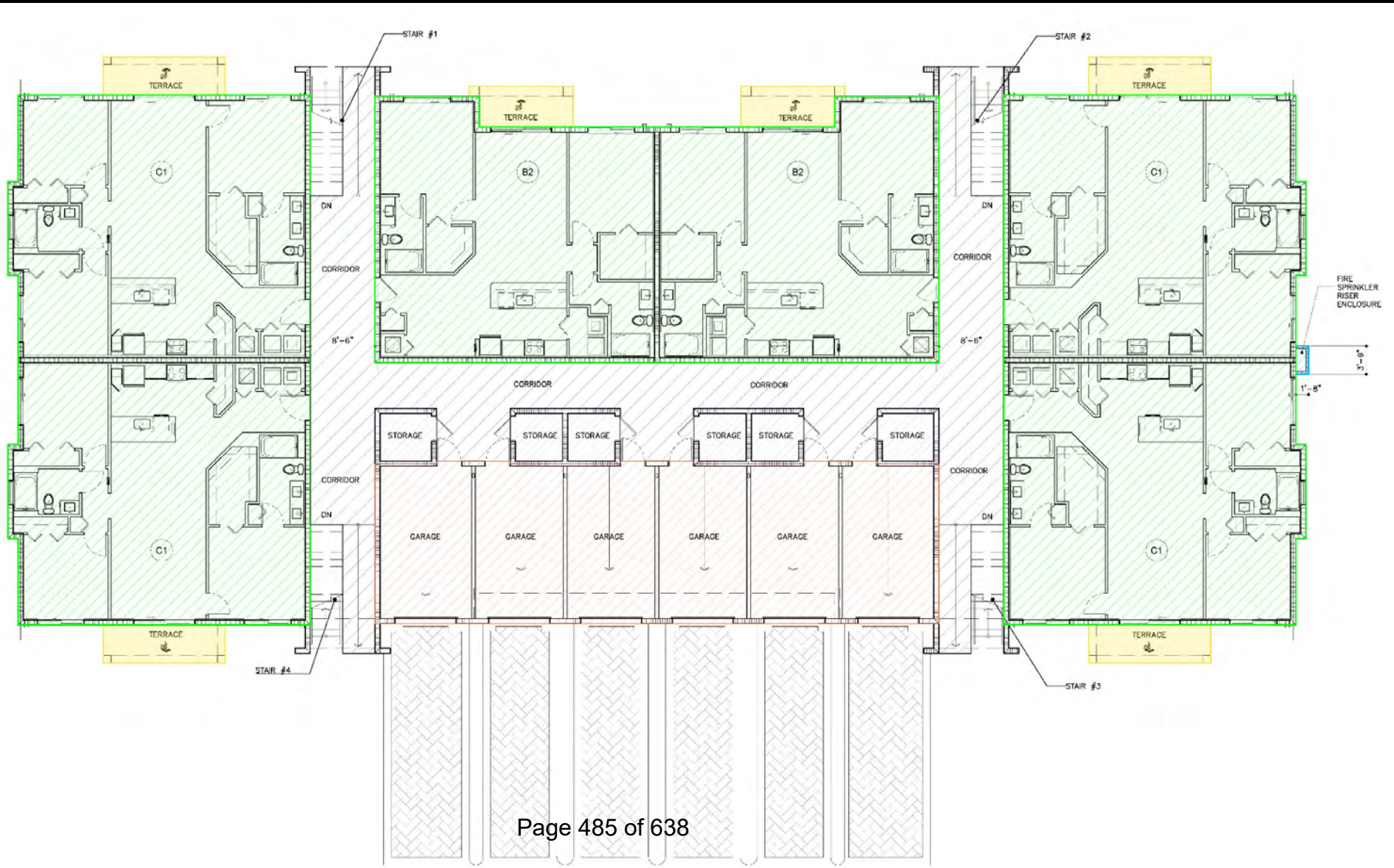
KEY PLAN

N.T.S.

BUILDING TYPE III - ELEVATIONS

SCALE: 1/8"=1'-0"

Proposed Ground Level Floor Plan Building Type III



Proposed Elevations Building Type IV

1 FRONT ELEVATION

SCALE: 1/8"=1'-0"

2 LEFT ELEVATION

SCALE: 1/8"=1'-0"

3 RIGHT ELEVATION

SCALE: 1/8"=1'-0"

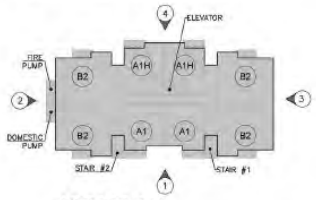
4 REAR ELEVATION

SCALE: 1/8"=1'-0"

COLOR SCHEME

NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



KEY PLAN

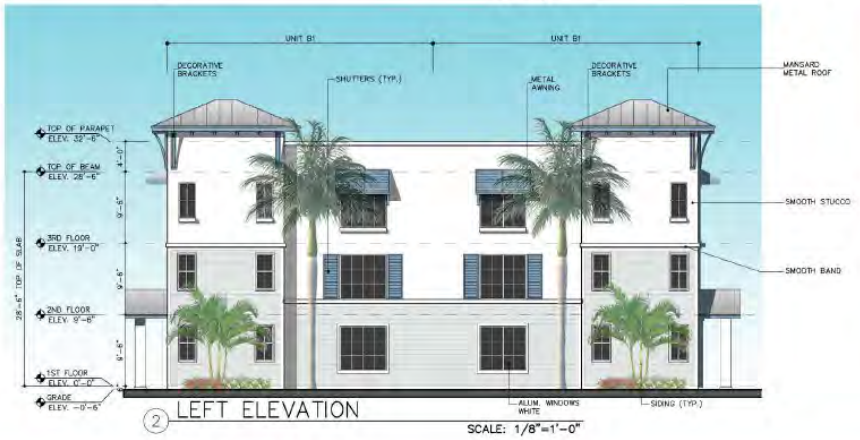
N.T.S.

BUILDING TYPE IV - ELEVATIONS

SCALE: 1/8"=1'-0"

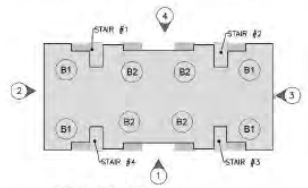
Proposed Ground Level Floor Plan Building Type IV

Proposed Elevations Building Type V



NOTES:

1. Wall mounted equipment shall be painted to match the building color as permitted by fire.



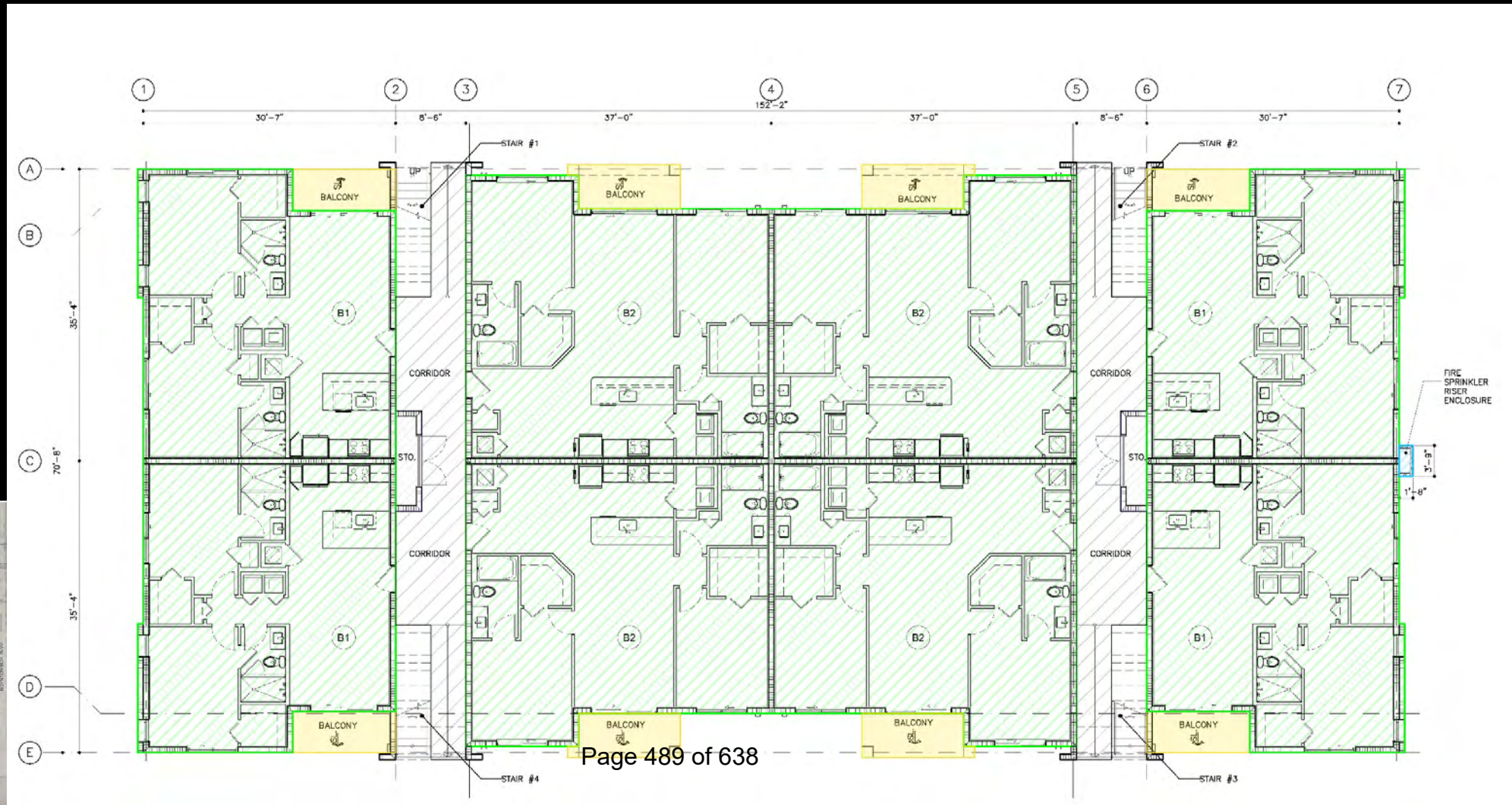
KEY PLAN

N.T.S.

BUILDING TYPE V - ELEVATIONS

SCALE: 1/8"=1'-0"

PROPOSED GROUND LEVEL FLOOR PLAN BUILDING TYPE V



Proposed Rendering – Boynton Beach Boulevard

Proposed Rendering – View from Northeast

Modifications to Conditions of Approval

- Request to modify Engineering Condition 1:
  - Current Condition: At time of permitting, revise the plans to include the required sidewalk **along Knuth Road and pedestrian connection to the parking area**
  - Current Condition: At time of permitting, revise the plans to include the required sidewalk ~~along~~ **connecting the parking area to the existing sidewalk north of the property on** Knuth Road ~~and pedestrian connection to the parking area~~

Staff Recommendation of Approval

RECOMMENDATION

Staff has reviewed this request for a New Site Plan and recommends APPROVAL, subject to approval of the accompanying applications and satisfying all comments indicated in Exhibit "C" – Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

The Planning and Zoning Board recommended approval of the Master Plan, which is the exact same plan as the proposed Site Plan; however, they voted to deny the Site Plan.

Shalimar at Boynton Beach

Thank you!

Questions?

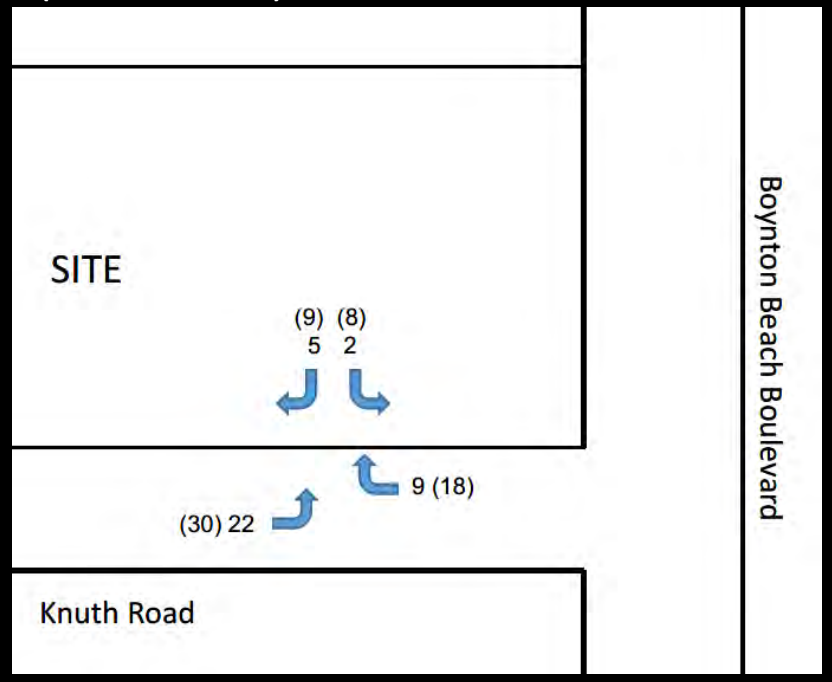
Shalimar at Boynton Beach

Thank you!

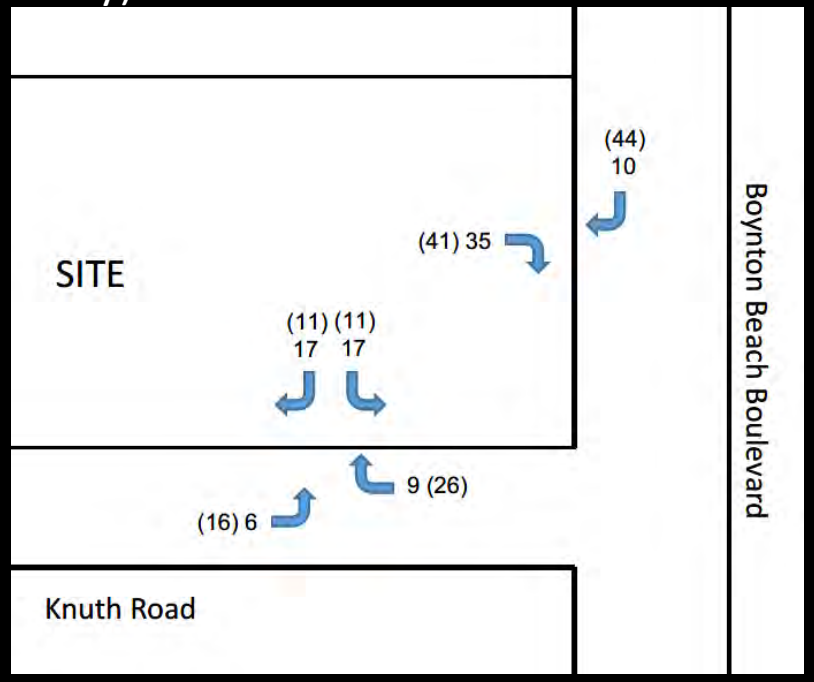
Questions?

TRAFFIC

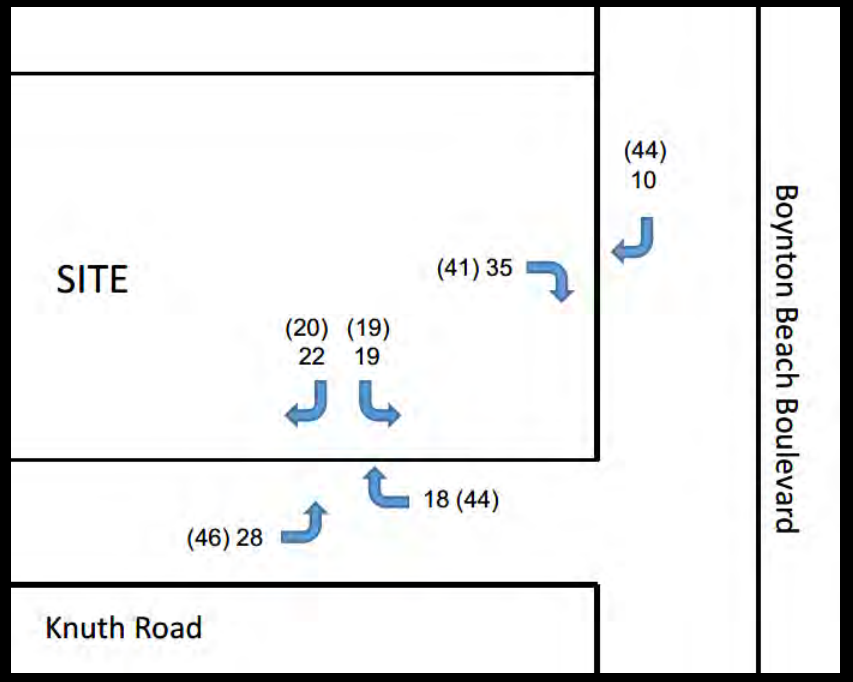
Existing Driveway Volumes (Gas Station):



Proposed Driveway Volumes (Project Only):



Total Driveway Volumes (Gas Station + Project):



The total cars turning into Knuth Road during the peak time will be approximately 1 car every 40 seconds (including the existing gas station trips).

The total cars turning into Boynton Beach Boulevard during the peak time will be approximately 1 car every 80 seconds.

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Proposed Resolution No. R22-088 - Approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with BB QOZ, LLC (Affiliated Development, LLC) for the development of the 115 North Federal Highway infill mixed use project for a purchase price less than fair market value.

Explanation of Request:
On June 7, 2022 the Boynton Beach Community Redevelopment Agency Board approved the purchase and development agreement, the tax increment revenue funding agreement (TIRFA), and the parking lease agreement between the Boynton Beach Community Redevelopment Agency and Affiliated Development, LLC for the 115 North Federal Highway infill mixed use redevelopment project.

The purchase price as stipulated in the purchase and development agreement is in the amount of ten ($10.00) dollars. (See attached)

Property #	Address	PCN #	Acres	Fair Market Value
1	508 East Boynton Beach Blvd	08-43-45-28-03-001-0060	0.2863	$ 956,000.00
2	NE 4th Street	08-43-45-28-03-001-0080	0.2863	$ 173,798.00
3	NE 1st Avenue	08-43-45-28-03-001-0100	0.3578	$ 3,600,000.00
4	115 N Federal Highway	08-43-45-28-03-006-0010	0.9376	Included in #3
5	511 East Ocean Avenue	08-43-45-28-03-006-0100	0.1545	$ 3,400,000.00
6	515 East Ocean Avenue	08-43-45-28-03-006-0111	0.1134	Included in #5
7	529 East Ocean Avenue	08-43-45-28-03-006-0120	0.1431	Included in #5
		Totals	**2.279**	**$ 8,129,798.00**

Because the contemplated purchase price is below fair market value, it is necessary for the CRA to seek approval from the City Commission prior to execution of the Purchase and Development agreement.

This item was advertised for Public Hearing on June 24, 2022.

How will this affect city programs or services? There will be no adverse effects to City programs or services as part of this transaction.

Fiscal Impact: There are no fiscal impacts to the City as part of this transaction.

Alternatives: None

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving the CRA sale of 115 North Federal Highway at less than fair marekt value
🗋	Location Map	Location Map
🗋	Attachment	Appraisal Property 1
🗋	Attachment	Property 1 - Papa Details
🗋	Attachment	Appraisal Property 2
🗋	Attachment	Property 2 - Papa Details
🗋	Attachment	Appraisal Property 3 & 4
🗋	Attachment	Property 3 - Papa Details
🗋	Attachment	Property 4 - Papa Details
🗋	Attachment	Appraisal Property 5, 6, 7
🗋	Attachment	Property 5 - Papa Details
🗋	Attachment	Property 6 - Papa Details
🗋	Attachment	Property 7 - Papa Details
🗋	Agreement	Purchase and Development Agreement

RESOLUTION NO. R22 -

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO ENTER INTO A PURCHASE AND DEVELOPMENT AGREEMENT WITH BB QOZ, LLC (AFFILIATED DEVELOPMENT, LLC), FOR THE DEVELOPMENT OF THE 115 NORTH FEDERAL HIGHWAY INFILL MIXED USE PROJECT FOR A PURCHASE PRICE LESS THAN FAIR MARKET VALUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On June 7, 2022 the Boynton Beach Community Redevelopment Agency Board approved the purchase and development agreement, the tax increment revenue funding agreement (TIRFA), and the parking lease agreement between the Boynton Beach Community Redevelopment Agency and Affiliated Development, LLC for the 115 North Federal Highway infill mixed use redevelopment project; and

WHEREAS, the contemplated purchase price is below fair market value and therefore it is necessary for the CRA to seek approval from the City Commission prior to execution of the Purchase and Development Agreement; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with BB QOZ, LLC (Affiliated Development, LLC) for the development of the 115 North Federal Highway infill mixed use project for a purchase price less than fair market value.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission

Section 2. That the City Commission of the City of Boynton Beach does hereby approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a

Purchase and Development agreement with BB QOZ, LLC (Affiliated Development, LLC) for the development of the 115 North Federal Highway infill mixed use project for a purchase price less than fair market value.

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

PASSED AND ADOPTED this ____ day of _____, 2022.

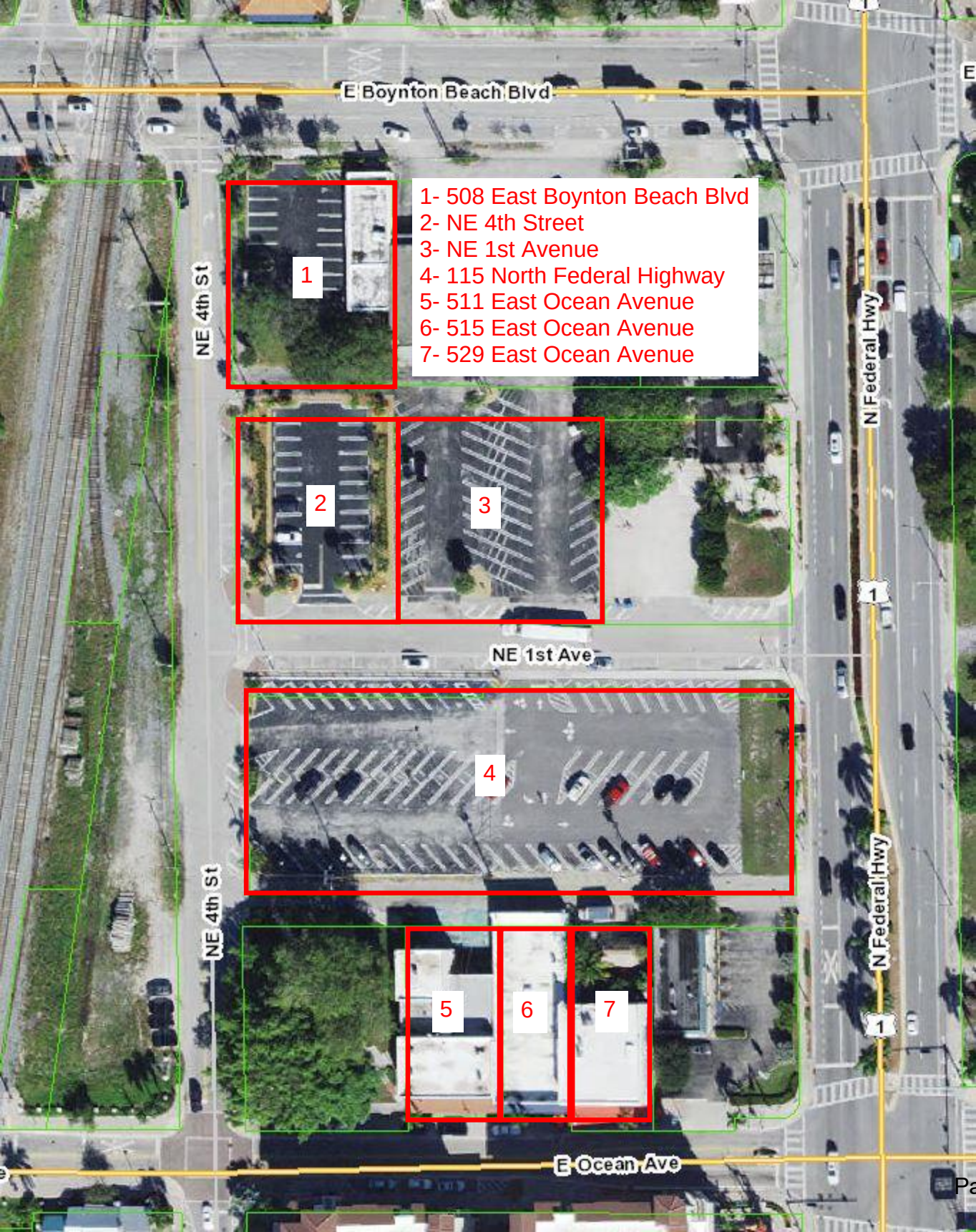
CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

(Corporate Seal)


E Boynton Beach Blvd
NE 4th St
N Federal Hwy
NE 1st Ave
E Ocean Ave
1
2
3
4
5
6
7
1- 508 East Boynton Beach Blvd
2- NE 4th Street
3- NE 1st Avenue
4- 115 North Federal Highway
5- 511 East Ocean Avenue
6- 515 East Ocean Avenue
7- 529 East Ocean Avenue

A P P R A I S A L R E P O R T

COMMERCIAL PROPERTY
508 EAST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA 33435

by

Vance Real Estate Service
7481 Northwest Fourth Street
Plantation, Florida 33317-2204

for

Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue
Boynton Beach, FL 33435

September 24, 2020

September 24, 2020

Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue
Boynton Beach, FL 33435

RE: Commercial property, 508 East Boynton Beach Boulevard
Boynton Beach, FL 33435
(Legal description is in the report.)

Ladies and Gentlemen:

In fulfillment of our agreement, we transmit our Appraisal Report, in which we develop an opinion of market value for the fee simple estate in the referenced real property as of September 20, 2020. The report sets forth our value conclusion, along with data and reasoning supporting our value opinion.

This report was prepared for and our professional fee billed to Boynton Beach Community Redevelopment Agency. Our analyses have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). This report is for exclusive use of the client for possible acquisition of the appraised property.

Jesse B. Vance, Jr. and Claudia Vance visited the property. If you have questions or further needs, please contact the undersigned.

As a result of our analyses, we have developed the following opinion of market value of the appraised property, subject to definitions, certifications, and limiting conditions set forth in the attached report.

NINE HUNDRED FIFTY-SIX THOUSAND DOLLARS
$956,000

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH EIGHTY (80) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)

Respectfully submitted,

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser RZ-85

Claudia Vance, MAI
State-Certified General Real Estate Appraiser RZ-173

MBA in REAL ESTATE DEVELOPMENT & MANAGEMENT

7481 Northwest 4th Street, Plantation, FL 33317-2204 954/583-2116

Property Detail

Location Address	508 E BOYNTON BEACH BLVD
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-28-03-001-0060
Subdivision	BOYNTON TOWN OF
Official Records Book	33015 Page 698
Sale Date	OCT-2021
Legal Description	TOWN OF BOYNTON LTS 6 & 7 BLK 1

Owner Information

Owners	Mailing address
BOYNTON BEACH CRA	100 E OCEAN AVE FL 4TH BOYNTON BEACH FL 33435 4515

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
OCT-2021	$915,000	33015 / 00698	WARRANTY DEED	BOYNTON BEACH CRA
APR-2012	$250,000	25163 / 00096	WARRANTY DEED	508 E BBB LLC
DEC-2011	$250,000	24969 / 00108	WARRANTY DEED	FAMILY DEVELOPMENT PARTNERS INC
MAR-2000	$222,100	11729 / 00784	WARRANTY DEED	JEMSS
MAY-1999	$109,400	11256 / 01290	WARRANTY DEED	
APR-1998	$100	10457 / 01460	QUIT CLAIM	LOVE ALBERT & ROSE
JUN-1996	$100	09310 / 00136	QUIT CLAIM	
JUL-1991	$101,000	06915 / 01583	WARRANTY DEED	
JAN-1979	$108,000	03068 / 00503		

Exemption Information

Applicant/Owner	Year	Detail
	2022	

Property Information

Number of Units	0
*Total Square Feet	1925
Acres	0.2863
Use Code	1700 - OFFICE BLDG-NON MEDICAL 1 TO 3 STORIES
Zoning	CBD - CBD CENTRAL BUSINESS DISTRICT (08-BOYNTON BEACH)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	$174,270	$176,875	$168,071
Land Value	$311,775	$311,775	$240,690
Total Market Value	$486,045	$488,650	$408,761

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	$486,045	$449,637	$408,761
Exemption Amount	$0	$0	$0
Taxable Value	$486,045	$449,637	$408,761

Taxes

Tax Year	2021	2020	2019
Ad Valorem	$10,313	$9,895	$8,833
Non Ad Valorem	$895	$886	$899
Total tax	$11,208	$10,781	$9,732

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail

Location Address	NE 4TH ST
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-28-03-001-0080
Subdivision	BOYNTON TOWN OF
Official Records Book	31239 Page 141
Sale Date	FEB-2020
Legal Description	TOWN OF BOYNTON LTS 8 & 9 BLK 1

Owner Information

Owners	Mailing address
BOYNTON BEACH CRA	100 E OCEAN AVE FLOOR 4 BOYNTON BEACH FL 33435 4515

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
FEB-2020	$10	31239 / 00141	WARRANTY DEED	BOYNTON BEACH CRA
JUL-2001	$90,000	12749 / 00707	WARRANTY DEED	BOYNTON BEACH CITY OF

Exemption Information

Applicant/Owner	Year	Detail
	2022	

Property Information

Number of Units	0
*Total Square Feet	0
Acres	0.2863
Use Code	8900 - MUNICIPAL
Zoning	CBD - CBD CENTRAL BUSINESS DISTRICT (08-BOYNTON BEACH)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	$13,920	$14,242	$14,564
Land Value	$159,878	$159,878	$152,271
Total Market Value	$173,798	$174,120	$166,835

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	$173,798	$174,120	$166,835
Exemption Amount	$173,798	$174,120	$166,835
Taxable Value	$0	$0	$0

Taxes

Tax Year	2021	2020	2019
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail

Location Address	NE 4TH ST
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-28-03-001-0080
Subdivision	BOYNTON TOWN OF
Official Records Book	31239 Page 141
Sale Date	FEB-2020
Legal Description	TOWN OF BOYNTON LTS 8 & 9 BLK 1

Owner Information

Owners	Mailing address
BOYNTON BEACH CRA	100 E OCEAN AVE FLOOR 4 BOYNTON BEACH FL 33435 4515

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
FEB-2020	$10	31239 / 00141	WARRANTY DEED	BOYNTON BEACH CRA
JUL-2001	$90,000	12749 / 00707	WARRANTY DEED	BOYNTON BEACH CITY OF

Exemption Information

Applicant/Owner	Year	Detail
	2022	

Property Information

Number of Units	0
*Total Square Feet	0
Acres	0.2863
Use Code	8900 - MUNICIPAL
Zoning	CBD - CBD CENTRAL BUSINESS DISTRICT (08-BOYNTON BEACH)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	$13,920	$14,242	$14,564
Land Value	$159,878	$159,878	$152,271
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Assessed and Taxable Values

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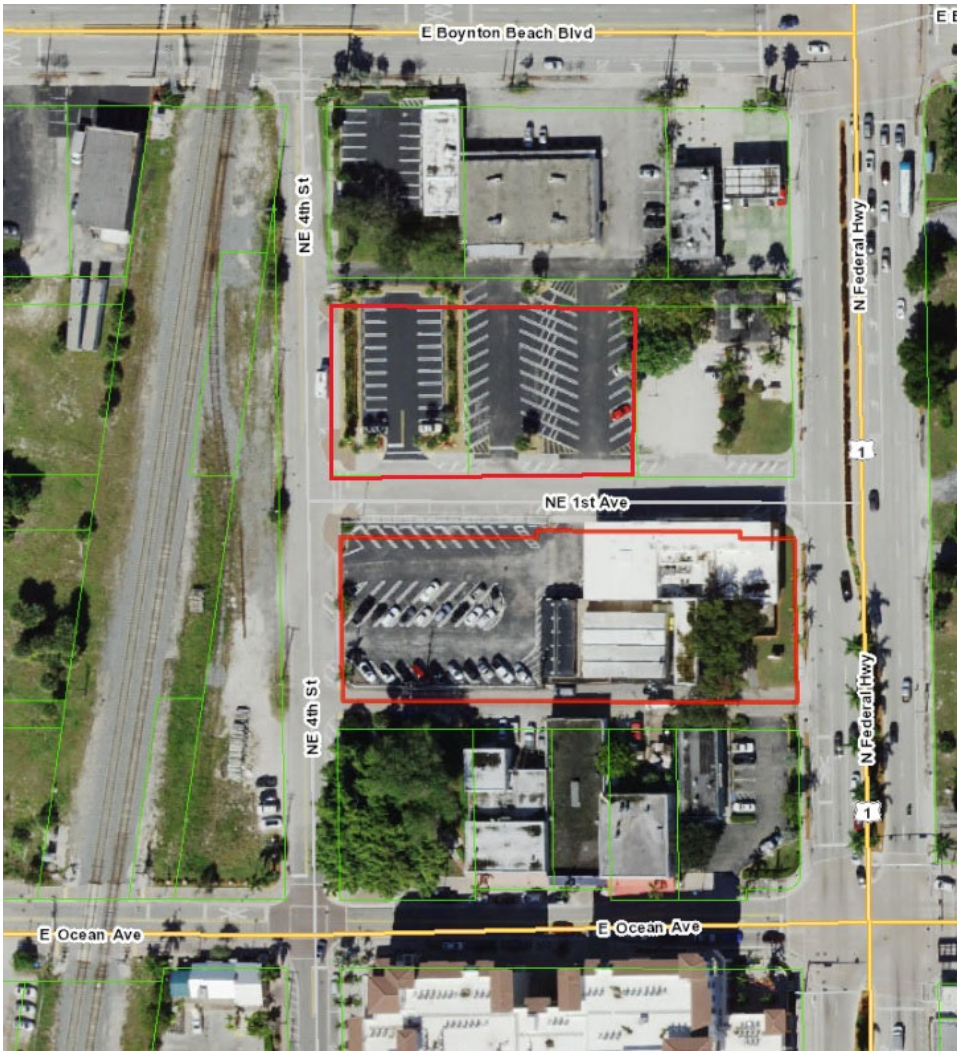
Assessed Value	$173,798	$174,120	$166,835
Exemption Amount	$173,798	$174,120	$166,835
Taxable Value	$0	$0	$0

Taxes

Tax Year	2021	2020	2019
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

APPRAISAL REPORT
(APPRAISER FILE: 20-1457)



DOWNTOWN BOYNTON DEVELOPMENT SITE
115 N FEDERAL HWY
BOYNTON BEACH, FLORIDA

FOR

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
BOYNTON BEACH, FL

AS OF

SEPTEMBER 7, 2020

AUCAMP, DELLENBACK & WHITNEY
APPRAISERS & CONSULTANTS

September 16, 2020

Mr. Michael Simon
Director
Boynton Beach Community Redevelopment Agency
710 N Federal Highway
Boynton Beach, FL 33435

RE: Appraisal of Real Property
Downtown Boynton Development Site
115 N Federal Hwy
Boynton Beach, Florida 33435
(Appraiser File: 20-1457)

Dear Mr. Simon:

As you requested, we made the necessary investigation and analysis to form an opinion of value for the above referenced real property. This report is an appraisal of the property.

To assist Boynton Beach CRA in business decisions regarding this property, this appraisal provides an estimate of market value for the fee simple interest in the subject real property in its "as is" condition. This report is written in **APPRAISAL REPORT** format. No other party may use or rely on this report for any purpose.

This appraisal assignment and report have been prepared in accordance with requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation, with the appraisal requirements of Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), with the Interagency Appraisal and Evaluation Guidelines of 2010, with the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, and with requirements of the State of Florida for state-certified general real estate appraisers.

The subject is located along the west side of N Federal Hwy, within downtown Boynton Beach, Palm Beach County, Florida. The site consists of three adjacent sites totaling 68,898 square feet (SF), or 1.58 acres.

The northwest subject parcel is utilized as a surface parking lot and is owned by the Boynton Beach CRA. In 1953, the other two subject parcels were improved with a 13,664-SF two-story bank building. The building improvements were subsequently retrofitted into a religious facility, most recently occupied by Boynton Beach Congregational Church. The Boynton Beach CRA purchased these two religious facility parcels in May 2018 for $3,000,000. The improvements were then temporarily utilized as a public library by the City of Boynton Beach while a new library was constructed nearby. Currently, the improvements are vacant and are slated for demolition. The improvements have reached the end of their economic life.

Mr. Michael Simon
September 16, 2020

The entire site is attractive for redevelopment of an intense residential-focused mixed-use project, likely in conjunction with surrounding parcels. In fact, a local developer has submitted an unsolicited LOI (Letter of Intent) to the Boynton Beach CRA for redevelopment of the subject site in conjunction with surrounding parcels. This proposal includes incorporating the density on surrounding land, such as a public park, public street rights-of-way, and FEC right-of-way. The offer price is not specified in the LOI and is subject to an appraisal of the property.

On Friday, March 13, 2020, President Trump declared a National Emergency concerning the Novel Coronavirus Disease (COVID-19). The World Health Organization declared the outbreak of this virus to be a pandemic. Global financial conditions have been significantly affected. We have completed this appraisal report as this situation is unfolding, and the effects on the economy and the real estate markets have yet to be fully understood. We have incorporated this feature using the best available information as of the date of this report. A further discussion regarding this unfolding event is found near the beginning of the Market section and before the SWOT analysis.

The subject does not appear to be listed for sale on the open market, nor is it reported to be encumbered by a purchase and sale agreement.

After careful and thorough investigation and analysis, we estimate market value for the fee simple interest in the subject real property in its "as is" condition, subject to assumptions and contingent and limiting conditions as well as any extraordinary assumptions and hypothetical conditions, as explained in this report, as of September 7, 2020, is:

THREE MILLION SIX HUNDRED THOUSAND DOLLARS
($3,600,000)

Aucamp Dellenback & Whitney has not performed services concerning this property during the past three years. Thank you for this opportunity to assist in meeting your appraisal needs.

Respectfully submitted,

AUCAMP, DELLENBACK & WHITNEY

Jonathan Whitney, MAI
State-certified General Real Estate Appraiser RZ2943
jon@adw-appraisers.com

Property Detail

Location Address	NE 1ST AVE
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-28-03-001-0100
Subdivision	BOYNTON TOWN OF
Official Records Book	29857 Page 580
Sale Date	MAY-2018
Legal Description	TOWN OF BOYNTON LTS 10, 11 & W 1/2 OF LT 12 BLK 1

Owner Information

Owners	Mailing address
BOYNTON BEACH CRA	100 E OCEAN AVE FLOOR 4 BOYNTON BEACH FL 33435 4515

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2018	$3,000,000	29857 / 00580	WARRANTY DEED	BOYNTON BEACH CRA
MAY-1986	$100	04895 / 00294	QUIT CLAIM	
MAR-1981	$100	03521 / 01533	WARRANTY DEED	
JAN-1975	$325,000	02493 / 00635		

Exemption Information

Applicant/Owner	Year	Detail
	2022	

Property Information

Number of Units	0
*Total Square Feet	0
Acres	0.3578
Use Code	7100 - RELIGIOUS
Zoning	CBD - CBD CENTRAL BUSINESS DISTRICT (08-BOYNTON BEACH)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	$19,158	$19,776	$20,394
Land Value	$199,800	$199,800	$190,293
Total Market Value	$218,958	$219,576	$210,687

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	$218,958	$219,576	$210,687
Exemption Amount	$218,958	$219,576	$210,687
Taxable Value	$0	$0	$0

Taxes

Tax Year	2021	2020	2019
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail

Location Address	115 N FEDERAL HWY
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-28-03-006-0010
Subdivision	BOYNTON TOWN OF
Official Records Book	29857 Page 580
Sale Date	MAY-2018
Legal Description	TOWN OF BOYNTON LT 1 (LESS E 10 FT & N 5 FT), LTS 2 TO 4 INC, LT 5, 6 (LESS N 5 FT) & LT 7 (LESS N 5 FT & W 5 FT) BLK 6

Owner Information

Owners	Mailing address
BOYNTON BEACH CRA	100 E OCEAN AVE FLOOR 4 BOYNTON BEACH FL 33435 4515

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2018	$3,000,000	29857 / 00580	WARRANTY DEED	BOYNTON BEACH CRA
MAY-1986	$100	04895 / 00294	QUIT CLAIM	
MAR-1981	$100	03521 / 01533	WARRANTY DEED	
JAN-1975	$325,000	02493 / 00635		

Exemption Information

Applicant/Owner	Year	Detail
	2022	

Property Information

Number of Units	0
*Total Square Feet	0
Acres	0.9376
Use Code	1000 - VACANT COMMERCIAL
Zoning	CBD - CBD CENTRAL BUSINESS DISTRICT (08-BOYNTON BEACH)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	$1,987	$494,047	$455,827
Land Value	$1,021,050	$1,021,050	$904,650
Total Market Value	$1,023,037	$1,515,097	$1,360,477

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	$1,023,037	$1,496,525	$1,360,477
Exemption Amount	$1,023,037	$1,496,525	$1,360,477
Taxable Value	$0	$0	$0

Taxes

Tax Year	2021	2020	2019
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$997	$1,025
Total tax	$0	$997	$1,025

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

APPRAISAL REPORT
(APPRAISER FILE: 20-1819)

MIXED-USE PROPERTY

OCEAN AVE MIXED-USE CENTER
511-529 E OCEAN AVE
BOYNTON BEACH, FLORIDA

FOR

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
BOYNTON BEACH, FL

AS OF

OCTOBER 26, 2020

November 4, 2020

Mr. Michael Simon
Director
Boynton Beach Community Redevelopment Agency
710 N Federal Highway
Boynton Beach, FL 33435

RE: Appraisal of Real Property
Mixed-Use Property
Ocean Ave Mixed-Use Center
511-529 E Ocean Ave
Boynton Beach, Florida 33435
(Appraiser File: 20-1819)

Dear Mr. Simon:

As you requested, we made the necessary investigation and analysis to form an opinion of value for the above referenced real property. This report is an appraisal of the property.

To assist Boynton Beach Community Redevelopment Agency in assistance related to business decisions regarding this property, this appraisal provides an estimate of market value for the leased fee interest in the subject real property in its "as is" condition. This report is written in **APPRAISAL REPORT** format. No other party may use or rely on this report for any purpose.

This appraisal assignment and report have been prepared in accordance with requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation, with the appraisal requirements of Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), with the Interagency Appraisal and Evaluation Guidelines of 2010, with the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, and with requirements of the State of Florida for state-certified general real estate appraisers.

The subject is located along the north side of E Ocean Ave within the downtown area of Boynton Beach, Palm Beach County, Florida. The site consists of three adjacent parcels totaling 17,903 square feet (SF), or 0.41 acres.

Between 1922 and 1958, the subject was improved with three buildings. The buildings have an effective total size of 17,201 SF (leasable) and is utilized as a retail/office/residential strip center. The first floor consists of mainly retail and office uses with additional offices and residential units on the second floor. The property consists of about 84% retail/office space and 16% residential space. The subject's quality of materials is rated as average to good, the improvements have been maintained in average to good condition. The subject is currently 76% occupied by multiple tenants, inclusive of the owner's space. The vacant space consists of one 1st floor retail/office bay consisting of 4,104 SF.

The subject leases have varied expiration over the next two years, with a weighted average remaining lease term just less than 1 year. Most of the leases are 1-year leases and-or expire within the next year. The owner occupies about 27% of the total building.

The owner intends to gut renovate the vacant bay, update the electric and plumbing, and subdivide the space into 5 or 6 bays, at a reported cost of $290,000. Upon completion, the space will be considered a “white box.”

The broader area is attractive for redevelopment of an intense residential-focused mixed-use project, likely in conjunction with surrounding parcels. In fact, a local developer has submitted an unsolicited LOI (Letter of Intent) to the Boynton Beach CRA for redevelopment of an adjacent site in conjunction with surrounding parcels.

The subject does not appear to be listed for sale on the open market, nor is it reported to be encumbered by a purchase and sale agreement.

The three adjacent parcels are considered as one economic asset herein. This is due to the close proximity of the three parcels, a historical review of sales in similar areas, consideration of the buyer pool, and discussion with market participants. Therefore, no deductions are necessary for a single purchaser, as the most probable purchaser would purchase and retain the entire asset.

On Friday, March 13, 2020, President Trump declared a National Emergency concerning the Novel Coronavirus Disease (COVID-19). The World Health Organization declared the outbreak of this virus to be a pandemic. Global financial conditions have been significantly affected. We have completed this appraisal report as this situation is unfolding, and the effects on the economy and the real estate markets have yet to be fully understood. We have incorporated this feature using the best available information as of the date of this report. A further discussion regarding this unfolding event is found near the beginning of the Market section and before the SWOT analysis.

This report is contingent upon the following extraordinary assumptions: The uninspected units have similar condition and quality to the inspected units. The proposed improvements are completed according to the description and timeline herein.

Mr. Michael Simon
November 4, 2020

After careful and thorough investigation and analysis, we estimate market value for the leased fee interest in the subject real property in its "as is" condition, subject to assumptions and contingent and limiting conditions as well as any extraordinary assumptions and hypothetical conditions, as explained in this report, as of October 26, 2020, is:

THREE MILLION FOUR HUNDRED THOUSAND DOLLARS
($3,400,000)

Aucamp Dellenback & Whitney has not performed services concerning this property during the past three years. Thank you for this opportunity to assist in meeting your appraisal needs.

Respectfully submitted,

AUCAMP, DELLENBACK & WHITNEY

Andrew Sperling
State-certified General Real Estate Appraiser RZ4177
andrew@adw-appraisers.com

Jonathan Whitney, MAI
State-certified General Real Estate Appraiser RZ2943
jon@adw-appraisers.com

Property Detail

Location Address	511 E OCEAN AVE
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-28-03-006-0100
Subdivision	BOYNTON TOWN OF
Official Records Book	33165 Page 51
Sale Date	DEC-2021
Legal Description	TOWN OF BOYNTON LT 10 & W 7 FT 8 IN OF LT 11 (LESS S 8 FT OCEAN AVE R/W) BLK 6

Owner Information

Owners	Mailing address
BOYNTON BEACH CRA	100 E OCEAN AVE FL 4TH BOYNTON BEACH FL 33435 4515

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2021	$3,600,000	33165 / 00051	WARRANTY DEED	BOYNTON BEACH CRA
JUN-2011	$10	24665 / 01688	REP DEED	500 OCEAN PROPERTIES LLC
JAN-1975	$100	02423 / 01544		OYER HARVEY E JR
JAN-1970	$60,000	01831 / 01236	WARRANTY DEED	

Exemption Information

Applicant/Owner	Year	Detail
	2022	

Property Information

Number of Units	0
*Total Square Feet	7702
Acres	0.1545
Use Code	1200 - STORE/OFFICE/RESIDENTIAL
Zoning	CBD - CBD CENTRAL BUSINESS DISTRICT (08-BOYNTON BEACH)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	$302,490	$313,440	$312,230
Land Value	$201,870	$201,870	$143,260
Total Market Value	$504,360	$515,310	$455,490

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	$504,360	$489,958	$445,416
Exemption Amount	$0	$0	$0
Taxable Value	$504,360	$489,958	$445,416

Taxes

Tax Year	2021	2020	2019
Ad Valorem	$10,702	$10,662	$9,697
Non Ad Valorem	$3,151	$3,128	$3,162
Total tax	$13,853	$13,790	$12,859

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Property Detail

Location Address	515 E OCEAN AVE
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-28-03-006-0111
Subdivision	BOYNTON TOWN OF
Official Records Book	33165 Page 51
Sale Date	DEC-2021
Legal Description	TOWN OF BOYNTON LT 11 (LESS W 7 FT 8 IN & S 8 FT OCEAN AVE R/W) BLK 6

Owner Information

Owners	Mailing address
BOYNTON BEACH CRA	100 E OCEAN AVE FL 4TH BOYNTON BEACH FL 33435 4515

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2021	$3,600,000	33165 / 00051	WARRANTY DEED	BOYNTON BEACH CRA
JUN-2011	$10	24665 / 01688	REP DEED	500 OCEAN PROPERTIES LLC
MAY-1975	$10	02423 / 01544	WARRANTY DEED	OYER HARVEY E JR
JAN-1970	$40,000	01829 / 00017		

Exemption Information

Applicant/Owner	Year	Detail
	2022	

Property Information

Number of Units	
*Total Square Feet	4104
Acres	0.1134
Use Code	1200 - STORE/OFFICE/RESIDENTIAL
Zoning	CBD - CBD CENTRAL BUSINESS DISTRICT (08-BOYNTON BEACH)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	$273,510	$284,670	$266,860
Land Value	$148,200	$148,200	$105,173
Total Market Value	$421,710	$432,870	$372,033

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	$421,710	$409,236	$372,033
Exemption Amount	$0	$0	$0
Taxable Value	$421,710	$409,236	$372,033

Taxes

Tax Year	2021	2020	2019
Ad Valorem	$8,948	$8,922	$8,039
Non Ad Valorem	$1,908	$1,888	$1,917
Total tax	$10,856	$10,810	$9,956

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Property Detail

Location Address	529 E OCEAN AVE
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-28-03-006-0120
Subdivision	BOYNTON TOWN OF
Official Records Book	33165 Page 51
Sale Date	DEC-2021
Legal Description	TOWN OF BOYNTON LT 12 BLK 6

Owner Information

Owners	Mailing address
BOYNTON BEACH CRA	100 E OCEAN AVE FL 4TH BOYNTON BEACH FL 33435 4515

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2021	$3,600,000	33165 / 00051	WARRANTY DEED	BOYNTON BEACH CRA
JUN-2011	$10	24665 / 01688	REP DEED	500 OCEAN PROPERTIES LLC
MAY-1977	$1	02689 / 01263	QUIT CLAIM	OYER HARVEY E JR

Exemption Information

Applicant/Owner	Year	Detail
	2022	

Property Information

Number of Units	
*Total Square Feet	5644
Acres	0.1431
Use Code	1200 - STORE/OFFICE/RESIDENTIAL
Zoning	CBD - CBD CENTRAL BUSINESS DISTRICT (08-BOYNTON BEACH)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	$233,917	$239,737	$241,619
Land Value	$186,990	$186,990	$132,701
Total Market Value	$420,907	$426,727	$374,320

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	$420,907	$411,752	$374,320
Exemption Amount	$0	$0	$0
Taxable Value	$420,907	$411,752	$374,320

Taxes

Tax Year	2021	2020	2019
Ad Valorem	$8,931	$8,916	$8,089
Non Ad Valorem	$5,041	$4,625	$4,702
Total tax	$13,972	$13,541	$12,791

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PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (hereinafter "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes, with a business address of 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, (hereinafter "SELLER") and BB QOZ, LLC, a Florida Limited Liability Company with a business address of 613 NW 3rd Ave., Ste 104, Fort Lauderdale, Florida 33311 (hereinafter "PURCHASER"). SELLER & PURCHASER may be referred to herein individually as "Party" and collectively as the "Parties."

In consideration of the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions hereinafter set forth, the real property legally described in Exhibit "A" attached hereto (hereinafter the "Property"), which is hereby incorporated herein. The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effectuated in order to reduce slum and blight and to enable the construction of a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with a minimum of 236 rental units available to various affordability ranges as set forth in the Tax Increment Revenue Funding Agreement attached here to as Exhibit "B" ("TIRFA") a minimum of 16,800 square feet of commercial space (e.g. restaurant, retail, and office), and 150 public parking spaces (as more fully described in the TIRFA), and providing public pedestrian connectivity within the Property, consistent with the proposal submitted by PURCHASER (the "Proposal") in response to the *Request for Proposals and Developer Qualifications for the 115 N. Federal Highway Infill Mixed-Use Redevelopment Project* ("RFP") issued by the CRA on July 23, 2021, incorporated herein by this reference (the "Project"). The Project may be revised by PURCHASER from time to time pursuant to the terms of the TIRFA.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be ONE HUNDRED AND 00/100 DOLLARS ($100.00) to be paid in full at Closing. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSITS. A Deposit in the amount of TEN THOUSAND AND 00/100 DOLLARS ($10,000.00) (the "Deposit") shall be delivered to Lewis, Longman & Walker, P.A. ("Escrow Agent") within five (5) business days of the Effective Date. The Deposit shall be nonrefundable to PURCHASER after the expiration of the Feasibility Period, unless otherwise provided herein and shall be credited against PURCHASER'S costs at closing.

4. EFFECTIVE DATE. The date of this Agreement (the "Effective Date") shall be the date when the last one of the Parties has signed this Agreement.

5. Intentionally Deleted

6. CLOSING DATE. The purchase and sale transaction contemplated herein shall close within thirty-six (36) months after PURCHASER's receipt of the Land Use Approvals unless extended by other provisions of this Agreement or by written agreement, signed by both parties. Notwithstanding the foregoing, the PURCHASER shall have the right to extend the Closing Date by up to twelve (12) months subject to the prior written approval of SELLER, which written approval shall not be unreasonably withheld, conditioned, or delayed provided that PURCHASER is exercising good faith and due diligence to achieve the Closing and further provided that PURCHASER delivers notice of its election to exercise such extension at least thirty (30) days prior to the then-Closing Date. Unless earlier terminated pursuant to the terms of this Agreement, this Agreement shall automatically terminate should PURCHASER fail to close pursuant to this Section.

7. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Special Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 8.3), to which PURCHASER fails to object, or which PURCHASER agrees to accept. SELLER acknowledges that PURCHASER may, after Closing, pursue a unity of title with respect to the Project and/or certain parcel splits with respect to the Project. SELLER shall reasonably cooperate with PURCHASER, at no cost to SELLER, in order to coordinate and accommodate PURCHASER's pre-closing and post-closing work in connection with the foregoing sentence.

8. INVESTIGATION OF THE PROPERTY. For a period until sixty (60) days from the Effective Date ("Feasibility Period"), PURCHASER and PURCHASER'S agents, employees, designees, contractors, surveyors, engineers, architects, attorneys and other consultants (collectively, "Agents"), shall have the right, at PURCHASER'S expense, to make inquiries of, and meet with members of Governmental Authorities regarding the Property and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, and investigations of the Property, including but not limited to Phase I and Phase II environmental investigations, which PURCHASER may deem necessary. During the Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to terminate this Agreement, in which event the Deposit shall be promptly refunded to PURCHASER. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) repair and restore any damage caused to the Property by PURCHASER'S testing and investigation; and (ii) release to SELLER, at no cost, all non-proprietary and non-confidential reports and other work generated as a result of the PURCHASER'S testing and investigation. PURCHASER shall have the

right to access the Property, at any time and from time to time with at least two (2) days notice to SELLER and so long as said access does not result in a business interruption, from the time period commencing at the end of the Feasibility Period and continuing until Closing. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, reasonable attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property arising out of PURCHASER'S investigation or access of the Property; provided, however, the foregoing indemnification obligations of PURCHASER shall not apply to (i) any damages arising from the negligence or misconduct of SELLER, its agents, employees or representatives, or (ii) any conditions or defects existing on, in or under the Property or arising out of the mere discovery of such conditions or defects on, in, under or within the Property. PURCHASER'S obligations under this Section shall survive Closing and the termination of this Agreement for a period of one (1) year.

8.1 SELLER's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this Agreement: any existing title policies, surveys, appraisals, copies of any reports or studies (including environmental, engineering, surveys, soil borings and other physical reports) in SELLER'S possession or control with respect to the physical condition of the Property, copies of all permits, authorizations and approvals issued by Governmental Authorities for the Property and any correspondence which discloses claims, allegations or adverse information regarding the Property or SELLER with respect to the Property, and any other documents reasonably requested by PURCHASER.

8.2 Title Review. Within thirty (30) days of the Effective Date, SELLER's counsel, as closing agent for the transaction contemplated herein (the "Closing Agent") shall obtain, at the SELLER'S expense, from Old Republic National Title Insurance Company (hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of $5,500,000.00 subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than twenty (20) days after receipt of the Title Commitment notifying SELLER of any objections PURCHASER has to the condition of title (hereinafter "PURCHASER'S Title Objections"). If PURCHASER fails to deliver PURCHASER'S Title Objections to SELLER within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the PURCHASER'S Title Objections, then SELLER shall have thirty (30) days to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the PURCHASER'S Title Objections within the Cure Period to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER'S sole and absolute discretion, shall have the option of (i) extending the Cure Period for one additional thirty (30) day period at no cost to PURCHASER, or (ii) accepting the Title to the Property as of the time of Closing or (iii) canceling and terminating this Agreement, in which

case, the Deposit shall be returned to PURCHASER and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, SELLER shall be obligated, at Closing, to cause the Title Company to remove (by waiver or endorsement) the following (collectively, the "Required Cure Items"), whether or not PURCHASER objects to such items in PURCHASER's Title Objections: any (a) mortgage or deed of trust granted by SELLER affecting the Property; (b) mechanic's lien with respect to work contracted for by SELLER at the Property; (c) liens securing the payment of taxes and assessments; and (d) other liens encumbering the Property (including judgments, federal, state and municipal tax liens).

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue one updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items have an adverse effect on the Property or the Project, in PURCHASER's sole and absolute discretion, PURCHASER shall have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update shall be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

8.3 Survey Review. PURCHASER, at PURCHASER'S expense, may obtain an ALTA survey (the "Survey") of the Property. If the Survey discloses any matters that are unacceptable to PURCHASER, in PURCHASER's sole and absolute discretion, the same shall constitute a title defect and shall be governed by the provisions of Section 8.2 concerning title objections.

9. CONDITIONS TO CLOSING. PURCHASER shall not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

9.1 Marketable Title. SELLER delivering marketable title to the Property subject only to those title exceptions acceptable to the PURCHASER, all as more specifically set forth herein.

9.2 Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

9.3 Pending Proceedings. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever involving the Property or the SELLER, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER at PURCHASER's sole and absolute discretion.

9.4 Compliance with Laws and Regulations. The Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes,

requirements, licenses, permits and authorizations as of the date of Closing.

9.5 Land Use Approvals. PURCHASER obtaining all required site plan, zoning and platting/replatting approvals from the City of Boynton Beach necessary to procure building permits to construct the Project on the Property (the "Land Use Approvals"). SELLER authorizes the PURCHASER to apply for and obtain the necessary Land Use Approvals and agrees to cooperate in any such applications and the approval process and to execute without delay any and all required documentation necessary to make application for Land Use Approvals for the Project.

9.6 Occupancy. The Property shall be conveyed to PURCHASER at Closing subject only to the Leases (hereinafter defined) and any additional leases entered into with PURCHASER's consent pursuant to Section 23.13.

9.7 Estoppels. SELLER shall have delivered an estoppel certificate from each of the tenants under the Leases, dated not more than thirty (30) days prior to the Closing Date, in the form attached hereto as Exhibit "C" Schedule 9.7, which shall be delivered to PURCHASER at least five (5) days prior to the Closing Date.

9.8 Service Contracts. At Closing, SELLER shall terminate all service and management contracts relating to the Property at SELLER's sole cost and expense, unless PURCHASER elects to assume any of such contracts, in PURCHASER's sole and absolute discretion.

9.9 Permits and Code Violations. SELLER shall have closed out all open or expired permits and cured any code violations applicable to the Property prior to the Closing Date. For the avoidance of doubt, any legal, non-conforming use, structure, or site condition approved by the City of Boynton Beach shall not be deemed to be code violation.

If any condition precedent set forth in the foregoing Section 9 hereof is not satisfied as of the Closing Date (or within the time frame specifically set forth in such clause), and PURCHASER elects, in PURCHASER's sole and absolute discretion, not to waive such condition precedent, then PURCHASER shall have the right to terminate this Agreement by written notice to SELLER, in which event the Deposit shall be returned to PURCHASER and this Agreement shall be null and void and neither party shall have any further rights or obligations under this Agreement except those which expressly survive termination. SELLER shall use good faith efforts to satisfy the Conditions to Closing that are within the control of SELLER.

10. CLOSING DOCUMENTS. The SELLER shall prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the Title Company. At Closing, SELLER shall execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

10.1 Deed and Authorizing Resolutions. SELLER shall furnish a Special Warranty Deed (the "Deed"), meeting all requirements of this Agreement, conveying to PURCHASER valid,

good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions, together with such resolutions or other applicable authorizing documents evidencing approval of the transaction by the SELLER's governing body as the Closing Agent and the Title Company may require.

10.2 SELLER's Affidavits. SELLER shall furnish to Title Company and the PURCHASER an owner's affidavit acceptable to the Title Company attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law, that the SELLER will not record or enter into documents affecting the Property after the last effective date on the Title Commitment, and that there are no parties in possession of the Property other than SELLER. SELLER shall also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same shall be deemed an uncured Title Objection.

10.3 Closing Statement. A closing statement setting forth the Purchase Price, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER and SELLER shall also execute and deliver at Closing.

10.4 Corrective Documents. Documentation required to clear title to the Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

10.5 Assignment of Leases. An Assignment and Assumption of Leases, Security Deposits and Service Contracts in the form attached hereto as Exhibit "D" Schedule 10.5.

10.6 Bring-Down Certificate. A "bring-down" certificate executed by SELLER recertifying SELLER's representations and warranties set forth in this Agreement as of the Closing Date, in the form attached hereto as Exhibit "E" Schedule 10.6.

10.7 Leases and Service Contracts. Originals, or, if unavailable, copies, of the Leases (together with all tenant files, tenant ledgers and records) and assigned and assumed Service Contracts then in effect at the Property.

10.8 Miscellaneous. Any keys, access cards, combinations and pass codes to any locks and security systems on the Property over which SELLER has control shall be left by SELLER at the Property upon Closing. All correspondence and documents in SELLER's possession or control relating to the Leases and the operation of the Property shall be left by SELLER at the Property upon Closing;

10.9 Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

11. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

11.1 Prorations. Taxes and assessments, if any, for the Property shall be prorated as of the day before Closing. Cash at Closing shall be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes shall be prorated based upon the current year's tax with due allowance made for maximum allowable discount. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill which discloses an actual difference in the amount of the taxes estimated at Closing that exceeds $1,000.00.

11.2 Proration of Rents. The rent payable by tenants under the Leases shall be prorated as of the day before Closing; provided, however, that rent and all other sums which are due and payable to SELLER by any tenant but uncollected as of the Closing (collectively, the "Delinquent Amounts") shall not be adjusted. At Closing, SELLER shall deliver to PURCHASER a schedule of all such Delinquent Amounts. Any Delinquent Amounts received by SELLER after Closing that are attributable to the period after the Closing Date shall be promptly paid over to PURCHASER.

11.3 Proration of Utilities. Water, electric, and all other utility and fuel charges shall be prorated as of the day before Closing (to the extent possible, utility prorations will be handled by meter readings on the day immediately preceding the Closing Date).

11.4 Prepaid Rents and Security Deposits. At Closing, SELLER shall credit to PURCHASER the amount of any unapplied security deposits or prepaid rents under the Leases.

11.5 Closing Costs. SELLER shall pay for the documentary stamps on the Deed, the cost of the Owner's Policy of Title Insurance, the cost of satisfying any liens which SELLER is obligated to satisfy, the cost of recording the Deed and any cost associated with curing title. PURCHASER shall pay for all endorsements to the Owner's Policy of Title Insurance (including, without limitation, premiums for any loan policy or endorsements thereto required by PURCHASER's lender for the construction or development of the Project (the "Lender"), if any), and the cost of any documentary stamp or intangible tax in connection with PURCHASER's financing. Each party shall be responsible for their respective attorneys' fees.

11.6 Closing Procedure. PURCHASER shall fund the Purchase Price subject to the credits, offsets and prorations set forth herein. SELLER and PURCHASER (as applicable) shall execute and deliver to the Closing Agent the Closing Documents. The Closing Agent shall, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the appropriate public records.

11.7 Existing Mortgages and Other Liens. At Closing, SELLER shall obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

12. REPRESENTATIONS, COVENANTS AND WARRANTIES. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

12.1 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

12.2 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

12.3 Litigation. There are no actions, suits, proceedings or investigations pending or threatened against SELLER or the Property affecting any portion of the Property, including but not limited to condemnation actions.

12.4 Parties in Possession. Except for the Tenants listed on the rent roll attached hereto as Exhibit "F", there are no parties other than SELLER in possession or with a right to possession of any portion of the Property.

12.5 Acts Affecting Property. Except as required by law or as necessary to address Tenant needs, from and after the Effective Date, SELLER will refrain from (a) performing any grading, excavation, construction, or making any other change or improvement upon or about the Property; (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions (including the mortgages, liens, pledges, and other encumbrances existing on the Effective Date) and (c) committing any waste or nuisance upon the Property.

12.6 Leases. SELLER has delivered to PURCHASER true, correct and complete copies of all the Leases. To SELLER's knowledge: (i) each Lease is in full force and effect; (ii) neither landlord nor tenant are in default under the Leases and no event has occurred or failed to occur which, with the passage of time or giving of notice or both, would constitute a default under any such Lease; (iii) no tenant has paid any rent for more than one month in advance and (iv) no tenant is entitled to any free rent, abatement of rent or similar concession.

12.7 Violations. The Property is not in violation of any building, fire or health code or any other statute, law, ordinance or code applicable to the Property. There are no: (i) existing or pending improvement liens affecting the Property; (ii) existing, pending or threatened zoning, building or other moratoria, downzoning petitions, proceedings, restrictive allocations or similar matters that could have a material adverse effect on the use and value of the Property.

12.8 Employees. There are no employees of SELLER employed in connection with the Property whom PURCHASER would be obligated to retain or compensate after the Closing Date.

13. DEFAULT.

13.1 PURCHASER'S Default. In the event that this transaction fails to close due to a wrongful refusal to close or a material default on the part of PURCHASER, SELLER shall be entitled to retain the Deposit, and neither PURCHASER nor SELLER shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement; provided, however, that PURCHASER shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under PURCHASER.

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein or is otherwise default under this Agreement, which default has not been cured as provided for herein, PURCHASER may, at its option (i) declare SELLER in default under this Agreement in which event PURCHASER may terminate this Agreement, receive back its Deposit, and thereafter neither party shall have any further rights hereunder, (ii) seek specific performance of this Agreement; or (iii) waive SELLER's default and proceed to Closing.

13.3 Notice of Default. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have thirty (30) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period shall only be three (3) business days from the delivery of notice. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described herein.

14. NOTICES. All notices required in this Agreement must be in writing and shall be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to SELLER: Boynton Beach Community Redevelopment Agency
Attention: Thuy Shutt, Executive Director
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to: Kenneth Dodge, Esquire
Lewis, Longman & Walker, P.A.
360 S. Rosemary Ave, Suite 1100
West Palm Beach, Florida 33401

If to PURCHASER: BB QOZ, LLC
Attention: Jeff Burns & Nicholas Rojo
613 NW 3rd Ave., Ste. 104
Fort Lauderdale, Florida 33311

With a copy to: Kapp Morrison LLP
Attention: Lance M. Aker, Esq.
7900 Glades Road, Ste 550
Boca Raton, Florida 33434

15. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on, and shall inure to the benefit of, the successors and permitted assigns of the Parties hereto. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, in PURCHASER's sole and absolute discretion. It is understood, however, that SELLER may assign its interest to the City of Boynton Beach without the prior written consent of PURCHASER, provided that the City of Boynton Beach acknowledges in the document assigning this Agreement that it shall be obligated to close the transaction contemplated herein and comply with apply with all Sections of this Agreement as if the City of Boynton Beach were the original party to this Agreement. This Agreement may be assigned, without the prior written consent of SELLER, by PURCHASER to an entity that is managed by PURCHASER's key principals, Jeff Burns and Nicholas Rojo, and thereafter PURCHASER'S assignee shall be obligated to close the transaction contemplated herein and comply with all Sections of this Agreement as if such assignee were the original party to this Agreement. Any assignment by PURCHASER to an unrelated party shall be subject to the written approval of SELLER. Notwithstanding the foregoing, in the event PURCHASER's Lender takes possession of or becomes the record owner of the Property, this Agreement shall be automatically assigned to such Lender upon receipt by the SELLER of written notice by such Lender that it desires, in Lender's sole and absolute discretion, to be assigned this Agreement and to assume all of the rights and obligations of the PURCHASER under this Agreement. The notice must be received within ninety (90) days of such Lender taking possession of or becoming the record owner of the Property.

16. RISK OF LOSS. In the event the condition of the Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SELLER, PURCHASER may elect, as its sole option, to terminate this Agreement and receive a refund of the Deposit and the parties shall have no further obligations under this agreement, except as specifically provided herein, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER's receipt of such notification. Should PURCHASER terminate this Agreement, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder. Should PURCHASER elect not to terminate, the parties hereto shall proceed to Closing and SELLER shall assign all of its right, title and interest in all awards in connection with such taking to PURCHASER.

17. BROKER FEES. The Parties hereby confirm that neither of them has dealt with any broker in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by either Party or on its behalf with any broker or finder in connection with this Agreement. Notwithstanding the foregoing, SELLER'S indemnification obligations shall not exceed the amount of the statutory limits provided within Section 768.28, Florida Statutes, and SELLER does not otherwise waive its sovereign immunity rights. The provisions of this Section shall survive Closing or termination of this Agreement.

18. ENVIRONMENTAL CONDITIONS**.** To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

19. EXISTING OBLIGATIONS. PURCHASER shall assume the rights and make best efforts to perform all obligations of the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY described in Section 21 of the Purchase and Sale Agreement between the SELLER and 500 Ocean Properties, LLC, attached hereto as Exhibit "G."

20. LEASES/RELOCATION.

20.1. At Closing, the following leases, to the extent such leases remain in effect, shall be assigned in their entirety to PURCHASER (the "Leases"):

- Freddie Brinley - 517 ½ E. Ocean Avenue, Apt. 5
- Harvey E. Oyer, Jr., Inc. d/b/a Oyer Macoviak and Associates - 511 E. Ocean Avenue
- Café Barista, Inc. d/b/a Hurricane Alley - 527, 529 & 531 E. Ocean Avenue
- Florida Technical Consultants, LLC - 533 E. Ocean Avenue, Suites 2 & 3

20.2. PURCHASER acknowledges that a current tenant of the Property is Hurricane Alley ("HA Tenant"). PURCHASER shall use reasonable efforts to relocate HA Tenant to the Project and shall use reasonable efforts to work with HA Tenant to phase construction activities of the Project in order to minimize, to the extent practicable, the timeframe between demolition of the HA Tenant's current premises and construction and delivery of HA Tenant's new premises within the Project.

21. DEVELOPMENT DEADLINES. The following events must occur and be documented in writing and provided to the SELLER upon completion of each action (collectively the "Project Deadlines"). At all times after the Effective Date, SELLER shall cooperate with PURCHASER using good faith and due diligence to facilitate and expedite PURCHASER's satisfaction of the Project Deadlines, which include, without limitation, the Land Use Approvals. PURCHASER's obligations under this Section shall survive Closing.

21.1 Submission of application to the City for site plan approval within one hundred eighty (180) days from the Effective Date. For purposes of this section, submission of application shall mean the good faith submittal of a complete application for site plan approval to the City of Boynton Beach, and any later request for information, or rejection or return by the City of Boynton Beach for reasons of technical compliance, shall not be deemed failure of PURCHASER to comply with the requirements of this Section. PURCHASER may extend the deadline for submission of application to the City for site plan approval by no more than sixty (60) days, subject to prior, written approval of the SELLER at SELLER's sole and reasonable discretion.

21.2 PURCHASER shall diligently and continuously pursue site plan approval and all other required Land Use Approvals until the same are issued. Notwithstanding the provisions of Section 13.3, PURCHASER shall have sixty (60) days to cure after receipt of notice of default of this Section 21.2.

21.3 PURCHASER shall submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project within one hundred twenty (120) days of obtaining formal site plan approval from the City.

21.4 PURCHASER shall provide SELLER with updates on the process of obtaining financing for the Project, together with reasonable documentation, upon SELLER's request therefor. No later than Closing, PURCHASER shall provide adequate proof of Financial Closing (defined below), including verifiable binding documentation, to the SELLER.

21.5 Commencement of Construction shall occur within two (2) years of the Closing Date pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein, PURCHASER may extend the deadline for Commencement of Construction by one (1) period of twelve (12) months, subject to receipt of written approval from SELLER, which approval shall not be unreasonably withheld, conditioned or delayed provided PURCHASER is using good faith efforts and due diligence to achieve Commencement of Construction. "Commencement of Construction " mean the date when both of the following have occurred: (i) PURCHASER has provided adequate proof of a financial closing, and (ii) PURCHASER has actually begun construction activities, including demolition, site clearing, excavation, and/or utility relocation consistent with the City Code and all applicable permits, such that construction activities will continue on a consistent basis to complete construction of the Project. For purposes of this Agreement, a "Financial Closing" means the date on which all financial agreements and loan documents for the financing of the Project through completion have been executed and all required conditions contained in such financial agreements and loan documents for the commencement of funding have been satisfied, as determined by the Lender and PURCHASER.

21.6 PURCHASER shall ensure that the groundbreaking ceremony will occur prior to or simultaneously with the Commencement of Construction.

21.7 Completion of Construction, defined as receiving a temporary certificate of occupancy, within thirty-six (36) months of Commencement of Construction; provided, however, PURCHASER shall have the right to extend the deadline for Completion of Construction for one (1) period of twelve (12) months subject to receipt of written approval from the SELLER, which approval shall not be unreasonably withheld, conditioned or delayed, provided PURCHASER is using good faith efforts and due diligence to achieve Completion of Construction. After receipt of a temporary certificate of occupancy, PURCHASER shall use good faith efforts and due diligence to obtain a final certificate of occupancy in an expeditious manner. PURCHASER shall obtain a certificate of occupancy for the Project no later than 9.5 years after the Effective Date.

21.8 PURCHASER shall ensure that a ribbon cutting ceremony will occur prior to occupancy of the residential portion of the Project.

21.9 PURCHASER, upon thirty (30) days prior notice from SELLER, shall make a presentation to SELLER at a regularly scheduled meeting of the SELLER's Board meetings, or at such other meeting as the parties may agree, no less than annually, beginning at one (1) year after the Effective Date and ceasing after the presentation following Completion of Construction. In addition, PURCHASER shall provide a written report once every three months, which shall be presented to the SELLER's Board (with or without PURCHASER'S participation) at the next regularly scheduled public meeting. Such presentation and written reports shall include photographs and an update on the progress of obtaining Land Use Approvals, status of construction, compliance with any deadlines, terms, and provisions of this Agreement, and such other information reasonably requested by the SELLER to determine compliance with this Agreement. PURCHASER agrees to promptly reply to any inquiries of the SELLER's Board concerning the progress of the Project.

22. Intentionally Deleted.

22.1 Reverter Clause. The Special Warranty Deed shall contain a reverter clause (the "Reverter Clause") that shall run with the Property from the Closing Date until Completion of Construction, at which point the Reverter Clause shall automatically terminate. SELLER shall have the right to exercise its right of reverter if construction does not occur pursuant to the deadlines set forth in Sections 21.3, 21.5, and 21.7 hereof, including all subsections thereto. Notwithstanding the provisions of Section 13.3, in the event SELLER expresses intent to exercise the right of reverter based on PURCHASER's default for failure to comply with the provisions of Section 21.3, SELLER shall first notify PURCHASER of SELLER'S intent to exercise the right of reverter, and SELLER shall have sixty (60) days from delivery of the notice during which to cure the default and provide evidence of same to SELLER. In the event the SELLER exercises its right of reverter, SELLER shall pay to PURCHASER: (i) the Purchase Price of the property as set forth in Section 2 of this Agreement; and (ii) the amount of all verifiable out-of-pocket predevelopment and development costs incurred by PURCHASER between the first Land Use Approval and the time of default in connection with the Project, which shall be evidenced by bank statements, invoices and other documentation reasonably requested by SELLER, to the extent that the costs associated with those improvements have not been recaptured by the PURCHASER. To carry out the terms of this Section, PURCHASER shall execute a reverter agreement in the form set forth on Exhibit "H." In the event PURCHASER enters into a loan with a Lender, the SELLER shall enter into a subordination agreement to subordinate the Reverter Agreement and the rights of reverter in this Agreement to the lien(s) and security interest(s) of Lender in a form and substance satisfactory to such Lender and determined to be satisfactory by the SELLER, which determination shall not be unreasonably withheld. Upon the Completion of Construction, the SELLER agrees to promptly issue a recordable letter acknowledging the release of the reverter rights described herein. On or prior to Closing, PURCHASER shall execute an assignment of proceeds to the benefit of the SELLER (the "Assignment of Proceeds"), which Assignment of Proceeds shall provide that if PURCHASER does not achieve Completion of Construction and Lender forecloses on the Project, then PURCHASER shall assign to SELLER the proceeds it receives

from Lender up to an amount equal to the greater of the fair market value of the land value of the Property only (i.e. determined as if the Property was unimproved) as of the date of the foreclosure and the fair market value of the land as of the Effective Date. If the SELLER and PURCHASER cannot agree upon the fair market value as of either or both dates described above (either of which may be referred to as a "Fair Market Value" in this Section), each of SELLER and PURCHASER shall hire an MAI-certified appraiser with a minimum of ten (10) years' experience appraising vacant land in the Boynton Beach, Florida area (an "Independent Appraiser"). Each Independent Appraiser shall submit its determination of the Fair Market Value within sixty (60) days after being engaged by SELLER and PURCHASER. If the Fair Market Values of the two Independent Appraisers are within five percent (5%) of the same value, then the average of the values shown on the two appraisals shall be determinative as the Fair Market Value. If the two appraisals are not within five percent (5%) of the same value, then the two Independent Appraisers shall select a third Independent Appraiser which shall be instructed to determine the Fair Market Value; provided, that the third Independent Appraiser shall also be directed to determine a Fair Market Value that shall not be greater than the higher nor less than the lower of the Fair Market Values determined by the first two Independent Appraisers. Within fifteen (15) days after its appointment, the third Independent Appraiser shall submit its determination of the Fair Market Value, and such Fair Market Value shall be determinative. The Assignment of Proceeds shall automatically terminate as of the Completion of Construction.

23. MISCELLANEOUS.

23.1 General. This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. Reference to a Section shall be deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The Parties hereby agree that jurisdiction of any litigation brought arising out of this Agreement shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Southern District Court of Florida.

23.2 Computation of Time. Any reference herein to time periods which are not measured in business days and which are less than six (6) days, shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday observed by the City of Boynton Beach shall extend to 5:00 p.m. on the next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the calculation thereof.

23.3 Waiver. Neither the failure of a party to insist upon strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations hereunder, shall be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This Section shall survive termination of this Agreement and the Closing.

23.4 Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation hereof. Neither this Agreement nor any amendment hereto shall be more strictly construed against any of the Parties. As used in this Agreement, or any amendment hereto, the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing shall not merge into the Deed.

23.5 Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The provisions of this Section shall apply to any amendment of this Agreement.

23.6 Intentionally Deleted.

23.7 Waiver of Jury Trial. As an inducement to PURCHASER agreeing to enter into this Agreement, PURCHASER and SELLER hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

23.8 Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, shall be awarded to the prevailing party. However, SELLER's obligation under this section shall not exceed the amount of the statutory limits provided within Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed a waiver of SELLER's sovereign immunity rights.

23.9 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER 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.

23.10 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both parties.

23.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, shall survive the Closing, the delivery and recording of the Deed and PURCHASER'S possession of the Property.

23.12 PURCHASER Attorneys' Fees and Costs. PURCHASER acknowledges and agrees that PURCHASER shall be responsible for its own attorneys' fees and all costs, if any, incurred by PURCHASER in connection with the transaction contemplated by this Agreement.

23.13 Operation of Property. From and after the Effective Date: (i) SELLER shall own, operate, manage and maintain the Property in its ordinary course of business consistent with past practices and shall not sell, further pledge, or otherwise transfer or dispose of all or any part of any Property; (ii) SELLER shall maintain in full force and effect property insurance on the Property in amounts currently maintained by SELLER; and (iii) SELLER shall not enter into any new Leases or amend same that would remain in effect beyond Closing without PURCHASER's prior written consent. Additionally, SELLER shall, from and after the Effective Date, deliver to PURCHASER promptly after receipt thereof copies of (i) all written notices to SELLER from tenants, (ii) all written notices to tenants from SELLER, (iii) any notice of violation issued by any governmental authority with respect to SELLER or the Property, (iv) any notice relating to any claim of litigation or threatened litigation with respect to SELLER or the Property, (v) notice of the commencement or threat of any condemnation, eminent domain or similar proceedings with respect to or affecting the Property.

23.14 Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party (Events of Force Majeure), including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, or the other Party. Events of Force Majeure shall extend the period for the performance of the obligations for a period equal to the period(s) of any such delay(s). All terms contained herein are subject to Force Majeure. PURCHASER shall notify SELLER within 90 days of the onset of the Event of Force Majeure if PURCHASER intends to invoke this Section of the Agreement; otherwise, PURCHASER's rights under this Section shall be deemed waived for that Event of Force Majeure.

23.15 Public Records. SELLER is a public agency subject to Chapter 119, Florida Statutes. The PURCHASER shall comply with Florida's Public Records Law. Specifically, the PURCHASER shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the SELLER in connection with this Agreement;

b. Provide the public with access to such public records on the same terms and conditions that the SELLER 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;

c. 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

d. Meet all requirements for retaining and providing public records and transfer to the SELLER, at no cost, all public records in possession of the PURCHASER 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 SELLER in a format that is compatible with the information technology systems of the SELLER.

IF PURCHASER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PURCHASER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or SHUTTT@bbfl.us.

SELLER shall, upon request, provide guidance to PURCHASER as to the public records keeping and reporting duties that are imposed upon PURCHASER as provided above and shall take all steps reasonably required to assist PURCHASER in not violating them.

Signatures on following page.

The remainder of this page was intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

PURCHASER:	**SELLER:**
BB QOZ, LLC	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
_____	_____
Printed Name: _____	Printed Name: Ty Penserga
Title: _____	Title: Chair
Date: _____	Date: _____
WITNESS:	WITNESS:
_____	_____
Printed Name: _____	Printed Name: _____

Approved as to form and legal sufficiency: _____
CRA Attorney

PURCHASE AND DEVELOPMENT AGREEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

Physical Address: 529 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060120

Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

PURCHASE AND DEVELOPMENT AGREEMENT
EXHIBIT "B"

Tax Increment Revenue Funding Agreement

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the _____ day of _____, 2022, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter the "CRA"), with a business address of 100 East Ocean Avenue, 4th floor, Boynton Beach, Florida 33435,

and

BB QOZ, LLC, a Florida limited liability company, with a business address of 613 NW 3rd Ave., Suite 104, Fort Lauderdale, Florida 33311, and its successors or assigns (hereinafter, the "Developer"; the Developer and the CRA are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Developer submitted a proposal, a copy of which is attached here to as Exhibit "A," (the "Proposal") in response to the *Request for Proposals and Developer Qualifications for the 115 N. Federal Highway Infill Mixed-Use Redevelopment Project* ("RFP") issued by the CRA on July 23, 2021, incorporated herein by reference, which proposal was accepted by the CRA Board on November 30, 2021; and

WHEREAS, the CRA has determined that the Project, as defined herein, furthers the Boynton Beach Community Redevelopment Plan; and

WHEREAS, Developer has the knowledge, ability, skill, and resources to effectuate the construction and development of the Project; and

WHEREAS, the CRA has determined that a public-private partnership in which the CRA provides Tax Increment Revenue Funding for the Project will further the goals and objectives of the Boynton Beach Community Redevelopment Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties hereby acknowledge, the Parties agree as follows:

Section 1. Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

Section 2. Definitions. As used in this Agreement, the following terms shall have the following meanings, which shall apply to words in both the singular and plural forms of such words:

2.1. **Adequate Proof of Financial Closing** shall consist of verifiable binding documentation for the Project necessary to evidence that financing has been obtained for the construction of the Project through completion.

2.2. **Area Median Income ("AMI")** shall mean the City of Boynton Beach Area Median Income, as set forth and published each year by the City of Boynton Beach, unless required by the Lender to mean Palm Beach County Area Median Income, as set forth and published each year by the Department of Housing and Urban Development. If the Lender does not make a determination, the Developer shall use the City of Boynton Beach Area Median Income, provided that: (a) the City publishes AMI levels on a regular (annual) basis, (b) the AMI levels are made readily available to the general public, and (c) the City utilizes the same calculation methodology as does the Department of Housing & Urban Development.

2.3. **"Base Year"** for determining Tax Increment Revenue from the Project shall be the year prior to Commencement of Construction (hereinafter defined).

2.4. **"City"** means the City of Boynton Beach, Florida.

2.5. **"Commencement of Construction"** or **"Construction Commencement"** means the date when both of the following have occurred: (i) Developer has provided Adequate Proof of Financial Closing, and (ii) Developer has actually begun construction activities (including demolition, site clearing, excavation, and/or utility relocation) consistent with the City Code and all applicable permits, such that construction activities will continue on a consistent basis to complete construction of the Project.

2.6. **"Completion of Construction"** shall mean the date for which the Project is substantially complete and the Temporary Certificate of Occupancy has been issued by the appropriate governing authority.

2.7. **"Effective Date"** shall mean the date the last party to this Agreement executes this Agreement.

2.8. **"Financial Closing"** The date on which all agreements and loan documents for the financing of the Project have been executed and all required conditions contained in such agreements and loan documents for the commencement of funding have been satisfied, as determined by Lender and Developer.

2.9. **"Land Use Approvals"** shall mean all required site plan, zoning, platting/replatting approvals from the City of Boynton Beach necessary to procure building permits to construct the Project on the Property.

2.10. **"Lender"** shall mean the lender selected by the Developer to provide a mortgage loan that is secured by all or any part of the Project.

2.11. "Property" means the property subject to this Agreement upon which the Project shall be developed as more particularly described in Exhibit "B," hereto.

2.12. "Purchase Agreement" means that certain Purchase and Development Agreement by and between the CRA, as seller, and Developer, as purchaser, dated of even date herewith.

2.13. "Tax Increment Revenue" means the amount deposited in the Redevelopment Trust Fund for the Boynton Beach Community Redevelopment Area, pursuant to Florida Statutes, Section 163.387, that is attributable to the Project.

Section 3. Developer's Obligations and Covenants.

3.1 Construction of the Project. Developer shall construct a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with restaurant, retail space, and office space, including public parking that incorporates public pedestrian connectivity, consistent with the Proposal (hereinafter the "Project"). In the event of a conflict between the Proposal and this Agreement, this Agreement shall control. The Project will include the Required Elements set forth below and be built consistent in all material respects with the Conceptual Site Plan attached hereto as Exhibit "C" except as revised pursuant to this Paragraph. The Conceptual Site Plan may be revised by Developer from time to time without the consent of the CRA, provided, however, that any change to the Conceptual Site Plan that would result in a change to any of the Required Elements (hereinafter defined) shall require the approval of the CRA, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer may increase the units or commercial or residential square footage without the consent of the CRA.

3.2 Development Deadlines. The following events must be completed as set forth herein and evidence of same shall be provided to the CRA upon completion of each event (collectively the "Project Deadlines"). At all times after the Effective Date, the CRA shall cooperate with Developer using good faith and due diligence to facilitate and expedite Developer's satisfaction of the Project Deadlines, which include, without limitation, the Land Use Approvals.

3.2.1. Submission of application to the City for site plan approval within one hundred eighty (180) days from the Effective Date. For purposes of this Section, submission of application shall mean the good faith submittal of a complete application for site plan approval to the City of Boynton Beach, and any later request for information, or rejection or return by the City of Boynton Beach for reasons of technical compliance, shall not be deemed failure of Developer to comply with the requirements of this Section. Developer may extend the deadline for submission of application to the City for site plan approval by no more than

sixty (60) days, subject to prior, written approval of the CRA at the CRA's sole and reasonable discretion.

3.2.2 Developer shall diligently and continuously pursue site plan approval and all other required Land Use Approvals until the same are issued.

3.2.3 Developer shall submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project within one hundred twenty (120) days of obtaining formal site plan approval from the City.

3.2.4 Developer shall provide the CRA with updates on the process of obtaining financing for the Project, together with reasonable documentation, upon the CRA's request therefor. No later than the Closing Date (as defined in the Purchase Agreement), Developer shall provide Adequate Proof of Financial Closing to the CRA.

3.2.5 Commencement of Construction within two (2) years of the Closing Date pursuant to the terms of the Purchase Agreement. Notwithstanding anything to the contrary herein, Developer may extend the deadline for Construction Commencement by one (1) period of twelve (12) months, subject to receipt of written approval from the CRA, which approval shall not be unreasonably withheld, conditioned or delayed provided Developer is using good faith efforts and due diligence to achieve Commencement of Construction.

3.2.6 Developer shall ensure that the groundbreaking ceremony will occur prior to or simultaneously with the Commencement of Construction.

3.2.7 Completion of Construction within thirty-six (36) months of Commencement of Construction; provided, however, Developer shall have the right to extend the deadline for Completion of Construction for one (1) period of twelve (12) months subject to receipt of written approval from the CRA, which approval shall not be unreasonably withheld, condition or delayed provided Developer is using good faith efforts and due diligence to achieve Completion of Construction. After receipt of a temporary certificate of occupancy, Developer shall use good faith efforts and due diligence to obtain a final certificate of occupancy in an expeditious manner. Developer shall obtain a certificate of occupancy for the Project no later than 9.5 years after the Effective Date.

3.2.8 Developer shall ensure that a ribbon cutting ceremony will occur prior to occupancy of the residential portion of the Project.

3.3 Required Project Elements. The Project must include all of the following elements (the "Required Elements").

3.3.1 A rental apartment building including a minimum of 236 rental units subject to the following requirements.

3.3.1.1 The units shall be rented in accordance with the following ratio (regardless of how many units are constructed) (the "Affordability Requirements"):

- Tier One: 3.8% of the total rental units to tenants that earn up to 80% of the AMI;
- Tier Two: 23.1% of the total rental units to tenants that earn up to 100% of the AMI;
- Tier Three: 23.1% of the total rental units to tenants that earn up to 120% of the AMI; and
- Tier Four: the remaining total rental units shall be unrestricted.
- Tier One, Tier Two, and Tier Three units shall be the Restricted Units. If necessary, and if consented to by Developer in Developer's sole and absolute discretion, the total rental units and Affordability Requirements may be adjusted as may be required in order to meet the minimum code requirements of the City of Boynton Beach's Workforce Housing Program, provided that at no time shall the sum of Tier One, Tier Two and Tier Three units be less than 50% of the total rental units.
- The units shall be rented to tenants in compliance with fair housing laws. Developer shall not segregate units based on income levels. When not in contravention of such laws, Developer will not designate all affordable unit to be in the same Tier and will attempt to designate a variety of unit types as affordable units.

3.3.1.2 On the date of the Financial Closing, the Developer will record a Restrictive Covenant containing the Affordability Requirements (the "Restrictive Covenant"), which shall remain in effect for the Restricted Units for a period of 15 years following Completion of Construction (the "Initial Affordability Term"). At the conclusion the Initial Affordability Term, the Restricted Units subject to the Restrictive Covenant shall reduce from 50% of the total rental units to 30% of the total rental units (in the same tier proportion as set forth in Section 3.3.1.1 hereof) for an additional 15-year period (30 years total following Completion of Construction). The Restrictive Covenant shall also provide that 10% of the Restricted Units (in the same tier proportion as set forth in Section 3.3.1.1 hereof) shall remain subject to the Affordability Requirements in perpetuity. The Restrictive Covenant shall be in a form approved by the CRA and Lender.

3.3.2 A minimum of 16,800 square feet of commercial space (e.g. restaurant, retail and office).

3.3.3 A minimum of 150 public parking spaces in addition to the parking spaces Developer reasonably calculates Developer will require for the commercial and residential portions for the Project, which shall be located in a parking garage to be constructed by Developer and which shall remain open to the public in perpetuity pursuant to a lease agreement to be executed between the Parties, (the "CRA Spaces"), in a form substantially similar to the lease attached hereto as Exhibit "D." Although the CRA Spaces are separate from the parking spaces that are designated for the residential and commercial uses, and shall not be designated by Developer for association with the residential or commercial uses, the CRA Spaces shall be included in the calculation of determining the total number of parking spaces required for compliance of the residential and commercial uses with the minimum code requirements of the City of Boynton Beach.

Section 4. Public Benefits. Developer shall comply with the following Requirements.

4.1. Job Fairs, and Apprenticeship. Prior to and/or during the construction of the Project, Developer shall use commercially reasonable efforts to:

- Host two (2) job fairs, between Commencement of Construction and Completion of Construction, at a venue within the City of Boynton Beach;
- Participate in job fairs within 15 miles of the City when notified of such job fairs by CareerSource Palm Beach County or such other entity as the CRA may designate from time to time;
- Include requirements in all contracts with contractors that the contractors use commercially reasonable efforts to participate in an apprenticeship program; and
- Provide documentation evidencing satisfaction of these requirements upon request by the CRA and as part of the Annual Performance Report (hereinafter defined).

4.2. Green Building. Developer will achieve a minimum National Green Building Standards (NGBS) Bronze certification for the residential building. Evidence of the NBGS Bronze certification shall be submitted to the CRA within twelve (12) months following Completion of Construction. Developer will analyze the feasibility of using the chilled water services offered by the District Energy Facility located in the Town Square complex.

4.3 Green Wall. Developer shall use commercially reasonably efforts to incorporate a green wall into the wall of the parking garage associated with the Project consistent with City code.

4.4 Electric Vehicle Charging Stations. Developer shall install provisions to accommodate a minimum of two (2) electric vehicle charging stations of charging type Level 2 or higher, in the CRA Spaces, and in addition, Developer shall install conduit (pipe) to allow the CRA to install additional electric vehicle charging stations in up to 15 of the other CRA Spaces, the specific number and location of spaces to receive such conduit to be mutually agreed to by the Parties prior to finalization of construction plans for the parking associated with the Project.

Section 5. Certification Requirements.

5.1 Annual Performance Report. Commencing upon the Effective Date, Developer shall annually provide the CRA with an Annual Performance Report for the Project certifying Developer's compliance with the requirements of this Agreement and the Purchase and Development Agreement and, as applicable upon Completion of Construction, evidencing that Developer has paid all property taxes for the Property for the preceding year. Such report must be submitted to the CRA no later than the last day of April for the preceding year and must meet all requirements for the Annual Performance Report contained in this Agreement. Further, Developer shall, at any time requested by the CRA but not less than once per calendar year, appear before the CRA Board and provide any information requested regarding the Project.

5.2 The following are conditions precedent to the CRA's annual disbursal of Tax Increment Revenue pursuant to this Agreement:

5.2.1 Developer must have timely provided its Annual Performance Report, providing evidence of compliance with the requirements of this Agreement and evidencing that Developer has paid all property taxes for the preceding year; and

5.2.2 A finding by the CRA Board that the Annual Performance Report submitted by Developer is consistent with the requirements of this Agreement, which finding shall not be unreasonably withheld, conditioned or delayed; and

5.2.3 The CRA has actually received Tax Increment Revenues from the Project on the Property subsequent to the Base Year and the Completion of Construction; and

5.2.4 Developer is not in material default beyond any applicable notice and cure period under any terms or provisions of this Agreement. Developer shall not be entitled to any Tax Increment Revenue payments for such calendar year if the Developer has failed to meet its obligations under this Agreement or is otherwise in material default beyond any applicable notice and cure period under the terms of this Agreement and has failed to sufficiently cure the default as provided for herein after appropriate notice of such default has been given. There is no obligation by the CRA to disburse the Tax Increment

Revenue during any period of default by the Developer, provided that, once a default is cured, Developer shall receive its Tax Increment Revenue for the remainder of the TIR Term, provided Developer is not in default under this Agreement.

Section 6. Tax Increment Revenue.

6.1 Formula and Term.

6.1.1 The CRA hereby agrees to pledge and assign to Developer pursuant to the terms of this Agreement, an annual amount which equals ninety-five percent (95%) of the Tax Increment Revenue, for a fifteen (15) year term, not to exceed a total of seven million dollars ($7,000,000.00) ("TIR Cap"), commencing on the last day of the year that all of the following conditions are met ("TIR Term"):

A. The Developer has achieved Completion of Construction;
B. All elements of the Project have been placed on the Tax Roll;
C. The CRA has received Tax Increment Revenue from the Project;
D. The Annual Performance Report is received and found to be sufficient by the CRA, which finding shall not be unreasonably withheld, conditioned or delayed; and
E. Developer is not in default under this Agreement.

Provided the above conditions precedent are satisfied, the CRA shall disburse the Tax Increment Revenue to the Developer as soon as practicable after the CRA receives the Tax Increment Revenue.

6.2 No Prior Pledge of Tax Increment Revenues. The CRA warrants and represents that the Tax Increment Revenue 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.

6.3 Form of Payment. Payment of the Tax Increment Revenue shall be in the form of a CRA check made payable to the Developer. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Developer, either wholly or in part, and no payment shall be construed to relieve Developer of obligations under this Agreement or to be an acceptance of faulty or incomplete rendition of Developer's obligations under this Agreement.

Section 7. Notice and Contact. Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or

by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper notice pursuant to this Agreement.

If to CRA, such notice shall be addressed to:

Boynton Beach Community Redevelopment Agency
Attention: Thuy Shutt, Executive Director
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to:

Tara W. Duhy, Esq.
Lewis, Longman & Walker, P.A.
360 S. Rosemary Ave
Suite 1100
West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

BB QOZ, LLC
Attention: Jeff Burns & Nicholas Rojo
613 NW 3rd Ave., Ste. 104
Fort Lauderdale, Florida 33311

With a copy to:

Lance M. Aker, Esq.
Kapp Morrison LLP
7900 Glades Road, Ste 550
Boca Raton, Florida 33434

Section 8. Default. The failure of Developer to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If Developer fails to cure the default within thirty (30) days of notice from the CRA, the CRA may withhold payment of Tax Increment Revenue to Developer due for such calendar year; provided, however, if such default takes longer than thirty (30) days to cure, such cure period shall be extended until the Developer cures such default provided that the Developer is using good faith efforts to effectuate such cure in a diligent manner and such cure can be completed within the same calendar year. A default under this Agreement shall not terminate this Agreement, but payments of the Tax Increment Revenue to Developer shall not re-commence until such default is cured.

Section 9. Termination. This Agreement shall automatically terminate: 1) upon the last disbursement of Tax Increment Revenue due to Developer pursuant to the terms of this Agreement; 2) upon the expiration of the 15-year TIR Term, or 3) if Developer fails to Commence Construction or Complete Construction of the Project as required herein (unless such time period is extended by the CRA or this Agreement is assigned to Lender pursuant to the terms of this Agreement).

Section 10. Miscellaneous Provisions.

10.1. Waiver. The CRA shall not be responsible for any property damages or personal injury sustained by Developer from any cause whatsoever related to the development of the Project, whether such damage or injury occurs before, during, or after the construction of the Project or the term of this Agreement, except if caused by the gross negligence or willful misconduct of the CRA. Except as set forth in the foregoing sentence, Developer 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 Developer.

10.2. Indemnification. Developer 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 or other 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 Developer. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Developer 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.

10.3. Assignment. This Agreement may only be assigned in its entirety. Prior to Completion of Construction, this Agreement may only be assigned by Developer to an entity that is managed by Developer's key principals, Jeff Burns and Nicholas Rojo, or Lender pursuant to Developer's loan documents with Lender, and provided that any assignee hereto shall specifically assume all of the obligations of the Developer under this Agreement. Such assignment may be made without further consent of the CRA; however, Developer shall provide notice to the CRA within 30 days of such assignment. After Completion of Construction, provided Developer is not in default under this Agreement, this Agreement may be assigned by Developer to any third party with the consent of the CRA, which consent shall not be unreasonably withheld, conditioned, or delayed, provided however, that such assignment shall not be effective unless (a) the Developer delivers written

notice to the CRA at least thirty (30) days prior to the assignment, (b) the third party assignee demonstrates to the reasonable satisfaction of the CRA that the balance of the Tax Increment Revenue is required to maintain the Affordability Requirements, and (c) the assignee shall specifically assume all of the obligations of the Developer under this Agreement. Notwithstanding the foregoing, in the event Lender takes possession of or becomes the record owner of the Property, this Agreement shall be automatically assigned to Lender upon receipt by the CRA of written notice by Lender that it desires, in Lender's sole and absolute discretion, to be assigned this Agreement and to assume all of the rights and obligations of the Developer under this Agreement. The notice must be received within 90 days of Lender taking possession of or becoming the record owner of the Property.

10.4. 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. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA or the Developer, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer.

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

10.6. No Partnership, Etc. Developer 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 Developer is an independent contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance under this Agreement.

10.7. Public Records: The CRA is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Specifically, the Developer shall:

a. Keep and maintain public records required by the CRA to perform the public services provided for 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 this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer 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 Developer or keep and maintain public records required by the CRA to perform the service. If Developer transfers all public records to the public agency upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or SHUTTT@bbfl.us.

10.8. 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.

10.9. 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.

10.10. 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.

10.11. 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.

10.12. 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.

10.13. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

10.14. Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of Developer contained in this Agreement.

10.15. Compliance with Laws. In its performance under this Agreement, Developer shall comply with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations enacted as of the Effective Date.

10.16. Survival. The provisions of this Agreement regarding public records, indemnity, parking, Affordability Requirements, and waiver shall survive the expiration or termination of this Agreement and remain in full force and effect.

10.17. Minor Modifications. The CRA Executive Director, shall administratively amend this Agreement (without requirement of CRA board approval) as may be reasonably required by the Lender, provided that such amendment does not pertain to or impact any material term of this Agreement and is for the purpose of complying with Lender requirements in order to effectuate Financial Closing. If any required amendment by the Lender would have a material effect on the terms and conditions set forth in this Agreement, then such amendment shall require CRA board approval, not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, the term "material term" shall include all terms and provisions in Sections 3, 4, 5, 6, 8, 9, 10.1, 10.2, 10.3, 10.4, 10.7, 10.16, 10.17, and 10.18, (including all subsections thereunder), and any other term reasonably

deemed material by the CRA Attorney at the time such request for amendment is made.

10.18. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, or the other Party. Events of Force Majeure shall extend the period for the performance of the obligations for a period equal to the period(s) of any such delay(s). All terms contained herein shall be subject to Force Majeure.

10.19. Computation of Time – Any referenced herein to time periods which are not measured in Business Days and that are less than six (6) days shall not include Saturdays, Sundays, and legal holidays in the computation thereof. Any period provided for in this Agreement which ends on a Saturday, Sunday, or legal holiday shall extend to 5 p.m. on the next full Business Day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the computation thereof. For purposes of this Agreement, Business Days shall mean Monday through Friday but shall exclude state and federal holidays.

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[DEVELOPER SIGNATURE ON FOLLOWING PAGE]

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

WITNESS

_____
Print Name: _____

BB QOZ, LLC,
a Florida limited liability company

By: _____

Printed Name: _____
Title: _____

_____
Print Name: _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **BB QOZ, LLC**, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of **BB QOZ, LLC**, for the use and purposes mentioned herein and that the instrument is the act and deed of **BB QOZ, 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 ____ day of _____, 2022.

_____
My Commission Expires: Notary Public, State of Florida at Large

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

_____

Print Name: _____

By: _____

Ty Penserga, CRA Board Chair

_____

Print Name: _____

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Steven Grant as Board Chair 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 ____ day of _____, 2022.

_____

My Commission Expires: Notary Public, State of Florida at Large

EXHIBIT "A"

PROPOSAL

The proposal submitted by BB QOZ, LLC, a Florida limited liability company, with a business address of 613 NW 3rd Ave., Suite 104, Fort Lauderdale, Florida 33311, in response to the *Request for Proposals and Developer Qualifications for the 115 N. Federal Highway Infill Mixed-Use Redevelopment Project* ("RFP") issued by the CRA on July 23, 2021, which proposal was accepted by the CRA Board on November 30, 2021, is hereby incorporated herein by reference as if fully set forth. A copy shall be maintained at the offices of the Boynton Beach Community Redevelopment Agency, and upon dissolution of the same, a copy shall be maintained by the City of Boynton Beach.

EXHIBIT "B"
PROPERTY LEGAL DESCRIPTION

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

Physical Address: 529 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060120

Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

EXHIBIT “C”

CONCEPTUAL SITE PLAN

EXHIBIT "C"

Page 1 of 2

NE 4TH STREET

NE 1ST AVENUE

OCEAN BOULEVARD

FEDERAL HIGHWAY

FUTURE BRIGHTLINE TRAIN STATION

FUTURE TRAIN PLATFORM

DEWEY PARK

POOL COURT

RETAIL (3,500 SF)

MEP

AMENITY (6,600 sf)

LOADING/ TRASH ROOM

LOADING ZONE 12'X35'

GATE

PRIVATE RESIDENT COURTYARD

LOBBY

PLAZA / COURTYARD

RESTAURANT 2,600 SF (1,600 SF - INDOOR SEATING)

OFFICE (2,600 SF)

OFFICE (3,600 SF)

ARCADE

BRIDGE ABOVE

EBO SIGN

FREE STANDING 8 STORY PARKING GARAGE

PROJECTION SCREEN

BEER GARDEN

RELOCATED HURRICANE ALLEY RESTAURANT/BAR 4,500 GSF (3,000 SF INDOOR SEATING)

TRAILER

LOTS 13 AND 14, BLOCK 1 EXCLUDED

ZONING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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	BY

THE PIERCE

FOR:
AFFILIATED DEVELOPMENT
LOCATED AT:
BOYNTON BEACH, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS
ARCHITECTURE & PLANNING
MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 275-9911

DRAWN	
DATE	01/29/2021
SCALE	AS SHOWN
JOB NO.	2024.PRJ
SHEET TITLE:	SITE PLAN
SHEET NUMBER:	SP-1

THE PIERCE

Exhibit "C"

Page 2 of 2

Proposal Concept: Residence Site Plan Overview

AFFILIATED DEVELOPMENT

EXHIBIT "D"

DRAFT PARKING LEASE

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), is made and entered into this ____ day of _____, 2022, by and between BB QOZ, LLC, a Florida limited liability company, ("Landlord"), and The Boynton Beach Community Redevelopment Agency (BBCRA), a public agency created pursuant to Chapter 163, Part III of the Florida Statutes ("Tenant").

WITNESSETH:

WHEREAS, the Landlord has a contract to purchase property generally located at: (i) 508 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435; (ii) NE 4th Street, Boynton Beach, Florida 33435; (iii) NE 1st Avenue, Boynton Beach, Florida 33435; (iv) 115 N. Federal Highway, Boynton Beach, Florida 33435; (v) 511 E. Ocean Avenue, Boynton Beach, Florida 33435; (vi) 515 E. Ocean Avenue, Boynton Beach, Florida 33435; and (vii) 529 E. Ocean Avenue, Boynton Beach, Florida 33435, all of which are located within the corporate limits of the City of Boynton Beach, as more particularly described by the legal description attached hereto as **Exhibit A** (collectively the "Property"); and

WHEREAS, the Landlord intends to construct a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with a minimum of 236 rental units available to various affordability ranges, a minimum of 16,800 square feet of commercial space (e.g. restaurant, retail, and office), and 150 designated public parking spaces in the Parking Garage (hereinafter defined) (the "Project"); and

WHEREAS, Tenant has provided property valued at approximately $5.51 million in exchange for the dedicated parking; and

WHEREAS, the Landlord and the Tenant have entered into a Tax Increment Revenue Funding Agreement and Purchase and Development Agreement (other Agreements) wherein the Tenant is providing certain economic development incentives to develop the Project; and

WHEREAS, the Tenant recognizes the positive impact that the Project will bring to the City of Boynton Beach including the provision of additional parking facilities; and

WHEREAS, the Landlord and Tenant desire to enter this Lease to provide 150 parking spaces located in the Parking Garage, in addition to the parking spaces Landlord reasonably calculates Landlord will require for the commercial and residential portions for the Project, for the use by the general public for enhancement of the downtown in furtherance of Tenant's 2016 Community Redevelopment Plan, as set forth below; and

WHEREAS, this Lease does not impact or affect City of Boynton Beach Parking Code requirements; however Tenant will not object to Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the residential and commercial uses of the Project with the minimum code requirements of the City of Boynton Beach; and

WHEREAS, the Tenant, as the BBCRA, has determined and hereby finds that this Lease promotes economic development in the CRA Area and, as such, is in the best interests of the BBCRA and furthers the 2016 Boynton Beach Community Redevelopment Plan.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the sufficiency of which is acknowledged by both parties, the Landlord and Tenant covenant and agree as follows:

1. Incorporation. The recitals above are hereby incorporated herein as if fully set forth.

2. Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described parking spaces (the "Parking Spaces") to be utilized exclusively by Tenant for the Permitted Use (as defined in Section 14 below):

The one hundred fifty (150) parking spaces shall be located within the parking structure to be constructed to be constructed at NE 4th Street, Boynton Beach, Florida 33435 and NE 1st Avenue, Boynton Beach, Florida 33435 (the "Parking Garage") in the locations designated as "Parking Spaces" on **Exhibit B** attached hereto and made a part hereof. The location of the Parking Spaces may not be changed by Landlord without the prior written consent of the Tenant, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant take into consideration whether such location change will negatively impact public access and the number of times the location has been changed. Landlord shall provide notice to Tenant at least 14 days prior to the Parking Spaces being relocated, and Landlord shall bear the actual, reasonable and verifiable costs (excluding any Tenant overhead costs), if any, of relocating the Parking Spaces, including any costs associated with moving parking meters, electric vehicle chargers, or other similar items. Landlord shall not move Tenant in any manner that will reduce Tenants ability to use parking meters, provide electric vehicle chargers, or other similar items. At no time shall the total Parking Spaces be less than one hundred fifty (150), and Landlord shall use commercially reasonable efforts to keep the Parking Spaces generally contiguous. At no time shall the Parking Spaces be located on any level higher than level 3 of the Parking Garage, except as may be set forth on the approved site plan for the Project and with the consent of Tenant. Tenant and the general public shall be entitled to use the Parking Spaces 24 hours a day, 7 days a week, every day of the year (the "Business Hours"). Tenant and the general public shall also have the right to utilize on a non-exclusive basis, together with any other users of the Parking Garage, restroom facilities (if any exist) of the Parking Garage, as well as the common areas located only on the floors of the Parking Garage where the Parking Spaces are located, for their intended purposes consistent with the Permitted Use so long as such use shall not unreasonably interfere with the use of such areas by Landlord or other users of the Parking Garage. The use by Tenant and the general public of the Parking Spaces shall be subject to the terms and conditions of this Lease and Tenant shall require the general public to abide by the applicable rules and regulations governing use of the Parking Garage. Tenant or its agents shall have the right to immediately remove, or cause to be removed, any unauthorized car or vehicle parked in the Parking Spaces without any liability and without any advance notice to Landlord.

If Landlord later determines that Landlord's (or other Project tenants') intended use of the parking garage requires additional spaces, Landlord may request to allocate some of the Parking Spaces towards such intended use. Tenant has sole and absolute discretion as to whether to approve or deny such request, in whole or in part, and may place conditions on such use. It is anticipated that in the event Tenant approves such request, Tenant will nonetheless retain the ability to use those reallocated parking spaces during events hosted or supported by Tenant. Tenant shall not pay Rent on any spaces that have been reallocated.

3. Term; Construction of Parking Garage; Definitions.

(a) The term of this Lease (the "Term") shall be twenty-five (25) years, with three (3) automatic 25-year extensions unless earlier terminated by Tenant pursuant to written notice to Landlord at least 4 weeks prior to termination. The Term shall commence on the date that Landlord and Tenant mutually agree in writing that Tenant (and the public) may begin occupying the Parking Spaces, which date shall not occur before construction of the Parking Garage has been substantially completed (as defined below) and the public may begin accessing the Parking Spaces (the "Lease Commencement Date").

(b) The Parking Garage shall be constructed by the Landlord in accordance with the permitted set of plans for which a building permit is issued by the appropriate governing authority, which

plans shall be based upon the Parking Garage Floor Plan attached hereto as **Exhibit B**. In the event of any conflict between this Lease (including **Exhibit B)** and the permitted set of plans, the permitted set of plans shall govern and control. Landlord shall provide notice to Tenant of any significant changes to the Parking Garage Floor Plan from what is depicted in **Exhibit B**.

(c) The term "substantially completed" shall mean and refer to the date a temporary certificate of occupancy or certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage.

(d) The "Effective Date" of this Lease is the date after it has been fully executed by Landlord and Tenant.

4. Base Rent. The property provided by Tenant valued at approximately $5,510,000, together with Tenant's compliance with the terms and conditions of this Lease, shall constitute sufficient consideration for Tenant's use of the Parking Spaces during the term of this Lease. Consequently, for the purposes of this Lease, the term "Base Rent" shall be understood to be rent in the amount of $0.00, but the $0.00 amount of rent shall not affect the validity of this Lease.

5. Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent and include applicable sales tax (unless exempt) ("Additional Rent"). In addition to Base Rent, as set forth in Section 4 above, Tenant shall be obligated to pay, as Additional Rent, Tenant's Percentage Share (as defined in Section 6, below) of Operating Expenses (as hereinafter defined), plus applicable sales tax (unless exempt), to be a set rate established once per year, which shall be subject to reconciliation as set forth in Section 6 hereof. For the first (1st) year of the Term, the amount of Operating Expenses paid by Tenant shall not exceed fifty dollars ($50.00) per space per month (the "Operating Expense Cap"). The Operating Expense Cap shall increase by the increase in the Consumer Price Index for All Urban Consumers published by the U. S. Bureau of Labor Statistics annually, and the Operating Expense Cap shall terminate and be of no further force and effect at the expiration of the twentieth (20th) year of the Term. Any increase in rent will become effective October 1, provided however that in order for such increase to be effective, Landlord will provide Tenant notice of the increased rental rate no later than April 1 of that year. In no instance may the Landlord increase the Rent more than one per year. For the purposes of this Lease, "Operating Expenses" shall mean all reasonable actual costs and expenses solely and directly attributed to and incurred by Landlord in owning, maintaining, insuring, and repairing the Parking Garage, including, without limitation, all common areas thereof after the Lease Commencement Date, which costs and expenses shall include, but shall be limited to, security, parking systems, cleaning, trash collection and disposal, utilities, maintenance and repairs of all elements of the Parking Garage, pest control, fire safety systems, all insurance costs incurred by Landlord with respect to insurance policies maintained by Landlord with respect to the Parking Garage, industry standard management fees, license fees, maintenance, repair and operational supplies, the costs of fabricating, installing and maintaining signage, landscaping, administrative and industry standard professional costs, permitted capital expenditures, industry standard repair and replacement reserves in connection with any of the foregoing items and ad valorem and non-ad valorem real estate taxes, assessments and fees attributable to or otherwise applicable to the Parking Garage. Operating Expenses do not include salary, benefits, or bonuses of Landlord's employees or officers; or other expenses not directly related to the operation of the Parking Garage. In the event any surcharge or regulatory fee is at any time imposed by any governmental authority for parking spaces within the Parking Garage, Tenant shall pay Tenant's Percentage Share (as defined below) of such surcharge or regulatory fee to Landlord as Additional Rent, payable as set forth in this Section 5. Notwithstanding the foregoing, Tenant shall pay one hundred percent (100%) of the costs and expenses solely and directly related to the Parking Spaces only (as opposed to costs and expenses that relate to the Parking Garage generally, which are billed as Operating Expenses), including, but not limited to, parking meters or parking systems (such as pay

stations or pay-by-phone stations), electrical vehicle charging stations, signage and safety monitoring specific to the Parking Spaces.

6. Payment of Additional Rent; Tenant's Percentage Share. Additional Rent (together with applicable sales tax unless exempt) shall be due and payable Payment shall be made on a monthly basis on or before the first (1st) day of each calendar month throughout the duration of the Term, without notice, demand, setoff or deduction and made payable to Landlord at the address provided in Section 7, which may change from time to time. If any payment due from Tenant shall remain overdue thirty (30) days after the due date, the payment due plus administrative charges shall bear interest at the rate of ten percent (10%) per annum. If any check given to Landlord for any payment is dishonored for any reason whatsoever attributable to Tenant, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees. The term "Rent" when used in this Lease shall include Base Rent and all forms of Additional Rent. For the purposes of this Lease, Tenant's Percentage Share shall be deemed to be a fraction, the numerator of which is the number of Parking Spaces (150 parking spaces), and the denominator of which shall be the total number of parking spaces within the Parking Garage (estimated to be 545 parking spaces) Landlord estimates that Tenant's Percentage Share will be approximately 27.52%, as may be adjusted based on the total number of parking spaces within the Parking Garage pursuant to the building permit for the Parking Garage. The parties agree that the estimated number of parking spaces and estimated percentage described in the previous sentence are not binding are intended only to provide an example of how Tenant's Percentage Share shall be calculated. After each year of the Term, Landlord shall provide Tenant with a reasonably detailed statement of the actual Operating Expenses for the prior year and Tenant's actual Percentage Share. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that the Landlord shall receive the entire amount actually owed by Tenant for Tenant's Percentage Share of the Operating Expenses for the prior year up to the amount of the Operating Expense Cap, but shall not exceed the amount of the Operating Expense Cap. Tenant shall receive a credit for any overpayments for the year on the next payment of the Additional Rent. Any payment adjustment owed by Tenant to Landlord will be due with the next payment of the Additional Rent. Tenant waives and releases any and all objections or claims relating to the actual Operating Expenses for any calendar year unless, within sixty (60) days after Landlord provides Tenant with the notice of the actual Operating Expenses, Tenant provides Landlord notice that it disputes the actual Operating Expenses. If Tenant disputes the actual Operating Expenses, Tenant shall continue to pay the Additional Rent in question to Landlord in the amount provided in the Operating Expenses (if a reoccurring expense) pending resolution of the dispute. Such dispute shall be resolved by hiring an independent auditor, whose fees shall not be on a contingency basis and whose fees shall be paid by Tenant, unless the audit discloses that Landlord's Operating Expense calculation was incorrect by more than seven percent (7%), in which case Landlord shall pay the cost of the independent auditor.

7. Notice. Any notice under the terms of this Lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postage-paid envelope or via express courier or other nationally recognized overnight delivery service and sent to the address(es) as set forth below:

If to Landlord: BB QOZ, LLC
c/o Affiliated Development
613 NW 3rd Ave., #104
Ft. Lauderdale, Florida 33311
Attention: Jeffrey Burns

With a copy to:	Kapp Morrison LLP 7900 Glades Rd., Suite 550 Boca Raton, Florida 33435 Attention: Lance Aker
If to Tenant:	Boynton Beach Community Redevelopment Agency Attn: CRA Director 100 East Ocean Avenue 4th Floor Boynton Beach, Florida 33435
With a copy to:	City of Boynton Beach, Florida Attn: City Manager 100 East Ocean Avenue Boynton Beach, Florida 33435

The address of either party may be changed upon giving at least fifteen (15) days' advance written notice of that change to the other party.

8. Landlord Rights. Landlord shall have the right to block off any or all of the Parking Garage, including the Parking Spaces, for purposes of repair or maintenance of the Parking Spaces. At no time will Landlord block of any Parking Spaces for more than ten (10) days without the prior written consent of Tenant, except as reasonably required to complete repair or maintenance of the Parking Spaces. Except in emergency circumstances, Landlord shall provide Tenant with not less than three (3) days' advance notice of the foregoing if Tenant's or the general public's access to the Parking Spaces will be prevented. Landlord shall have the unrestricted and exclusive right to utilize all parking spaces located within the Parking Garage other than the Parking Spaces ("Landlord's Parking Areas"). Tenant shall have no right to park within or utilize any portion of Landlord's Parking Areas. Landlord or its agents shall have the right to immediately remove, or cause to be removed, any car or vehicle of Tenant that may be parked in Landlord's Parking Areas, without any liability and without any advance notice to Tenant. Notwithstanding anything to the contrary set forth herein, Tenant hereby acknowledges and agrees that Landlord and its agents, employees, contractors, tenants, and licensees (collectively, the "Landlord Parties"), shall retain and have the unrestricted right to reasonably utilize those portions of the Parking Garage located around, adjacent to and surrounding the Parking Spaces, including without limitation, drive isles, ramping, pedestrian and handicap accessibility areas, back of house areas, stairwells, elevators and all other areas outside of the individual parking stalls for the Parking Spaces (collectively, the "Access Areas") for the purpose of vehicular and pedestrian ingress and egress to and from Landlord's Parking Areas so long as such use does not prevent access to the Parking Spaces. The Access Areas shall not include any area of the Parking Spaces. Tenant acknowledges and agrees that the foregoing right of the Landlord and Landlord Parties to reasonably utilize the Access Areas shall be irrevocable and remain in full force and effect throughout the duration of the Term (as the same may be extended) and Tenant shall have no right to claim constructive eviction by virtue of the Landlord's reasonable utilization of the Access Areas, notwithstanding the fact that such Access Areas may be located in close proximity to the Parking Spaces. Except as provided herein, Landlord shall include a provision in its residential leases prohibiting such tenants from parking within the Parking Spaces or otherwise use the Parking Spaces unless payment of the parking fees are made at the same rate as the general public utilizing the Tenant's Parking Spaces.

9. Landlord Covenants and Obligations. Landlord covenants that: (a) prior to the Lease Commencement Date, it will have fee title in the land of which the Project and Parking Garage will be substantially completed; and (b) upon performing all of its obligations hereunder, Tenant and general public

shall have access to the Parking Spaces and Access Areas for the Term (including any extension thereof) of this Lease, subject, nevertheless, to the terms and conditions of this Lease.

Except as specifically required herein of the Tenant with regards to the Parking Spaces, Landlord shall operate, manage, equip, light, repair and maintain, in a reasonably clean and safe manner, the Parking Garage, Parking Spaces and Access Areas and all facilities and fixtures, including without limitation roof, walls, ramps, electrical installations, elevators, fire and related alarms, lighting, landscaping, and doors in working condition and repair necessary for their intended purposes in a manner comparable to other similar parking garages in Palm Beach County, Florida, the cost of which maintenance, repairs and replacements shall be included in the Operating Expenses. The foregoing shall also include the Landlord providing janitorial services, waste and recycling removal, and pest control services throughout the Parking Garage, which service costs shall be included in the Operating Expenses. If a repair is needed within the Parking Garage, Tenant shall notify the Landlord in writing of the need for the repair, which notice Landlord shall acknowledge within three (3) business days of receipt of same, and Landlord shall use good faith to complete such repair in a timely manner, and the cost of such repair shall be included in the Operating Expenses. Notwithstanding anything to the contrary herein, Tenant shall promptly repair any damage to the Parking Spaces or Parking Garage caused by the Tenant or Tenant's agents, employees, contractors, licensees or invitees, at Tenant's sole cost and expense.

Landlord may, in its sole and absolute discretion, restrict the size, location, nature or use of the Access Areas as those Access Areas exist at the Lease Commencement Date.

Landlord shall be responsible for paying all utilities at the Parking Garage as of the Lease Commencement Date including without limitation water, sewer, stormwater, gas, solid waste and electricity for the Parking Garage, to the extent such utilities serve the Parking Garage, with Tenant paying to Landlord Tenant's Percentage Share of the utilities as Additional Rent when due. Tenant shall be responsible for paying all utilities exclusively necessary or separately metered for the Parking Spaces and management of the same (e.g., Tenant shall be responsible to install and pay for any electrical charges for parking meters it installs, including the cost of all power requirements necessary to service the electric vehicle charging stations). Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any Landlord utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord in its sole and absolute discretion.

10. Landlord's Liability. All Tenant's personal property placed or moved in the Parking Garage shall be at the Tenant's risk or the owner's risk thereof. Landlord shall not be liable for any damage to Tenant's personal property, or any other person's personal property, including, but not limited to, lost or stolen items, occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by the Landlord's willful intent or grossly negligent acts or omissions.

11. Insurance. Tenant shall, at its cost, procure and maintain and keep in force at all times thereafter during the Term the following insurance with respect to the Parking Spaces: (a) Commercial General Liability Insurance with contractual liability coverage for the Parking Spaces a single limit of $1,000,000 per occurrence; (b) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; (c) automobile liability insurance covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than $1,000,000 combined single limit for property damage and bodily injury; and (d) such other insurance as Landlord or any mortgagee may reasonably require and which is permitted by law. Prior to the Lease Commencement Date, Tenant shall deliver to Landlord copies of the aforementioned policies. Landlord shall maintain for the Term of this Lease (and any extension thereof) such insurance as is reasonably necessary and consistent with the insurance coverage provided by the owners of similar parking garages in Palm Beach County,

Florida, to provide coverage for the Landlord' operation and management of the Parking Garage and obligations as stated herein.

12. Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant fails to cure Tenant's breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; (c) Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant which is not otherwise dismissed within thirty (30) days of its filing; (d) Tenant transfers or assigns this Lease or subleases any of the Parking Spaces in violation of this Lease; (e) Tenant violates any of the Rules set forth in Section 22, as the same may be amended or modified from time to time, and thereafter fails to cure such violation within thirty (30) days after receipt Landlord's notice thereof; or (f) Tenant uses the Parking Spaces and/or the Parking Garage for any reason other than the Permitted Use (as defined in Section 14, below) and Tenant fails to cease such use within thirty (30) days receipt of Landlord's notice thereof. Notwithstanding anything to the contrary, in the event any Event of Default necessitates emergency action as reasonably determined by Landlord, then the foregoing 30-day time period shall not apply and Landlord shall have the option (but not the obligation) to immediately cure such Event of Default.

Each of the following shall be an "Event of Default" under this Lease: (a) Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant.

If the Tenant's or Landlord's Event the Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter diligently proceeds with the curing of the default.

13. Remedies. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may:

(a) Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Tenant to Landlord within thirty (30) days of rendition of a bill or statement to Tenant therefor together with reasonable supporting documentation).

(b) Cure such Event of Default, and if Tenant, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Landlord to Tenant within thirty (30) days of rendition of a bill or statement to Landlord therefor (together with reasonable supporting documentation).

Notwithstanding anything to the contrary set forth above, all rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity.

14. Permitted Use.

(a) Tenant may use the Parking Spaces only for the parking of cars, motorcycles and other ordinary passenger vehicles (including pick-up trucks, vans and sport utility vehicles) by members of the general public, by Tenant and by the City of Boynton Beach, and Tenant may charge the general public

for said parking (the "Permitted Use"). The City of Boynton Beach's and Tenant's use of the Parking Spaces to store or deploy vehicles in and from the Parking Garage during hurricanes, weather events, and other emergencies shall be considered part of the Permitted Use. Tenant shall have the right to determine the time(s) and manner in which the Parking Spaces may be used. In no event shall Tenant cause or permit the City of Boynton Beach to park any vehicles owned or maintained by the City of Boynton Beach within the Parking Garage which are used in connection with the City of Boynton Beach's transportation or storage of any Hazardous Materials (as defined below). In no event shall Tenant use or promote the use of the Parking Spaces for any use or purpose other than the Permitted Use. Along with the use of the Parking Spaces, subject to the terms and conditions of this Lease and the reasonable rules and regulations promulgated by Landlord, Landlord hereby grants Tenant and its agents, employees, contractors, guests, tenants, licensees, invitees, and customers (collectively, the "Tenant Parties"), at no cost or expense to any of the foregoing parties, the non-exclusive right to utilize the Access Areas. Landlord acknowledges and agrees that the foregoing right of the Tenant and Tenant Parties to reasonably utilize the Access Areas shall remain in full force and effect throughout the duration of the Term (as the same may be extended). Tenant represents and warrants to Landlord that throughout the duration of the Term of this Lease, Tenant shall: (i) use its commercially reasonable efforts and good faith to monitor and control the Parking Spaces to ensure that the Parking Spaces are being utilized solely for the Permitted Use; (ii) not interfere with or diminish the use of the Parking Garage by the Landlord or any Landlord Parties or others properly utilizing the Parking Garage; (iii) take commercially reasonable measures to prohibit littering, loitering, any unauthorized signage/postings, loud music, unauthorized sale of goods, unauthorized disposing of food or garbage, and unauthorized storage of any vehicle or personal property (other than may be approved by Landlord in writing) within the Parking Spaces or Access Areas; and (iv) adopt and implement enforcement measures in furtherance of the foregoing, consistent with the terms and conditions of this Lease; provided that, the Tenant shall not have and shall not be required to have any person on site to comply with the foregoing. For the purposes of this Section 14, "Hazardous Materials" shall mean any petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, mold, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "toxic substances," "pollutants," "contaminants" or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any applicable legal requirements relating to the injury to, or the pollution or protection of human health and safety or the "environment" (which term shall mean any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments, and biota). For the avoidance of doubt, the parking of cars, motorcycles and other ordinary passenger vehicles that are not used to transport Hazardous Materials shall not be deemed a breach of this Section 14.

(b) Anything in this Lease to the contrary notwithstanding, this Lease, including but not limited to the obligations as to Parking Spaces being designated for use by the public, does not affect or impact the Parking Code requirements of the City of Boynton Beach. Without limiting the generality of the foregoing statement, it is acknowledged, understood and agreed that Tenant will not object to the Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the Project with the code requirements of the City of Boynton Beach.

15. Liens. The interest of Landlord in the Parking Spaces and the Parking Garage shall not be subject in any way to any liens for any work, materials, improvements or alterations to the extent such work, materials, improvements or alterations are furnished or made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Parking Spaces or the Parking Garage for work, materials, improvements or alterations claimed to have been furnished to, or made by Tenant, Tenant shall cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within forty-five (45) days after notice to

Tenant. The foregoing shall not apply to work, materials, improvements or alterations required to be furnished, made by, or on behalf of the Tenant by the Landlord under the terms of this Lease.

16. Subordination. Tenant agrees to reasonably negotiate and execute a subordination, non-disturbance and attornment agreement with Landlord's first mortgage lender within forty-five (45) days of Landlord's written request of the same. Prior to the Lease Commencement Date, the Tenant agrees to review any request of the Landlord's first mortgage lender to alter a provision herein and, the Tenant's Executive Director, shall administratively amend this Agreement (without requirement of Tenant's Board's further approval) as may be reasonably required by such lender, provided that such amendment does not pertain to or impact any material term of this Lease and is for the purpose of complying with the lender requirements in order to effectuate a financial closing. If any required amendment by the lender would have a material effect on the terms and conditions set forth in this Lease, then such amendment shall require Tenant's Board's approval, not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, the term "material term" shall include all terms and provisions reasonably deemed material by the Tenant's Attorney or Tenant's Board at the time such request for amendment is made.

17. Assignment/Sublet. Tenant shall not assign this Lease or license or sublet all or any portion of the Parking Spaces without the prior written consent of Landlord, which consent will not unreasonably be withheld. Notwithstanding the foregoing, subject to the terms and conditions of this Lease, Tenant shall have the right, without Landlord's prior written consent, to sell individual daily, weekly, or monthly parking passes to the general public for the use of the Parking Spaces for use consistent with the Permitted Use set forth in this Lease (each a "Parking Pass"). Each Parking Pass and all rights of the parties thereunder shall be subject to and subordinate to this Lease. Upon request from Landlord, Tenant shall promptly provide a list of any and all holders of any Parking Pass and the effective period of such Parking Pass. Prior to substantial completion of the Parking Garage, this Lease may be assigned, without the prior written consent of Tenant, by Landlord to an entity that is managed by Landlord's key principals, Jeff Burns and Nicholas Rojo. After substantial completion of the Parking Garage, Landlord shall have the right to assign or sublease this Lease to any third party without the consent of Tenant, provided that such assignment may only be an assignment or sublease of the whole Lease, and notice of such assignment or sublease shall be provided to Tenant within thirty (30) days o same. Tenant may assign this Lease at any time to the City of Boynton Beach without Landlord's prior written consent; provided, however, that Tenant and the City of Boynton Beach shall provide notice of any such assignment. Landlord expressly permits Tenant, at Tenant's sole cost and expense, to engage another entity to manage the Tenant's parking operations (including metering, electric vehicle charging, and other management related to improvements to Parking Spaces).

18. Alterations.

(a) By Landlord. Landlord may modify, alter or change the Parking Garage in any manner or in any fashion as deemed advisable by Landlord, in its sole discretion; provided such modification, alterations or change does not materially and adversely impact the Tenant's access to and/or use of the Parking Spaces or non-exclusive use of the Access Areas. Landlord may place parking identification signs or such other signage as deemed advisable by Landlord, in its sole discretion. All alterations by Landlord must comply with applicable law, Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

(b) By Tenant. Tenant shall not make any improvements, modifications or alterations to the Parking Spaces or the Parking Garage that affect the Parking Garage structure, or the mechanical, electrical, plumbing, utility or fire safety systems in the Parking Garage structure, whether temporary or permanent, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant, at its own expense, may make nonstructural alterations or additions to the Parking Spaces with the consent of Landlord, which consent shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing, subject to the express terms and

conditions set forth below, Tenant shall, at Tenant's sole cost and expense, install certain removable fixtures, such as parking meters, electronic vehicle charging stations, safety monitoring equipment, and signage within the Parking Spaces as deemed reasonably necessary or desirous for Tenant's operation of the Parking Spaces or other signage in the Access Areas in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably delayed (the "Permitted Alterations"). Landlord may withhold its approval to any Permitted Alterations in the event that Landlord reasonably determines that the proposed Permitted Alteration: (i) may impede or otherwise impair Landlord's operation of the Parking Garage or diminish the value of the Parking Garage; (ii) may not be easily removed or may otherwise cause damage or defacement to the Parking Garage upon installation, operation, or removal; (iii) may measurably increase Landlord's liability or insurance premiums for the Parking Garage (unless Tenant agrees to pay such measurable increase); (iv) is otherwise inconsistent with the standards for other similarly situated or comparable parking garages in Palm Beach County, Florida; (v) includes a structural alteration; (vi) includes an exterior change outside the Parking Spaces and Access Areas or change to the exterior of the Parking Garage (except for exterior signage indicating public parking at the Parking Garage in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed); or (vii) is not in compliance with applicable law. Landlord specifically agrees that the installation of parking meters at all Parking Spaces and 17 electric vehicle charging stations by Tenant shall be permitted, and Landlord shall design and construct the Parking Garage to provide the estimated electrical transformer capacity for same. Prior to Tenant's commencement of the installation of any Permitted Alterations, Tenant shall provide Landlord with: (i) plans, specifications, and proposed renderings of the Permitted Alterations; and (ii) Tenant's proposed contractor to be engaged in connection with the installation of the Permitted Alterations. Tenant's plans, specifications, renderings, and proposed contractor shall be subject to Landlord's prior review and approval consistent with the foregoing. All improvements, modifications or alterations by or on behalf of Tenant (including Permitted Alterations) shall be fully coordinated with Landlord and all such improvements, modifications or alterations shall be done in a good and workmanlike manner, lien free, and in accordance with applicable law. Tenant shall keep Landlord reasonably apprised of the status of installation. Any damage to any part of the Project that occurs as a result of any improvements, modifications or alterations by or on behalf of Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord. In all events, prior to the commencement of the installation of any Permitted Alterations or other permitted improvements, modifications, or alterations by or on behalf of Tenant, Tenant's contractor shall provide Landlord with a copy of its insurance policy which shall meet the criteria set forth in Section 11, above, and which shall name Landlord and Landlord's mortgagee as additional insureds and shall be evidenced by endorsement. Tenant, at Tenant's option, shall have the right to remove any and all Permitted Alterations or other permitted alterations, modifications, or improvements made by or on behalf of Tenant and replace same with similar quality, purpose and functionality. Notwithstanding the foregoing, at the time that any Tenant's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall not be permitted to remove any such Permitted Alterations or other permitted alterations, modifications or improvements unless Landlord requires removal thereof; however, at the time that any Landlord's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall have the right to remove any such Permitted Alterations or other permitted alterations, modifications or improvements provided that (i) such right is exercised within forty-five (45) days after the expiration of the applicable cure period and (ii) Tenant repairs any damage caused by such removal and restores the Parking Spaces to the condition that existed prior to the installation of the Permitted Alterations, ordinary wear and tear excepted. In the event Tenant is entitled or required to remove such Permitted Alterations or other alterations, modifications or improvements, then prior to the expiration or earlier termination of the Term (or as may be extended), Tenant, at Tenant's sole cost and expense, shall remove, or cause to be removed, each of the Permitted Alterations or other alterations, improvements or modifications, and repair, or cause to be repaired, all damage resulting therefrom with reasonable wear and tear excepted. Tenant shall cause all Permitted Alterations, as applicable, to be separately metered at Tenant's sole cost and expense, and Tenant shall pay directly to the utility provider all amounts due and payable in connection with the use and installation of such Permitted Alterations, including, without limitation, usage fees, tap-in fees, and meter installation costs. All alterations

by Tenant must comply with Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

19. Holdover Rent. Tenant shall be liable to Landlord for all damages in the event Tenant holds over beyond the expiration of the Term that Landlord may suffer by reason of any holding over by Tenant.

20. Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH OR ARISING FROM THIS LEASE.

21. Broker. The parties each represent and warrant to the other that no real estate broker, salesman, finder or agent was involved in the procurement or negotiation of this Lease.

22. Rules and Regulations. Tenant shall at all times abide by any rules and regulations ("Rules") for use of the Parking Garage, including the Parking Spaces, that Landlord or Landlord's garage operator reasonably establishes from time to time, so long as such rules and regulations do not unreasonably interfere with the Permitted Use of the parking spaces, and otherwise agrees to use the Parking Garage and the Parking Spaces in a safe and lawful manner that does not interfere with or diminish the Parking Garage by Landlord's other tenants. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Garage, including the Parking Spaces, from time to time including any key-card, sticker or other identification or entrance system; provided that, such adoption, modification, and enforcement does not materially and adversely affect Tenant's and the general public's access to the Parking Spaces and Access Areas, materially interfere with the Permitted Use of the Parking Spaces, or materially increase Tenant's Percentage Share unless such modification is required by an applicable law. If the Rules are reasonably posted at the Parking Garage, Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, including the Parking Spaces, and any violation of the Rules shall subject the car to removal from the Parking Garage and the Parking Spaces. If Tenant violates any of the Rules and such violation continues for or is not cured within five (5) days following notice from Landlord then, in addition to all other rights and remedies available to Landlord at law, in equity, and under this Lease, Landlord shall have the right to remove from the Parking Garage, including the Parking Spaces, any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability for any damages caused to such vehicle in connection with such removal.

23. Casualty and Condemnation. If, during the Term (as the same may be extended), the Parking Garage or any portion thereof, including, but not limited to, the Parking Spaces, shall be condemned, taken by eminent domain, materially damaged or destroyed by fire or other casualty, then Tenant shall have the option to terminate this Lease upon written notice to Landlord whereupon this Lease shall immediately terminate and be deemed of no further force and effect and Landlord and Tenant shall be released of all obligations and liabilities arising after such termination (except for such obligations and liabilities expressly identified herein as surviving the termination of this Lease); provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event Tenant does not exercise the foregoing termination option, then Landlord shall forthwith commence to restore the Parking Garage, including the Parking Spaces, to working condition, and during such restoration period Rent shall be wholly abated; provided, however, Landlord shall only be obligated to restore the Parking Garage to the extent that Landlord actually receives insurance proceeds or condemnation awards sufficient to enable such restoration. Regardless of whether Landlord receives such insurance proceeds, if Landlord: (i) fails to restore the Parking Garage within two (2) years after the

occurrence of such casualty; and (ii) Tenant's access to and use of the Parking Spaces is materially and adversely impacted, then Tenant shall have the right to terminate this Lease upon thirty (30) days' notice to Landlord, in which case Landlord shall select one of the following options to compensate Tenant for the loss of public parking: (i) provide 150 spaces within Tenant's jurisdiction and within half of one mile of the Parking Garage; (ii) make payment to Tenant for the cost to Tenant of replacing 150 spaces for the remainder of the Term within Tenant's jurisdiction and within half of one mile of the Parking Garage less the amount of net revenue Tenant has collected from the Parking Spaces (including, without limitation, from parking meters, charging stations or event parking), (iii) with Tenant's consent, transfer ownership of the parcel of property upon which the Parking Garage is/was located to Tenant, or (iv) such other compensation as the parties may mutually agree. If any portion of the Parking Garage (including any fixtures, equipment and personal property therein) or any Parking Space is damaged or destroyed due to any act or omission of Tenant, Tenant shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

24. Binding Effect. This Lease is binding on the parties and their heirs, legal representatives, successors and permitted assigns, subject to the limitations set forth herein.

25. Recitals. The Recitals at the beginning of this Lease are incorporated herein as true and correct statements and binding on the parties.

26. Recording. A memorandum of this Lease may be recorded in the public records of Palm Beach County, Florida.

27. Sales Tax Exemption. Notwithstanding anything to the contrary set forth in this Lease, so long as Tenant obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Landlord contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall be exempted from paying sales tax under this Lease. Tenant shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Landlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Tenant's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, Tenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by Tenant under this Lease for any reason whatsoever, then Tenant shall be liable for all sales taxes due under this Lease and shall promptly remit same to Landlord. Tenant may, upon written notice to Landlord, request that Landlord contest any such taxes, assessments and other charges that Tenant reasonably determines, in its good faith judgment, are not appropriate or applicable Landlord may elect, but shall not be obligated, to accept any request by Tenant to contest such taxes, assessments and/or other charges. In the event Landlord elects to accept Tenant's request, Tenant shall reimburse Landlord for all actual costs and expenses incurred by Landlord in connection with contesting such taxes, assessments and/or other charges on Tenant's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Landlord's written demand therefor. Notwithstanding any pending tax or assessment contest, Tenant shall be obligated to pay, when and as due under this Lease, all taxes, assessments or other charges so contested. Tenant's obligation to pay any taxes, assessments and/or other charges under this Lease shall not be contingent upon the resolution of any such tax contest. Landlord shall provide the Tenant with a credit for all taxes, assessments and other charges which are awarded to Landlord in such tax contest to the extent applicable to Tenant's Percentage Share.

28. Entire Agreement and Severability. This Lease contains the entire agreement between the parties hereto regarding the Parking Garage and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out

of, or in any way connected with this Lease shall be Palm Beach County, Florida. If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to 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 or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

29. Force Majeure. If by reason of Force Majeure, it is impossible for the Landlord or Tenant in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein (except for the payment of monies or Rent), the Landlord or Tenant shall not be deemed in breach of its obligations during the continuance of such Force Majeure event. Such Force Majeure event does not affect any obligations of the Landlord or Tenant other than the timing of performance of such obligations. The term "Force Majeure" as used herein means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials, epidemics (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), epidemics, pandemics (such as COVID-19 and variations thereof), disease, quarantine restrictions, freight embargoes, fire or other casualty, lightning, hurricanes, earthquakes, tornadoes, floods, abnormal and highly unusual inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Lease; or acts, or failure to act, of any governmental authority.

30. Radon. 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 Palm Beach County's public health unit.

31. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

32. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

33. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

34. Public Entity Crimes. As provided in section 287.133, Florida Statutes, by entering into this Lease or performing any of its obligations and tasks in furtherance hereof, Landlord certifies that, to its knowledge, it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133 (3)(a), Florida Statutes.

35. Palm Beach County Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Tenant contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant and its agents in order to ensure compliance with Lease requirements and detect corruption and fraud. Failure to cooperate to the extent required by applicable law with the reasonable requests of the Inspector General or intentionally interfering with or impeding any investigation may result in sanctions or penalties as set forth in the Palm Beach County Code.

36. Exclusion of Third Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens, residents or employees of the Landlord or Tenant.

37. Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

38. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

39. Compliance. Each of the parties agrees to perform its responsibilities under this Lease in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Lease. Landlord shall at all times have the proper business licenses required of the City of Boynton Beach for the operation and leasing of the Parking Garage. Tenant warrants and covenants to Landlord that it shall not perform any act (or refrain from performing any act) within the Parking Garage that would jeopardize, rescind, or invalidate the validity of the applicable business licenses required for the operation and leasing of the Parking Garage. In furtherance of the foregoing, Tenant agrees that it shall promptly cooperate, assist and act in good faith with Landlord in order to facilitate Landlord's obtaining and maintaining all required business licenses requested by Landlord for the operation of the Parking Garage and shall not take any action or inaction to prevent such licenses from being issued, rescinded or revoked. Subject to Tenant's foregoing covenants, Landlord is solely responsible for obtaining all applicable governmental approvals related to the operation of the Parking Garage; provided, however, Tenant shall be responsible to obtain all permits and governmental approvals related to its use of the Parking Spaces and any permitted alterations or improvements undertaken by or on behalf of Tenant (including the Permitted Alterations).

40. Joinder. By its Joinder hereto, the City hereby acknowledges that upon the dissolution of the Boynton Beach Community Redevelopment Agency, the City shall automatically become the Tenant and shall have all rights and obligations as provided in this Lease as if City were the original Tenant in this Lease, which all Parties hereby expressly acknowledge, submit to, and agree.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of this ___ day of _____, 2022.

LANDLORD:

BB QOZ, LLC,
a Florida limited liability company

By:_____
Print Name: Jeffrey Burns
Its: Manager

WITNESSES:

_____ (1)

Print Name: _____

WITNESSES:

_____ (2)

Print Name: _____

TENANT:

THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ty Penserga, Board Chair

Witness:

_____

Print Name:_____

Approved for legal sufficiency:

By: _____
, CRA Attorney

Approved for financial sufficiency:

By: _____
, Financial Services Director

JOINDER PARTY

THE CITY OF BOYNTON BEACH

By: _____ By: _____

Print :_____ Witness: _____

Approved for legal sufficiency: Approved for financial sufficiency:

By: _____ By: _____
, City Attorney , Financial Services Director

EXHIBIT A

Property Description

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

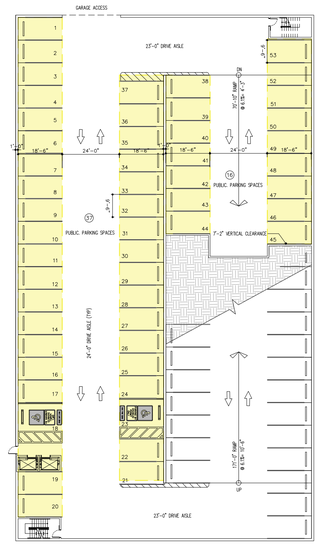
Physical Address: 529 E. Ocean Ave., Boynton Beach, FL

Parcel #: 08434528030060120

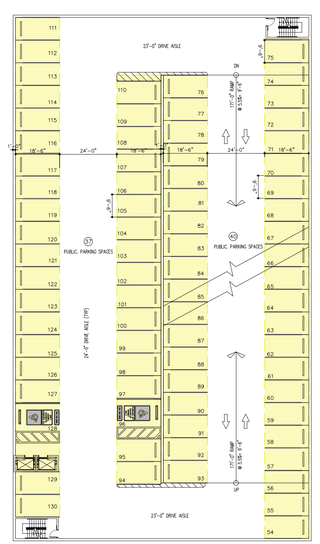
Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

EXHIBIT B

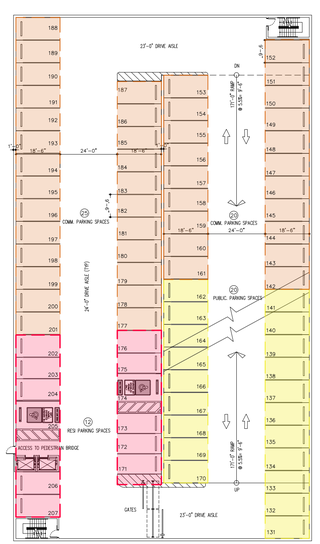
Parking Garage Floor Plan



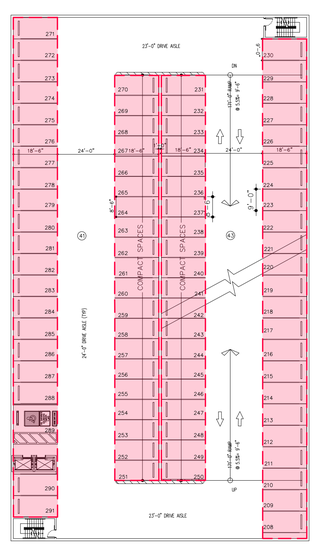
LEVEL 1 (53 sp)



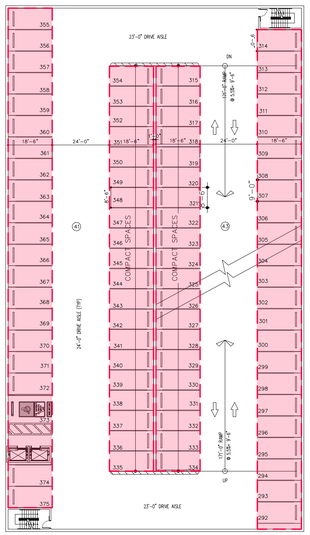
LEVEL 2 (77 sp)



LEVEL 3 (77 sp)



LEVEL 4 (84 sp)



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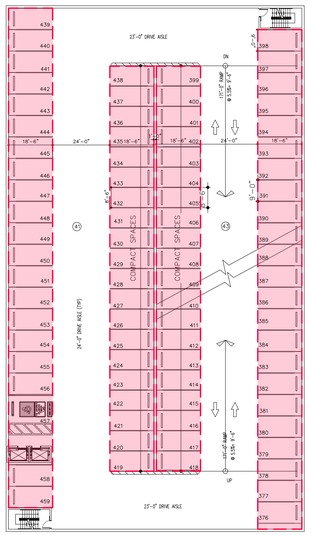
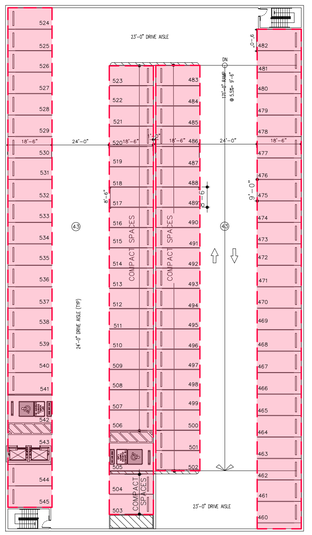


LEVEL 6 (84 sp)



LEVEL 7 (86 sp)

COLOR CODE LEGEND

- PUBLIC PARKING SPACES (Floors 1-3) = 150 spaces
- COMMERCIAL PARKING SPACES (Floor 3) = 45 spaces
- RESIDENTIAL PARKING SPACES (Floor 3-7) = 350 spaces

TOTAL= 545 spaces

NORTH

GARAGE FLOORS

SCALE: 1" = 30'-0"

2022.02.09

THE PIERCE

FOR:
AFFILIATED DEVELOPMENT
LOCATED AT:
BOYNTON BEACH, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

BY

MSA ARCHITECTS
ARCHITECTURE & PLANNING
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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DRAWN
DATE 01/29/2021
SCALE AS SHOWN
JOB NO. 2024.PRJ
SHEET TITLE: GARAGE FLOORS
SHEET NUMBER: GA-2.1.1

SCHEDULE 9.7

FORM OF TENANT ESTOPPEL

TENANT ESTOPPEL CERTIFICATE

_____, 2022

BB QOZ, LLC
613 NW 3RD AVE., STE 104
Fort Lauderdale, FL 33311

[LENDER INFO TO BE PROVIDED]
[_____]
[_____]

Re: Lease dated _____, by and between _____ ("**Landlord**"), and _____, as tenant (the "**Original Lease**"), demising **[Insert description of leased premises]** (the "**Premises**") at the building known as _____ and located at _____, Florida (the "**Property**")

To whom it may concern:

The following statements are made with the knowledge that you and your successors and assigns, prospective PURCHASERs, including without limitation BB QOZ, LLC, a Florida limited liability company ("**PURCHASER**"), successor owners of the Property and present and future lenders secured by mortgages encumbering the Property or any interest therein may rely on them.

The undersigned ("**Tenant**"), as tenant under the Lease (hereafter defined), hereby certifies to you as follows:

1. The Original Lease and all amendments thereto are as follows: _____ (collectively referred to as the "**Lease**"). The Lease is in full force and effect and constitutes the entire agreement between Landlord and Tenant with respect to the use and occupancy of the Premises and there are no other agreements which are binding upon Landlord in connection with the use and occupancy of the Premises.

2. Tenant has accepted possession of the Premises and all construction obligations of Landlord are complete.

3. The commencement and expiration dates of the term of the Lease are _____ and _____, respectively. There are no options to renew or terminate the lease except for _____.

4. The rent commencement date is _____.

5. The current monthly fixed base rent and other regular monthly recurring charges for the Premises are as follows: $_____, and have been paid through _____.

6. The current monthly additional rent (which includes payments for Tenant's proportionate share of taxes, insurance, operating expenses and any other charges due under the Lease) are as follows: $_____, and have been paid through _____.

7. All insurance required of Tenant under the Lease has been provided by Tenant, and all premiums have been paid.

8. The Guarantor under the Lease is _____ and the guaranty is in full force and effect.

9. Neither Tenant nor any guarantor of Tenant's obligations under the Lease is the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor/creditor relationships.

10. The amount of the security deposit delivered under the Lease is $_____ and said security deposit is in the form of cash.

11. Neither Tenant, nor to Tenant's knowledge, Landlord, is in default in the Lease, nor, to Tenant's knowledge, is there now any fact or condition which, with the passage of time or the giving of notice or both, would constitute a default by either party under the Lease and no current defenses or claims exist preventing the payment of rent by Tenant.

12. Tenant has not assigned, transferred or otherwise encumbered its interest under the Lease, or subleased or licensed any portion of the Premises, except as follows: _____.

13. Tenant's address for all notices or communications under the Lease is _____.

14. The person signing this letter on behalf of Tenant is a duly authorized representative of Tenant.

15. This estoppel shall be binding upon Tenant and its principals, and its successors and assigns.

16. Tenant agrees that upon notice from Landlord it will make future payments to PURCHASER.

17. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals. The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this estoppel on behalf of Tenant.

[INSERT TENANT NAME]

_____,
a _____

By: _____
Name: _____
Title: _____

ANNEX 1
To Tenant Estoppel

SCHEDULE 10.5

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases, Rents and Deposits (this "**Assignment**") is entered into effective as of _____, 20__ (the "**Effective Date**") by and between the Boynton Beach Community Redevelopment Agency ("**Assignor**"), and [_____] ("**Assignee**").

WHEREAS, Assignor, as Seller, and Assignee, as Purchaser, are parties to that certain Purchase and Sale Agreement dated as of _____, _____ (the "**Purchase Agreement**"), providing for the sale by Assignor to Assignee of the real property described on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, Assignor is the holder of the landlord's interest under the leases and related documents as listed on Exhibit B attached hereto (collectively, the "**Leases**"), which Leases affect the Property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Leases;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption**. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Leases, including without limitation all of Assignor's right, title and interest in and to any security, cleaning or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Leases against any of the tenants thereunder or any sureties thereof. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the landlord under the Leases arising from and after the Effective Date.

2. **Indemnification**. Assignee will indemnify, defend and hold harmless Assignor from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of Assignee, as the landlord under the Leases, which arises or accrues with respect to any of the Leases on or after the Effective Date. Assignor will indemnify, defend and hold harmless Assignee from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of Assignor, as the landlord under the Leases, which arose or accrued with respect to any of the Leases prior to the Effective Date; provided however, such indemnification shall not exceed two hundred and fifty thousand dollars ($250,000)

and nothing in this Assignment shall be deemed a waiver of Assignor's rights of sovereign immunity.

3. **Miscellaneous**. The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized and empowered representatives as of the Effective Date.

ASSIGNOR:

[_____],
a [_____]

By:_____
Name (Print):_____
Title:_____

ASSIGNEE:

[_____],
a [_____]

By:_____
Name (Print):_____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

LEASES

EXHIBIT "E"

SCHEDULE 10.6

FORM OF BRING-DOWN CERTIFICATE

BRING-DOWN CERTIFICATE

CERTIFICATE AS TO REPRESENTATIONS, WARRANTIES AND COVENANTS

The undersigned [_____] (the "**Seller**"), hereby certifies to [_____] (the "**Purchaser**"), its successors and assigns, that all of the representations, warranties and covenants made by Seller in Section [___] of that certain Purchase and Development Agreement having an Effective Date of [_____], between Seller and Purchaser, as same may have been amended or assigned through the date hereof (the "**Contract**"), are true and correct in all material respects and not in default as of the date hereof.

IN WITNESS WHEREOF, Seller has caused this Certificate to be signed and delivered as of the ____ day of_____, ____.

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT "F"

Tenant List

1. Freddie Brinley - 517 ½ E. Ocean Avenue, Apt. 5
2. Harvey E. Oyer, Jr., Inc. d/b/a Oyer Macoviak and Associates - 511 E. Ocean Avenue
3. Café Barista, Inc. d/b/a Hurricane Alley - 527, 529 & 531 E. Ocean Avenue
4. Florida Technical Consultants, LLC - 533 E. Ocean Avenue, Suites 2 & 3

EXHIBIT "G"

Purchase and Sale Agreement between Boynton Beach Community Redevelopment Agency and 500 Ocean Properties, LLC

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "PURCHASER") and 500 Ocean Properties, LLC (hereinafter "SELLER").

In consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions hereinafter set forth, the Properties located in Palm Beach County, Florida (the "Properties") and more particularly described as follows:

   Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof, as recorded in Plat Book 1, Page 23, of the Public records of Palm Beach County, Florida

   And

   Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof, as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida.

   And

   Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida.

   Property Address: 511, 515, and 529 East Ocean Avenue

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be Three Million Six Hundred Thousand Dollars ($3,600,000.00), payable in cash, by wire transfer of United States Dollars at the Closing.

3. DEPOSIT.

3.1 Earnest Money Deposit. Within five (5) Business Days after the execution of the Agreement by both parties, PURCHASER shall deliver to Lewis, Longman & Walker, PA ("Escrow Agent") a deposit in the amount of Fifty Thousand Dollars ($50,000.00) (the "Initial Deposit"). Providing this Agreement is not otherwise terminated pursuant to the terms herein, PURCHASHER shall deliver to Escrow Agent an additional deposit in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) on or before October 15th, 2021. The Initial Deposit and additional deposit are hereafter referred to as the "Deposit".

3.2 Application/Disbursement of Deposit. The Deposit shall be applied and disbursed as follows:

Providing this Agreement is not terminated by either party pursuant to the terms set forth herein, Fifty Thousand shall be released to SELLER within 10 days of the expiration of the Feasibility Period (hereinafter defined). The remaining Deposit shall be delivered to SELLER at Closing, and the PURCHASER shall receive a credit for the Deposit against the Purchase Price. If this Agreement is terminated during the Feasibility Period for any reason, the Deposit shall be immediately refunded to the PURCHASER. If this Agreement is terminated due to a default, pursuant to Section 12, the Deposit shall be delivered to (or retained by, as applicable) the non-defaulting Party, and the non-defaulting Party shall have such additional rights, if any, as are provided in Section 12.

3.3 Escrow Agent. PURCHASER and SELLER authorize Escrow Agent to receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. The date of this Agreement (the "Effective Date") shall be the date when the last one of the SELLER and PURCHASER has signed this Agreement.

5. CLOSING. The purchase and sale transaction contemplated herein shall close on or before December 17, 2021 (the "Closing"), unless extended by written agreement, signed by both parties, extending the Closing. However, in no event whatsoever shall the Closing occur later than December 31, 2021.

6. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by

Special Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 hereof.

7. FEASIBILITY PERIOD. The PURCHASER and its designees shall have from the Effective Date until November 12, 2021 ("Feasibility Period"), at PURCHASER's expense, to make inquiries which PURCHASER may deem necessary to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this Agreement and receive back the Deposit, provided that PURCHASER provides SELLER with written notice of PURCHASER's decision to terminate the Agreement prior to 5:00pm Eastern time on the last day of the Feasibility Period. Should PURCHASER fail to provide SELLER with written termination notice prior to 5:00pm Eastern time on the final day of the Feasibility Period, PURCHASER will have waived its ability to terminate the Agreement pursuant to this Paragraph, the Deposit shall become non-refundable to PURCHASER (except in the event of a material default by SELLER), and the parties shall proceed to Closing upon the terms and conditions contained herein. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient for the testing and investigation of the Property; (ii) to the extent practicable, shall repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work product generated as a result of the PURCHASER's testing and investigation. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. However, PURCHASER's indemnification obligations shall not exceed its statutory limits of sovereign immunity as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLERS' obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within twenty (20) days of the Effective Date, PURCHASER shall obtain, at the PURCHASER's expense, from a Title Company chosen by PURCHASER

(hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions and that can be cured with the payment of money shall be paid by SELLER prior to or at closing from SELLER's proceeds. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than thirty (30) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (hereinafter "Title Objections"). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER shall have twenty (20) days to either cure and remove the Title Objection(s) or provide notice to PURCHASER that SELLER will not cure such title objection (hereinafter "Cure Period"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, then PURCHASER, in PURCHASER's sole and absolute discretion, shall have the option of (i) accepting the title as it then is and proceeding to Closing with no reduction in the Purchase Price and all such Title Objections that SELLER declines to cure shall become Permitted Exceptions; or (ii) canceling and terminating this Agreement, in which case, the Deposit shall be returned to PURCHASER and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement. Should PURCHASER elect to accept the title as it then is and proceed to Closing, SELLER shall still be required to pay off all assessments, outstanding utility charges, liens, and mortgages due and payable as of the Closing. In no event shall SELLER be required to commence litigation to cure any title or survey defect, encroachment, or encumbrance.

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions that arose after the effective date of the title commitment and were caused or allowed to occur by SELLER and which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER shall have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update shall be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

7.2. Survey Review. PURCHASER, at PURCHASER's expense, shall obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 7.1 concerning Title Objections. However, in no event shall SELLER be required to commence litigation to cure any title or survey defect,

encroachment, or encumbrance.

7.3 SELLER Deliveries.

SELLER shall deliver to PURCHASER the following documents and instruments within three (3) business days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of leases for all commercial and residential tenants occupying the Property.

7.3.2 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Property, if any.

7.3.3 Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), which are material to the use or operation of the Property and in SELLER's possession, if any.

7.3.4 At Closing, SELLER shall execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. SELLER will not be required to incur expenses to provide such documents and instruments. No later than twenty (20) days prior to the Closing Date, SELLER shall remedy, restore, and rectify any and all violations of the Governmental Approvals (including, but not limited to, any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), if any. SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including but not limited to any conveyances, easements, licenses or leases.

8. CONDITIONS TO CLOSING. PURCHASER shall not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

8.1. Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

8.2. Condition of Property. The physical condition of the Property shall be

materially the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. Pending Proceedings. At Closing, there shall be no litigation, claim, action, or administrative agency or other governmental proceeding, of any kind whatsoever, whether pending, actual, or threatened, that would affect the Property, which has not been disclosed, prior to Closing, and accepted by PURCHASER.

8.4. Compliance with Laws and Regulations. The Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

8.5. Occupancy. The Property shall be conveyed to the PURCHASER at time of Closing subject only to the existing leases referred to in Section 7.3.1 above. After the Effective Date of this Agreement, Seller shall be permitted to renew existing leases affecting the Property provided that all such renewal leases provide the landlord a ninety (90) right of termination, do not exceed a term of one year from the date of renewal, and that any terms whatsoever that differ from the current lease other than the new lease expiration date are subject to approval or rejection by PURCHASER.

9. CLOSING DOCUMENTS. The PURCHASER shall prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the PURCHASER's Title Company. At Closing, SELLER shall execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments (collectively, "Closing Documents"):

9.1. Deed. A Special Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller's Affidavits. SELLER shall furnish to PURCHASER and Title Company a customary owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER. SELLER shall also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same shall be deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER shall also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the

Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, rents, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. PURCHASER shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through the day prior to Closing. Advance rent and security deposits, if any, will be credited to PURCHASER. Taxes shall be prorated based upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Tax Collector's Office. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies and payable as of Closing are to be paid by SELLER. Pending liens as of Closing shall be assumed by PURCHASER. If the improvement has been substantially completed as of the Effective Date, any pending lien shall be considered certified, confirmed or ratified and SELLER shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

10.4. Closing Costs. PURCHASER shall be responsible for recording the deed, all general closing expenses (settlement fee, courier fees, overnight package, etc.), all title insurance expenses, documentary stamps on the deed, and any expenses associated with PURCHASER's financing. Each party will pay their respective attorney's fees. Other than SELLER paying its own attorney's fees, PURCHASER and SELLER agree that the transaction contemplated by this Agreement shall be "net" to the SELLER with PURCHASER paying all costs associated with the transaction other than SELLER's attorney's fees.

10.5 Closing Procedure. PURCHASER shall fund the Purchase Price subject to the credits, offsets and prorations set forth herein. SELLER and PURCHASER (as applicable) shall execute and deliver to Closing Agent the Closing Documents. The Closing Agent shall, at

Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the appropriate public records.

10.6 Existing Mortgages and Other Liens. At Closing, SELLER shall obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES OF SELLER. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

11.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

11.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental agency department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

11.4 SELLER represents that SELLER will not, between the Effective Date of this Agreement and the Closing, without PURCHASER's prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any

encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Except for renewing existing leases in accordance with Section 8.5 hereof, SELLER represents that SELLER will not, between the Effective Date of this Agreement and the Closing, take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent shall not be unreasonably withheld or delayed.

11.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee other than those disclosed by Section 7.3.1.

11.6 SELLER shall use its best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the conclusion of the Feasibility Period to the Closing Date.

11.7 INTENTIONALLY DELETED.

11.8 SELLER represents that it has no actual knowledge nor has it received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of Hazardous Material. As used herein, the term "Hazardous Material" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

11.9 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

11.10 Between the Effective Date of this Agreement and the date of Closing, SELLER will not file any application for a change of the present zoning classification of the Property.

11.11 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

01539178-5 PURCHASER's Initials: SLS
SELLER's Initials: CH.B

11.12 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

11.13 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, hereby represents and warrants the following:

11.13.1 There are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

11.13.2 There are no facts believed by SELLER to be material to the use, condition and operation of the Property in the manner that it has been used or operated, which it has not disclosed to PURCHASER herein, including but not limited to unrecorded instruments or defects in the condition of the Property which will impair the use or operation of the Property in any manner.

11.13.3 The Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

12.1. PURCHASER's Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, subject to the provisions of Paragraph 12.3 below, the Deposit actually then being held by the Escrow Agent shall be paid by Escrow Agent to SELLER as agreed liquidated damages and, thereafter, neither PURCHASER nor SELLER shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement; provided, however, that PURCHASER shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under PURCHASER, but not otherwise. PURCHASER and SELLER acknowledge that if PURCHASER defaults, SELLER will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the amount of the Deposit being held by Escrow Agent most closely approximates the amount necessary to compensate SELLER. PURCHASER and SELLER agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

12.2. Seller's Default. In the event that SELLER shall fail to fully and timely perform any of its obligations or covenants hereunder or if any of SELLER'S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement and demand that the Deposit be returned, including all interest thereon if any, in accordance with Section 3 and neither Party shall have any further rights hereunder, or (2) seek specific performance of this Agreement, without waiving any action for damages.

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have ten (10) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period shall only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested as a result of a default, such extension shall not be unreasonably withheld provided that in no event shall the Closing be extended beyond December 31, 2021. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

12.4. Survival. The provisions of this section shall survive the termination of this Agreement.

13. NOTICES. All notices required in this Agreement must be in writing and shall be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller:
Christian Macoviak
Oyer-Macoviak Insurance
511 East Ocean Avenue
Boynton Beach, FL 33435

With a copy to:
Harvey E. Oyer III
Shutts & Bowen, LLP
525 Okeechobee Blvd.
Suite 1100
West Palm Beach, FL 33401

If to Purchaser:
Thuy Shutt, Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to: Kenneth Dodge
Lewis, Longman & Walker, PA
360 S. Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401

14. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on, and shall inure to the benefit of the successors and permitted assigns of the Parties hereto. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which shall not be unreasonably withheld. PURCHASER shall have the right to assign this Agreement to the City of Boynton Beach (the "City") without the prior consent of SELLER and the PURCHASER shall be released from any further obligations and liabilities under this Agreement. The PURCHASER may not assign this Agreement to any other party without the prior written approval of SELLER, which shall not unreasonably withheld. If PURCHASER has been dissolved as an entity while this Agreement and/or the attached Lease Agreement are in effect, the provisions of section 163.357(1), Florida Statutes, (as it may be amended from time to time), shall apply.

15. BROKER FEES. The SELLER and PURCHASER hereby state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement and are not liable for a sales commission. SELLER and PURCHASER hereby mutually indemnify, defend and hold harmless each other from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind arising out of or resulting from any agreement, arrangement or understanding alleged to have been made with any broker or finder claiming through the indemnifying party in connection with this Agreement. The provisions of this Section shall survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

16.1. For purposes of this Agreement, pollutant ("Pollutant") shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal ("Disposal") shall mean the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws ("Environmental Laws") shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

16.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER hereby warrants and represents the following, as applicable:

(1) That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER, to the best of SELLER'S knowledge.

01530178-5 PURCHASER's Initials: SLG
SELLER's Initials: EKD

(2) SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge, threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is hereby notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth herein. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit Purchaser from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER's reasonable attorneys' fees and costs, both trial and appellate.

18. MISCELLANEOUS.

18.1. General. This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. Reference to a Section shall be deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The Parties hereby agree that jurisdiction of any litigation brought arising out of this Agreement shall be in the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Southern District of Florida.

18.2. Computation of Time. Any reference herein to time periods which are not measured in business days shall mean calendar days. Any time period provided for in this

 PURCHASER's Initials: SLF
SELLER's Initials: [signature]

Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day. Time is of the essence in the performance of all obligations under this Agreement.

18.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations hereunder, shall be deemed a waiver of any other rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph shall survive termination of this Agreement and the Closing.

18.4. Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation hereof. Neither this Agreement nor any amendment hereto shall be more strictly construed against any of the Parties. As used in this Agreement, or any amendment hereto, the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing shall not merge into the Deed.

18.5. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The provisions of this Section shall apply to any amendment of this Agreement.

18.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by PURCHASER and SELLER shall control all printed provisions in conflict therewith.

18.7 Waiver of Jury Trial. As an inducement to PURCHASER agreeing to enter into this Agreement, PURCHASER and SELLER hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

18.8. Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, shall be awarded to the prevailing party unless otherwise provided in this Agreement and subject to the limitation of sovereign immunity as provided within Section 768.28, Florida Statutes.

18.9 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER 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.

18.10 Recording. This Agreement may not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both parties.

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER and PURCHASER that specifically survive Closing as set forth in this Agreement, shall survive the Closing.

18.12 SELLER's Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER shall be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

18.13 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the PURCHASER, including those set forth in Section 768.28, Florida Statutes.

19. REPRESENTATIONS, COVENANTS AND WARRANTIES OF PURCHASER. To induce SELLER to enter into this Agreement, PURCHASER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing, and (iii) shall survive the Closing.

19.1 Validly Created and In Good Standing. PURCHASER was validly created under all applicable state laws, is in good standing under all applicable state laws as of the Effective Date of this Agreement, and will be in good standing under all applicable state laws as of the Closing Date.

19.2 Authority. The execution and delivery of this Agreement by PURCHASER and the consummation by PURCHASER of the transaction contemplated by this Agreement are within PURCHASER'S lawful capacity and all requisite action has been taken to make this Agreement valid and binding on PURCHASER in accordance with its terms. The person executing this Agreement on behalf of PURCHASER has been duly authorized to act on behalf of and to bind PURCHASER, and this Agreement represents a valid and binding obligation of PURCHASER.

20. As-Is, Where-Is and With All Faults. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, IT IS UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY IN AN AS-IS, WHERE-IS, AND WITH ALL FAULTS CONDITION. OTHER THAN THE SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONSITION OF THE PROPERTY OR THE PROPERTY'S FITNESS FOR PURCHASER'S INTENDED USE. PURCHASER SHOULD RELAY ON ITS OWN INVESTIGATIONS AND INSPECTIONS DURING THE FEASIBILITY PERIOD.

01539178-5 PURCHASER's Initials: SG
SELLER's Initials:

21. Over Insurance and Real Estate Sign on East Façade Wall of 529/531 Building. PURCHASER and SELLER acknowledge and agree that the existing painted wall sign on the east façade of the 529/531 East Ocean Avenue building has existed for over 60 years, is one of the iconic business images in the City of Boynton Beach, possesses historic and cultural value, and is one of the last remaining representations of the City's historic main street. As such, PURCHASER agrees to use its best efforts to preserve the painted wall sign either in situ or to be relocated and utilized elsewhere in the vicinity provided that the cost of the preservation and relocation efforts do not exceed a maximum of Twenty Thousand Dollars ($20,000.00). In the event that PURCHASER is unable to preserve or relocate the wall sign as provided herein, PURCHASER shall provide notice of same to SELLER, who shall have (60) sixty days within which to relocate the sign at its own expense and/or contribute all additional funding over $20,000 to the CRA for the CRA to relocate the sign. Both parties acknowledge and agree that the possibility exists that the sign could be damaged or destroyed during an attempted relocation. However, PURCHASER shall use its best efforts, as provided herein, to preserve the wall sign and ensure that it remains visible to the public.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

01839178-3 PURCHASER's Initials:
SELLER's Initials:

PURCHASER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Steven B. Grant

Title: Chair

Date: September 20, 2021

SELLER:

500 OCEAN PROPERTIES, LLC

Printed Name: HARVEY E. OYER III

Title: Managing Member

Date: 20 Sept. 2021

WITNESS:

Printed Name: TINY T SHUTT

WITNESS:

Printed Name: Ingrid A-Saez

ESCROW AGENT

Lewis, Longman & Walker, P.A.

Printed Name: Kenneth Dodge

Date: 9/22/2021

015391178-3 PURCHASER's Initials: SBG
SELLER's Initials: HEO

EXHIBIT "H"

REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as of this ____ day of _____, 2022, by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the "SELLER") and BB QOZ, LLC (the "PURCHASER").

RECITALS

A. The SELLER has conveyed to the PURCHASER that certain real estate described on Exhibit "A" attached hereto (the "Property") pursuant to a Deed of even date herewith between the SELLER and PURCHASER.

B. The PURCHASER has agreed to construct the Project on the Property, and other requirements in accordance with the guidelines and criteria set forth on in the Purchase and Development Agreement attached hereto ("Purchase and Development Agreement").

C. The Deed shall provide that: (i) if the PURCHASER fails to meet the deadlines set forth in Sections 21.3, 21.5, and 21.7 of the Purchase and Development Agreement, subject to applicable notice and cure periods, then, if SELLER exercises its right of reverter, the Property shall revert to the SELLER; and (ii) upon the Completion of Construction (hereinafter defined) the Deed shall be automatically unencumbered by the right of reverter.

NOW THEREFORE, in consideration of the transfer of the Property to the PURCHASER and other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. PURCHASER agrees at its sole cost and expense to complete the construction of the Project in accordance with the terms of the Purchase and Development Agreement by no later than the time period set forth in Section 21.7 of the Purchase and Development Agreement of even date herewith (the "Construction Completion Date").

2. Subject to Section 3 hereof, in the event the deadlines provided for in Section 21 of the Purchase and Development Agreement, or Completion of Construction as provided for in Section 21.7, are not timely met (unless extended pursuant to the terms of the Purchase and Development Agreement), and if SELLER elects to exercise its right of reverter, the Property shall revert to and thereafter become fee simple real estate owned by the SELLER. Within 30 days of the written request of the SELLER, the PURCHASER will provide a quit claim deed to the Property in form and substance acceptable to the SELLER evidencing the reconveyance of the Property,

delivery of which is contingent upon payment by SELLER to PURCHASER of the amounts specified in Section 22.1 of the Purchase and Development Agreement.

3. In the event PURCHASER enters into any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of the Improvements, the SELLER shall enter into a Subordination Agreement to subordinate this Reverter Agreement and the rights of reverter in the Deed and the Purchase and Development Agreement in form and substance satisfactory to such lender and determined to be satisfactory by the SELLER, which determination shall not be unreasonably withheld, conditioned, or delayed. Upon the Completion of Construction, the SELLER agrees to promptly issue a recordable letter acknowledging the release of the reverter rights described herein.

This Agreement shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of their successors and assigns.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

This Agreement may only be modified or amended by a written agreement signed by authorized representatives of the parties hereto.

WITNESS the following signatures as of the year and date first above written.

PURCHASER:	**SELLER:**
BB QOZ, LLC	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
_____	_____
Printed Name: _____	Printed Name: Ty Penserga
Title: _____	Title: Chair
Date: _____	Date: _____

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: As requested by the City Commission, Human Resources will provide an update on the City Manager Search process.

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission:
Proposed Ordinance No. 22-016 - Second Reading - an Ordinance of the City of Boynton Beach, Florida; amending Chapter 18, Article IV, Pensions for Firefighters; amending Section 18-180.2 of the City Code governing Firefighter Pension COLA; amending Section 18-194(b) regarding the Firefighter DROP program; providing for inclusion in the code; providing for severability; providing for a repealer; and providing for an effective date.

Explanation of Request:

Amend Section 18-194 regarding DROP Program:

- Increases DROP participation from 5 years to 8 years.
- Provides option for 7% guaranteed interest rate for all DROP participants in Years 1-5.
- DROP participants contribute 6% during years 6, 7, and 8.
  - 5% allocated to funding COLA (Section 18-180.2(c)
  - 1% allocated to unfunded liabilities
- Adjust compensation calculation to be the average of the three (3) highest years of compensation over the immediate past ten (10) years; previously it was the average of the five (5) highest years.
- Eliminate provision requiring DROP funds to be disbursed no later than 45 days from separation of City service.
- Provides a mechanism for existing DROP participants to elect to extend DROP for a total of 8 years.

Amend Section 18-194(b) regarding DROP Program:

- Eliminate "Consolidated Deferred Retirement Option Plan" for members hired on or after January 1, 2020. For pension deposits into the DROP during years one through five, interest will be credited under one of the following three options by the member at retirement: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by self-directed account utilizing mutual funds selected by the Board.

Amend Section 18-180.2 regarding COLA (Cost of Living Adjustment):

- Adds provision effective October 1, 2023 for current DROP participants who extend DROP participation beyond 5 years to be eligible to receive COLA benefits beginning October 1st following separation from City service.

How will this affect city programs or services? Proposed changes were discussed in conjunction with union negotiations for a successor IAFF Collective Bargaining Agreement, which was ratified by the Commission on June 7, 2022.

Fiscal Impact:
A summary of the pension plan actuary's findings (attached) are as follows:
As a result of the proposed Plan changes and the associated assumption change that the average delay from the date of retirement/DROP entry until the date of the first COLA increase will be 6 years instead of 5 years:

- The total actuarially determined employer contribution (ADEC) for the fiscal year ending September 30, 2023 decreases by $124,832, from $6,772,144 to $6,647,312 (or by 1.04% of covered payroll,

from 56.42% to 55.38%). Since the Plan/assumption change responsible for this decrease is associated exclusively with the cost of the COLA, which is borne by 5% Plan member contributions and allocations from annual Chapter 175 State money, this cost reduction reduces the amount of annual Chapter 175 State money needed to fund the COLA by $124,832 (from $1,068,298 to $943,466) beginning in fiscal year 2023.

- The net required City contribution remains unchanged (at $5,703,846).
- The funded ratio (actuarial value of assets divided by actuarial accrued liability) increases by 0.5%, from 74.4% to 74.9%. The amount of the unfunded actuarial accrued liability decreases by $1,137,446.

Alternatives: Returning to the bargaining table for further discussion.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving amendment to Fire DROP Plan
🗋	Addendum	Actuarial Impact Statement

ORDINANCE NO. 22 - _____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA; AMENDING CHAPTER 18, ARTICLE IV, PENSIONS FOR FIREFIGHTERS; AMENDING SECTION 18-180.2 OF THE CITY CODE GOVERNING FIREFIGHTER PENSION COLA; AMENDING SECTION 18-194 REGARDING THE FIREFIGHTER DROP PROGRAM; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach and the Boynton Beach Association of Fire Fighters, Florida Local 1891, of the International Association of Fire Fighters negotiated a new collective bargaining agreement.

WHEREAS, an ordinance amending City of Boynton Beach Municipal Firefighters Pension Trust Fund is required.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1: The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission

Section 2: Section 18-180.2 of the Code of Ordinances of the City of Boynton Beach is hereby amended to read as follows:

Sec. 18-180.2. Cost of living increase.

(a) Effective December 1, 2011, an automatic two percent (2%) annual cost of living adjustment (COLA) is created for all members who retire or enter into the DROP on or after December 1, 2006. Payment of annual COLA benefits shall not begin until five (5) years after retirement or entry into the DROP. As of each October first, retirees in pay status and beneficiaries receiving monthly survivorship benefits on behalf of deceased members, shall have their benefits adjusted annually, following the five (5)-year delay. Retirees eligible to receive annual COLA benefits shall include all retirees electing early retirement and all disability retirees who enter pay status on or after December 1, 2006. Effective October 1, 2023, COLA benefits will commence beginning on the October 1 following separation from service, for DROP participants who elect to extend their DROP participation beyond five (5) years.

(b) Every third year following adoption of this section, an actuarial evaluation of the cost of this benefit (two percent (2%) COLA adjustment for retirees) will be provided to the city by the Pension Plan's actuary, or other actuary designated by the city at its option. In the event the projected cost of the benefit increases over the projected cost for fiscal year 2006-2007, the Pension Plan shall be further amended to provide that the increased costs will be offset by (1) an increase in the five percent (5%) employee contribution provided herein, or (2) use of Chapter 175 funds, or (3) reduction of the cost of living (COLA) benefit for non-retired members, or any combination of (1), (2) or (3), as recommended by the Pension Board in consultation with the membership. Notwithstanding any provision to the contrary, COLA benefits under this paragraph shall not be reduced for retirees.

(c) In years where the actuarial evaluation described above determines that the cost of the COLA benefit is less than the projected cost for the benefit for fiscal year 2006-2007, the actuarial

savings shall be recognized in a contribution reserve account within the Pension Plan. Any savings accumulated in the contribution reserve account shall be held in trust to be used to offset unanticipated COLA costs in future years.

Section 3: Section 18-194 of the Code of Ordinances of the City of Boynton Beach is hereby amended to read as follows:

Sec. 18-194 Deferred retirement option plan.

(a) The following provisions shall apply to all members ~~**hired prior to January 21, 2020**~~:

(1) A deferred retirement option plan ("DROP") is hereby created.

(2) Eligibility to participate in the DROP is based upon eligibility for normal service retirement in the plan.

(3) Participation in the DROP must be exercised within the first 30 years of employment; provided, however, that participation in the DROP, when combined with participation in the retirement plan as an active member, may not exceed 30 years. The maximum period of participation in the DROP is five years. An employee's election to participate in the DROP plan shall be irrevocable and shall be made by executing a resignation notice on a form prescribed by the city. Effective October 1, 2023 the maximum period of DROP participation shall be eight (8) years; provided that the maximum period of active membership when combined with DROP participation shall not exceed thirty-three (33) years. DROP participants electing to remain in DROP during years six (6) through eight (8) shall resume employee "pick-up" contributions at the rate of six percent (6%) as follows: Five percent (5%) shall be allocated to COLA funding under Section 18-180.2(c) and the remaining one percent (1%) shall be applied to unfunded liabilities in the retirement system.

(4) Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize the average of the three ~~five~~ highest of the ten years immediately preceding participation in the DROP as the compensation basis. Accumulated, unused sick and vacation leave shall be included in the compensation calculation; provided, however, that a minimum balance of 120 hours of sick leave and 120 hours of vacation leave shall be maintained by the employee and excluded from this calculation. The retained leave balance, including any additions, shall be distributed at the conclusion of DROP participation and separation from service.

(5) Payment shall be made into the employee's DROP account as if the employee had terminated employment in the city in an amount determined by the employee's selection of the payment option.

(6) An employee's account in the DROP program shall earn interest in one of three ways. The selection of the earnings program shall be irrevocable and shall be made prior to the first deposit in the DROP account. The options are:

a. Gain or lose interest at the same rate as the plan; or

b. At an annual fixed rate of 7%; or

c. In a self-directed account utilizing mutual funds selected by the Board.

Effective October 1, 2023, DROP participants electing to remain in the DROP after five years shall receive interest on deposits (and earnings thereon) made into the DROP during years six (6) through eight (8), at a rate equal to the overall net (earning less costs) investment rate of return on the retirement plan assets. Notwithstanding fund performance, the crediting rate will be no less than 0% and no more than 8% for deposits made during years 6 through 8, whereas the interest on deposits (and earnings thereon) made during years 1 through 5 shall be at the rate selected by the member prior to entry into DROP pursuant to section 6a. or 6b. DROP deposits accumulated during years 1 to 5 will be segregated from DROP deposits accumulated during years 6 to 8 for interest crediting purposes. After separation from service, DROP assets from each period will be separately credited with earnings, as appropriate. The crediting of interest shall occur annually as of the end of the fiscal year for assets accumulated during years 6 to 8, based on the net (earnings less cost) investment rate of return provided by the Plan's investment consultant.

(7) An employee shall terminate service with the city at the conclusion of five years in the DROP. Effective October 1, 2023 DROP participants shall terminate service with the City at the conclusion of eight (8) years in the DROP.

(8) All interest shall be credited to the employee's DROP account on the last day of the month in which the member separates from service. In the event that a member dies while in the DROP, interest shall be pro-rated to the last business day of the month preceding the death of the member.

(9) Upon termination with the city, an employee may receive payment within 45 days of the member requesting payment or may defer payment until a time not later than the latest date authorized by Section 401(a)(9) of the Internal Revenue Code at the option of the member.

(10) Payments from the DROP may be received as a lump sum installment payment or annuity, provided, however, that at all times, the DROP shall be subject to the provisions of the Internal Revenue Service.

(11) No payment may be made from the DROP until the employee actually separates from service with the city.

(12) If an employee shall die during participation in the DROP, a survivor benefit shall be payable in accordance with the form of benefit chosen at the time of entry into the DROP.

(13) Upon commencement of participation in the DROP, the member shall no longer be eligible for disability retirement from the pension plan. If a member becomes disabled during the DROP period, the member shall be treated as if he/she retired on the day prior to the date of disability.

(14) In order to remain in the DROP beyond the current five-year cap, existing DROP participants shall provide written notice of their intent to extend their DROP participation. The deadline for providing written notice shall expire thirty (30) days after second reading of this ordinance.

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

~~(b) The following provisions of the "Consolidated Deferred Retirement Option Plan" shall apply to members hired on or after January 1, 2020.~~

~~(1) A city employee deferred retirement option plan (DROP) is hereby created, amending, implementation, all conflicting provisions in existing DROP plans for general employees, police officer employees, and fire/rescue employees.~~

~~(2) Employees who reach eligibility for normal service retirement in the employee's retirement plan may elect to enter DROP.~~

~~(3) An employee may elect to participate in the deferred retirement option plan (DROP) provided they make the election no later than 30 days after reaching their normal retirement date. Notwithstanding the foregoing, upon enactment of this section, employees who have reached normal retirement date and did not enter DROP may make their initial election to participate in the DROP no later than 90 days after the implementation date of this section.~~

~~(4) An election to participate in the DROP plan is irrevocable.~~

~~(5) Employees may elect to participate by submitting an election to enter DROP to the city's Human Resource Department ("Department") on a form available from the Department for that purpose. On receipt of the election to enter DROP the Department will notify the administrator of the pension plan in which the employee participates.~~

~~(6) Participation in the DROP must be exercised within the first 30 years of combined credited service (25 for law enforcement officers).~~

~~(7) An employee shall not participate in the DROP for more than five years.~~

~~(8) Upon an employee's election to participate in the DROP, the employee shall cease to be an employee of the retirement plan and is precluded from accruing any additional benefit under the Pension Fund. For all fund purposes, the employee becomes a "retiree" (which term shall be synonymous with "employees" who elect to enter DROP). The amount of credited service and final average salary freeze as of the date of entry into the DROP.~~

~~(9) Accumulated, unused sick (over 120 hours) and vacation leave (over 120 hours) shall be deemed cashed out and included in the compensation calculation; provided however, that a minimum balance of 120 hours of sick leave and 120 hours of vacation leave shall be maintained by the employee and excluded from this calculation. The retained leave balance, including any additions, shall be paid to the employee at the conclusion of DROP participation and separation from service.~~

~~(10) DROP plan account shall be established for each employee who elects to participate. These are not actual accounts but nominal accounts and balances are kept as a bookkeeping process.~~

~~(11) Payment shall be made into the employee's DROP account as if the employee had retired from the employ of the city. Payments into the DROP will be made monthly over the period the employee participates in the DROP, up to a maximum of 60 months or, pursuant to 401(A)(9) of the Internal Revenue Code, whichever occurs first.~~

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~~(12) An employee's participation in the DROP shall terminate at the end of five years, and the employee shall separate from city employment. Upon entering into the DROP, an employee shall file with the Board a binding non-revocable letter of resignation from city employment. The binding letter of resignation shall establish a deferred termination date in accordance with the limitations of this DROP which may be amended if an employee wished to separate from employment earlier than the deferred termination date.~~

~~(13) All interest shall be credited to the employee's DROP account less any outstanding loan balances on a quarterly basis with quarterly statements provided. In the event that an employee dies while in the DROP, interest shall be pro-rated to the last business day of the month preceding the death of the employee.~~

~~(14) During the period of the employee's participation in the DROP plan, the employee's normal retirement benefit shall be accounted for and paid into the employee's DROP plan account.~~

~~(15) The employee's DROP plan account shall be invested with the retirement plan assets and credited with interest equal to the overall net (earning less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in the DROP plan. Notwithstanding fund performance, the crediting rate will be no less than 0% and no more than 8%.~~

~~(16) At the conclusion of the retiree's participation in the DROP plan, and as a condition of participating in such plan, the retiree will continue retirement and terminate city employment. The retiree will thereafter receive a normal monthly retirement benefit at the same rate as previously calculated upon entry into the DROP but the monthly amount will be paid to the retiree and no longer accounted for in the DROP plan account. If the employee does not terminate participation in the DROP plan at the end of the 60 month maximum participation period, no earnings will be credited on the DROP balance and no further DROP deposits will be made.~~

~~(17) No amount can be paid from the retirement plan until the DROP employee terminates employment.~~

~~(18) Upon termination, the retiree's DROP plan account will thereafter be distributed to the retiree in a cash lump sum, which can be rolled over or paid in cash unless the retiree elects an alternative distribution (also known as a rollover). Direct rollover may be accomplished by any reasonable means determined by the Pension Board.~~

~~(19) If a retiree dies before distribution of the retiree's DROP plan account commences, the account balance shall be distributed paid to the retiree's designated beneficiary in a lump sum, which can be rolled over or paid in cash at the beneficiary's discretion.~~

~~(20) Distribution of an employee's DROP plan account shall begin as soon as administratively practicable following the employee's termination of employment. The employee must elect the distribution within but in no event later than 45 days following the employee's termination date. If the employee does not timely request the withdrawal of the asset in the DROP plan, no further earnings will be credited on the DROP balance.~~

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~~(21) Any form of payment selected by the employee must comply with the minimum distribution requirements of IRC 401(A)(9), which states that payments must commence by age 70 1/2, or age 72 for retirees who attain age 70 1/2 on or after January 1, 2020.~~

Section 4: It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 6: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

FIRST READING this 21st day of June, 2022.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

June 10, 2022

Mr. David Williams
Boynton Beach Municipal Firefighters' Pension Trust Fund
Precision Pension Administration
2100 North Florida Mango Road
West Palm Beach, Florida 33409

Re: City of Boynton Beach Municipal Firefighters' Pension Trust Fund – Actuarial Impact Statement

Dear Dave:

As requested, we have prepared the enclosed Actuarial Impact Statement showing the impact of the proposed Ordinance which would amend the Plan provisions of the City of Boynton Beach Municipal Firefighter's Pension Trust Fund (Plan). The results are based on census and asset data as of October 1, 2021.

Please refer to the enclosed exhibits for details. The following is a brief description of the Plan changes included in the proposed Ordinance.

- Current Plan Provisions and Assumptions – Same plan provisions and actuarial assumptions as described in the October 1, 2021 Actuarial Valuation Report. Each retiree, beneficiary and disability retiree who retires or enters the DROP on or after December 1, 2006 receives a 2.0% increase in benefits on October 1st of each year beginning five years after retirement. Members participating in the DROP do not contribute to the Plan and must terminate service after the earlier of five years of participation in the DROP or 30 years of total employment. A Consolidated Deferred Retirement Option Plan is applicable for members hired on or after January 1, 2020 in which members' DROP accounts are credited at the same rate earned by the Plan, but no less than 0% and no more than 8%.

- Plan Changes – The proposed ordinance would amend the Plan as follows:

  - Effective October 1, 2023, the maximum period of DROP participation is the earlier of 8 years of participation in the DROP or 33 years of employment. DROP participants electing to remain in DROP longer than five years shall resume making employee "pick-up" contributions during years 6 through 8 at the rate of 6% of Compensation, with 5% of Compensation allocated toward funding the COLA and the remaining 1% applied toward the unfunded liabilities in the Pension Trust Fund.

  - Effective October 1, 2023, annual COLA increases will commence beginning on the October 1st following the later of (i) five years after retirement, or (ii) the date of separation from service (for DROP participants who elect to extend their DROP participation period longer than five years).

- Section 18-194(b) on the "Consolidated Deferred Retirement Option Plan" for members hired on or after January 1, 2020 is eliminated. For pension deposits into the DROP during years one through five, interest will be credited under one of the following three options elected by the member at retirement: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by a self-directed account utilizing mutual funds selected by the Board.

- Effective October 1, 2023, for DROP participants electing to remain in the DROP longer than five years, pension deposits into the DROP during years 6 through 8 will be credited with interest at the same annual rate of return earned by investments in the Plan, net of investment expenses, but no less than 0% and no more than 8% per year.

The proposed Ordinance would also make a clarifying change to match existing practice associated with benefit calculations under the Plan: Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize the average of the three highest of the ten years immediately preceding participation in the DROP as the compensation basis. In our opinion, this change would will have no actuarial impact on the cost of the Plan, as it trues up the Plan language with actual current practice.

After discussion with the Pension Board chairman, we are assuming that the proposed change to delay the first COLA increase until the October 1st following separation from employment (for DROP participants who elect to extend their DROP participation period longer than five years) will result in an average delay of 6 years from the date of retirement/DROP entry to the date of the first COLA increase for all current DROP participants and all active members. This is a change from the current assumed delay of five years. This assumption should be monitored and compared against emerging experience, but is believed to be somewhat conservative, as several members have expressed an interest in participating in the DROP for the new maximum DROP participation period of 8 years.

Summary of Findings

As a result of the proposed Plan changes and the associated assumption change that the average delay from the date of retirement/DROP entry until the date of the first COLA increase will be 6 years instead of five years:

- The total actuarially determined employer contribution (ADEC) for the fiscal year ending September 30, 2023 decreases by $124,832, from $6,772,144 to $6,647,312 (or by 1.04% of covered payroll, from 56.42% to 55.38%). Since the Plan/assumption change responsible for this decrease is associated exclusively with the cost of the COLA, which is borne by 5% Plan member contributions and allocations from annual Chapter 175 State money, this cost reduction reduces the amount of annual Chapter 175 State money needed to fund the COLA by $124,832 (from $1,068,298 to $943,466) beginning in fiscal year 2023.

- The net required City contribution remains unchanged (at $5,703,846).

- The funded ratio (actuarial value of assets divided by actuarial accrued liability) increases by 0.5%, from 74.4% to 74.9%. The amount of the unfunded actuarial accrued liability decreases by $1,137,446.

Other Cost Considerations

The proposed Ordinance extends the DROP maximum period from the earlier of 5 years of participation or 30 years of total employment to the earlier of 8 years of participation or 33 years of total employment. To the extent that members utilize the longer DROP participation period and remain in the DROP longer than 5 years, it is likely to reduce the need to hire new Firefighters as soon. This could cause a smaller proportion of the overall population of actively employed Firefighters (which includes DROP participants) to be earning benefit accruals. This may lead to lower normal costs (the cost of benefits being earned each year) in the future (and consequently lower future City contributions) than they otherwise would have been if the maximum DROP participation period remained at 5 years. The future savings depend on how many Firefighters elect to extend their DROP participation periods beyond 5 years and for how long. A full analysis of this potential future impact would require projections to be run incorporating assumptions as to how many Firefighters choose to participate in the DROP for 6, 7 or 8 years and was outside of the scope of this assignment.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in Plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the Plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the either assumed or forecasted returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the Plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;

5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return is less (or more) than the assumed rate, the cost of the Plan can be expected to increase (or decrease). Likewise if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

The computed contribution amounts may be considered as a minimum contribution that complies with the pension Board's funding policy and the State statutes. The timely receipt of the actuarially determined contributions is critical to support the financial health of the Plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Risk Assessment

Risk assessment was outside the scope of this report. Risk assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid in the decision making process.

Disclosures and Qualifications

This report was prepared at the request of the Plan Administrator and is intended for use by the Pension Trust Fund and those designated or approved by the Board. This report may be provided to parties other than the Board only in its entirety and only with the Board's permission. GRS is not responsible for the unauthorized use of this report.

The purpose of this report is to describe the financial effect of the changes summarized above. This report should not be relied on for any purpose other than the purpose described above. Determinations of financial results associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

The results in this report are based on census and asset data as of October 1, 2021, as provided by the Plan Administrator for the October 1, 2021 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator. Please refer to the Actuarial Valuation Report dated April 22, 2022 for all actuarial assumptions, methods and disclosures.

The calculations are based upon assumptions regarding future events, which may or may not materialize. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the City of Boynton Beach Municipal Firefighters' Pension Trust Fund as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Peter N. Strong and Jeffrey Amrose are members of the American Academy of Actuaries. These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein.

The signing actuaries are independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

GABRIEL, ROEDER, SMITH & COMPANY

Peter N. Strong, FSA, MAAA
Senior Consultant & Actuary

Jeffrey Amrose, MAAA
Senior Consultant & Actuary

Enclosures

CITY OF BOYNTON BEACH
MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND

Actuarial Impact Statement – June 10, 2022

Description of Amendments

The proposed ordinance would amend the Plan as follows:

- Effective October 1, 2023, the maximum period of DROP participation is the earlier of 8 years of participation in the DROP or 33 years of employment. DROP participants electing to remain in DROP longer than five years shall resume making employee "pick-up" contributions during years 6 through 8 at the rate of 6% of Compensation, with 5% of Compensation allocated toward funding the COLA and the remaining 1% applied toward the unfunded liabilities in the Pension Trust Fund.
- Effective October 1, 2023, annual COLA increases will commence beginning on the October 1st following the later of (i) five years after retirement, or (ii) the date of separation from service (for DROP participants who elect to extend their DROP participation period longer than five years).
- Section 18-194(b) on the "Consolidated Deferred Retirement Option Plan" for members hired on or after January 1, 2020 is eliminated. For pension deposits into the DROP during years one through five, interest will be credited under one of the following three options elected by the member at retirement: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by a self-directed account utilizing mutual funds selected by the Board.
- Effective October 1, 2023, for DROP participants electing to remain in the DROP longer than five years, pension deposits into the DROP during years 6 through 8 will be credited with interest at the same annual rate of return earned by investments in the Plan, net of investment expenses, but no less than 0% and no more than 8% per year.

The proposed Ordinance would also make a clarifying change to match existing practice associated with benefit calculations under the Plan: Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize the average of the three highest of the ten years immediately preceding participation in the DROP as the compensation basis. In our opinion, this change would will have no actuarial impact on the cost of the Plan, as it trues up the Plan language with actual current practice.

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

_____

For the Board of Trustees
as Plan Administrator

Plan

City of Boynton Beach Municipal Firefighters' Pension Trust Fund

Valuation Date

October 1, 2021

Date of Report

June 10, 2022

Report Requested by

Board of Trustees

Prepared by

Peter N. Strong

Group Valued

All active and inactive Firefighters

Changes in Plan Provisions

Current Provisions (Before Proposed Changes)

- Members participating in the DROP do not contribute to the Plan and must terminate service after the earlier of 5 years of participation in the DROP or 30 years of employment.
- Each retiree, beneficiary and disability retiree who retires or enters the DROP on or after December 1, 2006 receives a 2.0% (cost of living) increase in benefits on October 1st of each year beginning 5 years after retirement.
- A Consolidated Deferred Retirement Option Plan is applicable for members hired on or after January 1, 2020. Account balances for members in the Consolidated DROP are credited at the same rate earned by the Plan, but no less than 0% and no more than 8%.

Revised Provisions (After Proposed Changes)

- Effective October 1, 2023, the maximum period of DROP participation is the earlier of 8 years of participation in the DROP or 33 years of employment. DROP participants electing to remain in DROP longer than five years shall resume making employee "pick-up" contributions during years 6 through 8 at the rate of 6% of Compensation, with 5% of Compensation allocated toward funding the COLA and the remaining 1% applied toward the unfunded liabilities in the Pension Trust Fund.
- Effective October 1, 2023, annual COLA increases will commence beginning on the October 1st following the later of (i) five years after retirement, or (ii) the date of separation from service (for DROP participants who elect to extend their DROP participation period longer than five years).

- Section 18-194(b) on the "Consolidated Deferred Retirement Option Plan" for members hired on or after January 1, 2020 is eliminated. For pension deposits into the DROP during years one through five, interest will be credited under one of the following three options elected by the member at retirement: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by a self-directed account utilizing mutual funds selected by the Board.
- Effective October 1, 2023, for DROP participants electing to remain in the DROP longer than five years, pension deposits into the DROP during years 6 through 8 will be credited with interest at the same annual rate of return earned by investments in the Plan, net of investment expenses, but no less than 0% and no more than 8% per year.

  The proposed Ordinance would also make a clarifying change to match existing practice associated with benefit calculations under the Plan: Upon exercising the right to participate in the DROP, an employee's creditable service, accrued benefits and compensation calculation shall be frozen and shall utilize the average of the three highest of the ten years immediately preceding participation in the DROP as the compensation basis. In our opinion, this change would will have no actuarial impact on the cost of the Plan, as it trues up the Plan language with actual current practice.

Changes in Actuarial Assumptions and Methods

It has been assumed that the proposed change to delay the first COLA increase until the October 1st following separation from employment (for DROP participants who elect to extend their DROP participation period longer than five years) will result in an average delay of 6 years from the date of retirement/DROP entry to the date of the first COLA increase for all current DROP participants and all active members. This is a change from the current assumed delay of five years.

All other actuarial assumptions and methods are the same as those used in the October 1, 2021 Actuarial Valuation Report.

Some of the key assumptions/methods are:
Investment Return – 7.15%
Salary Increase – 3.25% to 15.0% per year depending on service
Cost Method – Entry Age Normal

Amortization Period for Any Change in Actuarial Accrued Liability

25 years

Summary of Data Used in Report

See attached page

Actuarial Impact of Proposal(s)

See attached page(s)

PARTICIPANT DATA		
	October 1, 2021 *Valuation*	October 1, 2021 *Proposed Ordinance*
ACTIVE MEMBERS		
Number	111	111
Covered Annual Payroll	$ 11,710,333	$ 11,710,333
Average Annual Payroll	$ 105,498	$ 105,498
Average Age	38.9	38.9
Average Past Service	11.2	11.2
Average Age at Hire	27.7	27.7
RETIREES, BENEFICIARIES & DROP		
Number	129	129
Annual Benefits	$ 8,080,500	$ 8,080,500
Average Annual Benefit	$ 62,640	$ 62,640
Average Age	62.5	62.5
DISABILITY RETIREES		
Number	4	4
Annual Benefits	$ 193,448	$ 193,448
Average Annual Benefit	$ 48,362	$ 48,362
Average Age	49.3	49.3
TERMINATED VESTED MEMBERS		
Number	2	2
Annual Benefits	$ 77,127	$ 77,127
Average Annual Benefit	$ 38,564	$ 38,564
Average Age	41.6	41.6

ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC)			
A. Valuation Date	October 1, 2021 *Valuation*	October 1, 2021 *Proposed Ordinance*	*Change*
B. ADEC to Be Paid During Fiscal Year Ending	9/30/2023	9/30/2023	
C. Assumed Date of Employer Contrib.	10/1/2021	10/1/2021	
D. Annual Payment to Amortize Unfunded Actuarial Liability	$ 3,686,801	$ 3,613,145	$ (73,656)
E. Employer Normal Cost	2,920,288	2,871,697	(48,591)
F. ADEC if Paid on the Valuation Date: D+E	6,607,089	6,484,842	(122,247)
G. ADEC Adjusted for Frequency of Payments	6,607,089	6,484,842	(122,247)
H. ADEC as % of Covered Payroll	56.42 %	55.38 %	(1.04) %
I. Covered Payroll per Valuation	11,710,333	11,710,333	0
J. Assumed Rate of Increase in Covered Payroll to Contribution Year	2.50 %	2.50 %	0.00 %
K. Covered Payroll for Contribution Year	12,003,091	12,003,091	0
L. ADEC for Contribution Year: H x K	6,772,144	6,647,312	(124,832)
M. Estimate of State Revenue Allocated in Contribution Year (including amounts from the Accumulated Excess Reserve)	1,068,298	943,466	(124,832)
N. Actuarially Determined Employer Contribution (ADEC) in Contribution Year	5,703,846	5,703,846	0
O. ADEC as % of Covered Payroll in Contribution Year: N ÷ K	47.52 %	47.52 %	0 %
P. Estimated Amount of Accumulated Excess Premium Tax Revenue to offset ADEC (If Actual State Revenue = $995,143)	73,155	-	(73,155)

ACTUARIAL VALUE OF BENEFITS AND ASSETS			
A. Valuation Date	October 1, 2021 *Valuation*	October 1, 2021 *Proposed Ordinance*	*Change*
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	$ 83,032,516	$ 81,899,532	$ (1,132,984)
b. Vesting Benefits	3,748,287	3,748,287	-
c. Disability Benefits	2,075,764	2,075,764	-
d. Preretirement Death Benefits	670,667	670,667	-
e. Return of Member Contributions	195,851	195,851	-
f. Total	89,723,085	88,590,101	(1,132,984)
2. Inactive Members			
a. Service Retirees & Beneficiaries	104,348,122	103,983,261	(364,861)
b. Disability Retirees	2,968,202	2,968,202	-
c. Terminated Vested Members	830,675	830,675	-
d. Total	108,146,999	107,782,138	(364,861)
3. Total for All Members	197,870,084	196,372,239	(1,497,845)
C. Actuarial Accrued (Past Service) Liability per GASB No. 25	166,996,539	165,859,093	(1,137,446)
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	140,845,497	140,845,497	0
2. Actuarial Value	124,219,104	124,219,104	0
F. Unfunded Actuarial Accrued Liability: C - E2	42,777,435	41,639,989	(1,137,446)
G. Actuarial Present Value of Projected Covered Payroll	92,064,552	92,064,552	0
H. Actuarial Present Value of Projected Member Contributions	11,047,747	11,047,747	0
I. Funded Ratio: E2/C	74.4%	74.9%	0.5%

ENTRY AGE NORMAL METHOD
CALCULATION OF EMPLOYER NORMAL COST

A. Valuation Date	October 1, 2021 *Valuation*	October 1, 2021 *Proposed Ordinance*	*Change*
B. Normal Cost for			
1. Service Retirement Benefits	$ 3,572,328	$ 3,523,737	$ (48,591)
2. Vesting Benefits	262,005	262,005	-
3. Disability Benefits	187,350	187,350	-
4. Preretirement Death Benefits	40,806	40,806	-
5. Return of Member Contributions	55,343	55,343	-
6. Total for Future Benefits	4,117,832	4,069,241	(48,591)
7. Assumed Amount for Administrative Expenses	207,696	207,696	-
8. Total Normal Cost	4,325,528	4,276,937	(48,591)
As % of Covered Payroll	36.94 %	36.52 %	(0.42) %
C. Expected Member Contribution	1,405,240	1,405,240	-
As % of Covered Payroll	12.00 %	12.00 %	0.00 %
D. Net Employer Normal Cost: B8-C	2,920,288	2,871,697	(48,591)
As % of Covered Payroll	24.94 %	24.52 %	(0.42) %

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Commission discussion on staff research of legal options to help mitigate rental prices and tenant rights, requested by Mayor Penserga. **- TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact: There is no fiscal impact to the budget, for this item.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Discussion on the Red Light Camera Program requested by Commissioner Turkin. **- TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact: There is no fiscal impact to the budget, for this item.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Discussion on observing Juneteenth as a City holiday, requested by Commissioner Hay. **- TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact: There is no fiscal impact to the budget, for this item.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 7/5/2022

Requested Action by Commission: Discuss a potential park in Leisureville, requested by Vice Mayor Cruz. **- TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact: There is no fiscal impact to the budget, for this item.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments: