



**Community Redevelopment Agency Board Meeting
Tuesday, February 13, 2018 - 6:30 PM
City Commission Chambers
100 E. Boynton Beach Blvd. Boynton Beach, FL 33435
561-737-3256**

AGENDA

- 1. Call to Order**
- 2. Invocation**
- 3. Roll Call**
- 4. Agenda Approval**
 - A. Additions, Deletions, Corrections to the Agenda
 - B. Adoption of Agenda
- 5. Legal**
- 6. Informational Items and Disclosures by Board Members and CRA Staff:**
 - A. Disclosure of Conflicts, Contacts, and Relationships for Items Presented to the CRA Board on Agenda
- 7. Announcements and Awards**
 - A. Movies in the Park
 - B. Music on the Rocks
 - C. The 4th Annual Blarney Bash
 - D. Marketing and Business Development Campaign
- 8. Information Only**
 - A. Public Comment Log
 - B. Public Relations Articles Associated with the BBCRA
- 9. Public Comments**
- 10. Consent Agenda**
 - A. Financial Report Period Ending January 31, 2018
 - B. Monthly Purchase Orders
- 11. Pulled Consent Agenda Items**
- 12. Public Hearing**

13. Old Business

- A. Audited Financial Statements - FY 2016-2017, Fiscal Year Ended September 30, 2017
- B. Consideration of the Site Plan for the Property located at 711 N. Federal Highway for South Florida Marine, d/b/a BZ Woods Properties, LLC
- C. Discussion and Consideration of Subordination of the CRA Homebuyer Assistance Program Mortgage between Lasendra Hoggins Wilson and the CRA
- D. Consideration of Pathways to Prosperity's Grant Application for the Boynton Beach CRA Non-Profit Organization Grant Program
- E. Discussion Regarding the Continuation of the Social Media Outreach Program FY 17-18 Funding
- F. Project Update 211 E. Ocean Avenue
- G. Project Update for 480 E. Ocean Avenue

14. New Business

- A. Consideration of Purchase and Sale Agreement with Larann LLC for the Property located at 201 NE 9th Avenue
- B. Consideration of Approval of Costa Center, LLC's Performance Audit for Year Ending December 31, 2017 for the Casa Costa Project
- C. Consideration of Interlocal Agreement for Technical Support Services with the City of Boynton Beach
- D. Consideration and Discussion of Outsourcing Legal Services for Human Resources

15. CRA Advisory Board

- A. Approval of CRA Advisory Board Meeting Minutes - January 4, 2018
- B. Pending Assignments
 - 1. None
- C. Reports on Pending Assignments
 - 1. None
- D. New Assignments
 - 1. None

16. Future Agenda Items

- A. Boynton Beach Boulevard Streetscape Improvement Project Update
- B. Consideration of Purchase of 521 N. Federal Highway
- C. Discussion Regarding Redevelopment Options for CRA Owned Parcels within the MLK, Jr. Boulevard Corridor
- D. Consideration for Revision to the CRA Procurement Policy Including a Local Business Preference Under a Competitive Process
- E. Consideration of Parameters for an RFP/RFQ for the CRA Owned Property

**(Tabled
11/14/17)**

Located at NE 4th and NE 5th Avenues, a/k/a the Cottage District

F. Solid Waste Authority Grant Results

17. Adjournment

NOTICE

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

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

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



CRA BOARD MEETING OF: February 13, 2018

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.A.

SUBJECT:

Movies in the Park

SUMMARY:

FEBRUARY RECAP

- Last month's Movies in the Park event was held on February 2nd and featured the film ***Glory Road***.
- Approximately 115 people attended.
- Prior to the start of the movie, a video trailer was shown featuring 5 local CRA businesses: Four Reel Services; Banana Boat; Macoviak, Oyer, and Associates; Penn Nails; and Zoo Health Club.
- Troy's Bar-Be-Que food truck was onsite selling food and beverages.

As at all Movies in Park events, staff tries to engage the community and gather data from the attendees. 40 event feedback surveys were collected at this event and the results are as follows:

- Connection to Boynton Beach:
 - Live - 74%
 - Work - 2%
 - Leisure - 2%
 - Visiting - 2%
- CRA sponsored events attended:
 - Pirate Fest - 77%
 - Tree Lighting - 62%
 - Boat Parade - 62%
 - MLK Celebration of Unity - 14%
 - Blarney Bash - 34%
 - Music on the Rocks - 54%
 - Movies in the Park - 74%
- Heard about the event via:
 - Print - 22%
 - Banner - 11%
 - Flyer - 22%
 - Social Media - 25%

- Friend - 20%
- Website - 25%
- Other - 17%
- Age Range:
 - 20's - 5%
 - 30's - 31%
 - 40's - 11%
 - 50's - 34%
 - 60's - 17%
 - 70's - 2%
 - 80's - 2%
- Sex:
 - Male - 40%
 - Female - 60%

MARCH MOVIE ANNOUNCEMENT

On March 2, 2018, screening of Movies in the Park will feature the film *Wonder Woman*.

Event details are listed below:

- This is a free event that will be held at the Ocean Avenue Amphitheatre starting at 7:00 PM and will run until approximately 9:30 PM.
- The feature film is rated PG-13
- A video trailer of select CRA district businesses will be shown prior to the start of the film.
- Gift cards donated by selected CRA district businesses will be given away to guests through a drawing after the movie.

EVENT MARKETING

Neighborhood News- Working with Neighborhood News to reach out to the western Boynton communities, this marketing strategy will continue to promote downtown Boynton Beach. January's ad featured the Movies in the Park and Music on the Rocks with an editorial. Neighborhood News also featured the event on their Facebook page with 857 followers and website. \$615.00 (Exhibit A)

Alco Capital Theaters- Staff created a Movies in the Park, Music on the Rocks and Blarney Bash screen advertisement that was aired before the movie on all 8 theater screens as an opening to the movie from 10 am until 9 pm. Movies & Music ad will air February 1 - February 16 and Blarney Bash ad will air February 16 - March 16. \$450.00 (Exhibit B)

Delray Beach Newspaper- A full-page ad for Movies in the Park & Music on the Rocks titled "Meet me at the Amphitheatre!" was featured in January's issue of the Delray Newspaper. Reaching over 15,000 direct online readers, a circulation of 12,000 papers distributed to 250 locations in Palm Beach County and a copy mailed directly to over 2,000 homes. \$975.00 (Exhibit C)

Utility Bill - Staff designed the utility insert and 35,000 inserts were printed. The insert will be in February's utility bill displaying the Movies & Music calendar and 4th Annual Blarney Bash.

\$1,846.00 (Exhibit D)

Social Media Campaign & Email Blasts- The CRA staff established a strong social media campaign on Facebook, Twitter and Instagram. The goal was to keep the community engaged and informed about the events in January. (Exhibit E)

FISCAL IMPACT:

FY 2017-18 Project Fund, line item 02-58500-480

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

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

ATTACHMENTS:

Description

- ▣ **Exhibit A-D**
- ▣ **Exhibit E Social Media**

FREE EVENTS IN BOYNTON BEACH



MOVIES IN THE PARK

February	2nd	7:00 pm
March	2nd	7:00 pm
April	6th	8:30 pm
May	4th	8:30 pm
June	1st	8:30 pm



Music on the ROCKS

February	16th	6-9 pm
April	20th	6-9 pm
May	18th	6-9 pm
June	15th	6-9 pm



PRESENTED BY
BOYNTON BEACH CRA

CatchBoynton.com
129 E. Ocean Ave., Boynton Beach

Exhibit B Alco Capital Theaters

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Music on the ROCKS

February	16 th	6-9 pm
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May	18 th	6-9 pm
June	15 th	6-9 pm

Presented By **BOYNTON BEACH CRA** 129 E. Ocean Ave Boynton Beach • CatchBoynton.com



Meet Me At The Amphitheatre!
FREE EVENTS IN BOYNTON BEACH



February	2nd	7:00 pm	
March	2nd	7:00 pm	
April	6th	8:30 pm	
May	4th	8:30 pm	
June	1st	8:30 pm	

CatchBoynton.com

Music on the **ROCKS**

February	16th	6-9 pm
April	20th	6-9 pm
May	18th	6-9 pm
June	15th	6-9 pm



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Meet Me at the Amphitheatre!
FREE EVENTS IN BOYNTON BEACH



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May	4th	8:30 pm
June	1st	8:30 pm



on the
Music ROCKS

February	16th	6-9 pm
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May	18th	6-9 pm
June	15th	6-9 pm



PRESENTED BY
BOYNTON BEACH CRA

CatchBoynton.com

129 E. Ocean Ave., Boynton Beach

Exhibit E Movies in the Park Social Media Campaign

Boynton Beach CRA
February 2 at 3:26pm · 🌐

#TGIF! Get some grub from one of the many #BBCRA District restaurants, then head over to the Ocean Ave. Amphitheatre for a #FreeMovie night with #MoviesinthePark 129 E. Ocean Ave. at 7 PM.



160 people reached [Boost Post](#)

Jen Eick

Performance for Your Post

160 People Reached

1 Likes, Comments & Shares

1 Likes	1 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

0 Post Clicks

0 Photo Views	0 Link Clicks	0 Other Clicks
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

February 1 at 7:49pm · 🌐

Come enjoy a free movie night tomorrow on the big screen after a long week of work. #TGIF #BBCRA #Movies



👤 241 people reached

Boost Post

Performance for Your Post

241 People Reached

1 Likes, Comments & Shares 🔍

0 Likes	0 On Post	0 On Shares
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0 Comments	0 On Post	0 On Shares
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1 Shares	1 On Post	0 On Shares
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1 Post Clicks

1 Photo Views	0 Link Clicks	0 Other Clicks 🔍
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NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

January 25 at 3:07pm · 🌐

Movie night with the whole family at Movies in the Park. #FreeMovie #FreePopcorn #Family #BBCRA



Boynton Beach CRA
Public & Government Service

[Learn More](#)

👤 1,168 people reached

[Boost Post](#)

Performance for Your Post

1,168 People Reached

25 Reactions, Comments & Shares

20 Like	19 On Post	1 On Shares
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1 Sad	1 On Post	0 On Shares
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0 Comments	0 On Post	0 On Shares
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4 Shares	1 On Post	3 On Shares
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16 Post Clicks

7 Photo Views	0 Link Clicks	9 Other Clicks
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NEGATIVE FEEDBACK

1 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Insights activity is reported in the Pacific time zone. Ads activity is reported in the time zone of your ad account.

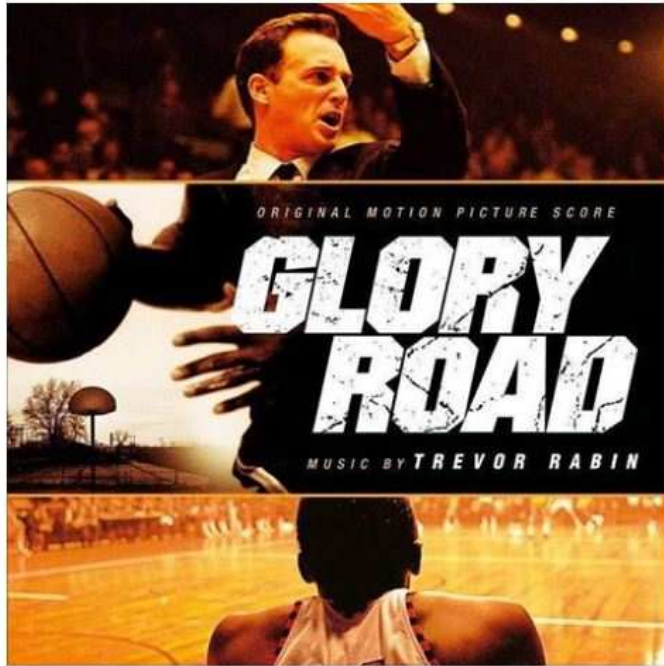


Boynton Beach CRA

January 24 at 12:12pm · 🌐



FREE MOVIE NIGHT! Featuring Glory Road at the Ocean Ave. Amphitheatre 129 E. Ocean Ave., February 2nd at 7 PM. First 100 people receive a FREE bag of popcorn! Hmm, yummy...



👤 212 people reached

Boost Post

Performance for Your Post

212 People Reached

1 Likes, Comments & Shares 📊

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

1 Shares	0 On Post	1 On Shares
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6 Post Clicks

1 Photo Views	0 Link Clicks	5 Other Clicks 📊
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

January 23 at 4:29pm · 🌐

#MoviesinthePark features Glory Road on the BIG SCREEN! #BBCRA



Boynton Beach CRA
Public & Government Service

[Learn More](#)

👤 2,231 people reached



[Boost Post](#)

Recent Activity

Performance for Your Post

2,231 People Reached

66 Reactions, Comments & Shares 📊

41 Like	35 On Post	6 On Shares
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3 Love	3 On Post	0 On Shares
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5 Comments	0 On Post	5 On Shares
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17 Shares	17 On Post	0 On Shares
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49 Post Clicks

15 Photo Views	0 Link Clicks	34 Other Clicks 📊
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NEGATIVE FEEDBACK

2 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page


Insights activity is reported in the Pacific time zone. Ads activity is reported in the time zone of your ad account.

Video



Boynton Beach CRA
Published by Azim Hussain [?] · January 30 at 3:33pm · 🌐

This Friday at 7 PM #MoviesinthePark features Glory Road at the Ocean Avenue Amphitheatre 129 E. Ocean Ave. in #BoyntonBeach. Free Movie night with the family, Free popcorn, and a Free drawing at the end of the movie! #BBCRA #FreeEvent



FACEBOOK.COM [Learn More](#)

2,971 people reached [Boost Post](#)

Recent Activity

Boosted on Jan 30
Audience: United States: Boca Raton (33428), Boy...
By Azim Hussain · Finished 1 day ago

[View Results](#)

2.7K Views

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

[Rich Leh, Susan Oyer and 18 others](#) [Top Comments](#)

3 Shares

Email Blast

Sender Property: Boynton Beach CRA <smith-coffeyT@bbfl.us>

Subject: FRIDAY-MUSIC ON THE ROCKS



Don't have plans this Friday? You do now...

Country Night

Music on the **ROCKS**

Featuring

Steeltown Religion

January 19th • 6 PM

129 E. Ocean Ave.

**FREE
EVENT**

PRESENTED BY
BOYNTON
BEACH **CRA**

[CLICK HERE TO LEARN MORE ABOUT THE CRA](#)

FRIDAY-MUSIC ON THE ROCKS 📧

Subject: FRIDAY-MUSIC ON THE ROCKS

January 16, 2018 4:15:26 PM (Completed in 20 seconds)

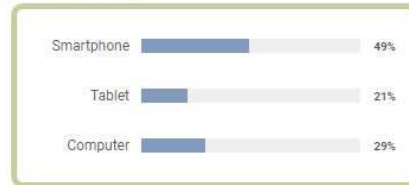
export message data ▾

create a segment ▾

Email Impact



Device Usage



Social Engagement



Lists and Segments

Boynton Beach CRA Event Distribution	1,364 contacts
CRA District Business	72 contacts

Click Report

http://catchboynton.com/	21 contacts	31 clicks
https://twitter.com/BoyntonBeachCRA	1 contact	1 click
https://www.facebook.com/BoyntonBeachCRA/	1 contact	1 click
https://www.instagram.com/boyntonbeachcra/	1 contact	1 click

Upcoming Movie

MOVIES IN THE PARK

MARCH 2nd • 7 PM
129 E. OCEAN AVE.

Wonder Woman

PRESENTED BY
BOYNTON BEACH CRA

FREE EVENT



CRA BOARD MEETING OF: February 13, 2018

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.B.

SUBJECT:

Music on the Rocks

SUMMARY:

JANUARY RECAP

- The January 19, 2018, Music on the Rocks event featured the band Steeltown Religion.
- There were approximately 125 people in attendance throughout the night.
- Forty feedback surveys were collected, revealing the following information:
 - Connection to Boynton Beach:
 - Resident - 68%
 - Work - 19%
 - Leisure - 19%
 - Visiting - 14%
 - Interested in free events - 97%
 - Heard about event via:
 - Print - 21%
 - Banner - 9%
 - Flyer - 12%
 - Social Media - 26%
 - Friend - 12%
 - Website - 14%
 - Other - 14%
 - Age Range:
 - 20's - 7%
 - 30's - 12%
 - 40's - 12%
 - 50's - 29%
 - 60's - 31%
 - 70's - 4%
 - Sex:
 - Male - 30%
 - Female - 70%
 - Ethnicity:
 - Caucasian - 82%

- African American - 4%
- Hispanic - 7%
- Native American - 2%
- A representative from Brightline was at the event to educate the community about rail safety.

FEBRUARY ANNOUNCEMENT

On Friday, February 16, 2018, the Boynton Beach CRA will present the monthly Music on the Rocks event. Event details are listed below:

- The featured band will be Reggae Souljah, a Boynton Beach based reggae band.
- This FREE event takes place at the Ocean Avenue Amphitheatre, from 6:00 PM to 9:00 PM.
- Food Truck Invasion will be onsite with a variety of food options.
- Cocktails and beer will be available for purchase from the mobile bar service.
- Free parking is available onsite.
- Due to Blarney Bash, there will be no Music on the Rocks event in March. The next Music on the Rocks event will be April 20, 2018, featuring the band The Flyers.

EVENT MARKETING

Neighborhood News- Working with Neighborhood News to reach out to the western Boynton communities, this marketing strategy will continue to promote downtown Boynton Beach. January's ad featured the Movies in the Park and Music on the Rocks with an editorial. Neighborhood News also featured the event on their Facebook page with 857 followers and website. \$615.00 (Exhibit A)

Alco Capital Theaters- Staff created a Movies in the Park, Music on the Rocks and Blarney Bash screen advertisement that was aired before the movie on all 8 theater screens as an opening to the movie from 10 am until 9 pm. Movies & Music ad will air February 1 - February 16 and Blarney Bash ad will air February 16 - March 16. \$450.00 (Exhibit B)

Delray Beach Newspaper- A full-page ad for Movies in the Park & Music on the Rocks titled "Meet me at the Amphitheatre!" was featured in January's issue of the Delray Newspaper. Reaching over 15,000 direct online readers, a circulation of 12,000 papers distributed to 250 locations in Palm Beach County and a copy mailed directly to over 2,000 homes. \$975.00 (Exhibit C)

Utility Bill - Staff designed the utility insert and 35,000 inserts were printed. The insert will be in February's utility bill displaying the Movies & Music calendar and 4th Annual Blarney Bash. \$1,846.00 (Exhibit D)

Social Media Campaign & Email Blasts- The CRA staff established a strong social media campaign on Facebook, Twitter and Instagram. The goal was to keep the community engaged and informed about the events in January. (Exhibit E)

FISCAL IMPACT:

FY 2017- 18 Project Fund, line item 02-58500-480

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

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

ATTACHMENTS:

Description

- ▣ **Exhibit A-D**
- ▣ **Exhibit E Social Media**

FREE EVENTS IN BOYNTON BEACH



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May	4th	8:30 pm
June	1st	8:30 pm



Music on the ROCKS

February	16th	6-9 pm
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May	18th	6-9 pm
June	15th	6-9 pm



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BOYNTON BEACH CRA

CatchBoynton.com
129 E. Ocean Ave., Boynton Beach

Exhibit B Alco Capital Theaters

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Presented By **BOYNTON BEACH CRA** 129 E. Ocean Ave Boynton Beach • CatchBoynton.com



Meet Me At The Amphitheatre!

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June	1st	8:30 pm	

CatchBoynton.com

Music on the ROCKS

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CatchBoynton.com
129 E. Ocean Ave., Boynton Beach

Meet Me at the Amphitheatre!
FREE EVENTS IN BOYNTON BEACH



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on the
Music ROCKS

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PRESENTED BY
BOYNTON BEACH CRA

CatchBoynton.com

129 E. Ocean Ave., Boynton Beach

Exhibit E Music on the Rocks Social Media Campaign

Boynton Beach CRA added 3 new photos. January 19 at 5:33pm

#MusicontheRocks starts in 30 minutes! Get down to the Ocean Ave Amphitheatre now for a #Free concert! 129 E. Ocean Ave! Enjoy a cocktail and Food Truck Invasion

291 people reached Boost Post

Susan Oyer, Susan Harris and 2 others

Like Comment Share

Performance for Your Post

291 People Reached

4 Likes, Comments & Shares

4 Likes	4 On Post	0 On Shares
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0 Comments	0 On Post	0 On Shares
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0 Shares	0 On Post	0 On Shares
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13 Post Clicks

7 Photo Views	0 Link Clicks	6 Other Clicks
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NEGATIVE FEEDBACK

1 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

January 19 at 3:08pm · 🌐

Tonight! #MusicontheRocks starts at 6PM! Bring all your friends, your family, and your crazy neighbors! #FreeEvent #TGIF



👤 241 people reached

[Boost Post](#)

👤 Mercedes Coppin, Antonio Axcel and Eddie Willer

1 Comment

👍 Like

💬 Comment

➦ Share



Performance for Your Post

241 People Reached

4 Likes, Comments & Shares 📊

3 Likes	3 On Post	0 On Shares
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1 Comments	1 On Post	0 On Shares
------------	-----------	-------------

0 Shares	0 On Post	0 On Shares
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7 Post Clicks

3 Photo Views	0 Link Clicks	4 Other Clicks 📊
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NEGATIVE FEEDBACK

0 Hide Post

0 Hide All Posts

0 Report as Spam

0 Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

January 19 at 12:07pm · 🌐

Don't worry about making plans tonight for the family, #MusicOnTheRocks has got you covered. Steeltown Religion plays live at 6PM 129 E. Ocean Ave in #BoyntonBeach. #FREECONCERT #CountryROCK



👤 280 people reached

Boost Post

👤 Susan Oyer, Leah Smith and Eddie Willer

👍 Like

💬 Comment

➦ Share



Performance for Your Post

280 People Reached

4 Likes, Comments & Shares 📊

3 Likes 3 On Post 0 On Shares

0 Comments 0 On Post 0 On Shares

1 Shares 0 On Post 1 On Shares

5 Post Clicks

3 Photo Views 0 Link Clicks 2 Other Clicks 📊

NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts

Boynton Beach CRA
 January 17 at 12:57pm · 🌐

Don't have plans this Friday? You do now...#MusicOnTheRocks features Steeltown Religion at the Ocean Avenue Amphitheatre 129 E. Ocean Ave. Boynton Beach at 6PM. #CountryMusic #Rock #FreeEvent #BoyntonBeach



👤 217 people reached [Boost Post](#)

👤 Boynton Beach CRA, Dar Waters and Eddie Willer

👍 Like 💬 Comment ➦ Share ⋮

Performance for Your Post

217 People Reached

3 Likes, Comments & Shares 📊

3 Likes	3 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

7 Post Clicks

3 Photo Views	0 Link Clicks	4 Other Clicks 📊
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

January 15 at 11:09am · 🌐

Live Music, Food Truck Invasion, and Cocktails all happening this Friday, at 6PM in Boynton Beach! #Country #Rock #FreeEvent #BBCRA



Boynton Beach CRA

Public & Government Service

[Learn More](#)

👤 2,115 people reached

[Boost Post](#)

Recent Activity

Boosted on Jan 15

Audience: United States: Boca Raton (33428), Boy...

By Azim Hussain · Finished 19 days ago

[View Results](#)

Performance for Your Post

2,115 People Reached

84 Likes, Comments & Shares 📊

61 Likes	57 On Post	4 On Shares
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4 Comments	4 On Post	0 On Shares
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19 Shares	19 On Post	0 On Shares
---------------------	----------------------	-----------------------

72 Post Clicks

24 Photo Views	0 Link Clicks	48 Other Clicks 📊
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NEGATIVE FEEDBACK

2 Hide Post **1** Hide All Posts

0 Report as Spam **0** Unlike Page

Insights activity is reported in the Pacific time zone. Ads activity is reported in the time zone of your ad account.



Boynton Beach CRA

January 14 at 4:01pm · 🌐

Get some southern hospitality this Friday at #MusicOnTheRocks, where the drinks are cold and everyone is welcome. #Country #Rock #BoyntonBeach #BBCRA



Boynton Beach CRA
Public & Government Service

[Learn More](#)

👤 1,524 people reached

[Boost Post](#)

Performance for Your Post

1,524 People Reached

56 Likes, Comments & Shares

46 Likes 44 On Post 2 On Shares

0 Comments 0 On Post 0 On Shares

10 Shares 4 On Post 6 On Shares

28 Post Clicks

14 Photo Views 0 Link Clicks 14 Other Clicks

NEGATIVE FEEDBACK

1 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Insights activity is reported in the Pacific time zone. Ads activity reported in the time zone of your ad account.

Boynton Beach CRA
 January 11 at 1:47pm · 🌐

#MusicontheRocks next Friday! Enjoy a cocktail and live country music after work in Boynton Beach. Steeltown Religion #LoveFL #BBCRA #LiveMusic #Freeevent




Boynton Beach CRA
 Public & Government Service

2,231 people reached

[Learn More](#) [Boost Post](#)

Performance for Your Post

2,231 People Reached

89 Reactions, Comments & Shares

67 Like	61 On Post	6 On Shares
2 Love	1 On Post	1 On Shares
0 Comments	0 On Post	0 On Shares
20 Shares	20 On Post	0 On Shares

44 Post Clicks

12 Photo Views	0 Link Clicks	32 Other Clicks
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NEGATIVE FEEDBACK

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

Insights activity is reported in the Pacific time zone. Ads activity is reported in the time zone of your ad account.

Video



Boynton Beach CRA was live...
about 3 weeks ago · 🌐

Band is killing it at #MusicOnTheRocks

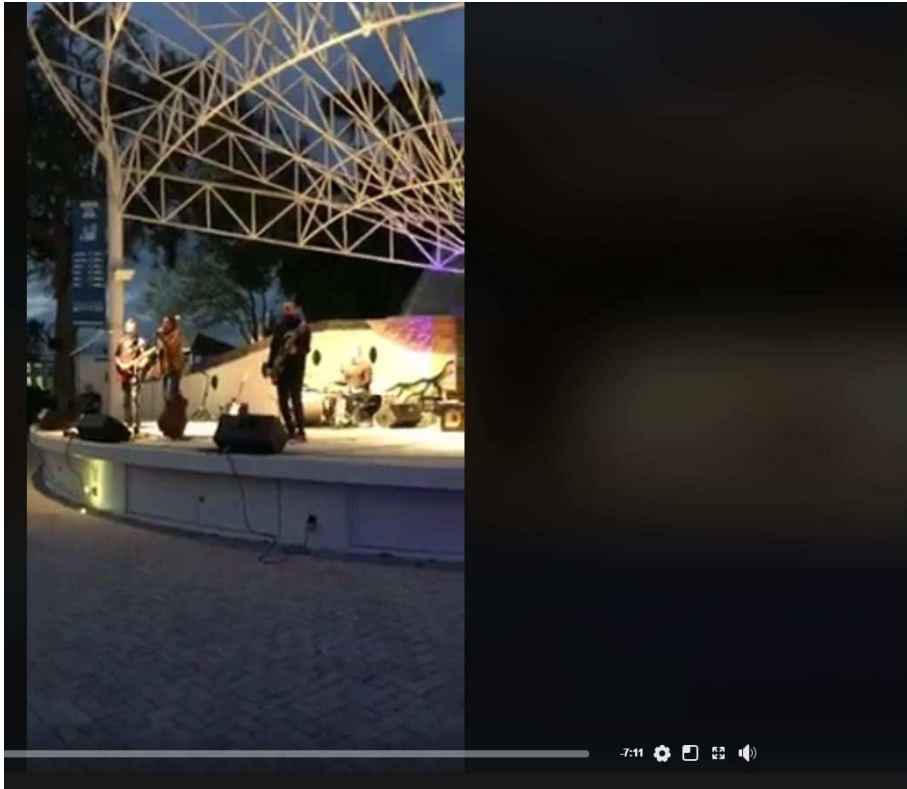
👍👍👍 34 4 Shares 787 Views

Like Comment Share

Comments

Comments (5) Top Comments

- Veronica Michleski** · 0:16 Wow. She's amazing.
👍 2
Like Reply Message · 2w
- Julie Tindall** · 1:09 Awesome song! Go Bridget! ❤️❤️❤️
👍 1
Like Reply Message · 2w · Edited
- Gaybrilla Debord** · 4:13 Great band. Love these guys. I wish I were there
👍 2
Like Reply Message · 2w
- Michelle Fishman Fisher** · 0:00 Great music! Great weather! Great people!
👍 2
Like Reply Message · 2w
- Steeltown Religion** · 0:52 🥰🥰🥰
Like Reply Message · 2w



Boynton Beach CRA was live — with Steeltown Religion...
about 3 weeks ago · 🌐

#MusicOnTheRocks with Steeltown Religion

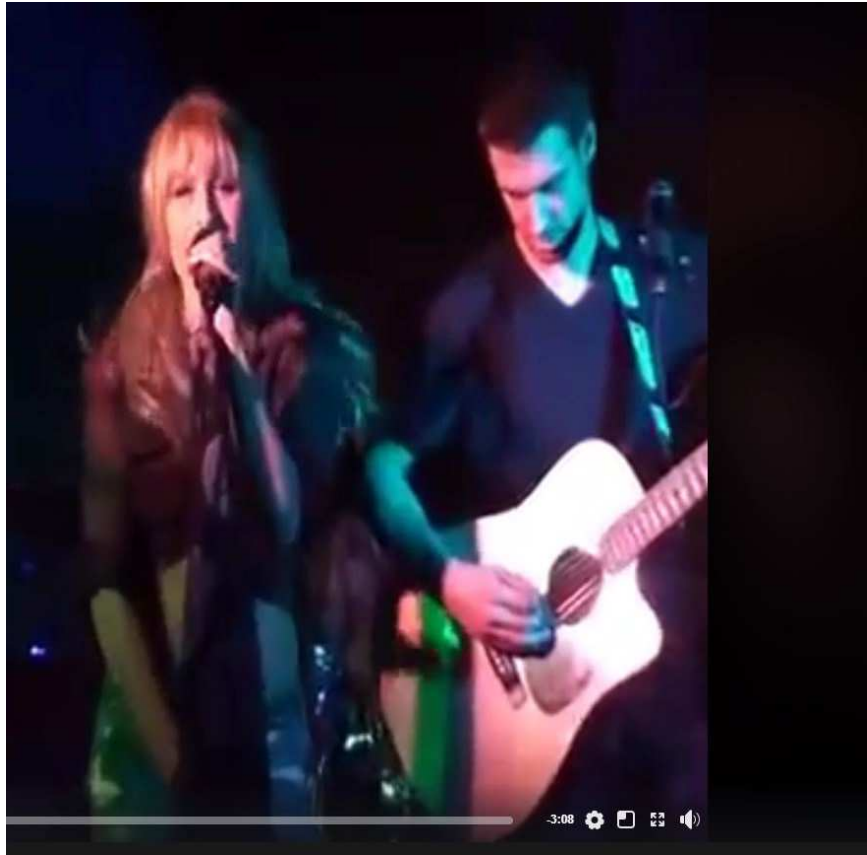
👍❤️ 23 368 Views

Like Comment Share

Comments

Comments (5) Top Comments

- Michelle Fishman Fisher** · 0:18 Thanks..it was a great event for the community!
👍 2
Like Reply Message · 2w
- Alice Crawford** · 1:04 Awf! Fly high baby girl and hugs to you Rachel ❤️❤️❤️
👍 1
Like Reply Message · 2w
- Megan Erin** · 0:41 Girl your killing it! I'm so proud of you!!
👍 1
Like Reply Message · 2w
- Rachel Weiss** · 1:31 You go Bridget!!
👍 1
Like Reply Message · 2w
- Aimee Jane Ladebue** · 1:34 Yaw! look good...and chilly 🥰
Like Reply Message · 2w



about a month ago

Come out to #MusicontheRocks for a Florida styled country night! Steeltown Religion rocks out live next Friday at 6PM-129 E. Ocean Ave. in Boynton Beach! #BBCRA #Live #Country #Music #FreeEvent #Happyhour

10 2 Shares 974 Views

Like Comment Share

Comments Up Next

- Celebrating the 500 Ocean Apartment Homes Grand Opening in downtown...**
Boynton Beach CRA
300 Views
11:00
- This Friday at 7 PM #MoviesinthePark features Glory Road at t...**
Boynton Beach CRA
2.7K Views
2:32
- Do you know why these #BBCRA businesses are so happy?! They're...**
Boynton Beach CRA
84 Views
0:06
fusions Cafe
- Boynton Beach shop's local! #HittheBiz**
Boynton Beach CRA
287 Views
15:27
- Band is killing it at #MusicontheRocks**
Boynton Beach CRA
767 Views
6:45

#MusicontheRocks with

Email Blast

Sender Property: Boynton Beach CRA <smith-coffeyT@bbfl.us>

subject: FRIDAY-MUSIC ON THE ROCKS



Don't have plans this Friday? You do now...



The poster features a large acoustic guitar as a background. A woman in a red top and denim shorts is standing on the guitar's neck, and a man in a plaid shirt is sitting on the ground in front of it. The text on the poster includes: "Country Night" in a white script font; "Music on the ROCKS" where "Music" is in white script, "on the" is in small green text, and "ROCKS" is in large blue block letters; "Featuring Steeltown Religion" where "Featuring" is in a small white script font and "Steeltown Religion" is in large orange block letters; "January 19th • 6 PM" and "129 E. Ocean Ave." in white block letters; a red "FREE EVENT" badge in a white circle; and the logo for "PRESENTED BY BOYNTON BEACH CRA" with a palm tree icon.

FREE EVENT

January 19th • 6 PM
129 E. Ocean Ave.

PRESENTED BY
BOYNTON BEACH CRA

[CLICK HERE TO LEARN MORE ABOUT THE CRA](#)

FRIDAY-MUSIC ON THE ROCKS 📧

Subject: FRIDAY-MUSIC ON THE ROCKS

January 16, 2018 4:15:26 PM (Completed in 20 seconds)

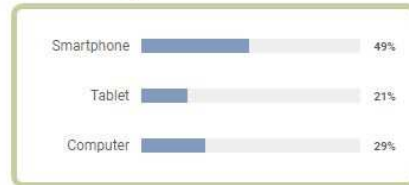
export message data ▾

create a segment ▾

Email Impact



Device Usage



Social Engagement



Lists and Segments

Boynton Beach CRA Event Distribution	1,364 contacts
CRA District Business	72 contacts

Click Report

http://catchboynton.com/		21 contacts	31 clicks
https://twitter.com/BoyntonBeachCRA		1 contact	1 click
https://www.facebook.com/BoyntonBeachCRA/		1 contact	1 click
https://www.instagram.com/boyntonbeachcra/		1 contact	1 click

Upcoming Music on the Rocks



on the
Music ROCKS

Reggae
Souljahs

February 16 • 6 PM
Ocean Ave Amphitheatre
129 E. Ocean Ave.

FREE Concert

PRESENTED BY
BOYNTON BEACH CRA



CRA BOARD MEETING OF: February 13, 2018

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.C.

SUBJECT:

The 4th Annual Blarney Bash

SUMMARY:

- On Saturday, March 17, 2018, the Boynton Beach CRA will host the 4th Annual Boynton Beach Blarney Bash in the downtown district.
- The FREE event start at 4:00 PM and ends at 9:00 PM.
- East Ocean Avenue will be closed between Seacrest Boulevard and NE 1st Street.
- Live music from Rogue Theory, Steeltown Religion, and Celtic Mayhem.
- Performance from the students of the Aranmore Academy of Irish Dance.
- Food court with a variety of options, including authentic Irish cuisine.
- Craft beer selections will be available on tap from local Boynton Beach Breweries.
- Inflatable and interactive activities for children.
- Green costume contest for both children and adults.
- Retail vendor space is available for \$180 for Boynton Beach based businesses and \$225 for businesses located outside of Boynton Beach.

EVENT MARKETING

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

Utility Bill - Staff designed the utility insert and 35,000 inserts were printed. The insert will be in February's utility bill displaying the 4th Annual Blarney Bash and Movies & Music calendar. Cost: \$1,846.00 (Exhibit B)

Postcards - Marketing material for the 4th Annual Blarney Bash was distributed at the 500 Ocean Grand Opening and to the businesses and city buildings. This marketing tool keeps the businesses informed of our local events and allows the community to take the postcard home as a reminder of the upcoming events. Cost: \$374.00 (Exhibit C)

Street Signs - Eleven street signs were created and installed to promote the 4th Annual Blarney

Bash. Cost: \$1,735.00 (Exhibit D)

Blarney Bash Flyers – Staff designed a flyer to take to the local schools promoting the 4th Annual Blarney Bash as a family friendly event.(Exhibit E)

Social Media Campaign & Email Blasts- The CRA staff established a strong social media campaign on Facebook, Twitter and Instagram. The goal is to keep the community engaged and informed about upcoming events. (Exhibit F)

FISCAL IMPACT:

FY 2017-2018 Budget, Line Item 02-58500-480

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

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

ATTACHMENTS:

- | | Description |
|---|--------------------|
| ▢ | Exhibit A-E |
| ▢ | Exhibit F |

SATURDAY · MARCH 17, 2018

4 PM - 9 PM



EAT, DRINK & BE LUCKY!

Live Music
Cocktails & Craft Beer
Kid's Activities
Leprechauns & More

**FREE
EVENT**

PRESENTED BY
BOYNTON BEACH CRA

129 E. OCEAN AVE.
CatchBoynton.com

SATURDAY • MARCH 17, 2018

4 PM - 9 PM



EAT, DRINK & BE LUCKY!

Live Music
Cocktails & Craft Beer
Kid's Activities
Leprechauns & More

**FREE
EVENT**

PRESENTED BY
BOYNTON BEACH CRA

129 E. OCEAN AVE.
CatchBoynton.com

SATURDAY • MARCH 17th
4 PM - 9 PM
FREE EVENT



EAT, DRINK & BE LUCKY

PRESENTED BY
BOYNTON BEACH CRA

129 E. OCEAN A
CatchBoynton.c



#LiveMusic

#BlarneyBash

Live Music
Cocktails & Craft Beer
Food Court
Irish Step Dancers
Shamrock Costume Contest
Free Kids Activities



#FamilyFun



Interpreters Available on Request
Email Coppinm@bbfl.us or Call 561-600-9097

SATURDAY • MARCH 17th

4 PM - 9 PM **FREE EVENT**

BLARNEY BASH
BOYNTON BEACH

Live Music
Cocktails & Craft Beer
Kid's Activities
Leprechauns & More

PRESENTED BY
BOYNTON BEACH CRA | 129 E. OCEAN AVE.
CatchBoynton.com

SATURDAY • MARCH 17th

4 PM - 9 PM

FREE EVENT

BLARNEY BASH
BOYNTON BEACH

PRESENTED BY
BOYNTON BEACH CRA | 129 E. OCEAN AVE.
CatchBoynton.com

SATURDAY • MARCH 17th

4 PM - 9 PM

**FREE
EVENT**

**BLARNEY
BASH**
BOYNTON BEACH



**COSTUME CONTEST • FACE PAINTING
VIDEO GAME TRAILER • BALLOON ART**

PRESENTED BY
**BOYNTON
BEACH CRA**

**129 E. OCEAN AVE.
CATCHBOYNTON.COM**

Exhibit E Blarney Bash Social Media Campaign

Boynton Beach CRA
January 24 at 3:24pm

Are you "looking" forward to celebrating St. Patrick's Day at the #BBBlarneyBash March 17? Stay tuned for more information.



220 people reached

Joe N Jackie, Debi Marvin and 2 others

Like Comment Share

Performance for Your Post

220 People Reached

4 Likes, Comments & Shares

4 Likes	4 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

3 Post Clicks

0 Photo Views	0 Link Clicks	3 Other Clicks
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Boynton Beach CRA
January 21 at 2:13pm

Get your #green ready for #BBBlarneyBash coming this March 17! #Lucky #Blarney #BBCRA



315 people reached

Jamil Andrea, Libby Vasiliou and 2 others

Like Comment Share

Performance for Your Post

315 People Reached

5 Likes, Comments & Shares

5 Likes	5 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

5 Post Clicks

1 Photo Views	0 Link Clicks	4 Other Clicks
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Boynton Beach CRA
January 17 at 5:00pm · 🌐

We are only 2 months away from #StPatricksDay! Get your #Irish on with us March 17 at the 4th Annual Boynton Beach Blarney Bash! #BBCRA #Green #Lucky

👤 320 people reached Boost Post

👤 Boynton Beach CRA, Kerry Kies Leach and Susan Harris

👍 Like 💬 Comment ➦ Share ⋮

Performance for Your Post

320 People Reached

3 Likes, Comments & Shares 🗓

3 Likes	3 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

7 Post Clicks

4 Photo Views	0 Link Clicks	3 Other Clicks 🗓
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Boynton Beach CRA added an event. ⋮
January 31 at 12:39pm · 🌐

Come be LUCKY in Boynton Beach at the 4th Annual Blarney Bash! This FREE St. Patrick's Day event is chock full of fun and is sure to be a blast for attendees of all ages. Green is the theme, so come dressed to impress!
What is expected at this event?
-Contests:
Adult and kids "Shamrock Costume Contest"... See More

SATURDAY · MARCH 17th

FREE EVENT
4 PM - 9 PM

PRESENTED BY BOYNTON BEACH CRA | 129 E. OCEAN AVE. | CatchBoynton.com

MAR 17 **4th Annual Boynton Beach Blarney B...**
Sat 4.PM - 129 E Ocean Ave, Boynton Beach, F...
You like Boynton Beach CRA. ★ Interested

Boost Event

👤 Boynton Beach CRA, Melisa Gingold, Jackie Cuadra and 13 others

👍 Like 💬 Comment ➦ Share ⋮



CRA BOARD MEETING OF: February 13, 2018

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.D.

SUBJECT:

Marketing and Business Development Campaign

SUMMARY:

Movies in the Park Video Ad Campaign – CRA Staff created the Movies in the Park Video Ad Campaign to promote local businesses to the community as part of an economic development initiative to encourage growth and development in downtown Boynton Beach. The idea led to professional video ads that featured area businesses in two-minute videos as an introduction to the movie and finished with a drawing of gift certificates from the businesses that were featured. Each month from October- June the Movies in the Park video ad campaign features 5 CRA district businesses with a video creating a positive community synergy and helps to market the downtown businesses to a wider audience. January Movies in the Park featured: Boss Tacos, FSB Menswear, Souvlaki Fast, Splashdown Divers, and Troy's Bar Be Que. 5 videos \$2,870.00 February Movies in the Park featured 4 Reel Services, Banana Boat, Macoviak, Oyer and Associates, Penn Nails, and the Zoo Heath Club. 5 videos \$2,870.00 (Exhibit A)

Robert E Wells Day "Love Fest"- 500 Flyers were created and printed \$162.00 and 4 signs were created, printed and installed at four locations: \$624.00 Staff created a social media campaign as part of the in-kind support to promote the event. (Exhibit B)

1. 4X8 Hester Center
2. 4X4 Martin Luther King Jr. Blvd. & Seacrest Blvd.
3. 4x8 Ocean Ave. & Seacrest Blvd.
4. 4x8 East bound Gateway Landscape median before the railroad tracks

Coastal Angler – An ad in the Coastal Angler Magazine featuring sport fishing at the Boynton Harbor Marina. Coastal Angler Magazine is a source for anglers, boaters and conservationists and is the second largest free outdoor publication in the nation. \$445.00 (Exhibit C)

Florida Redevelopment Association Facebook Page- The Project Seahorse Boynton Beach YouTube video was highlighted on the Florida Redevelopment Association's Facebook page. Connecting community with redevelopment. (Exhibit D)

Social Media Campaign & Email Blasts- The CRA staff established a strong social media campaign for business development on Facebook, Twitter and Instagram. The goal was to keep the community engaged and informed about businesses in the CRA district #HittheBiz. (Exhibit

E)

FISCAL IMPACT:

FY 2017-2018 Budget, Line Item 02-58400-445

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan, Implementation Guide (pages 128 - 131)

CRA BOARD OPTIONS:

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

ATTACHMENTS:

Description

- ▣ **Exhibit A-D**
- ▣ **Exhibit E**

Exhibit A – Movies in the Park Video Ad Campaign



FEBRUARY 10th

**ROBERT E. WELLS DAY
LOVE FEST**

Exhibit B -
4x4 sign



**Free Music, Food
Family Fun &
Community History!**

12 PM - 4 PM

Carolyn Sims Center, 225 NW 12th Ave.



Exhibit B -
Flyer

FEBRUARY 10th

ROBERT E. WELLS DAY

LOVE FEST

"Bringing LOVE back into the community"



**Free Music, Food
Family Fun &
Community History!**

12 PM - 4 PM

Carolyn Sims Center, 225 NW 12th Ave.

4x8 Sign



FEBRUARY 10th • 12 PM - 4 PM




**ROBERT E. WELLS DAY
LOVE FEST**

**FREE MUSIC, FOOD, FAMILY
FUN & COMMUNITY HISTORY!**

Carolyn Sims Center, 225 NW 12th Ave.




Exhibit C – Coastal Angler Magazine Ad



Boynton Beach
ENJOY THE COASTAL LIFE

FISHING · DIVING · DINING · BOATING · JET SKI RENTAL


BOYNTON BEACH CRA |  **Boynton Harbor Marina**
CATCHBOYNTON.COM
SHIP STORE & FUEL INFORMATION: 561-735-7955

The advertisement features a central photograph of a marlin leaping from the ocean's surface, its long, pointed snout leading the way. The background is a clear blue sky and sea. The text is arranged in horizontal bands: a dark blue header with the title 'Boynton Beach' in a white script font and 'ENJOY THE COASTAL LIFE' in a smaller, white sans-serif font below it. A thin dark blue band below the photo contains the text 'FISHING · DIVING · DINING · BOATING · JET SKI RENTAL' in white. The bottom section is a solid blue band containing the 'BOYNTON BEACH CRA' logo (with a palm tree icon), the 'Boynton Harbor Marina' logo (with a lighthouse icon), the website 'CATCHBOYNTON.COM', and the phone number '561-735-7955'.

Exhibit D – Florida Redevelopment Association Facebook Page

Like Follow Share ...

REDEVELOPMENT WORKS



Like Comment Share

3


1 Share

Write a comment

Ken Stapleton Congrats!!!
Like Reply 4w

Florida Redevelopment Association
January 3

Redevelopment is about more than buildings, it's about the community and those living in it. The Boynton Beach CRA's partnership with Project Seahorse connects kids with the community and the environment.
#RedevelopmentWorks



Project Seahorse - Boynton Beach, Fl
We are a Team combining the resources of County Tourism, Film, Sports, the Parks Department, the CRA of Boynton...

YOUTUBE.COM

Like Comment Share

3

Write a comment

Sign Up Send Message

Invite your friends to like this Page

1,303 people like this

1,286 people follow this

Renee Michelle Roberts and 7 other friends like this

About See All

Send Message

www.redevelopment.net

Community

Suggest Edits

People Also Like

Florida Housing Coalit... Nonprofit Organization Like

Visit Bradenton Gulf Is... Travel Company Like

Very Boutiquey - Show... Women's Clothing Store Like

Pages liked by this Page

City of Williston, Florida Like

Home About Photos Events YouTube FRA on Twitter Join My List FRA Website Videos Poll Posts Notes Community **Create a Page**

Exhibit B Robert E Wells Social Media

Boynton Beach CRA
23 hrs

The #HeartofBoynton is celebrating the community February 10th at the Carolyn Sims Center 225 NW 12th Ave. from 12-4 PM. Enjoy music, food, and activities in #BoyntonBeach.



171 people reached

Boost Post

Boynton Beach CRA, Sharon Grcevic and Dena Balka

Like

Comment

Share

Performance for Your Post

171 People Reached

3 Likes, Comments & Shares

3 Likes 3 On Post 0 On Shares

0 Comments 0 On Post 0 On Shares

0 Shares 0 On Post 0 On Shares

4 Post Clicks

4 Photo Views 0 Link Clicks 0 Other Clicks

NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts

Boynton Beach CRA
February 5 at 6:48pm

Honor the community of #BoyntonBeach this coming Saturday at the Carolyn Sims Center from 12-4PM! #LoveFest #BBCRA #FreeEvent



130 people reached

Boost Post

Like Comment Share

Performance for Your Post

130 People Reached

0 Likes, Comments & Shares

0 Likes On Post 0 On Shares

0 Comments On Post 0 On Shares

0 Shares On Post 0 On Shares

2 Post Clicks

0 Photo Views 0 Link Clicks 2 Other Clicks

NEGATIVE FEEDBACK

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

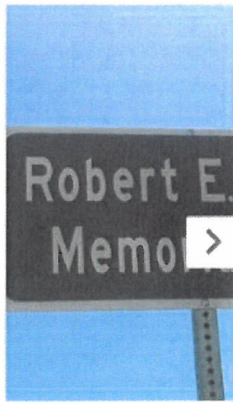
Boynton Beach CRA
February 2 at 12:45pm

Celebrate the community of #BoyntonBeach on Robert E. Wells Day February 10 from 12-4 PM at the Carolyn Sims Center 225 NW 12th Ave. Live music, food, family fun, and history.

Follow the link to learn more about Robert E. Wells



Robert E. Wells | Historic Preservation



Robert E. Wells | Historic Pre

Performance for Your Post

205 People Reached

0 Likes, Comments & Shares

0 Likes On Post 0 On Shares

0 Comments On Post 0 On Shares

0 Shares On Post 0 On Shares

3 Post Clicks

0 Photo Views 1 Link Clicks 2 Other Clicks

NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

205 people reached

Boost Post

Like Comment Share

Boynton Beach CRA
January 31 at 2:46pm

Celebrate #BoyntonBeach February 10, by bringing love to the community.

157 people reached

Boost Post

Susan Harris

Like

Comment

Share



Performance for Your Post

157 People Reached

1 Likes, Comments & Shares

1 Likes On Post 0 On Shares

0 Comments On Post 0 On Shares

0 Shares On Post 0 On Shares

1 Post Clicks

1 Photo Views 0 Link Clicks 0 Other Clicks

NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts

Boynton Beach CRA
January 30 at 5:58pm

#BoyntonBeach is bringing the love back to the community!

FEBRUARY 10th

ROBERT E. WELLS DAY

LOVE FEST

"Bringing LOVE back into the community"

**Free Music, Food
Family Fun &
Community History!**

12 PM - 4 PM

Carolyn Sims Center, 225 NW 12th Ave.

192 people reached

Boost Post

Performance for Your Post

192 People Reached

1 Likes Comments & Shares *f*

1 Likes	1 On Post	0 On Shares
---------	-----------	-------------

0 Comments	0 On Post	0 On Shares
------------	-----------	-------------

0 Shares	0 On Post	0 On Shares
----------	-----------	-------------

1 Post Clicks

1 Photo Views	0 Link Clicks	0 Other Clicks <i>f</i>
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NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts

Exhibit E Social Media Campaign & Email Blast #HittheBiz

Boynton Beach CRA
Yesterday at 1:16pm · 🌐

Who's hungry? Celebrating #tacoTuesday with Boss Tacos. #HittheBiz



👤 256 people reached [Boost Post](#)

👍❤️ Boss Tacos, Catherine Sucete and 6 others

👍 Like 💬 Comment ➦ Share ⋮

Performance for Your Post

256 People Reached

8 Reactions, Comments & Shares 📊

7 Like	7 On Post	0 On Shares
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1 Love	1 On Post	0 On Shares
--------	-----------	-------------

0 Comments	0 On Post	0 On Shares
------------	-----------	-------------

0 Shares	0 On Post	0 On Shares
----------	-----------	-------------

10 Post Clicks

4 Photo Views	0 Link Clicks	6 Other Clicks 📊
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Boynton Beach CRA shared Hurricane Alley's event.
 February 2 at 10:43am · 🌐

Who wants to have some fun at Hurricane Alley for the #SuperBowl on Sunday? #HittheBiz



FEB 4 Superbowl
 Sun 6 PM · Hurricane Alley · Boynton Beach
 Mercedes and 4 friends like this place

★ Interested

👤 279 people reached

👍❤️ Kim Kelly, K-Ia Floyd and 3 others

👍 Like 💬 Comment ⋮

Performance for Your Post

279 People Reached

5 Reactions, Comments & Shares ⓘ

4 Like	4 On Post	0 On Shares
--------	-----------	-------------

1 Love	1 On Post	0 On Shares
--------	-----------	-------------

0 Comments	0 On Post	0 On Shares
------------	-----------	-------------

0 Shares	0 On Post	0 On Shares
----------	-----------	-------------

4 Post Clicks

0 Photo Views	0 Link Clicks	4 Other Clicks ⓘ
---------------	---------------	------------------

NEGATIVE FEEDBACK


0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts

Boynton Beach CRA
 February 4 at 2:46pm · 🌐

Enjoy #Superbowl at the #BoyntonHarborMarina! #Hitthebiz



👤 361 people reached

👍❤️ Boynton Beach CRA, Katie Stark and Susan Oyer

👍 Like 💬 Comment ➦ Share ⋮

Boost Post

Performance for Your Post

361 People Reached

24 Reactions, Comments & Shares ⓘ

14 Like	3 On Post	11 On Shares
---------	-----------	--------------

1 Love	0 On Post	1 On Shares
--------	-----------	-------------

7 Comments	0 On Post	7 On Shares
------------	-----------	-------------

2 Shares	0 On Post	2 On Shares
----------	-----------	-------------

34 Post Clicks

8 Photo Views	0 Link Clicks	26 Other Clicks ⓘ
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NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

February 2 at 3:26pm · 🌐

#TGIF! Get some grub from one of the many #BBCRA District restaurants, then head over to the Ocean Ave. Amphitheatre for a #FreeMovie night with #MoviesinthePark 129 E. Ocean Ave. at 7 PM. #HittheBiz



👤 160 people reached

Boost Post

👤 Jen Eick

Performance for Your Post

160 People Reached

1 Likes, Comments & Shares 🗨

1 Likes	1 On Post	0 On Shares
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0 Comments	0 On Post	0 On Shares
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0 Shares	0 On Post	0 On Shares
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0 Post Clicks

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

0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

February 3 at 10:40am · 🌐

Today and tomorrow 500 Ocean Apartment Homes are hosting their grand opening! Downtown #BoyntonBeach could be your new home! #HittheBiz



👤 469 people reached

Boost Post

👍 4

1 Comment

👍 Like

💬 Comment

➦ Share



469 People Reached

7 Likes, Comments & Shares

5 Likes	4 On Post	1 On Shares
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1 Comments	1 On Post	0 On Shares
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1 Shares	0 On Post	1 On Shares
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30 Post Clicks

6 Photo Views	0 Link Clicks	24 Other Clicks
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NEGATIVE FEEDBACK

0 Hide Post 1 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

February 1 at 2:38pm · 🌐

Looking for a new place to call home? 500 Ocean Apartment Homes host their grand opening this weekend! Don't miss your opportunity to live comfortably. #BoyntonBeach #Home #Family #HittheBiz



👤 362 people reached

Boost Post

👤 Sandra Do Vale Fogell and 500 Ocean Apartment Homes 1 Share

👍 Like

💬 Comment

➦ Share



362 People Reached

3 Likes, Comments & Shares 🌐

2 Likes	2 On Post	0 On Shares
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0 Comments	0 On Post	0 On Shares
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1 Shares	1 On Post	0 On Shares
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19 Post Clicks

8 Photo Views	0 Link Clicks	11 Other Clicks 🌐
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NEGATIVE FEEDBACK

1 Hide Post 0 Hide All Posts

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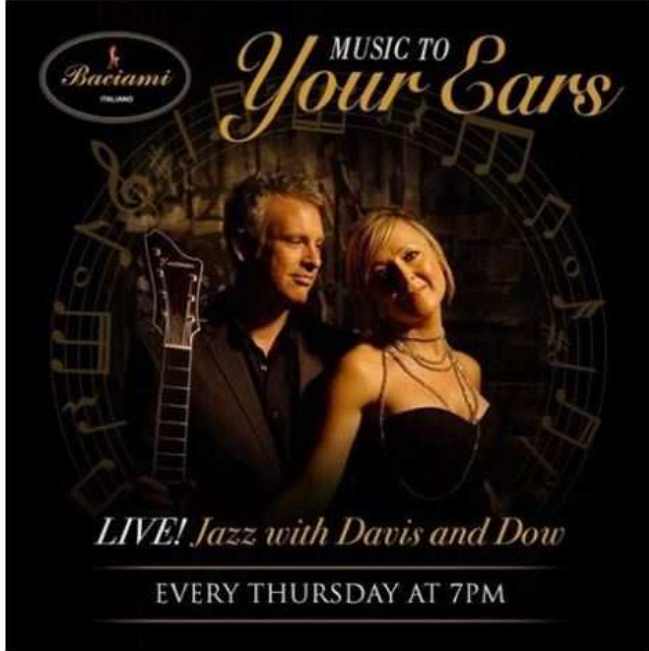
Reported stats may be delayed from what appears on posts



Boynton Beach CRA

February 1 at 11:25am · 🌐

Enjoy yourself at Baciama every Thursday with dinner and a show.
#Datenight #HittheBiz



👤 281 people reached

Boost Post

👤 Jeannette Piña and Julie Davis-Dow

2 Shares

👍 Like

💬 Comment

➦ Share



Performance for Your Post

281 People Reached

9 Reactions, Comments & Shares

4 👍 Like	0 On Post	4 On Shares
3 ❤️ Love	2 On Post	1 On Shares
0 Comments	0 On Post	0 On Shares
2 Shares	2 On Post	0 On Shares

21 Post Clicks

6 Photo Views	0 Link Clicks	15 Other Clicks
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NEGATIVE FEEDBACK

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0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts



Booynton Beach CRA shared Two Georges Waterfront Grille's post.

January 31 at 3:54pm · 🌐

Looks like there is going to be lots of fun happening at Two Georges Waterfront Grille this weekend. #HittheBiz



Two Georges Waterfront Grille

January 27 at 12:31pm · 🌐

👍 Like Page

Weekend BAND schedule!!

Saturday, Jan 27th SpiderCherry... 4-7pm

Sunday, Jan 28th Girlfriend Material... 4-7pm

👤 258 people reached

Boost Post

👍 Vince Iauale

👍 Like

💬 Comment

➦ Share



Performance for Your Post

258 People Reached

1 Likes, Comments & Shares 📊

1 Likes 1 On Post 0 On Shares

0 Comments 0 On Post 0 On Shares

0 Shares 0 On Post 0 On Shares

8 Post Clicks

1 Photo Views 0 Link Clicks 7 Other Clicks 📊

NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

January 30 at 5:35pm · 🌐

Be sure to check out the new 500 Ocean Apartment Homes this weekend at their Grand Opening Celebration! #HittheBiz

JOIN US FOR THE

Grand Opening

OF 500 OCEAN APARTMENTS

**FEBRUARY 3RD & 4TH
FROM 11AM - 4PM**

REGISTER TO WIN 6 MONTHS OF FREE RENT*

ENJOY DRINKS, APPETIZERS, AND A TOUR OF BOYNTON BEACH'S NEWEST LUXURY COMMUNITY.

PLUS, GIVEAWAYS AND SPECIAL PROMOTIONS!

500 OCEAN 500 OCEAN APARTMENT HOMES
561.738.2822 | 500OCEANAPARTMENTS.COM
101 South Federal Hwy | Boynton Beach, FL 33435

*No cash value. Resident must qualify. New lease for 12 months starts March 1, 2018-February 28, 2019. Free rent will be every other month. Up to \$1900 per month discount.

👤 391 people reached

[Boost Post](#)

👤 500 Ocean Apartment Homes and Vicki Nichols Hill

1 Share

👍 Like

💬 Comment

➦ Share



Performance for Your Post

391 People Reached

5 Likes, Comments & Shares 📊

2 Likes	2 On Post	0 On Shares
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0 Comments	0 On Post	0 On Shares
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3 Shares	1 On Post	2 On Shares
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20 Post Clicks

8 Photo Views	0 Link Clicks	12 Other Clicks 📊
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NEGATIVE FEEDBACK

1 Hide Post

0 Hide All Posts

0 Report as Spam

0 Unlike Page

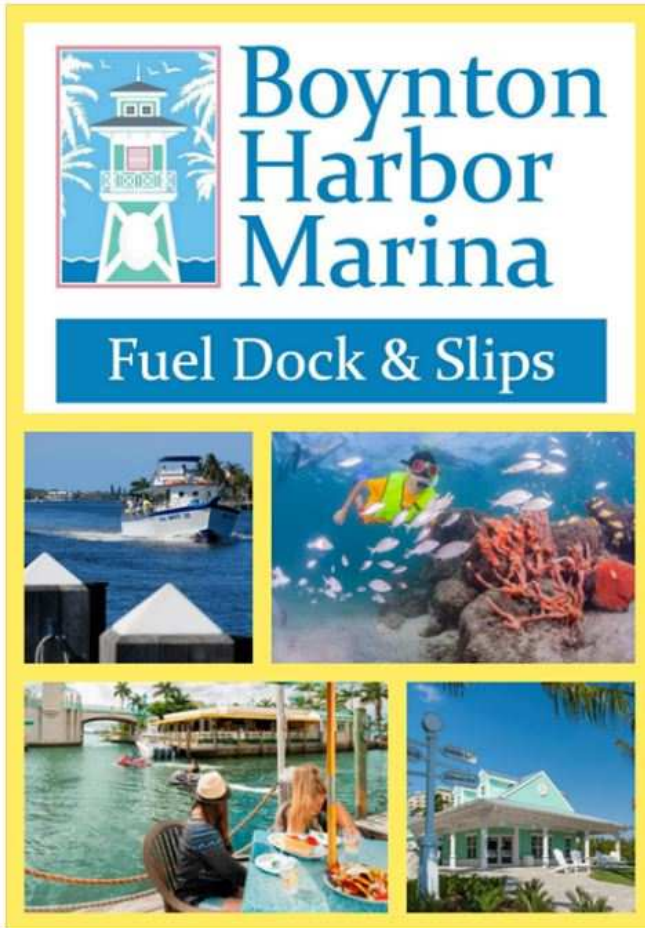
Reported stats may be delayed from what appears on posts



Boynton Beach CRA

January 26 at 3:13pm · 🌐

#TGIF! Take the family out this weekend to the #BoyntonHarborMarina. Follow the link, check out the charters, and get out on the water! ow.ly/oUI830hWYbZ #HittheBiz



👤 281 people reached

Boost Post

👤 Sara Rossman Tobias, Libby Vasiliou and 2 others

Performance for Your Post

281 People Reached

4 Likes, Comments & Shares 📊

4 Likes	4 On Post	0 On Shares
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0 Comments	0 On Post	0 On Shares
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0 Shares	0 On Post	0 On Shares
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11 Post Clicks

7 Photo Views	0 Link Clicks	4 Other Clicks 📊
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts



Boynton Beach CRA

January 26 at 2:44pm · 🌐

Don't forget it's \$5.55 gyros today at Souvlaki Fast Boynton Beach.
#HittheBiz



326 people reached

Boost Post

Lou Mueller, Kristine Marie Ros and 8 others

1 Share

Like

Comment

Share



Performance for Your Post

326 People Reached

11 Likes, Comments & Shares

10 Likes	10 On Post	0 On Shares
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0 Comments	0 On Post	0 On Shares
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1 Shares	1 On Post	0 On Shares
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16 Post Clicks

2 Photo Views	0 Link Clicks	14 Other Clicks
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NEGATIVE FEEDBACK

1 Hide Post **0** Hide All Posts

0 Report as Spam **0** Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA shared VUP Media's post

January 19 at 3:53pm · 🌐

We can't wait to see this feature video that VUP Media is producing on Banana Boat! #hitthebiz #catchboynton



VUP Media added 6 new photos

January 19 at 2:50pm · 🌐

👍 Like Page

On today's agenda, Banana Boat in Boynton Beach. Filming this fantastic spot for Boynton Beach CRA Movies in the Park... stay tuned or come down and watch during February 2nd Movie Night!

👤 433 people reached

Boost Post

👤 Boynton Beach CRA, Victoria Brinkley, Susan Oyer and 4 others

👍 Like

💬 Comment

➦ Share



Performance for Your Post

433 People Reached

7 Likes, Comments & Shares

7 Likes: 7 On Post, 0 On Shares

0 Comments: 0 On Post, 0 On Shares

0 Shares: 0 On Post, 0 On Shares

36 Post Clicks

18 Photo Views, 0 Link Clicks, 18 Other Clicks

NEGATIVE FEEDBACK


1 Hide Post, 0 Hide All Posts

0 Report as Spam, 0 Unlike Page

Reported stats may be delayed from what appears on posts

Boynton Beach CRA
January 13 at 12:59pm · 🌐

Don't forget to #shoplocal this weekend...and every weekend after that!
#HittheBiz #BBCRA



SHOP LOCAL

204 people reached Boost Post

Susan Oyer 1 Share

Like Comment Share

Performance for Your Post

204 People Reached

2 Likes, Comments & Shares

1 Likes 1 On Post 0 On Shares

0 Comments 0 On Post 0 On Shares

1 Shares 1 On Post 0 On Shares

2 Post Clicks

0 Photo Views 0 Link Clicks 2 Other Clicks

NEGATIVE FEEDBACK

1 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts

Boynton Beach CRA
January 12 at 4:57pm · 🌐

TGIF! Get out and enjoy a wonderful weekend in #BoyntonBeach!
#HittheBiz #LoveFL #BBCRA #BoyntonHarborMarina



305 people reached Boost Post

Susan Oyer, Jami Lyn Cauvin and 7 others 2 Shares

Like Comment Share

Performance for Your Post

305 People Reached

14 Likes, Comments & Shares

10 Likes 10 On Post 0 On Shares

0 Comments 0 On Post 0 On Shares

4 Shares 2 On Post 2 On Shares

20 Post Clicks

5 Photo Views 0 Link Clicks 15 Other Clicks

NEGATIVE FEEDBACK

1 Hide Post 0 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts



Boynton Beach CRA



Published by Azim Hussain [?] · January 16 at 10:05am · 🌐

Visit Troy's Bar-Be-Que for some mouth-watering brisket, ribs, or chicken today for lunch...Also, can you pick up some Mac n' Cheese for us while you're there? #HittheBiz #BBQ #BBCRA #BoyntonBeach



👤 3,595 people reached

[Boost Post](#)

1.1K Views

Like

Comment

Share with ▾

Boynton Beach CRA, Ashley Gillis, Kia Gregg and 39 others [Top Comments ▾](#)

24 Shares



Write a comment...





Boynton Beach CRA



Published by Azim Hussain [?] · January 11 at 3:51pm · 🌐

Get out on the water and have some fun with Splashdown Divers in #BoyntonBeach today! #LoveFL #HittheBiz #BBCRA



👤 710 people reached

[Boost Post](#)

218 Views

👍 Like

💬 Comment

➦ Share



👤 Boynton Beach CRA, Lauren Lyall, Libby Vasiliou and 6 others



Write a comment...





CRA BOARD MEETING OF: February 13, 2018

INFORMATION ONLY

AGENDA ITEM: 8.A.

SUBJECT:

Public Comment Log

SUMMARY:

See attachment.

CRA BOARD OPTIONS:

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

ATTACHMENTS:

Description

📎 **Public Comment Log**

2018 CRA COMMENT LOG

Date:	Method of Comment:	Name:	Comment:	Comment Directed To:	Response/ Follow Up:
1/26/2018	Via Email	Glenn Siesser	<p>Email:</p> <p>"Good Morning.</p> <p>I am again following up on the really awful looking CRUMBING, Decrepit Broken Bricks all around the plant beds.... You stated last October they'd Start replacing. Nothing done yet. This looks horrible and has a direct impact on Property Values.. Not to mention how embarrassing it is.</p> <p>Also I reported a NO TRESSPASSING SIGN half cockeyed... 3 months ago. The sign Is still listing 90 degrees because its not fastened in the ground.. is just sitting in a Wide open pole. Why can't there be any pride about how this looks and fix this?</p> <p>Please kindly let me know.</p> <p>Thanks and Happy New Year Glenn"</p>	<p>Jeff Livergood Warren Basemore Arthur Brode Theresa Utterback Michael Simon Bonnie Nicklien Damon Rockett Tito Tubelli</p>	<ul style="list-style-type: none"> • Mr. Siesser is a resident of the Marina Village condominiums and the area of concern as described in his email relates within the public right-of-way and City owned planters and materials • Mr. Siesser's email was sent to City staff as well and they are aware of the situation



CRA BOARD MEETING OF: February 13, 2018

INFORMATION ONLY

AGENDA ITEM: 8.B.

SUBJECT:

Public Relations Articles Associated with the BBCRA

SUMMARY:

Palm Beach Post Town Square Article: Article highlighting the design plans for the Boynton Beach Town Square development project and the support from the Palm Beach County Commission.

Coastal Star Article: Article highlighting Boynton Beach's transition to increasing the height limitations for new developments like the 500 Ocean project and the Riverwalk Plaza.

Palm Beach Post MLK Development Article: Article discussing the Mayor's call to action for commercial development along the MLK, Jr. Boulevard corridor

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

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

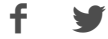
ATTACHMENTS:

Description

- ▢ **Palm Beach Post - Town Square Article**
- ▢ **Coastal Star Article - New Heights**
- ▢ **Palm Beach Post - MLK Development**

Boynton Beach outlines money, design plans for Town Square downtown

LOCAL By **Alexandra Seltzer** - Palm Beach Post Staff Writer



3



E2L Real Estate Solutions is proposing a hotel and retail on Boynton Beach and Seacrest boulevards in Boynton Beach. Photo handout: E2L Real Estate Solutions

Posted: 5:19 p.m. Wednesday, January 24, 2018

BOYNTON BEACH — Boynton Beach and its plans for a walkable, lively downtown got a huge boost this week, gaining support for its couple hundred million dollar, 16-acre **Town Square** redevelopment project from a city advisory board and the County Commission.

About four blocks off Boynton Beach Boulevard east of Interstate 95 where the historic high school, library and police station sit will be transformed into a town center with new and modern public buildings such as a city hall and fire station, a 40,000-square-foot amphitheater, parks, parking garages and apartments, a hotel and retail space.

It's ambitious and dynamic, but also expensive.

The project is a private, public partnership and Boynton has to come up with **about \$133 million** for its part. The city will give \$52 million via private equity bonding to be paid off over 25 years. The city's Community Redevelopment Agency will pay the rest — cars with the tax revenue it receives from the county. When that money is used for public re station — statute requires all taxing authorities involved approve it. The county signed off on the

2 Articles Remaining

Meanwhile, the city’s planning and development advisory board gave the project’s master plan its first official “go ahead,” which will serve as a recommendation to the city commissioners when they vote in February.

“We’re making progress. Slowly but surely **making progress**,” said Assistant City Manager Colin Groff, a project manager. “Like I tell everybody, it’s all of us working together.”

Town Square will include a new four-story city hall and library, and a new fire station. The historic high school is under construction will be reinvented as a cultural arts and civic center. The Schoolhouse Children’s Museum and Learning Center will remain. Also, a district energy plant will provide cold water for air conditioning through a central chilled water plant.

The police station will be demolished and a new one will be built off Town Center, farther north at the southeast corner of Gateway Boulevard and High Ridge Road next to Fire Station 5 which is also the emergency operations center. The station will be two stories and 53,800 square feet on city-owned land.

The private part of the project — to be built by JKM Developers and E2L Real Estate Solutions — calls for 705 residential units in three buildings.

- Building A could be a max of: Eight stories; 99 feet tall; 225 units along Boynton Beach Boulevard
- Building B could be a max of: Six stories; 75 feet tall; 280 units on the southernmost block along Southeast Second Avenue
- Building C could be a max of: Four stories; 50 feet tall; 200 units that wrap the corner of Ocean Avenue and Northeast First Street.

The developer plans to include workforce housing, which means in return the city allows for a height bonus.

Also, a 120-room hotel is proposed to be at the corner of Boynton Beach Boulevard and Seacrest Boulevard.

A breakdown of costs for the public portion of the project, expected to be complete by September 2019:

- * Two parking lots: \$32.8 million
- * New city hall and library: \$26.9 million
- * New police station on High Ridge Road: \$21.6 million
- * Historic high school renovation: \$10.5 million
- * District energy plant: \$10.4 million
- * New fire station : \$4.8 million
- * Demolition costs: \$2 million



Site plan for the incoming Town Square project in Boynton Beach. (Handout: City of Boynton)

About the Author



ALEXANDRA SELTZER



ADVERTISER CONTENT: The Palm Beach Post

This local town is home to some of the wealthiest people in the world

Reader Comments 3

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Yoga twins trial: Sister facing murder charge declines to testify



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Boynton Beach: Boynton reaches for the heights

- Posted by [Mary Kate Leming](#) on January 3, 2018 at 4:30pm
- [View Blog](#)

Village atmosphere giving way to high-rise future

Downtowns
GROWING Up
 How urban development
 is changing the face and
 pace of our coastal cities
 ■ Second of a three-part series

Related stories: Boca Raton's [downtown](#) nears limits of city's redevelopment plan, projects underway viewed as last big wave | [Map](#) | [Editor's Note](#)

By Jane Smith

Folks in Boynton Beach once envisioned their town's future as that of a Florida fishing village with a Caribbean theme. Today, that future is high-rises, condos and apartments.

Residents had long favored buildings with a height limit of four stories. The change to allow more height began in the fall of 2015 when a previous City Commission removed two volunteer members from the Community Redevelopment Agency board, allowing the board to consist only of commission members.

Then, in August 2016, the newly elected commission approved the CRA's updated plans for the eastern part of Boynton Beach. These plans will shape the city's down-town area for the next 20 years. They call for a wedding-cake tier effect along Ocean Avenue with three stories nearest the street and the potential to build up to seven stories. They also allow for increased height and density at the foot of the city's two bridges spanning the Intracoastal Waterway.

Longtime residents had expressed support for aspects of the plan such as wider sidewalks, shade trees and better lighting. But they did not support the allowable height increases. The most contentious project approved involved the 10 stories and 326 apartments planned for Riverwalk Plaza at Woolbright Road and Federal Highway.

Advisory board 'disregarded'

In addition to the proposed Riverwalk Plaza and the existing One Boynton with nearly 500 apartments at Woolbright and Federal, several apartment projects have been approved near Boynton Beach Boulevard, about a mile north.

The Villages at East Ocean located along the FEC railroad tracks has been approved to build 366 apartments, and the Ocean One project east of Federal Highway can add 231 rental units, with both projects topping out at eight stories. They'll join the existing 15-story Marina Village with 338 condos and Casa Costa with 14 stories and 395 condos.

Just one block south, the six-story 500 Ocean project recently received another six months to finish. It will have 341 apartments at its scheduled June 30 completion.

"I feel very much like the Riverwalk project was the thumb in the eye," said Harry Woodworth, 68, former president of the Inlet Communities Association and frequent critic of the growth explosion.

At the raucous August 2016 CRA meeting, supporters of the four-story limit packed the room, wearing white shirts and carrying small signs with the numeral 4 in red. When the plans for east Boynton were discussed, Woodworth said his 500-member group supported everything except the height increases at certain intersections.

"Should our community determine the character of our development or let developers determine the character of our community?" he asked.

Under the old city plan, Riverwalk Plaza (which includes an abandoned Winn-Dixie grocery store) could have sought four stories for an apartment building. Another three stories would have required a special request to the City Commission.

The new plan gives the project 10 stories, which the owners claim they need to rent the upper stories with promises of an ocean view from the west side of the Intracoastal Waterway.

"They totally changed the codes, not just for Riverwalk," Woodworth said. "It all started in the fall of 2015 when [the previous commission] booted two citizens off the CRA board."

Buck Buchanan remembers that time and also when the city wanted to create a "Floribbean" fishing village theme. He and former Mayor Woodrow Hay were the two citizen CRA board members whom the City Commission removed under the theory that residents want elected officials to make the decisions.

But the City Commission then faced an outcry and created a public, seven-member CRA advisory board to appease residents who felt their voices weren't being heard.

CRAs exist to reinvigorate areas that have been blighted or neglected by reinvesting tax dollars back into the area.

Retired accountant Linda Cross chairs the advisory board.

"We spent a lot of time reviewing what got other CRAs into trouble, but the commission disregarded what we presented," Cross said. She believes projects should be customized to Boynton Beach and include more green space and parking garages.

"What will we do in 10 years when the sea level rises and we haven't planned for it?" she said. "A median and some little plants are not enough."

CRA advisory board member James DeVoursney sees his service as a way to be involved in the process. At times he has been the lone vote for the public on the normally developer-friendly board, such as in July 2016 when he voted against allowing 10 stories at the Woolbright and Federal intersection. Simultaneously, the Riverwalk Plaza owners sought the same height allowance.

"I wanted to let them go through the proper channels," DeVoursney said. "It could have been a give-and-take situation, instead of just a give."

When the CRA plan came to the commission in August 2016, newly elected Mayor Steven Grant and Commissioner Christina Romelus voted against allowing three extra stories at Woolbright and Federal. They lost the vote to Joe Casello, Justin Katz and Mack McCray, who supported the extra height.

Grant, though, supports adding density through an urban-planning concept called transit-oriented development. In Boynton, one goal is getting a commuter train station.

"After the Brightline high-speed passenger train comes through [on the FEC tracks], then Tri-Rail Coastal Link will start," Grant said. He'd like to see a station built south of Boynton Beach Boulevard.

“There isn’t a magic number of new residents” for getting a Coastal Link stop, said Kim DeLaney, strategic development and policy director for the Treasure Coast Regional Planning Council. The number varies by city and, of course, the more residents you have, the better for commuter rail and nearby businesses, she said.

Extra density would also allow developers to build more affordable apartments, Grant said.

Concern on barrier island

Even more residents will come with the Town Square development, a public-private partnership planned for western downtown between Boynton Beach Boulevard on the north and Southeast Second Avenue on the south.

It will add about 460 units with an estimated additional 820 residents to an area with roads already congested during the season. Combined with the apartments planned, under construction or already built, that will be an additional 2,134 units with potentially double the residents going over the Ocean Avenue bridge.

That increase troubles those who live on the barrier island, particularly the 1,900 residents of Ocean Ridge.

They worry about traffic congestion on the bridges across the Intracoastal Waterway, the effects on the beaches and emergency response times.

“You can’t add that many people and expect response times to stay the same,” said Kristine de Haseth, executive director of the Florida Coalition for Preservation, which promotes responsible development.

The coalition is hosting meetings for communities on the barrier island to explore options of contracting for emergency services. Building a fixed fire-rescue station on the island failed to attract support because of the cost of fire trucks and land, she said.

Boynton Beach, which provides fire-rescue services to Ocean Ridge, has added six people to the staff at Fire Station No. 1, the closest responding station to the north end of Ocean Ridge, said Glenn Joseph, the fire chief.

The city also is looking into purchasing traffic signal preemption devices that would turn the lights green in the path of an emergency vehicle, Joseph said. That could help reduce response times, he said.

The city’s station on South Federal Highway responds to calls to the south part of Ocean Ridge and to Briny Breezes going over the Woolbright Bridge. Because Riverwalk’s apartments will vary in size from studios to three-bedroom units, it’s feared the bridge could see an impact of an additional 1,460 residents.

Ocean Ridge residents also worry about their quality of life with increased traffic to the beaches.

“It could have a negative impact,” said James Bonfiglio, Ocean Ridge vice mayor. “We’ll have to police the traffic to direct them to Boynton’s Oceanfront Park and the county’s Ocean Inlet Park, keeping them away from the private beaches.”

Meanwhile, west of the Intracoastal, Woodworth is attending fewer Boynton Beach meetings — partly because he is no longer INCA president.

“What’s the point of going to the meetings,” he said. “Where’s the part that the citizens get their say?”

Boynton Beach has three projects downtown recently built, with seven projects under construction, approved or in the planning stages. They range from five to 15 stories. These projects would add nearly 3,000 housing units, about twice the total that Ocean Ridge has.

Recently built

One Boynton (formerly Las Ventanas)
1351 S. Federal Highway
Rental: 404 apartments, 20 townhomes, 70 loft
Parking: 952 total, 345 public
Retail/Restaurant: 43,361 square feet
Height: 5 stories

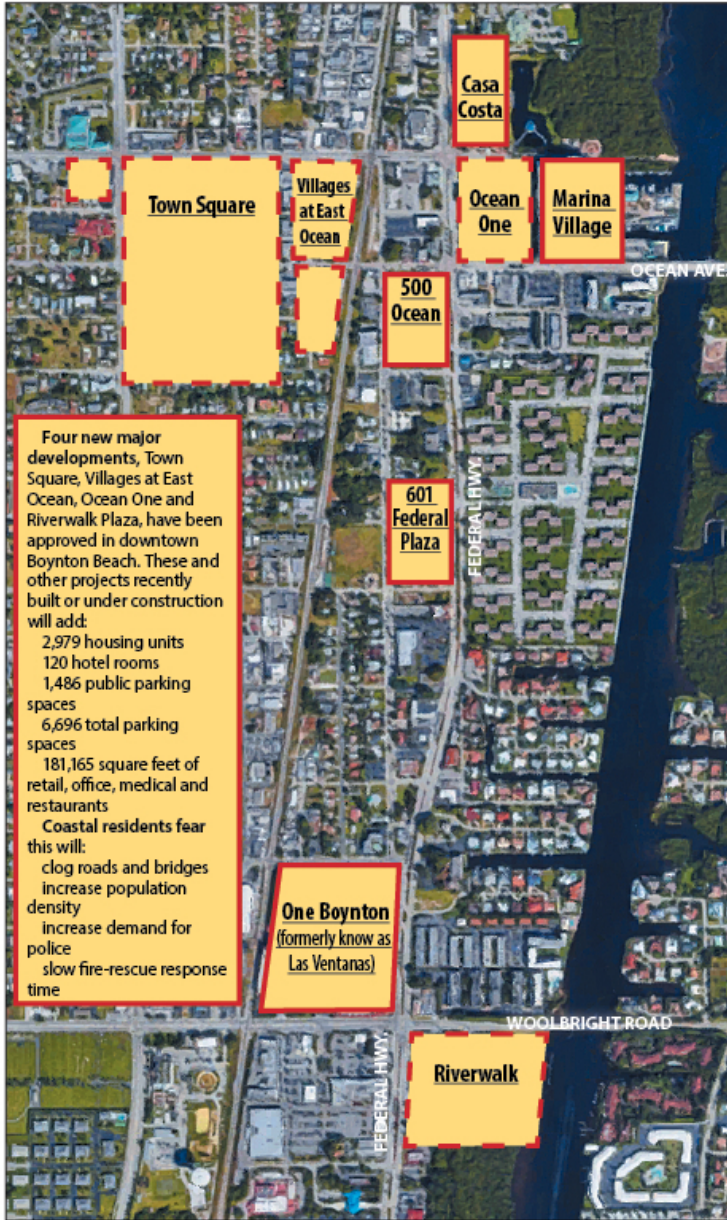
Marina Village
625 Casa Loma Blvd.
Condo: 338 units
Parking: 725 total, 99 public
Retail/Restaurant: 15,591 square feet
Height: 15 stories

Casa Costa Condominiums
488 N. Federal Highway
Condo: 395 units
Parking: 731 total, 129 public
Retail/Restaurant: 19,000 square feet
Height: 14 stories

Under construction

500 Ocean
101 S. Federal Highway
Rental: 341 units
Parking: 664 total, 141 public
Retail/Restaurant/Office: 19,943 square feet
Height: 6 stories

601 Federal Plaza
601 S. Federal Hwy.
Rental: 28 units
Parking: 102 total, 0 public
Height: 7 stories (residential); 3 stories (medical, office)



SOURCE: City of Boynton Beach. Staff graphic

Views: 433

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Boynton mayor wants to build storefront on MLK to spur development

LOCAL By **Alexandra Seltzer** - Palm Beach Post Staff Writer



2



An example of what the Boynton Beach CRA would like to see built on MLK Jr. Blvd. as part of the redevelopment plan.

Posted: 5:43 p.m. Monday, February 05, 2018

BOYNTON BEACH — **Boynton Beach Mayor Steven Grant** wants the Community Redevelopment Agency to pay about \$1.2 million to build a 5,000-square-foot storefront on **Martin Luther King Jr. Boulevard** — without any businesses signed up for it.

The building should spark development on the blighted street that decades ago flourished with restaurants and stores, Grant said.

Vice Mayor Justin Katz supported the mayor at **Boynton Beach** 's January CRA meeting: "Let's build something now and see if it doesn't spark something."

But other city leaders and residents are skeptical.

Boynton fixes sidewalks, roads with \$638,000 in sales tax money

Resident Linda Cross called the plan "a total waste" and estimated the building to cost \$1.6 million. She said it's a "building that you have nobody to go into and you have no idea what it's going to be used for and you're just hoping somebody goes in there..."

Id rather a business be lined up first.

a million dollar shell and it's going to be a million dollar empty shell," he said.

1 Article Remaining

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With a push from Commissioner Christina Romelus, the commission decided to wait on a decision and instead ask residents first what they want.

"Where is the community input for this? Why are we so quick to jump to the 'we need to build something, we need to build it now' prerogative?" she asked.

Lack of development of Martin Luther King Jr. Boulevard has frustrated city officials. The CRA owns the 1.23 acres of land the building would be built on. The agency has been buying land for the past 14 years to assemble properties that could be redeveloped into bigger projects. In total, the agency owns about 6.22 acres of land there, CRA documents show.

String of shootings unnerves Boynton residents; police appeal for tips

However there is land mixed in with the CRA-owned sites that are owned by private companies or residents, and those owners are asking for more money than the agency is willing to spend. And because the land on the street isn't completely assembled, the area is less attractive to big developers who could come in with affordable housing or retail.

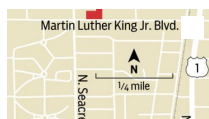
Grant thinks the CRA, which has \$1.2 million allocated in this year's budget for MLK redevelopment, should step up to the plate.

Commissioner Mack McCray, who represents the area where the building would be built, said he wants to ask the residents what they would like to see. He also said he worries that if the building does go up then surrounding land values will increase.

"We have to do something because if we don't do anything the land value isn't going to increase...and we're just stuck holding the bag," Grant said.

Resident Bernard Wright, a minister, said the area needs a state-of-the-art pool hall. Resident Cross said she somewhat agreed, and said the building should be a "build-to-suit."

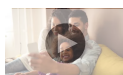
Resident Brian Fitzpatrick agreed with the mayor: "You taking that step and building something like that could bring some tremendous vibrancy to Martin Luther King Boulevard" he said.



About the Author



ALEXANDRA SELTZER



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CRA BOARD MEETING OF: February 13, 2018

CONSENT AGENDA

AGENDA ITEM: 10.A.

SUBJECT:

Financial Report Period Ending January 31, 2018

SUMMARY:

Attached is the monthly budget report to the CRA Board representing the revenues and expenses for the preceding month.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan and FY 2017-2018 CRA Budget

CRA BOARD OPTIONS:

Approve the CRA's Financial Report Period Ending January 31, 2018.

ATTACHMENTS:

Description

- ▣ **Financial Report January 2018**

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
REVENUE SUMMARY							
T.I.F.INCOME	11,461,518	11,461,518	0.00	11,811,289.00	0.00 (	349,771.00)	3.05-
MARINA RENT & GRANT INC	1,000,000	1,000,000	12,154.27	263,115.18	0.00	736,884.82	73.69
INVESTMENT INCOME	0	0	0.00	5,849.56	0.00 (	5,849.56)	0.00
MISCELLANEOUS	0	0 (	533.59)	4,499.96	0.00 (	4,499.96)	0.00
TOTAL REVENUES	12,461,518	12,461,518	11,620.68	12,084,753.70	0.00	376,764.30	3.02
EXPENDITURE SUMMARY							
LEGISLATIVE	30,500	30,500	197.60	3,241.21	3,500.00	23,758.79	77.90
ADMINISTRATIVE	445,240	445,240	29,720.50	130,289.77	0.00	314,950.23	70.74
FINANCE	186,060	186,060	13,730.79	56,061.26	0.00	129,998.74	69.87
INSURANCES	172,500	172,500	3,699.52	111,323.01	0.00	61,176.99	35.46
PROFESSIONAL SERVICES	274,000	274,000	21,966.21	63,714.61	67,882.00	142,403.39	51.97
PLANNING	115,290	115,290	6,440.51	24,682.34	0.00	90,607.66	78.59
BUILDINGS & PROPERTY	592,770	592,770	32,449.72	140,977.07	35,054.88	416,738.05	70.30
MARINA	1,000,000	1,000,000	82,716.13	264,049.73	0.00	735,950.27	73.60
COMMUNICATIONS & TECHNOLO	80,550	80,550	3,770.57	13,954.93	25,415.67	41,179.40	51.12
CONTINGENCY	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
MARKETING	167,620	167,620	5,986.43	25,005.50	0.00	142,614.50	85.08
SPECIAL EVENTS	86,870	86,870	4,550.91	20,474.20	0.00	66,395.80	76.43
EMPLOYEE BEBEFITS	367,938	367,938	8,050.35	77,772.87	0.00	290,165.13	78.86
DEBT SERVICE	2,140,955	2,140,955	2,140,955.00	2,140,955.00	0.00	0.00	0.00
TRANSFER OUT	6,701,225	6,701,225	6,701,225.00	6,701,225.00	0.00	0.00	0.00
TOTAL EXPENDITURES	12,461,518	12,461,518	9,055,459.24	9,773,726.50	131,852.55	2,555,938.95	20.51
REVENUES OVER/ (UNDER) EXPENDITURES	0	0 (	9,043,838.56)	2,311,027.20 (	131,852.55)	(2,179,174.65)	0.00

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
T.I.F. INCOME							
01-41000 T.I.F. COLLECTIONS	11,461,518	11,461,518	0.00	11,811,289.00	0.00 (	349,771.00)	3.05-
TOTAL T.I.F. INCOME	11,461,518	11,461,518	0.00	11,811,289.00	0.00 (	349,771.00)	3.05-
MARINA RENT & GRANT INC							
01-42115 MARINA RENTS	100,000	100,000	9,242.03	36,446.11	0.00	63,553.89	63.55
01-42116 MISCELLANEOUS RENTS FRO PROPE	0	0	5,433.00	8,753.00	0.00 (	8,753.00)	0.00
01-42117 MARINA FUEL SALES	900,000	900,000	0.00	219,445.26	0.00	680,554.74	75.62
01-42118 MARINA MISC INCOME	0	0 (	2,520.76) (	1,529.19)	0.00	1,529.19	0.00
TOTAL MARINA RENT & GRANT INC	1,000,000	1,000,000	12,154.27	263,115.18	0.00	736,884.82	73.69
MARKETING INCOME							
FESTIVALS & EVENT INCOME							
INVESTMENT INCOME							
01-46100 INTEREST INCOME	0	0	0.00	5,849.56	0.00 (	5,849.56)	0.00
TOTAL INVESTMENT INCOME	0	0	0.00	5,849.56	0.00 (	5,849.56)	0.00
CONTRIBUTIONS & DONATION							
MISCELLANEOUS							
01-48100 MISCELLANEOUS INCOME	0	0 (	533.59)	4,499.96	0.00 (	4,499.96)	0.00
TOTAL MISCELLANEOUS	0	0 (	533.59)	4,499.96	0.00 (	4,499.96)	0.00
OTHER FINANCING SOURCES							
TOTAL REVENUES	12,461,518	12,461,518	11,620.68	12,084,753.70	0.00	376,764.30	3.02

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
LEGISLATIVE

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
<hr/>							
PURCHASED/CONTRACT SERV							
01-51010-200 CONTRACTUAL EXPENSE	7,500	7,500	113.00 (	440.05)	3,500.00	4,440.05	59.20
01-51010-216 ADVERTISING & PUBLIC NOTI	6,500	6,500	0.00 (	37.84)	0.00	6,537.84	100.58
01-51010-225 ASSOC. MEETINGS & SEMINAR	15,000	15,000	50.52	3,685.02	0.00	11,314.98	75.43
01-51010-227 DELIVERY SERVICES	750	750	0.00	0.00	0.00	750.00	100.00
TOTAL PURCHASED/CONTRACT SERV	29,750	29,750	163.52	3,207.13	3,500.00	23,042.87	77.46
SUPPLIES							
01-51010-310 OFFICE SUPPLIES	750	750	34.08	34.08	0.00	715.92	95.46
TOTAL SUPPLIES	750	750	34.08	34.08	0.00	715.92	95.46
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TOTAL LEGISLATIVE	30,500	30,500	197.60	3,241.21	3,500.00	23,758.79	77.90

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
ADMINISTRATIVE

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-51230-100 PERSONNEL SERVICES	384,900	384,900	28,281.35	118,219.43	0.00	266,680.57	69.29
01-51230-115 CAR ALLOWANCE	5,220	5,220	401.52	1,646.20	0.00	3,573.80	68.46
TOTAL PERSONNEL SERVICES	390,120	390,120	28,682.87	119,865.63	0.00	270,254.37	69.27
PURCHASED/CONTRACT SERV							
01-51230-225 ASSOC. MEETINGS & SEMINAR	16,500	16,500	342.96	2,927.82	0.00	13,572.18	82.26
01-51230-226 MEMBERSHIP DUES	11,385	11,385	327.62	5,655.12	0.00	5,729.88	50.33
01-51230-227 DELIVERY SERVICES	500	500	95.19	95.19	0.00	404.81	80.96
01-51230-229 CAREER DEVELOPMENT	16,500	16,500	0.00	0.00	0.00	16,500.00	100.00
TOTAL PURCHASED/CONTRACT SERV	44,885	44,885	765.77	8,678.13	0.00	36,206.87	80.67
SUPPLIES							
01-51230-310 OFFICE SUPPLIES	3,000	3,000	169.35	580.10	0.00	2,419.90	80.66
01-51230-315 POSTAGE	2,500	2,500	0.00	392.52	0.00	2,107.48	84.30
01-51230-340 CELLULAR PHONES	2,880	2,880	102.51	313.89	0.00	2,566.11	89.10
01-51230-355 SUBSCRIPTIONS	605	605	0.00	262.50	0.00	342.50	56.61
01-51230-360 BOOKS & PUBLICATIONS	250	250	0.00	0.00	0.00	250.00	100.00
01-51230-365 OFFICE PRINTING COSTS	0	0	0.00	197.00	0.00	(197.00)	0.00
TOTAL SUPPLIES	9,235	9,235	271.86	1,746.01	0.00	7,488.99	81.09
CAPITAL EXPENDITURES							
01-51230-400 EQUIPMENT COSTS	1,000	1,000	0.00	0.00	0.00	1,000.00	100.00
TOTAL CAPITAL EXPENDITURES	1,000	1,000	0.00	0.00	0.00	1,000.00	100.00
DEPRECIATION & AMORT							
TOTAL ADMINISTRATIVE	445,240	445,240	29,720.50	130,289.77	0.00	314,950.23	70.74

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
FINANCE

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-51325-100 PERSONNEL SERVICES	158,000	158,000	13,166.62	53,123.70	0.00	104,876.30	66.38
TOTAL PERSONNEL SERVICES	158,000	158,000	13,166.62	53,123.70	0.00	104,876.30	66.38
PURCHASED/CONTRACT SERV							
01-51325-200 CONTRACTUAL EXPENSE	250	250	0.00	175.00	0.00	75.00	30.00
01-51325-201 BANK FEES	3,000	3,000	72.56	318.07	0.00	2,681.93	89.40
01-51325-225 ASSOC. MEETINGS & SEMINAR	10,450	10,450	46.58	201.22	0.00	10,248.78	98.07
01-51325-226 MEMBERSHIP DUES	820	820	150.00	150.00	0.00	670.00	81.71
01-51325-227 DELIVERY COSTS	500	500	23.17	99.18	0.00	400.82	80.16
01-51325-229 CAREER DEVELOPMENT	5,000	5,000	0.00	0.00	0.00	5,000.00	100.00
TOTAL PURCHASED/CONTRACT SERV	20,020	20,020	292.31	943.47	0.00	19,076.53	95.29
SUPPLIES							
01-51325-310 OFFICE SUPPLIES	2,500	2,500	169.35	462.66	0.00	2,037.34	81.49
01-51325-340 CELLULAR PHONES	1,440	1,440	102.51	364.89	0.00	1,075.11	74.66
01-51325-355 SUBSCRIPTIONS	1,300	1,300	0.00	1,099.00	0.00	201.00	15.46
01-51325-360 BOOKS & PUBLICATIONS	700	700	0.00	0.00	0.00	700.00	100.00
01-51325-365 OFFICE PRINTING COSTS	600	600	0.00	67.54	0.00	532.46	88.74
TOTAL SUPPLIES	6,540	6,540	271.86	1,994.09	0.00	4,545.91	69.51
CAPITAL EXPENDITURES							
01-51325-400 EQUIPMENT COSTS	1,500	1,500	0.00	0.00	0.00	1,500.00	100.00
TOTAL CAPITAL EXPENDITURES	1,500	1,500	0.00	0.00	0.00	1,500.00	100.00
DEPRECIATION & AMORT							
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TOTAL FINANCE	186,060	186,060	13,730.79	56,061.26	0.00	129,998.74	69.87

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
 INSURANCES

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
<hr/>							
PURCHASED/CONTRACT SERV							
01-51410-213 GENERAL PROPERTY COVERAGE	172,500	172,500	3,699.52	111,323.01	0.00	61,176.99	35.46
TOTAL PURCHASED/CONTRACT SERV	172,500	172,500	3,699.52	111,323.01	0.00	61,176.99	35.46
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TOTAL INSURANCES	172,500	172,500	3,699.52	111,323.01	0.00	61,176.99	35.46

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
 PROFESSIONAL SERVICES

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
<hr/>							
PURCHASED/CONTRACT SERV							
01-51420-200 CONTRACTUAL EXPENSE	152,000	152,000	16,769.69	49,280.35	7,990.00	94,729.65	62.32
01-51420-201 CONTRACT LEGAL	100,000	100,000	5,044.52	13,655.26	46,000.00	40,344.74	40.34
01-51420-204 CITY STAFF COSTS	22,000	22,000	152.00	779.00	13,892.00	7,329.00	33.31
TOTAL PURCHASED/CONTRACT SERV	274,000	274,000	21,966.21	63,714.61	67,882.00	142,403.39	51.97
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TOTAL PROFESSIONAL SERVICES	274,000	274,000	21,966.21	63,714.61	67,882.00	142,403.39	51.97

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
PLANNING

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-51440-100 PERSONNEL SERVICES	75,000	75,000	5,896.20	23,055.09	0.00	51,944.91	69.26
TOTAL PERSONNEL SERVICES	75,000	75,000	5,896.20	23,055.09	0.00	51,944.91	69.26
PURCHASED/CONTRACT SERV							
01-51440-225 ASSOC. MEETINGS & SEMINAR	29,820	29,820	73.66	269.11	0.00	29,550.89	99.10
01-51440-226 MEMBERSHIP DUES	350	350	0.00	0.00	0.00	350.00	100.00
01-51440-227 DELIVERY SERVICES	300	300	113.47	113.47	0.00	186.53	62.18
01-51440-229 CAREER DEVELOPMENT	4,300	4,300	0.00	0.00	0.00	4,300.00	100.00
TOTAL PURCHASED/CONTRACT SERV	34,770	34,770	187.13	382.58	0.00	34,387.42	98.90
SUPPLIES							
01-51440-310 OFFICE SUPPLIES	1,500	1,500	171.90	436.65	0.00	1,063.35	70.89
01-51440-340 CELLULAR PHONES	720	720	97.33	389.17	0.00	330.83	45.95
01-51440-355 SUBSCRIPTIONS	1,500	1,500	87.95	263.85	0.00	1,236.15	82.41
01-51440-360 BOOKS & PUBLICATIONS	300	300	0.00	0.00	0.00	300.00	100.00
01-51440-365 OFFICE PRINTING COSTS	1,500	1,500	0.00	155.00	0.00	1,345.00	89.67
TOTAL SUPPLIES	5,520	5,520	357.18	1,244.67	0.00	4,275.33	77.45
CAPITAL EXPENDITURES							
DEPRECIATION & AMORT							
TOTAL PLANNING	115,290	115,290	6,440.51	24,682.34	0.00	90,607.66	78.59

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
BUILDINGS & PROPERTY

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
<hr/>							
PURCHASED/CONTRACT SERV							
01-51620-200 CONTRACTUAL EXPENSE	3,045	3,045	400.00	1,544.91	0.00	1,500.09	49.26
01-51620-201 PROPERTY TAXES & ASSOC. D	75,000	75,000	3,930.98	10,533.77	0.00	64,466.23	85.95
01-51620-205 RENTAL OF OFFICES	100,725	100,725	7,842.88	31,371.52	0.00	69,353.48	68.85
01-51620-208 EQUIPMENT LEASES	20,000	20,000	1,306.23	3,116.19	5,186.85	11,696.96	58.48
01-51620-209 PROPERTY MAINTENENCE COST	355,000	355,000	17,177.72	86,085.61	29,868.03	239,046.36	67.34
01-51620-224 SIGNAGE	15,000	15,000	437.00	1,684.50	0.00	13,315.50	88.77
TOTAL PURCHASED/CONTRACT SERV	568,770	568,770	31,094.81	134,336.50	35,054.88	399,378.62	70.22
SUPPLIES							
01-51620-325 ELECTRICITY COSTS	12,000	12,000	756.98	3,752.01	0.00	8,247.99	68.73
01-51620-326 WATER CHARGES	12,000	12,000	597.93	2,888.56	0.00	9,111.44	75.93
TOTAL SUPPLIES	24,000	24,000	1,354.91	6,640.57	0.00	17,359.43	72.33
CAPITAL EXPENDITURES							
<hr/>							
DEPRECIATION & AMORT							
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TOTAL BUILDINGS & PROPERTY	592,770	592,770	32,449.72	140,977.07	35,054.88	416,738.05	70.30

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
MARINA

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
01-51630-200 CONTRACTUAL	500	500	0.00	450.00	0.00	50.00	10.00
01-51630-209 PROPERTY MAINTENENCE	25,000	25,000	1,143.00	2,691.00	0.00	22,309.00	89.24
01-51630-241 MARINA FUEL MANAGEMENT	181,435	181,435	15,119.60	60,478.40	0.00	120,956.60	66.67
01-51630-242 MARINE FUEL STATION OVERH	29,500	29,500	2,497.44	6,474.84	0.00	23,025.16	78.05
TOTAL PURCHASED/CONTRACT SERV	236,435	236,435	18,760.04	70,094.24	0.00	166,340.76	70.35
SUPPLIES							
01-51630-310 OFFICE SUPPLIES	1,000	1,000	0.00	271.06	0.00	728.94	72.89
01-51630-325 ELECTRIC COSTS	8,100	8,100	480.08	1,615.79	0.00	6,484.21	80.05
01-51630-326 WATER COSTS	15,000	15,000	751.76	2,670.09	0.00	12,329.91	82.20
01-51630-327 GASOLINE & DEISEL FUEL PU	727,465	727,465	61,715.57	186,022.23	0.00	541,442.77	74.43
01-51630-328 MARINA DIESEL SALES TAX	12,000	12,000	1,008.68	3,376.32	0.00	8,623.68	71.86
TOTAL SUPPLIES	763,565	763,565	63,956.09	193,955.49	0.00	569,609.51	74.60
CAPITAL EXPENDITURES							
TOTAL MARINA	1,000,000	1,000,000	82,716.13	264,049.73	0.00	735,950.27	73.60

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
COMMUNICATIONS & TECHNOLO

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
<hr/>							
PURCHASED/CONTRACT SERV							
01-51650-200 CONTRACTUAL EXPENSE	3,000	3,000	0.00	0.00	0.00	3,000.00	100.00
01-51650-210 CITY IT SUPPORT	27,000	27,000	0.00	0.00	25,415.67	1,584.33	5.87
01-51650-211 COMPUTER SOFTWARE & LICEN	4,550	4,550	0.00	599.99	0.00	3,950.01	86.81
01-51650-212 FINANCIAL SOFTWARE MAINTE	29,000	29,000	2,970.00	10,325.31	0.00	18,674.69	64.40
TOTAL PURCHASED/CONTRACT SERV	63,550	63,550	2,970.00	10,925.30	25,415.67	27,209.03	42.82
SUPPLIES							
01-51650-330 TELEPHONE LINES	8,000	8,000	672.17	2,322.35	0.00	5,677.65	70.97
TOTAL SUPPLIES	8,000	8,000	672.17	2,322.35	0.00	5,677.65	70.97
CAPITAL EXPENDITURES							
01-51650-400 EQUIPMENT COSTS	9,000	9,000	128.40	707.28	0.00	8,292.72	92.14
TOTAL CAPITAL EXPENDITURES	9,000	9,000	128.40	707.28	0.00	8,292.72	92.14
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TOTAL COMMUNICATIONS & TECHNOLO	80,550	80,550	3,770.57	13,954.93	25,415.67	41,179.40	51.12

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
 CONTINGENCY

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
01-51990-200 CONTRACTUAL EXPENSE	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
TOTAL PURCHASED/CONTRACT SERV	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
TOTAL CONTINGENCY	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
MARKETING

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-57400-100 PERSONNEL SERVICES	61,035	61,035	4,824.00	20,778.54	0.00	40,256.46	65.96
TOTAL PERSONNEL SERVICES	61,035	61,035	4,824.00	20,778.54	0.00	40,256.46	65.96
PURCHASED/CONTRACT SERV							
01-57400-216 ADVERTISING & PUBLIC NOTI	58,540	58,540	0.00	0.00	0.00	58,540.00	100.00
01-57400-218 ANNUAL REPORT & BROCHURES	5,000	5,000	354.96	354.96	0.00	4,645.04	92.90
01-57400-225 ASSOC. MEETINGS & SEMINAR	5,900	5,900	0.00	121.41	0.00	5,778.59	97.94
01-57400-226 MEMBERSHIP DUES	5,800	5,800	0.00	0.00	0.00	5,800.00	100.00
01-57400-227 DELIVERY SERVICES	4,000	4,000	0.00	0.00	0.00	4,000.00	100.00
01-57400-229 CAREER DEVELOPMENT	2,500	2,500	0.00	0.00	0.00	2,500.00	100.00
01-57400-236 PHOTOGRAPHY / VIDEOS	15,000	15,000	0.00	2,450.00	0.00	12,550.00	83.67
TOTAL PURCHASED/CONTRACT SERV	96,740	96,740	354.96	2,926.37	0.00	93,813.63	96.98
SUPPLIES							
01-57400-310 OFFICE SUPPLIES	1,500	1,500	175.74	385.48	0.00	1,114.52	74.30
01-57400-340 CELLULAR PHONES	720	720	105.51	388.89	0.00	331.11	45.99
01-57400-355 SUBSCRIPTIONS	1,425	1,425	526.22	526.22	0.00	898.78	63.07
01-57400-360 BOOKS & PUBLICATIONS	200	200	0.00	0.00	0.00	200.00	100.00
01-57400-365 OFFICE PRINTING COSTS	6,000	6,000	0.00	0.00	0.00	6,000.00	100.00
TOTAL SUPPLIES	9,845	9,845	807.47	1,300.59	0.00	8,544.41	86.79
DEPRECIATION & AMORT							
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TOTAL MARKETING	167,620	167,620	5,986.43	25,005.50	0.00	142,614.50	85.08

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
SPECIAL EVENTS

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-57500-100 PERSONNEL SERVICES	55,000	55,000	4,336.60	18,780.17	0.00	36,219.83	65.85
TOTAL PERSONNEL SERVICES	55,000	55,000	4,336.60	18,780.17	0.00	36,219.83	65.85
PURCHASED/CONTRACT SERV							
01-57500-225 ASSOC. MEETINGS & SEMINAR	6,100	6,100	0.00	14.79	0.00	6,085.21	99.76
01-57500-226 MEMBERSHIP DUES	500	500	0.00	0.00	0.00	500.00	100.00
01-57500-229 CAREER DEVELOPMENT	2,500	2,500	0.00	0.00	0.00	2,500.00	100.00
TOTAL PURCHASED/CONTRACT SERV	9,100	9,100	0.00	14.79	0.00	9,085.21	99.84
SUPPLIES							
01-57500-310 OFFICE SUPPLIES	1,500	1,500	169.31	547.24	0.00	952.76	63.52
01-57500-340 CELLULAR PHONES	720	720	45.00	132.00	0.00	588.00	81.67
01-57500-355 SUBSCRIPTIONS	250	250	0.00	0.00	0.00	250.00	100.00
01-57500-360 BOOKS & PUBLICATIONS	300	300	0.00	0.00	0.00	300.00	100.00
TOTAL SUPPLIES	2,770	2,770	214.31	679.24	0.00	2,090.76	75.48
CAPITAL EXPENDITURES							
01-57500-400 EQUIPMENT & EVENTS SUPPOR	20,000	20,000	0.00	1,000.00	0.00	19,000.00	95.00
TOTAL CAPITAL EXPENDITURES	20,000	20,000	0.00	1,000.00	0.00	19,000.00	95.00
DEPRECIATION & AMORT							
TOTAL SPECIAL EVENTS	86,870	86,870	4,550.91	20,474.20	0.00	66,395.80	76.43

BOYNTON BEACH CRA
REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
EMPLOYEE BEBEBITS

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-59000-151 F.I.C.A.	46,558	46,558	3,453.33	13,990.36	0.00	32,567.64	69.95
01-59000-152 MEDICARE	10,889	10,889	779.52	3,281.32	0.00	7,607.68	69.87
01-59000-153 RETIREMENT PLAN 401(a)	142,907	142,907	250.00	40,856.00	0.00	102,051.00	71.41
01-59000-154 WORKERS COMP INSURANCE	2,500	2,500	0.00	0.00	0.00	2,500.00	100.00
01-59000-155 HEALTH INSURANCE	99,000	99,000	2,048.01	16,125.81	0.00	82,874.19	83.71
01-59000-156 DENTAL INSURANCE	4,050	4,050	755.16	1,594.42	0.00	2,455.58	60.63
01-59000-157 LIFE INSURANCE	1,350	1,350	270.00	675.00	0.00	675.00	50.00
01-59000-158 SHORT / LONG TERM DISABIL	3,144	3,144	460.74	1,151.84	0.00	1,992.16	63.36
01-59000-159 UNEMPLOYMENT CHARGES	5,000	5,000	0.00	0.00	0.00	5,000.00	100.00
01-59000-160 VISION INSURANCE	540	540	33.59	98.12	0.00	441.88	81.83
01-59000-161 COMPENSATED ABSENSES	52,000	52,000	0.00	0.00	0.00	52,000.00	100.00
TOTAL PERSONNEL SERVICES	367,938	367,938	8,050.35	77,772.87	0.00	290,165.13	78.86
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TOTAL EMPLOYEE BEBEBITS	367,938	367,938	8,050.35	77,772.87	0.00	290,165.13	78.86

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
 DEBT SERVICE

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
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DEBT SERVICE							
OTHER FINANCING USES							
01-59800-990 TRANS OUT TO DEBT SERVICE	2,140,955	2,140,955	2,140,955.00	2,140,955.00	0.00	0.00	0.00
TOTAL OTHER FINANCING USES	2,140,955	2,140,955	2,140,955.00	2,140,955.00	0.00	0.00	0.00
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TOTAL DEBT SERVICE	2,140,955	2,140,955	2,140,955.00	2,140,955.00	0.00	0.00	0.00

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

01 -GENERAL FUND
 TRANSFER OUT

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
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OTHER FINANCING USES							
01-59999-990 INTERFUND TRANSFERS OUT	6,701,225	6,701,225	6,701,225.00	6,701,225.00	0.00	0.00	0.00
TOTAL OTHER FINANCING USES	6,701,225	6,701,225	6,701,225.00	6,701,225.00	0.00	0.00	0.00
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TOTAL TRANSFER OUT	6,701,225	6,701,225	6,701,225.00	6,701,225.00	0.00	0.00	0.00
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TOTAL EXPENDITURES	<u>12,461,518</u>	<u>12,461,518</u>	<u>9,055,459.24</u>	<u>9,773,726.50</u>	<u>131,852.55</u>	<u>2,555,938.95</u>	<u>20.51</u>
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(9,043,838.56)	2,311,027.20	(131,852.55)	(2,179,174.65)	0.00

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

02 -PROJECTS FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
REVENUE SUMMARY							
FESTIVALS & EVENT INCOME	0	0	114.00	49,077.38	0.00 (	49,077.38)	0.00
INVESTMENT INCOME	0	0	0.00	13,037.59	0.00 (	13,037.59)	0.00
MISCELLANEOUS	0	0	597.61	5,668.61	0.00 (	5,668.61)	0.00
OTHER FINANCING SOURCES	10,006,620	10,006,620	6,701,225.00	6,701,225.00	0.00	3,305,395.00	33.03
TOTAL REVENUES	10,006,620	10,006,620	6,701,936.61	6,769,008.58	0.00	3,237,611.42	32.35
EXPENDITURE SUMMARY							
OPERATING EXPENSES	564,400	564,400	22,190.00 (	15,766.00)	9,600.00	570,566.00	101.09
CAPITAL OUTLAY	6,447,062	6,447,062	23,330.60	87,081.04	3,102,183.56	3,257,797.40	50.53
AFFORDABLE HOUSING	50,000	50,000	0.00	0.00	0.00	50,000.00	100.00
ECONOMIC DEVELOPMENT	1,870,158	1,870,158	97,899.52	139,540.56	119,435.48	1,611,181.96	86.15
PROJECTS AND PROGRAMS	1,075,000	1,075,000	139,307.63	512,273.34	274,928.50	287,798.16	26.77
TOTAL EXPENDITURES	10,006,620	10,006,620	282,727.75	723,128.94	3,506,147.54	5,777,343.52	57.74
REVENUES OVER/ (UNDER) EXPENDITURES	0	0	6,419,208.86	6,045,879.64	(3,506,147.54)	(2,539,732.10)	0.00

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

02 -PROJECTS FUND
 OPERATING EXPENSES

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
02-58100-202 CONTINGENCY EXPENSE	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
02-58100-203 CONTRACTUAL EXPENSE	325,000	325,000	4,450.00 (	48,100.00)	0.00	373,100.00	114.80
02-58100-207 RENT EXPENSE	14,400	14,400	1,200.00	4,800.00	9,600.00	0.00	0.00
02-58100-213 LEGAL FEES	125,000	125,000	16,540.00	27,534.00	0.00	97,466.00	77.97
TOTAL PURCHASED/CONTRACT SERV	564,400	564,400	22,190.00 (15,766.00)	9,600.00	570,566.00	101.09
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TOTAL OPERATING EXPENSES	564,400	564,400	22,190.00 (15,766.00)	9,600.00	570,566.00	101.09

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

02 -PROJECTS FUND
 CAPITAL OUTLAY

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
CAPITAL EXPENDITURES							
02-58200-401 BUILDINGS	766,435	766,435	18,976.30	101,407.74	2,183.56	662,843.70	86.48
02-58200-404 CONSTRUCTION IN PROGRESS	200,000	200,000	0.00	(18,681.00)	0.00	218,681.00	109.34
02-58200-405 SITE WORK AND DEMOLITION	73,957	73,957	0.00	0.00	0.00	73,957.00	100.00
02-58200-406 INFRASTRUCTURE AND STREET	5,406,670	5,406,670	4,354.30	4,354.30	3,100,000.00	2,302,315.70	42.58
TOTAL CAPITAL EXPENDITURES	6,447,062	6,447,062	23,330.60	87,081.04	3,102,183.56	3,257,797.40	50.53
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TOTAL CAPITAL OUTLAY	6,447,062	6,447,062	23,330.60	87,081.04	3,102,183.56	3,257,797.40	50.53

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

02 -PROJECTS FUND
 AFFORDABLE HOUSING

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
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CAPITAL EXPENDITURES							
02-58300-420 RESIDENTIAL IMPROVEMENT P	50,000	50,000	0.00	0.00	0.00	50,000.00	100.00
TOTAL CAPITAL EXPENDITURES	50,000	50,000	0.00	0.00	0.00	50,000.00	100.00
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TOTAL AFFORDABLE HOUSING	50,000	50,000	0.00	0.00	0.00	50,000.00	100.00

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

02 -PROJECTS FUND
 ECONOMIC DEVELOPMENT

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
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CAPITAL EXPENDITURES							
02-58400-443 DIFA-ECONOMIC DEVELOPMENT	1,230,000	1,230,000	0.00	0.00	0.00	1,230,000.00	100.00
02-58400-444 ECONOMIC DEVELOPMENT GRAN	519,158	519,158	92,470.64	108,020.68	119,435.48	291,701.84	56.19
02-58400-445 MARKETING INCENTIVES	121,000	121,000	5,428.88	31,519.88	0.00	89,480.12	73.95
TOTAL CAPITAL EXPENDITURES	1,870,158	1,870,158	97,899.52	139,540.56	119,435.48	1,611,181.96	86.15
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TOTAL ECONOMIC DEVELOPMENT	1,870,158	1,870,158	97,899.52	139,540.56	119,435.48	1,611,181.96	86.15

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

02 -PROJECTS FUND
 PROJECTS AND PROGRAMS

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
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CAPITAL EXPENDITURES							
02-58500-460 COMMUNITY POLICING INNOVA	372,000	372,000	102,151.50	102,151.47	269,848.50	0.03	0.00
02-58500-470 COMMUNITY SUPPORT PROJECT	125,000	125,000	0.00	0.00	0.00	125,000.00	100.00
02-58500-480 COMMUNITY SPECIAL EVENTS	578,000	578,000	37,156.13	410,121.87	5,080.00	162,798.13	28.17
TOTAL CAPITAL EXPENDITURES	1,075,000	1,075,000	139,307.63	512,273.34	274,928.50	287,798.16	26.77
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TOTAL PROJECTS AND PROGRAMS	1,075,000	1,075,000	139,307.63	512,273.34	274,928.50	287,798.16	26.77

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

02 -PROJECTS FUND
 TRANSFER OUT - ASSET TRA

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
OTHER FINANCING USES							
TOTAL EXPENDITURES	10,006,620	10,006,620	282,727.75	723,128.94	3,506,147.54	5,777,343.52	57.74
REVENUES OVER/(UNDER) EXPENDITURES	0	0	6,419,208.86	6,045,879.64	(3,506,147.54)	(2,539,732.10)	0.00

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

03 -DEBT SERVICE
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
REVENUE SUMMARY							
INVESTMENT INCOME	0	0	0.00	110.86	0.00	(110.86)	0.00
OTHER FINANCING SOURCES	2,140,955	2,140,955	2,140,955.00	2,140,955.00	0.00	0.00	0.00
TOTAL REVENUES	2,140,955	2,140,955	2,140,955.00	2,141,065.86	0.00	(110.86)	0.01-
EXPENDITURE SUMMARY							
DEBT SERVICES	2,140,955	2,140,955	0.00	0.00	0.00	2,140,955.00	100.00
TOTAL EXPENDITURES	2,140,955	2,140,955	0.00	0.00	0.00	2,140,955.00	100.00
REVENUES OVER/ (UNDER) EXPENDITURES	0	0	2,140,955.00	2,141,065.86	0.00	(2,141,065.86)	0.00

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

03 -DEBT SERVICE
 DEBT SERVICES

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
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PURCHASED/CONTRACT SERV							
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DEBT SERVICE							
03-59800-814 BOND 2012 PRINCIPAL	1,300,000	1,300,000	0.00	0.00	0.00	1,300,000.00	100.00
03-59800-815 BOND 2015 PRINCIPAL	370,000	370,000	0.00	0.00	0.00	370,000.00	100.00
03-59800-824 BOND 2012 INTEREST	328,550	328,550	0.00	0.00	0.00	328,550.00	100.00
03-59800-826 BOND 2015 INTEREST	141,405	141,405	0.00	0.00	0.00	141,405.00	100.00
03-59800-830 FINANCIAL AGENT FEES	1,000	1,000	0.00	0.00	0.00	1,000.00	100.00
TOTAL DEBT SERVICE	2,140,955	2,140,955	0.00	0.00	0.00	2,140,955.00	100.00
<hr/>							
OTHER FINANCING USES							
<hr/>							
TOTAL DEBT SERVICES	2,140,955	2,140,955	0.00	0.00	0.00	2,140,955.00	100.00

BOYNTON BEACH CRA
 REVENUE & EXPENDITURES REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2018

03 -DEBT SERVICE
 TRANSFER OUT

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
OTHER FINANCING USES							
TOTAL EXPENDITURES	2,140,955	2,140,955	0.00	0.00	0.00	2,140,955.00	100.00
REVENUES OVER/ (UNDER) EXPENDITURES	0	0	2,140,955.00	2,141,065.86	0.00	(2,141,065.86)	0.00



CRA BOARD MEETING OF: February 13, 2018

CONSENT AGENDA

AGENDA ITEM: 10.B.

SUBJECT:

Monthly Purchase Orders

SUMMARY:

Attached is the purchase order report for January 2018 for amounts \$10,000 or above.

FISCAL IMPACT:

See Attached.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan and FY 2017 - 2018 CRA Budget

CRA BOARD OPTIONS:

Approve the Monthly Purchase Order Report

ATTACHMENTS:

Description

- ▣ **January 2018 Purchase Order Report**

**Boynton Beach CRA
Purchase Order Report
Month: January 2018**

Vendor	Amount	Funding Source	Description
Delray's Finest Signs	\$ 15,965	02-58500-580	MLK/Holiday/Blarney Bash/HOB Banners
Driftwood 2005, LLC	\$ 10,450	02-58400-444	Commercial Interior Build-Out Grant



CRA BOARD MEETING OF: February 13, 2018

OLD BUSINESS

AGENDA ITEM: 13.A.

SUBJECT:

Audited Financial Statements - FY 2016-2017, Fiscal Year Ended September 30, 2017

SUMMARY:

Attached is a copy of the Boynton Beach CRA's auditor's report to the CRA Board and audited financial statements for Fiscal Year 2016-2017 as performed by the independent certified public accounting firm of Sanson, Kline, Jacomino, Tandoc & Gamarra, LLP (SKJT & G) (see Attachment I & II). The objective of the annual financial audit is to assure that the statements are fairly presented in accordance with generally accepted accounting principles and governmental accounting standards as well as for compliance with applicable laws and regulations.

During the annual audit, the auditors examined the Agency's financial records to obtain reasonable assurance that the financial statements are free from any material misstatements. Examples of the types of documents the auditors review and test are: general ledger transactions; bond or loan issuance or refunding; journal entries; adopted budget and budget amendments; operational, administrative, human resource and financial policies and procedures; personnel records; payroll records; Board meeting minutes; and contracts and contract compliance including real estate closings.

The audited financial statements and report show:

- No internal control deficiencies - 9th consecutive year
- No audit findings of noncompliance issues - 9th consecutive year
- No audit adjustments - 9th consecutive year
- Strong balance sheet with net position of \$23.21 million
- Cash position remains strong at \$14.3 million in all funds with sufficient fund balance for working capital and ongoing project funding

In summary, the CRA received a clean audit opinion for the annual financial operations for FY 2016-2017. A representative from Sanson, Kline, Jacomino, Tandoc & Gamarra, LLP (SKJT & G) will be present at the February 13, 2018 CRA Board meeting to provide a summary of their audit report and answer any questions.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

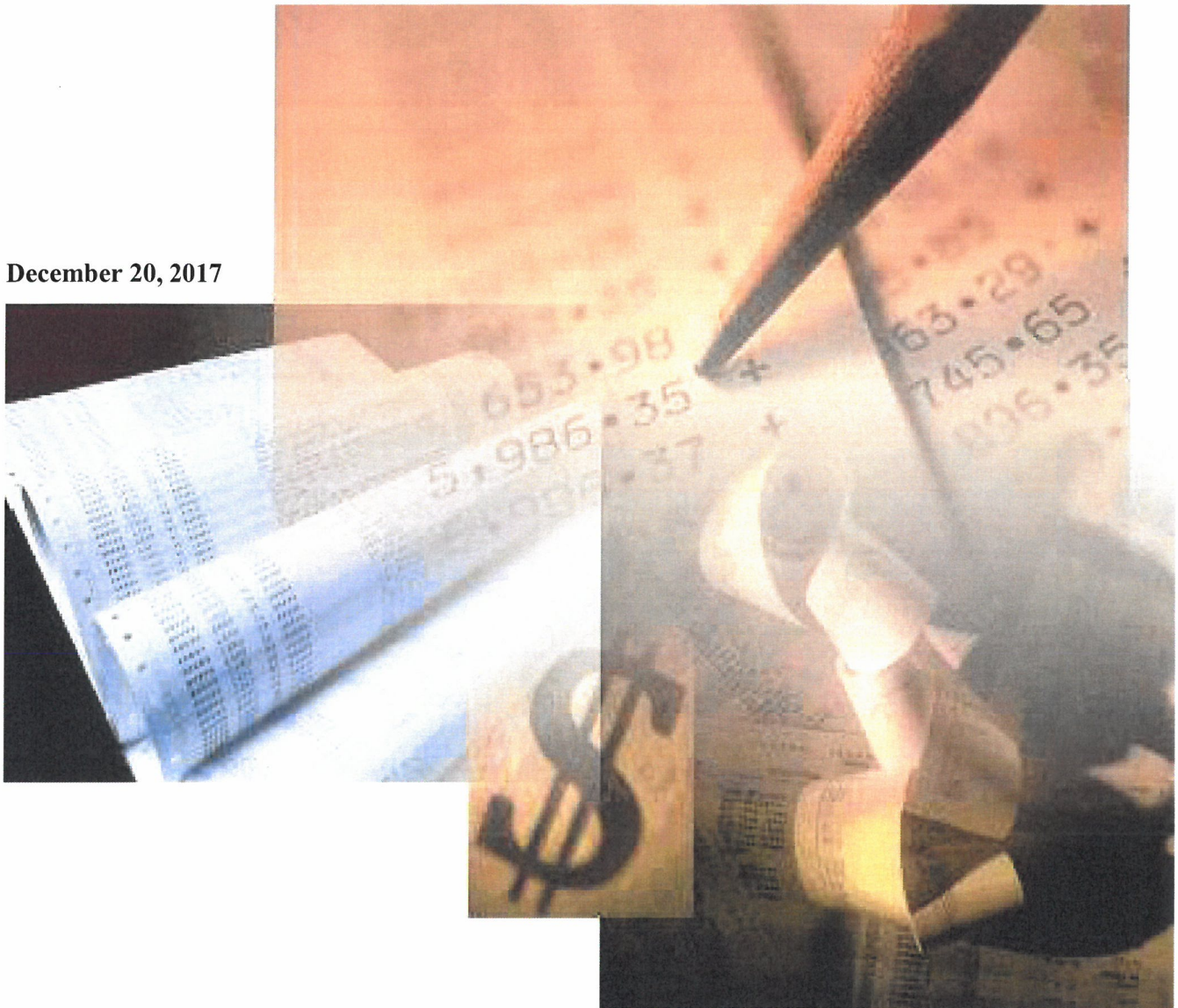
Accept and approve the audited financial statements for the Fiscal Year ending September 30, 2017.

ATTACHMENTS:

Description

- ▣ **Attachment I - 2017 BBCRA Audit Results & Required Communications Report**
- ▣ **Attachment II - 2017 BBCRA Financial Statement 9/30/2017**

December 20, 2017



Boynton Beach Community Redevelopment Agency

2017 Audit Results and Required Communications

Report to Those Charged With Governance



Sanson, Kline, Jacomino, Tandoc & Gamarra, LLP
5805 Blue Lagoon Drive | Suite 220 | Miami, FL 33126
Tel: (305) 269-8633 | Fax: (305) 265-0652 | www.skjtg-cpa.com

December 20, 2017

Management and Board Members
Boynton Beach Community
Redevelopment Agency
710 North Federal Highway
Boynton Beach, Florida 33435

Dear Management and Board Members:

We are pleased to present the results of our audit of the basic financial statements of the Boynton Beach Community Redevelopment Agency (the Agency) for the year ended September 30, 2017.

This report summarizes our audit, the scope of our engagement, and key observations and findings from our audit procedures for the year ended September 30, 2017. This report also contains the communications required by our professional standards and by *Government Auditing Standards*.

The audit was designed to express an opinion on the Agency's 2017 basic financial statements. In accordance with professional standards, we obtained a sufficient understanding of internal control to plan the audit and to determine the nature, timing, and extent of tests to be performed. However, we were not engaged to and we did not perform an audit of internal control over financial reporting.

This report is intended solely for the information and use of those charged with governance of the Agency, and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate this opportunity to meet with you to discuss the contents of this report, and to answer any questions that you may have about this report or any other audit-related matters. If you have any questions, please contact Richie C. Tandoc, Partner in charge of the audit, at (305) 269-8633, ext. 8016.

Very truly yours,

A handwritten signature in blue ink that reads "Sanson Kline Jacomino Tandoc & Gamarra, LLP". The signature is written in a cursive style.

**Boynton Beach Community Redevelopment Agency
2017 Audit Results and Required Communications**

Generally Accepted Auditing Standards and *Government Auditing Standards* require the auditor to communicate certain matters to those charged with governance that may assist in overseeing management’s financial reporting and disclosure process. Below is a summary of these required communications, and our response to each, as they apply to the Agency as of and for the fiscal year ended September 30, 2017.

Required Communication	Response
<p>Auditors’ Responsibilities Under Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS)</p> <p>Our responsibility is to express opinions on the Agency’s financial statements based on our audit conducted in accordance with auditing standards generally accepted in the United States and <i>Government Auditing Standards</i>. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.</p> <p>In addition, we are required to report on the Agency’s internal control over financial reporting and on compliance and other matters. However, providing assurance on the internal control or compliance with certain provisions of laws, regulations, contracts, and agreements was not an objective of our audits, and accordingly, we do not express such opinions.</p>	<p>We have issued an unmodified opinion (i.e. a clean opinion) on the Agency’s basic financial statements for the year ended September 30, 2017.</p> <p>We have also issued our report on the Agency’s internal control over financial reporting and on compliance and other matters for the year ended September 30, 2017. We noted no material weaknesses or material noncompliance issues.</p> <p>Both reports were dated December 20, 2017.</p>
<p>Significant Accounting Policies</p> <p>Initial selection of and changes in significant accounting policies or their application and new accounting and reporting standards during the year must be reported.</p> <p>In addition, we must discuss our judgments about the quality, not just the acceptability, of the accounting policies as applied in the Agency’s financial reporting.</p>	<p>The Agency’s significant accounting policies are described in Note 1 to the financial statements.</p> <p>Accounting principles selected by management are consistent with those prescribed by government accounting standards, and the Agency’s financial statements and related disclosures are clearly presented in a complete manner.</p>
<p>Accounting Estimates</p> <p>The preparation of the financial statements requires the use of accounting estimates. We are required to inform the Board of such accounting estimates and about our conclusions regarding the reasonableness of those estimates.</p>	<p>For fiscal year ended September 30, 2017, management’s judgment was called upon to establish the useful lives of capital assets. We have determined that such estimates are reasonable.</p>
<p>Methods of Accounting for Significant Unusual Transactions and for Controversial or Emerging Areas</p> <p>We are required to inform those charged with governance about the methods used to account for significant unusual transactions and the effects of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</p>	<p>We did not identify any significant unusual transactions by the Agency or any significant accounting policies used by the Agency related to controversial or emerging areas for which there is a lack of authoritative guidance.</p>
<p>Significant and/or Unadjusted Audit Adjustments</p> <p>We are required to inform those charged with governance about auditor adjustments arising from the audit (whether recorded or not) that could, in our judgment, have a significant effect, individually or in the aggregate, on the Agency’s financial statements.</p>	<p>We did not identify any material audit adjustments during our audit of the financial statements as of and for the fiscal year ended September 30, 2017.</p>

**Boynton Beach Community Redevelopment Agency
2017 Audit Results and Required Communications**

Required Communication	Response
<p>Fraud and Illegal Acts</p> <p>We are required to inform those charged with governance about any and all fraud and illegal acts involving senior management and any fraud and illegal acts (whether caused by management or other employees) that cause a material misstatement of financial resources.</p>	<p>We are not aware of any fraud or illegal acts that occurred during the fiscal year involving senior management, or any fraud or illegal acts involving any employee that would cause a material misstatement of the financial statements.</p>
<p>Disagreements or Difficulties with Management</p> <p>We are required to inform those charged with governance about any significant disagreements or difficulties encountered with management.</p>	<p>We did not encounter any significant disagreements or difficulties with management during the course of the audit.</p>
<p>Major Issues Discussed with Management Prior to Retention</p> <p>We are required to inform those charged with governance about any major issues discussed with management prior to retaining us as auditors.</p>	<p>We did not discuss any major issues with management prior to retaining us as your auditors.</p>
<p>Independence</p> <p>We are required to communicate with those charged with governance, at least annually, the following:</p> <ol style="list-style-type: none"> 1. Disclose, in writing, all relationships between us and the Agency and its related entities that, in our professional judgment, may reasonably be thought to impede our independence; 2. Confirm in writing that, in our professional judgment, we are independent of the Agency in accordance with generally accepted auditing standards and <i>Government Auditing Standards</i>; and 3. Disclose any non-audit services performed for the Agency. 	<ol style="list-style-type: none"> 1. There are no relationships between us and the Agency and its related entities that, in our professional judgment, may reasonably be thought to impede our independence. 2. With regards to our audit of the Agency as of September 30, 2017, we are independent with respect to the Agency, in accordance with Rule 101 of the American Institute of Certified Public Accountants' Code of Professional Conduct, its interpretations and rulings, and <i>Government Auditing Standards</i>. 3. We have not performed any non-audit services for the Agency during the fiscal year ended September 30, 2017, or thereafter.
<p>Management Letter</p> <p>We are required to issue a management letter responding to certain requirements in accordance with the <i>Rules of the Auditor General</i> of the State of Florida.</p>	<p>We have issued a management letter in accordance with the <i>Rules of the Auditor General</i> of the State of Florida, dated December 20, 2017.</p>
<p>Management Representations</p> <p>We are required to communicate with those charged with governance about representations requested from management.</p>	<p>We requested certain representations from management that are included in the management representation letter dated December 20, 2017.</p>

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

Basic Financial Statements

September 30, 2017

(With Independent Auditor's Report Thereon)

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

For the Year Ended September 30, 2017

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FINANCIAL SECTION

Independent Auditor's Report



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Independent Auditor's Report

To the Board of Commissioners
Boynton Beach Community
Redevelopment Agency:

Report on the Financial Statements

We have audited the accompanying basic financial statements of the governmental activities and each major fund of the Boynton Beach Community Redevelopment Agency (the Agency), a component unit of the City of Boynton Beach, Florida, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Agency as of September 30, 2017, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 8 and 24 through 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2017 on our consideration of the Agency's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting.

Sanson Kline Jacomino Landee & Hamarra, LLP

Miami, Florida
December 20, 2017

Management's Discussion and Analysis

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

Management's Discussion and Analysis - Unaudited

September 30, 2017

The Management's Discussion and Analysis (MD&A) of the Boynton Beach Community Redevelopment Agency (the "Agency") is designed to provide an objective and easy to read analysis of the financial activities based on currently known facts, decisions, and conditions. The MD&A provides a broad overview, short-term and long-term analysis of the Agency's activities based on information presented in the financial statements. Specifically, this information is designed to assist the reader in focusing on significant financial issues, provide an overview of the Agency's financial activity and identify changes in the Agency's financial position and its ability to address the next year's challenges. Finally, the MD&A will identify any material deviations from the approved budget.

The Agency is an independent agency and a component unit of the City of Boynton Beach, Florida ("City"). The Agency has presented its financial statements in accordance with the reporting model required by Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*.

The information contained in this MD&A is only a component of the entire financial statement report. Readers should take time to read and evaluate all sections of the report, including the footnotes and required supplementary information provided.

FINANCIAL HIGHLIGHTS

The Agency's tax increment revenues increased by 10.4% or \$994 thousand to approximately \$10.6 million during the fiscal year. This resulted primarily from increased property values by 8.2% within the CRA district from residential, multi-family, condominiums and commercial properties.

The Agency began the fiscal year with a net position balance of approximately \$18.35 million. The Agency's total revenues for the year ended September 30, 2017 were approximately \$11.8 million, while total expenses were approximately \$7.0 million, increasing net position by approximately \$4.8 million.

During 2017, the leadership for the CRA changed promoting the Interim Executive Director, Michael Simon, to Executive Director. Although there was a change at the top, the CRA Plan which underwent a comprehensive update to provide a clear and consistent vision for the CRA District in 2016, moved forward according to schedule. The updated CRA Plan is organized into six districts, identified according to their character, history, location and land use make-up; the industrial Craft District, the Heart of Boynton District, the Cultural District, the Boynton Beach Boulevard District, the Downtown District and the Federal Highway District. Each district plan reflects a unique vision based on its role in the CRA. The 2016 Boynton Beach Community Redevelopment Plan will guide the community through the redevelopment of the CRA District for another twenty years.

The final phase of the CRA Marina redevelopment project, Phase III the Marina Open Space project, received a Notice of Completion on February 7, 2017. The project has green space and seating areas for patrons waiting to board the fishing or dive charters or for those who choose to enjoy watching the boats go by. We are confident that the new attraction will offer tourism opportunities and boost the visitor's overall experience in beautiful downtown Boynton Beach.

500 Ocean Project is scheduled to be completed in June 2018. The Downtown development is a large scale mixed-use development to include 341 residential units, 40,596 sq. ft. of retail space and 6,600 sq. ft. of office space. This project meets the ICC 700-2012 National Green Building Standard Silver and further advances the CRA's goal of stimulating development of green building projects.

The CRA in cooperation with the City of Boynton Beach Police Department, continues the Community Policing Initiative in the Heart of Boynton. In 2017-2018 an extra officer will be added to further enhance a

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

Management's Discussion and Analysis - Unaudited

September 30, 2017

true sense of a positive presence in the community. The goal of the program is to address crime holistically within the Heart of Boynton by promoting an atmosphere that emphasizes a sense of caring and community investment. Safety will be enhanced through the cultivation of personal relationships between police personnel assigned to the neighborhood on foot and bike patrols.

The Heart of Boynton redevelopment efforts continue with the Ocean Breeze East parcel and Martin Luther King, Jr. Boulevard South site under development agreements for affordable multifamily rental housing. The Model Block Project is a partnership between the City and the CRA to revitalize an entire block west of Seacrest and along west Martin Luther King, Jr. Boulevard to include building for-sale single-family homes, constructing streetscape, installing new utilities and extending N.W. 11th Avenue from Seacrest to N.W. 1st Street. As of the end of 2016, four homes have been constructed and sold and key acquisitions made. The first new retail store in over forty years on Martin Luther King, Jr. Boulevard, Family Dollar, represents a new beginning for this historic corridor. The key goal of the Heart of Boynton redevelopment efforts is to create affordable housing and improve neighborhoods within the Boynton Beach Community Redevelopment District.

District beautification efforts continue with the completion of Entry Signage project at north and south Federal Highway enhancing the existing entrance signage to create a sense of arrival, pride, brand and welcome. The project scope was expanded for the north Federal Highway sign to include additional landscaping to enhance the sense of arrival into the City.

The Town Square Project encompasses 16.5 City-owned acres within the redevelopment area of downtown Boynton Beach. Funds were allocated in the last two fiscal years for urban design conceptual drawings on the look and functioning of this area. Renovation has begun at the Boynton Beach High School. The entire neighborhood is excited about the restoration of the historic building. During 2018 the planning will continue on the comprehensive redevelopment of the Town Square area.

Economic development programs targeted to existing and new businesses within the CRA district continue to be successful. A total of 26 grant awards were made and approximately \$285 thousand was disbursed during the fiscal year to businesses for facade improvements, interior renovations, construction incentives and rent subsidies.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Agency's basic financial statements are comprised of the 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains required supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business. In addition, the government-wide statements are prepared using the accrual basis of accounting. The *Statement of Net position* (balance sheet) presents information on the Agency's assets and liabilities, with the difference between the two reported as net position.

The *Statement of Activities* (income statement) presents information showing how the Agency's net position changed during the most recent fiscal year. All changes in revenues are reported as soon as underlying events giving rise to the change occur regardless of the timing of related cash flows. The expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

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

Management's Discussion and Analysis - Unaudited

September 30, 2017

The government-wide financial statements present functions of the Agency that are principally supported by tax increment financing (governmental activities). The governmental activities of the Agency include general government activities, public safety and redevelopment projects. Thus, the Agency has no business-type activities.

The government-wide financial statements are found beginning on page 9 of this report.

Fund Financial Statements

The governmental fund financial statements provide readers with an overview of each fund and its related function in a traditional format. A fund is a grouping of related accounts that maintain control over resources that are segregated for specific activities or objectives. The Agency, like other state and local governments, uses fund accounting to ensure and demonstrate legal compliance with finance-related legal requirements. The Agency utilizes three funds for the fiscal year ending September 30, 2017, the *General Fund*, which is a governmental fund, the *Debt Service Fund*, used for servicing all debt payments and the *Projects Fund*, from which all capital outlays financed from Bond proceeds or other sources of financing are spent.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The focus of governmental funds is narrower than government-wide financial statements, and it is therefore useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By comparing and contrasting, readers may better understand the long-term impact of the Agency's near term financing decisions. The "Balance Sheet – Governmental Funds" and "Statement of Revenues, Expenditures, and Change in Fund Balance – Governmental Funds" are reconciled as shown on the "Reconciliation of the Balance Sheet – Governmental Fund to the Statement of Net position" and the "Reconciliation of the Statement of Revenues, Expenditures and Change in Fund Balance – Governmental Funds to the Statement of Activities" to facilitate the comparison between the *governmental funds* and *governmental activities*.

The Agency adopts an annual appropriated budget for its General Fund. A budgetary comparison schedule provided for the General Fund demonstrates compliance with this budget.

The basic governmental funds financial statements can be found beginning on page 11 of this report. The reconciliations between the governmental funds and governmental activities are found on pages 12 and 14.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements. These notes to the basic financial statements begin on page 15 of this report.

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Agency's budget to actual results for the General Fund for the current year. The required supplementary information can be found on page 24 and 25 of this report.

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

Management's Discussion and Analysis - Unaudited

September 30, 2017

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Agency, assets exceeded liabilities by approximately \$23.22 million at the close of the most recent fiscal year. However, the largest portion of the Agency's total assets, 64%, is reflected in its capital assets.

Summary of Net Position

	September 30,	
	2017	2016
Assets		
Current and other assets	\$ 14,339,698	\$ 11,811,586
Capital assets	25,734,622	24,415,044
Total assets	<u>40,074,320</u>	<u>36,226,630</u>
Deferred outflows of resources	<u>1,077,767</u>	<u>1,197,519</u>
Liabilities		
Current liabilities	2,395,576	1,860,698
Long term liabilities	15,538,349	17,212,502
Total liabilities	<u>17,933,925</u>	<u>19,073,200</u>
Net position		
Invested in capital assets, net of related debt	9,207,855	6,098,522
Restricted for:		
Capital projects	9,286,312	6,776,250
Debt service	78,291	72,205
Unrestricted	4,645,704	5,403,972
Total net position	<u>\$ 23,218,162</u>	<u>\$ 18,350,949</u>

The Agency has restricted assets for various capital projects.

Governmental Activities

Governmental activities increased the Agency's net position by approximately \$4.86 million. Key elements of this increase are detailed as follows:

Summary of Changes in Net Position

	Year Ended September 30,	
	2017	2016
Revenues		
Program Revenues		
Charges for services	\$ 1,135,721	\$ 1,084,258
General Revenues		
Tax increment revenues	10,579,150	9,585,902
Other revenues	122,343	125,095
Total revenues	<u>11,837,214</u>	<u>10,795,255</u>

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

Management's Discussion and Analysis - Unaudited

September 30, 2017

Summary of Changes in Net Position (continued)

	Year Ended September 30,	
	2017	2016
Expenses		
General government	2,947,749	2,814,692
Redevelopment projects	3,233,455	3,113,380
Interest on long-term debt	633,307	680,416
Loss on write off and sale of capital assets	155,490	2,318,658
Total expenses	6,970,001	8,927,145
Change in net position	4,867,213	1,868,110
Net position beginning of year	18,350,949	16,482,839
Net position end of year	\$ 23,218,162	\$ 18,350,949

Tax increment revenues increased by approximately \$994 thousand during fiscal year 2017, the result of increased taxable values.

Year-to-year expenses decreased by approximately \$1.96 million. This was due primarily to the decrease in loss on sale of capital assets.

FINANCIAL ANALYSIS OF THE AGENCY'S FUNDS

The focus of the Agency's governmental funds is to provide information on near-term inflows, outflows and balances of expendable resources. Such information is useful in assessing the Agency's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At the end of fiscal year 2017, the Agency's governmental funds reported an ending fund balance of approximately \$13.6 million, of which approximately \$191.4 thousand is nonspendable, \$5.5 million is committed, \$7.83 million is assigned and \$88 thousand is unassigned funds.

GENERAL BUDGETARY HIGHLIGHTS

In fiscal year 2016-2017, actual total revenues were favorable over budgetary estimates by approximately \$381 thousand, and actual total expenditures were favorable over budgetary estimates by \$481 thousand. Refer to page 24 for budgetary comparison schedule.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

During the year end September 30, 2017, the Agency spent approximately \$1.66 million in capital assets. This includes approximately \$689 thousand for properties acquired in the CRA district targeted for redevelopment as outlined in the updated 2016 Boynton Beach Community Redevelopment Plan and construction in progress projects of approximately \$947 thousand which are primarily the result of the Marina Open Space, Ocean Breeze East, Cottage District and MLK South. The CRA disposed of 2 properties to the Habitat of Humanity of approximately \$155 thousand and transferred \$1.1M of Construction in Progress - Marina Open Space as Land Improvement.

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

Management's Discussion and Analysis - Unaudited

September 30, 2017

Long-Term Debt

At the end of fiscal year 2017, the Agency has total bond debt outstanding of approximately \$17.12 million. Of this amount, approximately \$12.83 million represents the 2012 refunding Revenue Bonds and \$4.29 million represents the 2015 Revenue Bonds.

ECONOMIC FACTORS AFFECTING NEXT YEAR'S BUDGET

Assessed property valuations within the community redevelopment district increased approximately 8.3% versus prior year resulting in an increase in tax increment revenues of \$882 thousand, net of estimated adjustments for tax roll certifications. The Agency's Board approved the 2017-2018 budget including utilization of tax increment revenues for a number of projects including key acquisition funding, funding for the Town Square project, community police program, Heart of Boynton initiatives and the continuation of business and economic incentive programs.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Agency's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Vicki Hill, Finance Director at 710 North Federal Highway, Boynton Beach, Florida 33435.

Basic Financial Statements

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

Statement of Net Position

September 30, 2017

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 14,141,732
Accounts receivables	6,496
Prepays	191,470
Capital assets, net of accumulated depreciation:	
Land	21,603,043
Furniture and equipment	135,425
Renovations	812,177
Leasehold improvements	48,851
Construction in progress	60,885
Building	1,502,030
Land improvements	1,572,211
Total assets	40,074,320
 DEFERRED OUTFLOW OF RESOURCES	
Deferred amount on refunding	1,077,767
 LIABILITIES	
Accounts payable and accrued expenses	706,545
Deposits payable	19,031
Long-term liabilities:	
Due within one year	1,670,000
Due in more than one year	
Bonds and loans payable	15,449,000
Compensated absences	89,349
Total liabilities	17,933,925
 NET POSITION	
Net Investment in capital assets	9,207,855
Restricted for:	
Capital projects	9,286,312
Debt service	78,291
Unrestricted	4,645,704
Total net position	\$ 23,218,162

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

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

Statement of Activities

For the Year Ended September 30, 2017

Functions/Programs	<u>Expenses</u>	<u>Program Revenues</u> Charges For Services	<u>Net (Expense) Revenue and Changes in Net Assets</u>
Governmental Activities:			
General government	\$ 2,947,749	\$ 1,135,721	\$ (1,812,028)
Redevelopment projects	3,233,455	-	(3,233,455)
Interest on long-term debt	633,307	-	(633,307)
Total	<u>\$ 6,814,511</u>	<u>\$ 1,135,721</u>	<u>\$ (5,678,790)</u>
General Revenues:			
Tax increment revenue			\$ 10,579,150
Loss on write-off and sale of capital assets			(155,490)
Interest and other income			122,343
Total general revenues			<u>10,546,003</u>
Change in net position			4,867,213
Net position - beginning of year			<u>18,350,949</u>
Net position - end of year			<u>\$ 23,218,162</u>

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

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

Balance Sheet
Governmental Funds

September 30, 2017

	<u>General Fund</u>	<u>Projects Fund</u>	<u>Debt Service Fund</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and cash equivalents	\$ 4,259,996	\$ 9,803,445	\$ 78,291	\$ 14,141,732
Accounts receivables	6,496	-	-	6,496
Prepays	125,196	66,274	-	191,470
Total assets	<u>\$ 4,391,688</u>	<u>\$ 9,869,719</u>	<u>\$ 78,291</u>	<u>\$ 14,339,698</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued expenses	\$ 131,309	\$ 575,236	\$ -	\$ 706,545
Deposits payable	10,860	8,171	-	19,031
Total liabilities	<u>142,169</u>	<u>583,407</u>	<u>-</u>	<u>725,576</u>
Fund Balances:				
Nonspendable	125,196	66,274	-	191,470
Restricted	-	-	-	-
Committed	1,196,851	4,231,375	78,291	5,506,517
Assigned	2,839,349	4,988,663	-	7,828,012
Unassigned	88,123	-	-	88,123
Total fund balances	<u>4,249,519</u>	<u>9,286,312</u>	<u>78,291</u>	<u>13,614,122</u>
Total liabilities and fund balances	<u>\$ 4,391,688</u>	<u>\$ 9,869,719</u>	<u>\$ 78,291</u>	<u>\$ 14,339,698</u>

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

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

Reconciliation of the Balance Sheet - Governmental Funds
to the Statement of Net Position

For the Year Ended September 30, 2017

Fund balance - governmental funds	\$ 13,614,122
Amounts reported for governmental activities in the statement of net asset are different because:	
Capital assets used in governmental activities are not reported in the governmental funds.	
Capital assets - net of accumulated depreciation	25,734,622
Deferred outflow of resources - reported as deferred amount on refunding	1,077,767
Long-term liabilities are not reported in the governmental funds.	
Compensated absences	(89,349)
Bonds and notes payable	<u>(17,119,000)</u>
Net position of governmental activities	<u>\$ 23,218,162</u>

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

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

Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds

For the Year Ended September 30, 2017

	<u>General Fund</u>	<u>Projects Fund</u>	<u>Debt Service Fund</u>	<u>Total Governmental Funds</u>
REVENUES				
Tax increment revenue	\$ 10,579,150	\$ -	\$ -	\$ 10,579,150
Charges for services	1,135,721	-	-	1,135,721
Interest and other income	29,352	88,570	4,421	122,343
Total revenues	<u>11,744,223</u>	<u>88,570</u>	<u>4,421</u>	<u>11,837,214</u>
EXPENDITURES				
General government	2,761,209	-	-	2,761,209
Redevelopment projects	-	3,233,455	-	3,233,455
Debt service:				
Principal	-	-	1,625,000	1,625,000
Interest and other charges	-	-	513,555	513,555
Capital outlay	36,098	1,629,663	-	1,665,761
Total expenditures	<u>2,797,307</u>	<u>4,863,118</u>	<u>2,138,555</u>	<u>9,798,980</u>
Excess (deficiency) of revenues over (under) expenditures	<u>8,946,916</u>	<u>(4,774,548)</u>	<u>(2,134,134)</u>	<u>2,038,234</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	7,284,610	2,140,220	9,424,830
Transfers out	(9,424,830)	-	-	(9,424,830)
Total other financing sources (uses)	<u>(9,424,830)</u>	<u>7,284,610</u>	<u>2,140,220</u>	<u>-</u>
Net change in fund balances	(477,914)	2,510,062	6,086	2,038,234
Fund balances - beginning of year	4,727,433	6,776,250	72,205	11,575,888
Fund balances - end of year	<u>\$ 4,249,519</u>	<u>\$ 9,286,312</u>	<u>\$ 78,291</u>	<u>\$ 13,614,122</u>

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

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

Reconciliation of the Statements of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds to the Statement of Activities

For the Year Ended September 30, 2017

Net changes in fund balances - total governmental funds	\$	2,038,234
<p>Amounts reported for governmental activities in the statement of activities are different because:</p>		
<p>Governmental funds report capital outlay expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.</p>		
Expenditures for capital assets		1,665,761
Less current year depreciation expense		(190,693)
Disposal of capital assets		(155,490)
<p>For governmental funds, the issuance of long-term debt provides current financial resources and the repayment of long-term debt consumes current financial resources. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.</p>		
Principal payments on long-term debt		1,625,000
Amortization on deferred amount on refunding		(119,752)
<p>Some expenses reported in the statement of activities do not require the use of current financial resource and, therefore, are not reported as expenditures in governmental funds.</p>		
Net change in long-term compensated absences.		4,153
Change in net position of governmental activities	\$	4,867,213

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

Notes to the Basic Financial Statements

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

Notes to the Basic Financial Statements

September 30, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of the Boynton Beach Community Redevelopment Agency (the “Agency”) significant accounting policies is presented to assist the reader in interpreting the basic financial statements. The policies are considered essential and should be read in conjunction with the basic financial statements. The accounting policies of the Agency conform to U.S. generally accepted accounting principles applicable to governmental units. This report, the accounting systems and classification of accounts conform to standards of the Governmental Accounting Standards Board (GASB), which is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies.

A. Organization and reporting entity

The Agency is a component unit established by the City of Boynton Beach, Florida (the “City”) under the authority granted by Florida Statutes 163, Section III. The purpose of the Agency is to promote and guide physical and economic redevelopment in the City and part of Palm Beach County, Florida (the “District”). The Agency is a legally separate entity established by Ordinance number 83-41 of the City on December 20, 1983.

The Agency has adopted GASB Statement No. 61, *The Financial Reporting Entity: Omnibus—an amendment of GASB Statements No. 14 and No. 34*, for the purpose of evaluating whether it has any component units. Based on the criteria therein, the Agency has determined that there are no component units that meet criteria for inclusion in the Agency’s financial statements.

The Agency is governed by a board comprised of elected officials. The City is considered to be financially accountable for the Agency and in accordance with GASB Statement No. 61, and therefore the Agency is considered to be a blended component unit in the City’s comprehensive annual financial report.

B. Reporting model

The Agency’s basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of financial information.

Government-wide financial statements

The statement of net position and the statement of activities report information on all of the activities of the Agency. Governmental activities are reported separately from business-type activities which rely on fees charged to external parties as their primary revenues. The Agency has no business-type activities.

The statement of net position reports the Agency’s financial position as of the end of the fiscal year. In this statement, the Agency’s net position is reported in three categories: net investment in capital assets; restricted net position; and unrestricted net position.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the Agency. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include charges for services that are directly related to a given function and grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Tax increment revenue and other items not meeting the definition of program revenue are reported instead as general revenue.

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

Notes to the Basic Financial Statements

September 30, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Reporting model (Continued)

Fund financial statements

For the fiscal year ending September 30, 2017, the Agency reports three major funds, the General Fund, the Debt Service Fund, and the Projects Fund. The General Fund is classified as a governmental fund and accounts for all financial resources controlled by the Agency. The Debt Service Fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term obligation debt. The Projects Fund accounts for financial resources to be used for redevelopment programs and the acquisition or construction of capital projects. The governmental fund statement includes reconciliations with brief explanations to better identify the relationship between the government-wide statements and the statements for the governmental fund.

C. Measurement focus and basis of accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Agency considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when the related fund liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

D. Cash, cash equivalents and investments

Cash and cash equivalents are defined as short-term highly liquid investments that are both readily convertible to known amounts of cash and have an original maturity of three months or less from the date of purchase. Cash and cash equivalents consist of petty cash and deposits with financial institutions qualified as public depositories under Florida law. All deposits are insured by federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

Investments made locally consist of amounts placed in obligations of United States Government Agencies and Instrumentalities, and are reported at fair value. The Agency is authorized to invest in direct obligations of the United States of America or any agency thereof, interest bearing time or demand deposits with any qualified depository institution, commercial paper, bankers' acceptances, state and/or local government taxable debt, mutual funds, repurchase agreements and the State Treasurer's investment pool, which has the characteristics of a money market fund.

E. Capital assets

Capital assets are defined by the Agency as assets with an initial, individual cost of \$1,000 or more and an estimated useful life of more than one year. These assets are recorded at historical cost. Donated capital assets are recorded at estimated fair value at the date of donation. Capital assets are depreciated using the straight-line method over the assets' estimated useful lives of all reported capital assets, except land and land improvements. The estimated useful life of furniture, fixtures and equipment is four to ten years.

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

Notes to the Basic Financial Statements

September 30, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Fund equity / net position

Fund equity

GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental fund types. Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent, as follows:

- Nonspendable fund balance - amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.
- Restricted fund balance - amounts that are restricted to specific purposes when constraints placed on the use of resources are either by (a) externally imposed by creditors (such as debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislations.
- Committed fund balance - amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision making authority.
- Assigned fund balance - amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.
- Unassigned fund balance - amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purpose within the general fund.

When both restricted and unrestricted amounts are available for use, it is the Agency's practice to use restricted resources first. Additionally, the Agency would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance.

Net position

The government-wide financial statements utilize a net position presentation. Net position can be categorized as net investment in capital assets, restricted, or unrestricted. The first category represents capital assets, less accumulated depreciation and net of any outstanding debt associated with the acquisition of capital assets. Restricted net position represent amounts that are restricted by requirement of debt indenture or enabling legislation. Unrestricted net position represents the net position component of the Agency which is not restricted for any project or purpose.

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use unrestricted resources first, and then restricted resources as they are needed.

G. Bond premiums, discounts and issuance costs

In the government-wide financial statements, bond premiums and discounts are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Issuance costs are reported as debt service expenditures in the fund financial statements and redevelopment projects expense in the government-wide financial statements.

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

Notes to the Basic Financial Statements

September 30, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

H. Deferred outflows of resources

The statement of financial position reports a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The Agency has only one item that qualifies for reporting in this category, the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the life of refunded debt.

I. Revenue sources

Tax increment revenues are the primary source of revenue for the Agency. Tax increment revenues are collected from two governmental entities that levy property taxes within the legally defined redevelopment area of the Agency, which is the City of Boynton Beach, Florida and Palm Beach County, Florida.

J. Compensated absences

It is the Agency's policy to permit employees to accumulate earned but unused vacation and sick pay. Employees may, depending on their level of service and policy of the Agency, be paid for various amounts of their total accrued leave by the end of each fiscal year, upon termination or retirement. The Agency accrues a liability for leave hours that meet the criteria for payment at the eligible employees' current rates of pay.

K. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

L. Reclassifications

Certain prior year amounts have been reclassified to conform to the current year's presentation.

2. CASH, CASH EQUIVALENTS AND INVESTMENTS

All of the Agency's bank deposits are insured by the Federal Deposit Insurance Corporation or collateralized in accordance with Florida Security for Public Deposits Act (the "Act"). Under the Act, every qualified public depository shall deposit with the Treasurer eligible collateral having a market value equal to 50% of the average daily balance for each month that all public deposits are in excess of any applicable deposit insurance. If the public deposits exceed the total amount of the regulatory capital accounts of a bank or the regulatory net worth of a savings association, the required collateral shall have a market value equal to 125% of the deposits.

The Agency's investment policy is designed to ensure the prudent management of funds, and the availability of operating and capital funds when required, while earning a competitive return within the policy framework. The primary objectives, in order of priority, of investment activity shall be safety, interest rate risk, liquidity and yield. As of September 30, 2017, the Agency does not have any investments.

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

Notes to the Basic Financial Statements

September 30, 2017

3. CAPITAL ASSETS

Capital assets activity for the year ended September 30, 2017, is as follows:

	Balance at 9/30/2016	Additions	Deletions/ Transfers	Balance at 9/30/2017
Capital assets, not being depreciated:				
Land	\$ 21,148,470	\$ 610,063	\$ (155,490)	\$ 21,603,043
Construction in progress	226,754	946,526	(1,112,395)	60,885
Total capital assets, not being depreciated	<u>21,375,224</u>	<u>1,556,589</u>	<u>(1,267,885)</u>	<u>\$21,663,928</u>
Capital assets, being depreciated:				
Building	1,531,272	79,224	-	1,610,496
Renovations	1,074,747	15,500	-	1,090,247
Land improvements	589,079	1,112,395	-	1,701,474
Leasehold improvements	147,145	-	-	147,145
Furniture and equipment	360,799	14,448	-	375,247
Total capital assets, being depreciated	<u>3,703,042</u>	<u>1,221,567</u>	<u>-</u>	<u>4,924,609</u>
Less accumulated depreciation for:				
Building	(70,184)	(38,282)	-	(108,466)
Renovations	(241,614)	(36,456)	-	(278,070)
Land improvements	(62,181)	(67,082)	-	(129,263)
Leasehold improvements	(85,638)	(12,656)	-	(98,294)
Furniture and equipment	(203,605)	(36,217)	-	(239,822)
Total accumulated depreciation	<u>(663,222)</u>	<u>(190,693)</u>	<u>-</u>	<u>(853,915)</u>
Total capital assets, being depreciated, net	<u>3,039,820</u>	<u>1,030,874</u>	<u>-</u>	<u>4,070,694</u>
Total capital assets, net of accumulated depreciation	<u>\$ 24,415,044</u>	<u>\$ 2,587,463</u>	<u>\$ (1,267,855)</u>	<u>\$ 25,734,622</u>

Depreciation expense of \$190,693 was charged to general government for fiscal year 2017.

4. LONG-TERM LIABILITIES

At September 30, 2017, bonds and loans payable consist of the following:

BONDS:

2012 Tax Increment Refunding Revenue Bonds dated October 18, 2012, due in annual principal installments of \$143,000 to \$1,530,000 through October 1, 2026, bearing an interest rate of 2.56%.	\$ 12,834,000
2015 Tax Increment Refunding Revenue Bonds, dated March 26, 2015 due in annual principal installments of \$360,000 to \$725,000 through October 1, 2026, bearing an interest rate of 3.3%.	<u>4,285,000</u>
	<u>\$ 17,119,000</u>

The annual requirements to amortize bonds and loans payable outstanding as of September 30, 2017, are as follows:

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

Notes to the Basic Financial Statements

September 30, 2017

4. LONG-TERM LIABILITIES (Continued)

Fiscal Year(s)	2012 Tax Increment Refunding Revenue Bonds		2015 Tax Increment Refunding Revenue Bonds		Totals	
	Principal	Interest	Principal	Interest	Principal	Interest
2018	\$ 1,300,000	\$ 328,550	\$ 370,000	\$ 141,405	\$ 1,670,000	\$ 469,955
2019	1,331,000	295,270	380,000	129,195	1,711,000	424,465
2020	1,367,000	261,197	395,000	116,655	1,762,000	377,852
2021	1,397,000	226,202	410,000	103,620	1,807,000	329,822
2022	1,439,000	190,438	420,000	90,090	1,859,000	280,528
2023-2026	6,000,000	385,946	2,310,000	209,220	8,310,000	595,166
	<u>\$ 12,834,000</u>	<u>\$ 1,687,603</u>	<u>\$ 4,285,000</u>	<u>\$ 790,185</u>	<u>\$ 17,119,000</u>	<u>\$ 2,477,788</u>

The changes in long-term liabilities for the year ended September 30, 2017 are summarized as follows:

	Balance at 9/30/16	Additions	Deletions	Balance at 9/30/17	Due within one year
Bonds payable	\$ 18,744,000	\$ -	\$ (1,625,000)	\$ 17,119,000	\$ 1,670,000
Compensated absences	93,502	-	(4,153)	89,349	-
Total long-term liabilities	<u>\$ 18,837,502</u>	<u>\$ -</u>	<u>\$ (1,629,153)</u>	<u>\$ 17,208,349</u>	<u>\$ 1,670,000</u>

Prior years' defeasance of debt

In fiscal years 2015 and 2013, the Agency defeased certain increment revenue bonds, placing the proceeds of new refunding bonds in an irrevocable trust to provide for all future debt service on the refunded portions of the increment revenue bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the Agency's financial statements. The refundings resulted in a difference between the reacquisition price and the net carrying amount of the old debt, which is being charged to operations through 2026 using the effective-interest method. As of September 30, 2017, there are no outstanding balances on either of the defeased bonds.

5. FUND BALANCES

At September 30, 2017, the Agency reported the following governmental fund balances:

- Nonspendable fund balance - These amounts cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.
- Committed fund balance - these amounts can only be used for specific purposes pursuant to constraints imposed by the Board of the Agency. The items cannot be removed unless the Board removes it in the same manner it was implemented.
- Assigned fund balance - these amounts are approved and constrained by the Agency's intent to be used for specific purposes, but are neither restricted nor committed.
- Unassigned fund balance - These amounts have not been assigned to other funds and have not been restricted, committed, or assigned for a specific purpose.

Below is a table of fund balance categories and classifications, by fund, at September 30, 2017:

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

Notes to the Basic Financial Statements

September 30, 2017

5. FUND BALANCES (Continued)

	General Fund	Projects Fund	Debt Service Fund
Nonspendable	\$ 125,196	\$ 66,274	\$ -
Committed	1,196,851	4,231,375	78,291
Assigned	2,839,349	4,988,663	-
Unassigned	88,123	-	-
Total	\$ 4,249,519	\$ 9,286,312	\$ 78,291

6. INTERFUND TRANSFERS

During the fiscal year ended September 30, 2017, the General Fund transferred \$7,284,610 and \$2,140,220 to the Projects Fund and Debt Service Fund, respectively. The transfers made to the Projects Fund were to fund the costs of ongoing redevelopment projects. The transfers made to the Debt Service Fund were to fund the annual debt service expenditures on the bonds and loans payable.

7. HOMEBUYER ASSISTANCE PROGRAM

The Agency established the Homebuyer Assistance Program to assist local residents with the purchase of a home by providing a subsidy in an amount not to exceed \$50,000 per homeowner. The subsidy is secured by a mortgage, which is required to be paid back only under certain circumstances outlined in the mortgage agreement. The mortgage is forgiven if the homeowner remains in the home during the full term outlined in the agreement. The amount of mortgages receivable outstanding at September 30, 2017 total \$1,394,672. Given the nature of these loans, collection is uncertain, and therefore an allowance for uncollectible mortgages has been established at 100% of the value of the mortgages receivable outstanding. Consequently these mortgages are not recognized on the financial statements.

8. RISK MANAGEMENT

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Agency purchases commercial insurance for the risks of loss to which it is exposed. Policy limits and deductibles are reviewed by management and established at amounts to provide reasonable protection from significant financial loss. Settlements did not exceed insurance coverage in the past three fiscal years.

9. COMMITMENTS AND CONTINGENCIES

A. Economic development programs

The Agency established Economic Development Programs in an effort to promote the redevelopment of existing businesses located in the City as well as attract new businesses to Boynton Beach. These programs for commercial businesses include Facade Programs, Rent Subsidy, Interior Build-Out and Signage. During fiscal year 2017, the Agency closed and disbursed \$251,713 in Economic Development Grants.

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

Notes to the Basic Financial Statements

September 30, 2017

9. COMMITMENTS AND CONTINGENCIES (Continued)

B. Lease commitments

The Agency leases a building under a ten year commercial lease agreement with a remaining term of six years and base rent increases of 4% a year plus expenses for real estate taxes, insurance and maintenance of the property. The lease is non-cancelable until year 7. If terminated during years 7 through 10, the Agency is obligated to pay a portion of the monthly rent dependent on the termination year. Under the terms of the lease, the Agency was responsible for interior renovations totaling \$88,000. The landlord will credit the Agency a total of \$73,000 proportionately in years 8, 9 and 10 of the lease unless the Agency terminates the lease. Rental costs for the year ended September 30, 2017 totaled \$89,490.

Future minimum lease payments are as follows:

Fiscal year ending September 30,	
2018	\$ 94,172
2019	92,672
2020	95,583
2021	98,610

10. RETIREMENT CONTRIBUTIONS

The Agency participates in a 401(a) defined contribution retirement plan and a 457(b) deferred compensation plan (the "Plans"). The Plans are qualified under Sections 401(1), 403 (a) and 501(a) of the Internal Revenue Code. The Plans are administered by independent trustees. All employees who meet the requirements are qualified to participate. Employees make voluntary contributions to the 457(b) plan. The Agency's required contribution is 20% of the total salaries of qualified participants. Employer contributions to both plans in fiscal year 2017 totaled \$107,395.

11. RELATED PARTY TRANSACTIONS

The Agency is a blended component unit of the City of Boynton Beach, Florida. For the year ended September 30, 2017, the Agency's tax increment revenues include \$6,590,331 received from the City. In addition, the Agency reimbursed the City for services performed on behalf of the Agency such as recording, information technology services, Clean & Safe program, landscape and maintenance services, festival expenses, human resource and payroll services, facility rental and permitting fees paid during the year. Payments to the City for these services during the year ended September 30, 2017 totaled \$401,031.

12. SUBSEQUENT EVENTS

The Agency evaluated subsequent events through December 13, 2017, the date the financial statements were available to be issued, and does not believe that there are any such events or transactions that require disclosure.

13. NEW PRONOUNCEMENTS ISSUED

The following new pronouncements effective for the fiscal year ending September 30, 2017 were adopted by the Agency, but were determined by management that such pronouncements did not have an effect on the Agency's financial reporting:

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

Notes to the Basic Financial Statements

September 30, 2017

13. NEW PRONOUNCEMENTS ISSUED (Continued)

- GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*.
- GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, which is effective for the fiscal year ending September 30, 2017.
- GASB Statement No. 77, *Tax Abatement Disclosures*, which is effective for the fiscal year ending September 30, 2017.
- GASB Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*, which is effective for the fiscal year ending September 30, 2017.
- GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, which is effective for the fiscal year ending September 30, 2017.
- GASB Statement No. 80, *Blending Requirements for Certain Component Units – an amendment of GASB Statement No. 14*, which is effective for the fiscal year ending September 30, 2017.
- GASB Statement No. 82, *Pension Issues – an amendment of GASB Statements No. 67, No. 68, and No. 73*, which certain requirements are effective for the fiscal year ending September 30, 2017, and certain other requirements effective for fiscal year ending September 30, 2018.

Required Supplementary Information

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

Budgetary Comparison Schedule (Unaudited)
General Fund

For the Year Ended September 30, 2017

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance with Final Budget - Positive (Negative)
REVENUES				
Tax increment revenue	\$ 10,363,156	\$ 10,363,156	\$ 10,579,150	\$ 215,994
Charges for services	1,000,000	1,000,000	1,135,721	135,721
Interest and other income	-	-	29,352	29,352
Total revenues	<u>11,363,156</u>	<u>11,363,156</u>	<u>11,744,223</u>	<u>381,067</u>
EXPENDITURES				
General government	3,278,842	3,278,842	2,761,209	517,633
Capital Outlay	-	-	36,098	(36,098)
Total expenditures	<u>3,278,842</u>	<u>3,278,842</u>	<u>2,797,307</u>	<u>481,535</u>
Excess of revenues over expenditures	<u>8,084,314</u>	<u>8,084,314</u>	<u>8,946,916</u>	<u>862,602</u>
OTHER FINANCING SOURCES (USES)				
Transfers out	(8,752,921)	(9,424,830)	(9,424,830)	-
Total other financing sources (uses)	<u>(8,752,921)</u>	<u>(9,424,830)</u>	<u>(9,424,830)</u>	<u>-</u>
Net change in fund balances	<u>\$ (668,607)</u>	<u>\$ (1,340,516)</u>	(477,914)	<u>\$ 862,602</u>
Fund balances - beginning of year			<u>4,727,433</u>	
Fund balances - end of year			<u>\$ 4,249,519</u>	

The notes to the Budgetary Comparison Schedule are an integral part of this schedule.

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

Notes to the Budgetary Comparison Schedule

September 30, 2017

1. BUDGETARY INFORMATION

The Agency is required to establish a budgetary system and an approved annual budget for the General Fund, Debt Service Fund and Project Fund. The Agency's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. In accordance with generally accepted accounting principles, budgetary comparison information is disclosed only for the General Fund.

The budget is adopted on the modified accrual basis of accounting, consistent with generally accepted accounting principles, with the exception of compensated absences. Compensated absences are budgeted only to the extent expected to be paid, rather than on the modified accrual basis. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board.

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate.

Compliance Section



Sanson, Kline, Jacomino, Tandoc & Gamarra, LLP
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Tel: (305) 269-8633 | Fax: (305) 265-0652 | www.skjtg-cpa.com

**Independent Auditor's Report on Internal Control Over
Financial Reporting and on Compliance and Other Matters Based
on an Audit of Financial Statements Performed in Accordance
With *Government Auditing Standards***

To the Board of Commissioners
Boynton Beach Community
Redevelopment Agency:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Boynton Beach Community Redevelopment Agency (the Agency), a component unit of the City of Boynton Beach, Florida, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated December 20, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sanson Kline Jacomine Landee S Hamarra, LLP

Miami, Florida
December 20, 2017



Sanson, Kline, Jacomino, Tandoc & Gamarra, LLP
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**Management Letter in Accordance with the
Rules of the Auditor General of the State of Florida**

To the Board of Commissioners
Boynton Beach Community
Redevelopment Agency:

Report on the Financial Statements

We have audited the financial statements of the Boynton Beach Community Redevelopment Agency (the Agency), a component unit of the City of Boynton Beach, Florida, as of and for the fiscal year ended September 30, 2017, and have issued our report dated December 20, 2017.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Report

We have issued our Independent Auditors' Reports on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in that reports, which is dated December 20, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Such disclosures are made in note 1(A) to the Agency's financial statements.

Financial Condition

Section 10.554(1)(i)5.a., Rules of the Auditor General, requires that we report the results of our determination as to whether or not the Agency has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Agency did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures as of September 30, 2017. It is management's responsibility to monitor the Agency's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Section 10.554(1)(i)5.b., Rules of the Auditor General, requires that we report the results of our determination as to whether the annual financial report for the Agency for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. As of the date of our report, the Agency has not filed its annual financial report with the Florida Department of Financial Services.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Florida Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, and the Board of Directors and management of the Agency, and is not intended to be and should not be used by anyone other than these specified parties.

Sanson Kline Jacomino Landee & Hamarra, LLP

Miami, Florida
December 20, 2017



CRA BOARD MEETING OF: February 13, 2018

OLD BUSINESS

AGENDA ITEM: 13.B.

SUBJECT:

Consideration of the Site Plan for the Property located at 711 N. Federal Highway for South Florida Marine, d/b/a BZ Woods Properties, LLC

SUMMARY:

On September 27, 2017 the CRA Board approved a Purchase and Development Agreement in the amount of \$365,000 for the property located at 711 N. Federal Highway to South Florida Marine, d/b/a BZ Woods Properties, LLC (see Attachment I). The intended use of the property to BZ Woods Properties, LLC will support the expansion of their existing Master Craft boat sales center and marine retail store located on the adjacent property at 725 N. Federal Highway. The expanded operation will allow for the sale of a new line of boats and outboard engines as well as provide new jobs in the marine process.

The sale and exchange of ownership of the property to BZ Woods Properties, LLC was closed on January 31, 2018. Under the terms of the Purchase and Development Agreement, the CRA will be providing BZ Woods Properties funding in the form of a Economic Development Incentive Grant to assist with the costs associated with the commercial redevelopment of the property not to exceed \$66,500. In addition, the CRA has made available \$50,800 in renovation funding that is tied to the creation of new full and/or part time jobs.

The Purchase and Development Agreement provides a project development timeline that will need to be adhered to by BZ Woods Properties as they move forward (see Attachment II). As per the contract in order to begin the City's development process, the CRA Board will need to provide approval of the site plan and design description. Once approved by the Board, the Woods have 60 days to submit their formal application for Major Site Plan approval to the City of Boynton Beach.

The redevelopment project as presented includes exterior façade improvements, roofing, interior renovation to the existing retail and storage buildings, a new parking lot and drainage, sidewalk improvement to NE 6th Avenue, landscaping and irrigation, decorative fencing, site lighting in addition to improving the utilities, plumbing and electrical systems (see Attachment III).

FISCAL IMPACT:

Proceeds from the sale of the property in the amount of \$365,000 will be deposited into the Project Fund. Sale proceeds will be used to fund the redevelopment grants described in the Purchase and Development Agreement.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan, Downtown District and Federal Highway District

CRAAB RECOMMENDATION:

Recommended approval of the project as presented at their March 2, 2017 meeting.

CRA BOARD OPTIONS:

1. Approve the site plan and design scheme as presented by BZ Woods Properties, LLC, for the project located at 711 N. Federal Highway.
2. Do not to approve the site plan and design scheme as presented by BZ Woods Properties, LLC, for the project located at 711 N. Federal Highway.

ATTACHMENTS:

Description

- ▣ **Attachment I - Purchase & Development Agreement**
- ▣ **Attachment II - Development Timeline per Agreement**
- ▣ **Attachment III - Site Plan**

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 (hereinafter "SELLER") and BZ WOOD PROPERTIES, LLC, having an address of 725 N. Federal Highway, Boynton Beach, FL 33435, or its affiliated assignee (hereinafter "PURCHASER", and together with the SELLER, the "Parties").

In consideration of TEN DOLLARS AND 00/100 DOLLARS (\$10.00) and 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"). The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effected in order to reduce and blight and to enable the renovation of the Property located at 711 N. Federal Highway, Boynton Beach, FL 33435. The renovation of the Property is for the expansion of an existing business located at 717-725 N. Federal Highway, Boynton Beach, FL (PCN #08434521310000191). The Property will be used for a new marine dealership, service center and ship to shore store (the "Project")

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be Three Hundred Sixty Five Thousand AND 00/100 DOLLARS (\$365,000.00) 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. PURCHASER to execute a second mortgage containing the terms and conditions set forth in Paragraph 23 below.

3. DEPOSIT. PURCHASER shall deposit Seventy Three Thousand and 00/100 DOLLARS, (the "Deposit") within five days of the Effective Date with the SELLER'S escrow agent Lewis, Longman and Walker, P.A.

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 PURCHASER'S obligation to close on the purchase of the Property is contingent on obtaining site plan approval from SELLER for the use described above. SELLER shall cooperate with PURCHASER in expediting site plan approval so that PURCHASER shall be able to meet the Development Timeline set forth in Paragraph 20 and the Closing Date (hereinafter defined).

6. CLOSING DATE. The Closing shall take place on or before October 31, 2017, at such location to which the parties may mutually agree in writing

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 10.3 to which PURCHASER fails to object, or which PURCHASER agrees to accept.

8. INVESTIGATION OF THE PROPERTY. For a period of thirty (30) days from Effective Date (the "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 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 for any or no reason at all. 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; (ii) 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 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, 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 of the Property. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

8.1 Seller's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: any existing title policies, 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. Seller agrees to cooperate with PURCHASER in obtaining reliance letters or certifications in its favor from all providers of previously issued reports and surveys provided SELLER shall not be responsible for any costs associated therewith.

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 a Title Company chosen by SELLER (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. 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 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 and the Closing 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, any Deposits shall be returned to PURCHASER upon demand and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement.

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 which did not appear in the Title Commitment that are unacceptable to PURCHASER, 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 a current boundary survey (the "Survey") of the Property. 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 or covenants of this Agreement, or applicable governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 10.2 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 Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

9.2 Pending Proceedings and Alley Abandonment. 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. Notwithstanding the foregoing, PURCHASER acknowledges that SELLER is actively seeking to abandon the alleyway adjacent to 6th Avenue. SELLER shall provide sketch and legal descriptions of the abandonment to PURCHASER prior to closing. Upon completion of the abandonment, the abandoned alleyway shall be conveyed to PURCHASER for no consideration.

9.3 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.

9.4 Construction Permit Approval. The SELLER will cooperate with the PURCHASER with regard to signing and processing any applications and forms required by the City or other authorities having jurisdiction over the PROPERTY to obtain building permit approval and such other design and construction documents as may be reasonably required by PURCHASER to permit the Project to be constructed and operated. The PURCHASER will be responsible for all costs associated with the the Project's design and construction as well any and all applicable permit fees associated with the Project.

10. CLOSING DOCUMENTS. The SELLER shall prepare, or cause to be prepared and delivered to PURCHASER at least three (3) business days prior to Closing, the Closing Documents set forth in this Section, as well as 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") 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 or the Closing Agent and the title Company may require.

10.2 Seller's Affidavits. SELLER shall furnish to PURCHASER an 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, 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 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 Additional Documents. Such other documents as SELLER or the Title Company may reasonably request 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 for the Property shall be prorated through 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 the tax bill which discloses an actual difference in the amount of the taxes estimated at Closing that exceeds \$500.00

11.2 Closing Costs. SELLER shall pay for documentary stamps on the deed, recording the deed, any cost associated with curing title and acquiring the Owner's Title Insurance Policy. Purchaser shall pay all other closing expenses including expenses associated with any Mortgagee Title Insurance Policy. Each party shall be responsible for their respective attorneys' fees.

11.3 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.

11.4 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. Other than as otherwise set forth in this Agreement, 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. 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. 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.

13. DEFAULT PRIOR TO CLOSING

13.1 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, 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. If PURCHASER is in default as to one or more of the provisions of

this Agreement, then PURCHASER may request that SELLER grant a reasonable extension to complete the deliverable. Provided PURCHASER has shown a good faith effort to comply said request shall not be unreasonably withheld. In the event PURCHASER fails to perform as herein provided notwithstanding the extension, PURCHASER shall be in default hereunder and treated as provided above. The parties understand and agree that in such instance SELLER shall be entitled to the Deposit in full and final satisfaction of PURCHASER's obligations hereunder.

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely to perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein, PURCHASER may, at its option (i) declare SELLER in default under this Agreement in which event PURCHASER may (i) terminate this Agreement, receive back its Deposit and neither party shall have any further rights hereunder or (ii) proceed to enforce this Agreement by way of an action for specific performance.

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 fifteen (15) 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 above.

13.4 Survival. The provisions of this Section 13 shall survive the termination of this Agreement.

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

With a copy to: Kenneth Dodge, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

If to Purchaser: Mike and Jana Wood
725 N. Federal Highway
Boynton Beach, FL 33435

With a copy to: Joel P. Koeppe, Esquire
Koeppe Law Group, P.A.
1515 North Flagler Drive, Suite 220
West Palm Beach, Florida 33401

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. PURCHASER may not assign this Agreement without prior written consent of SELLER, which may be withheld in SELLER's sole discretion, provided, however, PURCHASER may assign this Agreement to an entity or trust owned and controlled by Michael and/or Jana Wood and/or immediate family members upon the consent of SELLER, which shall not be unreasonably withheld. It is understood, however, that SELLER may assign its interest to the City of Boynton Beach without the prior written consent of PURCHASER.

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, or PURCHASER may accept the Property without any reduction in the value of the Property together with any insurance proceeds. 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. However, SELLER'S indemnification obligations shall not exceed 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. DEVELOPMENT AND SALE OF THE PROPERTY. SELLER and PURCHASER acknowledge that the Property is being sold to PURCHASER for the sole purpose of developing a new marine dealership, marine accessory service center and marine retail store. PURCHASER may change the use of the Property after the Closing upon approval of the SELLER, provided such use is in compliance with the then current zoning and land use regulations and further the goals of SELLER as set forth in its current Redevelopment Plan. This provision shall survive closing

19.1 SELLER Design Approval. The PURCHASER agrees that the SELLER shall have the right to approve of the design of the building and site as a condition of this PURCHASE AND DEVELOPMENT AGREEMENT. The SELLER's approval of the plans and design shall not be unreasonably withheld provided the plans and design meet the criteria set forth and described in the City of Boynton Beach approved Urban Design Guidelines for Development within the Boynton Beach Community Redevelopment Area.

19.2 Economic Development Grant Incentives and Funding. The SELLER shall provide the PURCHASER with the following Boynton Beach Community Redevelopment Agency Economic Development Grants to induce the enhancement and/or expansion of the project:

a. Commercial Façade Grant - Purchaser shall be reimbursed up to a maximum amount of \$25,000 with a \$25,000 match by Purchaser. Said funds to be reimbursed within thirty (30) days of receiving a Certificate of Occupancy provided Purchaser has timely submitted all required construction cost documentation consistent with the eligible items set forth in the CRA's Commercial Façade Grant Program.

b. Commercial Construction Project Incentive Program – Purchaser shall be reimbursed the building permit fee of 2.3% of the project cost provided same is less than \$250,000 in construction value (as stated on the construction permit application) and 3.3% of the project cost if the construction value exceeds \$250,000. Said funds to be reimbursed within thirty (30) days of receiving a Certificate of Occupancy provided Purchaser has timely submitted all required construction cost documentation. The reimbursement available under the Commercial Construction Project Incentive Program pursuant to this paragraph shall not exceed \$16,500.

c. Interior Build-Out Grant - Purchaser to be reimbursed an amount

up to \$25,000, to be paid on a reimbursement basis within thirty (30) days of the Property receiving a Certificate of Occupancy provided Purchaser has timely submitted all required construction cost documentation, consistent with the eligible items set forth in the CRA's Interior Build-out Grant Program. A \$25,000 match is required by the PURCHASER.

d. 711 N. Federal Highway Renovation Grant – Purchaser shall be eligible for this grant according to the following formula up to a total of exceed Fifty Thousand Eight Hundred Dollars (\$50,800.00):

Within twenty-four (24) months from receipt of its Certificate of Occupancy for the Project, PURCHASER shall submit documentation evidencing how many new full-time (at 40 hours per week) and/or part-time local employees (at 20 hours a week) PURCHASER has hired for employment at the Project. The total amount of the grant reimbursement available to PURCHASER shall be based on the documentation provided by Purchaser and shall be determined at the end of the twenty-four (24) month period by multiplying the total number of new full-time employees hired by Purchaser for the Project by \$4,233.33 and the number of new part-time local employees hired by the Purchaser for the Project by \$2,116.67 for a total grant award not to exceed Fifty Thousand Eight Hundred Dollars (\$50,800.00) to be paid on a reimbursement basis for construction costs associated with the renovation of the Property. PURCHASER is not eligible for reimbursement under this paragraph for any employees hired after the 24 month reporting period expires. Reimbursement shall be made within thirty (30) days of the CRA Board's receipt and approval of the appropriate documentation pursuant to this paragraph.

20. Development Timeline. In order to ensure that the public purpose is being met, the following events must be documented in writing and provided to the SELLER upon completion of each event. Time is calculated from the Effective Date.

a. Submission of Major Site Plan Application documents to the City of Boynton Beach within sixty (60) days after the final approval of the design and site plan by the CRA as set forth in Paragraph 19.1, whichever is later.

b. Submission of Construction Permit Application to the City of Boynton Beach within ninety (90) days of the Major Site Plan approval date (if applicable).

c. Commencement of construction within ninety (90) days of the Building Permit approval date.

d. Certificate of Occupancy to be provided within Two Hundred Eighty (280) days from the Commencement of Construction Date, unless extended by force majeure or circumstances beyond the Purchaser's control and approved by SELLER, or extended as otherwise permitted in this Agreement.

e. Purchaser shall diligently pursue and use all reasonable efforts to obtain all

necessary approvals for the construction and development of the Project. Upon receipt of the building permit for the Project from the City, PURCHASER shall diligently pursue completion of construction of the project.

20.1 Default after Closing. If Purchaser fails is not in compliance with one or more of the provisions of this Agreement and/or if the development timeline outlined herein is not strictly met, and PURCHASER has not provided SELLER with a written notice explaining the reason or circumstances not under the control of PURCHASER that have prevented PURCHASER from meeting the timeline, and SELLER has not agreed in writing to the same then the PURCHASER may provide a written request to SELLER to be granted a reasonable extension to complete the deliverable. Provided PURCHASER has shown a good faith effort to comply, said extension request shall not be unreasonably withheld. In the event PURCHASER fails to perform as herein provided notwithstanding the extension, PURCHASER shall be required to reconvey the Property to the SELLER (as set forth in paragraph 21 below), this Agreement shall be terminated, and SELLER shall be released from any and all obligations under this Agreement. SELLER agrees to work reasonably with PURCHASER in achieving the timeframes set forth above, but PURCHASER and SELLER agree that time is of the essence.

21. PROPERTY REVERTER CLAUSE. The deed of conveyance shall contain a reverter clause that shall run with the Property, requiring the Property to be reconveyed to SELLER by quit claim deed should PURCHASER default in not timely constructing the intended use described above. In such event the Purchase Price set forth above, and the documented costs of improvements and expenses expended by PURCHASER in the development of the Property shall be reimbursed to PURCHASER. To carry out the terms of this paragraph, PURCHASER shall execute a reverter agreement in the form set forth on Exhibit "B".

22. RIGHT OF FIRST REFUSAL. In consideration for the incentives provided herein. PURCHASER hereby grants to SELLER a Right of First Refusal which shall be in full force and effect for a period of Ten (10) years from the date of closing. The essential terms and conditions of this right shall be as follows:

(i) If Purchaser receives an offer to purchase the Property pursuant to a written contract or letter of intent, Purchaser shall give Seller notice of the offer by delivering a copy of the contract or letter of intent to Seller ("Notice").

(ii) Within ten (10) days of receipt of the Notice, Seller shall either waive or exercise its right of first refusal. If Seller elects to exercise its right of first refusal, Seller shall, within ten (10) days after receipt of the Notice, deliver to Purchaser an agreement to purchase the Property on the same terms as set forth in the Notice including the delivery of a deposit (if applicable) and upon receipt by the Purchaser of the foregoing from the Seller, Purchaser and Seller shall enter into a Purchase and Sale Agreement pursuant to the same terms and

conditions as the Notice.

(ii) If Seller fails to exercise or waive its right of first refusal in accordance with the terms and conditions stated herein, within ten (10) days after receipt of the Notice, then Seller's right of first refusal shall be deemed to have been waived.

23. **SECOND MORTGAGE.** At Closing PURCHASER shall execute a Second Mortgage in the amount of Three Hundred Seventy-Seven Thousand Three Hundred Dollars (\$377,300.00) that will be recorded in the Public Records. This Second Mortgage shall bear no interest or require periodic payment. The principal amount of the Note shall be reduced by twenty percent (20%) on each anniversary of the Closing beginning on year six (6) of the term and shall automatically terminate (without payment) on October 31, 2027, provided PURCHASER has not sold the Property to a third party. It is understood by the Parties that the intent of this provision is for SELLER to be reimbursed for the discounted Purchase Price and economic incentives provided to PURCHASER in the event of a sale within this 10 year term.

24. MISCELLANEOUS.

24.1 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.

24.2 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 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.

24.3 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 paragraph shall survive termination of this Agreement and the Closing.

24.4 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.

24.5 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.

24.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by SELLER and PURCHASER shall control all printed provisions in conflict therewith.

24.7 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.

24.8 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.

24.9 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.

24.10 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida.

24.11 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.

24.12 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.

24.13 Public Records. SELLER is 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 those 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.

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. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If PURCHASER fails to cure the default within seven (7) days' notice from the SELLER, the SELLER may terminate the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SIGNATURE PAGE FOLLOWS

PURCHASER:

BZ WOOD PROPERTIES, LLC

Michael W Wood

Printed Name: Michael W Wood

Title: OWNER

Date: 10/17/17

SELLER:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

Stephen B. Grant

Printed Name: Stephen B. Grant

Title: Chairman

Date: OCT 26, 2017

WITNESS:

[Signature]

Printed Name: Peter Agremon

WITNESS:

[Signature]

Printed Name: BONNIE NICKUEN

WITNESS:

[Signature]

Printed Name: Bruce VanDenberg

WITNESS:

[Signature]

Printed Name: Theresa Utterbaek

Approved as to form and legal sufficiency:

[Signature]
CRA Attorney

PURCHASER:

BZ WOOD PROPERTIES, LLC



Printed Name: Michael W Wood

Title: OWNER

Date: 10/17/17

SELLER:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

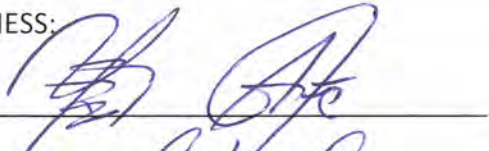


Printed Name: Stephen B. Grant

Title: Chairman

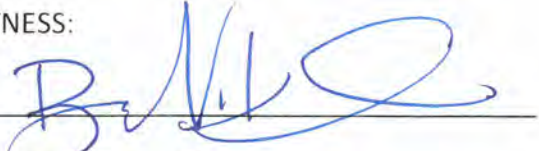
Date: OCTOBER 26, 2017

WITNESS:



Printed Name: Pastor Agromonte

WITNESS:



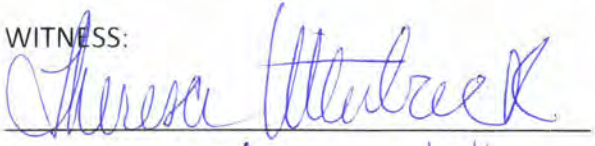
Printed Name: BONNIE NICKLIEN

WITNESS:



Printed Name: Bruce Van Den Berg

WITNESS:



Printed Name: Theresa Utterback

Approved as to form and legal sufficiency:

CRA Attorney

EXHIBIT A
LEGAL DESCRIPTION

TBD once final survey for ROW is determined.

PCN # 08-43-45-21-31-000-0192

EXHIBIT B

REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as of this ____ day of _____, 2017, by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the "SELLER") and BZ WOOD PROPERTIES, 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 certain Improvements on the Property in accordance with the guidelines and criteria set forth in the Purchase and Development Agreement ("Agreement") executed by the Parties.

C. The Deed shall provide that if the PURCHASER does not timely construct the Improvements as set forth in this Agreement, then the Property shall revert to the SELLER.

D. Further, the Deed shall provide that if the PURCHASER fails to keep the completed facilities operational for any nine (9) month period and/or if the Property is not used for a CRA approved use (the approval of which shall not be unreasonably withheld), the Property shall revert to the SELLER.

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 Improvements in accordance with the terms and timeframes set forth in the Agreement.

2. In the event the Improvements are not timely completed (unless extended pursuant to the terms of the Agreement), 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.

3. During the construction of the Improvements, PURCHASER will not place any additional liens or encumbrances on the Property except as consented to by the SELLER. In that regard, the SELLER agrees not to unreasonably withhold its consent to any construction loan

financed with a commercial bank or similar lender intended to fund the construction and development of the Improvements. In such an event, the SELLER will enter into a Subordination Agreement satisfactory to such lender. Upon completion of the Improvements satisfactory to the SELLER, the SELLER agrees to record a 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.

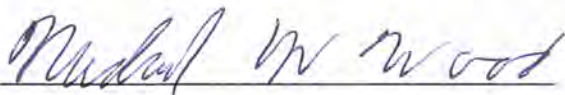
WITNESS the following signatures as of the year and date first above written.

PURCHASER:

SELLER:

BZ WOOD PROPERTIES, LLC

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY





Printed Name: Michael W Wood Printed Name: Stephen B. Grant

Title: OWNER

Title: Chairman

Date: 10/17/17

Date: OCTOBER 26, 2017

Contract Addendum

Re: Seller(s): **Boynton Beach Community Redevelopment Agency**
Buyer(s): **BZ Wood Properties, LLC**
Property: **711 N. Federal Highway, Boynton Beach, FL 33435**

The parties hereby agree to amend said contract as follows:

1. **The Closing Date shall be extended to on or before December 19, 2017.**

Addendum supersedes contract: The provisions of this addendum are made a part of the subject contract and shall supersede, govern and control all contract provisions in conflict therewith. A facsimile ("fax") copy of the Contract or this addendum and any signatures hereon shall be considered for all purposes as originals. This contract and/or addendum may be executed in several counterparts, each of which shall be construed as an original, but all of which shall constitute one instrument. References herein to "Seller" and "Buyer" shall include singular or plural as context so requires or admits.

(Buyer) **BZ Wood Properties, LLC**

By: Michael W Wood
Printed Name: Michael W Wood
Date: 10/31/17

(Seller) **Boynton Beach Community
Redevelopment Agency**

By: [Signature]
Date: 10/31/17

Second Contract Addendum

Re: Seller(s): **Boynton Beach Community Redevelopment Agency**
Buyer(s): **BZ Wood Properties, LLC**
Property: **711 N. Federal Highway, Boynton Beach, FL 33435**

The parties hereby agree to amend said Agreement as follows:

1. Paragraph 6 is hereby amended to extend the Closing Date to January 31, 2017.
2. Paragraph D. in the Recitals to the Reverter Agreement (Exhibit B of the Agreement) shall be deleted in its entirety.

Addendum supersedes contract: The provisions of this addendum are made a part of the subject contract and shall supersede, govern and control all contract provisions in conflict therewith. A facsimile ("fax") copy of the Contract or this addendum and any signatures hereon shall be considered for all purposes as originals. This contract and/or addendum may be executed in several counterparts, each of which shall be construed as an original, but all of which shall constitute one instrument. References herein to "Seller" and "Buyer" shall include singular or plural as context so requires or admits.

(Buyer) **BZ Wood Properties, LLC**

By: 

Printed Name: Jana Wood

Date: 12/14/17

(Seller) **Boynton Beach Community
Redevelopment Agency**

By: 

Date: 12-12-17

up to \$25,000, to be paid on a reimbursement basis within thirty (30) days of the Property receiving a Certificate of Occupancy provided Purchaser has timely submitted all required construction cost documentation, consistent with the eligible items set forth in the CRA's Interior Build-out Grant Program. A \$25,000 match is required by the PURCHASER.

d. 711 N. Federal Highway Renovation Grant – Purchaser shall be eligible for this grant according to the following formula up to a total of exceed Fifty Thousand Eight Hundred Dollars (\$50,800.00):

Within twenty-four (24) months from receipt of its Certificate of Occupancy for the Project, PURCHASER shall submit documentation evidencing how many newfull-time (at 40 hours per week) and/or part-time local employees (at 20 hours a week) PURCHASER has hired for employment at the Project. The total amount of the grant reimbursement available to PURCHASER shall be based on the documentation provided by Purchaser and shall be determined at the end of the twenty-four (24) month period by multiplying the total number of new full-time employees hired by Purchaser for the Project by \$4,233.33 and the number of new part-time local employees hired by the Purchaser for the Project by \$2,116.67 for a total grant award not to exceed Fifty Thousand Eight Hundred Dollars (\$50,800.00) to be paid on a reimbursement basis for construction costs associated with the renovation of the Property. PURCHASER is not eligible for reimbursement under this paragraph for any employees hired after the 24 month reporting period expires. Reimbursement shall be made within thirty (30) days of the CRA Board's receipt and approval of the appropriate documentation pursuant to this paragraph.

20. Development Timeline. In order to ensure that the public purpose is being met, the following events must be documented in writing and provided to the SELLER upon completion of each event. Time is calculated from the Effective Date.

a. Submission of Major Site Plan Application documents to the City of Boynton Beach within sixty (60) days after the final approval of the design and site plan by the CRA as set forth in Paragraph 19.1, whichever is later.

b. Submission of Construction Permit Application to the City of Boynton Beach within ninety (90) days of the Major Site Plan approval date (if applicable).

c. Commencement of construction within ninety (90) days of the Building Permit approval date.

d. Certificate of Occupancy to be provided within Two Hundred Eighty (280) days from the Commencement of Construction Date, unless extended by force majeure or circumstances beyond the Purchaser's control and approved by SELLER, or extended as otherwise permitted in this Agreement.

e. Purchaser shall diligently pursue and use all reasonable efforts to obtain all

necessary approvals for the construction and development of the Project. Upon receipt of the building permit for the Project from the City, PURCHASER shall diligently pursue completion of construction of the project.

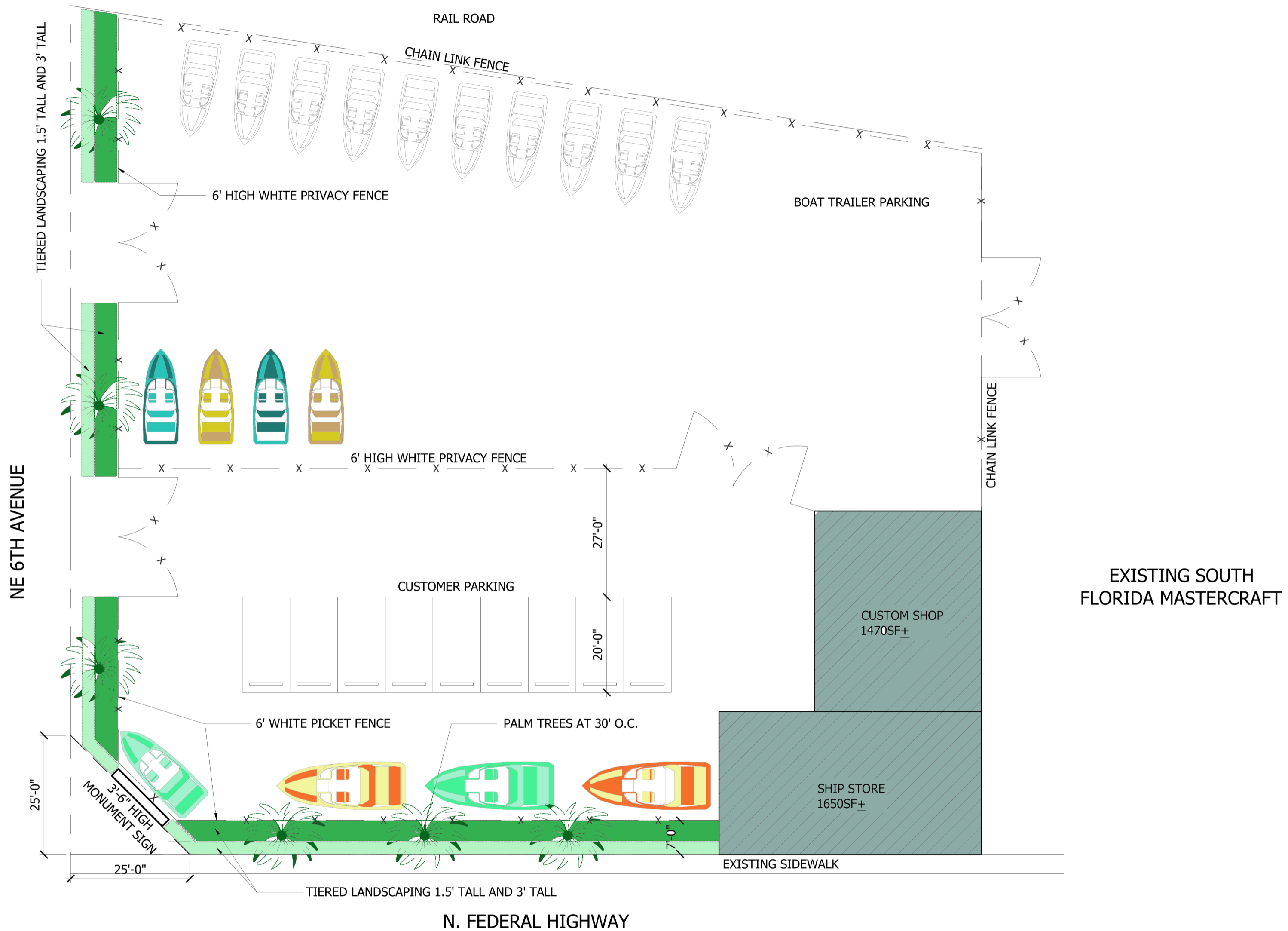
20.1 Default after Closing. If Purchaser fails is not in compliance with one or more of the provisions of this Agreement and/or if the development timeline outlined herein is not strictly met, and PURCHASER has not provided SELLER with a written notice explaining the reason or circumstances not under the control of PURCHASER that have prevented PURCHASER from meeting the timeline, and SELLER has not agreed in writing to the same then the PURCHASER may provide a written request to SELLER to be granted a reasonable extension to complete the deliverable. Provided PURCHASER has shown a good faith effort to comply, said extension request shall not be unreasonably withheld. In the event PURCHASER fails to perform as herein provided notwithstanding the extension, PURCHASER shall be required to reconvey the Property to the SELLER (as set forth in paragraph 21 below), this Agreement shall be terminated, and SELLER shall be released from any and all obligations under this Agreement. SELLER agrees to work reasonably with PURCHASER in achieving the timeframes set forth above, but PURCHASER and SELLER agree that time is of the essence.

21. PROPERTY REVERTER CLAUSE. The deed of conveyance shall contain a reverter clause that shall run with the Property, requiring the Property to be reconveyed to SELLER by quit claim deed should PURCHASER default in not timely constructing the intended use described above. In such event the Purchase Price set forth above, and the documented costs of improvements and expenses expended by PURCHASER in the development of the Property shall be reimbursed to PURCHASER. To carry out the terms of this paragraph, PURCHASER shall execute a reverter agreement in the form set forth on Exhibit "B".

22. RIGHT OF FIRST REFUSAL. In consideration for the incentives provided herein. PURCHASER hereby grants to SELLER a Right of First Refusal which shall be in full force and effect for a period of Ten (10) years from the date of closing. The essential terms and conditions of this right shall be as follows:

(i) If Purchaser receives an offer to purchase the Property pursuant to a written contract or letter of intent, Purchaser shall give Seller notice of the offer by delivering a copy of the contract or letter of intent to Seller ("Notice").

(ii) Within ten (10) days of receipt of the Notice, Seller shall either waive or exercise its right of first refusal. If Seller elects to exercise its right of first refusal, Seller shall, within ten (10) days after receipt of the Notice, deliver to Purchaser an agreement to purchase the Property on the same terms as set forth in the Notice including the delivery of a deposit (if applicable) and upon receipt by the Purchaser of the foregoing from the Seller, Purchaser and Seller shall enter into a Purchase and Sale Agreement pursuant to the same terms and



EXISTING SOUTH
FLORIDA MASTERCRAFT

05/23/16 - CONCEPTUAL DESIGN

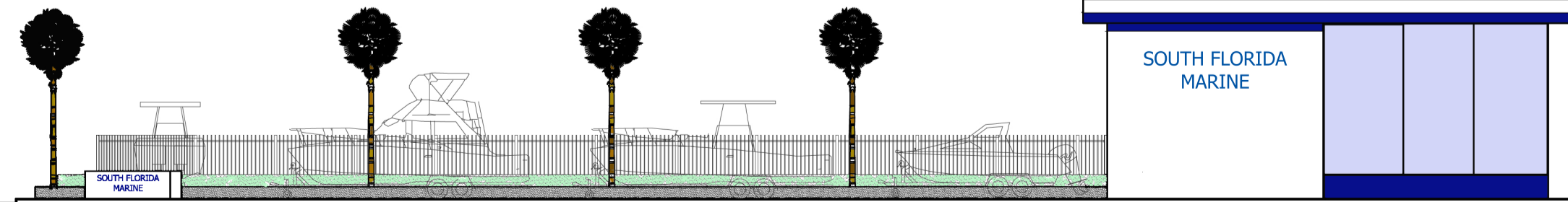
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DRAWN BY: DJW
CHECKED BY: DJW

© 2016 BLOC 3 DESIGN, INC.
DAVID WILDE, RA AR 91245

DATE: _____

THIS SHEET IS PART OF THE
DOCUMENT SET LISTED ON COVER
SHEET AND SHALL NOT BE
SEPARATED

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CRA BOARD MEETING OF: February 13, 2018

OLD BUSINESS

AGENDA ITEM: 13.C.

SUBJECT:

Discussion and Consideration of Subordination of the CRA Homebuyer Assistance Program Mortgage between Lasendra Hoggins Wilson and the CRA

SUMMARY:

On October 10, 2017, as part of the Public Comments portion of the agenda, Ms. Hoggins requested the CRA Board to review the terms of her Homebuyer Assistance Program (HAP) Agreement and consider waivers and/or changes to the agreement in order for her to relocate her family to a more desirable, family oriented neighborhood (Attachment I) .

On November 14, 2017, CRA staff presented the existing terms of Ms. Hoggins' HAP Agreement to the CRA Board (Attachment II). The CRA Board agreed to amend the agreement to allow the option of renting the property and capping the equity the CRA receives from the property at \$47,000 should the property be sold to an income qualified buyer (a family whose income does not exceed 120% of median household income for Palm Beach County) in the future.

An Amended and Restated HAP Boynton Beach Community Redevelopment Agency Homebuyer Assistance Program Agreement was approved and executed by the CRA Board and Ms. Hoggins on December 12, 2017 (Attachment III). Meeting minutes of the December 12, 2017 Board meeting are also attached (Attachment IV).

Ms. Hoggins is requesting the CRA Board approve subordination of its mortgage in order for her to refinance the property. The refinancing will allow her to make necessary improvements such as flooring, landscaping and general repairs in order to rent the property.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

1. Approve the subordination of the CRA HAP Mortgage for the refinancing of the property, direct staff to work with CRA legal counsel on the subordination documents, and authorize Chair Grant to execute the documents on the Board's behalf.

2. Do not approve the subordination of the CRA HAP Mortgage for the refinancing of the property for improvements.
 3. Alternate options as determined by the CRA Board.
-

ATTACHMENTS:

Description

- ▣ **Attachment I - October 10, 2017 Minutes**
- ▣ **Attachment II - November 14, 2017 Minutes**
- ▣ **Attachment III - Amended and Restated Boynton Beach CRA Homebuyer Assistance Program Agreement with Lasendra Hoggins**
- ▣ **Attachment IV - December 12, 2017 Minutes**

Peter Joubert, 305 SW 5th Avenue, asked about the trash build up from the Hurricane and if the CRA was involved in any efforts to address it on their property. Mr. Joubert advised he sees trash, and it is all over the City. Chair Grant noted the CRA owns property in the Cottage District, the HOB and Ocean Breeze East. Mr. Simon explained the CRA attends to their property the same as anyone else. What remained was debris from other individual lots that have not yet been picked up by FEMA or the City. There is no special fund for the clean up of the general area other than their own properties.

Anwar Kahn, 610 NW 25th Avenue, explained he is from Bangladesh and has a team that works for diversity, cultural shows and events and they have been holding events for the last 7 years. The Mayor and some of the Commissioners attended last year. A few weeks ago, a Chinese group got involved with them and they are trying to involve Hispanics in the next event, but the space and the dates make it difficult. He would like to hold a big event like Sunfest. He asked if the City can do something with help. Chair Grant commented they have a Celebration of Unity event, involving minorities. It is a City/CRA event along with MLK and they want other volunteer organizations. Mr. Simon will take his information and reach out to join the Committee.

Lasendra Wilson, 508 NW 12th Avenue, has owned a home in Cherry Hills for 10 years and explained she purchased her property with a CRA grant. Over the last month, there has been an increase in crime and her home is near the Cherry Hill store. Her contract with the CRA is stopping her from refinancing or renting her home. If she sells the home, she has to pay back the funds from the grant. She had a few run ins in the neighborhood about the crime. In the last month there were six crimes including two deaths in her front yard. Her yard has become a crime scene four or five times and there have been drive-by shootings. The Police knock on her door asking to survey her property to see if there were any bullet shells left. Her son attends Spanish River and is a good student. She has three children and none of them have ever played in their front or back of their yard. She is married and she and her spouse both have good jobs. She spoke to Mayor Grant to voice her concerns. The last time she came home, she could not get in her yard due to a crime. She has never complained, but since it was happening so much, she was asked to file a report. The phone number she was given was anonymous to report. She was asked to go down to the station to make a report at 10:30 p.m. Her contract says she cannot move or rent unless she pays back the \$60,000 grant from 10 years ago. She wanted to apprise the Board of the situation so someone could look at the contract to see if there was a way for her to gain relief. She feels like a prisoner.

Board Member McCray advised he requested she speak to the CRA and pointed out the City Manager, Lori LaVerriere was present who has jurisdiction over the Police. She and the Police Chief can do something about the matter. He advised Cherry Hill has a problem and he was sorry she had to live that way.

Board Member Romelus asked about the contract and learned the home was owned by the Boynton Beach Faith-Based Community Development Corporation. After 10 years, the property is hers, but the life of the loan was 30 years. She explained each year 10%

was given and she was at the midway point. A large deposit is needed to purchase another home, and if she gave back 50% of the loan, she would go into a new home in debt. She contended after 10 years, she should be able to refinance her home and improve it, but the contract does not allow it. The home was supposed to be a starter home and was designed to be a long-term contract to build up the neighborhood. There were many things promised that never happened. The empty lot across the street was supposed to be single-family homes, but it attracts people who party and she finds drugs in her mailbox. She pleaded with the post office not to have a mailbox by the road. She wanted the CRA to review the contract with the homeowner. A neighbor was also going through the same thing.

Attorney Duhy advised they will review it and Mr. Simon will contact her.

Board Member Casello commented the situation was an example of how a good person does not feel safe in her own home. There is no handle on the matter and the situation was ongoing. He tried to implement what he thought would help at a meeting, but his motion failed. He advised the issue was not fair to her and others who live in the area. Chair Grant noted the Palm Beach County Housing Authority owns those properties and has not done anything in Cherry Hills. He explained the CRA is working to obtain those properties to build homes there. She explained when she moved into the home, there were duplexes there, which were demolished and not replaced.

Vice Chair Katz asked if she would move or sell the home if she were able. She responded she should leave for a year as they have been exposed to many things. Her daughter cannot walk to school. She has a 9 year old and a 15 year old. She has an alarm, a dog and video surveillance. She asked the CRA to buy her property and put the police station there. She was open for suggestions. The contract is the problem. Ms. Wilson explained homeowners can do some things, but they have to get permission. She suggested speed bumps be installed as it is hard to do a drive by shooting with speed bumps.

Board Member McCray explained the problem has been there for years and the crime rate for Cherry Hill has been escalating. There are good and bad people in Cherry Hills, but the crimes are not committed by Cherry Hill residents, it is from others that come from other areas. There is a hardship and the contract should be reviewed on a hardship basis.

Andrew Podray, 800 North Road, was working on a project that may have been ended earlier and he has been working with Mr. Simon and other City personnel about the downtown parking. A while back, he raised the issue of parking in the downtown core and the proximity of parking spaces. When the Ocean One project was approved, he was adamant that proximity of parking spaces to a particular commercial venue was critical to the long term viability of the downtown core. He commented if reviewing an aerial of the Ocean One project, parking in the parking lot occurs from the four-story office building to the east. Ocean One will be constructed. There will be a parking garage in

restaurant and the developer was constantly overcoming hurdles. Mr. Simon explained the upstairs of the building could not be used, even for storage, and the developer received another round of comments. He advised the architectural firm was responding to the City. Chair Grant noted there was some time went by with no communication. He thought if the developer did not answer the City's comments timely, they should use the reverter clause.

Motion

Board Member McCray also wanted to table the item and so moved. He announced he would like to receive a copy of the comments. The motion unanimously passed.

XIV. New Business

A. Discussion and Consideration of Changes to the Terms and Conditions for the Homebuyer's Assistance Program Agreement between Lasendra Hoggins Wilson and the CRA

Board Member McCray announced he would make comments after the item was discussed.

Lasendra Wilson, 508 NW 12th Avenue, explained she met with CRA staff and they crafted options for the Board to consider. One option was to allow her to rent the home because even if she considered selling the house, she did not know how long it would take to find a buyer. If rented, Ms. Wilson and her family go somewhere else and be safe. Another option is to speak with the CDC to see if they were interested in renting the home or purchasing the home. The last option is to sell the house, and the CRA waive the equity that would have to be returned. Board Member McCray asked how much equity was owed and learned the house appraised at \$177,000. Ms. Williams owed the bank \$65,000 leaving about \$112,000 equity in the home. Chair Grant noted the CRA was entitled to 50% of the equity; however, Ms. Wilson would also have to pay back the amount of down payment assistance the CRA gave her, which was \$47,000. Mr. Simon explained the document terms do not discuss payback of the amount of assistance that was provided to Mr. Wilson; only the equity. The program changed each year in philosophies and the amount of subsidies given increased and decreased and the terms and conditions of the grant were adjusted. In this case, there was a concern of limiting equity as part of an artificial benefit by providing assistance. The document tried to protect equity. If the Board wanted to remove the subsidy given by the CRA in addition to what she owed the bank, the CRA would split a different amount.

Chair Grant thought the CRA should not recapture more money from the equity than the \$47,000 subsidy given by the CRA. He noted Ms. Wilson would still be responsible for the mortgage and maintenance and was fine with Ms. Wilson using the property as an income producing property.

Board Member McCray explained he had Incident Reports from the Police in the vicinity of the Cherry Hills Mini Mart, the old grey building which is a two-story structure noting there were numerous police calls to locations surrounding Ms. Wilson's property. He thought it was difficult for anyone to live under these kinds of conditions and she wants to move her family somewhere else that is safer.

Chair Grant proposed Ms. Wilson rent the property and change the contract to recapture equity up to \$47,000 because if she sells the house for \$80,000 and the CRA required \$47,000, the CRA would receive more than 50% of the equity. Ms. Wilson advised the Board's proposal as stated by Chair Grant was acceptable. Mr. Simon asked if there was a time limit to lease until sold noting in year 2021, the amount of equity payback is reduced to 15%.

Attorney Duhly advised she will add a sentence to the contract that in no instance shall the CRA collect more than 47% in equity return.

Brian Fitzpatrick, 409 NE 1st Street, commended Ms. Wilson for surviving at the location as there is crime all around her. He had previously written emails to the City Commission about 504 NW 12th Avenue. It is vacant and a drug haven and he sought to have the home demolished. He was glad the Board was assisting her, and noted there are already two drug houses in that area. His concern was someone could rent the house as a third drug house as certain people look for people to set up shop. He proposed the home be used for the Neighborhood Officer Program. Chair Grant commented if used as a drug house, it was subject to forfeiture and the landlord would not allow it. She would monitor the property.

Mr. Simon explained the Neighborhood Officer Program location was contemplated to be located in the Ocean Breeze East site. Mr. Fitzpatrick commented Ocean Breeze East is years away and more police are needed in Cherry Hill to combat drug activities. Board Member McCray advised it was not that more police were needed, they do not need drugs in Cherry Hill. Board Member Romelus thought it was a conundrum to take one family out of the predicament and put another one in. She thought other alternatives were needed. Mr. Fitzpatrick thought it would be a hard property to market.

Board Member Romelus requested confirmation Mr. Fitzpatrick favored the CRA purchase Ms. Wilson's property and thought the CRA should ask the City to start the nuisance abatement on the other property.

Motion

Attorney Duhly explained a motion to approve amending the contract to allow rental on the property and to cap the equity the CRA receives under any scenario to no more than \$47K property on the sale of the property. Board Member Romelus so moved. Board Member McCray seconded the motion that unanimously passed.

**Amended and Restated Boynton Beach Community
Redevelopment Agency
Homebuyer Assistance Program Agreement**

In order to further its goal of creating affordable housing opportunities, on or about April 5, 2007, the Boynton Beach Community Redevelopment Agency (Grantor) granted financial assistance in the amount of \$47,000.00 pursuant to its Homebuyer Assistance Program (Program) to LASENDRA HOGGINS (Grantee) to purchase real property described as:

Lot 392 and 393 of CHERRY HILLS, according to the Plat thereof as recorded in Plat Book 4, Page 58 of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 08-43-45-21-14-000-3920

Property Address: 508 NW 12th Street, Boynton Beach, Florida 33435

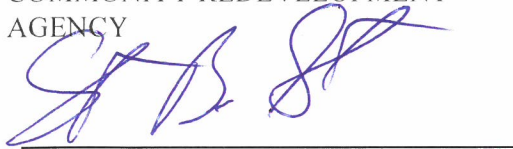
In exchange for the funding the Grantee/s understand and agree to the following terms and conditions. It is further understood by recipient that a lien shall be placed on the real property described above.

1. Grantee/s state that all information submitted to the Grantor in order for the Grantor to determine eligibility for the program is true and correct.
2. Grantee/s hereby state that the purchase price of the Property does not exceed \$280,000.
3. Grantee/s hereby state that the amount of Program funding is not more than 50% of the cost of the Property.
4. Grantee/s hereby state that they have not owned a residence within the last three years prior to the purchase of the Property.
5. Grantee/s state that they understand that the grant amount will be secured by a second or third mortgage on the Property.
 - a. In the event that the Grantee/s sells the property to a non-income qualified buyer (a family whose income exceeds 120% of median household income for Palm Beach County), or refinances the property, the full sum of the Grant plus interest of 4% annum from the date of this agreement shall be due and payable at closing.
6. Grantee/s state that they understand that upon the sale of the property to an income qualified buyer (a family whose income exceeds 120% of median household income for Palm Beach County) within the first five (5) years of ownership, the Grantee/s must pay eighty percent (80%) of the equity (determined by a fair market appraisal) to the Grantor. During years six (6) through twenty (20), fifty percent (50%) of the equity shall be payable to the CRA. During years twenty-one (21) through thirty (30), fifteen percent (15%) of the equity is payable to the CRA. The Grantor's share of

equity is due at closing. In no instance shall CRA's share of equity exceed \$47,000.00.

7. The Grantor reserves the right of first refusal to purchase the Property at the fair market appraised value. Grantee must notify Grantor in writing of their intent to sell. The Grantor shall have 45 days from the date of receipt of intent to sell, to exercise the right to purchase. Grantor shall notify Grantee in writing of the decision.
8. Grantee acknowledges that it has received a Mortgage Deed for Gap Mortgage Assistance and Gap Mortgage Promissory Note, recorded in Book 21633 Page 1029 of the official record books of Palm Beach County, Florida and is familiar with, understands and accepts the terms and conditions contained therein as well as the terms and conditions contained in this Agreement.

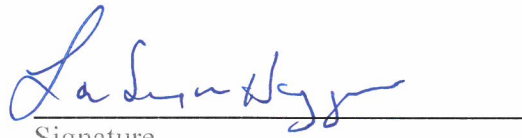
For Grantor:
BOYNTON BEACH
COMMUNITY REDEVELOPMENT
AGENCY



CRA Chair

Date: 12/12/17

For Grantee/s:
LASENDRA HOGGINS



Signature

Date: 12/12/17

Board Member McCray asked if these funds could also assist Casa Costa. Staff agreed to discuss the program with him.

Motion

Board Member Romelus moved to approve the remainder of the Consent Agenda. Board Member McCray seconded the motion that unanimously passed.

12. Public Hearing

None.

13. Old Business

A. Financial Report Period Ending November 30, 2017

Vicki Hill, Finance Director, announced the CRA is right on budget with their financials. The accounting should be complete for the fiscal year and an audit brought to the Board some time in February.

B. Discussion and Consideration of Changes to the Terms and Conditions for the Homebuyer Assistance Program Agreement between Lasendra Hoggins Wilson and the CRA

Mr. Simon explained on October 10th, Ms. Hoggins Wilson discussed her home and the restrictions on resale or leasing under the Housing Assistance Program (HAP) grant. A follow up discussion took place at the November 14th CRA meeting and the Board moved to amend the existing agreement to allow her the option to rent and still cap the equity at \$47,000 should the property be sold. The Board allowed the stipulation to transfer or rent the property to another income eligible individual or family. The attachment was a legally prepared amendment to the agreement and a motion was needed.

Board Member McCray commented since Ms. Hoggins Wilson appeared, there was another homicide and he inquired if the Board would apprise individuals what type of area the home would be and learned it was up to Ms. Hoggins Wilson to disclose the information. Board Member Romelus took issue with the item because it is a situation where another family will knowingly or unknowingly move into the situation Ms. Wilson was leaving and it was troubling. Board Member Casello advised he was not present at the second meeting. He thought it was a slippery slope and all the HAP recipients should have the same benefit as this owner.

Ms. Hoggins Wilson could turn the property into a rental property and when she first appeared, his heart went out to her. He commented money was an issue. Ms. Hoggins Wilson will be in charge of the building and he asked what experience she had in being a landlord and there are other homes in the area that are known drug houses. He thought the Board had not solved any of the issues that plague the neighborhood and wanted a report from the Chief how to address the matter. He thought the Board should have taken a harder stance. There are three officers in the Heart of Boynton and he favored using the house as the station for the Neighborhood Police Office Program.

Lashendra Hoggins Wilson agreed her moving out of the neighborhood does not solve the problem and the area needs a lot more than just her standing before the Board. She did raise the concern of having another family move into the home and it was addressed in a private meeting. It would have to be something with a prior meeting, a last minute thing or someone with no small children. She would not apprise prospective renters of the shootings, but there were other options on the table that they still have to review. The first step was to get her and her family to safety. She acknowledged there was another homicide four homes away from her. As far as experience being a landlord, she had certifications from the Urban League of West Palm and Broward County. Her concern is if she does not rent out the home, she is the one who is stuck trying to manage a mortgage and a rental property. She was not pushing the issue. She just wanted to know the option is there so she can get her game plan together. Ms. Hoggins Wilson was not aware of any other HAP recipient that verbally expressed a concern about their neighborhood except her and she put it in writing to the Board. If there are other families that want to follow suit, they should speak up. She was very concerned about getting out of the neighborhood and adhering to the guidelines. She agreed the City and the Police Department have to get involved.

Board Member Casello was concerned she would financially be unable to manage two homes and asked what could be done to help abate the problem in the area. He contended a police presence or a plan is necessary. Chair Grant suggested knocking on doors and asking residents what they want. Board Member Casello commented he would not knock on doors in Cherry Hill, but would attend a special meeting to gather neighborhood input.

Chair Grant thanked Ms. Hoggins Wilson for coming forward and having a plan. He thought the issue was more of a business decision to give her more opportunities to have ownership of her home. The same courtesy will extend to others. Board Member Romelus thanked Ms. Hoggins Wilson for coming forward and advised she did not want to see the situation repeated.

Motion

Board Member Romelus moved to approve.

Board Member McCray commented the Board is supposed to ask questions. He applauded Board Member Casello for asking questions. As Commissioner for District II, he advised the Board is aware of the problems in the Cherry Hill area and the Police Department addressed the issue. There is a Cherry Hill he did not know about. There is also a Minister's Coalition in Boynton Beach who is also working to address the problem. When they need to dialogue with the Police Chief, they do.

Ms. Hoggins Wilson thanked the Board and requested if there is a meeting, they let her know and she will spread the word.

Brian Fitzpatrick, 409 NE 1st Street, thanked Board Member Casello for his comments. He noted Board Member Casello was not present at the last meeting and advised Cherry Hill was desperate for a full-time police presence and the issue has been ongoing for 10 years. One little Cherry Hill Operation is meaningless unless followed up with a consistent effort behind it to stop the drugs. He noted many of the individuals previously arrested were back at the MLK Quick Stop, Cherry Hill Mini-Market, Rainbow City Groceries or the Quick Mart. He thought the Board was opening a can of worms by changing the contract, but agreed allowing the woman to move to a safe haven was appropriate. He thought the matter should have been addressed years ago. He suggested the home be used for a police substation and the area needs a police presence.

Board Member McCray explained at one time there was a police substation in Cherry Hill with Palm Beach County Housing Authority and it was almost useless

Board Member McCray seconded the motion that unanimously passed.

C. Consideration of the Facility Rules and Regulations for the Historic Woman's Club of Boynton Beach Located at 1010 S. Federal Highway

Thuy Shutt, Assistant CRA Director, explained on November 14th, the Board approved renaming the Boynton Woman's Club to the Historic Woman's Club of Boynton Beach and staff established rental rates. Three non-profits historically used the facility for meetings and their annual fundraisers. Staff had intended to present the Board with a standard rental agreement, but since staff had to do more work on it for the three non-profits that use the building and the different terms of the rental agreement, it was better to present four or five of the agreements at the next meeting to prevent confusion with the various drafts. Staff was working with the Board Attorney. The cover page updated Attachment 2, which was the draft rules and regulations for the facility. The drafts have to



CRA BOARD MEETING OF: February 13, 2018

OLD BUSINESS

AGENDA ITEM: 13.D.

SUBJECT:

Consideration of Pathways to Prosperity's Grant Application for the Boynton Beach CRA Non-Profit Organization Grant Program

SUMMARY:

At the September 27, 2017 CRA meeting, the Board approved the implementation of the Nonprofit Organization Grant Program (NOGP) in October 2017 for the Economic/Business Development Category. This category supports eligible organizations with projects and programs that will create jobs and economic opportunities in the CRA area and further the CRA Plan.

Notice of available funding was advertised through traditional methods (e.g. legal ad, press release, postings at public buildings, Creole and Spanish flyers etc.) as well as eblasts, CRA website, and other available social medial resources. Two pre-submission workshops were held (October 23, 2017 and November 13, 2017). The attendees at these workshops were Pathways to Prosperity, Inc., Community Caring Center of Boynton Beach, Inc., and Hacklab, Inc. All grant application and supportive documents were made available electronically in editable formats on the CRA's website and printed formats at the CRA Office for interested parties.

On December 1, 2017, an application was submitted by Pathways for Prosperity (P2P) for their Circles of the Palm Beach Program (Attachment I - Excerpts from P2P NOGP Application). The specifics of the P2P's Program funding request are summarized below:

Requested Funding Amount	\$ 25,000
Organization's Target Project/Program Budget (Circles Program)	\$ 320,767
Organization's Total Overall Budget	\$1,005,366
CRA Funds - Maximum percentage (%) of Project/Program budget allowed for Project/Program Administrative support/overhead Expenses	10%
CRA Funds - Maximum funding allowable at the 10% limit	\$ 32,077

Reason for requested funds: To fund 45% of the salary for a Business Incubator Coordinator who works with volunteer Circle Leaders (industry experts) to start a business.

The application timeline consists of the following activities:

December 8, Sufficiency Review
2017

December 13, Supplemental Package Submitted by P2P
2017

December 19, 1st Funding Evaluation Committee Meeting, Request for Additional Information
2017 to P2P (Attachment II)

January 16, 2nd Funding Evaluation Committee Meeting, P2P Presentation of Responses to
2018 Committee (Attachment III)

This year's Funding Evaluation Committee consisted of CRA Executive Director, Michael Simon, CRA Finance Director, Vicki Hill, and CRA Development Services Manager, Theresa Utterback. The CRA Assistant Director served as the project manager and main point of contact for the applicants and the Funding Evaluation Committee.

The Committee rated the application package based on the established NOGP criteria approved by the CRA Board. Criteria used in review of the application were grouped into six categories weighted to a total 100% as follows:

Organization Capacity	20%
Need for Project/Program	20%
Project/Program Description	10%
Project/Program Model	20%
Evaluation Plan	10%
Budget & Sustainability	20%

NOGP Funding Evaluation Committee's Comments & Recommendation:

While P2P's request for partial funding of the Circles Business Incubator Coordinator may be a goal for the organization, there was little or no documentation from the applicant with respect to the organization's demonstrated experience/success with similar job creation or economic development opportunities, uniqueness of project/program, and alignment of the project/program with the CRA's economic development goals. The overall Circles program seems to be oriented more towards personal finance management and home ownership assistance, both of which are considered social service activities.

It was the consensus of the Funding Evaluation Committee that a minimum score of 75% was necessary for funding consideration. The results of the Committee's ratings are provided in Attachment IV. Based on the Funding Evaluation Committee's results, P2P's total rating of 44% will not meet the Committee's established threshold to be recommended for funding.

Alternatives:

The Board may consider reissuing an expanded Notice of Funding to include the Economic Development and Affordable or Workforce Housing categories. If the Board chooses to add the Affordable and Workforce Housing category to the NOGP, staff recommends transferring the \$50,000 available for the Housing Rehab Program (Line item 02-58300-420, Project Fund) to this line item as

part of the Budget Amendment.

FISCAL IMPACT:

FY 2017-18 Budget, \$125,000 - line item 02-58500-470, Project Fund, the Nonprofit Organization Grant Program (NOGP).

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

1. Approve the application and funding request as submitted by Pathways to Prosperity (P2P) in the amount of \$25,000 under the Nonprofit Organization Grant Program (NOGP) and direct staff to work with legal counsel to bring back a Grant Agreement for Board Approval at the March 13, 2018 CRA Board meeting. Additionally, direct staff to reissue the NOGP funding notice with the addition of the Affordable and Workforce Housing category and a 30-day closing date from issuance.

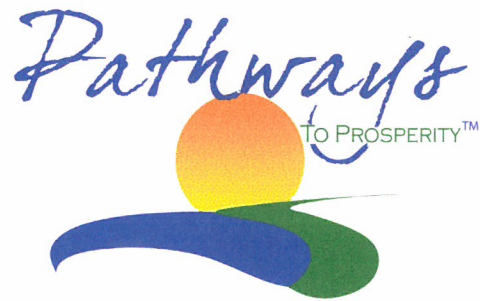
2. Do not Approve the application and funding request as submitted by Pathways to Prosperity (P2P) in the amount of \$25,000 under the Nonprofit Organization Grant Program (NOGP). Additionally, direct staff to reissue the NOGP funding notice with the addition of the Affordable and Workforce Housing category and a 30-day closing date from issuance. reissue the NOGP funding notice with the addition of the Affordable and Workforce Housing category and a 30-day closing date from issuance.

3. Discussion by the Board for alternate motions or direction.

ATTACHMENTS:

Description

- ▣ **Attachment I - Excerpts from P2P NOGP Application**
- ▣ **Attachment II - December 26, 2017 Funding Evaluation Committee RFI Letter to P2P**
- ▣ **Attachment III - P2P Response to December 26, 2017 Letter**
- ▣ **Attachment IV - Funding Evaluation Committee's Results**

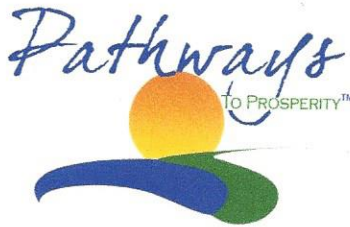


APPLICATION FOR FUNDING
FY 2017-18

BOYNTON BEACH CRA
NONPROFIT ORGANIZATION GRANT PROGRAM



COVER LETTER



970 N. Seacrest Blvd.
Boynton Beach, FL 33435
Phone: 561-369-2323
Fax: 561-732-3270
www.p2ppbc.org

PATHWAYS TO PROSPERITY

Board Members

December 13, 2017

Revia Lee
President

City of Boynton Beach

Maguene D. Cadet
Esquire
Vice President

Community Redevelopment Agency
Nonprofit Organization Grant Program

Audrey Davis
Secretary

Boynton Beach, FL 33435

Octavia Bell
Treasurer

To Whom It May Concern:

Ruby Allen
Director

Thank you for the opportunity to submit our proposal for the Nonprofit Organization Grant Program for Fiscal year 2017-18 funding cycle.

Mark Karageorge
Director

We have experienced great success serving the children and families here in the Boynton Beach area for the past 7 years and look to continue and expand our offerings to this great community.

Dr. Barbara
Shuler
Director

Attached is our proposal for our Circles Palm Beach County program which has been operational here in Boynton Beach since 2014 and we are pleased to report that we have assisted families in starting their own businesses and two of those families have purchased homes in the CRA district.

DeAnna Warren
Director

Dr. Tim Kehrig
Director

The Board of Directors agree that (1) the application package was endorsed by a majority vote of the board during our November 2017 board meeting; (2) the board understands that the CRA funding is to be utilized in conjunction with programs and operations that are consistent with the CRA's mission and the CRA Plan for the benefit of the Redevelopment Area, and (3) board members are committed to assisting the organization in working to achieve the measurable outcomes identified in the funding application.

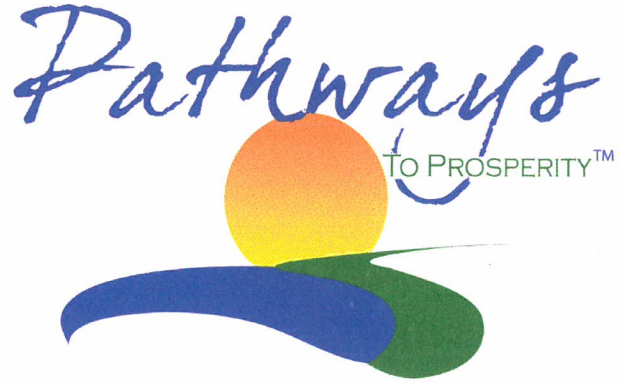
Kemberly Bush
CEO

If you have any questions, please feel free to give me a call at (561) 312-1047.

We look forward to a long term relationship with the Boynton Beach CRA.

Sincerely,

Revia Lee
Board President



FUNDING APPLICATION

Application for Funding – Nonprofit Partner Boynton Beach Community Redevelopment Agency

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

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

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

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

Section I. ORGANIZATION INFORMATION		
1 Organization Legal Name: Pathways to Prosperity, Inc.		
<i>dba</i> , if applicable:		
2 Address: 970 N. Seacrest Blvd. Boynton Beach, FL 33435		
3 Telephone: 561-369-2323	4 Fax:561-732-3270	5 Website: www.pathwaysboynton.org
6 Mission Statement: To strengthen communities by improving the lives of children and families through education and social services.		
7 Executive Leader: Kemberly Bush		
8 Application Contact: Kemberly Bush	9 Title: CEO	
10 Contact Telephone: 561-732-2377 x117	11 Email: Kbush@p2ppbc.org	
12 Year Established, Organization History and Growth (maximum 1,000 words): Pathways to Prosperity (P2P) was incorporated in 2009 as the social service program of St. John Missionary Baptist Church which has been in the CRA district for more than 109 years. P2P was established to address the many unmet needs in the community. Since its inception, we have expanded our programs which caused us to relocate our offices to accommodate additional staff and space needed to serve the expansion of clients we serve.		
13 Description/Programs (maximum 1,000 words): We offer several programs: Stabilization Programs *Food Pantry where we serve nearly 200 families every week; *Discounted Bus Passes (only service provider in Boynton Beach); Bridges at Boynton Beach Program (which has several programs to address school readiness; reducing child abuse & neglect; developmental screenings, parenting education programs and increase healthy births, etc.); Health Education & Support (ensure		

individuals and families have health insurance and a medical home); and Circles Palm Beach County (which is focused on equipping families to resolve poverty and thrive through financial literacy, developing SMART goals, job education and training, and guiding families to increase vocational and educational skills, entrepreneurial training, etc.)

14 Long Term/Strategic Planning Process & Status of Current Plan (attach Plan) (maximum 500 words): P2P has just created, with the assistance of a consulting firm, a 3 year Strategic Plan 2017 to 2019 that was approved by the Board of Directors and includes roles for Board and Staff members.

15 Board Roles & Responsibilities (maximum 500 words):

All of our Board members serve as officers and/or members and each board member serve on at least one Board committee (Audit, Fund Development, Personnel, Governance and Executive)

16 Policy on Board Contributions (maximum 250 words):

It is the policy of our Board that each members contributes a minimum of \$500 per year.

17 For current fiscal year, number of Board Members contributing:

9 Cash donations 9 Donations raised from others 9 Volunteer hours 9 In-kind donations

18 For current fiscal year, amount/value of Board member contributions:

\$4500 Cash donations \$1500 Donations raised from others
75 Volunteer hours _____ In-kind donations

19 Oversight/Accreditation/Affiliation:

Accreditation received with Excellence from Nonprofits First of Palm Beach County

Section II. PROGRAM/PROJECT INFORMATION

20 Project/Program Title: Circles Palm Beach County

21 Prior CRA Funding for Same Project/Program Yes x No

22 If Yes, Time Period: N/A

23 Boynton Beach CRA Overall Need Addressed: Economic Development

24 Project/Program is New or x Existing

25 If Existing, Year Established: 2014

26 Goal (maximum 150 words):

It is the goal of Circles to provide education and training to 30 participants living in the Boynton Beach CRA district that will lead to them starting a business, and/or achieving other economic sustainability goals such employment earning living wages, increased assets, home ownership, etc.

27 Documentation of Need for Project/Program (maximum 1,000 words):

The United States is the richest country in the world. Yet with 15.1% of the U.S. population living in poverty, our nation is suffering through an enormous societal crisis. It's a problem that's not only measured by the intangible, personal stories of family hardship and heartache, but also by a real cost burden to society of \$500 billion per year (Center for American Progress).

According to the US Census Bureau, 15.9% of all Palm Beach County residents are living in poverty. Minority communities are most affected by these dire statistics with 30.9% of the county's black residents and 22.3% of Hispanics in poverty.

28 Description (maximum 500 words): The primary participant is an individual working to get out of poverty. The participant is the Circle Leader and sets the direction for activities and actions which will result in their emergence from poverty. Circles are conducted in cohorts of between 12-25, to ensure Circle Leaders have peer support from each other (bonding social capital) as well as the support of their Circle Allies (bridging social support). For those participants that have the goal of

starting their own business, they are immediately linked with our Business Incubator Coordinator who works with CL to conduct a feasibility study, develop mission and vision, and connect and guide them through Sunbiz to begin the process of legally setting up their business structure. The Coordinator assist CL in developing a business plan as a criteria of their S.M.A.R.T. goals. Currently, CL that have started their own businesses are operating that business from their homes, with the goals of eventually having office space if deemed necessary.

29 Target Audience or Persons Served (maximum 150 words): It is the goal of Palm Beach County Circles to work with those living below the federal poverty line in the Boynton Beach CRA district with high economic instability. The individuals targeted are those that are highly motivated to change their situation and transition from poverty to self-sufficiency.

30 Innovative or Proven Approach and Justification (maximum 500 words): Circles has a proven track record of helping hard-working people climb over barriers to prosperity. What differentiates Circles from other programs and services is the holistic approach. Circles engages entire communities - people of financial means, corporations, grassroots organizations, social service agencies, schools, faith-based organizations and government to own the challenge of solving poverty rather than leaving it to a cluster of agencies working in silos. The emphasis on collaboration and leveraging resources means that Circles can be integrated into existing community services to achieve stronger more sustainable outcomes. Circles is a flexible model that can be adapted by any community to fit their circumstances, culture and most pressing needs. Because volunteers (Allies) make a minimum 18 month commitment to the CL following graduation, they provide 1:1 mentorship for leaders as they begin their new businesses which allows them the opportunity to have ongoing support. The Incubator Coordinator works to connect CL with Allies in the same business or discipline they are starting.

31 Uniqueness, or Justification for Duplication of Similar Area Project/Program (maximum 250 words): Looking at poverty in a holistic manner is the uniqueness of Circles for both Circle Leaders and Allies (volunteers) once they are matched in an intentional team for a minimum of 18 months. Helping each participant set and achieve goals unique to their own needs will be the responsibility of Circle Allies, who are middle to upper income community volunteers and our Incubator/Finance Coordinator. Leaders and Allies meet monthly to build relationship, review goals that have been set, discuss and problem-solve barriers to getting out of poverty, such as improving self-sufficiency, expanding social networks, understanding self-employment business practices and enhancing academic performance.

32 Prior Experience with Project/Program or Similar (maximum 250 words): P2P has been successfully implementing Circles in Palm Beach County since 2014. To date we have had over 10 classes to graduate the training classes and have been matched with Allies (community volunteers). These leaders have increased their assets, increased their education, increased finances, started businesses and/or obtained better high paying jobs that are paying living wages.

33 Operating Partnerships (maximum 500 words): Circles Palm Beach County under the direction of its Guiding Coalition is being initiated with several community partners. They are: Bridges at Lake

Park, Bridges at Riviera Beach, Bridges at West Palm Beach, Bridges at Northwood, Bridges at Boynton Beach, Community Partners, Palm Beach County Community Services, Town of Palm Beach United Way, and local community advocates. The Coalition meets monthly to assist in developing processes and provide guidance for the model in Palm Beach County.

34 Implementation Action Plan/Time Line: We will begin the implementation process immediately upon receipt of application funding. The timeline for Year 1 is as follows:

- A. Interview and Recruit Circle Leaders
- B. Begin Circle Leader Training Classes (12-18 weeks)
- C. Recruit & Train Allies (Volunteer Mentors)
- D. Circle Leader Graduation Ceremony
- E. Circle Leader and Ally Matching Training
- F. Host Weekly Meetings (job training, business plan development, interview techniques, resume development, financial literacy, etc.)

35 Key Staff and Qualifications (maximum 500 words): Our Circles Coordinator, Circles Coaches, Incubator/Finance Coordinator and Circles Ally Recruiter have all been trained in the Circles Curriculum and all staff has a Master's Degree in Social Work, Counseling and/or Business.

36 Potential Challenges and Strategies to Address Them (maximum 500 words): Our biggest challenges has been recruiting Allies (volunteers). We just recently hired a P/T Ally Recruiter to address this challenge.

Section III. FINANCIAL INFORMATION

37 Total Organization Budget: \$1,005,366	Previous FY \$972,945	Current FY \$1,005,366	Proposed \$1,030,366
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38 Project/Program Budget: \$320,767	39 Amount Requested: \$25,000	40 % of Org Budget 3 %
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41 Time Period: Program/Project A: 3/2018 – 3/2019

42 Type(s) of Support Requested: Funding and Volunteers

43 Other Support/Status and Plans for Sustainability (maximum 500 words): P2P has several local funders supporting the Circles model as evidenced in attached budget. In December, 2014 the CEO, Scott Miller, of the National CirclesUSA will be leading a strategic plan effort with the Director of Community Services for Palm Beach County, P2P and other local agency CEO's to develop a plan to reduce poverty in Palm Beach County by 10% over the next 10 years. We are working, with P2P as the lead agency, collaboratively to have sustainable impact and change in this County.

Section IV. APPLICATION CHECKLIST

A. Cover letter signed by Board President/Chair	Attached
B. 501(c)(3) IRS Determination Letter, must be classified as tax-exempt at time of application	Attached
C. Evidence of Good Standing with State of Florida	Attached
D. Board of Directors list with brief bios	Attached

E. Policy on Board roles & responsibilities, if applicable	Title: N/A
F. Policy on Board contributions, if applicable	Title: Board Commitment Pledge
G. Strategic Plan or other long-term planning document	Strategic Plan 2017-2019
H. Policy on strategic/long-term planning, if applicable	Title: N/A
I. Project/Program Model	Attached
J. Evaluation Plan	Attached
K. CRA Project/Program Budget Request	Attached
L. CRA Project/Program Budget Narrative	Attached
M. Most recent Financial Statement	Time Period: Ending October 2017
N. Most recent Form 990 or 990 EZ (as applicable)	Fiscal Year: 2016-2017
O. Completed Credit Authorization Form	Attached
P. Most or more recent Independent Financial Compilation, Review, or Audit	Fiscal Year: 2016-2017
Q. Affiliation Agreements (if applicable list below):	N/A
R. Current Balance Sheet as of 7/31/17	Attached

Section V. CERTIFICATION STATEMENT AND SIGNATURE

CERTIFICATION AND WAIVER OF PRIVACY:

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

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


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

I hereby waive my rights under the privacy and confidentiality provision act, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any

confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

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

As Chief Executive of the applicant organization I certify that (1) the information provided in this application is correct and complete to the best of my knowledge; (2) I am committed to the purpose of the proposed project or program and will work with Board and staff members to accomplish its stated outcomes; and, (3) I will be accountable for compliance with all CRA requirements for operation, evaluation, and reporting.



Chief/Executive Signature

12-13-17

Date Submitted

Kimberly C. Bush, CEO

Print Name/Title



PROJECT/PROGRAM MODEL

Boynton Beach CRA – Project/Program Model

Organization PATHWAYS TO PROSPERITY, INC. **Contact Person** KEMBERLY BUSH

Project/Program Name CIRCLES PALM BEACH COUNTY **Funding Period** 2017-18

Project/Program Budget \$320,767.00 **Request** \$25,000.00 **CRA Need Area** ECONOMIC/BUSINESS DEVELOPMENT

Brief Description Circles Palm Beach County creates life changing opportunities by inspiring and equipping individuals, families and communities to resolve poverty and thrive economically and socially.

GOAL:			
Key Activities	Outputs	Outcomes	Impact(s)
15-18 Weekly Circle Leader Training Classes (goal setting, decision making, SMART goals, building relationships, financial literacy, etc.). Serving 30 participants.	30 participants (2 classes of 15 each) will be enrolled into the Weekly Circle Leader Training Classes.	85% of participants will graduate from phase I which is Circle Leader Training Classes as evidenced by Weekly Attendance Logs, Coaches notes, Self-Sufficiency Matrix, All data collected is entered into National Circles Integrated Data System (IDS) by Coach and Reviewed by Coordinator Monthly.	Increased economic activity in the CRA Areas. Increased economic development.
2-6 Week Financial Literacy Workshop offered by Business Partners (Debt Helpers, Community Partners, etc.)	Participants will develop an individualized financial plan, open bank accounts and provide evidence of managing them.	85% of participants will complete this task and have positive balances in their accounts, increase assets (car, etc.) as evidenced by Weekly Attendance Logs, Coaches notes, Self-Sufficiency Matrix, All data collected is entered into National Circles Integrated Data System (IDS) by Coach and Reviewed by Coordinator Monthly.	Increased economic activity in the CRA Areas. Increased economic development.

<p>3-6 Week Employment Readiness Classes (resume writing, interviewing techniques, job search, set up profile on CareerSource database, etc.)</p>	<p>Participants will have professional resume, business plan, and profile on CareerSouce database.</p>	<p>85% of participants will have skills necessary to move to next phase of their Career track as evidenced by pre/post test, CL progress report done at intake & monthly self-sufficiency tracking form. Data entered into IDS by Coach and Reviewed quarterly by Coordinator</p>	<p>Increased economic activity in the CRA Areas. Increased economic development.</p>
<p>Weekly Community Meetings (Capacity Building, Ally-CL Match Meetings, Big View Meetings, Business Plan Development/Implementation</p>	<p>Participants will attend weekly community meetings with their Allies and show progress toward achieving their SMART goals.</p>	<p>85% of participants will linked with a volunteer Ally (mentor) that will guide them in setting up business plans, starting business and/or obtaining living wage employment as evidenced by Attendance logs, coaches' notes, self-sufficiency matrix, IDS. All data collected by Coach weekly and reviewed by Coordinator monthly.</p>	<p>Increased economic activity in the CRA Areas. Increased economic development.</p>



EVALUATION PLAN

Funding Evaluation Plan Boynton Beach Community Redevelopment Agency (CRA)

Organization Pathways to Prosperity, Inc. **Contact Person** Kemberly Bush

Project/Program Name Circles Palm Beach County **Funding Period** FY 2017-18

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

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Copy-and-paste table below to address each Key Activity included in the Project/Program Model for the Program/Project

PROGRAM/PROJECT	Activity # ___: 15-18 Weekly Circle Leader Training Classes	
OUTPUTS / Measurable Indicators →	Evaluation Process - Outputs: Who, Tools, When	
30 participants (2 classes of 15 each) will be enrolled into the Weekly Circle Leader Training Classes.	Weekly Attendance Logs, Coaches notes	
OUTCOMES / Measurable Indicators →	Evaluation Process - Outcomes: Who, Tools, When	
85% of participants will graduate from phase I which is Circle Leader Training Classes	Self-Sufficiency Matrix, All data collected is entered into National Circles Integrated Data System (IDS) by Coach and Reviewed by Coordinator Monthly.	
PROGRAM/PROJECT	Activity # ___: 2-6 Week Financial Literacy Workshop	
OUTPUTS / Measurable Indicators →	Evaluation Process - Outputs: Who, Tools, When	
Participants will develop an individualized financial plan, open bank accounts and provide evidence of managing them.	Weekly Coaches notes, Self sufficiency Matrix tracking form	

OUTCOMES / Measurable Indicators →	Evaluation Process - Outcomes: Who, Tools, When
85% of participants will complete this task and have positive balance in their accounts, increased assets (car, etc.).	All data collected is entered into National Circles Integrated Data System (IDS) by Coach and Reviewed by Coordinator Monthly

PROGRAM/PROJECT	Activity # ___ : 3-6 Week Employment Readiness Classes
OUTPUTS / Measurable Indicators →	Evaluation Process - Outputs: Who, Tools, When
Participants will have professional resume, business plan, and profile on CareerSouce database	Pre/Post Test, Circle Leader progress reports and Self-sufficiency tracking form.
OUTCOMES / Measurable Indicators →	Evaluation Process - Outcomes: Who, Tools, When
85% of participants will have skills necessary to move to next phase of their career track.	CL progress report done at intake & monthly self-sufficiency tracking form. Data entered into IDS by Coach and Reviewed quarterly by Coordinator

PROGRAM/PROJECT	Activity # ___ : Weekly Community Meetings/Business Plan Dev.
OUTPUTS / Measurable Indicators →	Evaluation Process - Outputs: Who, Tools, When
Participants will attend weekly community meetings with their Allies and show progress toward achieving their SMART goals.	Attendance logs, coaches' notes, self-sufficiency matrix, IDS. All data collected by Coach weekly and reviewed by Coordinator monthly.
OUTCOMES / Measurable Indicators →	Evaluation Process - Outcomes: Who, Tools, When
85% of participants will linked with a volunteer Ally (mentor) that will guide them in setting up business plans, starting business and/or obtaining living wage employment	Attendance logs, coaches' notes, self-sufficiency matrix, IDS. All data collected by Coach weekly and reviewed by Coordinator monthly.

Narrative response:

1. Describe input, if any, to this Evaluation Plan, or the Project/Program Model(s) on which it is based, from outside consultants, staff, Board, funders, clients, or other organization stakeholders. The Circles program model is based on a National Model, CirclesUSA, therefore in order to keep the efficacy of the model, we follow it and enter all of the data into an Integrated Data System.
2. Does the organization engage in other evaluation activities and reporting? Each of our funders require an evaluation process. The Circles program, however, has similar evaluation processes across all funding sources. In our other program, Bridges, we have a more comprehensive data collection and evaluation process that we must adhere to.

3. Will any additional cost be incurred to implement this Evaluation Plan? ___Yes No If yes, describe specific items and amounts.
4. If applicable, have additional costs been included in the project/program budget? N/A
5. Who will be responsible for coordinating the evaluation process and preparing quarterly/annual reports? Incubator Coordinator and Program Coordinator
6. How will evaluation data be used for internal performance improvement? We utilize data to inform the content and quality of information we are giving to participants and make adjustments if necessary.
7. Will evaluation data/reports be shared with organization staff? Yes, Circles program staff.
8. Will evaluation data/reports be shared with the organization's Board of Directors? Data reports will be shared not on individual participants, but as an overall programmatic update.
9. The Boynton Beach CRA requires that evaluation data relative to CRA support be reported quarterly and at the end of the year. Will the data/reports be shared with other funders? Yes, in the same manner as shared with Board of Directors.
10. Who are other organization stakeholders? The Guiding Coalition and Funders. Will evaluation data/reports be shared with them? Yes in same manner as shared with Board of Directors.

CERTIFICATION AND WAIVER OF PRIVACY:

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


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

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

I hereby waive my rights under the privacy and confidentiality provision act, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any

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

Signatures below indicate approval of and commitment to this Evaluation Plan and the Project/Program Model on which it is based:

 12/1/17

Chief Executive Signature Date

Kemberly C. Bush

Printed Name/Title

 12/1/17

Chairperson, Board of Directors Date

REVIA LEE Pres.

Printed Name

Attachment: Project/Program Model



CRA PROJECT/PROGRAM
BUDGET REQUEST

	A	B	C	D	E	F
1	CRA Program/Project Budget Narrative Form					
2						
3	Organization Name		Pathways to Prosperity, Inc.			
4	Program/Project Name		Circles Palm Beach County			
5						
6	PROGRAM/PROJECT INCOME NARRATIVE		Amount	Justification / basis for budgeted amount (Insert lines for significant specific funding sources beneath line item categories)	C or P (2)	Date of: - P -Decision or - C - Funding Start (3)
7						
8	Fees, Tickets, Registration, etc.					
9	Corporate Grants/Contributions					
10	Individual Donations		8,291		P	Various
11	Foundation Grants		60,000		C/P	10/1/17 & 1/1/18
12	Government- Federal					
13	Government- Local/County		217,476		C	10/1/2017
14	Government- State					
15	In-Kind					
16	Interest Income					
17	Membership					
18	CRA Request		25,000	See Combined Budget, Revenue Section	P	1/1/2018
19	Other: Fundraiser		10,000		P	Various
20	Other:					
21	Other:					
22	Total Income		320,767	Equals Total Income, Program/Project (Column I)		
23						
24	NOTES:					
25	(1) Insert additional rows for significant specific funding sources beneath each line item category					
26	(2) For each significant grant, contract, or contribution, indicate if it is (C) confirmed, or (P) decision pending					
27	(3) For each item in Column E, indicate date decision is expected for PENDING and date funding begins for CONFIRMED					
28	(4) CRA Request, Column C, should match Column I on the Combined Budget					
29	(5) Total Income should equal Program/Project, Total Income, (Column I)					
30						
31	COMMENTS:					

	A	B	C	D	E	F
32	PROGRAM/PROJECT EXPENSE NARRATIVE		Amount	Item Detail/Description		
34	Salaries :					
35	- .40 FTE Agency Director		38,017	Program allocation of Agency Director to Circles program		
36	- .75 FTE Incubator Coordinator		35,475	.45 FTE funded by CRA (\$21,285) Balance funded by others		
37	- 1 FTE Circles Coordinator		40,900	Coordinator of Circles program		
38	- 4 PT Circles Coaches		66,560	4 Part-time @ \$16/hr x 20hrs/wk x 52 wks		
39	- 2 PT Childwatch		22,734	2 Part-time @ \$10.93/hr x 20hrs/wk x 52 wks		
40			203,686	Total Salaries		
42	Fringe Benefits:					
43	- FICA (7.65%)		15,582	CRA portion (\$1,628)		
44	- FL Unemployment Comp (2.24%)		2,830	CRA portion (\$71)		
45	- Workers Comp (1.86%)		3,789	CRA portion (\$396)		
46	- Health, Life, Dental & Retirement		20,888	CRA portion (\$1,620)		
47			43,089	Total Fringe Benefits		
49	Professional Svcs/Consulting:					
50	- Circle Leaders Stipends		12,000	\$200/leader x 15 leaders/class x 4 classes		
51	- Accounting Fees		7,200	\$1,200/month x 12 mths x 50%		
52	- Audit Fee		4,000	\$8,000 x 50%		
53	- Training & Development		2,000	Staff/Board training and development costs		
55			25,200	Total Professional Services / Consulting		
57	Insurance:					
58	- Insurance		2,500	General/Professional Liab/Officers Liab/Wind @ 50%		
60			2,500	Total Insurance		
62	Licenses, Registration, Permits:					
63	- Circles Contract		4,000	Annual Circles contract Renewal Fee		
65			4,000	Total Licenses, Registration, Permits		
67	Conferences & Meetings:					

	A	B	C	D	E	F
68	- Circles National Conference		2,300	Travel costs for national conference		
69						
70			2,300	Total Conferences & Meetings		
72	Copying & Printing		2,500	Program printing/marketing material		
74	Equipment Rental/Maintenance		-			
76	Rent/Mortgage & Maintenance		10,000	Office and meeting space for program		
78	Utilities		-			
80	Telecommunications		2,400	Program staff cell phone allowance		
82	Office & Program Supplies		6,500	Office and program related supplies		
84	Postage & Delivery		1,000	Postage expenses for admin. And client related mailings		
86	Local Travel		4,592	Program staff local mileage reimbursements		
88	Capital Expenditures		-			
90	Other: Sponsored Events/Spec Asst.		7,000	Sponsor Big View Monthly Mtgs and Client Asst for emergency needs		
92	Other: Food		6,000	For Weekly Circle meetings (Avg \$1,500/class x 4 classes)		
94	___% Admin/Indirect Expense		-			
96	TOTAL EXPENSES		320,767	Equals Total Expense, Program/Project, Combined Budget (Column I)		
97						
98						
99						
100						
101						
102						
103						
104						
105						
106						
107						
108						
109						

	A	B	C	D	E	F
110						
111						
112						
113						
114						

	A	B	C	D	E	F	G	H	I	J	K
1	CRA Combined Budget Form - Funding Application FY 2017-18										
2	Organization Name			Pathways to Prosperity, Inc.							
3	Executive Leader & Key Financial Manager Names			Kemberly Bush							
4	Current FY (2016-17) Total Organization Budget			\$972,945							
5	Program/Project Name			Circles Palm Beach County							
6	Application Due Date			December 1, 2017							
7											
8	INCOME		FY 2016-2017 Organization Budget	FY 2016-2017 Organization Fiscal YTD thru 7/31/17	Projected FY 2017-18 Organization Total Budget	FY 2017-18 Projected Total Program/Project					
9	Fees, Tickets, Registration, etc.			3,246							
10	Corporate Grants/Contributions		60,000	3,800							
11	Individual Donations		24,831	6,142	8,291		8,291				
12	Foundation Grants		247,500	185,701	336,418		60,000				
13	Government - Federal										
14	Government- Local/County		614,614	449,476	620,257		217,476				
15	Government- State										
16	In-Kind										
17	Interest Income										
18	Membership										
19	CRA Actual or Requested		-		25,000		25,000				
20	Other: Fundraisers		26,000		15,400		10,000				
21	Other:										
22	Other:										
23	Total Income		972,945	648,365	1,005,366		320,767				
24											
25	CRA % of Total Income		0%	0%	2%		8%				
26											
27	NOTES:										
28	(1) The CRA Request in INCOME Column G should equal the CRA Request at the bottom of the EXPENSES budget										
29	(2) Total INCOME should equal Total EXPENSES to project a balanced budget in FY 2017-18 (Column G)										
30	(3) CRA % of projected Total Organization Income may not exceed 25% for FY 2017-18 (Column G) unless approved by CRA										
31	(4) Figures in Column I and, if applicable, Column K, should match Program/Project Budget Narrative										

	A	B	C	D	E	F	G	H	I	J	K
32	EXPENSES <i>See separate Instructions for line item definitions</i>		FY 2016-2017 Budget		FY 2016-2017 Organization Fiscal YTD thru 7/31/17		Projected FY 2017-18 Organization Total Budget		FY 2017-18 Projected Total Program/Project		
33	Salaries		509,868		368,674		508,923		203,686		
34	Taxes & Fringe Benefits		117,621		59,773		109,148		43,089		
35	Professional Svcs/Consulting		138,925		45,006		154,938		25,200		
36	Insurance		5,500		3,884		5,000		2,500		
37	Licenses, Registration, Permits		9,032		2,122		8,432		4,000		
38	Conferences & Meetings		6,775		16,720		4,000		2,300		
39	Copying & Printing		7,623		10,681		6,923		2,500		
40	Equipment Rental/Maintenance		3,600		3,000		3,600		-		
41	Rent/Mortgage & Maintenance		64,500		56,593		66,000		10,000		
42	Utilities		7,500		5,000		6,000		-		
43	Telecommunication		9,450		6,201		12,300		2,400		
44	Office & Program Supplies		20,472		16,435		28,641		6,500		
45	Postage & Delivery		1,300		202		1,300		1,000		
46	Local Travel		12,779		5,999		9,959		4,592		
47	Capital Expenditures						-		-		
48	Other: Sponsored Events/Spec Asst		23,400		19,095		41,568		7,000		
49	Other: Food		14,600		12,469		18,634		6,000		
50	Sub-Total Expenses		952,945		631,854		985,366		320,767		
51	___% Admin/Indirect Expense		20,000				20,000		-		
52	Total Expense		972,945		631,854		1,005,366		320,767		
53											
54	NET INCOME		-		16,511		-		0		
55											
56	Total Expenses Project						320,767				
57	CRA Request						25,000		-		
58											
59	NOTES:										
60	(1) Refer to separate Instructions for definitions of each line item expense										
61	(2) In Column G, CRA Request may be less than Total Expense as there may be other sources of revenue for the program(s)										
62	(3) Projected NET INCOME (Total Income minus Total Expense) should equal zero for a balanced budget in FY 2017-2018 (Column G)										



710 N Federal Highway
Boynton Beach, FL 33435
Ph: 561-737-3256
Fax: 561-737-3258
www.catchboynton.com

December 26, 2017

Ms. Kemberly Bush, Executive Director, CEO
Pathways to Prosperity
970 N. Seacrest Boulevard
Boynton Beach, FL 33435

RE: NOGP Funding Evaluation Committee Request

Dear Ms. Bush:

On December 19, 2017, the NOGP Funding Evaluation Committee reviewed and discussed Pathways to Prosperity's NOGP application. The following information is requested in order for the Committee to complete its review and make a recommendation to the CRA Board.

1. How does the Circles of Palm Beach County (PBC) meet the CRA's Funding Framework (see Page 5 of the NOGP Guidelines)? Specifically, what type of industries will Circles of PBC focus on during this grant cycle? How will the short-term outcomes and long-term impacts be achieved? And, what are the measurable outcomes for this program as it relates to the direct benefits to be received by the CRA?
2. More specific data and historical information on the growth and stability of the Circles of PBC program since its inception and how it is aligned with the CRA's economic development goals of creating jobs and economic opportunities since the CRA cannot fund social service programs or activities.
3. Information regarding the service area and draw of clients (leaders) of the Circles of PBC program as well as the location of the businesses that have been created from the program. The NOGP eligibility criteria require that the programs and projects "serves residents or businesses of the CRA Area and/or intends to locate a project or program in the CRA area that will bring visitors to the district to participate in funded projects or programs."

The NOGP Funding Evaluation Committee would like to invite you to their next meeting on January 16, 2018, 1:30 P.M., at the CRA Office to present the above requested items. If you are unable to attend, a RSVP is requested by January 3, 2018 so that other arrangements can be made to receive the requested information by January 10, 2018, 5:00 P.M. for review by the Committee.

Thank you for your interest and participation in our NOGP process. I may be reached at (561) 600-9098 or ShuttT@bbfl.us.

Sincerely,

A handwritten signature in blue ink that reads "Thuy T. Shutt".

Thuy T. Shutt

Assistant Director

cc: NOGP Funding Evaluation Committee members
file



NOGP Funding Evaluation Committee Request

Responses:

1. How does the Circles of Palm Beach County (PBC) meet the CRA's Funding Framework?

- Circles Palm Beach County, through the assistance of our Incubator Coordinator, provide Circles graduate with understanding the process of starting and growing a business. We will provide them with the guidance and training necessary to start their desired businesses while connecting them with Allies (volunteers who are experienced business professionals and subject matter experts) to assist in developing the management, financial, and technical skills necessary to become self-sustaining members of the business community. We also provide guidance on the basic, day-to-day operations required to run a business, such as bookkeeping and human resources.

Specifically, what type of industries will Circles PBC focus on during the grant cycle?

- Circles PBC will focus on Culinary industries and Business & Financial Services. However, all of our graduates will have varying goals, as a program, our Incubator Coordinator will focus on the stated areas. We will ensure they have knowledge of the process of complying with municipal, county, state and federal policies, procedures and regulations.

How will the short term outcomes and long-term impacts be achieved?

- Graduates will develop business plans, be matched with an Ally (business mentor), and obtain licenses for business by the end of this grant cycle. Long-term impacts will include increased economic development in the CRA District and recognition of new business start-ups on the National CirclesUSA website with notable mention of CRA's role in the business development.
2. More specific data and historical information on the growth and stability of the Circles PBC program since inception and how it aligns with CRA's economic development goals.
- Because Circles PBC has multiple sites (Delray, Riviera Beach, West Palm Beach and Boynton), businesses that have been developed have not been concentrated in the Boynton's CRA District. However, we have Circles graduates that have started various businesses (commercial janitorial business, event planning, catering and bookkeeping). We have historically not required or encouraged participants in a particular business tract, but with the support of the CRA and the Funding guidelines, we will have a focus for this funding cycle over the next (minimum) three years.
3. Information regarding the service area and draw of clients (leaders) of the Circles PBC program.
- Again, we have not in the past encouraged participants to start their business in the CRA district, however, moving forward we will draw participants from this area and, where possible, start their business here as well.

FY 2017-18 NOGP FUNDING EVALUATION COMMITTEE'S RESULTS

January 16, 2018

No.	Criterion	Max. Points	Funding Evaluation Committee Avg. Rating	Rating %
ORGANIZATION CAPACITY (20%) - ENTER RATINGS HERE				
1	Length of time established, overall growth/stability	5	4.3	
2	Stability/growth of organization funding	5	4.3	
3	Board composition, role, commitment to program/project	5	2.0	
4	Demonstrated experience/success with similar program/project	5	1.0	
5	Program/project leadership and staff qualifications	15	3.3	
6	Collaborative relationships/affiliations relative to program/project	5	4.3	
7	Strategic planning process/current plan	5	4.0	
Organization Capacity Subtotal		45	23.3	10.4%
PROJECT/PROGRAM - Enter ratings on attached sheet				
	Project/Program - Need (20%)	20	6.7	6.7%
	Project/Program - Description (10%)	30	9.7	3.2%
	Project/Program Projected Results (20%)	35	8.0	4.6%
	Project/Program - Evaluation Plan (10%)	35	8.7	2.5%
	Project/Program - Budget & Sustainability (20%)	35	28.7	16.4%
Program - Total, including Organization Capacity		200	85	43.8%
NOTES AND COMMENTS: Final Funding Award Subject to CRA Board Approval				



CRA BOARD MEETING OF: February 13, 2018

OLD BUSINESS

AGENDA ITEM: 13.E.

SUBJECT:

Discussion Regarding the Continuation of the Social Media Outreach Program FY 17-18 Funding

SUMMARY:

At their March 15, 2017 meeting, staff presented a newly created business assistance program involving the use of enhanced social media marketing, cross-promotion and technical assistance to businesses within the CRA District. The Social Media Outreach Program (SMOP) was approved by the CRA Board and the agency partnered with CareerSource Palm Beach County to act as the recruitment arm to employ two professionals to act as CRA Consultants under the Social Media Outreach Program for a period of six months.

On April 11, 2017 Matt Meinzer joined the CRA as the first Consultant and began working with staff to further develop the final scope and activities of the Social Media Outreach Program. Jamil Donith joined the CRA as the second Consultant in July 2017.

A Social Media Outreach Program kick-off meeting was held at Intracoastal Park on April 27, 2017 with many of the businesses previously assisted by the CRA in attendance. In addition, the SMOP Consultants recruited participants by going door to door, using the CRA's website and facebook page, interaction at events as well as mailing postcards.

During the FY 2017-18 budget process, on August 8, 2017 the CRA Board approved the continuation of the program for an additional six month period with both consultants remaining at their hourly rate rather than bringing them on as CRA employees. The SMOP and funding expire on March 30, 2018.

Regular SMOP updates were presented to the CRA Board by the Consultants at the following meetings:

- May 9, 2017
- June 13, 2017
- July 11, 2017
- August 8, 2017
- November 14, 2017
- January 18, 2018

As of the January 18, 2018 Board meeting, the two CRA Social Media Outreach Program Consultants are working with a total of 38 businesses located within the CRA District. Content is regularly created and shared on the associated social media platforms for the businesses and are proving to reach the intended audiences along with the introduction of many cross-promotional activities between complimentary businesses. Content is also shared simultaneously with the CRA's social media platforms which has created new "viewers" and "friends" for the agency.

FISCAL IMPACT:

FY 2017-2018 Budget Line Item 02-58400-444 - Part-time \$39,000 - \$41,000 or Full-time \$56,000 - \$62,000 based on Board direction.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

1. The CRA Board may elect to continue the Social Media Outreach Program, create one (1) full-time or one (1) part-time position and approve the use of Economic Development Grant Program dollars for funding.
 2. The CRA Board may elect to discontinue the Social Media Outreach Program entirely.
 3. Alternatives not presented as determined by the Board.
-



CRA BOARD MEETING OF: February 13, 2018

OLD BUSINESS

AGENDA ITEM: 13.F.

SUBJECT:

Project Update 211 E. Ocean Avenue

SUMMARY:

The Board approved the Purchase and Development Agreement with Shovel Ready Projects, LLC for the 211 E. Ocean Avenue property in October 2015, and approved two subsequent Amendments in February 2016 and November 2016 (see Attachment I). As previously presented to the CRA Board, the project's building permit application and design plans were submitted to the City in late December 2016. The City's plan review process has generated several rounds of comments to which the owner's architect, Jim Williams of AW Architects produced plan revisions for each in March 2017, April 2017, and most recently in mid-October 2017.

On September 20, 2017, CRA legal counsel sent a letter to the property owner reminding them of their obligations under the contract and to make diligent effort obtain plan approval (see Attachment II). Mr. Williams and his design team met with the City's plan review staff for several hours on Thursday, November 9, 2017 to discuss each of the remaining review comments so that the required corrections can be made and the plans can be resubmitted and re-reviewed for final approval. As of December 12, 2017, the owner's architectural team had not resubmitted revised plans in response to these 3rd round of review comments (see Attachment III).

At the December 12, 2017 CRA Board meeting, there was Board discussion concerning the length of time the permit process was taking and directed staff to notify the property owner that permit plan revisions should be submitted by December 21, 2017 (see Attachment IV).

As of the Board's January 18, 2018 meeting, confirmation was obtained from the City that plans had not been submitted. After discussion, the Board voted not to pursue legal remedy under the contract's Reverter Clause of the Purchase and Development Agreement (see Attachment V).

As of February 6, 2018, no plan revisions or written response to City comments have been submitted for the 211 E. Ocean Avenue project (see Attachment VI).

FISCAL IMPACT:

N/A

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

No Board action required

ATTACHMENTS:

Description

- ▢ **Attachment I - 211 Purchase & Development Agreement and Amendments**
- ▢ **Attachment II - LLW letter to Shovel Ready Projects,LLC**
- ▢ **Attachment III - Plan Review Comments, Dec. 8,2017**
- ▢ **Attachment IV - Letters from CRA staff and Property Owner**
- ▢ **Attachment V - Email Correspondence & Plan Review Comments**
- ▢ **Attachment VI - City Email Re: Plan Status**

**SECOND AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT**

This Second Amendment to Purchase and Development Agreement (hereinafter "Amendment") is made and entered into as of November 14, 2016, by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "Seller") and SHOVEL READY PROJECTS, LLC, successor in interest to LOCAL DEV CO, LLC, (hereinafter "Purchaser", and together with the Seller, the "Parties").

Purchaser and Seller desire to amend certain terms and conditions of the Agreement, as more particularly described below:

1. Paragraph 18.3(b) of the Agreement is hereby amended to extend the date by which Purchaser must submit a Construction Permit Application to the City of Boynton Beach until December 29, 2016. *14th - 30 days from Nov 14 2016.*

Terms which are capitalized but not defined herein shall have the meanings given to such terms in the Agreement. Except as expressly set forth in this Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by Purchaser and Seller. This Amendment may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

BUYER

SHOVEL READY PROJECTS, LLC

By: *[Signature]*

Print Name: Stephen Labor

Title: CEO

Date: 11/2/2016

Witnesses: *[Signature]*
Noizma Acevedo

SELLER

**BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: *[Signature]*

Print Name: Steven B Grant

Title: CRA Chair

Date: 11-9-16

Witnesses: *[Signature]*
[Signature]

Approved as to form and legal sufficiency:

[Signature]
CRA Attorney

**FIRST AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT**

This First Amendment to Purchase and Development Agreement (hereinafter "Amendment") is made and entered into as of January __, 2016, by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "Seller") and LOCAL DEV CO, LLC, a Florida limited liability company or its affiliated assignee (hereinafter "Purchaser", and together with the Seller, the "Parties").

Purchaser and Seller desire to amend certain terms and conditions of the Agreement, as more particularly described below:

1. The Feasibility Period set forth in Paragraph 7 of the above-referenced Agreement is hereby amended to March 4, 2016. All other deadlines set forth in the Agreement, including Closing Date, shall remain unchanged.

Terms which are capitalized but not defined herein shall have the meanings given to such terms in the Agreement. Except as expressly set forth in this Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by Purchaser and Seller. This Amendment may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

BUYER

**LOCAL DEV CO, LLC
AND/OR ASSIGNS;**

By: _____

Print Name: _____

Title: _____

Date: _____

Witnesses: _____

SELLER

**BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: Jerry Taylor

Print Name: Jerry Taylor

Title: CRA Board Chair

Date: 2/2/16

Witnesses: Michael Simon

Michael Simon

Approved as to form and legal sufficiency:

Kathy [Signature]
CRA Attorney

**FIRST AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT**

This First Amendment to Purchase and Development Agreement (hereinafter "Amendment") is made and entered into as of January __, 2016, by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "Seller") and LOCAL DEV CO, LLC, a Florida limited liability company or its affiliated assignee (hereinafter "Purchaser", and together with the Seller, the "Parties").

Purchaser and Seller desire to amend certain terms and conditions of the Agreement, as more particularly described below:

1. The Feasibility Period set forth in Paragraph 7 of the above-referenced Agreement is hereby amended to March 4, 2016. All other deadlines set forth in the Agreement, including Closing Date, shall remain unchanged.

Terms which are capitalized but not defined herein shall have the meanings given to such terms in the Agreement. Except as expressly set forth in this Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by Purchaser and Seller. This Amendment may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original.

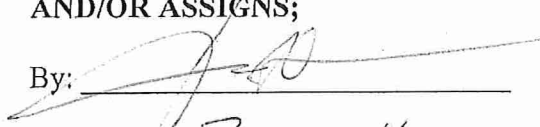
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

BUYER

SELLER

**LOCAL DEV CO, LLC
AND/OR ASSIGNS;**

**BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: 

By: _____

Print Name: BRUCE KAPLAN

Print Name: _____

Title: CFO

Title: _____

Date: _____

Date: _____

Witnesses: 

Witnesses: _____

Approved as to form and legal sufficiency:


CRA Attorney

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 (hereinafter "SELLER") and LOCAL DEV CO, LLC (or its assignee, as provided for herein) (hereinafter "PURCHASER").

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 Property which consists of one parcel located in Palm Beach County, Florida (the "Property") having an address of 211 E. Ocean Avenue, Boynton Beach and more particularly described as follows:

See Attached Exhibit "A".

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be TWO HUNDRED FIFTY FIVE THOUSAND 00/100 (\$255,000.00). The parties agree that SELLER is conveying the Property to PURCHASER for the construction of a full service restaurant serving alcoholic beverages. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSIT. PURCHASER shall deposit ten percent (10%) of the purchase price within five days of the Effective Date with the SELLER'S escrow agent Lewis, Longman and Walker, P.A.

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 the Agreement. However, no party shall execute the Agreement any later than one week after the first executing party or the Agreement shall become null and void.

5. CLOSING. The purchase and sale transaction contemplated herein shall close within forty-five (45) days of PURCHASER obtaining Major Site Plan Modification approval from the City of Boynton Beach for the full service restaurant (the "Closing"), unless extended by other provisions of this Agreement or by written agreement, signed by both parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by 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. INVESTIGATION OF THE PROPERTY. Purchaser shall have ninety (90) days from Effective Date ("Feasibility Period"), for 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 investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to terminate this contract and have reimbursed its Deposit. 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 in 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 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. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

7.1 Seller's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: 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, if any, a copy of the current title insurance policy (if any), and a list of any known matters affect title to the property.

7.2 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. 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 "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 diligently and in good faith seek to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable 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 and the Closing for one additional thirty (30) day period, 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.

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 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.

7.3 Survey Review. PURCHASER, at PURCHASER'S expense, may 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 7.2 concerning title objections.

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. PROPERTY is being purchased in "as is" condition. SELLER makes no warranty about the condition of the structure or any of the appurtenances on the Property. PURCHASER understands that the Property is in need of major structural renovation in order to be utilized as a full-service restaurant.

8.3 Pending Proceedings. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, 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.

9. 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:

9.1 Deed. A 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 an 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, 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 SELLER 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. Taxes for the Property shall be prorated through 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.

10.2 Closing Costs. SELLER shall pay for documentary stamps on the deed,

recording the deed and all general closing expenses (settlement fee, courier fees, overnight packages, etc.).

10.3 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 designated by SELLER, 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.

10.4 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.

11.1 Seller's Representations and Warranties. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

11.2 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.

11.3 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. 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, Seller shall have, at its option, the right to declare Purchaser in default under this Agreement by Notice delivered to Purchaser, in which event Seller shall be entitled to retain deposit (which shall not constitute a penalty). 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.

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 be entitled to a return of its deposit or seek specific performance.

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 fifteen (15) 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, such extension shall not be unreasonably withheld. 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 12 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: Boynton Beach Community Redevelopment Agency
Executive Director, Vivian L. Brooks
710 N. Federal Highway
Boynton Beach, Florida 33435

With a copy to: Tara Duhy, Esq.
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

If to Buyer: Local Dev Co, LLC
630 N. 3rd Street
Philadelphia, PA 19123

With a copy to: Thomas F. Carney, Jr., Esq.
CARNEY STANTON P.L.
135 S.E. 5th Avenue, Suite 202
Delray Beach, Florida 33483

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 may not assign this Agreement to any other party without the prior written approval of SELLER.

15. 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 the parties shall have no further obligations under this agreement, or PURCHASER may accept the Property without any reduction in the value of the Property and the Development Timelines set forth in Section 18.3 below shall be reasonably adjusted by mutual agreement of the parties to accommodate same..

16. BROKER FEES. The PURCHASER hereby confirms that it has dealt with Prakas & Co. as broker in connection with the transaction contemplated by this Agreement and shall be responsible for paying Prakas & Co. a five percent (5%) commission on the purchase price at the closing of the Property.

17. 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.

18. DEVELOPMENT AND SALE OF THE PROPERTY. SELLER and PURCHASER acknowledge that the Property is being sold to PURCHASER for the sole purpose of developing a full service restaurant.

18.1 SELLER Design Approval. The PURCHASER agrees that the SELLER shall have the right to approve of the design of the building and site as a condition of this PURCHASE AND SALE AGREEMENT. Prior to the expiration of the Feasibility Period, PURCHASER shall submit plans to the SELLER for review. SELLER shall provide comments to PURCHASER at its next regularly scheduled Board meeting. The SELLER's approval of the plans and design shall not be unreasonably withheld provided the plans and design meet the criteria set forth and described in the City of Boynton Beach approved Urban Design Guidelines for Development within the Boynton Beach Community Redevelopment Area.

18.2 Economic Development Grant Incentives and Funding. The SELLER shall provide the PURCHASER with the following Boynton Beach Community Redevelopment Agency Economic Development Grants if needed, to induce the enhancement and/or expansion of the restaurant:

- a. Commercial Façade Grant - Purchaser shall be reimbursed up to a maximum amount of \$25,000 with a \$25,000 match by Purchaser. Said funds to be reimbursed within thirty (30) days of receiving a Certificate of Occupancy providing Purchaser has timely submitted all required construction cost documentation consistent with the eligible items set forth in the CRA's Commercial Façade Grant Program.
- b. Commercial Construction Project Incentive Program – Purchaser shall be reimbursed the building permit fee of 2.3% if the project

cost is less than \$250,000 in construction value (as stated on the construction permit application) and 3.3% if the construction value exceeds \$250,000. Said funds to be reimbursed within thirty (30) days of receiving a Certificate of Occupancy providing Purchaser has timely submitted all required construction cost documentation. Maximum Reimbursement not to exceed \$66,000.

- c. Interior Build-Out Grant - Purchaser to be reimbursed an amount up to \$45,000, to be paid on a reimbursement basis within thirty (30) days of the Property receiving a Certificate of Occupancy providing Purchaser has timely submitted all required construction cost documentation, consistent with the eligible items set forth in the CRA's Interior Build-out Grant Program. A \$45,000 match is required by the PURCHASER.
- d. 211 E. Ocean Renovation Grant – Purchaser shall be reimbursed up to \$200,000 to be paid on a reimbursement basis for construction costs associated with the renovation of the Property. Reimbursement process will require PURCHASER to present SELLER with copies of the final paid contractor “application for payment document” s and cancelled check to contractors for eligible expenses. Eligible expenses are those that are for construction of the project only. Soft costs will not be reimbursed. Reimbursement to PURCHASER shall occur within thirty (30) days of the Property receiving a Certificate of Occupancy providing Purchaser has timely submitted all required construction cost documentation.

SELLER hereby agrees that PURCHASER is not required to apply for and fill out all CRA program forms applicable to each Economic Development Grant program. However, all of the rules of the grant programs must be adhered to. If the CRA Economic Development Grant programs change from the time of this Agreement and the time that the Seller accesses the Economic Development Grant funding, the funding amounts shall remain as stated above.

18.3 Development Timeline. In order to ensure that the public purpose is being met, the following events must be documented in writing and provided to the SELLER upon completion of each. Time is calculated from the Effective Date.

- a. Submission of Major Site Plan documents to the City of Boynton Beach within Forty-Five days after the expiration of the Feasibility Period or Forty-Five Days after the final approval of the design and site plan by the CRA as set forth in Paragraph 18.1, whichever is later.
- b. Submission of Construction Permit Application to the City of Boynton Beach within ninety (90) days of the Major Site Plan approval date (if applicable).

- c. Commencement of construction within sixty (60) days of the Building Permit approval date.
- d. Certificate of Occupancy to be provided within Two Hundred Forty (240) days from the Commencement of Construction Date, unless extended do to a force majeure, circumstances beyond the Purchaser's control and approved by SELLER, or extended as otherwise permitted in this Agreement.

19. PROPERTY REVERTER CLAUSE. The deed of conveyance shall contain a reverter clause that shall run with the Property, requiring the Property to be reconveyed to SELLER by quit claim deed should either of the following occur: 1) PURCHASER defaults in not timely constructing the restaurant per Section 18.3 unless, pursuant to Section 15 or Paragraph 18.3(d), both parties agree to extend the time to construct the restaurant due to circumstances beyond the PURCHASERS control; or 2) the Property ceases to be used, for a period of nine months, for a CRA approved use (as said use may be approved from time to time, which approval will not be unreasonable withheld) as the same may be amended from time to time. In the event the SELLER exercises its right to reverter as a result of the Property failing to be used for an approved CRA use for a period of nine months, SELLER shall reimburse PURCHASER the fair market value of the property, as determined by an independent third party appraisal. In addition, PURCHASER shall execute a reverter agreement in the form set forth on Exhibit "B".

20. TERMINATION OF AGREEMENT. If the timeline outlined in Section 18.3 above is not strictly met, and PURCHASER has not provided SELLER with a written notification as to the reason explaining that circumstances not under the control of PURCHASER have prevented PURCHASER from meeting the timeline, and SELLER has not agreed in writing to the same, then the Property shall automatically revert back to the SELLER, this Agreement shall be terminated, and SELLER shall be released from any and all obligations under this Agreement. SELLER agrees to work reasonably with PURCHASER in working within the timeframes set forth above, but PURCHASER and SELLER agree that time is of the essence.

21. SELLER'S FIRST RIGHT OF REFUSAL TO PURCHASE PROPERTY. PURCHASER hereby grants SELLER a right of first refusal to purchase the Property in accordance with the terms below:

a. If at any time, PURCHASER receives either a bona fide written offer by a willing third party to purchase all or part of the Property which PURCHASER intends to accept, or a purchase agreement which PURCHASER intends to enter into ("Offer"), PURCHASER shall give written notice to SELLER at the address provided below accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale.

b. Within fifteen (15) business days after receipt of the written notice, SELLER shall have the right to notify PURCHASER that it is exercising its Right of First Refusal and will purchase the Property pursuant to a purchase agreement which incorporates the terms and conditions of the Offer. Notwithstanding the terms of the Offer, however, the purchase price of

the Property shall be confirmed by an independent appraisal agreeable to both the SELLER and the PURCHASER.

c. If SELLER fails to exercise its Right of First Refusal within the time stated above, the Right of First Refusal shall have no more force and effect.

d. Within five (5) days after the effective date (the date of complete execution and delivery of a Purchase Agreement), SELLER shall deposit with PURCHASER ten percent (10%) of the Purchase Price as Earnest Money. If the sale is closed, the Earnest money shall be applied toward the Purchase Price. If SELLER decides not to purchase Property in violation of the Purchase Agreement, PURCHASER shall retain the Earnest Money and shall be free to retain or convey the property in his sole discretion.

e. The parties understand and agree that the intent of this Right of First Refusal retained by SELLER is to ensure the Property is maintained and operated in the manner described in paragraph 2 above and protective of the grants provided in subparagraph 18.2. This provision is not intended and will not be exercised to prevent PURCHASER from subsequently conveying the Property to a third party otherwise meeting the criteria and obligations set forth in this Agreement.

f. The Right of First Refusal as set forth in this Paragraph 21 shall automatically expire three (3) years from the date of the issuance of the Certificate of Occupancy.

22. MISCELLANEOUS.

22.1 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.

22.2 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 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.

22.3 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 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.

22.4 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.

22.5 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.

22.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by CRA and SELLER shall control all printed provisions in conflict therewith.

22.7 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.

22.8 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.

22.9 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the CRA 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.

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

22.11 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 SELLER Property Deed and PURCHASER'S possession of the Property.

22.12 SELLER 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.

22.13 Public Records. SELLER is 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 order to perform the service;
- 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 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.
- e. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If PURCHASER fails to cure the default within seven (7) days' notice from the SELLER the SELLER may terminate the Agreement.
- f. It is the intent of PURCHASER to assign this Agreement, and all the rights and obligations thereunder, to an entity in which PURCHASER maintains a majority interest, to which SELLER hereby approves.

THIS SECTION LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

BUYER

SELLER

LOCAL DEV CO, LLC
AND/OR ASSIGNS;

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____

By: _____

Print Name: _____

Print Name: Jerry Taylor

Title: _____

Title: Chair

Date: _____

Date: _____

Witnesses: _____

Witnesses: _____

Approved as to form and legal sufficiency:



CRA Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

BUYER

LOCAL DEV CO, LLC
AND/OR ASSIGNS;

By: [Signature]
Print Name: Bence Kaplan
Title: CEO
Date: 9/29/15

Witnesses: [Signature]
[Signature]

SELLER

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Print Name: Jerry Taylor
Title: Chair
Date: 9/29/15

Witnesses: [Signature]
[Signature]

Approved as to form and legal sufficiency:

CRA Attorney

Exhibit "A"
Legal Description

Lot 13 & 14, Block 4, ORIGINAL TOWN OF BOYNTON BEACH,
according to the Plat thereof, recorded in Plat Book 1, Page 23, of the
Public Records of Palm Beach County, Florida

PCN #08-43-45-28-03-004-0130

EXHIBIT "B"

REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as _____ of this _____ day of _____, 2015 by and between the Boynton Beach Community Redevelopment Agency (the "SELLER") and Local Dev Co, LLC, having an address of _____ (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 certain Improvements on the Property in accordance with the guidelines and criteria set forth on in the Purchase and Development Agreement.

C. The Deed shall provide that if the PURCHASER does not construct the Improvements as set forth in this Agreement, then the Property shall revert to the SELLER.

D. Further, the Deed shall provide that if the PURCHASER fails to keep the completed facilities operational for any nine month period and/or if the Property is not used for a CRA approved use (the approval of which shall not be unreasonably withheld), the Property shall revert to the SELLER.

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 Improvements in accordance with the terms of the Purchase and Development Agreement attached hereto by no later than September 30 , 2016, (the "Completion Date").

2. In the event the Improvements are not completed by the Completion Date (unless extended pursuant to the terms of the Purchase and Development Agreement), 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 general warranty deed to the Property in form and substance acceptable to the SELLER evidencing the reconveyance of the Property.

3. During the construction of the Improvements, PURCHASER will not place any additional liens or encumbrances on the Property except as consented to by the SELLER. In that regard, the SELLER agrees not to unreasonably withhold its consent to any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of the Improvements. In such an event, the SELLER will enter into a Subordination Agreement in form and satisfactory to such lender. Upon completion of the Improvements satisfactory to the SELLER, the SELLER agrees to issue a letter acknowledging the release of the reverter rights described herein.

4. Following the completion of improvements and issuance of the Certificate of Occupancy, the PURCHASER must ensure the restaurant facilities, or other approved CRA

uses as set forth in Exhibit "C", or as approved by the CRA, remain open for business during normal business hours and for not less than 40 hours a week. Failure to do so for any nine month period shall authorize the SELLER to exercise the reverter provision within the Deed. Should the SELLER exercise this right by providing 30 days written notice to PURCHASER, it will reimburse PURCHASER the fair market value of the property, as determined by an independent third party appraisal. Thereafter, PURCHASER will provide a general warranty deed to the Property in form and substance acceptable to the SELLER evidencing the reconveyance of the Property to SELLER. This reverter provision shall automatically expire ten years from the Effective Date of the Agreement.


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.

Local Dev Co, LLC and/or assigns;

By: 
Print Name: DAVID KAPLAN
Title: CEO

Boynton Beach Community
Redevelopment Agency

By: 
Jerry Taylor, Chair

**LLW****LEWIS
LONGMAN
WALKER**Attorneys at Law
llw-law.com*Reply To: West Palm Beach*

September 20, 2017

Thomas F. Carney, Esquire
Carney Stanton, P.L.
135 S.E. 5th Avenue, Suite 202
Delray Beach, Florida 33483**Re: Boynton Beach Community Redevelopment Agency
s/t to Shovel Ready Projects, LLC**

Dear Mr. Carney:

As you are aware, this Firm represents the Boynton Beach Community Redevelopment Agency ("CRA") with regard to the above referenced transaction. Pursuant to the terms of the Purchase and Development Agreement (having an Effective Date of October 5, 2015) your client had post-closing obligations to timely develop the property. Specifically, the provisions of paragraph 18 of the Agreement set forth a development timeline intended to ensure the timely construction of the project and in turn provide your client certain grant incentives and funding if they are achieved. Please accept this correspondence as notice that the CRA does not believe that these development timelines are being achieved.

While it is understood that a building application was submitted consistent with the Second Addendum of the Agreement, there appears to be no permitting activity since early May, 2017. Note that implicit in the financial incentive and development provisions of the Agreement is a requirement that your client diligently and in good faith respond to all requests for additional information or other inquiries from the City and other regulatory agencies. Please note that failure to do so constitutes a breach under the Agreement allowing my client the opportunity to pursue its available remedies, including the right to exercise its right of reverter as set forth in Paragraph 19 of the Agreement.

JACKSONVILLE245 Riverside Ave., Suite 150
Jacksonville, Florida 32202

T: 904.353.6410

F: 904.353.6410

TALLAHASSEE315 South Calhoun St., Suite 830
Tallahassee, Florida 32301

T: 850.222.5702

F: 850.224.9242

TAMPA BAY101 Riverfront Blvd., Suite 620
Bradenton, Florida 34205

T: 941.708.4040

F: 941.708.4024

WEST PALM BEACH515 North Flagler Dr., Suite 1500
West Palm Beach, Florida 33401

T: 561.640.0820

F: 561.640.8202

Thomas F. Carney, Esquire
September 20, 2017
Page 2

The CRA supports your project and understands the intricacies and potential delays that can occur during the development process – timely completion of this project, however, remains a priority. I look forward to working with you in resolving the above.

Sincerely,



Kenneth Dodge

KWD/jlb

c: Mike Simon, BBCRA
T. Utterback, BBCRA
T. Shutt, BBCRA

The City of Boynton Beach



DEVELOPMENT DEPARTMENT BUILDING DIVISION

100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
TEL: 561-742-6350
FAX: 561-742-6357

www.boynton-beach.org

PLAN REVIEW COMMENTS

PERMIT NUMBER: 16-00004870
APPLICATION DATE: December 5, 2016
APPLICATION TYPE: ADDITION COMM
ADDRESS: 211 E OCEAN AVE BB
OWNER: BOYNTON BEACH CRA
CONTRACTOR: THOMASEVICH CONSTRUCTION INC

Dear Applicant:

We appreciate your recent submittal to the Building Division. Here in the City of Boynton Beach we pride ourselves on providing excellent customer service. **You will find that City Staff are willing and able to assist you in any way possible to facilitate a quick and efficient permitting process.**

Attached below are the comments from our recent review of your submittal that do not meet the minimum code requirements according to the 2014 Florida Building Codes.

At your earliest convenience, please review the comments as outlined by each plan reviewer. If you have a question, need clarification, or would like to discuss alternate solutions to the comments, please contact the individual plan review trades noted below.

Structural: 561-742-6354

Electrical: 561-742-6758

Mechanical/Plumbing: 561-742-6375

Fire: 561-742-6753

Planning & Zoning: 561-742-6260

Engineering: 561-742-6980

As a courtesy to our customers, we do offer face to face appointments with individual or a group of plan reviewers to help expedite the resubmittal of plans and issuance of permits.

In closing, I believe our staff provides a superior level of customer service unmatched by any building department in the County. By partnering with you as the applicant, and working together as a team, we will exhaust any and all possibilities to help you obtain your permit in the fastest and most efficient way possible.

Our team looks forward to working with you on your current and any future projects. If you have any questions or concerns, I can be reached at (561) 742.6350. Thank you.

Shane Kittendorf, CBA, CFM, CRS Coordinator
Building Official

REVISION 000, PLANNING & ZONING REVIEW
Review Date: December 8, 2016
Review Result: NOT APPROVED/SEE COMMENTS
Reviewed By: HATCHER, KATIE

December 8, 2016 2:03:58 PM byb2kdz.
THE BUILDING ELEVATIONS IN THE PERMIT PLANS DO NOT MATCH THE CITY COMMISSION APPROVED BUILDING ELEVATIONS. EXTERIOR MODIFICATIONS TO THE APPROVED BUILDING ELEVATIONS WILL REQUIRE A MINOR SITE PLAN MODIFICATION (MMSP) APPROVAL FROM P&Z PRIOR TO PERMIT. PLEASE CONTACT ED BREESE, PRINCIPAL PLANNER, AT 561-742-6262 FOR DETAILS OF MMSP PROCESS.

REVISION 000, ELECTRICAL REVIEW
Review Date: December 7, 2016
Review Result: NOT APPROVED/SEE COMMENTS
Reviewed By: POPESCU, ADRIAN (CAP)

December 7, 2016 1:15:12 PM byb2cap.
1) MISSING ELECTRICAL PERMIT APPLICATION - FBC 105.1
2) MISSING SIGNED CONTRACT WITH VALUE - FBC 109.3
3) IDENTIFY AVAILABLE FAULT CURRENT AT SECONDARY OF UTILITY TRANSFORMER - NEC 110.9 & 110.10.

REVISION 000, ELECTRICAL REVIEW
Review Date: May 1, 2017
Review Result: NOT APPROVED/SEE COMMENTS
Reviewed By: PICA, ANTHONY

May 1, 2017 2:39:46 PM byb2anp.
NEED ELECTRICAL CONTRACTOR TO SUBMIT PERMIT APPLICATION. HE NEEDS TO INCLUDE HIS SCOPE OF WORK AND COST, THIS IS 2ND REQUEST, FBC 105.1, FS 489

REVISION 000, PLUMBING REVIEW
Review Date: January 19, 2017
Review Result: NOT APPROVED/SEE COMMENTS
Reviewed By: BAKER, JAMES P, CAP

January 19, 2017 2:06:24 PM byb2jpb.

1. Plumbing contractor shall submit plumbing permit application including scope of work and value, 2014 FBC 105.1, 109.3, Florida Statutes 489.

2. Please provide the type of gas piping and piping lengths/dimensions and valves on the isometric and also the criteria for sizing the piping.

REVISION 000, PLUMBING REVIEW

Review Date: April 21, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: BAKER, JAMES P, CAP

April 21, 2017 10:14:01 AM byb2jpb.

Plumbing

Jim Baker 2nd submittal review comments 16 4870

For expeditious review, please provide comment/response letter with next submittal. In other words, repeat each of my comments with your response directly below the comment.

For any revisions to previously submitted drawings or sketches, draw a cloud around the change regardless of whether you are changing the original drawing, or deleting something from it, provide a triangle with a revision number, and document it with a note as to exactly what the revision is on the drawing.

1. Plumbing contractor shall submit plumbing permit application including scope of work and value, 2014 FBC 105.1, 109.3, Florida Statutes 489.

2. Please provide the type of gas piping and piping lengths/dimensions and valves on the isometric and also the criteria for sizing the piping.

This is the second review and these comments were not addressed in a comment/response letter.

REVISION 000, MECHANICAL REVIEW

Review Date: January 19, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: BAKER, JAMES P, CAP

January 19, 2017 1:56:53 PM byb2jpb.

1. Method to be use to comply with C401.2 FBC Energy.

Provide energy calculations.

2. Mechanical contractor shall submit mechanical permit application including scope of work and value, 2014 FBC 105.1, 109.3, Florida Statutes 489.

3. 2014 FMC-SECTION 301.15 Wind resistance.

Mechanical equipment, appliances and supports that are exposed to wind shall be designed and installed to resist the wind pressures determined in accordance with the Florida Building Code. Either provide Florida approval or NOA number cover sheet, installation details and approval letter or provide two original signed and sealed engineered documents for tie down.

The tiedowns shown on your drawings state that they comply with the 2010 FBC and the NOA numbers are illegible. Please provide current valid NOA numbers or provide signed and sealed tie down details for all equipment located outside building.

4. Please clarify what M6.2 is showing?

5. Provide kitchen hood and design for cooking area as required by code.

REVISION 000, MECHANICAL REVIEW
Review Date: April 21, 2017
Review Result: NOT APPROVED/SEE COMMENTS
Reviewed By: BAKER, JAMES P, CAP

April 21, 2017 10:08:08 AM byb2jpb.

Mechanical

Jim Baker 1st submittal review comments 16 4870

For expeditious review, please provide comment/response letter with next submittal. In other words, repeat each of my comments with your response directly below the comment.

For any revisions to previously submitted drawings or sketches, draw a cloud around the change regardless of whether you are changing the original drawing, or deleting something from it, provide a triangle with a revision number, and document it with a note as to exactly what the revision is on the drawing.

1. Mechanical contractor shall submit mechanical permit application including scope of work and value, 2014 FBC 105.1, 109.3, Florida Statutes 489.

2. 2014 FMC-SECTION 301.15 Wind resistance.

Mechanical equipment, appliances and supports that are exposed to wind shall be designed and installed to resist the wind pressures determined in accordance with the Florida Building Code. Either provide Florida approval or NOA number cover sheet, installation details and approval letter or provide two original signed and sealed engineered documents for tie down.

The tiedowns shown on your drawings state that they comply with the 2010 FBC and the NOA numbers are illegible. Please provide current valid NOA numbers or provide signed and sealed tie down details for all equipment located outside

building.

3. Please clarify what M6.2 is showing?

4. Provide kitchen hood and design for cooking area as required by code.

This is the second review and these comments were not addressed in a comment/response letter and seem to have been overlooked except for energy calculations.

REVISION 000, STRUCTURAL REVIEW

Review Date: January 17, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: GREGORCHIK, MIKE

January 17, 2017 7:58:17 AM byb2mjpg.

All reviews are complete reviews based on the information provided please provide a narrative response.

Addressing each item listed below;

Explaining how the item was address and where to locate that information.

Revision to the plans shall be clouded & identified

Thank-you

1)109.3 BBA to FBC 14 & 489.127(4)(c) FS.

A bona fide signed contract required to determined permit value.

2) 1206.1 FBC 14 Existing: Investigation and evaluation report. An historic building undergoing alteration or change of occupancy shall be investigated and evaluated. If it is intended that the building meet the requirements of this chapter, a written report shall be prepared and filed with the building official by a Florida-registered architect or engineer.

3)1803 .1 FBC 14 : A geotechnical investigation is required.

4) Classification of work page A01 Please add to Alteration level 3 that this is also ;

a) Change of occupancy: chapter 10 FBC 14 existing

b) Addition; chapter 11 FBC 10 existing.

5) Provide method to be used to comply with 903.2.1.2 FBC 14 Automatic sprinkler system required.

6) Interior finishes to comply with 801 FBC 14.

7) Access to equipment on roof top. 1509.6.4 FBC 14 .

8) Vertical accessible access to 2nd fl. 202.1.1 Note on plans states no public access but the occupant load is not noted. The 2nd fl. Occupant loads should also be noted on the life safety plan.

9) Please add statement to plans if you will be requiring concrete testing per 26.12.2 ACI 318 Frequency of testing. Testing not required if less than 50 cubic yards 26.12.2 (c).

10) Method to be use to comply with C401.2 FBC Energy .

11) Exterior wall detail Page A82 call for wire lath on masonry with TTY roll on water proofing ? Provide specs detail/wall cut for this application.

12)107.2.1.2 BBA to FBC 14 Additional date required:

a)Signed & sealed truss engineering & layout

b) Doors/windows; Product approvals.

c) Roof covering; Product approval

All submittal shall be stamped review by design professional of recorded.

REVISION 000, STRUCTURAL REVIEW

Review Date: April 21, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: GREGORCHIK, MIKE

April 21, 2017 9:32:26 AM byb2mjpg.

April 19, 2017 9:23:44 AM byb2mjpg.

Permit #16-4870 Review #2nd Submittal # 1

Michael Gregorchik (561)742-6663 gregorchikm@bbfl.us

- All reviews are complete reviews based on the information provided please provide a narrative response.

Addressing each item listed below;

Explaining how the item was address and where to locate that information.

Revision to the plans shall be clouded & identified

Thank-you

107.2.1.2 BBA to FBC 14 Additional data required,

Comments not address from 1st review;

- 1) GC to provide contract. Not in file.
- 2) Structural report you submitted shall be original signed & sealed.
- 3) Geotechnical investigation required.
- 4) Add statement to plans that automatic sprinkler to be permitted separate. Remove General notes 3, 4, & 5 life safety plan. Notes state that if sprinklers are provided.
- 5) Provide details for new roof hatch & product approval.

Will a permanent ladder be installed?

- 6) For clarification, Please provide code sections that allow for vertical access to the 2nd floor not to be required. 201.1.1 (3) FBC 14 accessibility code. Back up by table 1004.1.2 FBC 14. Square footage & occupant load for room 204 not provided

- 7) Item #12 (1st review comment) These items may be submitted after permitting, but before installation. As follows

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them

and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.

April 21, 2017 9:06:35 AM byb2mjg.

REVISION 000, FIRE REVIEW

Review Date: January 4, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: LEJEUNE, JAKE R/FIRE

January 4, 2017 12:59:14 PM byb2jrl2.

FIRE DEPT. 1ST REVIEW

1. PLEASE PROVIDE THE NEAREST FIRE HYDRANT WITHIN THE REQUIRED 200 FEET OF THE FACILITY AS REQUESTED IN DART MEETING ON WATER AND SEWER PLANS.
2. PLEASE PROVIDE PANIC HARDWARE ON ALL REQUIRED EXIT DOORS AND DOORS IN THE MEANS OF EGRESS THAT HAVE A LOCK OR LATCH PER 2012 EDITION OF NFPA 101.
3. PLEASE PROVIDE EXIT SIGNS ON SHEET E2.1 PER 2012 EDITION OF NFPA 101.
4. PLEASE PROVIDE A FIRE EXTINGUISHER ON THE 2ND FLOOR.
5. PLEASE PROVIDE THE TYPE OF GAS PIPING AND PIPING LENGTHS/DIMENSIONS ON THE GAS ISOMETRIC AND ALSO THE TABLES USED FOR SIZING GAS PIPING.
6. PLEASE ACKNOWLEDGE THAT THE HOOD AND FIRE SUPPRESSION SHALL BE DONE UNDER A SEPARATE PERMIT. ALSO, PROVIDE THE

KITCHEN HOOD ON THE EQUIPMENT PLAN.

REVISION 000, FIRE REVIEW

Review Date: April 24, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: LEJEUNE, JAKE R/FIRE

April 24, 2017 7:18:00 AM byb2jrl2.

FIRE DEPT. 2ND REVIEW

1. PREVIOUS COMMENT STILL EXISTS: 1. PLEASE PROVIDE THE NEAREST FIRE HYDRANT WITHIN THE REQUIRED 200 FEET OF THE FACILITY AS REQUESTED IN DART MEETING ON WATER AND SEWER PLANS.
2. PLEASE PROVIDE EXIT SIGNS OVER THE EXITS ON THE ELECTRICAL LIGHTING PLAN.
3. PLEASE PROVIDE THE TYPE OF FUEL GAS PIPING ON THE PLAN TO BE USED, NOT JUST THE TABLE BEING USED.
4. SHEET 4.1 INDICATES THE REFRIGERATOR, SHORTY, K7 WILL BE GAS. PLEASE CORRECT AND INDICATE THE GRIDDLE, K7.1. ALSO, CORRECT THE GAS ISOMETRIC DRAWING WITH K7.1.

REVISION 000, ENGINEERING REVIEW

Review Date: January 25, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: LAFONTANT, FRANTZ

REVISION 000, ENGINEERING REVIEW

Review Date: May 3, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: LAFONTANT, FRANTZ

May 3, 2017 10:43:38 AM byb2fxl.

Conditions of approval items are still not addressed:

- 1) Add note to plan to clarify that the existing concrete

12/8/2017

driveway will be removed and regraded to match existing sidewalk and refer to saw cut detail on Sheet C2.

2)Condition of approval item 2:" to provide a mi of turning radius of 55 ft to dumpster approach" is still not addressed.

3)provide drainage calculation to support the retention storage of the exfiltration trench system.

a) On sheet C-1, revise the drainage flow arrows from uphill directional flow pattern at the west entry drive.(ex. 15.78 to 16.20)

b)show an baffle barrier for the exfiltration trench system with details.

4) pavement marking with signage is required to show ingress-egress access to site.

5) show the alley improvements as per Conditions of Approval item 5.

6) Clarify if guy wire from the SE 1st Street will be relocated and provide copy of the cross access agreement for the westerly lot.

7) Contact Utilities Department directly at 561.742.6400 for questions regarding W/S improvements to the site.

REVISION 000, UTILITIES REVIEW

Review Date: May 3, 2017

Review Result: NOT APPROVED/SEE COMMENTS

Reviewed By: LAFONTANT, FRANTZ

May 3, 2017 11:42:00 AM byb2fxl.

Comply with the Plumbing Plan Reviewer comments prior to the Utilities plan review and/or approval.

ATTACHMENT IV

(M. Simon letter to Shovel Ready Projects, LLC)



December 15, 2017

Steve Labov, Manager
Shovel Ready Projects, LLC
630 North 3rd Street
Philadelphia, PA 19123

RE: 211 E. Ocean Avenue Project, Boynton Beach Florida – Permit Approval Process

Dear Mr. Labov:

At the direction of the Board of the Boynton Beach Community Redevelopment Agency (CRA) given at their December 12, 2017 meeting, this letter is being sent as a formal request for the timely submission of your responses to the architectural and permit review comments as reviewed on November 9, 2017, by your development team and the City's Building Department staff. The CRA Board believes that given the amount of time since the November 9th meeting, expecting submission of these responses to the City by December 21, 2017, is fair and reasonable.

It is our sincere hope that this project will move forward expeditiously under your ownership and is able to benefit from the redevelopment growth occurring within the CRA district.

If we can be of any assistance to you during the permit approval process, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink that reads "Michael Simon".

Michael Simon
Executive Director

cc: Thuy Shut, Assistant Director, Boynton Beach CRA
Tara Duhy, CRA Legal Counsel, Lewis, Longman & Walker, P.A.
Jim Williams, AIA, Principal, AW Architects

ATTACHMENT IV

(Shovel Ready Projects, LLC response letter)



Shovel Ready Projects

630 N. 3rd St, Philadelphia, PA 19123

215.592.7777

www.shovelreadyprojects.us

December 20, 2017

Michael Simon, Executive Director

Boynton Beach CRA

710 N. Federal Highway

Boynton Beach, FL 33435

RE: 211 E. Ocean Avenue Project – Permit Approval Process

Dear Mr. Simon,

Your letter of December 15, 2017 caught us by complete surprise.

We are moving forward as expeditiously as the permitting process in Boynton Beach will allow. Your expectation of our ability to respond does not take into account the magnitude of the issues involved. In fact, we have responded to the items for which responses were possible and appropriate without redesigning the project. It is my understanding that we are waiting for the City's decision as to which of their examiners will be moving forward with this project. I am also awaiting a letter from Jim Williams, our architect, as to what we will need to do to move forward depending on the City's decision. We will, of course, keep you informed as to what is happening with the City and what we will need to do to move forward.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Labov".

Steve Labov

From: [Simon, Michael](#)
To: [Nicklien, Bonnie](#)
Subject: FW: 211 E Ocean Ave
Date: Thursday, January 04, 2018 11:11:37 AM
Attachments: [image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[16-4870 - 211 E Ocean Ave Comments.htm](#)
[image380184.png](#)
[image783213.png](#)
[image455143.png](#)
[image518298.png](#)
[image128365.png](#)
[image425597.png](#)

Michael Simon, C.R.A., LRES
Executive Director
Boynton Beach Community Redevelopment Agency
710 N. Federal Hwy. | Boynton Beach, Florida 33435
☎ 561-600-9091 | 📠 561-737-3258
✉ SimonM@bbfl.us | 🌐 <http://www.catchboynton.com>



America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Kittendorf, Shane
Sent: Thursday, January 4, 2018 9:14 AM
To: Jim Williams <jwilliams@awarchs.com>; Peter, Michael <PeterM@bbfl.us>; Kuntzman, John <KuntzmanJ@bbfl.us>; Stokes, Tia <StokesT@bbfl.us>
Cc: Simon, Michael <SimonM@bbfl.us>; Mack, Andrew <MackA@bbfl.us>
Subject: RE: 211 E Ocean Ave

Good Morning Jim,

I hope you had a good New Year. I have reviewed the plan review teams previous and current comments for 211 E. Ocean ave.

It is my position after review the Michael Peter's review comments needs to be addressed along with the other reviewers comments. Based on my review of the comments there were still outstanding comments from the previous reviewer that Mr. Peter has elaborated upon. Mr. Peter's comments are detailed in a manner to better assist with the your team's review and response for compliance.

I read the engineers letter for the live load conditions and found it in noncompliance to the code. To just post a sign does not meet the intent for code compliance.

Attached are the latest comments for your reference. Please review and address the comments, include a narrative response. All responses need to address the intent of the code. Provide the calculations. Provide the methodology behind your interpretation to compliance of the code.

We will be more than happy to assist with any questions you may have , but first review and come to the table prepared to discuss.

Thank You



Shane Kittendorf
Development / Building Official
Development, Building
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
📞 [561-742-6352](tel:561-742-6352)
✉ KittendorfS@bbfl.us | 🌐 <http://www.boynton-beach.org/>
🐦

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Kittendorf, Shane

Sent: Wednesday, December 20, 2017 7:46 PM

To: Jim Williams <jwilliams@awarchs.com>; Peter, Michael <PeterM@bbfl.us>; Kuntzman, John <KuntzmanJ@bbfl.us>; Stokes, Tia <StokesT@bbfl.us>

Cc: Simon, Michael <SimonM@bbfl.us>; Mack, Andrew <MackA@bbfl.us>

Subject: Re: 211 E Ocean Ave

Hey Jim,
We can talk to tomorrow.

Sent from my Sprint Samsung Galaxy Note5.

----- Original message -----

From: Jim Williams <jwilliams@awarchs.com>
Date: 12/20/17 5:08 PM (GMT-05:00)
To: "Kittendorf, Shane" <KittendorfS@bbfl.us>, "Peter, Michael" <PeterM@bbfl.us>, "Kuntzman, John" <KuntzmanJ@bbfl.us>, "Stokes, Tia" <StokesT@bbfl.us>
Cc: "Simon, Michael" <SimonM@bbfl.us>, "Mack, Andrew" <MackA@bbfl.us>
Subject: RE: 211 E Ocean Ave

Shane,

Following our meetings with all of your reviewers for the above project the only review comments we have questions about are those of Michael Peter. Can you call me to discuss.

James R. Williams, AIA, LEED® AP | Principal

AW Architects

7700 Congress Ave., Suite 1114 | Boca Raton, Florida | 33487

T 561.997.1244 x320 | F 561.997.1675 | C 561.756.6470

jwilliams@awarchs.com | www.awarchs.com

From: Kittendorf, Shane [<mailto:KittendorfS@bbfl.us>]

Sent: Wednesday, December 20, 2017 4:11 PM

To: Jim Williams <jwilliams@awarchs.com>; Peter, Michael <PeterM@bbfl.us>; Kuntzman, John <KuntzmanJ@bbfl.us>; Stokes, Tia <StokesT@bbfl.us>

Cc: Simon, Michael <SimonM@bbfl.us>; Mack, Andrew <MackA@bbfl.us>

Subject: Re: 211 E Ocean Ave






Good Evening Jim,

I just read an email from CRA Director Michael Simon stating you were waiting my response to which plan reviewer to follow.

Please follow the plan review performed by Michael Peter. If you have any questions about his review or disagree with his findings we can talk. If the information provided follows the code intent. Let's address the items, so we can move this project forward.

Thank you

Sent from my Sprint Samsung Galaxy Note5.

Shane Kittendorf
Development / Building Official
Development, Building
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
 [561-742-6352](tel:561-742-6352)
 KittendorfS@bbfl.us |  <http://www.boynton-beach.org/>
 

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

----- Original message -----

From: "Kittendorf, Shane" <KittendorfS@bbfl.us>
Date: 12/7/17 7:13 PM (GMT-05:00)
To: jwilliams@awarchs.com, "Peter, Michael" <PeterM@bbfl.us>, "Kuntzman, John" <KuntzmanJ@bbfl.us>, "Stokes, Tia" <StokesT@bbfl.us>
Subject: 211 E Ocean Ave

Good Evening Jim,

I was wondering how the plans for the 211 E Ocean Ave Project are coming along. Do you have an ETA for the resubmittal of the corrections.

Thanks

Sent from my Sprint Samsung Galaxy Note5.

211 E Ocean Ave

Permit 16-4870

Application Year: 16 AND Application Number: 4870 AND NOT Plan Tracking Step Reviewed by Code: DDM, EXM, LLA, MDS, NSD, SMK, TLS

Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: ELECTRICAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
JMM	10/24/2017	0	C	2	APPROVED		

Plan Tracking Action Agency Description: ENGINEERING

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	10/24/2017	0	H	2	NOT APPROVED/SEE COMMENTS	1.000	November 3, 2017 2:15:38 PM byb2fxl.
						1.001	
						1.002	1) Only a portion of the previous engineering comments are
						1.003	addressed.
						1.004	Comments such as: entrance turning radius, sanitation
						1.005	truck back distance, alley improvements and drainage calcs
						1.006	are still pending.
					1.007	Please correct and resubmit.	

Plan Tracking Action Agency Description: FIRE

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	10/24/2017	0	G	2	NOT APPROVED/SEE COMMENTS	1.000	November 1, 2017 2:21:48 PM byb2mam2.
						1.001	1) Supply a letter of response addressing each comment and
						1.002	identifying the location of the revised information in the
						1.003	drawings or documents.
					1.004	2) A Series- Provide for 6-inch high premises	

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Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: FIRE

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	10/24/2017	0	G	2	NOT APPROVED/SEE COMMENTS		identification
						1.005	numbers at the exterior of the unit. 1-10.12.1
						1.006	3) A Series- Provide notes/details requiring a fire
						1.007	department access box (Knox Box) at the front entry.
						1.008	1-18.2.2.1
						1.009	4) A Series- Provide for the installation of tactile exit
						1.010	signs at each exit door requiring an exit sign.
						1.011	101-7.10.1.3; FBC-A 216.4
						1.012	5) A Series Provide notes and detail for the required sign
						1.013	to be posted for buildings utilizing light-frame truss-type
						1.014	construction. 69A-3.012 F.A.C
						1.015	6) The previous comment regarding the proximity of a fire
						1.016	hydrant to this building remains open. 1-18.3.1 An approved
						1.017	water supply capable of supplying the required fire flow for
						1.018	fire protection shall be provided to all premises upon which
						1.019	facilities, buildings, or portions of buildings are
						1.020	hereafter constructed or moved into the jurisdiction. The

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Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: FIRE

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	10/24/2017	0	G	2	NOT APPROVED/SEE COMMENTS	1.021	approved water supply shall be in accordance with Section
						1.022	18.4. The number and type of fire hydrants and connections
						1.023	to other approved water supplies shall be capable of
						1.024	delivering the required fire flow and shall be provided at
						1.025	approved locations. 1-18.3.1, 18.5.1
						1.026	7) Sheets C-1, PP-1-The proposed site/landscape plan blocks
						1.027	fire department access to the perimeter of the building.
						1.028	Fire department access shall be provided such that any
						1.029	portion of the facility or any portion of an exterior wall
						1.030	of the first story of the building is located not more than
						1.031	150 ft. from fire department access roads as measured by an
						1.032	approved route around the exterior of the building or
						1.033	facility. 1-18.2.3.2.2, 18-2.3.4.1.1
						1.034	8) Sheet C-1- The fire department access road at the alley
						1.035	does not extend to the east side of the building to provide
						1.036	full access to the perimeter

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Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: FIRE

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	10/24/2017	0	G	2	NOT APPROVED/SEE COMMENTS		of the building. Dead-end fire
						1.037	department access roads in excess of 150 ft. in length shall
						1.038	be provided with approved provisions for the fire apparatus
						1.039	to turn around. Or provide for continuation to easterly
						1.040	alley. 1-18.2.3.4.4
						1.041	9) Sheet A04- The plans do not show fire separations between
						1.042	the second floor occupancies and the first floor. Egress
						1.043	from the second floor passes through the first floor
						1.044	occupancy. As such, both floors of the building are
						1.045	regulated as an assembly occupancy. 101-6.1.14
						1.046	10) Sheet A04- Fire sprinklers required. The code analysis
						1.047	describes the building as type IIIB per the Building Code.
						1.048	Sheet 06 does not identify the construction materials of the
						1.049	existing building. If the building complies with the
						1.050	requirements of IIIB, it matches type III (200) in the FFPC.
						1.051	This type of construction is prohibited for a 2-story

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Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: FIRE

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	10/24/2017	0	G	2	NOT APPROVED/SEE COMMENTS	1.052	assembly occupancy unless fire sprinklers are installed.
						1.053	101-12.1.6
						1.054	11) A Series- Fire alarm system required. Sprinkler system
						1.055	supervision and alarms. All valves controlling the water
						1.056	supply for automatic sprinkler systems, pumps, tanks, water
						1.057	levels and temperatures, critical air pressures and
						1.058	waterflow switches on all sprinkler systems shall be
						1.059	electrically supervised by a listed fire alarm control unit.
						1.060	FBC-B 903.4, 903.4.1
						1.061	12) Sheet A04- An occupant load has not been provided for
						1.062	the beer garden building. 101-7.3
						1.063	13) Sheet A04- An emergency light is required in the alcove
						1.064	outside the restrooms. 101-7.9.2
						1.065	14) Details 10/A12, 14/A12, etc.- Steps/stairs in the means
						1.066	of egress with a total change in elevation of 21-inches or
						1.067	less must have treads a minimum of 13-inches in depth.
						1.068	Provide details/sections verifying conformance or

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Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: FIRE

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	10/24/2017	0	G	2	NOT APPROVED/SEE COMMENTS		provide
						1.069	ramps. 101-7.1.7.2.2
						1.070	15) Sheet A04- The square feet indicated for various rooms
						1.071	to determine occupant loads do not appear to match the
						1.072	plans. Identify each occupant load as determined by net or
						1.073	gross per code. Provide dimensions to the exterior of the
						1.074	walls for uses requiring the use of gross areas. Provide a
						1.075	plan with the inside dimensions of each space utilizing net
						1.076	area. Deductions are permitted only for items listed in the
						1.077	definition. Correct occupant loads as applicable.
						1.078	101-3.3.21.2.1, 3.3.21.2.2, 7.3.1.2
						1.079	16) Sheet A04- Note 11 concerning key locks on exterior
						1.080	doors. This is only allowed as permitted in the individual
						1.081	use group chapters. Assembly uses prohibit key locks on
						1.082	other than a single main entry. 101-7.2.1.5.5.1, 12.2.2.2.3
						1.083	17) Sheet A04- The plan shows smokers installed

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Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: FIRE

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	10/24/2017	0	G	2	NOT APPROVED/SEE COMMENTS		adjacent to
						1.084	the roofed porch. Provide product data for the smokers used
						1.085	as the basis of design reflecting their listing by a
						1.086	nationally recognized evaluation laboratory. Provide
						1.087	manufacturers listed installation instructions complying
						1.088	with NFPA 96. Cooking equipment used in fixed, mobile, or
						1.089	temporary concessions, shall comply with this standard.
						1.090	Supply details of hoods, vents and extinguishing systems.
						1.091	1-10.19.7, 11.2.2, 50.2.1.6; 96-4.1.9, 96-14.3

Plan Tracking Action Agency Description: FORESTER

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
KJH	12/06/2016	0	K	0	APPROVED		

Plan Tracking Action Agency Description: HISTORIC

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MWR	11/06/2017	0	I	2	NOT APPROVED/SEE COMMENTS	1.000	November 6, 2017 4:25:50 PM byb2tIs2.
						1.001	1. Please clarify the finish of the exterior wall-mounted

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Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: HISTORIC

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MWR	11/06/2017	0	I	2	NOT APPROVED/SEE COMMENTS	1.002	lights.
						1.003	2. Please clarify how the new access ramp will be attached
						1.004	to the historic structure or confirm it will not be
						1.005	attached.
						1.006	3. Please note the window materials on the First Floor
						1.007	Window Schedule.
						1.008	
						1.009	If you have any questions please contact Michael Rumpf
						1.010	561-742-6261.

Plan Tracking Action Agency Description: MECHANICAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
HHG	10/27/2017	0	E	2	NOT APPROVED/SEE COMMENTS	1.000	October 27, 2017 2:14:59 PM byb2hhg.
						1.001	Permit No: 16-4870
						1.002	Review No: 1 Revision No: 3
						1.003	1- Please provide a response letter that addresses each
						1.004	comments and the response to it, also please address the
						1.005	sheets of which the design was revised if there is any. The
						1.006	response sheet need to be signed and sealed if it contains
1.007	engineering evaluation or						

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Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: MECHANICAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
HHG	10/27/2017	0	E	2	NOT APPROVED/SEE COMMENTS		engineering statement that
						1.008	addresses any design components that is not on the revised
						1.009	plans.(advisory)
						1.010	2- Inquiries may be directed to glassh@bbfl.us.
						1.011	3- The mechanical equipment layout on grade and on the roof
						1.012	lacks coordination between other disciplines. Please
						1.013	identify what equipment is to remain, what is to be
						1.014	demolished, and what is to be provided in this project, and
						1.015	coordinate throughout the project documents. 107.3 BBA to
						1.016	FBC
						1.017	4- There are objects shown on the second floor mechanical
						1.018	plan which are not identified. Please identify that
						1.019	equipment that is mechanical in nature, and detail what
						1.020	scope of work will be executed as part of this project.
						1.021	107.3 BBA to FBC
1.022	5- There are two fans associated with the kitchen						
1.023	ventilation listed in the Air Balance Schedule that are not						

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Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: MECHANICAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
HHG	10/27/2017	0	E	2	NOT APPROVED/SEE COMMENTS	1.024	shown on the drawing. Locate these fans to the plans. 107.3
						1.025	BBA to FBC
						1.026	6- A permanently mounted light fixture and the gypsum board
						1.027	ceiling obstruct access to the roof for maintenance, and no
						1.028	ladder is provided. Access shall not require the use of
						1.029	portable ladders per 2014 FBC-Mechanical 306.5. Please
						1.030	coordinate the access to the roof for maintenance of the
						1.031	roof mounted mechanical equipment.
						1.032	7- The shop drawings for the kitchen ventilation are
						1.033	incomplete. Please provide the equipment schedule, the
						1.034	equipment layout, the duct layout and specifications, and
						1.035	the hoods fire suppression drawings. 107.3 BBA to FBC

Plan Tracking Action Agency Description: PLANNING & ZONING

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
KDZ	04/10/2017	0	B	1	APPROVED		

Plan Tracking Action Agency Description: PLUMBING

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Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: PLUMBING

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
HHG	10/27/2017	0	D	2	NOT APPROVED/SEE COMMENTS	1.000	October 27, 2017 2:13:00 PM byb2hhg.
						1.001	Permit No: 16-4870
						1.002	Review No: 1 Revision No: 3
						1.003	1- Please provide a response letter that addresses each
						1.004	comments and the response to it, also please address the
						1.005	sheets of which the design was revised if there is any. The
						1.006	response sheet need to be signed and sealed if it contains
						1.007	engineering evaluation or engineering statement that
						1.008	addresses any design components that is not on the revised
						1.009	plans.(advisory)
						1.010	2- Inquiries may be directed to glassh@bbfl.us.
						1.011	3- The first floor sanitary plan shows new storm and
						1.012	condensate drain in the new west exterior wall of the
						1.013	kitchen. Please verify this is the intent, and provide
						1.014	details for penetrating the tie beam, the masonry wall below
						1.015	grade, and the concrete footer. 2014 FBC-Plumbing 301.2
1.016	4- The first floor domestic						

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Plan Tracking Action Agency Description: PLUMBING

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HHG	10/27/2017	0	D	2	NOT APPROVED/SEE COMMENTS		water plan calls out a 1-1/2
						1.017	diameter water service, and sheet C-3 lists the proposed
						1.018	water service as 1-1/4. Please coordinate the size of the
						1.019	water service. 107.3 BBA to FBC
						1.020	5- (Advisory) The gas service has not been coordinated with
						1.021	the site utility designer, and is not shown on the civil
						1.022	plans. Please coordinate the gas service. 107.3 BBA to FBC
						1.023	6- The new sanitary drain for the second floor bathroom
						1.024	will require cutting the trusses, or lowering the ceiling.
						1.025	Please coordinate with the other disciplines. 2014
1.026	FBC-Plumbing 301.2						

Plan Tracking Action Agency Description: STRUCTURAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS	1.000	November 1, 2017 1:41:02 PM byb2mhp.
						1.001	Permit No#: 17-4870
						1.002	Review No#: 1 Revision No#:
						1.003	Plans reviewer: Michael H Peter
						1.004	PH: (561) 742 6665 Email:

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Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: STRUCTURAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS		Peterm@bbfl.us
						1.005	
						1.006	1- Please provide a response letter that addresses each
						1.007	comments and the response to it, also please address the
						1.008	sheets of which the design was revised if there is any. The
						1.009	response sheet need to be signed and sealed if it contains
						1.010	engineering evaluation or engineering statement that
						1.011	addresses any design components that is not on the revised
						1.012	plans.(advisory)
						1.013	
						1.014	2- Please provide a properly licensed general contractor to
						1.015	apply for the master permit and properly licensed
						1.016	Electrical, Mechanical, and plumbing contractors to apply
						1.017	for the sub permits as required by the F.S 489.
						1.018	
						1.019	3-Please provide a completed City of Boynton Beach asbestos
						1.020	form and submit with the permit package.
						1.021	
						1.022	3- Please provide a list of

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MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS		deferred submittal. Submittal
						1.023	documents provided as a deferred submittal need to be
						1.024	approved by the engineer of records before submittal.
						1.025	FBC107.3.4.1
						1.026	List of required deferred submittals include;
						1.027	A. Existing wood trusses retro-fitting shop drawing
						1.028	B. Windows and doors product approval
						1.029	C. Commercial kitchen hood or walk-in cooler
						1.030	D. Awning and signs shop drawings
						1.031	E. Wood Trellis
						1.032	F. Outdoor benches shop drawings and attachment details
						1.033	K. Shop drawing for the new wood trusses and the new steel
						1.034	joists.
						1.035	L. Metal roof and composite roof product approval
						1.036	
						1.037	1-Please specify which one of the three methods stated in
						1.038	the Florida existing building code will be used to achieve
						1.039	compliance with the life safety and property conservation.
						1.040	FBCEB 1205.2

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Plan Tracking Action Agency Description: STRUCTURAL

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MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS	1.041	
						1.042	2-Sheet A01 state that work area level III alteration to
						1.043	specify the nature of work. Work area cannot be used as a
						1.044	compliance method for historic building. Please see FBCEB
						1.045	1205.2 for the allowable method of compliance for historic
						1.046	building and clearly specify which method will be used.
						1.047	
						1.048	3-Please provide a complete structural analysis and details
						1.049	for the existing structure that describe the all the
						1.050	structural components (foundations, walls construction, roof
						1.051	construction, and wall to foundation connections, roof to
						1.052	wall connections, and components and cladding) and specify
						1.053	how each of those components will comply with the
						1.054	requirements of chapter 16 of the FBCB. FBCEB 407.1
						1.055	
						1.056	4-Please provide a complete structural analysis that
						1.057	specifies how the structure will meet the specific load

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Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS	1.058	combination of the FNCB chapter 16. FBCEB 407.1
						1.059	
						1.060	5-Sheet A01 state that type of occupancy for the building to
						1.061	be A-1 also Sheet A04 indicate that second story will
						1.062	include storage and business occupancies. Please revise the
						1.063	type of occupancy to mixed use and list all the occupancy
						1.064	classification the building will contain also please specify
						1.065	the method will be used to comply with the mixed use
						1.066	requirements of the FBCB 508.1
						1.067	
						1.068	6-Sheet A01 states that proposed type of construction will
						1.069	be IIIB. The change from IIB construction to type IIIB will
						1.070	require all exterior bearing walls to be at least 2 HR fire
						1.071	rated construction. Please provide information on how this
1.072	level of fire rating will be achieved for the existing house						
1.073	exterior walls, trellis, and the exterior of the covered						

211 E Ocean Ave

Permit 16-4870

Application Year: 16 AND Application Number: 4870 AND NOT Plan Tracking Step Reviewed by Code: DDM, EXM, LLA, MDS, NSD, SMK, TLS

Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: STRUCTURAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS	1.074	porch. FBCB table 601
						1.075	
						1.076	7-Sheet A11 shows the fire separation distance between the
						1.077	edge of the wood trellis to be 5-10 and the side of the
						1.078	trellis is completely open. The maximum area allowed for
						1.079	that side of the trellis is limited to 10% of the area of
						1.080	the wall. Please revise plans accordingly to comply with the
						1.081	percentage of openings based on the FSD of the FBC table
						1.082	705.8
						1.083	
						1.084	8-Please indicate on the plans the FSD between the
						1.085	projection on the wood trellis and the FSD that meets the
						1.086	requirements of the FBCB table 705.2. Combustible
						1.087	projections extending to within 5 feet of the line used to
						1.088	determine the fire separation distance, or located where
						1.089	openings are not permitted, or where protection of some
						1.090	openings is required shall be of at least 1-hour
					1.091	fire-resistance- rated	

211 E Ocean Ave

Permit 16-4870

Application Year: 16 AND Application Number: 4870 AND NOT Plan Tracking Step Reviewed by Code: DDM, EXM, LLA, MDS, NSD, SMK, TLS

Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: STRUCTURAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS		construction. FBCB705.2.3
						1.092	
						1.093	9-The wooden trellis by definition is a structure (see area,
						1.094	building definition) that is located in the same lot with
						1.095	the primary restaurant structure per FBCB 705.3. It is the
						1.096	designer choice to treat them as two separate buildings and
						1.097	the designer has to determine the fire separation line
						1.098	between the two buildings and formulate the compliance based
						1.099	on two buildings on the same lot (percentage of opening and
						1.100	opening protection, and fire resistant rating for both
						1.101	structure will have to be considered) OR consider both of
						1.102	them as one building and at this point the trellis area and
						1.103	occupant load will have to be added to the calculated area
						1.104	and occupant load for the primary building. FBCB 705.3
						1.105	
						1.106	10-Occupant load calculation need to be revised to account

211 E Ocean Ave

Permit 16-4870

Application Year: 16 AND Application Number: 4870 AND NOT Plan Tracking Step Reviewed by Code: DDM, EXM, LLA, MDS, NSD, SMK, TLS

Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: STRUCTURAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS	1.107	for the occupant load for the trellis since it is standalone
						1.108	occupancy intended to be used as A-2 occupancy as required
						1.109	by the FBCB 1004.5
						1.110	
						1.111	11-After revising the calculations and adding the addition
						1.112	area for the trellis then the total area will exceed
						1.113	5000SQ.FT total for the building also the building contain
						1.114	one fire area that is spread between two stories. An
						1.115	automatic sprinkler system shall be provided for Group A-2
						1.116	occupancies where the fire area exceeds 5,000 square feet or
						1.117	where the fire area has an occupant load of 100 or more.
						1.118	FBCB 903.2.1.2
						1.119	
						1.120	12-Interior exit access stairway from the second story to
1.121	the first story shall be enclosed in accordance with the						
1.122	provisions of FBCB Section 1009.3.1 as required by the FBCB						
1.123	1009.3						
1.124	(Although section 407.3 of						

211 E Ocean Ave

Permit 16-4870

Application Year: 16 AND Application Number: 4870 AND NOT Plan Tracking Step Reviewed by Code: DDM, EXM, LLA, MDS, NSD, SMK, TLS

Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: STRUCTURAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS		the FBCEB state that existing
						1.125	stairway does not have to comply with stairway requirements
						1.126	of the FBC 1009 this section applies solely when the slope
						1.127	or the space does not permit the reduction AND this section
						1.128	is only applicable to the dimensional requirements of the
						1.129	FBCB 1009, therefore this section does not relieve the
						1.130	requirements for stairway enclosure compliance)
						1.131	
						1.132	13-Since per the FBCB 3 restaurants and their associated
						1.133	kitchen are considered A-2 occupancies. The minimum live
						1.134	load requirement for either business or assembly occupancies
						1.135	is 100 LB. The statement made by the engineer stated that
						1.136	suggested live load for the floor to be 40LB. Existing
						1.137	structure must at minimum meet the load combinations of the
						1.138	chapter 16 of the FBCB. FBCEB 407.1
						1.139	

211 E Ocean Ave

Permit 16-4870

Application Year: 16 AND Application Number: 4870 AND NOT Plan Tracking Step Reviewed by Code: DDM, EXM, LLA, MDS, NSD, SMK, TLS

Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: STRUCTURAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS	1.140	14-Sheet A04 shows that kitchen counter facing room 108 is
						1.141	protruding more than 4 inches into the walking surface in
						1.142	violation of FBCB 1003.3.3
						1.143	
						1.144	15-Sheet A04 landing for exterior exit door #D shall have a
						1.145	length measured in the direction of travel of not less than
						1.146	44 inches as required by FBCB 1008.1.6
						1.147	
						1.148	16-Please provide soil investigation report signed and
						1.149	sealed by a design professional as required by the FBCB
						1.150	1803.6
						1.151	
						1.152	17-Please provide a provision on how the foundation of the
						1.153	existing house will be protected during the excavations for
						1.154	the new foundation as required by the FBCB 1804.1
						1.155	
						1.156	18-Sheet S-1.0 please provide the location of the filled
1.157	cells for the new masonry						

211 E Ocean Ave

Permit 16-4870

Application Year: 16 AND Application Number: 4870 AND NOT Plan Tracking Step Reviewed by Code: DDM, EXM, LLA, MDS, NSD, SMK, TLS

Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: STRUCTURAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
MHP	11/01/2017	0	F	2	NOT APPROVED/SEE COMMENTS		walls also the required filled
						1.158	cells around openings and building corners. FBCB 107.2.1
						1.159	
						1.160	19-Please provide roof trusses, and steel joists uplift
						1.161	calculations that shows the calculated F1, F2, and F3 values
						1.162	as required by the FBCB 2207.1 and
						1.163	
						1.164	20-Please provide wind load calculations for components and
						1.165	cladding for areas Pa, P2, P3, P4, and P5. FBCB 1609.1
						1.166	
						1.167	21-Please provide site plan that shows the accessible
						1.168	parking spots and the accessible route from the site arrival
						1.169	point all the way to the accessible features of the building
						1.170	as required by the FAC
						1.171	
						1.172	22-Please provide a completed signed and sealed special
						1.173	inspector form to do the inspection on the steel joists as
						1.174	required by the amended chapter 110.1

211 E Ocean Ave

Permit 16-4870

Application Year: 16 AND Application Number: 4870 AND NOT Plan Tracking Step Reviewed by Code: DDM, EXM, LLA, MDS, NSD, SMK, TLS

Plan Tracking Step In Date: Ascending order

Application Year: 16

Application Number: 4870

Application Type Description: ADDITION COMM

Plan Tracking Action Agency Description: SUBMITTAL

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	12/05/2016	0	A	0	NOT APPROVED/SEE COMMENTS	1.000	December 5, 2016 12:18:42 PM byb2mds.
							November 3, 2017 1:41:44 PM byb2jmm.
						1.001	NEED SUB APPS, NEED CONTRACT NEED APPLICATION FOR ELECTRICAL AND LOW VOLTAGE.

Plan Tracking Action Agency Description: UTILITIES

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform	
	10/24/2017	0	J	2	NOT APPROVED/SEE COMMENTS	1.000	November 3, 2017 2:20:18 PM byb2fxl.	
							1.001	
							1.002	See engineering comments.

Plan Tracking Action Agency Description:

Plan Tracking Step Reviewed by Code	Plan Tracking Step In Date ▲	Plan Tracking Action Revision Number	Plan Tracking Action Path	Plan Tracking Action Step	Plan Tracking Action Type Description	Plan Tracking Detail Comment Sequence	Plan Tracking Detail Comment Freeform
	12/05/2016						
	11/17/2017						
DCD	12/05/2016						

Simon, Michael

From: Kuntzman, John
Sent: Tuesday, February 6, 2018 5:04 PM
To: Simon, Michael; Mack, Andrew; Kittendorf, Shane
Cc: Grissom, Patsy; Shutt, Thuy; Utterback, Theresa
Subject: RE: Status of 211 & 480 East Ocean Avenue

Simon,

The 211 E Ocean project, permit 17-3494, the comments were sent out 11/17/17 no resubmittals at this time.

480 E Ocean Ave project, permit 17-4650, the roof comments by P&Z were sent 12/12/17 no resubmittals at this time.
Permit 16-3650, the TCO was extended for 30 days from today's date.
A revision to remove the Salamander is required
A revision to restore the suppression system to its original configuration will be required as well.
When the contractor submits this information please notify me so I can expedite the reviews.

I also told him to review all the TCO requirements and have the contractor verify all of the items are complete prior to scheduling all the finals.



John Kuntzman
Deputy Building Official
Development, Building
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
☎ 561-742-6376
✉ KuntzmanJ@bbfl.us | 🌐 <http://www.boynton-beach.org/>
🐦

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Simon, Michael
Sent: Monday, February 05, 2018 11:52 AM
To: Mack, Andrew; Kittendorf, Shane
Cc: Grissom, Patsy; Shutt, Thuy; Utterback, Theresa; Kuntzman, John
Subject: Status of 211 & 480 East Ocean Avenue

Hello Andrew and Shane:



CRA BOARD MEETING OF: February 13, 2018

OLD BUSINESS

AGENDA ITEM: 13.G.

SUBJECT:

Project Update for 480 E. Ocean Avenue

SUMMARY:

BACKGROUND:

On December 2, 2015 the CRA entered into a Purchase and Development Agreement with Ocean Avenue Pride, LLC for the property located at 480 E. Ocean Avenue. On September 13, 2016 the CRA and Ocean Avenue Pride, LLC executed the First Addendum specifying that construction of the project was to be completed and a Certificate of Completion was to be issued no later than August 27, 2017 (see Attachment I).

Earlier last fiscal year, at the July 11, 2017 CRA Board meeting, Ocean Avenue Pride, LLC, was granted an extension to receive a Certificate of Completion to no later than September 30, 2017 (see Attachment II).

At the September 29, 2017 CRA Board meeting, Ocean Avenue Pride, LLC, the owner/developer of 480 E. Ocean Avenue requested an amendment to the original Purchase and Development Agreement, as amended, to extend their completion date 90 days from September 30, 2017. The CRA approved a 60 day extension to receive a Certificate of Completion to no later than November 30, 2017 (see Attachment III).

CURRENT STATUS

In accordance with the Purchase and Development Agreement, Ocean Avenue Pride, LLC has already completed the following requirements:

- The permit application for the project was submitted on August 25, 2016.
- The construction permit for the project was issued on February 3, 2017.
- Temporary/Partial Certificate of Occupancy was issued by the City of Boynton Beach on November 30, 2017.
- The Temporary/Partial Certificate of Occupancy was extended with conditions for an additional 30 days from February 6, 2018 (see Attachment IV).
- CRA staff requested a letter be sent from our legal counsel to the Owner's legal counsel reminding them of their obligation and requirement to obtain a Final Certificate of

Occupancy, sent February 6, 2018 (see Attachment V).

FISCAL IMPACT:

N/A

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan - Downtown District (pg 81 -92)

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

To be determined after further discussion with CRA staff and legal counsel

ATTACHMENTS:

Description

- ▣ **Attachment I - 1st Addendum, P & D Agreement**
- ▣ **Attachment II - 2nd and 3rd Addenda**
- ▣ **Attachment III - Temporary/Partial Certificate of Occupancy**
- ▣ **Attachment IV - Project status email from Deputy Building Official**
- ▣ **Attachment V - LLW letter to Property Owner, February 6, 2018**

Contract Addendum

Re: Seller(s): Boynton Beach Community Redevelopment Agency
Buyer(s): Ocean Avenue Pride, LLC
Property: 480 E. Ocean Avenue, Boynton Beach, Florida

The parties hereby agree to amend said contract as follows:

1. Paragraph 18.3(b) is hereby amended to read as "Submission of Construction Permit to the City of Boynton Beach shall occur on or before August 26, 2016".
2. Paragraph 18.3(c) is hereby amended to read as "Commencement of construction shall occur within five (5) days of the issuance of the construction permit".
3. Paragraph 18.3(d) is hereby amended to read as "Certificate of Completion to be provided within 180 days of the issuance of the construction permit".

Addendum supersedes contract: The provisions of this addendum are made a part of the subject contract and shall supersede, govern and control all contract provisions in conflict therewith. An electronic copy ("email") copy of the Contract or this addendum and any signatures hereon shall be considered for all purposes as originals. This contract and/or addendum may be executed in several counterparts, each of which shall be construed as an original, but all of which shall constitute one instrument. References herein to "Seller" and "Buyer" shall include singular or plural as context so requires or admits.

Boynton Beach Community Redevelopment Agency

By:  _____

Printed Name: Steven B. Grant, Mayor

Date: 9/10/16 _____

Ocean Avenue Pride, LLC

By:  _____

Printed Name: Richard Lucibella

Date: 16 August 2016 _____

Sun Aug 29, 2016 12:05:44 PM EDT

File Edit Commands Help

SUNSHINE PUBLIC SECTOR
NewLine

Application 16-000036

- Bonds
- Contractor escrow
- Fees
- Global balance due
- Inspection history
- Miscellaneous info
- Names
- Permits
- Plan tracking
- Receipts
- Square footage cal
- Structures
- Valuation calculati

Property Information

Address: 498 E OCEAN AVE
BOYNTON BEACH, FL 33435

Location ID: 14479

Owner name: OCEAN AVENUE PRIDE, LLC

PCN: 08-48-45-28-03-008-0010

Lot Number: LOTS 1 & 2, BLK 2

Zoning: CBD CENTRAL BUSINESS DIST

Application Information

Application desc: NEW ADDITION FOR RESTAURANT

Application status: IN PLAN CHECK

Status Date: 8/25/2016

Application type: ADDITION COMM

Application date: 8/25/2016

Tenant name/number: OCEAN AVENUE PRIDE LLC

Valuation: 197000

Square footage: 432

Contractor Information

Contractor Name: MONARCH CONSTRUCTION OF S FLA

Contractor Number: 14240

Type: ST CERT GENERAL

Status: ACTIVE

Contractor Requirements: Dec Number

BUSINESS TAX RECEIPT: DEC

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number
BEAM/COLUMN			
CEILING GRID			
DOOR WINDOW IN			
DRYWALL SCREEN			

Work Description

Code	Description	Quantity

CO Information

Str/seq	CO Issue Date	Status	Description

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Documents

Screen detail print cancelled

S: Aug 29, 2016 12:08:22 PM EDT

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SUMMARY PUBLIC SECTOR
NewLine

Application 16-00003650

- Bonds
- Contractor escrow
- Fees
- Global balance due
- Inspection history
- Miscellaneous Information
- Names
- Permits
- Plan tracking
- Receipts
- Square footage calculation
- Structures
- Valuation calculations

Property Information

Address: 480 E OCEAN AVE
BOYNTON BEACH, FL 33435

Location ID: 14476

Owner name: OCEAN AVENUE PRIDE, LLC

PCN: 00-43-45-28-03-000-0010

Lot Number: LOTS 1 & 2, BLK. B

Zoning: CPO CENTRAL BUSINESS DIST

Application Information

Application desc: NEW ADDITION FOR RESTAURANT

Application status: IN PLAN CHECK

Status Date: 8/25/2016

Application type: ADDITION COMM

Application date: 8/25/2016

Tenant name/number: OCEAN AVENUE PRIDE LLC

Valuation: 197900

Square footage: 432

Contractor Information

Contractor Name: MONARCH CONSTRUCTION OF S FLA

Contractor Number: 14340

Type: ST CERT GENERAL

Status: ACTIVE

Contractor Requirements Doc Number

BUSINESS TAX RECEIPT FRC

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number
BEAM/COLUMN			
CEILING GRID			
DOOR WINDOW IN			
DRYWALL SCREEN			

Work Description

Work Description	CO Information					
SUBMITTAL		A	Y	8/25/2016	8/26/2016	8/25/2016
PLANNING & ZONING		B	Y	8/25/2016	9/22/2016	
ELECTRICAL		C	Y	8/26/2016	9/22/2016	8/26/2016
PLUMBING		D	Y	8/25/2016	9/22/2016	
MECHANICAL		E	Y	8/25/2016	9/22/2016	
STRUCTURAL		F	Y	8/25/2016	9/22/2016	
FIRE		G	Y	8/25/2016	9/22/2016	
ENGINEERING		H	Y	8/25/2016	9/22/2016	
CALLED FOR COMMENTS		N	Y	8/25/2016	9/22/2016	
COMMENTS PICKED UP		O	Y	8/25/2016	9/22/2016	
READY FOR PICK-UP		Z	Y	8/25/2016	9/22/2016	

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Land Inquiry

Documents

Aug 29, 2016 12:04:50 PM EDT

File Edit Commands Help

SUNSHINE PUBLIC SECTOR
NavLine

- Application 16-00003650
- Bonds
- Contractor escrow
- Fees
- Global balance due
- Inspection history
- Miscellaneous informati
- Names
- Permits
- Plan tracking
- Receipts
- Square footage calculat
- Structures
- Valuation calculations

Property Information

Address: 480 E OCEAN AVE
BOYNTON BEACH, FL 33435

Location ID: 14470

Owner name: OCEAN AVENUE PRIDE, LLC
PCN: 66-43-45-28-03-668-8016

Lot Number: LOTS 1 & 2, BLK 8
Zoning: CRD CENTRAL BUSINESS DIST

Application Information

Application desc: NEW ADDITION FOR RESTAURANT
Application status: IN PLAN CHECK
Status Date: 8/25/2016
Application type: ADDITION COMM
Application date: 8/25/2016
Tenant name/number: OCEAN AVENUE PRIDE LLC
Valuation: 167900
Square footage: 432

Contractor Information

Contractor Name: MONARCH CONSTRUCTION OF S FL
Contractor Number: 14340
Type: ST CERT GENERAL
Status: ACTIVE
Contractor Requirements: Doc Number

BUSINESS TAX RECEIPT: PBC

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number
Q BEAM/COLUMN			
Q CEILING GRID			
Q DOOR WINDOW IN			
Q DRYWALL SCREEN			

Work Description

CO Information	Amount	Balance
8/25/16	0366672	BYB2SMK
	CK	4769.94
	Total	4769.94
		.00

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Lead Inquiry

Documents

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 (hereinafter "SELLER") and OCEAN AVENUE PRIDE, LLC., a Florida limited liability company, whose address is 2240 Woolbright Road, Suite 317, Boynton Beach, FL 33426 (hereinafter "PURCHASER").

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 Property which consists of one parcel and an approximately 1,000 sq. ft. structure located in Palm Beach County, Florida at 480 E. Ocean Avenue, Boynton Beach, FL (the "Property") and more particularly described as follows:

See Attached Exhibit "A".

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be THREE HUNDRED THIRTY-FIVE AND 00/100 (\$335,000.00). The parties agree that SELLER is conveying the Property to PURCHASER for the construction of a full service restaurant serving alcoholic beverages and having live entertainment. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSIT. PURCHASER has deposited THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 100/00 (\$335,000.00) with the SELLER'S escrow agent Lewis, Longman and Walker, P.A. It is understood by the parties that ten (10) percent of same shall constitute the Purchaser's deposit.

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 the Agreement. However, no party shall execute the Agreement any later than one week after the first executing party or the Agreement shall become null and void.

5. CLOSING. The purchase and sale transaction contemplated herein shall close within two weeks of SELLER's submission to the City of its Major Site Plan Modification or Construction Permit Application whichever is sooner for the restaurant (the "Closing"), unless extended by other provisions of this Agreement or by written agreement, signed by both parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by 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. INVESTIGATION OF THE PROPERTY. During the term of this Agreement ("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 investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to terminate this contract and receive back all funds held in escrow. 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 in 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 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. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

7.1 Seller's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: 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, if any.

7.2 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. 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 "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 diligently and in good faith undertake all necessary activities to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable 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 and the Closing for one additional thirty (30) day period, 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.

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 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.

7.3 Survey Review. PURCHASER, at PURCHASER'S expense, may 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 7.2 concerning title objections.

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. PROPERTY is being purchased in as is condition. SELLER makes no warranty about the condition of the structure or any of the appurtenances on the Property. PURCHASER understands that the Property is in need of major renovation in order to be utilized as a full-service restaurant

8.3 Pending Proceedings. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, 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.

9. 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:

9.1 Deed. A 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 an 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, 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 SELLER 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. Taxes for the Property shall be prorated through 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.

10.2 Closing Costs. SELLER shall pay for documentary stamps on the deed, recording the deed and all general closing expenses (settlement fee, courier fees, overnight packages, etc.).

10.3 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 designated by SELLER, 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.

10.4 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.

11.1 Seller's Representations and Warranties. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

11.2 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.

11.3 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. 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, 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, but not otherwise.

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 neither Party shall have any further rights hereunder.

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 fifteen (15) 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, such extension shall not be unreasonably withheld. 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 12 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: Boynton Beach Community Redevelopment Agency
Executive Director, Vivian L. Brooks
710 N. Federal Highway
Boynton Beach, Florida 33435

With a copy to: Tara Duhy, Esq.
Lewis, Longman & Walker, P.A.
1700 Palm Beach Lakes Boulevard, Suite 1000
West Palm Beach, Florida 33401

If to Buyer: OCEAN AVENUE PRIDE, LLC
a Florida limited liability company
2240 Woolbright Road, Suite 317
Boynton Beach, FL 33426

With a copy to: Kenneth M. Kaleel, Esq.
Kaleel & Crozier
54 NE 4th Ave.
Delray Beach, FL 33483

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 may not assign this Agreement to any other party without the prior written approval of SELLER.

15. 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 the parties shall have no further obligations under this agreement, or PURCHASER may accept the Property without any reduction in the value of the Property.

16. BROKER FEES. The PURCHASER hereby confirms that it has dealt with Prakas & Co. as broker in connection with the transaction contemplated by this Agreement and shall be responsible for paying Prakas & Co. a five percent (5%) commission on the purchase price at the closing of the Property.

17. 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.

18. DEVELOPMENT AND SALE OF THE PROPERTY. SELLER and PURCHASER acknowledge that the Property is being sold to PURCHASER for the sole purpose of developing a full service restaurant.

18.1 SELLER Design Approval. The PURCHASER agrees that the SELLER shall have the right to approve of the design of the building and site as a condition of this PURCHASE AND SALE AGREEMENT. PURCHASER shall submit plans to the SELLER for review. SELLER shall provide comments to PURCHASER at its next regularly scheduled Board meeting.

18.2 Economic Development Grant Incentives and Funding. The SELLER shall provide the PURCHASER with Boynton Beach Community Redevelopment Agency Economic Development Grants if needed, to induce the enhancement and/or expansion of the restaurant, including but not limited to the following:

- a. Commercial Façade Grant in the amount of \$25,000. To be paid on a reimbursement basis with a \$25,000 match required by the PURCHASER
- b. Commercial Construction Project Incentive Program – Reimbursement of 3.3% permit fee dependent on actual project cost, not to exceed \$66,000. To be paid on a reimbursement basis.

- c. Interior Build-Out Grant - \$45,000. To be paid on a reimbursement basis with a \$45,000 match required by the PURCHASER.

SELLER hereby agrees that PURCHASER is not required to apply for and fill out all CRA program forms applicable to each Economic Development Grant program. However, all of the rules of the grant programs must be adhered to. If the CRA Economic Development Grant programs change from the time of this Agreement and the time that the Seller accesses the Economic Development Grant funding, the funding amounts shall remain as stated above.

18.3 Development Timeline. In order to ensure that the public purpose is being met, the following events must be documented in writing and provided to the SELLER upon completion of each. Time is calculated from the Effective Date.

- a. Submission of Major Site Plan documents to the City of Boynton Beach within One Hundred Twenty (120) days of Effective Date (if applicable).
- b. Submission of Construction Permit to the City of Boynton Beach within One Hundred Fifty (150) days of Effective Date.
- c.. Commencement of construction within Two Hundred Ten (210) days of Effective Date.
- d. Certificate of Completion to be provided within Three Hundred Sixty (360) days of Effective Date.

Provided PURCHASER diligently pursues any permits or approvals, PURCHASER shall have the right to reasonably extend the time frame herein.

19. PROPERTY REVERTER CLAUSE. The deed of conveyance shall contain a reverter clause whereby the Property shall be reconveyed to SELLER should PURCHASER default in not timely constructing the restaurant per Section 18.3 excepting Section 15 whereby both parties may agree to extend the time to construct the restaurant due to circumstances beyond the PURCHASERS control. The Reverter Clause shall terminate upon the Purchaser obtaining a Certificate of Occupancy for the restaurant. In the event the Seller exercises its right to reverter, SELLER shall reimburse PURCHASER the Purchase Price set forth in paragraph 2 above.

20. SELLER'S FIRST RIGHT OF REFUSAL TO PURCHASE PROPERTY. PURCHASER hereby grants SELLER a right of first refusal to purchase the Property in accordance with the terms below:

- a. If at any time, PURCHASER receives either a bona fide written offer by a willing third party to purchase all or part of the Property which PURCHASER intends to accept, or a purchase agreement which PURCHASER intends to enter into ("Offer"), PURCHASER shall give written notice to SELLER at the address provided below accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale.

b. Within fifteen (15) business days after receipt of the written notice, SELLER shall have the right to notify PURCHASER that it is exercising its Right of First Refusal and will purchase the Property pursuant to a purchase agreement which incorporates the terms and conditions of the Offer. Notwithstanding the terms of the Offer, however, the purchase price of the Property shall be confirmed by an independent appraisal agreeable to both the SELLER and the PURCHASER.

c. If SELLER fails to exercise its Right of First Refusal within the time stated above, the Right of First Refusal shall have no more force and effect.

d. Within five (5) days after the effective date (the date of complete execution and delivery of a Purchase Agreement), SELLER shall deposit with PURCHASER ten percent (10%) of the Purchase Price as Earnest Money. If the sale is closed, the Earnest money shall be applied toward the Purchase Price. If SELLER decides not to purchase Property or this Right of First Refusal expires unexercised after thirty (30) days, PURCHASER shall retain the Earnest Money.

e. The parties understand and agree that the intent of this Right of First Refusal retained by SELLER is to ensure the Property is maintained and operated in the manner described in paragraph 2 above and protective of the grants provided in subparagraph 18.2. This provision is not intended and will not be exercised to prevent PURCHASER from subsequently conveying the Property to a third party otherwise meeting the criteria and obligations set forth in this Agreement.

f. Seller's Right of First Refusal shall automatically terminate three (3) years from the date PURCHASER obtains its Certificate of Completion (as described in Section 18.3 above).

21. MISCELLANEOUS.

21.1 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.

21.2 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 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.

21.3 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 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.

21.4 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.

21.5 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.

21.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by CRA and SELLER shall control all printed provisions in conflict therewith.

21.7 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.

21.8 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.

21.9 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the CRA 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.

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

21.11 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 SELLER Property Deed and PURCHASER'S possession of the Property.

21.12 SELLER 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.

21.13 Public Records. SELLER is public agency subject to Chapter 119, Florida Statutes. To the extent required by law, The PURCHASER shall comply with Florida's Public Records Law.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

BUYER

OCEAN AVENUE PRIDE, LLC
BY: PALADIN, INC., a Florida Corp.,
As Manager of Ocean Avenue Pride, LLC

By: [Signature]
Print Name: Richard Lucibella
Title: President
Date: 11 November 2015

Witnesses: [Signature]
[Signature]

Approved as to form and legal sufficiency:

[Signature]
CRA Attorney

SELLER

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Print Name: Jerry Taylor
Title: Chair
Date: 12-2-15

Witnesses: [Signature]
[Signature]

Exhibit "A"
Legal Description

Lot 1 and 2, Block 8, BOYNTON, according to the Plat thereof, recorded in Plat Book 1, Page 23, Public Records of Palm Beach County, Florida

PCN #08-43-45-28-03-008-0010

EXHIBIT "B"

REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as _____ of this _____ day of _____, 2015 by and between the Boynton Beach Community Redevelopment Agency (the "SELLER") and OCEAN AVENUE PRIDE, LLC a Florida limited liability company, having an address of 2240 Woolbright Road, Suite 317, Boynton Beach, FL 33426 (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 certain Improvements on the Property in accordance with the guidelines and criteria set forth on in the Purchase and Development Agreement.

C. The Deed provides that if the PURCHASER does not construct the Improvements as set forth in this Agreement, then the Property shall revert to the SELLER.

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 Improvements in accordance with the terms of the Purchase and Development Agreement attached hereto by no later than December 31, 2015 (the "Completion Date").

2. In the event the Improvements are not completed by the Completion Date, the Property shall revert to and thereafter become fee simple real estate owned by the SELLER. Upon the request of the SELLER, the PURCHASER will provide a general warranty deed to the Property in form and substance acceptable to the SELLER evidencing the reconveyance of the Property.

3. During the construction of the Improvements, PURCHASER will not place any additional liens or encumbrances on the Property except as consented to by the SELLER. In that regard, the SELLER agrees not to unreasonably withhold its consent to any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of the Improvements. In such an event, the SELLER will enter into a Subordination Agreement in form and satisfactory to such lender. Upon completion of

the Improvements satisfactory to the SELLER, the SELLER agrees to issue a 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.

OCEAN AVENUE PRIDE, LLC
a Florida limited liability company
BY: Paladin, Inc., a Florida corporation
As Manager of Ocean Ave Pride, LLC

By: 
Print Name: Richard Lucibella
Title: President

Boynton Beach Community
Redevelopment Agency

By: 
Jerry Taylor, Chair
Executive Director

Third Contract Addendum

Re: Seller(s): Boynton Beach Community Redevelopment Agency
Buyer(s): Ocean Avenue Pride, LLC
Property: 480 E. Ocean Avenue, Boynton Beach, Florida

The parties hereby agree to amend said contract as follows:

1. Paragraph 18.3(d) is hereby amended to read as "Certificate of Completion to be provided on or before November 29, 2017."

Addendum supersedes contract: The provisions of this addendum are made a part of the subject contract and shall supersede, govern and control all contract provisions in conflict therewith. An electronic copy ("email") copy of the Contract or this addendum and any signatures hereon shall be considered for all purposes as originals. This contract and/or addendum may be executed in several counterparts, each of which shall be construed as an original, but all of which shall constitute one instrument. References herein to "Seller" and "Buyer" shall include singular or plural as context so requires or admits.

Boynton Beach Community Redevelopment Agency

By:  _____

Printed Name: Steven B. Grant, Chair

Date: September 27 2017

Ocean Avenue Pride, LLC

By:  _____

Printed Name: Richard Lucibella

Date: 17 Oct 2017

Second Contract Addendum

Re: Seller(s): Boynton Beach Community Redevelopment Agency
Buyer(s): Ocean Avenue Pride, LLC
Property: 480 E. Ocean Avenue, Boynton Beach, Florida

The parties hereby agree to amend said contract as follows:

1. Paragraph 18.3(d) is hereby amended to read as "Certificate of Completion to be provided on or before September 30, 2017."

Addendum supersedes contract: The provisions of this addendum are made a part of the subject contract and shall supersede, govern and control all contract provisions in conflict therewith. An electronic copy ("email") copy of the Contract or this addendum and any signatures hereon shall be considered for all purposes as originals. This contract and/or addendum may be executed in several counterparts, each of which shall be construed as an original, but all of which shall constitute one instrument. References herein to "Seller" and "Buyer" shall include singular or plural as context so requires or admits.

Boynton Beach Community Redevelopment Agency

By:  _____

Printed Name: Steven B. Grant, Chair

Date:  _____

Ocean Avenue Pride, LLC

By:  _____

Printed Name: Richard Lucibella

Date: 12 July 2017 _____



CITY OF BOYNTON BEACH
DEVELOPMENT DEPARTMENT | BUILDING DIVISION
100 East Boynton Beach Boulevard • Boynton Beach, FL 33425 • (561) 742-6350 • Fax 742-6357

TEMPORARY/PARTIAL
CERTIFICATE OF OCCUPANCY

Project: OCEAN AVENUE PRIDE LLC

Permit: 16-00003650

By this Temporary/Partial Certificate of Occupancy,
permission is hereby given to occupy the building or portion of the building
identified by the address

480 E OCEAN AVE

BB

for a period of **thirty (30) days** beginning November 30, 2017, in accordance with the
stipulations stated in the Application for Temporary/Partial Certificate of Occupancy.

A handwritten signature in blue ink, appearing to be "SMA", written over a horizontal line.

Building Official or Representative

The following conditions must be satisfied prior to the issuance of an unconditional
Certificate of Occupancy:

1. ALL COMMENTS PENDING

Simon, Michael

From: Kuntzman, John
Sent: Tuesday, February 6, 2018 5:04 PM
To: Simon, Michael; Mack, Andrew; Kittendorf, Shane
Cc: Grissom, Patsy; Shutt, Thuy; Utterback, Theresa
Subject: RE: Status of 211 & 480 East Ocean Avenue

Simon,

The 211 E Ocean project, permit 17-3494, the comments were sent out 11/17/17 no resubmittals at this time.

480 E Ocean Ave project, permit 17-4650, the roof comments by P&Z were sent 12/12/17 no resubmittals at this time. Permit 16-3650, the TCO was extended for 30 days from today's date.

A revision to remove the Salamander is required

A revision to restore the suppression system to its original configuration will be required as well.

When the contractor submits this information please notify me so I can expedite the reviews.

I also told him to review all the TCO requirements and have the contractor verify all of the items are complete prior to scheduling all the finals.



John Kuntzman
Deputy Building Official
Development, Building
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
☎ 561-742-6376
✉ KuntzmanJ@bbfl.us | 🌐 <http://www.boynton-beach.org/>
🐦

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Simon, Michael
Sent: Monday, February 05, 2018 11:52 AM
To: Mack, Andrew; Kittendorf, Shane
Cc: Grissom, Patsy; Shutt, Thuy; Utterback, Theresa; Kuntzman, John
Subject: Status of 211 & 480 East Ocean Avenue

Hello Andrew and Shane:

As we discussed late last week, the CRA Board has requested that CRA staff provide them with updates on the progress status of both the 211 E. Ocean Avenue and the 480 E. Ocean Avenue Projects. The CRA has a financial and redevelopment interest in the projects and want to know that the owners of each property are making reasonable and diligent effort to have those projects completed and operational as intended.

Can you let me know what is currently happening/status with 211's plan review approval process and 480's TCO to CO process as they stand today?

I will need to follow up with you for additional updates at the end of this week and next week prior to Tuesday's CRA Board meeting.

I greatly appreciate all of your professional assistance and cooperation with this and all of the CRA related items.

Michael Simon, LRES, FRA-RA
Executive Director
Boynton Beach Community Redevelopment Agency
710 N. Federal Hwy. | Boynton Beach, Florida 33435
☎ 561-600-9091 | 📠 561-737-3258
✉ SimonM@bbfl.us | 🌐 <http://www.catchboynton.com>
🐦 📘



America's Gateway to the Gulfstream

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Reply To: West Palm Beach

February 6, 2018

VIA EMAIL & U.S. MAILKenneth M. Kaleel, Esquire
Kaleel & Crozier, PLLC
54 NE 4th Avenue
Delray Beach, FL 33483**Re: Boynton Beach Community Redevelopment Agency ("CRA") sale to
Ocean Avenue Pride, LLC; 480 E. Ocean Avenue, Boynton Beach, FL;
Notice of Non-Compliance**

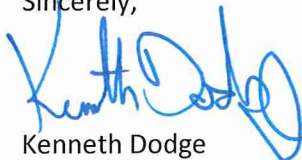
Dear Ken:

As you are aware, the Purchase and Development Agreement between the CRA and your client (referenced above) contained a development timeline requiring certain development milestones be met post-closing by a date certain. The last of these was the obtaining of a Certificate of Occupancy (per Section 18.3(d) of the Agreement). By Addendum, the deadline for your client to obtain the Certificate of Occupancy had been extended by the CRA Board, culminating in the Building Department issuing the attached Temporary Certificate of Occupancy on November 30, 2017.

We have received correspondence from the Building Department that this TCO has expired with several items remaining to be accomplished before an unconditional Certificate of Occupancy is issued. The CRA is requesting a written update on the measures being taken to address this issue and would appreciate same at your earliest convenience.

Thank you for your assistance in this matter. I look forward to hearing back from you soon.

Sincerely,



Kenneth Dodge

KWD/jlb

CC: Mike Simon, BBCRA
Theresa Utterback, BBCRA**JACKSONVILLE**245 Riverside Ave., Suite 150
Jacksonville, Florida 32202

T: 904.353.6410

F: 904.353.7614

TALLAHASSEE315 South Calhoun St., Suite 830
Tallahassee, Florida 32301

T: 850.222.5702

F: 850.224.9242

TAMPA BAY101 Riverfront Blvd., Suite 620
Bradenton, Florida 34205

T: 941.708.4040

F: 941.708.4024

WEST PALM BEACH515 North Flagler Dr., Suite 1500
West Palm Beach, Florida 33401

T: 561.640.0820

F: 561.640.8202



CITY OF BOYNTON BEACH
DEVELOPMENT DEPARTMENT | BUILDING DIVISION
100 East Boynton Beach Boulevard • Boynton Beach, FL 33425 • (561) 742-6350 • Fax 742-6357

TEMPORARY/PARTIAL
CERTIFICATE OF OCCUPANCY

Project: OCEAN AVENUE PRIDE LLC

Permit: 16-00003650

By this Temporary/Partial Certificate of Occupancy,
permission is hereby given to occupy the building or portion of the building
identified by the address

480 E OCEAN AVE

BB

for a period of **thirty (30) days** beginning November 30, 2017, in accordance with the
stipulations stated in the Application for Temporary/Partial Certificate of Occupancy.

A handwritten signature in black ink, appearing to be "J. A. A.", written over a horizontal line.

Building Official or Representative

The following conditions must be satisfied prior to the issuance of an unconditional
Certificate of Occupancy:

1. ALL COMMENTS PENDING



CRA BOARD MEETING OF: February 13, 2018

NEW BUSINESS

AGENDA ITEM: 14.A.

SUBJECT:

Consideration of Purchase and Sale Agreement with Larann LLC for the Property located at 201 NE 9th Avenue

SUMMARY:

The CRA has been assembling properties along East MLK Jr. Boulevard since 2004 (approximately 1.55 acres north of MLK Jr. Boulevard and 3.26 acres on the south side of MLK Jr. Boulevard, Attachment I) as well as a number of scattered lots totaling 1.41 acres.

Larann LLC, owns the property located at 201 NE 9th Avenue, Boynton Beach, FL 33435. The property is located within the E. MLK Jr. Boulevard corridor and MLK Jr. Multi-Family area as outlined in the 2016 CRA Redevelopment Plan - Heart of Boynton District and adjacent to several CRA owned parcels (Attachment II).

There is an existing residential rental duplex on the property which is currently occupied by two tenants whose leases terminate near the end of June 2018 (see Attachment III).

The appraisal firm of Vance Real Estate Services performed an appraisal of the property on February 2, 2018 and determined the value to be \$144,000 (see Attachment IV).

Larann LLC, has agreed to a contract sales price of \$139,500 (see Attachment V) and requested that the CRA pay the cost of the documentary stamps on the deed at closing which will be approximately \$976.50.

FISCAL IMPACT:

\$139,500 plus closing costs, FY 17 - 18, Project Fund, Line Item 02-58200-401

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan - Heart of Boynton

CRA BOARD OPTIONS:

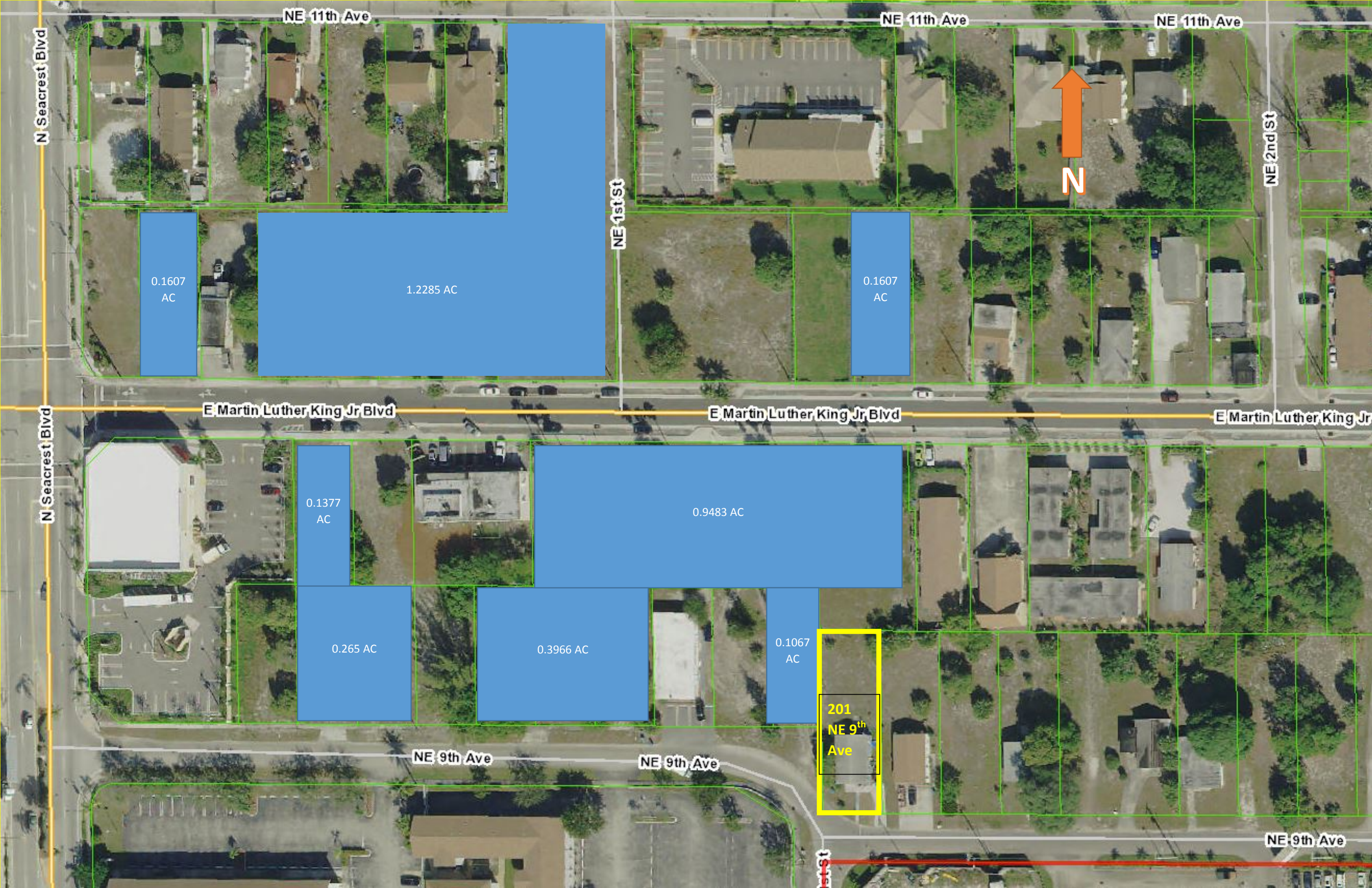
1. Approve the Purchase and Sale Agreement for 201 NE 9th Avenue
2. Do not approve the Purchase and Sale Agreement for 201 NE 9th Avenue

3. Other options to be determined by the Board

ATTACHMENTS:

Description

- ▢ **Attachment I - Overall Aerial**
- ▢ **Attachment II - 2016 Boynton Beach Community Redevelopment Plan: Heart of Boynton District**
- ▢ **Attachment III - Leases**
- ▢ **Attachment IV - Appraisal**
- ▢ **Attachment V - Purchase and Sale Agreement and Addendum**



NE 11th Ave

NE 11th Ave

NE 11th Ave

N Seacrest Blvd

NE 2nd St

NE 1st St



0.1607
AC

1.2285 AC

0.1607
AC

N Seacrest Blvd

E Martin Luther King Jr Blvd

E Martin Luther King Jr Blvd

E Martin Luther King Jr

0.1377
AC

0.9483 AC

0.265 AC

0.3966 AC

0.1067
AC

201
NE 9th
Ave

NE 9th Ave

NE 9th Ave

NE 9th Ave

1st St



710 N. Federal Highway, Boynton Beach, FL 33435
Interim Executive Director, Michael Simon 561-600-9091
Website: www.catchboynton.com Email: simonm@bbfl.us

2016 Boynton Beach Community Redevelopment Plan:
Heart of Boynton District

(Pages 105 through 117 of the 2016 Boynton Beach Community Redevelopment Plan)

Introduction
Planning Challenges
Planning Considerations
The Vision
Recommendations

Introduction

The Heart of Boynton District is a 380-acre neighborhood developed predominantly with single-family homes. The neighborhood has several parks, two public schools and numerous churches. Unfortunately, it has been the victim of disinvestment over the last 50 years. The two Census blocks of Tract 61 which encompasses this District have the median household income of \$20,848, the lowest in the City.

To counter the decline of the neighborhood, in 2001 the CRA and City adopted the Heart of Boynton Community Redevelopment Plan. The Plan was updated in 2014 to reflect the achievements of the original plan and add new projects to reflect the current market conditions.

A number of recommendations of the original CRA Plan have been implemented, including:

- The demolition of the Cherry Hill public housing project
- The redevelopment of the Boynton Terrace site – Ocean Breeze West – into 21 single-family homes
- Redevelopment of Wilson Park and into Carolyn Sims Community Center
- Expansion of the Palmetto Greens Park
- Redevelopment of Sara Sims Park – Master Plan created, property acquired
- Streetscape Improvements on Seacrest Boulevard
- Redevelopment of Martin Luther King, Jr. Boulevard – Property acquired and Family Dollar developed
- Development of new housing – 60 new single family homes developed in partnership with nonprofits, the City and CRA.

The Heart of Boynton District is bounded by the

C. Stanley Weaver (C-Canal) canal to the north, I-95 to the west, N.E. 3rd Avenue to the south and the FEC rail line to the east. The area is within walking distance of the Cultural and Downtown Districts.

A major arterial road—Seacrest Boulevard—runs through the neighborhood north/south. Martin Luther King, Jr. Boulevard, once lined with locally-owned businesses, runs east/west.

There are two public elementary schools in the neighborhood, Poinciana and Galaxy. Both schools are STEM schools (Science, Technology, Engineering and Math).

There are a number of parks and special use areas within the neighborhood, such as, Carolyn Sims Community Center, Galaxy Park and Scrub and Sara Sims Park.

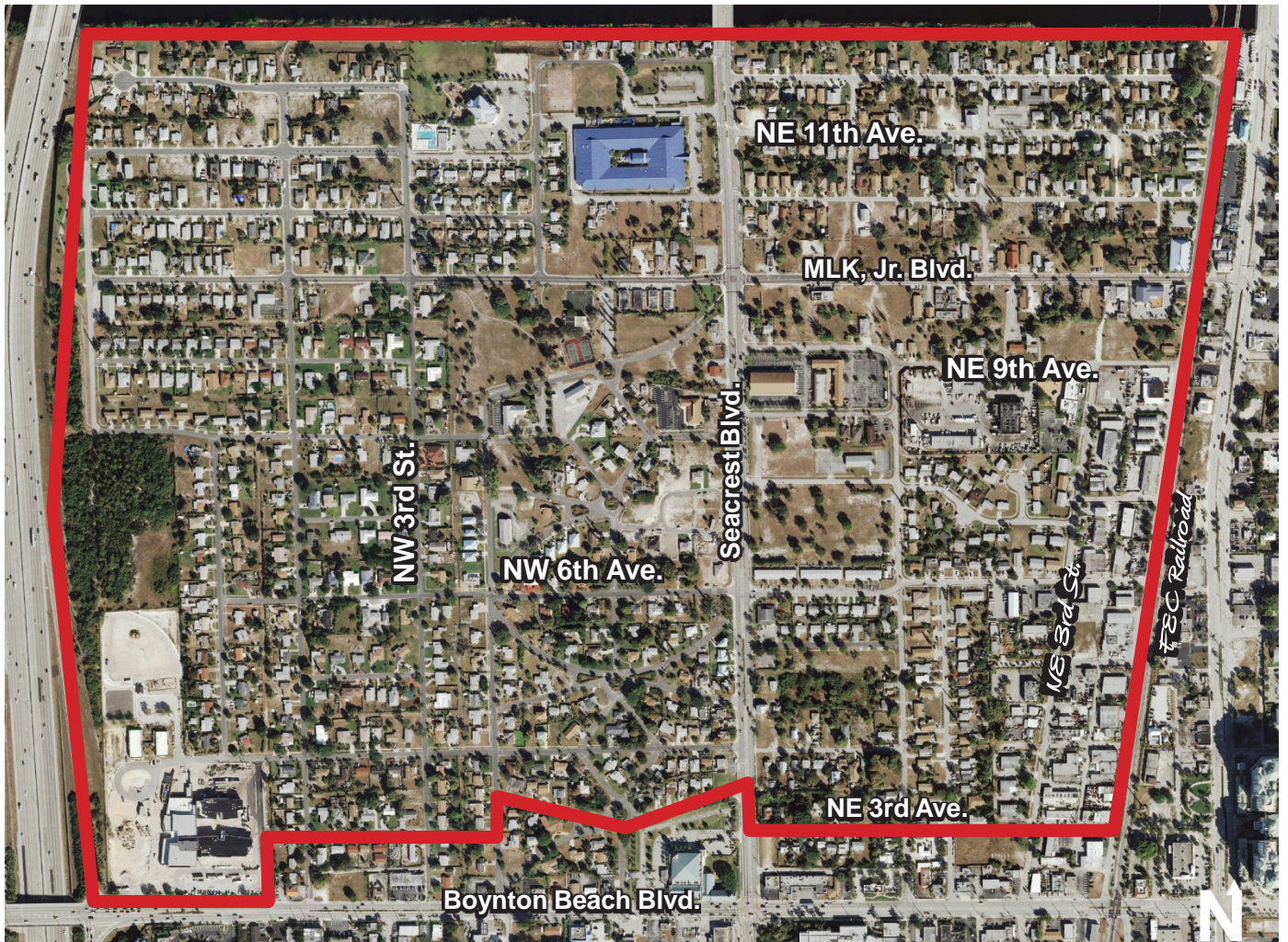


Figure 57: Heart of Boynton District Location Map

Planning Challenges

The Heart of Boynton area suffers from an aging and poorly maintained housing stock. The CRA and City, in partnership with local non-profits, continue to develop single-family homes, but there is a need for quality affordable multi-family rental housing. The problem is that—given low median household incomes—it cost more to build even modest apartments than many of the families can afford. This gap will have to be filled through some form of a subsidy.

Another major deterrent to private investment is the visible blight and crime. There are still a number of small convenience stores that allow loitering and illegal activities for all to see, discouraging people to buy homes or invest in businesses within the area.

The District is comprised of small parcels platted in the 1920's – 1930's, during Florida's land boom. The parcels are owned by many different people making assembly of a developable site very difficult and expensive. Moreover, many owners have an unrealistic sense of the value of their property.

Over the years, the neighborhood has lost most of their retailers and service providers. There is no full service grocery store and only one take-out restaurant. The majority of commercial use is represented by convenience stores. A new Family Dollar store at the corner of Martin Luther King, Jr. Boulevard and Seacrest Boulevard has been a welcome addition, but there is a need for more retail services.

The neighborhood is bifurcated by a four-lane Seacrest Boulevard, which has only one signalized pedestrian crossing even though there are two elementary schools in the neighborhood. The width of the road and drive aisles encourage speeding through

the neighborhood; clearly, the road is not presently designed at a neighborhood scale.

Both Seacrest Boulevard and Martin Luther King, Jr. Boulevard have older, ill-maintained power poles with overhead utilities, causing a “visual blight.”



Figure 58: Example of District Planning Challenges

Planning Considerations

Several factors were considered in determining the land use designations for the Heart of Boynton District. A future commuter rail station for the planned Tri-Rail Coastal Link service, which will serve the South Florida metropolitan region, is planned for downtown at N.E. 4th between Ocean Avenue and Boynton Beach Boulevard. To improve land development patterns in advance of station development, the City adopted a Downtown Transit Oriented Development District (DTOD), covering a ½ mile radius around the station's location, including a portion of the Heart of Boynton. The DTOD district regulations support increased intensity of development through a 25% density bonus.

A second consideration is the Transportation Concurrency Exception Area (TCEA) which, in addition to the residential exception area applicable east of I-95, exempts all development from the Palm Beach County traffic concurrency requirements thus allowing denser development.

The Plan recommends increasing density within the area where the TCEA and TOD designations overlap. However, because this District is a low-scale neighborhood, no increase in height over 45' is recommended.

Historic District. There are a significant number of historic cottages located along both sides of NE 3rd Avenue and the south side of NE 4th Avenue between N. Seacrest Boulevard and NE 1st Street. In order to protect these cottages while allowing commercial redevelopment of the south side of NE 3rd Avenue, the Plan recommends that:

- The historic cottages from the south side of NE 3rd Avenue be relocated to the vacant lots on the north side of NE 3rd Avenue.
- On completion of the relocations, a historic district, tentatively called Shepard Funk Addition Historic Cottage District, be created within the block enclosed by N. Seacrest Boulevard, NE 1st Street, NE 3rd Avenue, and NE 4th Avenue.



Figure 59: Historically significant cottages in the HOB

Vision

The Heart of Boynton area will become a model neighborhood, with its unique character and history preserved. The vision includes enriching the original vernacular architecture of the neighborhood, investing in housing and commercial uses, and connecting both through the pedestrian and vehicular networks.

Recommendations: Streetscape

Streetscape enhancements are recommended for the Seacrest Blvd and Martin Luther King Jr. Blvd. The space for these enhancements may be obtained through either right-of-way dedications or public easements. The enhancements should include:

- Implement a Complete Streets program for Seacrest Boulevard and ML K Jr. Boulevard to accommodate bike lanes and bike racks, widening of sidewalks, decorative street lights, street furniture, and on-street parking.
- Marking of major intersections with materials such as pavers, paint, etc.
- Enhanced median landscaping
- Bus shelters (will be required as part of new construction)
- Additional signalized pedestrian crossings (including mid-block) along Seacrest Boulevard
Addition of canopy street trees
- Creation of a Pedestrian Zone adjacent to the right-of-ways that is inviting, safe and includes:
 - Minimum 8' wide clear sidewalk
 - Decorative light poles at both the vehicular and pedestrian scales
 - Require installation of canopy trees that provide immediate shading at time of construction
- Undergrounding of overhead utilities
- Creation of a greenway to connect the greenway proposed along NW 1st Avenue, Sara Sims Park, and Wilson Park per the Connectivity Plan
- Creation of an eco-trail to connect the existing scrub and linear parks per the Connectivity Plan

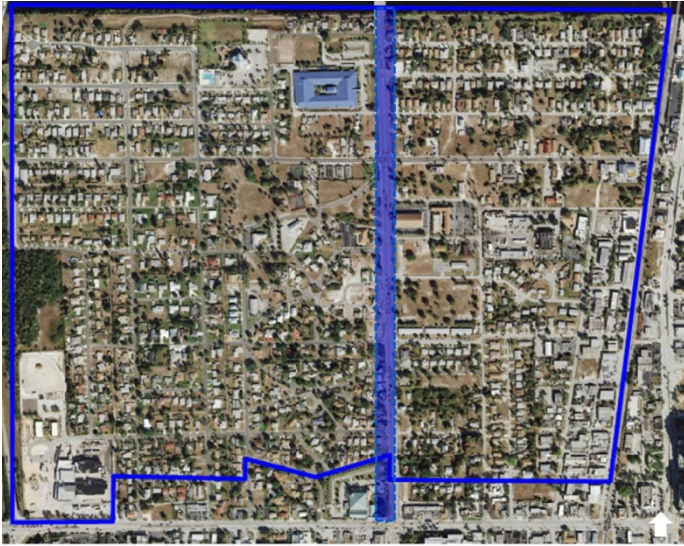


Figure 60: Seacrest Blvd Streetscape Area

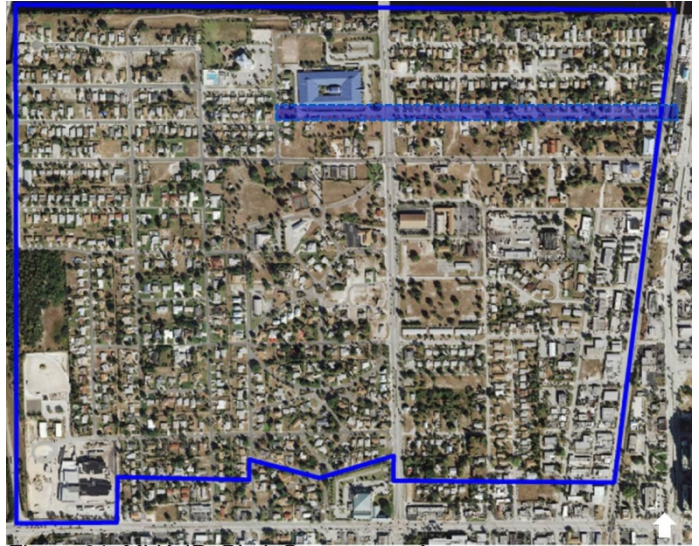


Figure 61: MLK JR. Blvd. Streetscape Area

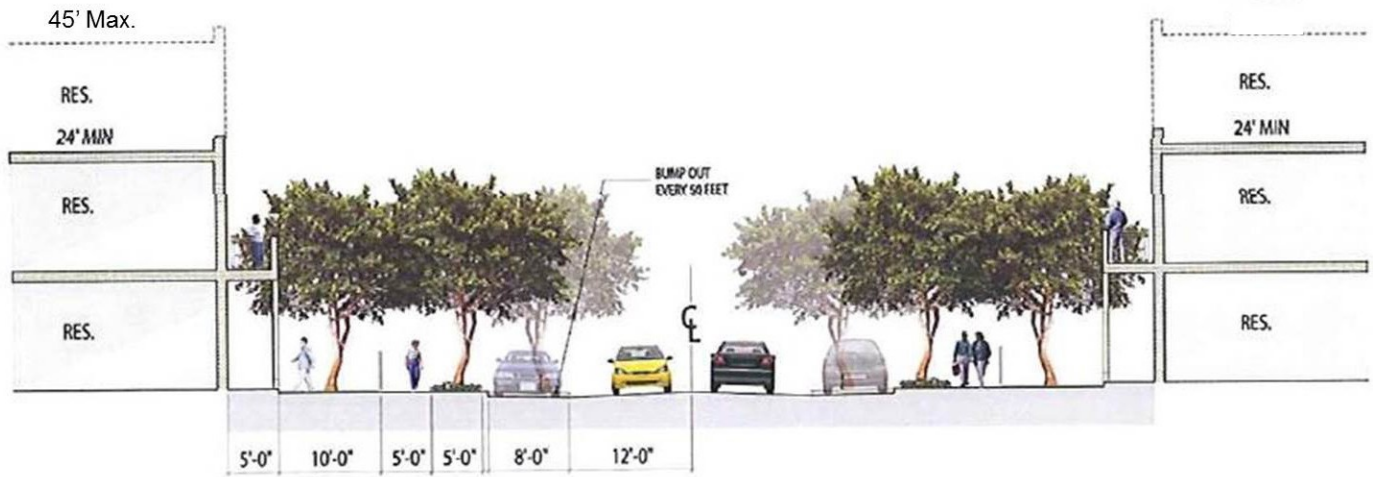


Figure 62: MLK JR. Blvd. Street Section

Recommendations: Land Use

The existing land use designations within the Heart of Boynton District are:

- Low Density Residential – 5 units per acre (all of this land use designation is concentrated on the west side of Seacrest Boulevard.
- Medium Density Residential – 10 units per acre (this land use designation is concentrated on the east side of Seacrest Boulevard)
- High Density Residential – 11 units per acre (currently over the Ocean Breeze West development and along W. Seacrest from N.W. 8th to N.W. 9th)
- Mixed-Use – 40 units per acre (this land use designation is placed on the CRA-owned Ocean Breeze East block and on CRA-owned property along MLK, Jr. Boulevard)
- Local Retail Commercial, General Commercial, Industrial, Recreational, and Public & Private Governmental/Institutional

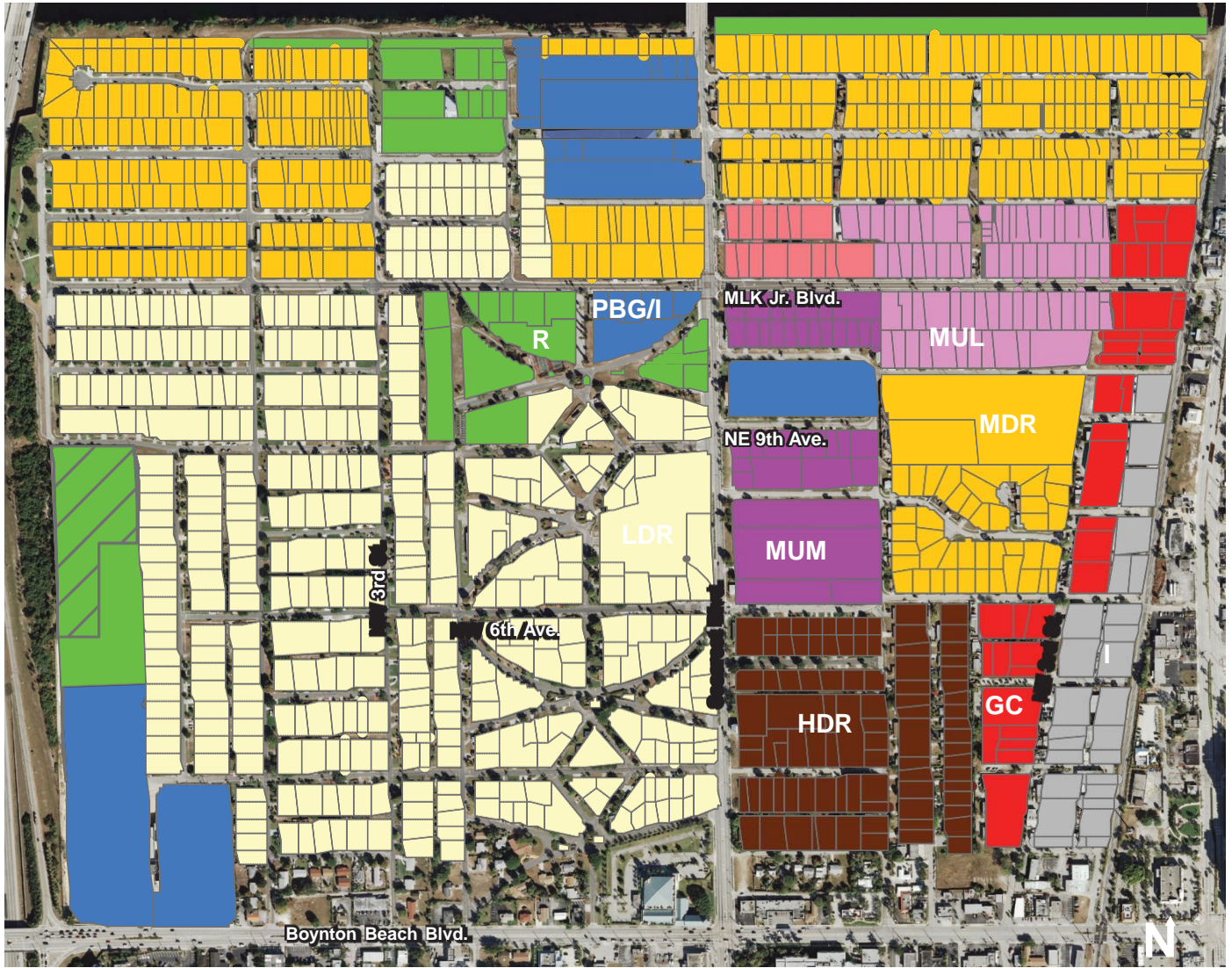
Below is a table of the proposed land use and zoning designations that will apply within the Federal Highway Corridor District:

Table 7: Recommended Future Land Use (FLU) Classifications within the Heart of Boynton District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP*	MAX HEIGHT
Mixed-Use Medium*	50	MU-2, MU-3	50	75'
Mixed-Use Low	20	MU-1	20	45'
High Density Residential	15	R4, IPUD	15	45'
Medium Density Residential	11	R3, IPUD	11	45'
Low Density Residential	7.5	R-1-AAA, R-1-AAB, R-1-AA, R-1-A, R-1, PUD	7.5	45'
Local Retail Commercial	n/a	C-2, C-3, PCD	n/a	45'
General Commercial	n/a	C-4	n/a	45'
Industrial	n/a	M-1	n/a	45'
PPGI	n/a	Public Usage	n/a	45'
Recreation	n/a	Recreation	n/a	45'

* Properties located within the TOD may receive a 25% density bonus

Figure 63: Recommended Land Use for the Heart of Boynton District



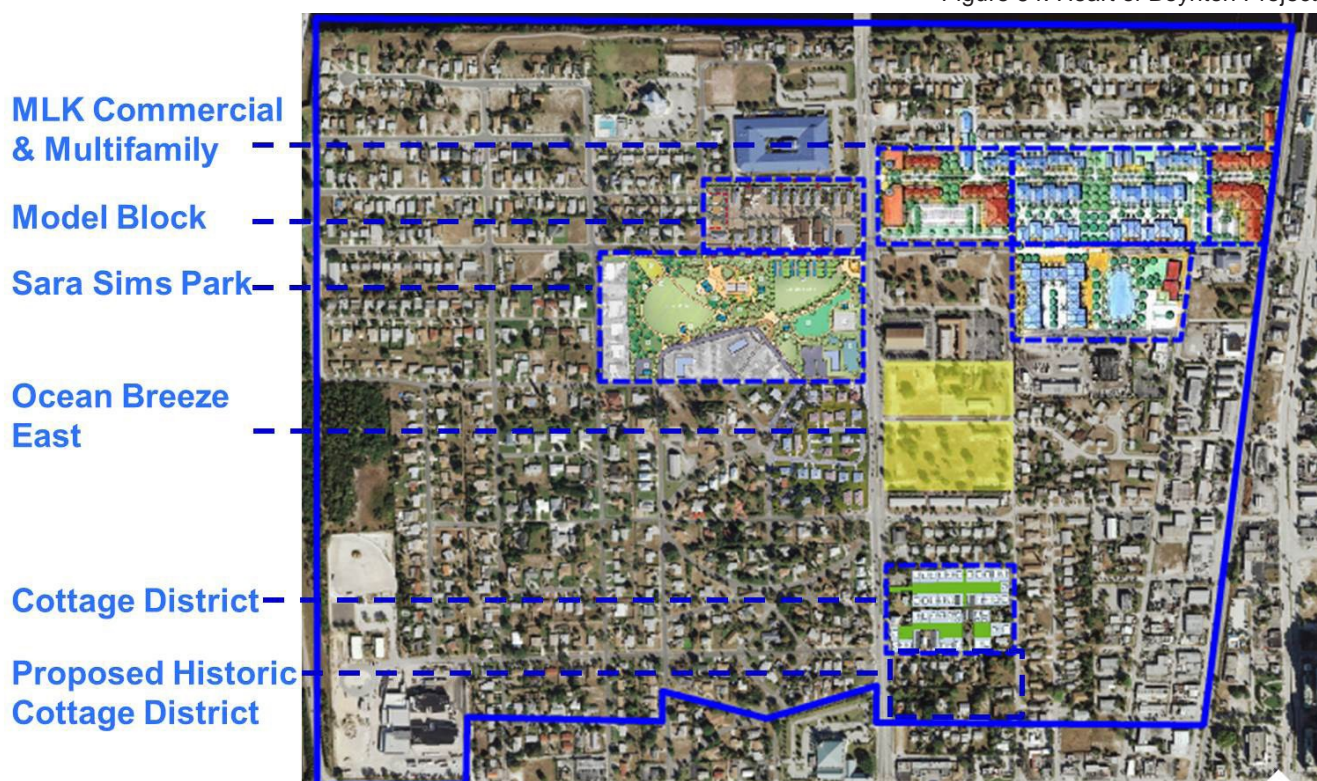
LEGEND

- Recreational (R)
- Industrial (I)
- Low Density Residential (LDR) 5 du/ac
- Medium Density Residential (MDR) 11 du/ac
- High Density Residential (HDR) 15 du/ac
- Special High Density Residential (SHDR) 20 du/ac
- Institutional (PPGI)
- Local Retail Commercial (LRC)
- General Commercial (GC)
- Mixed Use Low (MUL) 20 du/ac
- Mixed Use Medium (MUM) 50 du/ac
- Mixed Use High (MUH) 80 du/ac
- TOD

Recommendations: Urban Design

- There are three architectural styles of historic structures in the Heart of Boynton: Mission, Frame Vernacular, and Mediterranean Revival. When building in this District, new development shall attempt to utilize one of these architectural styles.
- A Historic Cottage District should be considered adjacent to the proposed Cottage District; where feasible, historically contributing cottages in the area shall be relocated in the Historic Cottage District.
- Commercial buildings fronting MLK Jr., Boulevard and/or Seacrest Boulevard shall maximize the amount of glazing.
- Residential buildings fronting MLK Jr., Boulevard and/or Seacrest Boulevard shall be designed to have pedestrian access from the main road and have front door facing the main road.
- All buildings along MLK Jr., Boulevard and/or Seacrest Boulevard shall be set back to allow for a pedestrian zone.
- Approximately 75% of the lot frontage must be occupied by structure and be adjacent to the pedestrian zone.
- Buildings fronting MLK Jr., Boulevard shall be a maximum of two story and stepped back to continue to the maximum allowed height in the designated Zoning District.
- Parking shall be located to the rear or side of the buildings
- Curb cuts shall be permitted on Boynton Beach Blvd only when access is not possible from the rear or side.
- When adjacent to commercial uses, single-family areas shall be protected through the use of landscape buffers and/or walls as appropriate.

Figure 64: Heart of Boynton Projects



Sara Sims Park Expansion

Working with residents of the community, the CRA and its consultant created a master plan for the expansion and improvement of Sara Sims Park. The CRA has also purchased seven properties and deeded them to the City in preparation for the eventual expansion of the park. Staff will review the feasibility of converting a portion of Sara Sims Park Master Plan, along the western boundary, from Recreational Land Use to Single Family. This process shall include a public meeting, the Parks and Recreation Board review and recommendation, and City Commission approval.



Figure 65: Sara Sims Expansion

Ocean Breeze East

The CRA owns 4.5 acres of vacant land east of Seacrest Boulevard between N.E. 6th and 7th Avenues. The CRA is seeking a private development partner to build a multi-family project on the site.



Figure 66: Ocean Breeze East

Cottage District

The CRA owns approximately 5 acres on the block between N.E. 4th and 5th Avenue. The CRA's goal for this site is to attract a private development partner to build single-family for-sale homes in the style of the surrounding historic cottages.



Figure 67: Cottage District

MLK Commercial

Leveraging CRA-owned land and economic development grants, the CRA was able to bring a Family Dollar store to the Martin Luther King, Jr. Boulevard corridor in 2015. The CRA owns additional land on the corridor and continues to work with developers to attract new and needed neighborhood retail.

MLK Multi Family

Utilizing CRA-owned land, the CRA is seeking to attract a private development partner to build a multi-family development along the Martin Luther King, Jr. Boulevard corridor. The development may include commercial uses.



Figure 68: Example of a Commercial Project on MLK Jr. Blvd.



Figure 69: Example of Multi Family Project on MLK Jr. Blvd.

**Residential Lease for Single Family Home or Duplex
(FOR A TERM NOT TO EXCEED ONE YEAR)**

A BOX (☐) OR A BLANK SPACE (____) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. PARTIES. This is a lease (the "Lease") between LARANN, LLC, PO BOX 362042, MELBOURNE, FL 32936
(name and address of owner of the property)

_____("Landlord") and

JUANA PATRICE McCLOUD (A SINGLE WOMAN)
(name(s) of person(s) to whom the property is leased)

_____("Tenant").

Landlord's E-mail Address: LAMARREALTY@AOL.COM

Landlord's Telephone Number: 561-736-9790 OR CELL 561-714-0417

Tenant's E-mail Address: _____

Tenant's Telephone Number: 561-292-3602

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 201A NE 9th Ave
(street address)

Boynton Beach, Florida 33435
(zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called the "Premises"):

FRIDGE, MICROWAVE, RANGE/OVEN, 2 WINDOW A/C UNITS

The Premises shall be occupied only by the Tenant and the following persons: NO OTHER PERSONS

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on SEPTEMBER 1, 2017 and
(month, day, year)
ending AUGUST 31, 2018 (the "Lease Term").
(month, day, year)

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of \$ 7,200.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

in installments. If in installments, rent shall be payable

monthly, on the 1ST day of each month (if left blank, on the first day of each month) in the amount of \$ 600.00 per installment.

OR

weekly, on the _____ day of each week (if left blank, on Monday of each week.) in the amount of \$ _____ per installment.

in full on _____ in the amount of \$ _____
(date)

Landlord (_____) and Tenant (_____) acknowledge receipt of a copy of this page which is Page 1 of 18
RLHD-3x Rev.7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules
Regulating the Florida Bar.

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of \$ _____ with each rent installment with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary

If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$ 600.00.

If rent is paid in full, the total payment including taxes shall be in the amount of \$ _____.

All rent payments shall be payable to LARANN, LLC at PO BOX 362042, MELBOURNE, FL 362042. (name) (address) (If left blank, to Landlord at Landlord's address.)

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ through _____ in the amount of \$ _____ and shall be due on _____ (date) (date) (date). (If rent paid monthly, prorate on a 30-day month.)

Tenant shall make rent payments required under the Lease by (choose all applicable) cash, ~~personal check~~, money order, cashier's check, or other _____ (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant to pay all future payments by money order, cashier's check, or official bank check or cash or other _____ and to pay bad check fees in the amount of \$ 50.00 (not to exceed the amount prescribed by Section 68.065, Florida Statutes).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ _____ in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or

to LARANN, LLC (name) at PO BOX 362042, MELBOURNE, FL 362042 (address).

First <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>600.00</u>	due	<u>9/1/17</u>
Prorated rent plus applicable taxes	\$ _____	due	_____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____ plus applicable taxes	\$ _____	due	_____
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____	due	_____
Security deposit	\$ <u>500.00</u>	due	<u>8/1/2012</u>
Additional security deposit	\$ _____	due	_____
Security deposit for homeowners' association	\$ _____	due	_____
Pet Deposit	\$ _____	due	_____
Other _____	\$ _____	due	_____
Other _____	\$ _____	due	_____

Landlord (X) () and Tenant () () acknowledge receipt of a copy of this page which is Page 2 of 18 RLHD-3x (Rev. 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

6. **LATE FEES.** (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ 60.00 (If left blank, 4% of the rent payment) for each rent payment made 4 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. **PETS AND SMOKING.** Unless this box is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

NO PETS UNLESS OTHERWISE AGREED IN WRITING AND DEPOSIT PAID.

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

~~Unless this box is checked,~~ no smoking is permitted in the Premises.

8. **NOTICES.**

LARANN, LLC is Landlord's Agent. All notices must be sent to

Landlord LARANN, LLC at PO BOX 362042, MELBOURNE, FL 362042

Landlord's Agent _____ at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. **UTILITIES.** Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for TENANT IS RESPONSIBLE FOR WATER OVER \$50/MONTH, that Landlord agrees to provide at Landlord's expense (If blank, then "NONE").

10. **MAINTENANCE.** Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord/Tenant	<input checked="" type="checkbox"/> <input type="checkbox"/>	roofs	Landlord/Tenant	<input checked="" type="checkbox"/> <input type="checkbox"/>	windows	Landlord/Tenant	<input checked="" type="checkbox"/> <input type="checkbox"/>	screens	Landlord/Tenant	<input checked="" type="checkbox"/> <input type="checkbox"/>	steps
	<input checked="" type="checkbox"/> <input type="checkbox"/>	doors		<input checked="" type="checkbox"/> <input type="checkbox"/>	floors		<input checked="" type="checkbox"/> <input type="checkbox"/>	porches		<input checked="" type="checkbox"/> <input type="checkbox"/>	exterior walls
	<input checked="" type="checkbox"/> <input type="checkbox"/>	foundations		<input checked="" type="checkbox"/> <input type="checkbox"/>	plumbing		<input checked="" type="checkbox"/> <input type="checkbox"/>	structural components		<input checked="" type="checkbox"/> <input type="checkbox"/>	locks and keys
	<input type="checkbox"/> <input checked="" type="checkbox"/>	heating		<input checked="" type="checkbox"/> <input type="checkbox"/>	hot water		<input checked="" type="checkbox"/> <input type="checkbox"/>	running water		<input type="checkbox"/> <input checked="" type="checkbox"/>	smoke detection
	<input checked="" type="checkbox"/> <input type="checkbox"/>	electrical system					<input checked="" type="checkbox"/> <input type="checkbox"/>	cooling		<input type="checkbox"/> <input checked="" type="checkbox"/>	devices
	<input type="checkbox"/> <input checked="" type="checkbox"/>	garbage removal/ outside receptacles									
	<input type="checkbox"/> <input checked="" type="checkbox"/>	extermination of rats, mice, roaches, ants and bedbugs									
	<input checked="" type="checkbox"/> <input type="checkbox"/>	extermination of wood-destroying organisms									
	<input checked="" type="checkbox"/> <input type="checkbox"/>	lawn /shrubbery		<input type="checkbox"/> <input checked="" type="checkbox"/>	pool/spa/hot tub						
	<input type="checkbox"/> <input type="checkbox"/>	water treatment		<input type="checkbox"/> <input checked="" type="checkbox"/>	filters (specify)						
	<input checked="" type="checkbox"/> <input type="checkbox"/>	ceilings		<input checked="" type="checkbox"/> <input type="checkbox"/>	interior walls						
	<input type="checkbox"/> <input checked="" type="checkbox"/>	Other (specify)									

WINDOW A/C TO BE MAINTAINED BY TENANT

UNLESS DUE TO NEGLIGENCE OR DAMAGE CAUSED BY TENANT OR TENANTS GUESTS.

Tenant shall notify LARANN, LLC at PO BOX 362042, MELBOURNE, FL 362042
(name) (address)

(if left blank, Landlord at Landlord's address) and 561-736-9790 of maintenance and repair requests.
(telephone number)

11. **ASSIGNMENT.** ~~Unless this box is checked,~~ Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. **KEYS AND LOCKS.** Landlord shall furnish Tenant

- 2 # of sets of keys to the dwelling
- N/A # of mail box keys
- N/A # of garage door openers

Landlord (X) and Tenant (X) acknowledge receipt of a copy of this page which is Page 3 of 18
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If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

N/A # of keys to _____
N/A # of remote controls to _____
N/A # of electronic cards to _____
N/A other (specify) to N/A

At end of Lease Term, all items specified in this paragraph shall be returned to LARANN, LLC (name)

at PO BOX 362042, MELBOURNE, FL 362042 (address) (If left blank, Landlord at Landlord's address).

13. **LEAD-BASED PAINT.** Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____ (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
_____ (b) Records and reports available to the Lessor (check (i) or (ii) below):
(i) Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial) *gme*

_____ (c) Lessee has received copies of all information listed above.
gme (d) Lessee has received the pamphlet **Protect Your Family From Lead in Your Home.**

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<i>[Signature]</i> Lessor's signature LARANN, LLC MANAGER	8-2-17 Date	_____	_____
<i>[Signature]</i> Lessee's signature JUANA PATRICE McCLOUD	7/19/17 Date	_____	_____
_____	_____	_____	_____
Agent's signature	Date	Agent's signature	Date

14. **SERVICEMEMBER.** If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

Landlord *[Signature]* and Tenant *[Signature]* acknowledge receipt of a copy of this page which is Page 4 of 18
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15. LANDLORD'S ACCESS TO THE PREMISES. Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - (1) with Tenant's consent;
 - (2) in case of emergency;
 - (3) when Tenant unreasonably withholds consent; or
 - (4) if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY LANDLORD TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 5, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. Landlord Tenant shall pay the security deposit required by the association, if applicable.

17. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

- A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.
- B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

20. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

21. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

22. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

23. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

24. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

25. TENANT'S TELEPHONE NUMBER. Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

26. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

Landlord (X) () and Tenant (J.P.A.) acknowledge receipt of a copy of this page which is Page 5 of 18
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27. MISCELLANEOUS.

- A. Time is of the essence of the performance of each party's obligations under the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. BROKERS' COMMISSION. Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by Landlord Tenant for procuring a tenant for this transaction.

Real Estate Licensee _____	Real Estate Licensee _____
Real Estate Brokerage Company _____	Real Estate Brokerage Company _____
Commission _____	Commission _____

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

Landlord's Signature _____	Date _____
Landlord's Signature _____	Date _____
Landlord's Signature _____	Date _____
Tenant's Signature _____	Date _____
Tenant's Signature _____	Date _____

This form was completed with the assistance of:

Name of Individual: _____
 Name of Business: _____
 Address: _____
 Telephone Number: _____

Landlord (_____) and Tenant (_____) acknowledge receipt of a copy of this page which is Page 6 of 18
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Early Termination Fee/Liquidated Damages Addendum

I agree, as provided in the rental agreement, to pay \$ 1,200.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.



Landlord's Signature **LARANN, LLC**

8-2-17

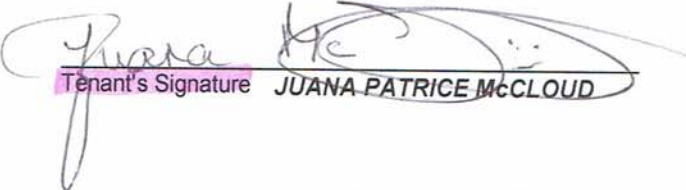
Date

Landlord's Signature

Date

Landlord's Signature

Date




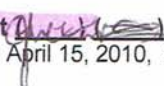
Tenant's Signature **JUANA PATRICE McCLOUD**

7/18/17

Date

Tenant's Signature

Date

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PART II

RESIDENTIAL TENANCIES

- 83.40 Short title.
- 83.41 Application.
- 83.42 Exclusions from application of part.
- 83.43 Definitions.
- 83.44 Obligation of good faith.
- 83.45 Unconscionable rental agreement or provision.
- 83.46 Rent; duration of tenancies.
- 83.47 Prohibited provisions in rental agreements.
- 83.48 Attorney fees.
- 83.49 Deposit money or advance rent; duty of landlord and tenant.
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- 83.51 Landlord's obligation to maintain premises.
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- 83.56 Termination of rental agreement.
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- 83.60 Defenses to action for rent or possession; procedure.
- 83.61 Disbursement of funds in registry of court; prompt final hearing.
- 83.62 Restoration of possession to landlord.
- 83.625 Power to award possession and enter money judgment.
- 83.63 Casualty damage.
- 83.64 Retaliatory conduct.
- 83.67 Prohibited practices.
- 83.681 Orders to enjoin violations of this part.
- 83.682 Termination of rental agreement by a servicemember.
- 83.683 Rental application by a servicemember

83.40 Short title.- This part shall be known as the "Florida Residential Landlord and Tenant Act."

History.- s. 2, ch. 73-330.

83.41 Application.- This part applies to the rental of a dwelling unit.

History.- s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part.- This part does not apply to:

- (1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
- (3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
- (4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
- (5) Occupancy by an owner of a condominium unit.

History.- s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions.- As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
- (2) "Dwelling unit" means:
 - (a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
 - (b) A mobile home rented by a tenant.
 - (c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
- (3) "Landlord" means the owner or lessor of a dwelling unit.
- (4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

Landlord [Signature] and Tenant [Signature] acknowledge receipt of a copy of this page which is Page 8 of 18

- (5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
- (6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
- (7) "Rental agreement" means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
- (8) "Good faith" means honesty in fact in the conduct or transaction concerned.
- (9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
- (10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.
- (11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
- (12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.
- (13) "Legal holiday" means holidays observed by the clerk of the court.
- (14) "Servicemember" shall have the same meaning as provided in s. 250.01.
- (15) "Active duty" shall have the same meaning as provided in s. 250.01.
- (16) "State active duty" shall have the same meaning as provided in s. 250.01.
- (17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
- (a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
 - (b) Charges for damages to the dwelling unit.
 - (c) Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.

History.- s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith.- Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

History.- s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision.-

(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

History.- s. 2, ch. 73-330.

83.46 Rent; duration of tenancies.-

(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.

(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.

(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

History.- s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements.-

(1) A provision in a rental agreement is void and unenforceable to the extent that it:

(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.

(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.

(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

History.- s. 2, ch. 73-330.

83.48 Attorney fees.- In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.

History.- s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant.-

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(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:

- (a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
- (b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
- (c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.

(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:

- (a) Be given in person or by mail to the tenant.
- (b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
- (c) State whether the tenant is entitled to interest on the deposit.
- (d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

- (a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

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If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

History.- s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.

Note.- Former s. 83.261.

83.50 Disclosure of landlord's address.- In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

History.- s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises. -



(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

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1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

History.- s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

83.52 Tenant's obligation to maintain dwelling unit.- The tenant at all times during the tenancy shall:

(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.

(2) Keep that part of the premises which he or she occupies and uses clean and sanitary.

(3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.

(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.

(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.

(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

History.- s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit.-

(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:

(a) With the consent of the tenant;

(b) In case of emergency;

(c) When the tenant unreasonably withholds consent; or

(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

(3) The landlord shall not abuse the right of access nor use it to harass the tenant.

History.- s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use.- No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

History.- s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action; criminal offenses.- Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.

History.- s. 2, ch. 73-330; s. 7, ch. 2013-136.

83.55 Right of action for damages.- If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

History.- s. 2, ch. 73-330.

83.56 Termination of rental agreement.-

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(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance) .

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance) . Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county) , Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of , (year) .

(landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.

(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or
3. Post a new 3-day notice reflecting the new amount due.

(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).

(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History.- s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

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83.561 Termination of rental agreement upon foreclosure.-

(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.

(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.

(b) The tenant is entitled to the protections of s. 83.67.

(c) The 30-day notice of termination must be in substantially the following form:

NOTICE TO TENANT OF TERMINATION

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date) . If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address) .

(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).

(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.

(3) This section does not apply if:

(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.

(b) The tenant's rental agreement is not the result of an arm's length transaction.

(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.

(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.

History.- s. 1, ch. 2015-96.

83.57 Termination of tenancy without specific term.- A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

History.- s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration.-

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

History.- s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over.- If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

History.- s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession.-

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

History.- s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant.- If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;

(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;

(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or

(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

I agree, as provided in the rental agreement, to pay \$ _____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.

(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.

History.- s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure.-

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in

Landlord  () and Tenant  () acknowledge receipt of a copy of this page which is Page 15 of 18

(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.

(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Landlord () () and Tenant () () acknowledge receipt of a copy of this page which is Page 18 of 18

**Residential Lease for Single Family Home or Duplex
(FOR A TERM NOT TO EXCEED ONE YEAR)**

A BOX (☐) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. PARTIES. This is a lease (the "Lease") between LARANN, LLC, PO BOX 362042, MELBOURNE, FL 32936
(name and address of owner of the property)

_____("Landlord") and

DERICA L. EDWARDS
(name(s) of person(s) to whom the property is leased)

_____("Tenant").

Landlord's E-mail Address: LAMARREALTY@AOL.COM

Landlord's Telephone Number: 561-736-9790

Tenant's E-mail Address: _____

Tenant's Telephone Number: 561-853-4104

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 201B NE 9TH AVE, BOYNTON BEACH
(street address)

_____, Florida 33435
(zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called the "Premises"):

OVER STOVE MICROWAVE, STOVE/OVEN, SMOKE DETECTORS, REFRIDGERATOR

The Premises shall be occupied only by the Tenant and the following persons: CORDAJAH BROWN, DAUGHTER, DOB: 12/06/2007 (8YR),

DARRIAN EDWARDS, SON, DOB: 08/17/2011 (4YR) IS NOT TO LIVE AT THE PROPERTY, MAY ONLY VISIT AND SLEEP OVER ON WEEKENDS ONLY.

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on JUNE 1, 2017 and
(month, day, year)
ending MAY 31, 2018 (the "Lease Term").
(month, day, year)

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of \$ 700.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

in installments. If in installments, rent shall be payable

monthly, on the 1ST day of each month (if left blank, on the first day of each month) in the amount of \$ 700.00 per installment.

OR

weekly, on the _____ day of each week (If left blank, on Monday of each week.) in the amount of \$ _____ per installment.

in full on _____ in the amount of \$ _____
(date)

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Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of \$ _____ with each rent installment with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary

If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$ 700.00.
 If rent is paid in full, the total payment including taxes shall be in the amount of \$ _____.

All rent payments shall be payable to _____ at _____ (name) _____ (address) (If left blank, to Landlord at Landlord's address.)

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ through _____ in the amount of \$ _____ and shall be due on _____ (date) (date) (If rent paid monthly, prorate on a 30-day month.)

Tenant shall make rent payments required under the Lease by (choose all applicable) cash, ~~personal check~~, money order, cashier's check, or other _____ (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant to pay all future payments by money order, cashier's check, or official bank check or cash or other (specify) _____ and to pay bad check fees in the amount of \$ 50.00 (not to exceed the amount prescribed by Section 68.065, Florida Statutes).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ _____ in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or

to LARANN, LLC (name)
at PO BOX 362042, MELBOURNE, FL 32936 (address)

First <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>700.00</u>	due	<u>JUNE 1, 2017</u>
Prorated rent plus applicable taxes	\$ _____	due	_____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____ plus applicable taxes	\$ _____	due	_____
Last <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>700.00</u>	due	<u>PAID ON 1ST LEASE TERM</u>
Security deposit	\$ <u>700.00</u>	due	<u>PAID ON 1ST LEASE TERM</u>
Additional security deposit	\$ _____	due	_____
Security deposit for homeowners' association	\$ _____	due	_____
Pet Deposit	\$ _____	due	_____
Other <u>APPLICATION FEE</u>	\$ <u>60.00</u>	due	<u>PAID ON 1ST LEASE TERM</u>
Other <u>CLEANING FEE</u>	\$ <u>100.00</u>	due	<u>PAID ON 1ST LEASE TERM</u>

6. **LATE FEES.** (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ 70 + \$10/DAY (If left blank, 4% of the rent payment) for each rent payment made 4 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. **PETS AND SMOKING.** ~~Unless this box is checked or a pet deposit is paid,~~ Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

NO PETS ALLOWED

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

~~Unless this box is checked,~~ no smoking is permitted in the Premises.

8. **NOTICES.**

DESIREE FINKELSTEIN is Landlord's Agent. All notices must be sent to

Landlord LARANN, LLC at PO BOX 362042, MELBOURNE, FL 32936

Landlord's Agent _____ at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. **UTILITIES.** Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for 1/2 OF THE MONTHLY WATER BILL NOT TO EXCEED \$50.00, that Landlord agrees to provide at Landlord's expense (If blank, then "NONE").

10. **MAINTENANCE.** Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord/Tenant	Landlord/Tenant	Landlord/Tenant	Landlord/Tenant	Landlord/Tenant
<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>
roofs	windows	screens	perches	steps
<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	exterior walls
doors	floors	structural components	<input checked="" type="checkbox"/> <input type="checkbox"/>	locks and keys
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	smoke detection
foundations	plumbing	running water	<input type="checkbox"/> <input checked="" type="checkbox"/>	devices
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	cooling	<input type="checkbox"/> <input checked="" type="checkbox"/>	
heating	hot water			
<input checked="" type="checkbox"/> <input type="checkbox"/>				
electrical system				
<input checked="" type="checkbox"/> <input type="checkbox"/>				
garbage removal/ outside receptacles				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
extermination of rats, mice, roaches, ants and bedbugs				
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				
extermination of wood-destroying organisms				
<input checked="" type="checkbox"/> <input type="checkbox"/>				
lawn /shrubby	<input type="checkbox"/> <input checked="" type="checkbox"/>	pool/spa/hot tub		
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	filters (specify)		
water treatment	<input type="checkbox"/> <input checked="" type="checkbox"/>	interior walls		
<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>			
ceilings				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
Other (specify)				

TENANT IS REQUIRED TO CHANGE A/C FILTER MONTHLY AND KEEP A/C GRATES FREE OF DEBRIS.

Tenant shall notify _____ at _____ (name) (address)

(if left blank, Landlord at Landlord's address) and _____ (telephone number) of maintenance and repair requests.

11. **ASSIGNMENT.** ~~Unless this box is checked,~~ Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. **KEYS AND LOCKS.** Landlord shall furnish Tenant

- 1 # of sets of keys to the dwelling
- N/A # of mail box keys
- N/A # of garage door openers

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If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

_____ # of keys to _____
_____ # of remote controls to _____
_____ # of electronic cards to _____
_____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to _____ (name)
at _____ (address) (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT. Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
_____ (b) Records and reports available to the Lessor (check (i) or (ii) below):
(i) Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.
_____ (d) Lessee has received the pamphlet **Protect Your Family From Lead in Your Home**.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ (Signature) Lessor's signature DESIREE FINKELSTEIN, LARANN LLC	5-30-17 _____ Date	_____ (Signature) Lessor's signature	_____ Date
_____ (Signature) Lessee's signature DERICA L. EDWARDS	5-26-17 _____ Date	_____ (Signature) Lessee's signature	_____ Date
_____ (Signature) Agent's signature DESIREE FINKELSTEIN, LAMAR REALTY	_____ Date	_____ (Signature) Agent's signature	_____ Date

14. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

Landlord (_____) and Tenant (_____) acknowledge receipt of a copy of this page which is Page 4 of 18
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15. LANDLORD'S ACCESS TO THE PREMISES. Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - (1) with Tenant's consent;
 - (2) in case of emergency;
 - (3) when Tenant unreasonably withholds consent; or
 - (4) if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY LANDLORD TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 5, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. Landlord Tenant shall pay the security deposit required by the association, if applicable.

17. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

- A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.
- B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

20. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

21. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

22. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

23. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

24. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

25. TENANT'S TELEPHONE NUMBER. Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

26. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

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27. MISCELLANEOUS.

- A. Time is of the essence of the performance of each party's obligations under the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. BROKERS' COMMISSION. Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by Landlord Tenant for procuring a tenant for this transaction.

Real Estate Licensee

Real Estate Licensee

Real Estate Brokerage Company

Real Estate Brokerage Company

Commission

Commission

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

Landlord's Signature DESIREE FINKELSTEIN, LARANN LLC

Date

5-30-17

Landlord's Signature

Date

Landlord's Signature

Date

Tenant's Signature DERICA L. EDWARDS

Date

5-26-2017

Tenant's Signature

Date

This form was completed with the assistance of:

Name of Individual: DESIREE FINKELSTEIN

Name of Business: LAMAR REALTY CORPORATION

Address: PO BOX 362042, MELBOURNE, FL 32936

Telephone Number: 561-736-9790

Landlord (Signature) and Tenant (Signature) acknowledge receipt of a copy of this page which is Page 6 of 18 RLHD-3x Rev. 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Early Termination Fee/Liquidated Damages Addendum

I agree, as provided in the rental agreement, to pay \$ 1,400.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Landlord's Signature *DESIRE FINKELSTEIN, LARANN LLC*



Landlord's Signature

Date

5-30-17

Date

Landlord's Signature

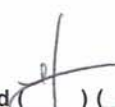

Date

Tenant's Signature *DERICA L. EDWARDS*

Date

Tenant's Signature

Date

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- (5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
- (6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
- (7) "Rental agreement" means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
- (8) "Good faith" means honesty in fact in the conduct or transaction concerned.
- (9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
- (10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.
- (11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
- (12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.
- (13) "Legal holiday" means holidays observed by the clerk of the court.
- (14) "Servicemember" shall have the same meaning as provided in s. 250.01.
- (15) "Active duty" shall have the same meaning as provided in s. 250.01.
- (16) "State active duty" shall have the same meaning as provided in s. 250.01.
- (17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
 - (a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
 - (b) Charges for damages to the dwelling unit.
 - (c) Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.

History.- s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith.- Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

History.- s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision.-

- (1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.
- (2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

History.- s. 2, ch. 73-330.

83.46 Rent; duration of tenancies.-

- (1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.
- (2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.
- (3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

History.- s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements.-

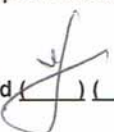

- (1) A provision in a rental agreement is void and unenforceable to the extent that it:
 - (a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
 - (b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.
- (2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

History.- s. 2, ch. 73-330.

83.48 Attorney fees.- In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.

History.- s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant.-

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(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:

- (a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
- (b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
- (c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.

(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:

- (a) Be given in person or by mail to the tenant.
- (b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
- (c) State whether the tenant is entitled to interest on the deposit.
- (d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

- (a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

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If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

History.- s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.

Note.- Former s. 83.261.

83.50 Disclosure of landlord's address.- In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

History.- s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises.-

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

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(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance) .

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance) . Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county) , Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the _____ day of _____, (year) .

(landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.

(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

- 1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
- 2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or
- 3. Post a new 3-day notice reflecting the new amount due.

(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).

(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History.- s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

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83.561 Termination of rental agreement upon foreclosure.-

(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.

(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.

(b) The tenant is entitled to the protections of s. 83.67.

(c) The 30-day notice of termination must be in substantially the following form:

NOTICE TO TENANT OF TERMINATION

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date) . If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address) .

(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).

(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.

(3) This section does not apply if:

(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.

(b) The tenant's rental agreement is not the result of an arm's length transaction.

(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.

(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.

History.- s. 1, ch. 2015-96.

83.57 Termination of tenancy without specific term.- A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

History.- s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration.-

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

History.- s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over.- If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

History.- s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession.-

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

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(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

History.- s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant.- If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;

(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;

(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or

(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

I agree, as provided in the rental agreement, to pay \$ _____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.

(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.

History.- s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure.-

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.

(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.

History.- s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

83.61 Disbursement of funds in registry of court; prompt final hearing.- When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship

Landlord (J) and Tenant ([Signature]) acknowledge receipt of a copy of this page which is Page 15 of 18

tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

History.- s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part.-

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.

(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

History.- s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember.-

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;

(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;

(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.

(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

History.- s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.


83.683 Rental application by a servicemember. -

(1) If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with.

Landlord ([Signature]) () and Tenant ([Signature]) () acknowledge receipt of a copy of this page which is Page 17 of 18

(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.

(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Landlord () (_____) and Tenant () (_____) acknowledge receipt of a copy of this page which is Page 18 of 18

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

History.--s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part.

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s.

83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.

(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

History.--s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember.

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;

(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;

(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.

(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

History.--s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

6. **LATE FEES.** (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ 70 + \$10/DAY (If left blank, 4% of the rent payment) for each rent payment made 4 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. **PETS AND SMOKING.** ~~Unless this box is checked or a pet deposit is paid,~~ Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

NO PETS ALLOWED
(Specify number of pets, type(s), breed, maximum adult weight of pets.)

~~Unless this box is checked,~~ no smoking is permitted in the Premises.

8. **NOTICES.**

DESIREE FINKELSTEIN is Landlord's Agent. All notices must be sent to
 Landlord LARANN, LLC at PO BOX 362042, MELBOURNE, FL 32936
 Landlord's Agent _____ at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. **UTILITIES.** Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for 1/2 OF THE MONTHLY WATER BILL NOT TO EXCEED \$50.00, that Landlord agrees to provide at Landlord's expense (if blank, then "NONE").

10. **MAINTENANCE.** Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

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27. MISCELLANEOUS.

- A. Time is of the essence of the performance of each party's obligations under the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. BROKERS' COMMISSION. Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by Landlord Tenant for procuring a tenant for this transaction.

Real Estate Licensee	Real Estate Licensee
Real Estate Brokerage Company	Real Estate Brokerage Company
Commission	Commission

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

Landlord's Signature <i>DESIREE FINKELSTEIN, LARANN LLC</i>	Date
	5-30-17
Landlord's Signature	Date
Landlord's Signature	Date
	5-26-2017
Tenant's Signature <i>DERICA L. EDWARDS</i>	Date
Tenant's Signature	Date

This form was completed with the assistance of:

Name of Individual: DESIREE FINKELSTEIN
Name of Business: LAMAR REALTY CORPORATION
Address: PO BOX 362042, MELBOURNE, FL 32936
Telephone Number: 561-736-9790

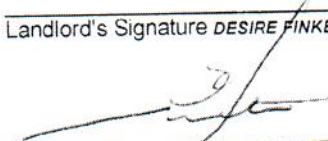
Landlord and Tenant acknowledge receipt of a copy of this page which is Page 6 of 18
RLHD-3x Rev. 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules
Regulating the Florida Bar.

Early Termination Fee/Liquidated Damages Addendum

I agree, as provided in the rental agreement, to pay \$ 1,400.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Landlord's Signature DESIRE FINKELSTEIN, LARANN LLC



Landlord's Signature

Date

5-30-17

Date

Landlord's Signature



Tenant's Signature DERICA L. EDWARDS



Date

7-5-17

Date

Tenant's Signature

Date

Landlord () and Tenant () acknowledge receipt of a copy of this page which is Page 7 of 18
RLHD-3x Rev.7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules
Regulating the Florida Bar.

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A P P R A I S A L R E P O R T

**TWO DWELLING RESIDENTIAL PROPERTY
201 NORTHEAST 9 AVENUE
BOYNTON BEACH, FLORIDA 33435**

by

**Vance Real Estate Service
7481 Northwest Fourth Street
Plantation, Florida 33317-2204**

for

**Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435**

February 2, 2018



February 2, 2018

Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435

RE: Two-family dwelling, 201 Northeast 9 Avenue, 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 February 2, 2018. The report sets forth our value conclusion, along with data and reasoning supporting our 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 2018-2019). This report is 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 the market value of the appraised property, subject to definitions, certifications, and limiting conditions set forth in the attached report.

ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS
\$144,000

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SIXTY-FIVE (65) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)

Respectfully submitted,

A handwritten signature in cursive script that reads "Jesse B. Vance, Jr.".

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser RZ-85

A handwritten signature in cursive script that reads "Claudia Vance".

Claudia Vance, MAI
State-Certified General Real Estate Appraiser RZ-173

MBA in REAL ESTATE DEVELOPMENT & MANAGEMENT

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INTRODUCTION



Looking North @ Subject Duplex



East Building Elevation



West Building Elevation



Rear (North) Building Elevation



Unit "B" Living Area



Unit "B" Kitchen



Unit "B" Bedroom #1



Unit "B" Bedroom #2

PHOTOS OF THE APPRAISED DUPLEX

**201 NE 9th Avenue
Boynton Beach, Florida 33435**



Interior Hallway



Bathroom in Unit "B"



Looking East on NE 9th Avenue



Looking West on NE 9th Avenue

ADDITIONAL PHOTOS OF SUBJECT DUPLEX & ENVIRONS



**AERIAL VIEW OF THE APPRAISED PROPERTY
201 NORTHEAST 9 AVENUE
BOYNTON BEACH, FL 33435**



Demographics

BBCRA 201 NE 9 Ave
 201 SE 9th Ave, Boynton Beach, Florida, 33435
 Rings: 1, 3, 5 mile radii

VANCE REAL ESTATE SERVICE

Latitude: 26.51939
 Longitude: -80.06183

	1 mile	3 miles	5 miles
Population			
2000 Population	13,687	62,377	158,457
2010 Population	14,616	69,763	175,055
2017 Population	17,081	77,081	189,754
2022 Population	18,595	82,386	200,866
2000-2010 Annual Rate	0.66%	1.13%	1.00%
2010-2017 Annual Rate	2.17%	1.39%	1.12%
2017-2022 Annual Rate	1.71%	1.34%	1.14%
2017 Male Population	48.1%	47.8%	47.6%
2017 Female Population	51.9%	52.2%	52.4%
2017 Median Age	46.1	45.2	47.2

In the identified area, the current year population is 189,754. In 2010, the Census count in the area was 175,055. The rate of change since 2010 was 1.12% annually. The five-year projection for the population in the area is 200,866 representing a change of 1.14% annually from 2017 to 2022. Currently, the population is 47.6% male and 52.4% female.

Median Age

The median age in this area is 46.1, compared to U.S. median age of 38.2.

Race and Ethnicity

2017 White Alone	59.2%	61.1%	64.4%
2017 Black Alone	33.2%	31.2%	27.5%
2017 American Indian/Alaska Native Alone	0.3%	0.3%	0.3%
2017 Asian Alone	1.6%	1.7%	2.1%
2017 Pacific Islander Alone	0.0%	0.0%	0.0%
2017 Other Race	3.2%	3.1%	3.3%
2017 Two or More Races	2.3%	2.6%	2.4%
2017 Hispanic Origin (Any Race)	14.9%	15.1%	15.5%

Persons of Hispanic origin represent 15.5% of the population in the identified area compared to 18.1% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 63.9 in the identified area, compared to 64.0 for the U.S. as a whole.

Households

2000 Households	6,287	27,312	69,048
2010 Households	6,635	30,184	75,875
2017 Total Households	7,770	33,342	81,817
2022 Total Households	8,457	35,622	86,393
2000-2010 Annual Rate	0.54%	1.00%	0.95%
2010-2017 Annual Rate	2.20%	1.38%	1.05%
2017-2022 Annual Rate	1.71%	1.33%	1.09%
2017 Average Household Size	2.19	2.28	2.30

The household count in this area has changed from 75,875 in 2010 to 81,817 in the current year, a change of 1.05% annually. The five-year projection of households is 86,393, a change of 1.09% annually from the current year total. Average household size is currently 2.30, compared to 2.28 in the year 2010. The number of families in the current year is 47,042 in the specified area.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022. Esri converted Census 2000 data into 2010 geography.



Demographics

BBCRA 201 NE 9 Ave
 201 SE 9th Ave, Boynton Beach, Florida, 33435
 Rings: 1, 3, 5 mile radii

VANCE REAL ESTATE SERVICE

Latitude: 26.51939
 Longitude: -80.06183

	1 mile	3 miles	5 miles
Median Household Income			
2017 Median Household Income	\$44,856	\$49,312	\$51,296
2022 Median Household Income	\$50,678	\$55,031	\$57,439
2017-2022 Annual Rate	2.47%	2.22%	2.29%
Average Household Income			
2017 Average Household Income	\$66,712	\$71,943	\$74,897
2022 Average Household Income	\$76,116	\$81,947	\$85,427
2017-2022 Annual Rate	2.67%	2.64%	2.67%
Per Capita Income			
2017 Per Capita Income	\$30,076	\$31,883	\$32,675
2022 Per Capita Income	\$34,269	\$36,174	\$37,103
2017-2022 Annual Rate	2.64%	2.56%	2.57%

Current median household income is \$51,296 in the area, compared to \$56,124 for all U.S. households. Median household income is projected to be \$57,439 in five years, compared to \$62,316 for all U.S. households

Current average household income is \$74,897 in this area, compared to \$80,675 for all U.S. households. Average household income is projected to be \$85,427 in five years, compared to \$91,585 for all U.S. households

Current per capita income is \$32,675 in the area, compared to the U.S. per capita income of \$30,820. The per capita income is projected to be \$37,103 in five years, compared to \$34,828 for all U.S. households

Housing			
2000 Total Housing Units	8,053	33,063	81,678
2000 Owner Occupied Housing Units	4,402	19,912	52,270
2000 Renter Occupied Housing Units	1,885	7,399	16,778
2000 Vacant Housing Units	1,766	5,752	12,630
2010 Total Housing Units	9,389	38,912	94,222
2010 Owner Occupied Housing Units	3,953	19,461	53,659
2010 Renter Occupied Housing Units	2,682	10,723	22,216
2010 Vacant Housing Units	2,754	8,728	18,347
2017 Total Housing Units	10,634	42,089	100,583
2017 Owner Occupied Housing Units	4,065	19,419	53,375
2017 Renter Occupied Housing Units	3,705	13,922	28,442
2017 Vacant Housing Units	2,864	8,747	18,766
2022 Total Housing Units	11,570	44,694	106,035
2022 Owner Occupied Housing Units	4,335	20,430	55,752
2022 Renter Occupied Housing Units	4,122	15,192	30,641
2022 Vacant Housing Units	3,113	9,072	19,642

Currently, 53.1% of the 100,583 housing units in the area are owner occupied; 28.3%, renter occupied; and 18.7% are vacant. Currently, in the U.S., 55.6% of the housing units in the area are owner occupied; 33.1% are renter occupied; and 11.3% are vacant. In 2010, there were 94,222 housing units in the area - 56.9% owner occupied, 23.6% renter occupied, and 19.5% vacant. The annual rate of change in housing units since 2010 is 2.95%. Median home value in the area is \$200,366, compared to a median home value of \$207,344 for the U.S. In five years, median value is projected to change by 5.25% annually to \$258,749.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022. Esri converted Census 2000 data into 2010 geography.

LEGAL DESCRIPTION & CERTIFICATIONS

PROPERTY PHOTO



LOCATION MAP



NORTH
SCALE

PROPERTY ADDRESS:

201 N.E. 9TH AVENUE, , FLORIDA

CERTIFIED TO:

SEPERATE PROPERTY, LLC

ELEVATIONS:

FLOOD ZONE: C

COMMUNITY PANEL NO. 1201960004C

DATE OF FIRM: SEPT 30, 1982

LEGAL DESCRIPTION:

LOT 172, ARDEN PARK ADDITION TO BOYNTON BEACH . ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, PLAT BOOK 2, PAGE 96.

GENERAL NOTES:

1. LEGAL DESCRIPTION PROVIDED BY OTHERS.
2. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECT THIS PROPERTY.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCUMBERANCES NOT SHOWN ON THE PLAT.
4. THE PURPOSE OF THIS SURVEY IS FOR THE USE IN OBTAINING TITLE INSURANCE AND FIANCING AND SHOULD NOT BE USED FOR CONSTRUCTION, PERMITTING, DESIGN OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF MIGUEL ESPINOSA LAND SURVEYING.
5. UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
6. ONLY VISABLE AND ABOVE GROUND ENCROACHMENTS LOCATED.
7. WALL TIES ARE TO THE FACE OF THE WALL.
8. FENCE OWNERSHIP NOT DETERMINED.
9. BEARINGS REFERENCED TO LINE NOTED AS B.R.
10. BOUNDARY SURVEY MEANS A DRAWING AND/OR COLOR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE.
11. NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
12. NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYORS EMBOSSED SEAL.
13. DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
14. ELEVATIONS IF SHOWN ARE BASED UPON N.G.V.D. 1929 UNLESS OTHERWISE NOTED.
15. THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED.
16. THIS BOUNDARY SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF TEH ENTITIES NAMED HEREON, THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.
17. DUE TO ILLEGIBLE PLAT ALL ANGLES AND DISTANCES ARE FIELD MEASURED.

ENCROACHMENT DETAILS

- A. CONCRETE DRIVEWAY ENCROACHES ONTO ADJACENT PROPERTY.
- B. ASPHALT ENCROACHES INTO SOUTHWEST CORNER OF SUBJECT PROPERTY.

S.F.E.S. INC
MIGUEL ESPINOSA LAND SURVEYING, INC.
 10665 SW 190TH STREET
 MIAMI, FL 33157
 OFFICE: (954)415-0807
 FAX: (954)916-7744
 LB # 6463

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE STATE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G7-6 FLORIDA ADMINISTRATIVE CODE, SUBJECT TO 472.027 FLORIDA STATUTES

SIGNED: DATE: 2010.12.21
 18.09.52
 -0600'

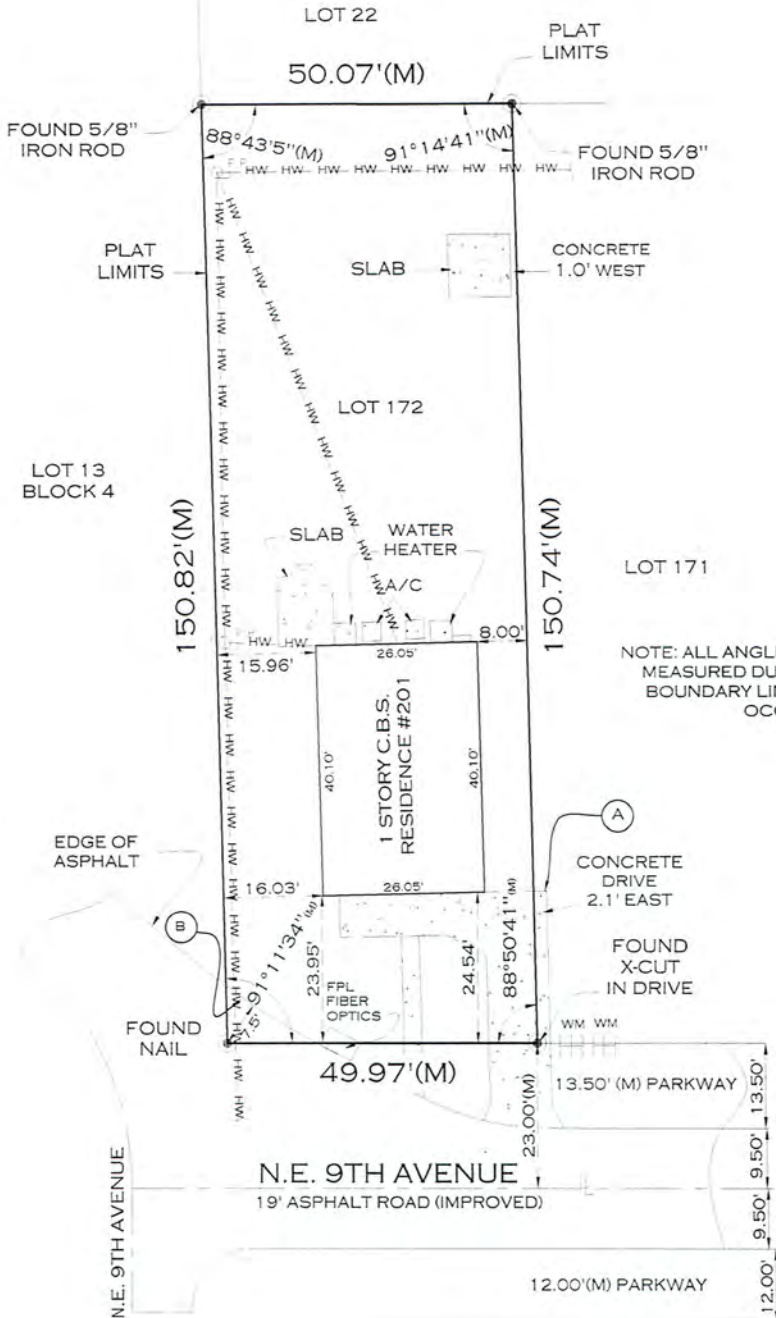
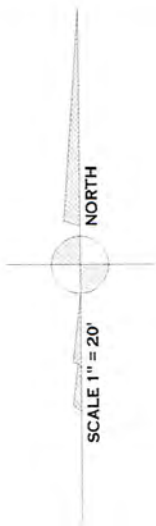
SURVEY MAP AND REPORT OF THIS SURVEY ARE NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AN AUTHENTICATED ELECTRONIC SEAL OR A RAISED SEAL AND SIGNATURE

NOTES / REVISIONS

TYPICAL LEGEND NOTES

U.E. = UTILITY EASEMENT	HW - HW = OVERHEAD WIRES	IP = PLAT	ME = MEASURED	TEL = TELEPHONE	CAIV = CABLE TV	WELL = WELL	SEWER = SEWER	HYDRANT = HYDRANT
MISC FENCE	METAL FENCE	WOOD FENCE	SECTION QUARTER CORNER	SECTION QUARTER CORNER	SECTION QUARTER CORNER	CENTERLINE ROAD	TREE	WATER METER
(P.O.C) = POINT OF COMMENCEMENT	(P.O.B) = POINT OF BEGINNING	GATE VALVE	WATER VALVE	CONCRETE/A/C PAD	TELEPHONE RISER	PROPERTY COR	EXISTING ELEVATION	BENCHMARK
CONC.	ASPHALT	WOOD DECK	TILE	PAVER BRICK	CBS WALL	COVERED AREA		

MAP OF BOUNDARY SURVEY



NOTE: ALL ANGLES AND DISTANCES ARE MEASURED DUE TO ILLEGIBLE PLAT. BOUNDARY LINES SHOWN ARE PER OCCUPATION.



I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES.

Miguel Espinosa

2010.12.21
18:11:25
-05'00'

SIGNED _____ DATE _____
MIGUEL ESPINOSA, P.S.M. No. 5101
STATE OF FLORIDA LB No. 6463
SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AN AUTHENTICATED ELECTRONIC SEAL, OR A RAISED SEAL AND SIGNATURE, NOT VALID WITHOUT PAGE 1 12

S.F.E.S. INC
MIGUEL ESPINOSA LAND SURVEYING, INC.
10665 SW 190TH STREET
MIAMI, FL 33157
OFFICE: (954)415-0807
FAX: (954)916-7744
LB # 6463

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED:	Two dwelling residential property 201 Northeast 9 Avenue Boynton Beach, FL 33435
OWNERSHIP:	Larann LLC P O Box 362042 Melbourne, FL 32936
LAND AREA:	7,500 square feet
IMPROVEMENTS:	Residential property with two dwellings containing at total of 1,040 square feet of building area, constructed in 1949. Each unit consists of two bedrooms and two bathrooms. Average unit size is 520 square feet.
ZONING:	“MU-L2”, Mixed Use Low Density 2, in the city of Boynton Beach
APPRAISAL PURPOSE:	To develop an opinion of market value
INTEREST APPRAISED:	Fee simple
CURRENT USE:	Two residential dwelling units
HIGHEST AND BEST USE:	As vacant: Any residential use permitted in the “MU-L2” zoning district when the appraised land is assembled with other parcels to a minimum standard land area of 0.75 acres. As improved: Two dwelling units

VALUE BY THE SALES COMPARISON APPROACH:

ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS
\$144,000

VALUATION DATE: **February 2, 2018**

Exposure Time: 6 months prior to selling at the appraised value

DESCRIPTIONS, ANALYSES, CONCLUSIONS

APPRAISAL REPORT

This is an APPRAISAL REPORT that complies with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2018 - 2019)

2-2(a)(i) *State the identity of the client; state the identity of any intended users by name or type;*

The client and intended user of this report is the Boynton Beach Community Redevelopment Agency.

2-2(a)(ii) *State the intended use of the appraisal;*

The intended use of the appraisal is for possible acquisition of the appraised property. Any other use is not intended.

2-2(a)(iii) *Summarize information sufficient to identify the real involved in the appraisal, including the physical, legal and economic property characteristics relevant to the assignment;*

Owner: Larann LLC
 P O Box 362042
 Melbourne, FL 32936

Property Address: 201 Northeast 9 Avenue
 Boynton Beach, FL 33435

Legal Description: Lot 172, ARDEN PARK, Plat Book 2, page 96,
 Palm Beach County, FL

Census Tract No. 61

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Real Estate Tax: Parcel Control Number: 08 43 45 21 18 000 1720

Land Value:	\$12,350
Improvement Value:	<u>62,077</u>
Total Value:	\$74,427
Assessed Value:	\$67,320

Ad Valorem Tax:	\$ 1,486
Non Ad Valorem Tax:	\$ 436
Total Tax:	\$ 1,922

No exemptions for this property.

Properties are assessed in arrears by the county property appraiser. The tax bill is issued in November and a 4% discount is given to a tax payer if the amount is paid in November. The discount diminishes until March, when the tax is due and payable.

In Florida, the taxable (assessed) value for non-homesteaded properties can be increased to a maximum of 10% per year, from tax year 2009 going forward, based on a constitutional amendment voted on by the electorate of the state. There are some exceptions which relate to school taxing districts. However, the millage of the city can increase; thus, real estate taxes can continue to increase from year to year. The 10% per year increase cap accounts for the difference between the Total Value of the appraised property and the Assessed Value.

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Market Area Description: Boundaries and Market Composition & Transportation Infrastructure

The general market area is the City of Boynton Beach in eastern-central Palm Beach County. Population of the city is about 72,000 residents; land area of the municipality is about 16 square miles situated between Delray Beach on the south and Lake Worth on the north. The town was named for an early developer, Nathan Boynton, a former major in the Union Army in the Civil War. The city was founded in 1898 and incorporated in 1920. Most of the original buildings were destroyed in the hurricane of 1926, though a few remain. Others which were constructed in the early 1920's are still in use with repairs and replacements over the decades. Time and economic trends take a toll on properties; thus, in 1984 a redevelopment plan was adopted for the Community Redevelopment Area (CRA) in the city. It covers 1,650 acres in the central part of the municipality west of the Intracoastal Waterway.

One of the districts in the CRA is the immediate subject market area known as the Heart of Boynton (HOB), containing 380 acres. This area is the historic, older part of the CRA, with the following boundaries: Boynton Beach Canal (C-16) on the north, Florida East Coast (FEC) Railroad on the east, Interstate 95 on the west, and jagged line a few blocks north of Boynton Beach Boulevard as the south boundary, at about NE 3 Avenue.

Agriculture and farming had been important activities in past centuries in Boynton Beach. Commerce came to the area when Henry Flagler extended the Florida East Coast Railway from West Palm Beach to Miami in 1896. The railroad was the main mode of transportation to bring visitors and manufactured products to the city as well as transporting produce grown in the vicinity out of the area to other cities in the southeastern United States.

Boynton Beach Boulevard is the principal east-west artery in the subject market area, having an interchange with Interstate 95 on the west side of the neighborhood. The boulevard continues west through Palm Beach County to its terminus at State Road 7/ U S Highway 441.

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Two miles east of State Road 7, it has an interchange with Florida's Turnpike. Boynton Beach Boulevard commences on the east at U S Highway 1, just to the east of the FEC Railroad. U S Highway 1 is the main north-south artery through eastern Palm Beach County and extends along the eastern seaboard of the United States.

Seacrest Boulevard is a main north-south artery through the City of Boynton Beach and south into Delray Beach. Martin Luther King, Jr. Boulevard is an east-west thoroughfare through the Heart of Boynton. The immediate subject market area is easily accessible by main roads and Interstate 95.

Property types in the Heart of Boynton are smaller commercial establishments along the main roads, light industrial close to the FEC Railroad, municipal facilities, single family residential, small multi-family dwellings, a few apartment buildings and places of worship. As mentioned, some structures date back to the 1920's, but most which are still usable were built in the mid-twentieth century. Municipal facilities in the immediate subject market area include parks, two elementary schools and a community center.

Recent projects implemented in the Heart of Boynton are:

- Seacrest Boulevard Streetscape
- Carolyn Sims Center
- Ocean Breeze West - 21 homes –joint venture with Habitat for Humanity
- Construction of single family residences on Martin Luther King, Jr. Boulevard

Future projects are:

- Revitalization of Martin Luther King, Jr. Boulevard and surroundings
- Redevelopment of the Public Works site
- Establishment of mixed use districts of residential and commercial
- Expansion of light industrial near the FEC Railroad
- Widening and extension of NW 11 Avenue, west of Seacrest Boulevard.

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Population Trends

The demographic survey in the beginning of the report of 1, 3, and 5 mile radial circles from the appraised property shows the median household income for 2017 in the one-mile radius is \$44,856, for three miles it is \$49,312, and \$51,296 for the five mile circle. All are lower than the median household income for Palm Beach County of \$54,400, even though the east parts of the circles include the residents all the way to the Atlantic Ocean. In the one-mile circle, population is 17,081. In three miles, population increases to 77,081; at five miles, it is 189,754. However, about one-third of the three and five mile circles are over the Atlantic Ocean. Annual growth rate is anticipated to be 1.14% to 1.71% in the three circles during the next five years as the economy and job market improves in South Florida, and new multi-family residential complexes are constructed. The median age in the market area is 46.1 years compared to the U. S. median age of 38.2 years. 53% of the housing units are owner occupied, with 28% rented. The percentage of renters is higher in this market because many of the single family houses are owned by investors who purchased them after the economic crash in 2008. Vacancy is reported to be 19%; however, this amount is high due to the undercount of the other two categories. Median home value in the five-mile area is \$200,366, compared to median home value of \$207,344 in the United States.

The life cycle stage of the market area is stability, a period of equilibrium without marked gains or losses, after a period of decline. The purpose of the Heart of Boynton Community Redevelopment Plan is to revitalize the market area with new housing options and business opportunities. There are examples of new houses along Martin Luther King, Jr. Boulevard, with more planned in the immediate vicinity.

Economic Trends

During 2005-2006, the subject market area was experiencing a rise in property prices due primarily to the availability of financing with adjustable rate mortgages.

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Interest rates adjusted upward, but rental rates of multi-family properties did not. For single family residences, interest rates on mortgages adjusted upward, but homeowners' incomes did not increase. Scenarios were the same for many property types, all with the same result of owners' inability to make the payments and mortgages foreclosed. This situation was exacerbated by the economic crash in late 2008, followed by the Great Recession. The foreclosure cycle appears to have ended. Currently, sales are between individuals or investors who previously purchased the properties from foreclosing lenders. Current buyers will reside in the properties or hold them in their investment portfolios.

Third party lenders are providing financing to investors and residents, at high loan to price ratios. Sale prices for single-family residences in the subject market area and close vicinity are in the range of \$85,000 to \$180,000, depending on building size, age and condition. Price range for multi-family dwellings are from about \$70,000 to \$100,000 per unit based on the same factors. Land unit prices are from about \$4.00 to \$7.00 per square foot.

Family Dollar Store is an addition to the subject market area; it consists of an 8,100 square foot commercial building at the southeast corner of the signalized intersection of Martin Luther King, Jr. Boulevard and North Seacrest Boulevard. More revitalization in the CRA is taking place along US Highway 1, in the southern part of the corridor near Ocean Avenue and Boynton Beach Boulevard with projects such as 500 Ocean, with 341 residential units, 20,000 square feet of retail space and 6,000 square feet of office. Ocean One at 114 N Federal Highway is planned for 358 apartments, 12,075 square feet of retail, 120 hotel room and 439 parking spaces. The Villages at East Ocean Avenue were approved for 371 dwelling units and 15,757 square feet of commercial space.

Interest rates adjusted upward, but rental rates of multi-family properties did not. For single family residences, interest rates on mortgages adjusted upward, but homeowners' incomes did not increase.

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Town Square, a major redevelopment project, will take place on Boynton Beach Boulevard and NE 1 Street, encompassing 16.5 acres of land where the current city hall and police station stand. The new project will include two 8-story apartment buildings with 230 and 244 units, 144 unit assisted living facility, 120 room hotel, 31,800 square feet of retail/ office, a new city hall, police station, fire station and park. Renovation of the historic high school is part of the project.

The redevelopment goal is to transform Boynton Beach from a retirement community to a vibrant city where residents can enjoy living and working in an attractive setting.

Conclusion

The immediate subject market area of the Heart of Boynton (HOB) has the components of an appealing neighborhood with schools, parks and recreation. HOB is easily accessible by main roads and Interstate 95. Goods and services are nearby on Boynton Beach Boulevard and U S Highway 1. With the involvement of the City of Boynton Beach and the Community Redevelopment Agency, Heart of Boynton Community Redevelopment Plan can continue to succeed in revitalizing the area.

Land Use: Mixed Use

Zoning: “MU-L2”, Mixed Use Low Density in the city of Boynton Beach. Prior zoning district was “R-2”, Single and Two-family Residential District with the purpose to implement the medium density residential future land use map classification of the comprehensive plan.

Minimum lot area for “MU-L2” is 0.75 of an acre or 32,670 square feet. Most lots in the area contain 7,500 square feet.

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Thus, five lots would have to be assembled (7,500 square feet x 5 lots = 37,500 square feet) to be of sufficient size for development. Minimum lot frontage is 100 feet. Maximum density is 30 units per acre. An excerpt from the zoning ordinance is in the Addenda. Determination of the use of one lot of 7,500 square feet would have to be made by city officials.

Permitted residential uses include two-family dwellings, multi-family dwellings, mixed use, live-work units, and townhouses. Single family use is not permitted. Commercial uses are only permitted on arterials and collector roads. Sites on local roads would be restricted to residential uses. City officials make the determination of allowed uses and permitted density of sites.

The city of Boynton Beach is holding public hearings on the rezoning of the immediate subject market area from "MU-L2", maximum 30 dwelling units per acre to "MU-2", Mixed Use 2 District, maximum 40 dwelling units per acre. A copy of the notice is in the Addenda. It cites the zoning change as "city-initiated." The effect would be an increased yield of the land to attract a developer to construct a mixed use project which might be a catalyst for further private redevelopment of the market area. However, the location of the zoning change is only on Martin Luther King, Jr. Boulevard and NE 9 Avenue, 125 feet east of North Seacrest Boulevard.

The rezoning has the support of the city, increasing the reasonable probability that the change will occur.

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

The issue is to assemble sites of individual lots large enough to accommodate a new mixed use project. The Boynton Beach Community Redevelopment Agency (CRA) has been acquiring properties for this purpose over the years. The intended use of this appraisal is to assist the CRA in purchasing the appraised property for assemblage.

Site Description:

The shape of the site is rectangular. The sketch of survey for the property is in the beginning of the report.

North boundary on adjacent property:	50.07feet
East boundary on adjacent property:	150.74 feet
South boundary NE 9 Avenue:	49.97 feet
West boundary on adjacent property:	150.82 feet

Total: Approximately 7,500 square feet or
 0.1722 of an acre

Utilities:

All utilities are available to the site.

Access:

The site is accessible via NE 9 Avenue, a two-laned, local road with streetlights, but no sidewalks.

Easements:

Easements are not noted on the sketch of survey. If they exist, utility easements would be most probably be around the perimeter of the lot.

Encroachments:

The sketch of survey cites two encroachments: concrete driveway encroaches on to the adjacent property and asphalt paving encroaches into the southwest corner of the subject property.

APPRAISAL REPORT (continued)

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Improvement Description: The appraised improvement is a one-story, two dwelling residence containing 1,040 square feet of enclosed area, constructed in 1949. Building sketch is in the Addenda. Average unit size is 520 square feet, divided into the following areas: living room, dining area, kitchen, two bedrooms and one bathroom.

Construction details are:

Historical Age: 69 years

Condition: Unit "A" was partially modernized after the current owner purchased the property. Unit "B" was an upgraded kitchen and bathroom.

Foundation: Reinforced concrete slab over concrete footings

Exterior Walls: Concrete block with concrete columns and tie beams; exterior finish is painted stucco

Floors: Smooth concrete covered with either carpet or ceramic tile

Interior Walls: Plaster

Roof System: Gable covered with asphalt shingles

Windows: Aluminum frame, single hung

HVAC: Wall units, cooling only

Plumbing: Two bathrooms, two kitchens

APPRAISAL REPORT (continued)

2-2(a)(iii) *Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)*

Site Improvements: Concrete paving, sod and trees

Parking: Two parking spaces are required for apartments with two or more bedrooms. Thus, four parking spaces would be required for the subject. There does not appear to be adequate land to comply with this requirement.

Environmental Assessment: No assessment was available for review.

2-2(a)(iv) *State the real property interest appraised;*

A person who owns all the property rights is said to have *fee simple title*. A *fee simple title* implies absolute ownership unencumbered by any other interest or estate. Partial interests in real estate are created by selling, leasing, et cetera. Partial estates include *leased fee* and *leasehold estates*.

The interest appraised is fee simple.

2-2(a)(v) *State the type and definition of value and cite the source of the definition;*

The purpose of the appraisal is to develop an opinion of market value of the subject property as of February 2, 2018.

MARKET VALUE: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories:

APPRAISAL REPORT (continued)

1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale).

Market value appraisals are distinct from appraisals completed for other purposes because market value appraisals are based on a market perspective and on a normal or typical premise. These criteria are illustrated in the following definition of *Market Value**, provided here only as an example.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. *buyer and seller are typically motivated;*
2. *both parties are well informed or well advised and acting in what they consider their own best interests;*
3. *a reasonable time is allowed for exposure in the open market;*
4. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
5. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

* This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the *Interagency Appraisal and Evaluation Guidelines*, dated December, 2010.

Florida Court Definition: “Market Value is the price that a seller willing, but not compelled to sell, and a buyer willing, but not compelled to buy, would agree to in fair negotiations with knowledge of all the facts.” [Source: *Fla. Power & Light Co., v. Jennings*, 518 So.2d 895 (Fla. 1987)]

2-2(a)(vi) State the effective date of the appraisal and the date of the report;

A) Effective Date of the Appraisal: February 2, 2018

B) Date of the Report: February 2, 2018

APPRAISAL REPORT (continued)

2-2(a)(vii) *Summarize the scope of work used to develop the appraisal;*

The appraisal problem is to develop an opinion of value of the property based on its highest and best use. The appraiser inspected the property and photographed it. A thorough investigation was made into the physical characteristics of the property that could affect its value. The market area was surveyed to determine its stage of the life cycle. Research was conducted to ascertain economic factors that might influence value. Data research consisted of collecting, confirming, and reporting improved sales and rentals. The process included searches and analyses, inspections and confirmations, and final reporting. The appraiser examined several sources of sales data, including the multiple listing service, Palm Beach County Appraiser's records, the public records, and data from the appraiser's plant.

For Sales Comparison Approach, improved sales are compared to each other and to the property under appraisal. Rentals rates of properties which are similar to the subject are reviewed to ascertain market rent for the units. The value opinions by the various techniques of the Sales Comparison Approach are reconciled into a final value.

2-2(a)(viii) *Summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained;*

The information analyzed and appraisal method used is detailed in the valuation section of the report. Further, the reasoning that supports the analyses, opinions, and conclusions is explained in the valuation section. The Cost Approach is not used because of the age of the improvement. The Income Approach is not employed because owners of such properties typically do not manage the operations in a way which could be applied to a traditional Income Approach. However, valuation by Gross Income Multiplier is included in the Sales Comparison Approach. Exclusion of the Cost and Income Approaches to value still produces a creditable report.

APPRAISAL REPORT (continued)

SR 1-5 ***When the value opinion to be developed is market value, if such information is available in the normal course of business:***

a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal; and

The appraised property is listed for sale at a price of \$165,000. According to the property owner, there is a contract for purchase and sale of the property for \$139,500. The contract price is slightly less than the opinion of value expressed in this report, but close enough to support the value.

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

The appraised property was acquired by warranty deed on December 8, 2010 for \$38,000. A copy of the deed is in the Addenda. The amount of the sale price and date of sale are too far removed from the date of valuation to be of any relevance in this appraisal.

2-2(a)(ix) ***State the use of the real estate existing as of the date of value, and the use of the real estate or personal property reflected in the appraisal;***

The use of the real estate on the date of valuation is a two dwelling residential property, and it is this use which is reflected in the appraisal. No personal property is included in the valuation.

2-2(a)(x) ***When an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion.***

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Physically Possible as Vacant

No soil or subsoil tests are available for review. However, the site has been supporting a residential structure since the 1949. The land is level and filled to street grade. Land size is approximately 7,500 square feet and rectangular in shape. All utilities are available to the site. The site is accessible via NE 9 Avenue. Physical constraint to develop the site is its size which governs the number of potential improvements which can be placed on it.

Legally Permissible as Vacant

Legal restrictions to the development of the site consist of land use designation, building and zoning codes, platting restrictions and restrictive covenants. Land use designation is mixed use. Current zoning is “MU-L2”, Mixed Use Low Density, 30 dwelling units per acre. Minimum lot area is 0.75 of an acre or 32,670 square feet. The city of Boynton Beach is holding public hearings on the possibility of rezoning several blocks including the subject lot to “MU-2”, Mixed Use, 40 dwelling units per acre, with the same minimum lot area. The new zoning ordinance is not ready for review. Most probably, multi-family residential will be permitted in both districts; however, single family use will not. The intent of the mixed use districts is to have more dwelling units in the immediate subject market area to accommodate a growing population. The old model of small one or two family dwellings on a single lot with much of the land sitting vacant is inefficient. Greater productivity of the land is the upcoming strategy with multiple dwellings on a site sharing parking and recreational facilities. Thus, when the subject lot is assembled with other lots to reach the minimum lot area, the assembled site can currently be improved with 30 units per acre and potentially 40 units per acre in the future. City officials make the determination of use and number of improvements on a site.

Financially Feasible as Vacant

The third test of Highest and Best Use is economic feasibility. Demand for a certain property type must be evident for it to be feasible. For it to be financially feasible, the use must be marketable and provide the investor with a competitive return when compared with alternate uses.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

The subject market area has been improved with single-family residences and small multi-family dwellings for almost 100 years. Residences come to the end of their economic lives, improvements are razed and the sites are redeveloped with modern structures. There are examples of this cycle throughout the subject market area. New single family redevelopment projects in the subject vicinity are Ocean Breeze West with 21 homes, Eastview Park with market rate houses ranging from \$255,000 to \$300,000 constructed by D R Horton, and four new houses on West Martin Luther King, Jr. Boulevard sold from \$166,000 to \$195,000. The four houses are the result of the work of the Boynton Beach CRA and Boynton Beach Faith-Based Community Development Corporation.

The Heart of Boynton District also includes sections designated for higher intensity residential use along Martin Luther King (MKL), Jr. Boulevard east of Seacrest Boulevard. To have sites to accommodate larger multifamily projects, the lots to the north and south of those along MLK, Jr. Boulevard are also included. The appraised lot is in this section. As discussed, minimum lot area is 32,670 square feet. Financially feasibility for the lot concerned is to assemble it with surrounding lots to have a minimum of 0.75 of an acre to meet the standard in the existing or potential zoning district to be able to develop the site with a mixed use project. The most probable buyer of the subject lot would be a local or regional developer that would construct such a project. Time for development is after the rezoning that would permit up to 40 dwelling units per acre to increase the land's yield.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the appraised property as vacant is for assemblage with surrounding lots for a mixed use project that would be permissible in the new zoning district of "MU-2". Such uses would be potentially physically possible, most probably legally permissible, financially feasible and maximally productive.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

Physically Possible Improved

The improvement appraised is a two dwelling residence constructed in 1949. It is in average condition for its age. If necessary or desired, demolition is physically possible.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

Legally Permissible Improved

A two dwelling residence appears to be legally permissible in the existing “MU-L2” zoning district. There does not appear to be sufficient space to have car storage for four vehicles. Due to the age of the improvement, there may be other aspects of the property that do not meet current zoning standards. The city makes the determination if the property is a legal non-conforming use.

Financially Feasible Improved

There is an active market for two dwelling residences in the subject market area in the price range of the appraised value. Exposure time to the market for these properties is short, typically a few weeks. Although, most of the sales are in cash, third party lenders are taking high loan to price mortgages on them.

The appraised property seems to be in leasable condition, being able to command a rental rate commensurate with the improved sales and rentals cited in the report. Due to the advanced age of the improvement, it would not be financially feasible to renovate the structure. Rather, maintain it through repairs to the end of its useful life.

Maximally Productive Improved

The maximally productive use of the property as improved is its current use as a two dwelling residence, which use is physically possible, probably legally permissible, financially feasible and maximally productive.

2-2(a)(xi) Clearly and Conspicuously: State all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment result.

There are no extraordinary assumptions or hypothetical conditions in this report.

2-2(a)(xii) Include a signed certification in accordance with Standards Rule 2-3

See signed certification in report.

SALES COMPARISON APPROACH



Multifamily Sale 1: 522 NW 11 Avenue



Multifamily Sale 2: 211 NW 7 Court



Multifamily Sale 3: 229 NW 1 Avenue



Multifamily Sale 4: 620 NE 12 Avenue

PHOTOS OF MULTIFAMILY BUILDING SALES

MULTI-FAMILY BUILDING SALES

SALE NO.	1
LEGAL DESCRIPTION	Lots 289 and 290, CHERRY HILLS, Plat Book 4, page 58 Palm Beach County Public Records.
RECORDED	O.R. Book 29387, Page 697 of Palm Beach County Public Records
GRANTOR	J & T Florida Investments, LL
GRANTEE	Samir's Development, Inc.
DATE OF SALE	September 15, 2017
LOCATION	522 NW 11 Avenue Boynton Beach, Florida
ZONING	"R-2", Single and two-family residential district
SALE PRICE	\$143,500
PROPERTY DESCRIPTION	One-story CBS, duplex, constructed in 1973 containing 1,600 square feet of enclosed building area. The building consists one (1/1) unit rented at \$650 per month and one (2/1) unit rented at \$900 per month. Land size is 5,088 square feet.
UNITS OF COMPARISON	\$89.69 per square foot of building, including land \$71,750 per Unit 800 sq.ft. average unit size 7.72 Gross Income Multiplier 3.18:1 Land to Building Ratio
FOLIO NUMBER	08-43-45-21-14-000-2890
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMATION	Tricia Bustos, grantor
COMMENTS	Prior sale of the property at \$115,000 in September, 2016. Repairs were made to the property before the current sale occurred.

MULTI-FAMILY BUILDING SALES

SALE NO.	2
LEGAL DESCRIPTION	Lot 169, Block "C", BOYNTON HILLS, Plat Book 4, page 51, Palm Beach County Public Records
RECORDED	O.R. Book 28646, Page 1894 of Palm Beach County Public Records
GRANTOR	Terrence Pereira, et al
GRANTEE	Estrella LLC
DATE OF SALE	October 17, 2016
LOCATION	211 NW 7 Court Boynton Beach, Florida
ZONING	"R-2", Single and two-family residential district
SALE PRICE	\$158,000
PROPERTY DESCRIPTION	One-story CBS, duplex, constructed in 1959 containing 1,392 square feet of enclosed building area. The building consists 2(2/1) units with rents averaging \$800 per month. Land size is 4,930 square feet.
UNITS OF COMPARISON	\$113.51 per square foot of building, including land \$79,000 per Unit 696 sq.ft. average unit size 8.23 Gross Income Multiplier 3.54:1 Land to Building Ratio
FOLIO NUMBER	08-43-45-21-07-003-1690
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMATION	Michael Korman, listing broker
COMMENTS	The property is reportedly in average condition.

MULTI-FAMILY BUILDING SALES

SALE NO. 3

LEGAL DESCRIPTION South 75 of Lots 17 and 18 and the South 75 of the west half of Lot 19, Block 3, BOYNTON HEIGHTS REVISED, Plat Book 10, page 64, Palm Beach County Public Records.

RECORDED O.R. Book 28560, Page 535 of Palm Beach County Public Records

GRANTOR Todd Christensen

GRANTEE Gregg Friedman

DATE OF SALE August 26, 2016

LOCATION 229 NW 1 Avenue
Boynton Beach, Florida

ZONING "R-1A", Single family residential district

SALE PRICE \$144,500

PROPERTY DESCRIPTION One-story CBS duplex, constructed in 1955 containing 1,050 square feet of enclosed building area. The building consists 2(1/1) units with rents averaging \$700 per month. Land size is 4,792 square feet.

UNITS OF COMPARISON \$137.14 per square foot of building, including land
\$72,250 per Unit
525 sq.ft. average unit size
8.60 Gross Income Multiplier
4.56:1 Land to Building Ratio

FOLIO NUMBER 08-43-45-28-10-003-0171

CONDITIONS OF SALE Cash sale. Arm's length transaction.

CONFIRMATION Jerilyn Walter, listing agent

COMMENTS Reportedly, the property was in average condition at the time of sale. It is located between Boynton Beach Boulevard and Ocean Avenue.

MULTI-FAMILY BUILDING SALES

SALE NO.	4
LEGAL DESCRIPTION	Lot 16, WILMS WAY, Plat Book 23, page 110, Palm Beach County Public Records.
RECORDED	O.R. Book 29162, Page 1337 of Palm Beach County Public Records
GRANTOR	Thomas Mills
GRANTEE	Jason Bradshaw et al
DATE OF SALE	June 9, 2017
LOCATION	620 NE 12 Avenue Boynton Beach, Florida
ZONING	"R-3", Multi-family residential
SALE PRICE	\$142,000
PROPERTY DESCRIPTION	One-story CBS, duplex, constructed in 1950 containing 1,787 square feet of enclosed building area. The building consists one (2/1) unit with market rent at \$900 per month and one (1/1) unit with market rent at \$750 per month. Land size is 11,325 square feet.
UNITS OF COMPARISON	\$79.46 per square foot of building, including land \$71,000 per Unit 894 sq.ft. average unit size 7.17 Gross Income Multiplier 8.10% Overall rate 6.34:1 Land to Building Ratio
FOLIO NUMBER	08-43-45-22-08-000-0160
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMATION	Thomas Miller, seller
COMMENTS	Larger duplex, east of Federal Highway. A relative of the buyer owns the property to the east.

MULTI-FAMILY BUILDING SALE COMPARISON & ADJUSTMENT CHART

LOCATION	SALE PRICE / Sale Date	Building (SF) Year Built	Land SF Size	Land: Building Ratio	No. of Units Average unit size SF	PGIM	Price/ Unit	Price/ unit Adjusted for Market Conditions
1 522 NW 11 Avenue Boynton Beach	\$143,500 09/15/17	1,600 1973	5,088	3.18:1	2 800 SF	7.72	\$71,750	-0- \$71,750
2 211 NW 7 Court Boynton Beach	\$158,000 10/17/16	1,392 1959	4,930	3.54:1	2 696 SF	8.23	\$79,000	+5% \$82,950
3 229 NW 1 Avenue Boynton Beach	\$144,500 08/26/16	1,050 1955	4,792	4.56:1	2 525 SF	8.60	\$72,250	+5% \$75,863
4 620 NE 12 Avenue Boynton Beach	\$142,000 06/09/17	1,787 1950	11,325	6.34:1	2 894 SF	7.17	\$71,000	-0- \$71,000
Subject 201 NE 9 Avenue Boynton Beach	02/02/18 VALUE \$144,000	1,040 1949	7,500	7.21:1	2 520 SF	----	----	VALUE \$72,000

SALES COMPARISON APPROACH

OVERVIEW

In the Sales Comparison Approach, the appraiser compares the appraised property to sales of similar properties. This approach to value simulates the actions and attitudes of typical buyers and sellers in the market. The approach is based on the Principle of Substitution that affirms the maximum value of a property is set by the cost of acquisition of an equally desirable and valuable substitute property, assuming no costly delays in making the substitution. The steps of this approach are:

- 1) Collect information of recent sales of properties most similar to the property being appraised.
- 2) Verify the sales information from the best available sources.
- 3) Select relevant units of comparison and develop a comparative analysis for each unit.
- 4) Adjust the sales to the subject using the significant, market-derived units of comparison.
- 5) Reconcile value indications from the comparisons into a value opinion by this approach.

For the value opinion by this approach to be meaningful, there must be an adequate number of sales of similar properties for comparison to the subject. Data acquired in the Sales Comparison Approach such as rental amounts, vacancy factors, and expense ratios, are used in the Income Approach. A reliable Sales Comparison Approach sets a strong foundation for the entire value process.

The property appraised is a two dwelling residence at 201 NE 9 Avenue, Boynton Beach, containing 1,040 square feet of enclosed area, constructed in 1949. Land size is approximately 7,500 square feet. Previously, zoning was "R-2", Single and Two-family residential district. Then, it was rezoned to "MU-L2," Mixed Use Low Density. The property may be rezoned in the near future.

A lot by lot search was conducted to find sales of two family residences in the subject market area. Of the sales located, the four most similar are cited in this report. Details of the transactions are on the sale sheets and chart.

UNITS OF COMPARISON

Units of comparison are components into which a property may be divided for comparison. The purpose of using units of comparison is to relate sales of similar properties to the property being appraised on the basis of significant measures such as price per square foot, price per cubic foot, et cetera. The appropriate units of comparison come from the market. For the property appraised and the comparable sales, the pertinent units are: sale price per square foot of building, including land and Gross Income Multiplier, GIM (sale price/ gross income).

Continued

SALES COMPARISON APPROACH

(Continued)

ELEMENTS OF COMPARISON

*Elements of comparison are the characteristics of properties and transactions that cause the prices paid for real estate to vary. **The Appraisal of Real Estate** continues by stating that there are ten basic elements of comparison that should be considered in sales comparison analysis. The first group is termed transactional elements being: real property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase and market conditions. The second group is property elements consisting of location, physical characteristics, economic characteristics, use, and non-realty components of value. Each is hereafter addressed.*

Real Property Rights Conveyed

A transaction price is always predicated on the real property interest conveyed. Property interests conveyed can either be fee simple (without tenants) or leased fee (subject to leases). An adjustment for property rights conveyed is based on whether a leased fee interest was sold with leases at, below, or above market rent. When a property is sold without leases, its value is normally based on the market rent that it can command and the financing that could be obtained.

The improved sales are rented to tenants on a short term basis of one year or less. The property interest conveyed in improved sales is fee simple, the same interest appraised for the subject. No numerical adjustment is warranted for this element of comparison.

Financing Terms

Financing terms may have a bearing on the price paid for a property. Such terms that may affect price include assuming a mortgage at lower than current interest rates, the seller paying a buydown for the buyer to have a lower interest rate, or the seller providing financing for a transaction at lower than typical institutional rates. In all of these cases, the buyer could have paid higher prices in such transactions to obtain favorable financing. The reverse is also a possibility in which lower sale prices result from above market financing. If financing affected the price paid, a cash equivalency adjustment is warranted.

All of the improved sales were cash transactions, thus avoiding scrutiny of the properties by third party lenders. Since there were no financing terms to review, no adjustment is made for this element of comparison.

Conditions of Sale

Condition of sale addresses the motivation of buyers and sellers. Such motivations include a seller accepting a lower than market price for needed cash, a lender selling a previously foreclosed property to comply with regulations imposed on the institution, or a buyer purchasing an adjacent property. Even arm's length transactions may be the result of atypical motivation, such as lack of exposure time to the market, the result of an eminent domain proceeding, or tax consideration.

The improved sales were exposed to the open market for a reasonable period of time before they were put under contract. Conditions of sale for the comparable properties were typical for the market; hence, no adjustments made.

(Continued)

SALES COMPARISON APPROACH

(Continued)

Expenditures Made Immediately After Purchase

No major expenditures were made to the sales immediately after purchase. Reportedly, Improved Sale 1 was repaired between the time of the prior sale and the current sale, with the work done reflected in the sale price. No adjustment is necessary for this element of comparison.

Market Conditions

Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of the value estimate require adjustment for any differences that affect their value. The most common adjustment for market condition is time; however, the passage of time itself is not the cause of the adjustment. Market conditions which change over time are the reason to make the adjustment, such as appreciation or depreciation due to building inventory, changes in tax laws, investor's criteria, building moratoriums, fluctuation in supply and demand, et cetera. It is also possible that there is no change in market condition over time.

Improved Sales 2 and 3 closed in 2016. There is an upward price trend in the market due to a strong economy and greater demand than supply of housing in the lower economic category. To recognize the change in market conditions from 2016 to the present, the unit prices for Improved Sales 2 and 3 are each adjusted upward 5%, with the result shown on the adjustment chart. Improved Sales 1 and 4 are representative of current prices and are not adjusted for this element of comparison.

Transactional adjustments were made for market conditions. Now, the improved sales are compared to the subject and to each other for the remaining property elements of comparison for possible adjustments.

Location

The location of a property is a key factor in prompting a buyer to purchase it. Location encompasses many aspects such as road frontage, access, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, et cetera. Typically, properties in a neighborhood share some of the same location characteristics such as age, condition, and style. However, there may be differences such as corner location, view, and zoning, to name a few.

Properties of a similar type may be in different locations, yet the locations may share enough similarities to justify comparison. Factors of similarity between locations include average daily traffic counts, zoning and/or land use, and market composition.

The improved sales and appraised property are in the central section of the city of Boynton Beach. Zoning district for Improved Sales 1 and 2 is "R-2", permitting single and two-family residential, as was the subject prior to the zoning change a few years ago. Improved Sale 3 is in the "R-1A" single family district. No. 4 is in the "R-3", Multi-family zoning district.

(Continued)

SALES COMPARISON APPROACH

(Continued)

Typically, zoning districts which permit wider ranges of uses have higher unit prices. However, the Heart of Boynton and sections of the east part of the city are in transition from single family neighborhoods to mixed use areas. In the latter, single family use is no longer permitted on individual lots; yet, a lot is too small to be developed by itself. At this stage of revitalization of the subject market, the improved sales and appraised property are either conforming or non-conforming legal use in their respective categories. City officials make this determination. While the properties are still improved with the old structures, zoning is not the key factor in setting price. Improvement condition takes precedence. The locations of the sales and the subject in central Boynton Beach are similar enough not to warrant adjustment.

Physical Characteristics

Physical characteristics to be considered for adjustments are those that cause a difference in price to be paid by the market. A wide range of such items includes property type, building size, land size, land to building ratio, amount of parking, year of construction, current property condition, functional utility, market appeal, complete build-out of interior space, et cetera. Adjustments for physical characteristics are best derived from the market by paired sales comparison. *The value added or lost by the presence or absence of a differing item in a comparable property does not usually equal the cost of installing or removing the item.*

Through the process of searching for comparable sales, the physical characteristics are of great import. From the universe of possible comparable sales, those that are most similar to the property appraised are presented in the report for analysis and comparison to the subject. The lesser the number of physical differences, the better.

The improved sales have building sizes in the range of 1,050 to 1,787 square feet, with the subject at the low end of the range. Correspondingly, the subject's average unit size is in at the low end of the data set. Owners and renters are looking for larger dwellings to accommodate their families and belongings. The lot size of the subject is 7,500 square feet. The combination of a larger lot and smaller building results in a higher land to building ratio. However, most of the land is just open area, not put to a recreational use.

Dates of construction of the sales are from 1950 to 1973; date for the subject is 1949. The building concerned is old, but was updated after the current owner purchased the property. The age of the subject structure and small size of the units are negative factors; however, they are somewhat off-set by modernizing Unit "B" and repairs made. Overall, the physical characteristics of the appraised property place its unit value at the low end of the range of adjusted unit prices.

Economic Characteristics

Economic characteristics of a property include its rental rate, occupancy rate, and expenses; which are the building blocks for the gross income multiplier and overall capitalization rate. Gathering information on the method of leasing, concessions given if any, expenses passed through to the tenants, lease terms, et cetera are important in arriving at the economic units of comparison for the sale. Inclusion of all expenses for the sale property that are incurred by the subject is necessary to arrive at an overall capitalization rate which is relevant to the property in question.

(Continued)

SALES COMPARISON APPROACH

(Continued)

Gross income multiplier (sale price/ gross income) is the more reliable economic characteristic for small income properties. Income data can be readily obtained; however, expenses to develop a full income approach culminating in an overall rate are difficult to ascertain from owners. Monthly rental rates for the sale properties and for units in the immediate neighborhood for two bedroom units are: \$700.00, \$750.00, \$800.00, \$850.00 and \$900.00. Market rental rate for the subject would be at the lower end of the range at \$700.00 per month, recognizing the smaller size of the units and older date of construction. Contract rent for Unit "B" is \$700.00 per month; however, it is only \$650.00 per month for Unit "A." If the tenant in "A" were to vacate the premises, the unit could be refurbished and rented for \$700.00 per month. Therefore, market rent of \$700.00 per month will be used for the analysis.

$\$700.00/\text{month} \times 2 \text{ units} \times 12 \text{ months} = \$16,800 \text{ annual gross income}$

Gross income multipliers (GIM) for the sales are: 7.17, 7.72, 8.23 and 8.60. The most appropriate GIM for the appraised property is 8.25, in the middle-upper end of the range, as sale prices and rental rates increase.

Use

For properties to be comparable, they should have similar Highest and Best Uses. All of the improved sales cited in this report and the subject have the same Highest and Best Use as improved of two dwelling residences, with no adjustment necessary.

Non-Realty Components of Value

Non-realty components of value include personalty, business concerns, or other items that do not constitute real property but are included in the sale price of either the comparable or the subject property. These components should be analyzed separately from the realty.

There were no non-realty components of value to consider for the property appraised.

FINAL VALUE OPINION

Improved Sales 2 and 3 are adjusted upward for the transactional element of comparison of market conditions. Physical characteristics place the unit value of the subject in the lower end of the range of adjusted sale unit prices. The final value per dwelling unit for the appraised property is \$72,000. Market gross monthly rent per dwelling is \$700.00 or \$16,800 annually for the entire property. The GIM is 8.25.

The quantity of the comparable data is sufficient to have an overview of the market for smaller multi-family residential properties in the central-eastern Boynton Beach. The quality of the data is good in that it provides a sound basis to develop an opinion of value for the property under appraisal. Based on the analysis and conclusions presented within the report, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of February 2, 2018 is as follows.

(Continued)

SALES COMPARISON APPROACH
(Continued)

VALUE BY PRICE/ DWELLING UNIT

Two dwelling units x \$72,000 per unit = \$144,000

VALUE BY GROSS INCOME MULTIPLIER

\$16,800 annual gross income x 8.25 GIM = (rounded to) \$139,000

More weight is placed on the value by price per dwelling because it better reflects the actions of buyers and sellers. Lesser weight is place on the value by GIM because market participants may not take the time to obtain the data necessary to develop this price measure.

FINAL VALUE BY THE SALES COMPARISON APPROACH: \$144,000

ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in the property that is the subject of this report, and I have no bias or personal interest with the parties involved.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is (*also*) subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on January 25, 2018.

Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions and opinions concerning real estate set forth in this report. No one else has provided significant professional service to the persons signing this report.

The Appraisal Institute and the American Society of Appraisers each conduct programs of continuing education for their designated members. As of the date of this report, Jesse B. Vance, Jr. and Claudia Vance have completed the requirements of the continuing education program of the Appraisal Institute. Continuing educational requirements are also completed for the American Society of Appraisers and the State of Florida.



February 2, 2018

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85



February 2, 2018

Claudia Vance, MAI
Florida State-Certified General Real Estate Appraiser No. RZ-173

CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

1. The undersigned have personally visited the subject of this report. No pertinent information has been knowingly withheld.
2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.
3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple.
4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.
5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.
6. The writers are not required to testify without prior agreement.
7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.
8. Improvements, if any, are those noted and reported on the date of inspection.
9. The value or values estimated apply ONLY as of the date of valuation stated within the report.
10. The writers certify that they have no present, past or contemplated interest in the subject of this report.
11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.
12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.
13. The existence of potentially hazardous material used in the construction or maintenance of buildings, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. Additionally, soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.
14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.
15. Jesse B. Vance, Jr. and Claudia Vance were responsible for the analyses, conclusions, and opinions of real estate set forth in this report. (No one else provided significant professional assistance to the report signers).
16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property would reveal that the property is not in compliance with one or more of the requirements of the act, which could reduce property value.
17. Prospective value estimates are based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events that might alter market conditions upon which market value has been estimated.
18. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.
19. The appraiser reserves the right to amend or change this report at any time additional market information is obtained which would significantly affect the value opinion.



Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 February 2, 2018



Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 February 2, 2018

ADDENDA



CFN 20100482291
OR BK 24263 PG 0788
RECORDED 12/16/2010 11:02:03
Palm Beach County, Florida
AMT 38,000.00
Doc Stamp 266.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0788 - 789; (2pgs)

Prepared by and return to:
George W. Mathews, III
Vice President
First Priority Title Company
1325 South Congress Avenue Suite 104
Boynton Beach, FL 33426
561-738-1370
File Number: 10-1129-NS
Will Call # 10-13MP

Parcel Identification No. 08-43-45-21-18-000-1720

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 8th day of **December, 2010** between **Michael Villamarin, a married man** whose post office address is **1124 NW 11th Street, Boynton Beach, FL 33426** of the County of **Palm Beach**, State of **Florida**, grantor*, and **Separate Property, LLC, A Florida Limited Liability Company** whose post office address is **105 E. Palmetto Park Rd, Boca Raton, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lots 172, ARDEN PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 96, of the Public Records of Palm Beach County, Florida.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 1124 NW 11th Street, Boynton Beach, FL 33426.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Mary Kennamer
Witness Name: Mary Kennamer

Jeanne Boyar
Witness Name: Jeanne Boyar

Michael Villamarin (Seal)
Michael Villamarin

State of Florida
County of Palm Beach

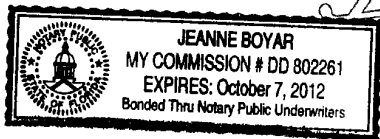
The foregoing instrument was acknowledged before me this 8 day of December, 2010 by Michael Villamarin, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Jeanne Boyar
Notary Public

Printed Name: _____

My Commission Expires: _____





DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Owner Name: LARANN LLC
Parcel Control Number: 08-43-45-21-18-000-1720
Location Address: 201 NE 9TH AVE A

Structural Element for Building 1

1. Exterior Wall 1 CB STUCCO
2. Year Built 1949
3. Air Condition HTG & AC Desc.
4. Heat Type FORCED AIR DUCT
5. Heat Fuel ELECTRIC
6. Bed Rooms 4
7. Full Baths 2
8. Half Baths 0
9. Exterior Wall 2 N/A
10. Roof Structure GABLE/HIP
11. Roof Cover ASPH/COMP. SHG.
12. Interior Wall 1 DRYWALL
13. Interior Wall 2 N/A
14. Floor Type 1 CARPETING
15. Floor Type 2 CERAM/QARY TILE
16. Stories 1

Sketch for Building 1



Subarea and Sq. Footage for Building 1

Code	Description	Sq. Footage
BAS	BASE AREA	1040
	Total Square Footage :	1040
	Total Area Under Air :	1040

Extra Feature

Description	Year Built	Units
No Extra Feature Available		2

Land Details

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN	MU-L1	MU-L2	MU-L3	MU-4	MU-H
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)¹	100	100	150 ²	200	200
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)⁵	45	65	75	100	150/125 ⁶
Maximum Density (DUs/Acre)^{14, 16}	20	30	40	60	80
Maximum F.A.R.¹⁵	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.) ¹¹					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement ¹⁰				
Abutting a Local street	0 ¹⁰	0 ¹⁰	0 ¹⁰	0 ¹⁰	0 ¹⁰
Interior side	0 ¹⁰	0 ¹⁰	0 ¹⁰	0 ¹⁰	0 ¹⁰
Building Setback, Minimum (ft.)¹¹					
Rear abutting:					
Residential single-family	25 ⁷ /0 ^{7, 8}	25 ⁷	25 ⁷	25 ⁷	25 ⁷
Intracoastal waterway	25 ⁷	25 ⁷	25 ⁷	25 ⁷	25 ⁷
Side abutting					
Residential single-family	25 ⁷ /0 ^{7, 8}	25 ⁷	25 ⁷	25 ⁷	25 ⁷
Usable Open Space, Minimum (sq. ft.) ¹³	N/A	N/A	N/A	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.

5. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations.

6. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any MU-L or residential zoning district not separated by a right-of-way.
7. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.
8. Where there is an intervening right-of-way of at least forty (40) feet.
9. Subject to permitting agency approval.
10. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the min. width and design of the PZ. Except for the Downtown District, where the minimum PZ width is 18', the minimum PZ in all other districts is 16 ft. See Section 5.C.2. below for additional relief provisions from build-to line requirements.
11. Listed eligible historic structures are not required to meet these standards.
13. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.
14. Projects within the transit core shall have minimum densities as follows: MU-1 - eleven (11), MU-2 - twenty (20), MU-3 - thirty (30), MU-4 - thirty-five (35) and MU-H - forty (40) dwellings per acre (except that minimum density for the MU-H district applies to projects located within the entire station area).
15. Projects within the transit core shall have a minimum FAR as follows: MU-L3 - one and three-quarters (1.75), MU-4 (2.0) and MU-H - two (2.0) (except that minimum FAR for the MU-H district applies to projects to be located within the entire station area).
16. The maximum density for projects within the Downtown Transit-Oriented Development District Overlay Zone (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district.

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 14-009, passed 7-1-14; Am. Ord. 15-006, passed 3-2-15; Am. Ord. 16-023, passed 1-3-17)

**CITY OF BOYNTON BEACH
NOTICE OF PUBLIC HEARINGS
NOTICE OF REZONING**

NOTICE IS HEREBY GIVEN that the Planning and Development Board of THE CITY OF BOYNTON BEACH, FLORIDA, will conduct a PUBLIC HEARING on Tuesday, January 23, 2018 at 6:30 p.m., to consider a city-initiated request for a rezoning of lands within the Community Redevelopment Area. The City Commission will also hold public hearings to consider this request on Tuesday, February 20, 2018 and Tuesday, March 6, 2018, at 7:00 p.m. or as soon thereafter as the agenda permits. All hearings will be held at the CITY HALL COMMISSION CHAMBERS, 100 East Boynton Beach Boulevard. The request is described as follows:

LOCATION: Approximately 125 feet east from North Seacrest Boulevard, between Martin Luther King, Jr. Boulevard and NE 9th Avenue

REQUEST: **Rezone:**

From: MU-L2 (Mixed Use Low Intensity 2 District), max. density 30 du/acre
To: MU-2 (Mixed Use 2 District), max. density 40 du/acre

LEGAL DESCRIPTIONS: On file in the Office of Planning and Zoning

This request can be viewed between the hours of 8:00 a.m. and 5:00 p.m. at the City of Boynton Beach Planning and Zoning Division, 100 East Boynton Beach Boulevard.

All interested parties are notified to appear at said hearings in person or by attorney and be heard. Any person who decides to appeal any decision of the Planning and Development Board or City Commission with respect to any matter considered at these meetings will need a record of the proceedings and for such purpose 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.

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 at (561) 742-6060, at least twenty-four (24) hours prior to the program or activity in order for the City to reasonably accommodate your request.

CITY OF BOYNTON BEACH
PLANNING AND ZONING DIVISION
(561) 742-6260

SUMMARY OF 2018 – 2019 USPAP (Uniform Standards of Professional Appraisal Practice)

Standard Rule 2: Real Property Appraisal, Reporting

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. STANDARD 2 addresses the content and level of information required in a report that communicates the results of the real property appraisal. STANDARD 2 does not dictate the form, format, or style of real property appraisal reports. The form, format, and style of the report are functions of the needs of intended users and appraisers. The substantive content of a report determines its compliance.

STANDARDS RULE 2-1

Each written or oral real property appraisal report must:

- (a) clearly and accurately set forth the appraisal in the manner that will not be misleading;*
- (b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and*
- (c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment.*

STANDARDS RULE 2-2(a)

Each written rental property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.

The content of an Appraisal Report must be consistent with the Intended Use of the appraisal and, at a minimum:

- (i) state the identity of the client, unless the client has specifically requested otherwise; state the identity of any intended users by name or type;*
- (ii) state the intended use of the appraisal;*
- (iii) summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;*
- (iv) state the real property interest appraised;*
- (v) state the type and definition of value and cite the source of the definition;*
- (vi) state the effective date of the appraisal and the date of the report;*
- (vii) summarize the scope of work used to develop the appraisal;*
- (viii) summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach or income approach must be explained;*
- (ix) state the use of the real estate existing as of the date of value in the use of the real estate reflected in the appraisal;*
- (x) when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion;*
- (xi) clearly and conspicuously:
state all extraordinary assumptions and hypothetical conditions; and
state that their use might have affected the assignment results; and*
- (xii) include a signed certification in accordance with Standards Rule 2-3.*

475.611 Florida Statutes: Definitions.--

(1) As used in this part, the term:

- (a) "Appraisal" or "appraisal services" means the services provided by certified or licensed appraisers or registered trainee appraisers, and includes:
1. "Appraisal assignment" denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting, as an agent or a disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.
 2. "Analysis assignment" denotes appraisal services that relate to the employer's or client's individual needs or investment objectives and includes specialized marketing, financing, and feasibility studies as well as analyses, opinions, and conclusions given in connection with activities such as real estate brokerage, mortgage banking, real estate counseling, or real estate consulting.
 3. "Appraisal review assignment" denotes an engagement for which an appraiser is employed or retained to develop and communicate an opinion about the quality of another appraiser's appraisal, appraisal report, or work. An appraisal review may or may not contain the reviewing appraiser's opinion of value.
- (b) "Appraisal Foundation" or "foundation" means the Appraisal Foundation established on November 20, 1987, as a not-for-profit corporation under the laws of Illinois.
- (c) "Appraisal report" means any communication, written or oral, of an appraisal, appraisal review, appraisal consulting service, analysis, opinion, or conclusion relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property, and includes any report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. However, in order to be recognized in a federally related transaction, an appraisal report must be written.
- (d) "Appraisal review" means the act or process of developing and communicating an opinion about the quality of another appraiser's appraisal, appraisal report, or work.
- (e) "Appraisal subcommittee" means the designees of the heads of the federal financial institutions regulatory agencies established by the Federal Financial Institutions Examination Council Act of 1978 (12 U.S.C. ss. 3301 et seq.), as amended.
- (f) "Appraiser" means any person who is a registered trainee real estate appraiser, licensed real estate appraiser, or a certified real estate appraiser.
- An appraiser renders a professional service and is a professional within the meaning of s. 95.11(4)(a).
- (g) "Board" means the Florida Real Estate Appraisal Board established under this section.
- (h) "Certified general appraiser" means a person who is certified by the department as qualified to issue appraisal reports for any type of real property.
- (i) "Certified residential appraiser" means a person who is certified by the department as qualified to issue appraisal reports for residential real property of one to four residential units, without regard to transaction value or complexity, or real property as may be authorized by federal regulation.
- (j) "Department" means the Department of Business and Professional Regulation.



Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

Appraiser · Real Estate Analyst · Reviewer · Expert Witness

Vance Real Estate Service · 7481 NW 4 Street · Plantation · Florida · 33317

Office: 954-583-2116; Cell: 954-610-2423; Email: vanceval@comcast.net

Web Page: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Currently registered in "SAM" (U.S. Government System for Award Management – DUNS 826494957). Designated appraisers perform the appraisal work, no trainees. Jesse B. Vance, Jr., MAI, SRA, ASA, MBA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, bankruptcies, deficiency judgments, marriage dissolution, and estate valuations. Our firm values most types of real property interests for sale, mortgage loans, litigation and investment reasonably, timely and professionally. As licensed real estate brokers, we perform most other real property functions. We also do "Valuations for Financial Reporting."

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ DEGREES/ LICENSES & CERTIFICATIONS

MAI DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781

SRA DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781

ASA DESIGNATION - AMERICAN SOCIETY OF APPRAISERS (RE-Urban) #003439

MBA DEGREE - REAL ESTATE MANAGEMENT AND DEVELOPMENT

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ-85 (Florida)

FLORIDA STATE LICENSED REAL ESTATE BROKER NO. BK. 91050

REGISTERED VETERAN-OWNED SMALL BUSINESS (CCR/Duns 826494957)

FLORIDA CERTIFIED SDVBE BUSINESS ENTERPRISE (Minority Business Enterprise - MBE)

FLORIDA "D.E.P." APPROVED APPRAISER

Currently registered in "SAM" (U.S. Government System for Award Management).

B) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

1. U.S. Court of Appeals, Eleventh Circuit
2. U.S. District Court, Southern District of South Florida
3. U.S. District Court, New Jersey
4. U.S. Bankruptcy Court, Southern District of Florida
5. U.S. Bankruptcy Court, District of New Jersey
6. U.S. Bankruptcy Court, Western (Pittsburgh) Division of Pennsylvania
7. Florida Circuit Courts: Broward, Dade, Palm Beach, Lee, Collier, Martin, and Okeechobee Counties
8. Appraiser on landmark eminent domain cases: TESSLER, NESS TRAILER PARK, PATEL, SIMPSON v. FILLICHIO, RUBANO, PALM BEACH COUNTY (FL) vs. COVE CLUB INVESTORS, LTD.

C) EXPERIENCE Over thirty-five (35) years appraising and analyzing real property interests in South Florida.

Partial list: RESIDENCES, RESTAURANTS/BARS, APARTMENT BUILDINGS, OFFICE BUILDINGS, HOTELS/MOTELS, CHURCHES, CONDOMINIUMS/COOPS, HOSPITALS & NURSING HOMES, VACANT LAND, GOLF COURSES, GOLF CLUBS, GASOLINE SERVICE STATIONS, MARINAS, TRAILER PARKS, SHOPPING CENTERS, BANKS/THRIFT INSTITUTIONS, BOWLING ALLEYS, P.U.D.'S, INDUSTRIAL BUILDINGS, TIME-SHARE DEVELOPMENTS, ROCK PITS, SCHOOLS, AGRICULTURAL PROPERTIES, WATER MANAGEMENT DISTRICT, MARKETABILITY, FEASIBILITY ANALYSES, INVESTMENT ANALYSES, AUTO SALES FACILITIES, LEASE VALUATIONS, TAX & ASSESSMENT APPEALS, CONDEMNATION, EXPERT WITNESS (Member National Forensic Center), BUSINESS ENTERPRISE VALUATIONS (BEV), (VFR) VALUATION FOR FINANCIAL REPORTING, AVIGATION & CLEARANCE EASEMENTS, ESTATES, DIVORCES, PLANNING/LAND USE STUDIES, HIGHEST & BEST USE ANALYSES, DEPRECIATION ANALYSES, COMPONENT APPRAISALS, ENVIRONMENTALLY SENSITIVE LAND, CONTAMINATED PROPERTIES, SUGARCANE & TURFGRASS LAND, DAY CARE CENTERS, SELF-STORAGE FACILITIES, FUNERAL HOMES, ANIMAL HOSPITALS, SUBMERGED LAND, CITY CENTERS, etc.

D) PARTIAL LIST OF CLIENTS

PRIVATE INDIVIDUALS AND CORPORATIONS, ATTORNEYS, ACCOUNTANTS, TRUST DEPARTMENTS, COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; American National Bank; Landmark Bank; City National Bank; BankUnited; Gateway American Bank; State Farm Bank; Englewood Bank & Trust; SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES; **FLORIDA CITIES:** FORT LAUDERDALE, PLANTATION, COOPER CITY, TAMARAC, LAUDERHILL, BOCA RATON, DEERFIELD BEACH, OAKLAND PARK, WILTON MANORS, HOLLYWOOD, WEST PALM BEACH, DELRAY BEACH, HALLANDALE, PEMBROKE PINES, COOPER CITY, TOWN OF DAVIE, TOWN OF SOUTHWEST RANCHES, MIRAMAR. **FLORIDA COUNTIES:** BROWARD, PALM BEACH, COLLIER, OKEECHOBEE; BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; OKEECHOBEE BOARD OF COUNTY COMMISSIONERS. **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY HOUSING AUTHORITY, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (DOT); STATE OF FLORIDA DIVISION OF GENERAL SERVICES(GSA); N. BROWARD GENERAL HOSPITAL DISTRICT; STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Approved Vendor); U.S. TREASURY DEPARTMENT (General Counsel, I.R.S.); U.S. MARSHAL'S SERVICE – U.S. ATTORNEY'S OFFICE CENTRAL DIVISION – U.S. Dept. of Justice; VETERANS ADMINISTRATION**

E) EDUCATIONAL BACKGROUND - (Partial List)

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

Course 1 (AIREA) - Basic Principles of Appraising
 Course 2 (AIREA) - Urban Property Valuation (Income)
 Course 4 (AIREA) - Condemnation Appraising
 Course 6 (AIREA) - Income Capitalization & Analysis
 Course 101 (SREA) - Introduction to Appraising
 Course 201 (SREA) - Income Property Valuation, Theory
 Course 202 (SREA) - Applied Income Property Valuation
 Course 301 (SREA) - Applications/Appraisal Analysis
 Symposium (SREA) - Market Analysis, 1978, Virginia
 Symposium (SREA) - Market Analysis, 1979, Arizona
 Symposium (SREA) - Market Analysis, 1980, South Carolina
 Symposium (SREA) - Market Analysis, 1981, Tennessee
 Symposium (SREA) - Market Analysis, 1982, New Mexico
 Symposium (SREA) - Market Analysis, 1983, Pennsylvania
 Symposium (SREA) - Market Analysis, 1984, Georgia
 Symposium (SREA) - Market Analysis, 1985, Vancouver, B.C.
 Symposium (SREA) - Market Analysis, 1986, New Jersey
 Clinic (SREA) - #201 Instructor, 1987, U. of Illinois
 Clinic (SREA) - #201 Instructor, 1988, Illinois
 Seminar (SREA) - Professional Practice, 1988, Florida
 Symposium (SREA) - Market Analysis, 1988, California
 Symposium (SREA) - Market Analysis, 1989, Minnesota

MBA Graduate School Courses: 1990 – 1991

Successfully completed the following graduate school courses:

- "Regulation of Real Estate Development"
- "Legal Issues In Real Estate"
- "Organizational Behavior and Management"
- "Real Estate Economics"
- "Urban Infrastructure & Environmental Analysis"
- "Marketing Management for Real Estate"
- "Construction Technology and the Building Development Process"
- "Real Properties Management"
- "Market Analysis and Site Selection"
- "Human Resource Management"
- "R. E. Finance: Instruments, Institutions & Investment Analysis"
- "Real Estate Accounting"
- "Commercial Real Estate Lending"

SEMINAR (AI) - Cost Approach (1992/Boston)
 SEMINAR (AI) - Rates & Ratios (1992/Boston)
 SEMINAR (AI) - International Appraising (1992/Boston)
 SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
 SEMINAR (AI) - ADA ACT (1993/Reno)
 SEMINAR (AI) - Hotel Valuation (1993)
 SEMINAR (AI) - Income Capitalization, Methods (1993)
 SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
 SEMINAR (AI) - Verifying Market Data (1994)
 SEMINAR (AI) - Market Studies for Appraisals (1994)
 SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)

E) EDUCATIONAL BACKGROUND - (Partial List, continued)

- SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
- SEMINAR (AI) - Public Safety & Property Values (1995)
- SEMINAR (AI) - Outparcel Valuation (1995)
- SEMINAR (AI) - Computer Technology Video Conference (1995)
- SEMINAR (AI) - The Internet & the Appraiser (1996)
- SEMINAR (AI) - Florida Commercial Construction (1996)
- SEMINAR (AI) - Real Property Rights in Florida (1996)
- COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
- SEMINAR (AI) - Valuation of Trees (1997)
- 3-DAY COURSE - Environmental Permitting/Mitigation/Mitigation Banking/Contamination Risk Management-Liability/Wetlands/ Hazardous Wastes/Lender Liability (1997/Marco Beach, FL)
- SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
- COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
- SEMINAR (AI) - Non-Conforming Uses (1998)
- SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
- COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
- SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
- COURSE (AI) - 14 Hour (2-day) Advanced Spreadsheet Modeling for Valuation Applications
- SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
- SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
- SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
- SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
- SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
- SEMINAR (AI) - Federal Appraisal Requirements ("Yellow Book") (2000)
- SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
- SEMINAR (AI) - Analyzing Income Producing Properties (2000)
- SEMINAR (ATIF) - 1031 Tax Deferred Exchanges (2000)
- COURSE (AI) - USPAP & Florida Real Estate Core Law (2000)
- SEMINAR (AI) - Mediation & Alternate Dispute Resolution Seminar (2001)
- SEMINAR (AI) - State of the Appraisal Profession (2001)
- 2-Day SEMINAR - Eminent Domain, by CLE International, Tampa, Florida (2001)
- SEMINAR (AI) - Ad Valorem Assessment Process in Florida (2002)
- SEMINAR (AI) - Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
- SEMINAR (AI) - Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
- SEMINAR (AI) - How to Appraise the Ugly House (2002)
- COURSE (AI) - 2-Day Course #430, Standards of Professional Practice, Part C (2002)
- SEMINAR (AI) - Market Trends for 2003 (2003)
- SEMINAR (AI) - Update on Code of Professional Ethics (2003)
- PANEL (AI) - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
- SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2003)
- SEMINAR (AI) - Appraisal Agreements (2003)
- SEMINAR (AI) - Analyzing Distressed Real Estate (2004)
- SEMINAR (AI) - Valuation for Financial Reporting Purposes (2004)
- SEMINAR (AI) - 7 Hour National USPAP Update Course #1400 (2004)
- SEMINAR (AI) - Inverse Condemnation (2004)
- SEMINAR (AI) - Appraiser Independence in the Loan Process (2004)
- SUMMIT (AI) - Moderator at 2-day Appraisal Summit in Washington, D.C. (12/2004)
- SEMINAR (AI) - Loss Prevention Program for Real Estate Appraisers (2005)
- SEMINAR (AI) - Valuation of Wetlands (7/2005)
- SEMINAR (AI) - Tri-County Residential Symposium (8/2005)
- SEMINAR (AI) - "Cool Tools" Internet Resources and Use for Valuation (2/2006)
- SEMINAR (AI) - FREAB 7-Hour National USPAP Update (5/2006)
- SEMINAR (AI) - FREAB 3-Hour Florida State Law for Real Estate Appraisers (5/2006)
- SEMINAR (AI) - USPAP Scope of Work & New Requirements (8/2006)
- SEMINAR (AI) - USPAP Reappraising, Readdressing & Reassigning Appraisal Reports (2/2007)
- SEMINAR (AI) - AI Summary Appraisal Report/Residential (4/07)
- COURSE (Fla.) - 14-Hour Continuing Education (including 3-Hour Florida Core Law) (7/2007)
- SEMINAR (AI) - Real Estate Fraud: Appraisers Beware! (8/2007)
- SEMINAR (AI) - Florida Law for Real Estate Appraisers (11/2007)
- COURSE (AI) - Business Practices and Ethics – 8 hours (12/2007)
- SEMINAR (AI) - Supervisor Trainee Roles and Rules (2/2008)
- SEMINAR (AI) - 7 Hour National USPAP (4/2008)
- SEMINAR (AI) - USPAP Hypothetical Conditions & Extraordinary Assumptions (5/2008)
- SEMINAR (AI) - Litigation Skills for the Appraiser – 7-Hour Seminar (9/2008)
- SEMINAR (AI) - Public Sector Appraising (2/2009)

E) EDUCATIONAL BACKGROUND - (Partial List, continued)

- WEBINAR (AI) - Develop an Effective Marketing Plan (3/2009)
- SEMINAR (AI) - Inspecting the Residential “Green House” (4/2009)
- SEMINAR (AI) - Property Tax Assessment (5/2010)
- SEMINAR (AI) - Supervisor Trainee Roles and Rules (7/2010)
- SEMINAR (AI) - Florida Law for Real Estate Appraisers (7/2010)
- SEMINAR (AI) - 7-Hour Introduction to Valuation for Financial Reporting – Chicago (5/2009)
- SEMINAR (AI) - Government Regulations & Their Effect on R.E. Appraising (8/2009)
- SEMINAR (AI) - R.E.Market: How We Got Here, Where We Are, Where We’re Going (10/2009)
- SEMINAR (AI) - 7 Hour National USPAP Update Course (10/1/2010)
- COURSE (AI) - 7 Hour Introduction to Conservation Easement Valuation (12/10/2010)
- SEMINAR (AI) - The Real Estate Market (2/18/2011)
- COURSE (AI) - 16 Hours Uniform Appraisal Standards for Federal Land Acquisitions (“Yellow Book”) (2/25-26/2011)
- WEBINAR (AI) - Real Estate Industry Perspectives on Lease Accounting (4/7/2011)
- COURSE (AI) - 15 Hour Appraisal Curriculum Overview (5/19-20/2011)
- WEBINAR (AI) - 2-hour Investment Property Accounting Standards (6/8/2011)
- SEMINAR (AI) - 3 Hour Spotlight on USPAP – Agreement for Services (7/15/2011)
- COURSE (AI) - 14 Hours (2-day) Advanced Excel Spreadsheet Modeling for Valuation Applications (9/22 & 9/23/2011)
- SEMINAR (AI) - Trial Components (11/4/11)
- SEMINAR (AI) - Lessons from the Old Economy Working in the New (1/20/2012)
- 7-Hour USPAP - National USPAP Update (3/9/2012)
- 3-Hour Fla. Law - State Law Update (3/9/2012)
- SEMINAR (AI) - Appraisal Review for General Appraisers (4/12/2012)
- SEMINAR (AI) - Land Valuation (4/20/2012)
- SEMINAR (AI) - The Valuation of Warehouses (6/22/2012)
- SEMINAR (AI) - Town Hall Meeting: 2012 Appraisal Institute Forum (7/12/2012)
- SEMINAR (AI) - IRS Valuation (7/19/2012)
- SEMINAR (AI) - 7 Hour Business Practices and Ethics Course (12/7/2012)
- SEMINAR (AI) - Real Estate Forecast 2013 (1/25/2013)
- COURSE (AI) - 7 Hour Advanced Marketability Studies (5/6/2013)
- SEMINAR (AI) - Developing a Supportable Workfile (11/15/2013)
- SEMINAR (AI) - Florida Appraisal Law Course (2/7/2014)
- SEMINAR (AI) - Liability Issues for Appraisers performing Litigation & Non-Lending Work (2/24/2014)
- COURSE (AI) - 7 Hour National USPAP Update Course (4/25/2014)
- SEMINAR (AI) - Economic Conditions (5/16/2014)
- SEMINAR (AI) - Fundamentals of Going Concerns (7/16/2014)
- SEMINAR (AI) - Litigation Assignments for Residential Appraisers (7/24/2014)
- SEMINAR (AI) - Economic Engines of Miami-Dade County, Florida (1/23/2015)
- SEMINAR (AI) - Economic Engines Driving Broward County, Florida (5/15/2015)
- 3-Hour Fla.Law - Florida Real Estate Broker 14-hour Continuing Education Course (incl. 3 hour core law) with exam (9/2015)
- SEMINAR (AI) - Drone Technology & its Effect on Real Estate Valuations (11/2015)
- SEMINAR (AI) - Loss Prevention for Real Estate Appraisers (1/22/2016)
- COURSE (AI) - 7-Hour National USPAP Update Course (4/22/2016)
- SEMINAR (AI) - 3-Hour Florida Appraisal Law (4/22/2016)
- SEMINAR (AI) - 4-Hour Appraisals in the Banking Environment (5/6/2016)
- SEMINAR (AI) - Appraising the Tough One: Mixed Use Properties (8/19/2016)
- SEMINAR (AI) - 4-Hour Business Practices & Ethics (12/02/2016) 5-Year Requirement
- WEBINAR (AI) - 2-Hour Yellow Book Changes – Overview for Appraisers (1/11/2017)
- SEMINAR (AI) - 3-Hours Economic Engines Driving Broward County in 2017 (1/27/2017)
- COURSE (AI) - 7-Hours: Introduction to Green Buildings Principles & Concepts (2/24/2017)
- COURSE (AI) - 4 Hours: Another View of the Tough One: Sales Comparison Approach for Mixed-Use Properties (5/19/2017)
- SEMINAR (AI) - 4 Hours: Appraising for Federal Office of Valuation Services & Yellow Book Review (8/18/2017)
- COURSE (BR) - 14 Hours Real Estate Continuing Education, including 3-Hour Florida Real Estate Core Law (9/13/2017)
- COURSE (AI) - 4-Hours: 2-4 Unit Small Residential Income Property Appraisals (11/3/2017)
- COURSE (AI) - 15 Hours “Yellow Book” Uniform Appraisal Standards for Federal Land Acquisitions – Passed Exam (11/10/2017)

F) APPRAISAL TEACHING EXPERIENCE

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

G) PROFESSIONAL OFFICES HELD/AWARDS

- NATIONAL B.O.D. MEMBER - BOARD OF DIRECTORS OF APPRAISAL INSTITUTE (2006- 2008)
- AWARD - Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
- AWARD - Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011
For "high ethical standards, contributions to the Appraisal Institute, Community and Appraisal Profession for at least 20 years."
- CHAIR - REGION X - All of Florida - Appraisal Institute (2008)
- VICE-CHAIR - REGION X - All of Florida - Appraisal Institute (2007)
- THIRD DIRECTOR - REGION X - All of Florida - Appraisal Institute (2006)
- FINANCE OFFICER - REGION X - All of Florida - Appraisal Institute (2006)
- PRESIDENT - BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
- PRESIDENT - BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
- CHAIR - FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
- CHAIR - FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

G) PROFESSIONAL OFFICES HELD/AWARDS

- CHAIR - FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS
- CHAIR - EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI
- CHAIR - CANDIDATES GUIDANCE COMMITTEE, FT. LAUDERDALE CHAPTER AI
- CHAIR - NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
- VICE CHAIR & MEMBER - NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)
- MEMBER - NATIONAL LONG RANGE PLANNING COMMITTEE OF AI
- MEMBER - NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI
- DIRECTOR - REGION X (Florida) Appraisal Institute
- MEMBER - REGION X (FLORIDA) ETHICS AND COUNSELING PANEL
- DIRECTOR - BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS
- DIRECTOR - SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS
- MEMBER - NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
- SPECIAL MASTER - BROWARD COUNTY BOARD OF TAX ADJUSTMENT
- COMMISSIONER - 17TH JUDICIAL CIRCUIT COURT, Broward County, FL
- MEMBER - 2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education;
 Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;
 Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.
 Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.
 Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.
 Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.
 Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

I) CIVIC INVOLVEMENT

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW
 MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD
 MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES
 MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")
 MEMBER CIRCLE OF FRIENDS - NOVA SOUTHEASTERN LIBRARY FOUNDATION
 MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION
 MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY
 MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS
 MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE
 MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA
 LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION
 MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE
 U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949



Claudia Vance, MAI

Appraiser · Real Estate Analyst · Reviewer

Vance Real Estate Service · 7481 NW 4 Street · Plantation · FL · 33317

Office: 954-583-2116 Cell: 954-647-7148 Email: vanceval@att.net

Web Site: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Designated appraisers perform the appraisal work, no trainees. Our appraisals are used for financial/ mortgage loan purposes from large mixed use complexes to small owner- occupied properties. We have the qualifications for appraisals submitted to SBA.

Jesse B. Vance, Jr., MAI, SRA, ASA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, deficiency judgments, marriage dissolution, and estates. Our firm values most types of real property interests, timely, professionally, and at competitive costs.

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ LICENSES

MAI Designation - APPRAISAL INSTITUTE No. 9451
 State-Certified General Real Estate Appraiser No. RZ-173
 Florida State Licensed Real Estate Broker No. BK 0161305
 VOSB Veteran-Owned Small Business (CCR/Duns 826494957)

B) WORK HISTORY

1983 - Current Vice President - Vance Real Estate Service
 1981 – 1983 President - The Appraisal Company, Fort Lauderdale, Florida
 1979 – 1981 Staff Appraiser - Real Property Analysts, Inc., Fort Lauderdale, Florida
 1976 – 1980 REALTOR-Associate - The Atwood Corporation, Fort Lauderdale, Florida
 1973 – 1975 Teacher of Secondary Language Arts in the Jefferson Parish School in Louisiana

C) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

U.S. Bankruptcy Court, Southern District of Florida
 Florida Circuit Court: Broward County

D) APPRAISER SPECIAL MAGISTRATE FOR THE BROWARD CO VALUE ADJUSTMENT BOARD 2002-2010

E) EXPERIENCE: 35+years appraising and analyzing real property interests in South Florida.

Partial list of real property types valued:

High value residences, Condominiums/ Co-operatives, Office, Industrial, Multi-family, Restaurants/ bars, Auto dealerships, City Centers, Hotels/ motels, Houses of worship, Schools, Child care centers, Self-storage, Funeral home, Animal Hospital, Mixed use, Nursing homes, Gas sales stations, Marinas, Mobile home parks, Shopping centers, Country clubs/ golf courses, Financial institutions, Bowling centers, Vacant land, Agricultural properties, Environmentally sensitive land

Types of Reports:

Market Value, Eminent Domain, Marketability, Feasibility, Highest and Best Use, Investment Analyses, Partial Interests, Easement Valuations, Estate planning, Marriage dissolution, Land use studies, Damage/ Contamination studies

F) PARTIAL LIST OF CLIENTS –

PRIVATE: Individuals, Corporations, Attorneys, Accountants, Habitat for Humanity, Seminole Tribe of Florida

COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; Citigroup; Space Coast Credit Union; State Farm Bank; Florida Shores Bank; American National Bank; Landmark Bank; City National Bank; Englewood Bank & Trust

SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES

FLORIDA CITIES: Fort Lauderdale, Plantation, Cooper City, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, Davie, Hollywood, Pembroke Pines, Hallandale Beach, Lauderhill, Southwest Ranches, Miramar, Boca Raton, Boynton Beach, West Palm Beach, Delray Beach

FLORIDA COUNTIES and AGENCIES: Broward, Palm Beach, Broward County Board of County Commissioners, School Board of Broward County, Broward County Housing Authority

STATE OF FLORIDA Department of Transportation (FDOT), Department of Environmental Protection

U.S. Department of Veterans Affairs, U.S. Department of Treasury (IRS), U.S Marshall's Service, U.S. Attorney

G) EDUCATIONAL BACKGROUND**Academic:**

Bachelor of Arts Degree – University of New Orleans, New Orleans, LA – Major: English

Professional:

Course 1-A (AIREA) - Introduction to Appraising Real Property, 1977, Passed Exam
 Course 1-B (AIREA) - Capitalization Theory and Techniques, 1978, Passed Exam
 Course VIII (AIREA) - Residential Appraising, 1978, Passed Exam
 Course SPP (AI) - Standards of Professional Practice, 1992, Passed Exam
 Course 2-1 (AIREA) - Case Studies, 1987, Passed Exam
 Course 2-2 (AIREA) - Report Writing, 1987, Passed Exam
 Course R-2 (SREA) - Report Writing, 1978, Passed Exam
 Course 202 (SREA) - Applied Income Property Valuation, 1983, Passed Exam
 Course 301 (SREA) - Applications/Appraisal Analysis, 1984, No Exam
 Course SPP (SREA) - Standards of Professional Practice, 1989, No Exam
 Symposium (SREA) - Market Analysis, 1983, Philadelphia
 Symposium (SREA) - Market Analysis, 1984, Atlanta
 Symposium (SREA) - Market Analysis, 1985, Vancouver
 Symposium (SREA) - Market Analysis, 1986, Atlantic City
 Symposium (SREA) - Market Analysis, 1988, Los Angeles
 SEMINAR (AI) - Cost Approach (1992/Boston)
 SEMINAR (AI) - Rates & Ratios (1992/Boston)
 SEMINAR (AI) - International Appraising (1992/Boston)
 SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
 SEMINAR (AI) - ADA ACT (1993/Reno)
 SEMINAR (AI) - Hotel Valuation (1993)
 SEMINAR (AI) - Income Capitalization, Methods (1993)
 SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
 SEMINAR (AI) - Verifying Market Data (1994)
 SEMINAR (AI) - Market Studies for Appraisals (1994)
 SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)
 SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
 SEMINAR (AI) - Public Safety & Property Values (1995)
 SEMINAR (AI) - Outparcel Valuation (1995)
 SEMINAR (AI) - Computer Technology Video Conference (1995)
 SEMINAR (AI) - The Internet & the Appraiser (1996)
 SEMINAR (AI) - Florida Commercial Construction (1996)
 SEMINAR (AI) - 1996 Data Exchange (1996)
 SEMINAR (AI) - Real Property Rights in Florida (1996)
 COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
 SEMINAR (AI) - Valuation of Trees (1997)

G) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI)	- Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI)	- Non-Conforming Uses (1998)
SEMINAR (AI)	- The Impact of Contamination on Real Estate Value (1998)
COURSE (AI)	- USPAP & Florida Real Estate Core Law (1998)
SEMINAR (AI)	- Econometrics/Statistical Valuation Methods (1999)
SEMINAR (AI)	- Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI)	- The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI)	- Technology Forum Part II/Intermediate (1999)
SEMINAR (AI)	- Client Satisfaction/Retention/Development (1999)
SEMINAR (AI)	- Attacking and Defending an Appraisal (1999)
SEMINAR (AI)	- Federal Appraisal Requirements (2000)
SEMINAR (AI)	- Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
SEMINAR (AI)	- Analyzing Income Producing Properties (2000)
COURSE (AI)	- USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI)	- Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI)	- State of the Appraisal Profession (2001)
SEMINAR (AI)	- Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI)	- Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI)	- Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI)	- How to Appraise the Ugly House (2002)
COURSE (AI)	- 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI)	- Market Trends for 2003 (2003)
SEMINAR (AI)	- Update on Code of Professional Ethics (2003)
PANEL (AI)	- Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI)	- Appraisal Agreements (2003)
SEMINAR (AI)	- Analyzing Distressed Real Estate (2004)
SEMINAR (AI)	- Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI)	- National USPAP Course (2004)
SEMINAR (AI)	- Inverse Condemnation (2004)
SEMINAR (AI)	- Loss Prevention (2005)
SEMINAR (AI)	- Single Family Fraud Awareness (2005)
SEMINAR (AI)	- Guide to the new URAR form (2005)
SEMINAR (AI)	- Technologies for Real Estate Appraisers (2006)
SEMINAR (AI)	- The Appraiser's Role in New Urbanism (2006)
SEMINAR (AI)	- National USPAP Update (2006)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2006)
SEMINAR (AI)	- Scope of Work and the New USPAP Requirements (2006)
SEMINAR (AI)	- Energy Star and the Appraisal Process (2006)
SEMINAR (AI)	- Reappraising, Readdressing, and Reassigning Appraisals (2007)
SEMINAR (AI)	- Real Estate Fraud (2007)
SEMINAR (AI)	- Forecasting Revenue (2007)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2007)
COURSE (AI)	- Business Practice and Ethics #420 (2007)
SEMINAR (AI)	- Supervisor – Trainee Roles and Rules (2008)
COURSE (AI)	- 7 Hour National USPAP Update #400 (2008)
SEMINAR (AI)	- Hypothetical Conditions and Assumptions (2008)
SEMINAR (AI)	- Real Estate Economy (2008)
SEMINAR (AI)	- Public Sector Appraising (2009)
SEMINAR (AI)	- Inspecting the residential "green" house (2009)
WEBINAR (AI)	- Value for Financial Reporting (2009)
SEMINAR (AI)	- The Real Estate Market in 2009
SEMINAR (AI)	- New Government Regulations (2009)
SEMINAR (AI)	- Property Tax Assessment (2010)
SEMINAR (AI)	- 7 Hour National USPAP (2010)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2010)
SEMINAR (AI)	- Supervisor/ Trainee Roles and Rules (2010)
SEMINAR (AI)	- The Real Estate Market (2011)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions- "Yellow Book" (2011)
COURSE (AI)	- 15 Hour Appraisal Curriculum Overview (2011)
SEMINAR (AI)	- Spotlight on USPAP – Agreement for Services (2011)
SEMINAR (AI)	- Trial Components (2011)

G) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Lessons from the Old Economy Working in the New (2012)
SEMINAR (AI)	- Appraisal Review for General Appraisals (2012)
COURSE (AI)	- National USPAP Update (2012)
SEMINAR (AI)	- Florida Law (2012)
SEMINAR (AI)	- Land Valuation (2012)
SEMINAR (AI)	- Valuation of Warehouses (2012)
SEMINAR (AI)	- IRS Valuation (2012)
SEMINAR (AI)	- Business Practices and Ethics (2012)
SEMINAR (AI)	- Real Estate Forecast (2013)
SEMINAR (AI)	- Advanced Marketability Studies (2013)
SEMINAR (AI)	- Developing a Supportable Workfile (2013)
SEMINAR (AI)	- Florida Appraisal Law (2014)
SEMINAR (AI)	- Liability Issues for Appraisers performing Litigation & Non-Lending Work (2014)
COURSE (AI)	- 7 Hour National USPAP Update Course (2014)
SEMINAR (AI)	- Florida Law (2014)
SEMINAR (AI)	- New Real Estate Economy (2014)
SEMINAR (AI)	- Economic Engines of Miami-Dade County (2015)
SEMINAR (AI)	- Economic Engines of Broward County (2015)
SEMINAR (AI)	- Tightening the Appraisal (2015)
SEMINAR (AI)	- Evaluating Commercial Construction (2015)
SEMINAR (AI)	- Drone Technology (2015)
SEMINAR (AI)	- Loss Prevention for Appraisers (2016)
COURSE (AI)	- 7 Hour National USPAP Update (2016)
SEMINAR (AI)	- Florida Law (2016)
SEMINAR (AI)	- Redefining the Appraisal & Its Role in an Evolving Banking Environment (2016)
SEMINAR (AI)	- The Tough One, Mixed use properties (2016)
SEMINAR (AI)	- Business Practices & Ethics (2016)
SEMINAR (AI)	- Economic Engines Driving Broward County (2017)
SEMINAR (AI)	- Introduction to Green Buildings & passed exam (2017)
SEMINAR (AI)	- Another View of the Tough Ones (2017)
SEMINAR (AI)	- Appraising for the Office of Valuation Services, Department of the Interior (2017)
SEMINAR (AI)	- Case Studies in Appraising Green Residential Buildings & passed exam (2017)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions & passed exam (2017)

H) PROFESSIONAL INVOLVEMENT

Region X Representative of the Appraisal Institute 2006 – 2009
 President of the South Florida Chapter of the Appraisal Institute - 2003
 First Vice-President of the South Florida Chapter of the Appraisal Institute -2002
 Second Vice-President of the South Florida Chapter of the Appraisal Institute -2001
 Secretary of the South Florida Chapter of the Appraisal Institute -2000
 Treasurer of the South Florida Chapter of the Appraisal Institute - 1999
 Chair of the Education Committee of the S. Florida Chapter of the Appraisal Institute - 1995, 1996, 1997, 1998, 2007- 2018
 Chair of the University Relations Committee of the South Florida Chapter of the Appraisal Institute - 2006
 Director of the South Florida Chapter of the Appraisal Institute 1996 - 1998
 Member of Region X (Florida) Ethics and Counseling Panel –AI
 Graduate of the Florida REALTORS Institute (GRI)
 Director of the Florida Association of REALTORS (FAR) - 1981
 Committee Member of the Florida Association of REALTORS, Education Committee 1980 & 1981
 Chairman of the Education Committee of the Fort Lauderdale REALTORS - 1981 and 1982; Member 1978, 1979, 1980
 Member of the Long Range Planning and Awards Committees of the Fort Lauderdale REALTORS
 Instructor for the Investment Division of the Fort Lauderdale REALTORS

I) PROFESSIONAL PUBLICATIONS & PRESENTATION

Prepared and taught *Mastering Real Estate Mathematics* at the Fort Lauderdale Area Board of REALTORS
 Prepared and taught *A Guide to Researching Real Estate Information in Broward County* and *Working Through the Basic Approaches to Market Value*, Fort Lauderdale Area Board of REALTORS

J) CIVIC INVOLVEMENT

Member of the Navy League of the United States – Fort Lauderdale Council
 Lifetime Honorary Member- Florida Sheriff's Association
 Member of Zeta Tau Alpha Alumnae Fraternity

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, having an address of 710 North Federal Highway, Boynton Beach, FL 33435 (hereinafter "PURCHASER") and **LARANN, LLC**, a Florida limited liability company, having an address of P.O. Box 362042, Melbourne, Florida 32936-2042 (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 172, ARDEN PARK ADDITION TO BOYNTON BEACH, ACCORDING TO THE PLAT THEREOF, ON FILE WITH THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, PLAT BOOK 2, PAGE 96.

Parcel Control Number 08-43-45-21-18-000-1720

Property Address: 201 NE 9th Avenue, Boynton Beach, FL 33435

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be One Hundred Thirty-Nine Thousand Five Hundred and 00/100 Dollars (\$139,500.00), payable in cash, by wire transfer of United States Dollars at the Closing.

This contract is contingent on the Property appraising for not less than the Purchase Price. PURCHASER shall, at PURCHASER's expense, cause to have prepared an appraisal of the Property by an MAI appraiser conforming to the requirements of the Uniform Standards of Professional Appraisal Practice. Should the Property appraise for less than the Purchase Price this Agreement shall automatically terminate and PURCHASER's deposit shall be refunded.

3. DEPOSIT.

3.1 Earnest Money Deposit. Within five (5) Business Days after the execution of the Purchase Agreement by both parties, however, not later than February 16, 2018, PURCHASER shall deliver to Lewis, Longman & Walker, PA ("Escrow Agent") a deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) the "Deposit".

3.2 Application/Disbursement of Deposit. The Deposit shall be applied and disbursed as follows:

The Deposit shall be delivered to SELLER at Closing and the PURCHASER shall receive credit for such amount against the Purchase Price. If this Agreement is terminated during the Feasibility

Period (hereinafter defined) 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 effective date of the Purchase Agreement is the date that the Escrow Agent receives the Escrow Deposit and Escrow Agent executes the Agreement, however, not later than February 16, 2018 or SELLER shall have the option to terminate this Agreement.

5. CLOSING. The purchase and sale transaction contemplated herein shall close on or before March 16, 2018, (the "Closing"), unless extended by other provisions of this Agreement or by written agreement, signed by both parties, extending the Closing.

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 ten (10) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries 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, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this contract and receive back all deposits hereunder. 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 in 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 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 as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLER hereby agrees to indemnify and hold PURCHASER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services directly authorized by SELLER in writing. PURCHASER'S AND SELLERS' obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within ten (10) 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 shall be paid by Seller prior to or at closing from Seller's proceeds, only with the preapproval of SELLER. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than fifteen (15) 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 thirty (30) days to diligently and in good faith undertake all necessary activities to cure and remove the Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable to cure and remove, or cause to be cured and removed, the 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 and the Closing for one additional thirty (30) day period, or (ii) accepting the title as it then is, 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.

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 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. Within five (5) days of the Effective Date, PURCHASER, at PURCHASER's expense, shall order 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 and PURCHASER shall deliver written notice to SELLER no later than fifteen (15) days prior to closing notifying SELLER of any objections PURCHASER has to the Survey.

7.3 SELLER Deliveries.

SELLER shall deliver to PURCHASER the following documents and instruments in SELLER's possession or control, if any, within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 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.

7.3.2 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, in SELLER's possession or control, if any.

7.3.3 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, or licenses.

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 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 or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, 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 to existing leases. Such leases shall be assigned to the PURCHASER at Closing.

9. CLOSING DOCUMENTS. The PURCHASER, at its sole cost and expense, shall prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the SELLER’S Title Company. At Closing, SELLER shall execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

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 an 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 and the existing tenants under the existing leases. 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, once prior approval is obtained from the SELLER.

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.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies 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 title insurance expenses and all documentary stamps on the deed, recording the deed and half of all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER is responsible for half of all general closing expenses, not to exceed \$350.00, and their own legal fees. All other costs of closing shall be borne by PURCHASER.

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. 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 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 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. Additionally, SELLER represents that SELLER will not, between the 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 and the existing tenants under the existing leases in possession of the Property or any portion of the Property as a lessee.

11.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. 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 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.

11.8 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 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.

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 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.

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, 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 fifteen (15) 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, such extension shall not be unreasonably withheld. 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: Larry Finkelstein, Manager
 Larann, LLC
 P.O. Box 362042
 Melbourne, FL 32936-2042

If to Purchaser: Michael Simon, Executive Director
 Boynton Beach Community Redevelopment Agency
 710 N. Federal Highway
 Boynton Beach, FL33435

With a copy to: Kenneth Dodge
 Lewis, Longman & Walker, PA
 515 North Flagler Drive

Suite 1500
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 shall indemnify, defend and hold harmless the PURCHASER 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 SELLER on its behalf with any broker or finder in connection with this Agreement. PURCHASER shall indemnify, defend and hold harmless the SELLER 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 PURCHASER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section shall survive Closing or termination of this Agreement.

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.

(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

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 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 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.

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 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.

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 be recorded in the Public Records of Palm Beach County, Florida.

18.11 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 SELLER'S Property Deed and PURCHASER'S possession of the Property.

18.12 SELLER 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.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

PURCHASER:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

Printed Name: Steven B. Grant

Title: Chair

Date: _____

SELLER:

LARANN, LLC



Printed Name: Larry Finkelstein

Title: MANAGER

Date: 2-7-18

WITNESS:

Printed Name: _____

WITNESS:

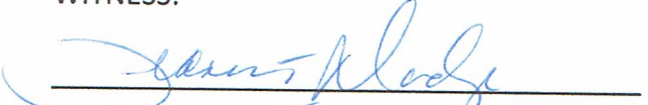
Printed Name: _____

WITNESS:



Printed Name: Alberdia Carlander

WITNESS:



Printed Name: Jeanne T. Modje

ESCROW AGENT

Lewis, Longman & Walker, P.A.

Printed Name: _____

Date: _____

ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT is attached to and made a part of that certain Purchase and Sale Agreement of even date herewith (the "Agreement") by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes ("PURCHASER") and LARANN, LLC, a Florida limited liability company ("SELLER") for the purchase and sale of:

201 N.E. 9th Ave., Boynton Beach, FL 33435.

LOT 172, ARDEN PARK ADDITION TO BOYNTON BEACH, ACCORDING TO THE PLAT THEREOF, ON FILE WITH THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, PLAT BOOK 2, PAGE 96.

Parcel Control Number 08-43-45-21-18-000-1720

In the event of any conflict or inconsistency between the terms and provisions of the Agreement and this Addendum to the Agreement (the "Addendum"), the terms and provisions of this Addendum shall be construed to control and prevail. Capitalized terms appearing in this Addendum shall have the same meaning as said terms are given within the Agreement. The Agreement and this Addendum are hereinafter sometimes collectively referred to as the "Agreement". The parties further agree as follows:

PURCHASER is aware that SELLER acquired the property which is the subject of this transaction by way of Quit Claim Deed, and, as a result, SELLER's knowledge of the condition of the property is limited and that SELLER is selling and PURCHASER is buying the property in its present "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.

PURCHASER INSPECTION - This agreement is conditioned upon PURCHASER's personal approval of an inspection of the Property and the improvements on the Property, if any. PURCHASER's inspection may include, at PURCHASER's option, the site boundaries, geological condition, structural, mechanical, electrical and general condition of the improvements to the Property, an inspection of the Property for the possible presence of hazardous materials, a pest inspection, and a soils/stability inspection. All inspections are to be (a) ordered by PURCHASER, (b) performed by an inspector of PURCHASER's choice, and (c) completed at PURCHASER's expense. PURCHASER shall not alter the Property or any improvements on the Property without first obtaining SELLER's permission. PURCHASER is solely responsible for interviewing and selecting all inspectors. PURCHASER shall restore the Property and all Improvements on the Property to the same condition they were in prior to the inspection. PURCHASER shall be responsible for all damages resulting from any inspection of the Property performed on

PURCHASER's behalf. Further, the closing of this transaction shall constitute as an acknowledgement by the PURCHASER(s) that the Property and premises were accepted without representation or warranty of any kind or nature by the SELLER.

AUTOMATIC WAIVER IF PURCHASER DOES NOT DISAPPROVE INSPECTION. This inspection contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless PURCHASER gives written notice of disapproval of the inspections within 10 days after The Effective Date of the Agreement. PURCHASER may disapprove the inspection for any reason in PURCHASER's sole discretion. If PURCHASER gives a timely notice of disapproval, then this Agreement shall terminate and the earnest money shall be refunded to the PURCHASER.

PURCHASER:

BOYNTON BEACH
COMMUNITYREDEVELOPMENT AGENCY

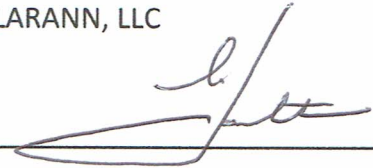
Printed Name: Steven B. Grant

Title: Chair

Date: _____

SELLER:

LARANN, LLC



Printed Name: Larry Finkelstein

Title: MANAGER

Date: 2-7-18

WITNESS:

Printed Name: _____

X WITNESS:

X Alverdis Carlander

X Printed Name: Alverdis Carlander

WITNESS:

Printed Name: _____

X WITNESS:

X Jeanne T. Madje

X Printed Name: Jeanne T. Madje



CRA BOARD MEETING OF: February 13, 2018

NEW BUSINESS

AGENDA ITEM: 14.B.

SUBJECT:

Consideration of Approval of Costa Center, LLC's Performance Audit for Year Ending December 31, 2017 for the Casa Costa Project

SUMMARY:

The CRA entered into a Direct Incentive Funding Agreement (DIFA) ("Agreement") with Boynton Waterways Investment Associates on April 25, 2005 to provide financial assistance to the redevelopment project known as The Promenade (Attachment I). The CRA's DIFA funding incentive was intended to provide the developer/owner with additional funding to assist with the costs associated with carrying the commercial space created within the development. Under the agreement, the DIFA funding term specifies a total of ten (10) annual payments or period of ten years to receive funds. The first two (2) annual DIFA payments were made to Boynton Waterways Investment Associates for FY 2010-2011 and FY 2011-2012, totaling \$537,596.

In December 2012, Boynton Waterways Investment Associates sold the project and the assignment of the DIFA to PRH Boynton Beach, LLC, including all rights, privileges and obligations required to be performed in order to be eligible to receive funding (see Attachment II). Under this first assignment, PRH Boynton Beach, LLC, received four (4) annual DIFA payments totaling \$1,829,912.

At the October 10, 2016 CRA Board meeting, the Board approved a request to have the Casa Costa rights and obligations under the DIFA assigned to Costa Center, LLC, the new owner of the commercial units located within the Casa Costa development (See Attachment III).

As required under the terms of the Agreement, on January 26, 2018, Costa Center, LLC submitted a Performance Audit for the year ending December 31, 2017. Based on staff's review, the Performance Audit is in compliance with the terms of the Agreement requiring 10% of the retail space or 1,930 square feet out of total retail square footage of 19,300, be offered at one-half of the average rental rate or \$12.50 per square foot (see Attachment IV).

As of September 30, 2017, a total of seven (7) payments have been made under the DIFA Agreement totaling \$2,906,671 (see Attachment III).

If approved by the Board, the CRA will be issuing payment number eight (8) for FY 2017-2018, in the amount of \$545,783 (see Attachment V).

FISCAL IMPACT:

\$545,783 – FY 17-18, Project Fund, Line Item: 02-58400-443

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan - Downtown District

CRA BOARD OPTIONS:

1. Accept the Performance Audit and approve the DIFA payment of \$545,783 to Costa Center, LLC
 2. Do not accept the Performance Audit and do not approve the DIFA payment of \$545,783 to Costa Center, LLC
-

ATTACHMENTS:**Description**

- ▢ **Attachment I - Executed Agreement and Amendments**
- ▢ **Attachment II - March 13, 2013 Agenda Item & Minutes**
- ▢ **Attachment III - October 10, 2016 Agenda Cover and Minutes**
- ▢ **Attachment IV - Costa Center, LLC Annually Required DIFA Performance Audit**
- ▢ **Attachment V - DIFA Payment History**
- ▢ **Attachment VI - Costa Center, LLC DIFA Calculation Worksheet**

DIRECT INCENTIVE FUNDING AGREEMENT

This is an agreement (hereinafter "Agreement") entered into as of the 25th day of April, 2005, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 639 East Ocean Avenue, Suite 107, Boynton Beach, Florida 33435.

And

BOYNTON WATERWAYS INVESTMENT ASSOCIATES, LLC., a Florida limited liability company, (hereinafter referred to as the "Developer" or "Boynton Waterways"), with a business address of 155 South Miami Avenue, Penthouse 2A, Miami, Florida 33310, and/or assigns, provided such are affiliates of the Developer.

RECITALS:

WHEREAS, as part of its strategy to "encourage large-scale projects, which define new markets, quality, innovation and character in the CRA area" the CRA has adopted a Direct Incentive Program dated March 22, 2004 (revised) (hereinafter the "Direct Incentive Program"); and

WHEREAS, Developer submitted an application to the CRA for Direct Incentive funding for that certain project proposed at the northeast corner of Federal Highway and Boynton Beach Boulevard within the CRA boundaries to be known as Promenade (hereinafter the "Project"); and

WHEREAS, at the October 12, 2004 meeting of the CRA Board, the CRA Board of Directors (hereinafter "CRA Board") approved said application with a project score of 98 points (making the Project eligible for 98% of the maximum incentive permissible under the Direct Incentive Program), subject to approval of a mutually acceptable contract (i.e., this Agreement); and

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

WHEREAS, at its APRIL 17, 2005 meeting, the CRA Board approved this Agreement.

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

Section 1. Recitals. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

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

“Affiliate” means a company or corporation that the Developer, or members of Developer, maintains any ownership interest in.

“Affordable Access – Residential” means the residential sales provided for in the Application and committed to by the Developer to qualify for the affordable access incentive of the CRA’s Direct Incentive Program.

“Affordable Access – Commercial” means the commercial leases provided for in the Application and committed to by the Developer to qualify for the affordable access incentive of the CRA’s Direct Incentive Program.

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

“Application” means the Direct Incentive Program Application submitted by Boynton Waterways dated June 24, 2004, which is attached as Exhibit “A”, the information, representations, and commitments of which as contained therein are adopted and incorporated within and as part of this Agreement.

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

“Commence” or **“Commencement”** as such terms relate to the commencement of construction of the Project as required hereunder, means the application by the Developer to the City for the permit required for the commencement of vertical construction or the commencement of such vertical construction pursuant to and in accordance with such permit.

“Developer” means Boynton Waterways Investment Associates, LLC. and any assignee or transferee of Boynton Waterways that is permitted under this Agreement, from and after the date of such permitted assignment or transfer.

“Pledged Project Increment Revenues” means 49% of the Project Increment Revenues received by the CRA.

“Project” means the Promenade Project as described above in the second “Whereas” clause, and as further described in the Application defined above and in the site plan defined below.

“Project Increment Revenues” means the amount deposited in the Redevelopment Trust Fund for the Redevelopment Area pursuant to Florida Statutes, Section 163.387, which is attributable to the Project, using \$119,816.00 as the 2004 base year amount in calculating such increment revenues, so that increment revenues for the Project are equal to all amounts over the base year amount.

“Property” means the real property described on Exhibit “B”, attached hereto.

“Public Areas” means all areas that have unrestricted public access for the life of the Project, as shown on the Delineation of Public Areas attached as Exhibit “C”, attached hereto, but shall not include public utilities which shall be dedicated to the public.

“Public Parking” means the free on-site parking consisting of 111 parking spaces, including parking for the disabled required for the Project under applicable state and federal law, as committed and set forth in the Application.

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

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

“Site Plan” means the site plan for the Project approved by the City of Boynton Beach City Commission by motion and vote on July 20, 2004, a copy of which is attached hereto as Exhibit “D.”

“Substantial Completion” or **“Substantially Complete”** means the completion of 90% of the Project’s residential condominium units and 90% of the square footage of the Project’s commercial space, as evidenced by issuance of a certificate of occupancy for such residential condominium units and commercial space.

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

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

Section 3. Effective Date. This Agreement shall be effective on the date that the last party to sign executes this Agreement (hereinafter “Effective Date”).

Section 4. Developer’s Obligations – Construction. Developer agrees to construct the Project as described in the Application and the Site Plan and to maintain the Public Parking and other Public Areas as set out therein. The Site Plan may be modified from time to time by Developer in accordance with and pursuant to the Code of Ordinances of the City of Boynton Beach; provided, however, that the Developer shall not have the right to substantially reduce the number of residential units, the amount of commercial square footage, the size of the Public Areas, the number of Public Parking Spaces or to make any other change which would substantially reduce the taxable value of the Project without the prior approval of the CRA. “Substantially” as used in this Section means any change that would require a major Site Plan Modification.

4.1 Commencement of Construction. Developer shall apply for a building permit with the City no later than twelve (12) months from the date of original approval of the Site Plan by the City Commission, i.e., no later than twelve (12) months from July 20,

2004. The Developer shall have the right to extend the Commencement Date by up to twelve (12) months on a showing by the Developer to the CRA that the Developer has diligently pursued either applying for a building permit, or construction start, that any delay is beyond the control of the Developer and that the Developer continues to hold a valid and current building permit for the project issued by the City. Developer's rights to receive the benefits of this Agreement are further subject to the following provisions:

4.1.1. Should the Site Plan or building permit expire at any time , this Agreement shall terminate and be of no further force and effect.

4.1.2. Should the Developer obtain a Site Plan modification approval from the City, whether from the City Commission or administratively, the Developer must nonetheless obtain the approval of the CRA Board for any such modification in order for this Agreement to remain in effect. Whether to grant any such modification shall be entirely within the discretion of the CRA Board which may consider factors which go beyond the land development issues and requirements considered by the City in its approval process.

4.2 Non-Discrimination. The Developer agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried on by the Developer, its contractors, sub-contractors, or agents, in the performance of this Agreement. Should such discrimination occur, the CRA will provide notice to the Developer that it claims there has been a breach of this condition and thereafter, Developer shall have 15 business days to demand arbitration as to the claim of discrimination. The parties will then mutually agree in writing to an arbitrator and if they cannot agree, the rules of the American Arbitration Association will govern. The arbitration will be governed by the rules of the American Arbitration Association regardless of whether an arbitrator is agreed upon by the parties. This arbitration shall be independent of any other actions being taken by other governmental agencies. However, a finding by any other agency or court that such discrimination has occurred may be relied upon by the CRA as conclusive proof of a breach of this provision, provided such finding is final and not appealable. If Developer does not demand arbitration within 15 business days, or if arbitration is conducted and it is determined by the arbitrator that discrimination occurred, the CRA shall have the right to terminate this Agreement and pursue any and all other lawful remedies. The cost of such arbitration shall be borne by the non-prevailing party. Such non-prevailing party shall be determined by the arbitrator.

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

Section 5. Affordable Access Requirements. As a condition precedent to its receipt of any funds pursuant to this Agreement, the Developer and its successors or assigns, shall implement

and maintain an affordable access component to the Project as provided for in the CRA's Direct Incentive Program and as set forth in Section 2G of the Developer's Direct Incentive Program Application. Implementation and maintenance of the Affordable Access Program shall be as follows:

5.1. Affordable Access – Residential.

5.1.1. Based on the total Project residential condominium count of 318 condominium units as set forth in the Application, Developer agrees to set aside a minimum of sixteen (16) units designated as Affordable Access – Residential condominium units, each with a maximum purchase price of \$266,866.00. Should an amendment to the Site Plan be approved which modifies the number of residential condominium units to be developed in the Project, the number of Affordable Access – Residential condominium units will be revised accordingly based on the criteria and requirements set forth in the Direct Incentive Program.

5.1.2. The Affordable Access – Residential condominium units shall be held for sale to individuals or families with household income ranging from a “Low Income of Eighty (80%) Percent Median Income to One Hundred Twenty (120%) Percent Median Income” for Palm Beach County, Florida, as defined by the United States Department of Housing and Urban Development (HUD) for the year 2004. Unit pricing for the Affordable Access – Residential units shall be priced so that buyers are able to qualify for the unit purchases based on qualifying income percentage for home ownership being defined as thirty-two (32%) percent of gross monthly income. Affordable access - residential condominium units shall be held for affordable purchase for one hundred eighty (180) days after such units are released and advertised for eligibility.

5.1.3. Qualified buyers of Affordable Access - Residential condominium units must certify that their intent is to utilize the unit as their primary full time residence pursuant to the Affordable Access-Residential requirement. The Affordable Access-Residential requirement shall be recorded in a deed restriction to be in effect for 10 years from the date of closing of title to each unit.

5.1.4. Qualified purchasers of units pursuant to the Affordable Access-Residential requirement must agree to retain ownership of the unit as their primary full time residence for a minimum of ten (10) years or, upon the sale of any such unit prior to the expiration of ten (10) years, must pay any profit above the original purchase price minus a three (3%) percent annual inflation factor back to the CRA. All buyers within the 10-year period must qualify to purchase affordable units as required in section 5.1.2 herein. The Affordable Access - Residential requirement shall be recorded in a deed restriction to be in effect for 10 years from the date of closing of title to each unit.

5.1.5. The re-sale limitations and requirements set forth in 5.1.4 above shall be included in the deeds of sale, or other mutually acceptable documents, to be

executed by the Developer as seller (or its successors or assigns) and the purchaser at the time of closing on the initial sale of the Affordable Access – Residential units, shall constitute a covenant running with the unit, and shall be recorded in the Public Records of Palm Beach County, Florida.

5.2. Affordable Access – Commercial. As a pre-condition to receiving funding under the Direct Incentive Program, Developer agrees to implement and maintain an Affordable Access – Commercial element pursuant to the policies set forth in the Direct Incentive Program and in Section 2G of the Developers Direct Incentive Program Application. Should the Developer modify its Site Plan to alter the commercial square footage in the Project from that which has been approved, the retail space offered to local tenants as set forth in the Direct Incentive Program Application will be modified accordingly pursuant to the provisions of the Direct Incentive Program. Any other modification to the terms or provisions of the Affordable Access – Commercial requirements set forth in this Agreement shall require the consent of the CRA and shall, in any event, meet the criteria set forth in the Direct Incentive Program.

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

5.4. Performance Audit. Prior to receiving any annual allotment of incentive grant funds, Developer shall provide written audited verification, at its sole cost and expense, satisfactory to the CRA in its sole discretion, of compliance in all material respects by the Developer with all agreed upon Affordable Access performance standards set forth in this Agreement.

5.4.1. This performance audit shall be conducted by an independent Certified Public Accountant (CPA), selected and paid for by the Developer with the reasonable approval of the CRA.

5.4.2. With respect to the Affordable Access – Residential component of the Program, the CPA must examine the qualifying income data for every purchaser identified as a qualifying purchaser pursuant to the Affordable Access -Residential requirements and must certify, in writing, the eligibility of all such qualifying Purchasers under the Program. The written opinion must include verification of the number of condominium units which are owned by qualified purchasers.

5.4.3. With respect to the Affordable Access – Commercial element of the Direct Incentive Program, the CPA must certify, in a written opinion, the amount of commercially leased square footage that qualifies pursuant to the Affordable Access – Commercial requirements of this Agreement.

5.4.4. The examinations and opinions required under this Section must be conducted in accordance with generally accepted accounting standards established by the American Institute of Certified Public Accountants.

5.4.5. The audits required pursuant to this Section may be performed in conjunction with other auditing services.

5.4.6. Each annual performance audit must be submitted to the CRA no later than the last day of February for the preceding year. The CRA shall accept the audit or, should it make the determination that there are deficiencies with the audit and/or documentation for the audit, shall so notify the Developer in writing.

5.4.7. Disbursement of Direct Incentive Program Funds may only occur upon the CRA's acceptance of a properly documented and supported audit.

5.5. Inspection. Upon ten (10) business days prior written notice and at any time during normal business hours and as often as the CRA deems necessary, there shall be made available by the Developer to the CRA for examination, all of its records with respect to all matters covered by this Section. The CRA reserves the right to require copies of such records and/or to conduct an inspection of the Developer's records regarding performance measures at any time for any period covered by this Section of the Agreement, all at the CRA's cost and expense.

5.6. Non-Compliance. In any year in which the performance audit discloses that Developer is in non-compliance in any material respect with the Affordable Access requirements of this section, the Developer may be deemed in default and the CRA will be entitled to the remedies set forth in Section 8 below; provided, however, that at the option of the CRA the Direct Incentive Funding the Developer would otherwise be entitled to for the year in question may be reduced as follows:

5.6.1. The funds the Developer would otherwise be entitled to may be reduced by an amount corresponding to the percentage of non-compliance with the Affordable Access-Residential requirements of this Agreement plus the percentage of

non-compliance with the Affordable Access-Commercial requirements of this Agreement.

5.6.2. Exceeding the agreed upon requirements of either of the Affordable Access components in any given subject year shall not entitle the Developer to additional funding under this Agreement or to a credit or set-off against any reduction in funds due to failure to meet the other Affordable Access requirements hereunder.

Section 6. Direct Incentive Funding. The direct incentive funding provided for under this Agreement is granted to the Developer for the purpose of offsetting, in part, the Developer's cost of constructing the public area and all other public improvements and/or programs within the Project.

6.1. Direct Incentive Funding Formula and Term. The CRA hereby agrees to direct fund, that is, to pledge and assign to Developer for a period of ten (10) consecutive years, as provided herein, an annual amount which equals the Pledged Project Increment Revenues less any amounts deducted pursuant to the terms of Section 5 above due to the failure of the Developer to comply with the Affordable Access Requirements of this Agreement.

6.2. Commencement and Conditions of Funding. The ten (10) year term for the receipt of incentive funding shall commence in the year that the following conditions are met:

- A. The Project is Substantially Complete;
- B. The completed improvements of the Project have been placed on the Tax Roll;
- C. The CRA has determined that the Project complies with the commitments set forth in the Application (Exhibit "A"), as those commitments may have been subsequently amended with the consent of the CRA, and that the Project otherwise complies with all of the terms and provisions of this Agreement; and
- D. The CRA has received Project Increment Revenues from such improvements.

6.3. Disbursement of Funds. Except as otherwise provided herein, The Pledged Project Increment Revenues shall be unconditionally disbursed to the Developer by April 1 of the year following the corresponding ad valorem tax year or within thirty (30) days after the CRA's acceptance of the annual audit provided for in Section 5.4 above, whichever date is later.

6.4. No Pledge of Pledged Project Increment Revenues. The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the CRA and agrees that such revenues shall not be assigned, pledged, hypothecated or secured by the CRA for the period covered by term of this Agreement.

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

Section 7. Associations. Upon completion of the improvements of the Project and prior to the issuance of final certificates of occupancy by the City, the Developer shall create one or more property and/or condominium associations to provide for the ongoing management of the Project and the maintenance of the common elements and the Public Areas. The Declaration or Declarations of Covenants for such association(s) shall be approved by the CRA, which approval shall not be unreasonably withheld or delayed or conditioned. Such documents, which shall be recorded, shall contain restrictive covenants regarding the Public Parking and other Public Areas, which shall include, at least, the following terms:

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

7.1.1. There shall exist 111 "first come-first served" free parking spaces open to the general public as shown on the Site Plan for the commercial component of the Project. At such time as Developer has finalized its plans for the parking facilities, the Developer shall provide the CRA with a drawing showing the location of the Public Parking spaces, which drawing shall be attached to and incorporated into this Agreement as Exhibit "D".

7.1.2. Signage for parking shall meet the requirements of the City Code and shall be located prominently on the exterior and interior of the parking facility to identify the Public Parking.

7.1.3. The Public Parking shall be free to the public during the term of this Agreement, and after term the Developer shall have the right to charge such fees as will allow the Developer to recover all its direct operating expenses for the parking spaces, as well as reasonable amounts for a reserve for replacement and/or capital repairs and for depreciation.

7.1.4. The Developer shall have the right to control public access or otherwise secure the garage between the hours of 12:30 a.m. and 6:30 a.m. daily and shall have the right to adopt reasonable rules and regulations for the operation and security of the garage.

7.1.5. The Public Parking restrictive covenants shall be included within the Property Owners Association Declaration of Covenants and shall remain in effect for

the life of the Property Owners Association notwithstanding any foreclosure of the project by any lender owning a mortgage encumbering the Property.

7.1.6. The Public Parking restrictive covenant shall be recorded in the Public Records of Palm Beach County, Florida and shall be superior to all after-imposed liens and encumbrances, including, without limitation, any mortgages on the Property, except any liens and/or encumbrances that are given priority as a matter of law, and shall be recorded in the Public Records of Palm Beach County, Florida.

7.1.7. In the event that prior to commencing funding by the CRA under this Agreement, this Agreement is terminated for any reason, this restrictive covenant shall be deemed terminated, which shall be evidenced by recordation of an affidavit of the Developer in the Public Records that such termination has taken place. CRA agrees to execute such documents or instruments as may be reasonably necessary or desirable to effect such termination of record.

7.2. Other Public Area Restrictive Covenants. The restrictive covenants governing the other Public Areas shall contain the following:

7.2.1. The pedestrian walkways, performance square, park improvements and plazas (the "Public Amenities") as shown on Exhibits "C" and "D" shall be accessible to the general public as provided herein.

7.2.2. The Developer shall have the right to control public access or otherwise secure the Public Areas between the hours of 12:30 a.m. and 6:30 a.m. daily, and shall have the right to adopt reasonable rules and regulations for the operation and security of such areas.

7.2.3. The Public Areas restrictive covenant shall be included within the Property Owner's Association Declaration of Covenants and shall remain in effect for the life of the Property Owner's Association but in no event for less than the 30-year term of the Project notwithstanding any foreclosure of the project by any lender owning a mortgage encumbering the Property.

7.2.4. The Public Areas restrictive covenant shall be recorded in the Public Records of Palm Beach County, Florida and shall be superior to all after-imposed liens and encumbrances, including, without limitation, any mortgages on the property, except any liens and/or encumbrances that are given priority as a matter of law, and shall be recorded in the Public Records of Palm Beach County, Florida.

7.2.5. In the event that prior to commencing funding by the CRA under this Agreement, this Agreement is terminated for any reason, then this restrictive covenant shall be deemed terminated, which shall be evidenced by recordation of an affidavit of the Developer in the Public Records that such termination has taken

place. CRA agrees to execute such documents or instruments as may be reasonably necessary or desirable to effect such termination of record.

Section 8. Events of Default, Remedies and Termination.

8.1. Default. Upon the occurrence of any one or more of the following events, all obligations of the CRA to disburse further funds under this Agreement shall terminate at the option of the CRA. Notwithstanding the preceding sentence, CRA may at its option continue to make payments or portions of payments after the occurrence of one or more of such events without waiving the right to exercise such remedies and without incurring liability for further payment. The CRA may at its option terminate this Agreement and any and all funding under this Agreement upon occurrence of any one or more of the following:

8.1.1. Any representation by the Developer in or in connection with this Agreement or the Direct Incentive Program Application is inaccurate or incomplete or false in any material respect.

8.1.2. The vacating, abandoning, or closing of the Developer's business.

8.1.3. The failure of the Developer to observe or perform any of the terms, covenants, conditions, obligations, or provisions of this Agreement in any material respect to be observed or performed by the Developer or such failure continues for a period of thirty (30) days after written notice thereof from the CRA to the Developer provided, however, that if the nature of Developer's default is such that more than thirty (30) days are reasonably required for its cure, then Developer shall not be deemed to be in default if Developer commenced such cure within said 30-day period and thereafter diligently pursues such cure to completion.

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

8.1.5. The filing by or against Developer of a petition to have the Developer adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against the Developer, the same is dismissed within sixty (60) days;

8.1.6. Appointment of a trustee or receiver to take possession of substantially all of Developer's assets, where possession is not restored to Developer within sixty (60) days; or

8.1.7. The attachment, execution or other judicial seizure of substantially all of Developer's assets where such seizure is not discharged within thirty (30) days.

8.2. Remedies. Upon the occurrence of any one or more of the foregoing events, CRA may, at its option, give notice in writing to the Developer to cure its failure of

performance if such failure may be cured. Upon the failure of Developer to cure, CRA may exercise any one or more of the following remedies:

8.2.1. Terminate this Agreement upon not less than fifteen (15) days notice, by certified letter to the Developer at the address specified in Section 9.4 of this Agreement, such notice to take effect when delivered to the Developer.

8.2.2. Commence a legal action for the judicial enforcement of this Agreement and for any and all damages occasioned by the Developer's breach of this Agreement including, but not limited to, repayment of funds disbursed to the Developer as a result of fraud or material misrepresentation.

8.2.3. Withhold the disbursement of any payment or any portion of a payment.

8.2.4. Take any other remedial actions that may otherwise be available under law.

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

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

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

their respective successors and assigns. The Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of the Agreement and the restrictive covenants.

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

8.7. Termination. The obligations of Developer and CRA shall terminate upon the earlier of (i) expiration of the Project Increment Revenues payments to Developer as provided in Section 6 above as a result of the expiration of the agreed upon payment periods; or (ii) failure by the Developer to commence construction of the Project on or before Construction Commencement date set forth in Section 4 above, unless extended as provided therein.

Section 9. General Conditions.

9.1. CRA's Maintenance of Records and Annual Account Funding. Commencing with the Effective Date, the CRA shall maintain and administer separate financial records which reflect terms of this Agreement. Such records shall clearly document for the benefit of the CRA and the Developer, the Base Year amount and the annual revenue collected by the CRA attributable to the Project and the annual amounts owing and paid under this Agreement.

9.2. Successors and Assigns. The CRA and Developer each binds itself and its successors, executors, administrators and assigns to the other party and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Prior to Substantial Completion of the Project, this Agreement may not be assigned by the Developer without the prior written consent of the CRA. After Substantial Completion this Agreement may be assigned by the Developer; provided, however, that any assignee thereto shall specifically assume all of the obligations of the Developer under this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer. In the event that the CRA determines that the Developer is in violation of this paragraph, the CRA shall have the right to terminate this Agreement and to seek repayment of the funds paid by the CRA to the Developer.

Notwithstanding anything to the contrary contained in this Section 9.2:

(a) Prior to the issuance of the Certificate of Occupancy, Developer may assign this Agreement to an affiliate of Developer with the consent of CRA, such consent not to be unreasonably withheld, delayed or conditioned. Such assignment shall relieve the Developer of its obligations and/or duties as set forth herein only if the assignee shall assume such duties and/or obligations;

(b) After the issuance of the Certificate of Occupancy, Developer may assign this Agreement without the consent of but with at least 10 days written notice to CRA. Such assignment shall relieve Developer of its obligations and/or duties as set forth herein only if the assignee shall assume such duties and/or obligations;

(c) At any time during the term hereof, Developer or its assignee may pledge the expected proceeds pursuant to this Agreement to an institutional lender as collateral for a loan or other obligation without the consent of, but with at least 10 days written notice to, the CRA, so long as such pledge does not interfere with or affect the CRA's rights under this Agreement. In the alternative, Developer or its assignee may pledge the expected proceeds pursuant to this Agreement to a non-institutional lender as collateral for a loan or other obligation subject to the consent of the CRA, such consent not to be unreasonably withheld. In either event, such pledge to an institutional or non-institutional lender shall be subject to the conditions that it (1) shall not relieve Developer or its assignee (if this Agreement has in fact been assigned) of its obligations hereunder; (2) shall not interfere with or affect the CRA's right under this Agreement; and (3) shall be subject to all terms and conditions of this Agreement.

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

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

9.5. Notices and other Communications. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other (or any recognized mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project, each such notice, demand, request, consent, approval or other communication (referred to in this Section 9.4 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by (i) certified or registered United States Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

If to Developer: **Boynton Waterways Investment Associates, LLC**
c/o Panther Real Estate Partners
155 South Miami Avenue, Penthouse 2A
Miami, Florida 33130
Attention: Jeff Krinsky

With Copies to: **Marc Seltzer, Esquire**
155 South Miami Avenue
Penthouse 2A
Miami, Florida 33130

If to CRA: **Boynton Beach Community Redevelopment Agency**
693 East Ocean Avenue, Suite 107
Boynton Beach, Florida 33435

With a copy to: **Kenneth G. Spillias, Esq.**
Lewis, Longman & Walker, P.A.
1700 Palm Beach Lakes Boulevard, Suite 1000
West Palm Beach, Florida 33401

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

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

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

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

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

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

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

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

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

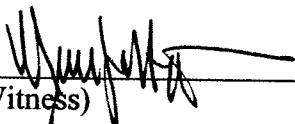
9.13. Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the CRA and the Developer (or in any representative capacity) as applicable, has full right and lawful authority to execute this Agreement and to bind and obligate the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

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

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

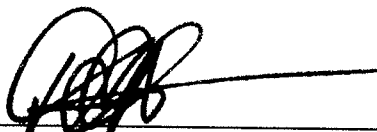
BOYNTON WATERWAYS INVESTMENT
ASSOCIATES, LLC., a Florida limited liability
company

By: Its Managing Member,
Panther Boynton, LLC, a Florida limited
liability company


(Witness)

By: Its Manger


(Witness)


Daniel Sirlin

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

Nicole Monet
NICOLE MONET

(Witness)

Susan Vielhauer

SUSAN VIELHAUER
(Witness)

By: James Houston, Chair
Name

STATE OF FLORIDA :

SS:

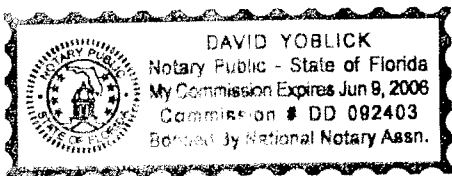
COUNTY OF MIAMI DADE :

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Daniel Srdin as Manager of PANTHER BOYNTON, LLC Managing Member of BOYNTON WATERWAYS INVESTMENT ASSOCIATES, LLC., and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of BOYNTON WATERWAYS INVESTMENT ASSOCIATES, LLC., for the use and purposes mentioned herein and that the instrument is the act and deed of BOYNTON WATERWAYS INVESTMENTS ASSOCIATES, 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 15th day of April, 2005.

My Commission Expires:

David Yoblick
Notary Public, State of Florida at Large




STATE OF FLORIDA :
COUNTY OF PALM BEACH : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Joanne Heavilin as 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 25th day of April, 2005.

My Commission Expires: 8/1/2007 Susan Viethauer
Notary Public, State of Florida at Large

I:\Client Documents\Boynton Beach CRA\2419-006\DOCUMENTS\Final Direct Incentive Funding Agreement 4-1-05.doc

 Susan Viethauer
My Commission DD216603
Expires August 1, 2007



LEWIS, LONGMAN & WALKER, PA
ATTORNEYS AT LAW

*Dear,
for your
request.*

Ken

Jacksonville Office
9428 Baymeadows Road
Suite 625
Jacksonville, Florida 32256
(904) 737-2090 • Fax (904) 737-3221

Tallahassee Office
Post Office Box 10780 (32302)
125 South Gadsden Street • Suite 300
Tallahassee, Florida 32301
(850) 222-5702 • Fax (850) 224-9242

West Palm Beach Office
1700 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, Florida 33401
(561) 641-0820 • Fax (561) 641-8292

www.lhw-law.com

HELPING SHAPE FLORIDA'S FUTURE*

12

100

FedEx US Airbill
Express

FedEx
Tracking
Number

8525 2731 0708

0215

NO POUCH NEEDED.
See back for peel and stick application instructions.

1 From Please print and press hard.

Date 8/1/05 Sender's FedEx Account Number 1768-2109-4

Sender's Name Ken Spillias, Esq. Phone (561) 640-0820

Company LEWIS LONGMAN & WALKER

Address 1700 PALM BEACH LAKES BLVD

City WEST PALM BEACH State FL ZIP 33401-2012

2 Your Internal Billing Reference
First 24 characters will appear on invoice. 2419-006 Boynton Beach CRA

3 To
Recipient's Name Lisa Bright Phone (561) 737.3256

Company Boynton Beach CRA

Recipient's Address 639 E. Ocean Avenue

Address Ste. 103

City Boynton Beach State FL ZIP 33435

4a Express Package Service

FedEx Priority Overnight Next business morning* FedEx Standard Overnight Next business afternoon* FedEx 2Day Second business day* FedEx Express Saver Third business day*
FedEx Envelope rate not available. Minimum charge: One-pound rate.

4b Express Freight Service

FedEx 1Day Freight* Next business day** FedEx 2Day Freight Second business day**

* Call for Confirmation.

5 Packaging

FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak FedEx Box FedEx Tube

6 Special Handling

SATURDAY Delivery Available ONLY for FedEx Priority Overnight, FedEx 2Day, FedEx 1Day Freight, and FedEx 2Day Freight to select ZIP codes. HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight. HO at F Avz FedE FeOT

Does this shipment contain dangerous goods? One box must be checked. No Yes As per attached Shipper's Declaration Yes Shipper's Declaration not required. Dry Ice Dry Ice, 3, UN 1845 Cargo. Dangerous goods (including Dry Ice) cannot be shipped in FedEx packaging.

7 Payment Bill to:

Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card

FedEx Acct. No.
Credit Card No.

Total Packages _____ Total Weight _____ Total Declared Value* \$ _____ .00

*Our liability is limited to \$100 unless you declare a higher value. See back for details.

8 Sign to Authorize Delivery Without a Signature

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

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0311415551

Exhibit "A"

Direct Incentive Application

FIRST AMENDMENT TO DIRECT INCENTIVE FUNDING AGREEMENT

FIRST AMENDMENT TO DIRECT INCENTIVE FUNDING AGREEMENT (hereinafter "Amendment") is dated as of this 24th day of April, 2008, by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes (hereinafter "CRA"), with a business address of 915 South Federal Highway, Boynton Beach, Florida 33435; and BOYNTON WATERWAYS INVESTMENTS ASSOCIATES, LLC, a Florida limited liability company (hereinafter referred to as the "Developer" or "Boynton Waterways"), with a business address of 155 South Miami Avenue, Penthouse 2A, Miami, Florida 33310.

RECITALS

WHEREAS, CRA and Developer entered into that certain Direct Incentive Funding Agreement with an effective date of April 25, 2005 (the "Agreement") concerning direct incentive funding for the project known as the Promenade; and

WHEREAS, CRA and Developer originally modified certain terms of the Agreement in a First Amendment to Direct Incentive Agreement effective January 9, 2007, on the terms set forth herein as shown in underline and strike-through format, and

WHEREAS, the original Amendment was misplaced; and

WHEREAS, CRA and Developer desire to execute this Amendment to replace the misplaced Amendment;

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

Section 1. Recitals. The foregoing recitals are true and correct at the time of the execution of this Amendment and are incorporated herein.

Section 2. Commencement of Construction. Section 4.1 of the Agreement is hereby amended to provide as follows: Developer shall apply for a building permit with the City no later than ~~twelve (12) 180 days months~~ from the date of the expiration of the extension previously granted by the CRA Board (July 20, 2006). Thus, the new date for Developer to apply for a building permit with the City and pay for all necessary building permit application fees shall be January 16, 2007. ~~original approval of the Site Plan by the City Commission, i.e., no later than twelve (12) months from July 20, 2004. The Developer shall have the right to extend the Commencement Date by up to twelve (12) months on a showing by Developer to the CRA that the Developer has diligently pursued either applying for a building permit, or construction start, that any delay is beyond the control of the Developer and that the Developer continues to hold a valid and current building permit for the project issued by the City.~~ Developer's rights to receive the benefits of this Agreement are further subject to the following provisions: (sections 4.1.1 and 4.1.2 remain the same).

Section 3. Affordable Access Units. Sections 5.1.1., 5.1.2., 5.1.3., 5.1.4., and 5.1.5., of the Agreement are hereby deleted in their entirety. New Section 5.1 shall hereby read as follows:

5.1 Affordable Access - Residential. Pursuant to mutual agreement reached by Developer and CRA at the CRA Board meeting of November 14, 2006, Developer shall not be required to provide Affordable Access - Residential units. Accordingly, Developer's right under the Agreement to receive 49 percent of the Project Increment Revenues received by the CRA shall be reduced to 47.5 percent as set forth within the revised definition of "Pledged Project Increment Revenues."

Section 4. Pledged Project Increment Revenues. The definition of "Pledged Project Increment Revenues" is hereby amended to provide as follows: "Pledged Project Increment Revenues" means 49 47.5% of the Project Increment Revenues received by the CRA.


Section 5. Ratification of Agreement. The Agreement is hereby ratified by Purchaser and Seller, and, except as amended herein, shall continue in full force and effect in accordance with its original provisions. This Amendment is part of the Agreement; provided however that in the event that there are any inconsistencies between the terms and provisions of this Amendment and the remaining portions of the Agreement, the terms and provisions of this Amendment shall govern, control and prevail.

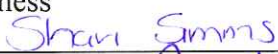
Section 6. Entire Agreement. The Agreement as amended by this Amendment embodies the complete agreement between the parties with respect to the subject matter hereof. This Amendment may not be amended, supplemented or modified in whole or in part except by an instrument in writing signed by the parties.

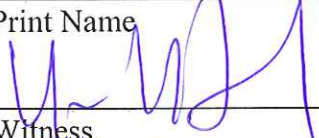
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

BOYNTON WATERWAYS INVESTMENT
ASSOCIATES, LLC., a Florida limited liability
company

By: Its Managing Member, Panther Boynton, LLC
a Florida limited liability company




Witness


Print Name


Witness
YANA ROZENTAL

Print Name

By: Its Manager


Daniel Sirlin
5/6/08

Date:

SECOND AMENDMENT TO DIRECT INCENTIVE FUNDING AGREEMENT

THIS SECOND AMENDMENT TO DIRECT INCENTIVE FUNDING AGREEMENT (hereinafter "Second Amendment") is entered into as of this ^{24th} day April, 2008 by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes (hereinafter "CRA") with a business address of 915 South Federal Highway, Boynton Beach, Florida 33435; and BOYNTON WATERWAYS INVESTMENT ASSOCIATES, LLC, a Florida limited liability company (hereinafter referred to as the "Developer") or "Boynton Waterways", with a business address of 155 South Miami Avenue, Penthouse 2A, Miami, Florida 33310.

RECITALS

WHEREAS, CRA and Developer entered into that certain Direct Incentive Funding Agreement, with an effective date of April 25, 2005, as modified by that certain First Amendment to Direct Incentive Funding Agreement dated January 9th, 2007 (collectively, the "Agreement") concerning direct incentive funding for the project known as the Promenade; and

WHEREAS, CRA and Developer desire to modify certain terms of the Agreement on the terms set forth herein.

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

Section 1. Recitals. The foregoing recitals are true and correct at the time of the execution of this Second Amendment and are incorporated herein.

Section 2. Pledged Project Increment Revenue. Effective May 1, 2008, the Pledged Project Increment Revenue, as defined in the Agreement, due to the Developer in the first year of the ten (10) year term as set forth in Section 6 of the Agreement shall be reduced by an amount equal to the difference between the amount of rent paid by Boynton Waterways pursuant to that certain lease agreement between CRA (as "Landlord") and Boynton Waterways (as "Tenant") dated ^{May} April 1, 2008 (the "Sales Trailer Lease") subtracted from the actual amount of: (i) real estate taxes on the leased property; plus (ii) the insurance premiums paid by the CRA on the leased property from the Effective Date of the Sales Trailer Lease, that is April 1, 2008 until the Sales Trailer Lease is terminated. CRA shall file a reduction in the assessed value of the leased property and/or adjustment to the real estate tax valuation for the leased property for calendar year 2009 and for each year thereafter until the Sales Trailer Lease is terminated. CRA shall purchase only so much insurance as is commercially reasonable under the circumstances, giving due consideration to any insurance purchased by Tenant. No part of any general or umbrella policy of CRA shall be allocated to the leased property. Insurance shall be for areas of coverage that are commercially reasonable under the circumstances. The Landlord acknowledges that Landlord shall not insure the improvement of the sales trailer itself, this being the responsibility of the Tenant to obtain such coverage as Tenant believes is reasonable.

Section 3. Ratification of Agreement. The Agreement is hereby ratified by CRA and Developer, and except as amended herein, shall continue in full force and effect in accordance with its original provisions. This Amendment is part of the Agreement; provided however that in the event that there are any inconsistencies between the terms and provisions of this Amendment and the remaining portions of the Agreement, the terms and provisions of this Amendment shall govern, control and prevail.

Section 4. Entire Agreement. The Agreement as amended by this Second Amendment embodies the complete agreement between the parties with respect to the subject matter hereof. This Second Amendment may not be amended, supplemented or modified in whole in part except by an instrument in writing signed by the parties.

Section 5. No Default. CRA acknowledges and agrees that there are no defaults or breaches of the Agreement on the part of Developer and that as of the date hereof, no circumstances or state of facts exist which for any reason would give CRA the right to pursue any claims or any other recourse or remedy against Developer provided under the Agreement either at law or equity. As of the date hereof, CRA agrees, acknowledges and understands that Developer has performed all of its obligations under the Agreement, including but not limited to compliance with Section 4.1 as to application for building permits.

Section 6. Amendment Paramount. In the event that any conflict between the terms of the Second Amendment and the terms of the Agreement exist, the terms of the Second Amendment shall control. Except as amended and modified herein, the remaining terms and provisions of the Agreement shall remain in full force and effect and are affirmed as originally set forth therein.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

BOYNTON WATERWAYS INVESTMENT ASSOCIATES, LLC, a Florida limited liability company

Witness: Shari Simms
Print name: Shari Simms

Witness: [Signature]
Print name: YANA ROZENTAL

By: **PANTHER BOYNTON, LLC**, a Florida limited liability company, as managing member

[Signature]
Daniel Sirlin, member
Date: 4/24/08

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Witness: [Signature]
Print name: Vivian C. Brads

Witness: [Signature]
Print name: LISA A. Bright

By: [Signature]
Chairperson
Date: 4/24/08

STATE OF FLORIDA :
COUNTY OF Miami-Dade PALM BEACH : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Daniel Sirlin as Member of BOYNTON WATERWAYS INVESTMENT ASSOCIATES, LLC, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of BOYNTON WATERWAYS INVESTMENT ASSOCIATES, LLC, for the use and purposes mentioned herein and that the instrument is the act and deed of BOYNTON WATERWAYS INVESTMENT ASSOCIATES, 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 6th day of May, 2008.

Jerryann Mills
Notary Public, State of Florida at Large

My commission expires:



STATE OF FLORIDA :
COUNTY OF PALM BEACH : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Jeroy Taylor as Chairman of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of BOYNTON BEACH REDEVELOPMENT AGENCY, for the use and purposes mentioned herein and that the instrument is the act and deed of BOYNTON BEACH 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 8 day of May, 2008.

Susan E. Harris
Notary Public, State of Florida at Large

My commission expires:



THIRD AMENDMENT
DIRECT INCENTIVE FUNDING AGREEMENT

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, (hereinafter “CRA”) and BOYNTON WATERWAYS INVESTMENT ASSOCIATES, LLC (hereinafter “DEVELOPER”), enter into this Third Amendment of their Direct Incentive Agreement (“DIFA”) as follows;

WHEREAS, on April 25, 2005, the CRA and Developer entered into a DIFA (twice amendment) which provides for the payment of project incentive revenues by the CRA to the DEVELOPER; and

WHEREAS, the Direct Incentive Funding Agreement (hereinafter (“DIFA”) required DEVELOPER to provide, by recorded restrict covenants, public parking and public access; and

WHEREAS, the DIFA Agreement and public parking and public access of the CRA contemplated the continuous operation of the property as a condominium for term of the DIFA Agreement; and

WHEREAS, the required restrictive covenants were contained the Declaration of the Promenade Condominium recorded on April 24, 2010 commencing at Page 1695, Book 23811 of the public records of Palm Beach County, Florida; and

WHEREAS, the parties intend by this Amendment to provide for termination of the DIFA and the payment obligations of the CRA in the event of the termination or conversion of the Promenade Condominium..

NOW THEREFORE, the parties agree as follows:

1. The WHEREAS clause are true and correct.
2. Section 8.7 of the DIFA is amended to read as follows:

8.7. Termination. The obligations of DEVELOPER and the CRA shall terminate upon the earlier of (i) expiration of the project increment revenue payments to DEVELOPER as provided in Section 6 above as a result of the expiration of the agreed upon payment period; or (ii) failure by the DEVELOPER to commence construction of the project on or before Construction Commencement date set forth in Section 4 above, unless extended as provided therein; or (iii) at the option of the CRA, following the termination of the Promenade Condominium.

A copy of this Amendment of the Direct Incentive Funding Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Print Name: Jose Rodriguez
Title: Chairman - CRA
Witnesses: Seac E. George
Theresa Altoback

DEVELOPER

By: _____
Print Name: PRYSE R. ELAM
Title: _____
Witnesses: Angela Bagl -
[Signature]

Boynnton Waterways Investment Assoc. LLC
By: New Boston Promenade Limited Liability Company, a member
By: New Boston Promenade Limited Liability Company, its Sole Member
By: New Boston Fund IV, Inc. its sole General Partner
By: [Signature]
PRYSE R. ELAM duly authorized



CRA BOARD MEETING OF: March 13, 2013

Consent Agenda	Old Business	X	New Business	Legal	Executive Director's Report
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SUBJECT: Consideration of Performance Audit and DIFA Payment Release to PRH Boynton Beach, LLC for the Property known as Casa Costa, formerly The Promenade

SUMMARY:

The CRA entered into a Direct Incentive Funding Agreement ("Agreement") with Boynton Waterways Investment Associates on April 25, 2005 for the property known as The Promenade (Attachment 1 - original agreement and three subsequent amendments attached). Two payments have been made under the Agreement: August 1, 2011 - \$128,359 and \$409,237 on April 23, 2012.

The property was purchased by PRH Boynton Beach, LLC. Attachment 2 is the Certificate of Title dated December 13, 2012.

On February 28, 2013, the CRA received the required Performance Audit (Attachment 3) as required in Section 5.4 of the Agreement, from PRH Boynton, LLC. The Performance Audit is in compliance with the Agreement. Section 6.3 "Disbursement of Funds" states payment will be released "...after the CRA's acceptance of the annual audit provided for in Section 5.4...." The payment due of \$399,345 (Attachment 4) is budgeted in FY 2012-2013 and is the third payment of a total of ten consecutive payments (Section 6.1 of the Agreement).

FISCAL IMPACT: \$399,345.00 – Project Fund, Line Item: 02-58400-443

CRA PLAN, PROGRAM OR PROJECT: Federal Highway Corridor Community Redevelopment Plan

RECOMMENDATIONS/OPTIONS: Accept the Performance Audit and approve the DIFA payment of \$399,345.00 to PRH Boynton Beach, LLC.

A handwritten signature in blue ink, appearing to read "Vivian Brooks".

Vivian Brooks
Executive Director

ATTACHMENT 2
CERTIFICATE OF TITLE



6020

CFN 20120515751
QR BK 25679 PG 1132
RECORDED 12/27/2012 17:24:32
Palm Beach County, Florida
AMT 2,131,800.00
Doc Stamp 14,922.60
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1132 - 1135; (4pgs)

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO. 50-2012-CA-8129
DIVISION: AE

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

BOYNTON WATERWAYS INVESTMENT
ASSOCIATES, LLC, a Florida limited
liability company; PROMENADE
(BOYNTON BEACH) CONDOMINIUM
ASSOCIATION, INC., Florida not for profit
corporation.

Defendants.

FILED
2012 DEC 27 PM 12:02
ALM STATION COUNTY FL
CIRCUIT CIVIL 1

CERTIFICATE OF TITLE

I, SHARON R. BOCK, Clerk of the above-entitled Court, do hereby certify that I
executed and filed a Certificate of Sale in this action on DECEMBER 13, 2012
for the Property described herein and that no objections to the sale have been filed within the
time allowed for filing objections. The property in Palm Beach County, Florida described in
the attached Exhibit A together with all existing or subsequently erected or affixed buildings,
improvements, and fixtures (the "Property") was sold to PRH Boynton Beach, LLC, a Florida
limited liability company, whose address is c/o PRH Investments, LLC, 315 S. Biscayne
Boulevard, Miami, Florida 33131.

Witness my hand and seal of this Court on DECEMBER 27, 2012.

SHARON R. BOCK
Clerk of Circuit Court



By: Veronica Mitchell
Deputy Clerk VERONICA MITCHELL

00:00:00
00:00:00

✓

SERVICE LIST

Attorney for Plaintiff, PRH Boynton Beach, LLC

C. Cory Mauro, Esquire
Florida Bar No. 384739
AKERMAN SENTERFITT
222 Lakewood Avenue
Fourth Floor
West Palm Beach, FL 33401
561/653-5000
561/659-6313 (fax)

Primary cory.mauro@akerman.com
william.sklar@akerman.com
ken.frazer@akerman.com
Secondary martha.kroesen@akerman.com

Attorney for Wells Fargo Bank

Peter P. Hargitai, Esquire
50 North Laura Street
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Jacksonville, FL 32202
Email: phargita@hklaw.com

Attorney for Boynton Waterways Investment Associates, LLC

Allen M. Levine, Esquire
3111 Stirling Road
Fort Lauderdale, FL 33312
Email: alevine@becker-poliakoff.com

Promenade (Boynton Beach) Condominium Association, Inc.

c/o CT Corporation Systems
1200 South Pine Island Road
Plantation, FL 33324

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

A parcel of land being a portion of Lots 24 and 25 of DEWEY'S SUBDIVISION, City of Boynton Beach, recorded in Plat Book 1, page 37, public records of Palm Beach County, Florida, said land being more particularly described as follows:

Commencing at the Southeast corner of Lot 25, of the above mentioned plat DEWEY'S SUBDIVISION; thence with a bearing of North 01°08'50" West along the East line of Lot 25, a distance of 45.01 feet to the North right of way line of Boynton Beach Boulevard and the Point of Beginning; thence with a bearing of North 89°50'17" West along the North right of way line of Boynton Beach Boulevard, said line lying 45.00 feet North of the South line of Lot 25, a distance of 291.45 feet to a point; thence with a bearing of North 00°59'45" West along the East right of way line of Federal Highway, a distance of 596.97 feet to a point on the North line of Lot 24; thence with a bearing of South 89°46'04" East along the North line of Lot 24, a distance of 281.58 feet to a point; thence with a bearing of South 01°08'50" East along a line 8.00 feet West of the East line of Lot 24, 98.03 feet to a point; thence South 89°46'04" East, a distance of 8.00 feet to a point on the East line of Lot 24; thence with a bearing of South 01°08'50" East along the East line of Lots 24 and 25, a distance of 498.62 feet to the Point of Beginning.

AND

A parcel of land being a portion of Lot 24 of DEWEY'S SUBDIVISION, CITY OF BOYNTON BEACH, according to the plat thereof, as recorded in Plat Book 1, page 37 of the public records of Palm Beach County, Florida, said parcel being described as follows:

Begin at the Northeast corner of Lot 24, thence on an assumed bearing of South 01°08'50" East along the East line of said Lot 24, a distance of 98.03 feet; thence North 89°46'04" West, a distance of 8.00 feet to a point on a line being 8.00 feet West of and parallel with said East line of Lot 24; thence North 01°08'50" West along said parallel line, a distance of 98.03 feet to a point on the North line of said Lot 24; thence South 89°46'04" East along the North line a distance of 8.00 feet to the Point of Beginning.

NOW KNOWN AS:

All of the plat of Promenade Place, according to the plat thereof, as recorded in Plat Book 112, pages 83 and 84, as amended by Surveyor's Affidavit recorded March 3, 2010 in Official Records Book 23722, page 475 of the public records of Palm Beach County, Florida.

THE ABOVE IS NOW FURTHER KNOWN AS:

All of the Promenade Condominium, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 23811, page 1695, of the public records of Palm Beach County, Florida.

{25542755;1}

LESS AND EXCEPT THE FOLLOWING UNITS:

NORTH TOWER:

Unit PH08-N	Unit 501-N	Unit 511-N	Unit 615-N	Unit 715-N
Unit PH09-N	Unit 502-N	Unit 602-N	Unit 701-N	Unit 804-N
Unit PH11-N	Unit 503-N	Unit 604-N	Unit 704-N	Unit 808-N
Unit PH12-N	Unit 509-N	Unit 610-N	Unit 708-N	Unit 815-N
Unit TH304-N	Unit 510-N	Unit 614-N	Unit 710-N	Unit 901-N
Unit 903-N	Unit 1004-N	Unit 1015-N	Unit 1112-N	Unit 1212-N
Unit 904-N	Unit 1005-N	Unit 1101-N	Unit 1114-N	Unit 1213-N
Unit 906-N	Unit 1006-N	Unit 1102-N	Unit 1201-N	Unit 1215-N
Unit 907-N	Unit 1008-N	Unit 1105-N	Unit 1202-N	Unit 1407-N
Unit 909-N	Unit 1009-N	Unit 1106-N	Unit 1203-N	Unit 1408-N
Unit 910-N	Unit 1010-N	Unit 1107-N	Unit 1205-N	Unit 1410-N
Unit 911-N	Unit 1011-N	Unit 1109-N	Unit 1206-N	Unit 1412-N
Unit 913-N	Unit 1012-N	Unit 1110-N	Unit 1209-N	Unit 1414-N
Unit 1001-N	Unit 1014-N	Unit 1111-N	Unit 1210-N	

SOUTH TOWER:

Unit PH12-S
Unit 1008-S
Unit 1407-S

all of the Promenade Condominium Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 23811, page 1695, of the public records of Palm Beach County, Florida.

{25542755;1}



[Previous on List](#)
 [Next on List](#)
 [Return To List](#)

No Events
 No Name History

Detail by Entity Name

Florida Limited Liability Company

PRH BOYNTON BEACH MANAGER, LLC

**This detail screen does not contain information about the 2013 Annual Report.
 Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.**

Search Now

Filing Information

Document Number L13000029254
FEI/EIN Number NONE
Date Filed 02/26/2013
State FL
Status ACTIVE

Principal Address

315 S. BISCAYNE BLVD.
 4TH FLOOR
 MIAMI FL 33131

Mailing Address

315 S. BISCAYNE BLVD.
 4TH FLOOR
 MIAMI FL 33131

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC
 11380 PROSPERITY FARMS ROAD
 #221-E
 PALM BEACH GARDENS FL 33410 US

Manager/Member Detail

Name & Address

NONE

Annual Reports

No Annual Reports Filed

Document Images



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Events **No Name History**

Detail by Entity Name

Trademark

THE RELATED GROUP

Filing Information

Document Number T07000000171
Date Filed 02/05/2007
Expiration Date 02/05/2017
Last Event RENEWAL
Event Date Filed 12/12/2011
Event Effective Date NONE
First Used in Florida 05/23/2006
First Used Anywhere 05/23/2006
Status ACTIVE

Mark Used in Connection With
 RESIDENTIAL CONDOMINIUM DEVELOPMENT, SALES AND MANAGEMENT

Disclaimer For
 GROUP

Owners

Name & Address

THE RELATED GROUP
 315 S. BISCAYNE BOULEVARD
 MIAMI FL 33131

Type/Class

SM-0037 0000000000 0000000000 0000000000 0000000000
 0000000000 0000000000 0000000000 0000000000 0000000000
 0000000000 0000000000 0000000000 0000000000 0000000000
 0000000000 0000000000 0000000000 0000000000 0000000000

Cross Reference

No Cross Reference

Document Images

[12/12/2011 – Trademark/Renewal](#) View Image in PDF format

[12/12/2011 – CORAPTMONC](#) View image in PDF format



CRA BOARD MEETING OF: October 10, 2016

Consent Agenda	Old Business	X	New Business	Legal	Information Only
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AGENDA ITEM: XIV. G.

SUBJECT: Consideration of Casa Costa Direct Incentive Funding Agreement (DIFA), Assignment Request.

SUMMARY: The CRA entered into a Direct Incentive Funding Agreement (DIFA) ("Agreement") with Boynton Waterways Investment Associates on April 25, 2005 for the property known as The Promenade (Attachment I - original agreement and three subsequent amendments attached). Under this agreement, two (2) DIFA payments were made to Boynton Waterways Investment Associates totaling \$537,596.

The Promenade property was subsequently purchased by PRH Boynton Beach, LLC, in December of 2012 (see Attachment II - the Certificate of Title dated December 13, 2012) as well as assignment of the original DIFA agreement including all rights, privileges and obligations required to be performed in order to be eligible to receive the DIFA funding. Under this first assignment agreement, PRH Boynton Beach, LLC, four (4) DIFA payments were made to PRH Boynton Beach, LLC, totaling \$1,829,912 (see Attachment III for DIFA payment breakdown).

CRA staff received an email and letter from William Sklar, P.A. requesting CRA Board approval of the proposed assignment of the existing DIFA agreement from PRH Boynton Beach, LLC, to Andrew Podray and/or assigned subject to closing of the transaction between to two parties (see Attachment IV). The DIFA agreement funding term is a total of ten (10) payments or ten years to receive funds. As of the date of this meeting, six payments have been made totaling \$2,367,508 and there are four (4) years remaining under the agreement.

FISCAL IMPACT: None.

CRA PLAN, PROGRAM OR PROJECT: CRA Redevelopment Plan, Downtown Master Plan.

CRAAB RECOMMENDATION: Option 1) Approve the request for DIFA assignment from PRH Boynton Beach, LLC, to Andrew Podray and/or assigned.

CRA BOARD OPTIONS/MOTION:

- Option 1) Approve the request for DIFA assignment from PRH Boynton Beach, LLC, to Andrew Podray and/or assigned.
- Option 2) Do not approve the request for DIFA assignment from PRH Boynton Beach, LLC, to Andrew Podray and/or assigned.


Michael Simon, Assistant Director

Vote

The motion unanimously passed.

E. Consideration of moving the Nov. 8, 2016 CRA Board Meeting to Wed., Nov. 9, 2016. due to the National Election Day Schedule.

Motion

Vice Chair McCray moved to approve, Mr. Katz seconded the motion that unanimously passed.

F. Discussion of Legal Representation of the CRA Advisory Board (CRAAB).

Mr. Simon asked if legal attendance at the CRA Advisory Board meeting was desired, if it be available on an as-needed basis, or if the Board should ask the City Attorney to attend the CRA Advisory Board as it is a City Advisory Board. The City has legal representation at some of their meetings, but not all. The Planning and Development Board, Board of Adjustments and Appeals, and the Pension Board have counsel. Other Boards such as Arts Commission and Historic Preservation Board do not have counsel present. The CRA Advisory Board did not discuss the issue.

Mr. Casello commented they had discussed this afternoon that the Advisory Board recommendations come to the Board who has legal counsel. He did not think another legal level was needed and did not favor counsel being present as did Vice Chair McCray. Ms. Romelus suggested providing counsel on an as-needed basis, i.e. the CRA Consolidated Plan, when the Board so desired. She agreed with Mr. Casello, but thought it may be necessary in some instances. Mr. Katz did not feel the cost would be justified on a monthly basis.

Attorney Duhay clarified no motion was necessary. There was consensus unless specifically requested by the CRA Board or City Commission, that Legal Counsel is not needed at CRA Advisory Board meetings.

G. Consideration of Casa Costa DIFA Assignment.

Attorney Duhay explained the CRA received a request to have the Casa Costa rights and obligations under the Direct Incentive Funding Agreement (DIFA) transferred/assigned to another entity in its entirety. The current agreement requires Board approval because substantial completion, under the definitions in the DIFA, has not been completed. The only amendment she saw would be to make it explicitly clear that the assignee is taking on all of the obligations and understands it relieves the assignor of all its responsibilities and obligations pursuant to a provision in the DIFA. Mr. Katz asked if the CRA was legally obligated to transfer the DIFA and learned the assignment is within the Board's discretion,

and is not to be unreasonably withheld. If there is a reasonable basis within the Board's purview to deny it, they could.

Mr. Katz commented the language required efforts to be made to fill the retail to qualify for the DIFA on an annual basis and there was no language that said they must. He wanted to amend the contract to say you have to take on tenants and thought it was unacceptable in certain situations to give money away when the retail units are vacant. He wanted stronger language to fill vacant retail locations. Chair Grant commented the language indicates no tenant would be unreasonably dismissed.

William Sklar, Carlton Fields on behalf of the owner, PRH, advised the proposed assignee, Andrew Podray, was present. Mr. Sklar explained this item is in conjunction with 12 commercial units, three of which are occupied and it is intended the assignee assume all the obligations. He commented he would be happy to add language to make it as clear as can be that all the obligations under the DIFA as amended will be assumed and performed by Mr. Podray.

Mr. Casello commented there are 12 retail units and for the last six years, CRA made \$2.3 million in DIFA payments and only three of the 12 units are occupied. Mr. Sklar explained much of it was attributable to the sale of other units, not only the commercial space. When PRH purchased the residential units, there was turnover in the Association. There have been efforts made to lease the space and the leasing broker was also present. He could not attest to what was done or not done regarding the retail space, but there were three commercial tenants put in place and he had to defer to others regarding the efforts to fill up the other units.

Mr. Casello thought future DIFA agreements with other developers should not be transferred with the sale of the property. He thought each one should be undertaken on an individual basis with the new owner. He understood the CRA may be legally bound to make the transfer, but in the future, when offering millions in taxpayer money without results, the Board should renegotiate with the new buyer and did not think the DIFA should not be a selling point for the property. Chair Grant noted new development was not asking for the DIFA. Mr. Casello agreed but commented it should be done for those that ask for the DIFA.

Andrew Podray, 800 N. Road, founded a company named American Housing Enterprises. It is a real estate development firm that holds many types of assets such as multi-family, office, retail, industrial site acquisition and development of empty land. Mr. Podray explained he has unique expertise in filling plazas such as Casa Costa. He provided his expertise and development background, mostly with bank foreclosurers and empty properties. He anticipates, if the Board approved transferring the DIFA to him, he anticipated 40% to 50% occupancy rate within the first 18 months to two years, and after that, a 70% to 80% occupancy rate in about three years. He would accomplish this by docking the rents. He gets good deals on the property; he pays cash and closes quickly,

and passes the savings onto the tenants. Chair Grant asked if Mr. Podray was aware of the grant programs for new retail tenants and advised he was apprised of them.

Ms. Romelus ask if Mr. Podray was willing to put a timeline in the agreement and Mr. Podray responded to the best of his knowledge that is the timeline to lease up the property and it only benefits him to do so. He has no incentive to keep the development empty, and would start by removing the paper on the retail glass windows.

Vice Chair McCray asked Mr. Podray if he was in agreement with what was being proposed as the assignee in the agreement. Mr. Podray responded he was. Chair Grant understood he was referring to 40% filled and the eight retail units within three years. Mr. Podray explained based on his experience, it would not be overly difficult and he does not benefit if the units are empty.

Mr. Sklar explained this was conditioned on the sale and closing to Mr. Podray within the next 30 days. If not he would hopefully return with another buyer.

Motion

Vice Chair McCray moved to approve the DIFA as counsel had indicated would be drafted with stronger language which Mr. Podray had agreed too.

Attorney Duhy clarified Vice Chair McCray's motion was to approve the proposed assignment of the DIFA as drafted with the amendment Attorney Duhy had suggested acknowledging the transfer of all developers obligations and rights under paragraph 9.2 of the DIFA.

Mr. Katz seconded the motion that passed 4-1 (*Mr. Casello dissenting.*)

H. Consideration of ILA between the City of Boynton Beach and the CRA for the Neighborhood Officer Policing Program.

Mr. Simon explained this item is to approve the Interlocal Agreement (ILA) between the CRA and the City for the exchange and processing for the funding for the Neighborhood Officer Program. The budget was attached. The costs permitted by Statute were clearly delineated.

Vice Chair McCray explained he represents District II and a citizen asked where the Segways were as he did not see anyone using them. He understood they were in operation for one year, but he thought they needed more visibility on the streets, reaching more young people. He did not receive a definite return, but would support the program for another year.

Costa Center, LLC
800 North Road
Boynton Beach, Florida 33435

January 26th, 2018

Michael Simon
Executive Director
Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435

Hand Delivered

Re: Performance Audit for the year ending December 31, 2017

Dear Mr. Simon,

Enclosed is the Performance Audit for the year ending December 31st, 2017 as required by section 5.6 of the Direct Incentive Funding Agreement dated April 25th, 2005, as amended (the "Agreement"). Pursuant to section 6.3 of the Agreement, the Pledged Project Increment Revenues shall be disbursed to Costa Center, LLC by the latter of April 1st, 2018 or 30 days after the Boynton Beach Community Redevelopment Agency's acceptance of the Performance Audit.


Regards,



Andrew Podray
Authorized Member

Enclosure

Acknowledgement of Receipt of the Performance Audit:

By: 
Michael Simon, Executive Director

Date: January 26, 2018

COSTA CENTER, LLC

**INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON
PROCEDURES**

To the Members
Costa Center, LLC
Miami, Florida 33131

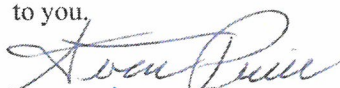
We have performed the procedures enumerated below, which were agreed to by the management of Costa Center, LLC solely to assist you in the submission of your performance audit to the Boynton Beach Community Redevelopment Agency ("CRA") pursuant to the Direct Incentive Funding Agreement dated April 25, 2005. This agreed upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We performed the following procedures in order to determine that you are offering 10% of the retail space (1,930 square feet) of your property (total retail square foot 19,300), Casa Costa, formerly known as The Promenade, at 400 N. Federal Highway, Boynton Beach, FL, at one-half (1/2) of the average rental rate of non-program space. As per correspondence dated February 9, 2011 provided to us from the CRA, this rate was determined to be no higher than \$12.50 per square foot based upon an analysis of comparable retail rentals in October 2010 and you have confirmed that you have no requirement to update this analysis for purposes of the Direct Incentive Funding Agreement.

1. We verified that Merin Hunter Codman, Inc., License number BO2019746 is a licensed real estate broker in the State of Florida by verifying the license on www.myfloridalicense.com (see Exhibit A).
2. We verified the contract and received representation from the managing member of Casa Costa that Merin Hunter Codman, Inc. was the exclusive broker for Casa Costa effective for the period November 21, 2016 through May 31, 2017.
3. We verified that Current Capital Realty, License number CQ1026113 is a licensed real estate broker in the State of Florida by verifying the license on www.myfloridalicense.com (see Exhibit B).
4. We received outside verification from Current Capital Realty that confirms:
 - a. Current Capital Realty is a Florida licensed real estate broker that has been retained as the exclusive broker for Casa Costa effective June 1, 2017 (see Exhibit C).
 - b. A minimum of 10% of the total 19,300 commercial square footage has been rented and or offered at the CRA's affordable access rate at the maximum rate of \$12.50 per square foot which is one-half of the average market rental rate.
5. We reviewed the executed lease for unit CU-1 with Florida International Consulting Engineers Design, Inc. for approximately 2,173 square feet at the initial base rent of \$12.50 per square foot and determined that this lease satisfied the CRA's affordable access rate requirement. We also reviewed the Tenant General Ledger Detail Report and confirmed that the base charges were charged in accordance with the lease.

Based upon the above procedures performed and our findings, we hereby find that Casa Costa, formerly known as The Promenade, is offering retail space of a minimum of 1,930 square footage at the rate of \$12.50 per square foot.

We were not engaged to and did not conduct an examination, the objective of which would be the expression an opinion on the financial statements of Costa Center, LLC. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.



Deerfield Beach, Florida
January 25, 2018

EXHIBIT A

11:20:22 AM 1/23/2017

Licensee Details

Licensee Information

Name: **MERIN HUNTER CODMAN INC (Primary Name)**
Main Address: **1601 FORUM PLACE 200
WEST PALM BCH Florida 33401**
County: **PALM BEACH**

License Mailing:

LicenseLocation: **951 YAMATO ROAD SUITE 102
BOCA RATON FL 33431**
County: **PALM BEACH**

License Information

License Type: **Real Estate Branch Office**
Rank: **RE Branch Offic**
License Number: **BO2019746**
Status: **Current,Active**
Licensure Date: **08/03/2007**
Expires: **09/30/2018**

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Licensee Details

Licensee Information

Name: **CURRENT CAPITAL REALTY (Primary Name)**
Main Address: **4000 HOLLYWOOD BLVD SUITE 685-S
HOLLYWOOD Florida 33021**
County: **BROWARD**

License Mailing:

LicenseLocation: **4000 HOLLYWOOD BLVD SUITE #685-S
HOLLYWOOD FL 33021**
County: **BROWARD**

License Information

License Type: **Real Estate Corporation**
Rank: **RE Corp.**
License Number: **CQ1026113**
Status: **Current,Active**
Licensure Date: **03/20/2006**
Expires: **03/31/2018**

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Casa Costa - DIFA Payments

	Date	Payee	Amount	Sub-Total by Payee
Year 1	08/01/11	Boynton Waterways	\$ 128,359	
Year 2	04/13/12	Boynton Waterways	\$ 409,237	\$ 537,596
Year 3	03/25/13	PRH Boynton LLC	\$ 399,345	
Year 4	03/24/14	PRH Boynton LLC	\$ 411,581	
Year 5	03/23/15	PRH Boynton LLC	\$ 479,408	
Year 6	03/14/16	PRH Boynton LLC	\$ 539,578	\$ 1,829,912
Year 7	03/27/17	Costa Center LLC	\$ 539,163	
			<u>\$2,906,671</u>	

Note: 10 Year agreement - 4 Years Remaining (Years 7 through Year 10)

**CASA COSTA
INCENTIVE CALCULATION WORKSHEET
FY 2017-2018 (Tax Year = 2017)**

As of: July 12, 2017

	FY 2017 - 2018	
Value of the Project prior to Redevelopment - 2004 Value (Aggregate Value of all properties within Project Boundary)	\$ 119,816	
Value of the Project after Redevelopment (Aggregate Value of all properties within Project Boundary)	\$ 95,494,235	Property Appraiser Data as of 6/30/2017
Project Increment	\$ 95,374,419	
TIF Revenue = (95% of Project Increment X (City Millage + County Millage))		
City Millage Rate*	0.0079	City
City TIF Contribution = 95% of Project Increment X City Millage	\$ 715,785	
County Millage Rate*	0.0047815	County
County Contribution = 95% of Project Increment X County Millage	\$ 433,231	
TIF Revenue created by Project	\$ 1,149,016	
Award Factor	47.5%	
Incentive Award to Developer	\$ 545,783	◀Year 8 of 10
(Incentive Award = TIF Revenue created by Project x Award Factor)		
Total Remaining with CRA	\$ 603,233	

*Millage Rates are set annually by the City and County



CRA BOARD MEETING OF: February 13, 2018

NEW BUSINESS

AGENDA ITEM: 14.C.

SUBJECT:

Consideration of Interlocal Agreement for Technical Support Services with the City of Boynton Beach

SUMMARY:

The ITS Department of the City of Boynton Beach have been providing technical support services to the CRA since 2006 under an Interlocal Agreement (ILA) approved by the City Commission (Resolution R06-53) (see Attachment I). The 2006 ILA was approved for two, three-year terms.

On June 10, 2014, a new ILA was approved by the Board and City Commission (Resolution R11-06) which allowed for an initial three year term with an option to renew for two additional three-year terms. Additionally, the 2014 Agreement requires the annual fee to be equally divided into four installments at the beginning of each quarter to facilitate fiscal year end billing (see Attachment II). Since the 2014 Agreement did not allow for additional extensions and quarterly reimbursements, a new agreement is now necessary in order to continue receiving IT services from the City.

The new ILA for Technical Support Services retains the City's Information Technology Services (ITS) Department to provide the CRA with services in connection with the day-to-day operations of computer and network technology systems. The new ILA provides for payment terms, automatic renewal terms including pre-determined fee increases in the amount equal to 3% per year (see Attachments III - Proposed 2018 ILA for Technical Support Services and Exhibit A).

This agreement shall be deemed effective as of February 1, 2018, and continue until terminated by either party. The total annual cost for the technical support services, including the 3% yearly increase, for the first three years are as indicated below:

Year 1 2/1/18 - 1/31/19 \$25,415

Year 2 2/1/19 - 1/31/20 \$26,178

Year 3 2/1/20 - 1/31/21 \$26,964

FISCAL IMPACT:

FY 2017-2018 CRA Budget Line Item 01-51650-210

CRA PLAN/PROJECT/PROGRAM:

N/A

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

1. Approve the 2018 Interlocal Agreement for Technical Support Services.
2. Do not approve the 2018 Interlocal Agreement for Technical Services or provide alternate terms, conditions, or modifications to the Interlocal Agreement for Technical Support Services.

ATTACHMENTS:

Description

- ▣ **Attachment I - 2004 ILA for Technical Services**
- ▣ **Attachment II - Proposed 2018 ILA for Technical Support Services**
- ▣ **Attachment III - Exhibit A of 2018 ILA for Technical Support Services**

INTERLOCAL AGREEMENT FOR TECHNICAL SUPPORT

THIS INTERLOCAL AGREEMENT, made and entered into this 10th day of June, 2014, by and between:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BOYNTON BEACH, FLORIDA, a public agency, having the address, 710 North Federal Highway, Boynton Beach, Florida 33435 (hereinafter referred to as "CRA"),

and

CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation, having the address, 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33435 (hereinafter referred to as "CITY").

WHEREAS, at its meeting of June 10, 2014, the City of Boynton Beach approved entering into this Agreement with the CRA, providing for the provision of technical support services by CITY to the CRA; and

WHEREAS, at its meeting of June 10, 2014, the CRA approved entering into an Agreement with CITY; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, CRA and CITY do mutually agree as follows:

1. **PROJECT DESIGNATION.** CITY is retained by the CRA to perform computer technical services in connection with the day-to-day governmental operations of the CRA.
2. **SCOPE OF SERVICES.** CITY agrees to perform the services, identified in the document, entitled, "Client Agreement and Conditions for CRA Technical Services," which is attached hereto and made a part hereof as Exhibit "A". All materials, equipment, and supplies necessary for CITY to perform said services shall be the responsibility of CRA. CRA shall use its best efforts in cooperating with CITY in providing the information and documentation necessary to CITY in the performance of the Technical Services under this Agreement.
3. **TERM.** This Agreement shall take effect upon the termination of that certain Interlocal Agreement for Technical Support dated February 28, 2006, approved by the City in Resolution R06-053 and twice since extended by the Parties for two three year extensions, the second of which is reflected in and approved by CRA resolution No. 11-06 ("Effective Date"). This Agreement shall be for an initial term of three (3) years and may be renewed by the parties for two (2) additional three (3) year terms. This

Agreement shall terminate upon mutual agreement of the parties hereto or upon thirty (30) days written notice of intent to terminate from one party to the other.

4. **PAYMENT.** CITY shall be paid by the CRA for services rendered under this Agreement as follows:

- a. CITY shall be paid the sum of Twenty Three Thousand Four Hundred Eighty Six (\$23,486.00) Dollars for the first year of this Agreement.
- b. CRA shall pay the annual amount owed to CITY, in four equal installments at the beginning of each quarter. The first quarter shall begin on the first (1st) day of the month following the month in which the written notice to proceed as provided for in Section 3 is given. The CRA shall pay, and the CITY may invoice payments to facilitate fiscal year end billing.
- c. The annual payment to CITY shall increase by three (3%) percent for each year during the term of the agreement and any renewal terms. Said increase shall be effective on February 1st each annual anniversary of this Agreement.
- d. Payment as provided in this section shall be full compensation for work performed, services rendered.
- e. The parties agree that should the demands on CITY increase as a result of additional work stations, additional employees of the CRA, or changes to the CRA Hardware and Software Inventory, the CRA and CITY shall renegotiate the annual fee paid under this Agreement upon receipt of a written request from CITY to renegotiate.

5. **COMPLIANCE WITH LAWS.** CITY agrees to perform the services contemplated by this Agreement, and 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.

6. **GOVERNMENTAL IMMUNITY.**

- a. CITY is a state agency as defined in Chapter 768.28, Florida Statutes, and CRA is a public agency created pursuant to Chapter 163, Florida Statutes. To the extent permitted by law, each party agrees to be fully responsible for acts, omissions, and negligence of their agents, officers, or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- b. Both parties acknowledge that this is an Interlocal Agreement created pursuant to

Section 163.01, *Florida Statutes*, and that each party shall retain all legislative authority with regard to its respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agency shall apply to the same degree and extent to the performance of such functions and duties of those officers, agents, or employees extra-territorially under the provisions of any Interlocal Agreement.

7. **INDEPENDENT CONTRACTOR STATUS.**

a. CITY and its employees, subcontractors, volunteers and agents, shall be and remain independent contractors and not agents or employees of CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

b. CRA will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

8. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT.**

During the performance of the Agreement, CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CITY will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CITY shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

9. **NON-EXCLUSIVITY.** This Agreement is considered a non-exclusive Agreement between the parties. The CRA shall have the right to purchase the same kind of services to be provided by CITY hereunder from other sources during the term of this Agreement.

10. **ASSIGNMENT.** CITY shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CRA.

11. **NON-WAIVER.** Waiver by the CRA of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

12. **TERMINATION.** This Agreement may be terminated for convenience or cause by either party by providing thirty (30) days notice to the other party. Should termination be for convenience, termination shall be without liability to the terminating party. In the event of any termination, CITY shall be paid the pro rata sum for services performed, or if prepaid, CITY would return to the CRA the pro rata sum paid in advance.
13. **DISPUTES.** In the event that a party has a dispute with respect to the other party's performance hereunder, the party shall notify the other party in writing in accordance with Article 14, advising of the disputed matter. In the event that the disputed matter is not resolved to the satisfaction of the CRA and the City, the dispute shall be submitted to a mediator mutually agreed to by the parties before any litigation is brought.
14. **NOTICES.** Notices to the CRA shall be in writing and sent via U.S. Mail to the following address:

CITY OF BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY
710 North Federal Highway
Boynton Beach, FL 33435
ATTN: Vivian Brooks, Executive Director

With copy to:

CRA Attorney
c/o Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, FL 33401

Notices to CITY shall be sent to the following address:

CITY OF BOYNTON BEACH
P.O. BOX 310
BOYNTON BEACH, FL 33425-0310
ATTN: John McNally, ITS Manager

With copy to:

City Attorney
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435

15. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion

or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

16. **INTEGRATED AGREEMENT.** This agreement, together with attachments or addenda, represents the entire and integrated agreement between CITY and the CRA 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 CRA.
17. **AMENDMENTS.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
18. **CHOICE OF LAW; WAIVER OF JURY TRIAL.** Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. In the event any causes of action arising out of this Agreement are pre-empted by federal law, any such controversies shall be submitted to the jurisdiction of the United States District Court for the Southern District of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
19. **BENEFITING PARTIES.** This Agreement is intended to benefit the parties to this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either party based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
20. **CONSTRUCTION OF AGREEMENT.** The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.
21. **APPLICABILITY OF FLORIDA'S PUBLIC RECORDS LAW.** The parties acknowledge and understand that the rules, regulations and statutes regarding public records are applicable to this Agreement and the services provided thereunder. CRA understands that public records as defined in Chapter 119, Florida Statutes, created with CRA computer equipment, software and hardware, including but not limited to e-mail and internal memoranda, constitute public records under the laws of the State of Florida, and are subject to disclosure unless otherwise exempt.

- 22. **RECORDING.** This Agreement shall be recorded in the public records of Palm Beach County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 23. **MODIFICATION.** It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals this _____ day of _____, 2014.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY


By: _____
 Print name: _____, Chairman

ATTEST:

 Print name: _____, Secretary

Approved as to form:

 Kenneth G. Spillias, CRA Attorney

CITY OF BOYNTON BEACH


 Lori LaVerriere, City Manager

Attest:

  - DEPUTY CITY CLERK

 Janet Prainito, City Clerk



Approved as to form:



 Office of the City Attorney

- 22. **RECORDING.** This Agreement shall be recorded in the public records of Palm Beach County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 23. **MODIFICATION.** It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith

10 IN WITNESS OF THE FOREGOING, the parties have set their hands and seals this day of June, 2014.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: Jerry Taylor
 Print name: Jerry Taylor, Chairman

ATTEST:

Theresa Otterback
 Print name: THERESA OTTERBACK

Approved as to form:
Kenneth G. Spillias
 Kenneth G. Spillias, CRA Attorney

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

Attest:

Janet Prainito, City Clerk

(CITY SEAL)

Approved as to form:

Office of the City Attorney

Exhibit A
Client Agreement and Conditions
for
CRA Technical Services

The City of Boynton Beach Information Technology Services Departments (ITS) and the Community Redevelopment Agency (CRA) has entered into a technical support agreement to provide technical support for the CRA Director and staff members.

Technical support will include support for the CRA's server and storage, firewall, router, network equipment, personal computers, printers and peripherals, City of Boynton Beach enterprise software (Active Directory, Exchange email, SunGard/HTE Naviline, etc.) and CRA specific software.

Support will also include use of the GIS Division's ESRI software and access to GIS staff for training, education and support of ESRI and other GIS-based software.

Other services such as use of the City's security policies, anti-virus software, Windows automatic update policies will apply to the CRA computing and network environment.

Technical support services include unlimited technical support during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM), as well as access to ITS on-call personnel for emergency issues during non-normal business hours.

The City of Boynton Beach will utilize change management policy to address any configuration changes to the CRA servers, PCs, peripherals, printers, and network environment.

Technical support response and resolution parameters are based on problem severity and impact on business operations. Our service level agreement parameters are listed below and will be adhered to by our staff for this support engagement.

Severity Code	Customer Impact	Service Response to Customer	Resolution Time
1-Critical	Business Halted	Updates every 30 minutes	Until Fixed
2- Urgent	Business Impacted	2-4 Hours	4 hours
3- Important	Non-Critical	1-3 Days	1-3 Days
4-Request	Normal Business	3-5 Days	30 Days

INTERLOCAL AGREEMENT FOR TECHNICAL SUPPORT SERVICES

This Interlocal Agreement for Technical Support (“Agreement”) is hereby entered into by and between the Boynton Beach Community Redevelopment Agency (the “CRA”) and the City of Boynton Beach (the “City”), which are individually referred to as a “party” and collectively referred to as the “parties.”

WHEREAS, Part I of Chapter 163, Florida Statutes, as amended (the “Florida Interlocal Cooperation Act”), permits the party, as public agencies under the Interlocal Cooperation Act, to enter into interlocal agreements with each other to authorize one public agency to exercise, on behalf of the other public agency, jointly held powers, privileges or authorities which each such public agency shares in common and which each might exercise separately, permitting the public agencies to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geography, economy, population and other factors influencing the needs and development of such public agencies; and

WHEREAS, the City and CRA have determined that it is mutually beneficial and in the best interests of its citizens and residents to enter into this Agreement;

WHEREAS, the CRA and the City find that this Agreement serves a municipal and public purpose and will help further the Community Redevelopment Plan through the efficient use of resources;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed, the party hereby agree:

- 1) **Recitals.** The recitals above are true and correct and are hereby incorporated herein as if fully set forth.
- 2) **Technical Support Services.** The City agrees to perform the computer Technical Support Services (the “Technical Support Services”) in connection with the day-to-day governmental operations of the CRA. The Technical Support Services are more fully described in the document titled “Technical Support Services Provided,” which is attached hereto as Exhibit A and hereby incorporated herein. The CRA shall provide all materials, equipment, and supplies necessary for the City to perform the Technical Support Services. The CRA shall use its best efforts in cooperating with the City in providing the information and documentation necessary to City in the performance of the Technical Support Services.
- 3) **Term.** This Agreement shall be deemed effective as of February 1, 2018, and continue until terminated by either party.

- 4) **Payment.** CRA shall pay City for the Technical Support Services as follows:
- a. CRA shall pay City \$25,415 for the first year of this Agreement, which shall start on February 1, 2018.
 - b. The annual amount paid to the City for Technical Support Services shall increase by three percent (3%), rounded to the nearest one cent, every year after the first year until the Agreement is terminated. This increase shall be effective starting February 1 each year.
 - c. Unless otherwise agreed by the parties in writing, invoicing and payment for the Technical Support shall be made as follows:
 - i. The City shall invoice the CRA for the Technical Support Services in in the first week of each quarter. Each invoice (“quarterly invoice”) shall be for one quarter of the annual amount owed to the City. The first quarter shall begin on February 1 each year.
 - ii. CRA shall pay the City within 30 days of receipt of the quarterly invoice. Payment of the quarterly invoice is deemed to be for Technical Support Services provided the previous quarter.
 - iii. Regardless of the other terms of this paragraph, the CRA shall have 30 days after both parties have executed this Agreement to make the first payment due under this Agreement.
 - d. The payments described in this section shall be full compensation for all work performed and services rendered.
 - e. The parties agree that should the demands on City increase as a result of additional work stations of the CRA, additional employees of the CRA, or changes to the CRA hardware or software inventory, the CRA and City shall renegotiate the annual fee paid under this Agreement upon receipt of a written request from City to renegotiate.
- 5) **Termination.** Either party may terminate this Agreement for any reason or no reason by providing thirty (30) days written notice to the other party. Termination without cause shall be without liability to the terminating party. In the event this Agreement is terminated, the CRA shall pay the City, within 30 days of termination, the pro rata sum for Technical Support Services performed prior to the Agreement termination.
- 6) **No Discrimination.** The City 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, promotion, firing, or contracting practices associated with this Agreement.
- 7) **Compliance with Laws.** In the performance of the Technical Support Services under this Agreement, the City shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City, and CRA ordinances and regulations, including ethics and procurement requirements.
- 8) **Immunity; Indemnification.** City is a state agency as defined in Chapter 768.28, Florida Statutes, and CRA is a public agency created pursuant to Chapter 163, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which

sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City or CRA to be used by third parties in any matter arising out of this Agreement or any other contract. 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.

Notwithstanding the foregoing, to the extent possible without waiving sovereign immunity, 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 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 negligent or wrongful conduct or faulty equipment (including equipment installation and removal) associated with the Technical Support Services. 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. To the extent permitted by law, each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

- 9) **No Partnership, Etc.** The City and the CRA agree nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the City and its employees, subcontractors, volunteers, and agents are independent contractors and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Technical Support Services. The City will exercise its own judgment in matters of safety for itself and its employees, subcontractors, volunteers, and agents.
- 10) **Non-Exclusivity.** This Agreement is considered a non-exclusive Agreement between the parties. During the term of this Agreement, the CRA shall have the right to purchase services that are the same as or similar to the Technical Support Services provided for in this Agreement from any other source.
- 11) **No Transfer.** The City shall not subcontract, assign, or otherwise transfer this Agreement or its responsibilities hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity.
- 12) **Waiver.** Waiver by the CRA of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision. Either party may elect to waive any provision of this Agreement so long as such waiver is permitted by all applicable laws, statutes, ordinances, rules, and regulations and is made in writing to the other party.
- 13) **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 party designate the following as the respective places for giving of notice.

CITY: Lori LaVerriere, City Manager
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

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

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

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

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

- 18) **Filing.** The City shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes.
- 19) **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.
- 20) **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 party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH and the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF BOYNTON BEACH a municipal corporation organized and existing under the laws of the State of Florida

By: _____
Steven Grant, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency organized and existing under the laws of the State of Florida

By: _____
Steven Grant, Chair

Approved as to form:

CRA Attorney

EXHIBIT A

Technical support will include support for the CRA's server and storage, firewall, router, network equipment, personal computers, printers and peripherals, City of Boynton Beach enterprise software (Active Directory, Exchange email, SunGard/HTE Naviline, etc.) and CRA specific software.

Support will also include use of the GIS Division's ESRI software and access to GIS staff for training, education and support of ESRI and other GIS-based software.

Other services such as use of the City's security policies, anti-virus software, Windows automatic update policies will apply to the CRA computing and network environment.

Technical support services include unlimited technical support during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM), as well as access to ITS on-call personnel for emergency issues during non-normal business hours.

The City of Boynton Beach will utilize change management policy to address any configuration changes to the CRA servers, PCs, peripherals, printers, and network environment.

Technical support response and resolution parameters are based on problem severity and impact on business operations. Our service level agreement parameters are listed below and will be adhered to by our staff for this support engagement.

Severity Code	Customer Impact	Service Response to Customer	Resolution Time
1- Critical	Business Halted	Updates every 30 minutes	Until Fixed
2- Urgent	Business Impacted	2-4 Hours	4 hours
3- Important	Non-Critical	1-3 Days	1-3 Days
4- Request	Normal Business	3-5 Days	30 Days



CRA BOARD MEETING OF: February 13, 2018

NEW BUSINESS

AGENDA ITEM: 14.D.

SUBJECT:

Consideration and Discussion of Outsourcing Legal Services for Human Resources

SUMMARY:

As CRA executive staff and legal counsel regularly discuss ways to improve the various processes of our Agency's operations and liabilities, one area identified is in Human Resources. The CRA currently operates under an Interlocal Agreement (ILA) with the City of Boynton Beach to utilize the Human Resource Department's services to assist with items such as recruitment, payroll processing and health insurance (see Attachment I).

Based on our review and analysis of the current services provided under the ILA, the process for handling an employee initiated complaint or concern involving a supervisor or Board member is not as easily or clearly addressed.

In light of the fact that the CRA staff represents the interest of the agency and not the employees, this item is to consider contracting with a law firm that specializes in Human Resources issues for local governments. The firm would work for the Board, and would handle human resource complaints and investigations, and if necessary, other discrete Human Resource legal issues.

CRA legal counsel requested proposals for human resource related services from multiple law firm with two (2) very qualified firms submitting proposals. These two firms were of equal qualification and cost. However, it was acknowledged by the firm of Torcivia, Donlon, Goddeau & Anasay, P.A. that the husband of the CRA's Assistant Director is one of the attorneys in their firm. To avoid any concerns, they respectfully withdrew their proposal from consideration.

The firm of Harrison Ford, Global HR Lawyers, has submitted the remaining proposal (see Attachment II). The cost for use of Ford Harrison's legal services is on an "as needed only basis" and no required retainer. Fees are charged when or if ever needed.

FISCAL IMPACT:

To be determined.

CRA BOARD OPTIONS:

1. Approve the selection of Ford Harrison, Global HR Lawyers for use when qualified legal

human resource services are required.

2. Do not approve the selection of Ford Harrison, Global HR Lawyers for use when qualified legal human resource services are required.
3. Other alternatives as determined by the Board.

ATTACHMENTS:

Description

- ▣ **Attachment I - Interlocal Agreement for Human Resource Services**
- ▣ **Attachment II - Letter of Interest for Services: Ford Harrison**

**INTERLOCAL AGREEMENT BETWEEN THE
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
AND THE CITY OF BOYNTON BEACH
FOR HUMAN RESOURCE SERVICES**

THIS AGREEMENT is made and entered into this 7th day of September, 2010, by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") and the CITY OF BOYNTON BEACH ("CITY") (collectively referred to as "the parties").

WITNESSETH

WHEREAS, the CRA is a public Agency created pursuant to Florida Statutes Chapter 163, Part III and has as its purpose the redevelopment of portions of the City of Boynton Beach located within its geographically designated redevelopment area; and

WHEREAS, the City is a Florida municipal corporation; and

WHEREAS, the parties hereto desire to enter into an Interlocal Agreement in order for the CITY to provide Human Resource Services to the CRA,

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

1. **Term.** The term of this Agreement shall be on a fiscal year basis commencing on October 1, 2010 and ending on September 30, 2011, with automatic renewals each year unless otherwise terminated in writing by the parties at least 30 days before the termination date.

2. **Scope.**

(a) **Benefits:**

- (1) Utilize the existing City benefit plans and access to the Benefits Administrator for questions.
- (2) CRA share of benefit consultant, Willis of FL

(b) **Services (including but not limited to):**

- (1) Human Resources Administration including internal consulting and access to staff for personnel related questions by e-mail, phone, or scheduled appointment for day to day H.R. related questions;

- (2) Recruitment including posting vacancies on the City's web site, advertising, applicant tracking, clerical testing, screening, of applicants, participation in the interview process, assistance with scoring candidates, background checks, scheduling pre-employment physicals (cost charged by vendor for advertising, background check and physicals to be paid by CRA);
 - (3) New Hire orientation including assistance with payroll related paperwork, acknowledgement of receipt of policies, Workers Compensation presentation, a benefits overview and assistance with the completion of enrollment paperwork etc.;
 - (4) Benefits including participation in City's health plans, the annual open enrollment, wellness initiative programs, attendance at City's wellness fairs, Commit2bFit presentations etc.
 - (5) Organizational development/training, access to City-based training programs for CRA staff (a \$50 fee per class will be charged, which is also charged to the departments for City employees who attend the classes);
 - (6) Document imaging, records management of employee personnel files and responding to personnel related records requests, employment verifications;
 - (7) Position control maintenance.
- (c) Payroll and Leave Time Management:
- (1) Initial Setup in H T E for CRA: (Setup pay codes, tables, accrual rates, direct deposit info, bank info, etc.)
 - (2) Monthly Costs-processing payroll for 9 employees: (IRS tax payments, quarterly 941 Report, Yearly W-2 processing)

This assumes that the City will not need to have any programming done to the existing payroll system, if so there may be additional charge. This also assumes that all CRA employees are on direct deposit and will receive their direct deposit paystubs by "online paystub service", as the City is in transition phase to have employees receive their direct deposit form online versus paper copy.

3. **Cost.** The CRA agrees that it will pay TEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND 60/100 (\$10,175.60) as follows:

• Services outlined in #2(a):	\$ 1,965.60
• Services in #2(b) (including personnel file management):	
▪ a) Setup/Prep of Personnel Files (one time charge)	\$ 250.00
▪ b) Monthly charge \$500/month x 12=	\$ 6,000.00
• Payroll services outlined in #2(c) (payroll & leave management):	
▪ a) Setup of records (one time charge)	\$ 280.00
▪ b) Monthly charge \$140 x 12 =	<u>\$ 1,680.00</u>
Estimated Total:	\$10,175.60

4. **Office Location.** The City's Human Resources Department is located at

City of Boynton Beach
City Hall
100 E Boynton Beach Blvd.
Boynton Beach, FL 33425
(561) 742-6275

5. **Applicability of Sunshine Law.** The parties hereto agree that the conduct of the affairs of the Human Resources Department shall be in accordance with Chapter 286.011, Florida Statutes, governing the Sunshine Law and that the records of the Human Resources Department shall be deemed Public Records pursuant to Chapter 119, Florida Statutes, and administered accordingly.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

8. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and any previous agreements, whether written or oral, are hereby superseded by this Agreement. This Agreement may be modified in accordance with Paragraph 11 below.

9. **Modification of Agreement.** This Agreement may be modified upon mutual consent of the parties only in writing

10. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11. **Disputes.** In the event of any dispute arising among the parties with respect to the interpretation of the respective rights or obligations provided for by this Agreement, the same shall be resolved by mediation with such mediation to be conducted between the City Attorney and the CRA Attorney. If mediation is unsuccessful, any and all legal actions necessary to enforce this Agreement will be conducted in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

12. **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 of on of the parties.

13. **Notices.** Any and all notices required or permitted to be delivered pursuant to the terms of this Agreement shall be effective upon receipt, but in any event no later than three (3) business days after posting by U.S. Mail, certified or registered, postage prepaid or one (1) business day after deliver to an expedited courier service such as Federal Express to the addresses listed below. Any of the parties described herein may change their address by giving notice to all other parties set forth in this subsection.

If the CITY: City of Boynton Beach
 100 East Boynton Beach Boulevard
 Boynton Beach, Florida 33425
 Attn.: Kurt Bressner, City Manager

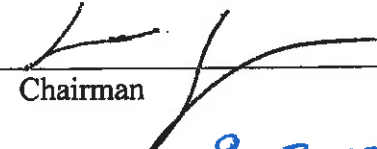
With Copy to: James A. Cherof, City Attorney
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308

If the CRA: Boynton Beach Community Redevelopment Agency
915 S. Federal Highway
Boynton Beach, Florida 33435
Attn.: Lisa A. Bright, Executive Director

With Copy to: James A. Cherof, Board Attorney
3099 East Commercial Boulevard.
Suite 200
Fort Lauderdale, FL 33308

14. **Effective Date.** This Agreement shall become effective on the date last signed by the parties.

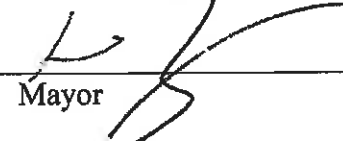
**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BOYNTON BEACH**

By:  _____
Chairman
Date: 9-7-10

Attested by:

 _____
Lisa Bright, Executive Director

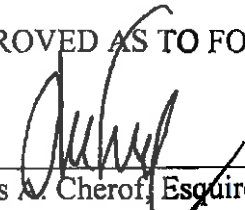
CITY OF BOYNTON BEACH

By:  _____
Mayor
Date: 9-7-10

Attested by:

 _____
Kurt Bressner, City Manager

APPROVED AS TO FORM:

 _____
James A. Cherof, Esquire

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RESOLUTION NO. R10- ///

**A RESOLUTION OF THE CITY COMMISSION OF
BOYNTON BEACH, FLORIDA, APPROVING THE
INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BOYNTON BEACH AND THE BOYNTON BEACH
COMMUNITY REDEVELOPMENT AGENCY TO
PROVIDE HUMAN RESOURCES RELATED SERVICES
TO THE CRA; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Interlocal Agreement permits the Boynton Beach Community Redevelopment Agency (CRA) to utilize the City's Human Resource services including participation in the annual enrollment for medical and related insurance policies, participating in New Hire Orientation for benefits, assistance with recruitment, records management, access to City Human Resources staff for Human Resources questions as well as payroll services; and

WHEREAS, the City Commission of the City of Boynton Beach, upon recommendation of staff, deems it to be in the best interests of the residents and citizens of the City of Boynton Beach to approve the Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency permitting the CRA to utilize the City's Human Resources Department for Human Resource related services and payroll services.

**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.

1 Section 2. The City Commission of the City of Boynton Beach, Florida does
2 hereby approve the Agreement between the City of Boynton Beach and the Boynton Beach
3 Community Redevelopment Agency permitting the Boynton Beach Community
4 Redevelopment Agency to utilize the City's Human Resources department for Human
5 Resource related services and payroll services, a copy of said Agreement is attached hereto as
6 Exhibit "A".

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

8 **PASSED AND ADOPTED** this 17 day of August, 2010.

CITY OF BOYNTON BEACH, FLORIDA



Mayor – Jose Rodriguez




Vice Mayor – Marlene Ross



Commissioner – William Orlove

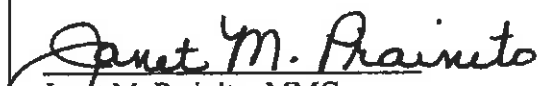


Commissioner – Woodrow L. Hay



Commissioner – Steven Holzman

ATTEST:



Janet M. Prainito, MMC
City Clerk



CHRISTINE D. HANLEY
561-345-7502
chanley@fordharrison.com

October 17, 2017

BY E-MAIL ONLY

Kathryn B. Rossmell
Lewis Longman Walker
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

Dear Kathryn:

Re: Letter of Interest for Representation of Boynton Beach Community
Redevelopment Agency

We greatly appreciate your continued consideration of FordHarrison in your search for counsel on behalf of the Boynton Beach Community Redevelopment Agency ("BBCRA"). We have been fortunate to work with BBCRA in the past, and would be pleased to provide ongoing counsel to them in a more formalized arrangement. Based on our conversation and the information you provided on their needs in the area of human resources and employment-related matters, we are confident that FordHarrison will be an exceptional fit, and we look forward to the opportunity to work with you and BBCRA.

Allow me to provide a bit of background on our firm. FordHarrison LLP is a national law firm practicing exclusively in the area of labor and employment law. We currently have more than 200 attorneys practicing in 29 offices nationwide. With over 40 attorneys practicing in 7 offices in Florida, including our office in West Palm Beach, FordHarrison is one of the largest law firms in the state practicing exclusively in labor and employment. Our significant bench strength both state and nationwide, combined with our firm's collegial and collaborative culture, affords us the ability to leverage our expertise along with that of our colleagues, to provide the highest level of legal services to clients like BBCRA, in the most cost-effective manner possible.

We are able to address the stated needs of BBCRA in the areas of human resources and employment-related matters; our firm is able to provide BBCRA with the tools they need to address any issues they may have as they relate to human resources and employment law, and to minimize their risk of exposure. We routinely advise clients on all matters affecting the employment relationship, including recruitment, hiring, retention, discipline and termination issues. Our practical day-to-day advice is geared toward helping clients like BBCRA achieve their operational and human resources goals while reducing the potential for disputes and lawsuits. Our counseling expertise includes, but is not limited to:

- designing policies and practices that are consistent with our clients' philosophies and business goals, and minimizing the risk of successful claims;
- regularly and rapidly advising clients, through "alerts" and "updates," on important new cases in every jurisdiction as well as changes in employment laws;

- evaluating employment vulnerabilities through personnel audits and reviews of policies and handbooks;
- training management and rank-and-file employees in areas such as harassment, discrimination, retaliation, discipline and discharge; and,
- assisting clients on day-to-day employment issues, such as hiring, firing, discipline and leave.

In short, we are able to satisfy BBCRA's stated needs and more.¹

FordHarrison attorneys partner with our clients. We are invested in their future and success, and it is our aim to help them meet their goals. We do not believe in "one-size-fits-all" solutions. We work with our clients to learn their cultures, their challenges, and their goals to ensure that we provide proper counsel in resolving any issues as effectively and expeditiously as possible. To that end, I have included with this letter a copy of our firm's proprietary promise to clients. The FH Promise is a set of five core principles – a mantra of sorts – that we set forth in order to remind our attorneys and our staff that client service is of the utmost importance to any business, and at FordHarrison, client service is integral to our firm culture.

For BBCRA we propose a team which consists of the following (full biographies of each attorney are also enclosed):

Christine Hanley – Partner (West Palm Beach Office)

Christine is the managing partner of FordHarrison's West Palm Beach office. In practice for more than 25 years, Christine is a compliance generalist; her practice focuses on regulatory issues affecting the employment relationship. She is Board Certified in Labor & Employment Law by the Florida Bar and is certified as a Senior Professional in Human Resources (SPHR) by the Human Resources Certification Institute (HRCI). She is also recognized as a Senior Certified Professional (SCP) by the Society for Human Resource Management (SHRM).

Bari Goldstein – Partner (West Palm Beach Office)

Bari represents and counsels private, not-for-profit and public sector employers on regulatory issues affecting the employment relationship. Bari is certified as a Senior Professional in Human Resources (SPHR) by the Human Resources Certification Institute (HRCI), as well as a Senior Certified Professional (SHRM-SCP) by the Society for Human Resource Management (SHRM). Bari is also a qualified EEO investigator. Bari is past President of the Board and Chair of the Human Resources Committee for Families First of Palm Beach County, as well as an active alumnus of Leadership Palm Beach County and past co-chair of the Class Project Committee.

David Gobeo – Partner (West Palm Beach Office)

David's practice is focused on the representation of management in a broad range of employment matters including against claims of discrimination, harassment and wage and hour violations. He routinely handles lawsuits involving the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Americans

¹ We have represented the Town of Jupiter Island for over twenty years in much the same relationship capacity that BBCRA seeks to establish. Jupiter Island Town Manager Gene Rauth has agreed to speak with you about our team and our services; he may be contacted at 1-772-545-0110. Other municipal references are available upon request.

Kathryn B. Rossmell
October 17, 2017

with Disabilities Act, Title VII of the Civil Rights Act, and the Florida Civil Rights Act; as well as litigating non-compete and trade secrets matters. David also represents clients in charges of discrimination before the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, and various local agencies. David also advises clients on the use of employment policies and procedures to reduce litigation risk.

FordHarrison is committed to providing the highest quality legal services to our clients in the most cost-effective manner possible. We understand and appreciate the challenges facing employers, and we have made it our goal to do all that we can to ease the burdens they face when it comes to their time, goals, and budgets. With that in mind, we are prepared to offer BBCRA a blended hourly rate of **\$285.00 per hour**. This is significantly discounted from our standard rate, and represents our lowest rate for municipal and not for profit clients.

Additionally, as a client of FordHarrison, BBCRA will have access to our complimentary suite of value-added resources, designed to educate their team and keep them abreast of the latest developments in both labor and employment law. This suite of value-added resources includes:

Complimentary Webinars

BBCRA will receive invitations to FordHarrison's complimentary webinars covering emerging labor and employment issues. Recent topics have included the new DOL overtime rules, sexual orientation and gender identity in the workplace, the Affordable Care Act, religious accommodations in the workplace, pregnancy accommodation standards, immigration, and practical strategies for human resources record keeping.

FordHarrison Publications

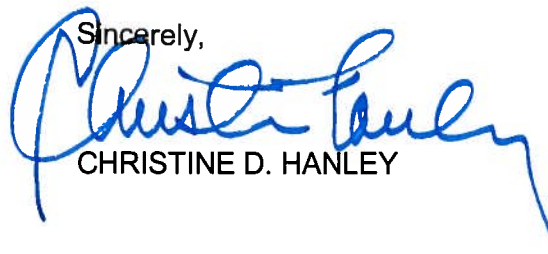
BBCRA will receive access to all standard FordHarrison publications including Legal Alerts, newsletters, and surveys.

FordHarrison SourceBook

Members of BBCRA's legal and human resource teams will be provided complimentary copies of our firm's most recent edition of the FordHarrison SourceBook in hard copy and on searchable USB device. Online access is also available. Our SourceBook is a concise, yet comprehensive, arsenal of labor and employment information that our clients use routinely throughout the year. This proprietary resource is updated annually and when used in conjunction with our additional resource materials, will help ensure that BBCRA is never caught off-guard by developments in labor and employment law.

Again, thank you for the opportunity to provide you with our proposal of service for BBCRA. If you have any questions regarding this proposal, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,



CHRISTINE D. HANLEY

CDH/TAM
Enclosures

FHPROMISE

We will make your job easier.

- We will understand your goals and collaborate with you on legal strategy to meet them.
- We will use your time efficiently and respectfully.
- We will flag unanticipated issues as they arise.
- We will treat your internal administrative processes, including budgets and status reports, like our own.
- We will provide relevant, timely updates after new legal developments that impact your organization, so that you have the information you need, when you need it.
- We will provide additional value-added resources based on your needs, such as the FordHarrison *SourceBook*, customized portals/extranets, and remote training options.

We will know your business and needs.

- We will meet with you on-site to learn about your objectives, your business, and your people—at no charge.
- We will work with you to identify mutually beneficial opportunities to send our best, experienced associates to work with your legal department to understand the expectations of in-house counsel from the inside out.
- We will educate our lawyers about the day-to-day responsibilities and challenges faced by in-house counsel and human resources professionals.

We will be proactive and accessible.

- We will debrief with you to improve our service and resolve relationship or process issues at your convenience on your schedule.
- We will conduct formal client service interviews with major clients on an annual basis.
- We will address any client service issues immediately. While you can always contact any of our partners, our Managing Partner, Lash Harrison (404-888-3801, lharrison@fordharrison.com) is always available to address your questions or concerns about the FH Promise or any aspect of our representation.

We will manage your costs like our own.

- We will actively manage legal costs consistent with your internal goals and processes.
- We will collaborate with you on budgets and staffing plans for the best value possible.
- We will track costs against your budget and be accountable for our performance.
- We will be your “alternative fee arrangement experts” and help you assess situations when an AFA may be the right option based on your objectives for the matter.

We will use our best resources to provide cost-effective, quality work product.

- We will continue to invest in innovative technology to improve efficiency.
- We will train our lawyers to be knowledge management experts, using the FordHarrison custom library of templates, checklists, and guides to maximize productivity and work product quality.
- We will staff your cases with lawyers of the appropriate skill-level and cost structure based on your specific needs and objectives.



Christine D. Hanley

Partner / West Palm Beach / Melbourne

chanley@fordharrison.com

P: 561-345-7502

BAR ADMISSIONS

Florida

Georgia

COURT ADMISSIONS

U.S. Supreme Court

U.S. District Court for the
Northern District of
Georgia

U.S. Court of Appeals for
the Eleventh Circuit

Georgia Court of Appeals

U.S. District Court for the
Northern District of
Florida

U.S. District Court for the
Southern District of
Florida

U.S. District Court for the
Middle District of Florida

EDUCATION

University of Miami
School of Law
J.D., 1989

University of Miami
M.B.A., 1985

LANGUAGES

Italian (Proficient)

Christine Hanley is a compliance generalist; her practice focuses on regulatory issues affecting the employment relationship.

She develops human resources policies, programs and training courses. Her legal expertise includes internal investigations, litigation, arbitrations, mediations, negotiations, administrative hearings and affirmative action compliance and plan development.

Christine is Board Certified in Labor & Employment Law by the Florida Bar and is certified as a Senior Professional in Human Resources (SPHR) by the Human Resources Certification Institute (HRCI). She is also recognized as a Senior Certified Professional (SCP) designation by the Society for Human Resource Management (SHRM).

REPRESENTATIVE EXPERIENCE

- » Provided legal direction and practical guidance to municipal employer in the conversion of its pension benefit from a defined benefit plan to a defined contribution plan.
- » Counseled and advised dozens of employers seeking to cure FLSA compliance deficiencies.
- » Strategized and facilitated organizational reengineering effort involving over 100-member information technology department.
- » Provided legal direction and practical guidance to scores of federal government contractor employers ranging from those just subject to the coverage thresholds to national employers with over 30,000 employees in developing and implementing their affirmative action programs and in complying with their related obligations.

HONORS & AWARDS

- » "2017 Women in the Law" by *Best Lawyers* magazine
- » Selected to *Profiles in Diversity Journal's* 2015 "Women Worth Watching" list

- » Named one of Boca Raton's "Expert Lawyers of 2016" by the *Boca Raton Observer*.
- » 2014 Recipient of the Women in Leadership Award by the Executive Women of the Palm Beaches
- » AV® Preeminent Peer Review Rated by Martindale-Hubbell
- » *The Best Lawyers in America*, (2008-2017)
- » "Florida Super Lawyers," *Super Lawyers* magazine (2006-2017)
- » 2011 Women Extraordinaire *Business Leader* magazine
- » Chamber of Commerce of the Palm Beaches 2011 Athena Business Award
- » *Florida Trend's* "Legal Elite" (2010)
- » "Pro Bono Employment Law Award" (1999) and "Pro Bono Firm Award" (2010), Palm Beach County Legal Aid Society
- » Chamber of Commerce of the Palm Beaches 2010 Small Business Person of the Year Award
- » Academy of Florida Management Attorneys Past Presidents' Award (2006)
- » "Heavy Hitter in Human Resources" by the *South Florida Business Journal* (2004)
- » "Best of the Bar," *South Florida Business Journal* (2004)

MEMBERSHIPS

- » Federal Bar Association
- » Charter Member and Past President of Academy of Florida Management Attorneys
- » Palm Beach County Bar Association, CLE/Employment Law Committee Chair 1995-96, 1996-97, 2012-13
- » American Inns of Court LIV, Craig S. Barnard Chapter, Emeritus Member
- » Chamber of Commerce of the Palm Beaches, General Counsel, Trustee and (former) Board Member
- » Executive Women of Palm Beach County
- » Rotary Club of West Palm Beach
- » Forum Club of the Palm Beaches
- » Board of Directors of the Boys and Girls Clubs of Palm Beach County, Vice Chairman of Operations

EVENTS & PRESENTATIONS

- » November 09, 2017 - "Hot Employment Law Topics Challenging the Workplace - Is Your Employer Ready?" - Seminar - Melbourne, FL
- » October 18, 2017 - "The Eye of the Storm: A 360 View of the Issues and Impacts of Natural (and not so Natural) Disasters," Seacoast Bank PBC Business Development Board
- » October 12, 2017 - "But Did You See The Bacteria?" 2017 Knowledge Series - Chamber of Commerce of the Palm Beaches
- » July 13, 2017 - "The Fair Labor Standards Act... Where Are We Now?" 2017 Knowledge Series - Chamber of Commerce of the Palm Beaches
- » June 06, 2017 - "The Prism of Workplace Violence," Calibrate seminar

NEWS & INSIGHTS

- » November 30, 2016 - OSHA Anti-Retaliation Rule Will Take Effect December 1
- » November 2016 - "What impact could Trump's election have on employers?" Georgia Employment Law Letter
- » November 09, 2016 - What Impact Could Trump's Election Have on Employers?
- » November 09, 2016 - "BigLaw Reacts To Trump's Election To The White House," Law360
- » October 24, 2016 - OSHA Update – Enforcement of Anti-Retaliation Rules Delayed

OFFICE

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1450 Centrepark Boulevard
Suite 325
West Palm Beach, Florida 33401
- » Melbourne:
1901 South Harbor City Boulevard, Suite 501
Melbourne, Florida 32901



David M. Gobeo
Partner / West Palm Beach

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P: 561-345-7512

BAR ADMISSIONS
Florida

COURT ADMISSIONS
U.S. Court of Appeals for
the Eleventh Circuit

U.S. District Court for the
Middle District of Florida

U.S. District Court for the
Northern District of
Florida

U.S. District Court for the
Southern District of
Florida

All Florida State Courts

EDUCATION
University of Florida
College of Law
J.D., 2005

Stetson University
B.A., *cum laude*, 2001

David Gobeo focuses his practice on the representation of management in a broad range of employment matters including against claims of discrimination, harassment and wage and hour violations.

David routinely handles lawsuits involving the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act, and the Florida Civil Rights Act; as well as litigating non-compete and trade secrets matters. David also represents clients in charges of discrimination before the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, and various local agencies. David also advises clients on the use of employment policies and procedures to reduce litigation risk.

REPRESENTATIVE EXPERIENCE

- » Defeated conditional certification in a number of collective action wage and hour overtime lawsuits, including a result avoiding tens of millions of dollars in potential liability
- » Successful in obtaining injunctions against former employees based on theft of confidential information and breaches of non-solicitation agreements
- » Obtained summary judgment (affirmed by a federal appeals court) for a large government employer, avoiding millions of dollars of potential liability

HONORS & AWARDS

- » "Florida Rising Stars," *Super Lawyers* magazine (2012-2017)

MEMBERSHIPS

- » Florida State Bar Association
- » Broward County Bar Association
- » Parkland Chamber of Commerce
- » Republican Business Network

- » Mary Help of Christians Youth Minister

EVENTS & PRESENTATIONS

- » November 09, 2017 - "Hot Employment Law Topics Challenging the Workplace - Is Your Employer Ready?" - Seminar - Melbourne, FL
- » October 12, 2017 - "But Did You See The Bacteria?" 2017 Knowledge Series - Chamber of Commerce of the Palm Beaches
- » July 13, 2017 - "The Fair Labor Standards Act... Where Are We Now?" 2017 Knowledge Series - Chamber of Commerce of the Palm Beaches
- » June 06, 2017 - "The Prism of Workplace Violence," Calibrate seminar

NEWS & INSIGHTS

- » May 18, 2017 - "FordHarrison Adds Jackson Lewis Attorney As Partner," Law360
- » May 17, 2017 - David M. Gobeo Joins FordHarrison as Partner

OFFICE

- » West Palm Beach:
1450 Centrepark Boulevard
Suite 325
West Palm Beach, Florida 33401



Bari L. Goldstein
Partner / West Palm Beach

bgoldstein@fordharrison.com
P: 561-345-7503

BAR ADMISSIONS

Florida

COURT ADMISSIONS

U.S. Supreme Court

U.S. Court of Appeals for
the Eleventh Circuit

U.S. District Court for the
Northern District of
Florida

U.S. District Court for the
Southern District of
Florida

U.S. District Court for the
Middle District of Florida

EDUCATION

University of Miami
School of Law
J.D., 1998

Florida International
University
B.A., 1994

Bari Goldstein represents and counsels private, not-for-profit and public sector employers on regulatory issues affecting the employment relationship.

She focuses her practice in preventative labor and employment defense work and represents and counsels private, not-for-profit and public sector employers on varied regulatory, administrative and litigation issues that affect all aspects of the employment relationship. She advises employers on personnel issues, wage and hour matters and employee relations; conducts on-site audits and investigations; drafts Handbooks and human resources policies and procedures; and, presents workshops on varied employment subjects. Bari also assists clients in the development of Affirmative Action Programs (AAP), represents clients during OFCCP audits and counsels employers on issues stemming from AAP obligations and requirements.

Bari is certified as a Senior Professional in Human Resources (SPHR) by the Human Resources Certification Institute (HRCI), as well as a Senior Certified Professional (SHRM-SCP) by the Society for Human Resource Management (SHRM). Bari is also a qualified EEO investigator.

Bari is President of the Board and Chair of the Human Resources Committee for Families First of Palm Beach County, as well as an active alumnus of Leadership Palm Beach County and a past co-chair of the Class Project Committee. During law school, Bari served as a Certified Legal Intern at the Equal Employment Opportunity Commission.

REPRESENTATIVE EXPERIENCE

- » Represented several companies in difficult OFCCP compliance reviews and brought them to closure with minimal violations and reporting requirements.
- » Successfully challenged OFCCP's jurisdiction on behalf of health care entities.
- » Resolved high exposure FLSA matter where client had no records for significantly less than estimated damages.
- » Prepared initial AAP for construction contractor; facilitated

implementation of AAP requirements; and, represented and defended same contractor from desk audit through on-site review.

- » Regularly represents clients before the EEOC and state and local human rights commissions in multiple charges of age, disability, race, and gender discrimination, harassment and/or retaliation claims.
- » Represents employers in U.S. Department of Labor investigations and on-site audits.
- » Investigated complaints of harassment at a private membership club, a water management district and a law firm and recommended corrective action.
- » Represented client in on-site AAP audit by the Office of Federal Contract Compliance Programs audit (OFCCP)
- » Developed Handbook and multiple State Addendum for national client
- » Represented client in I-9 audit by the U.S. Department of Homeland Security

HONORS & AWARDS

- » Nominated for the "Leadership Excellence Award" by Leadership Palm Beach County, February 2015
- » *Florida Trend* magazine, "Legal Elite" (2015, 2016, 2017)

MEMBERSHIPS

- » American Bar Association
- » Florida Bar Labor and Employment Law Section
- » Palm Beach County Bar Association
- » Board of Directors, Member and Chair of Human Resources Committee, Families First of Palm Beach County
- » Alumnus, Leadership Palm Beach County
- » Society for Human Resource Management, Palm Beach County Chapter

EVENTS & PRESENTATIONS

- » August 15, 2017 - "Handling Marijuana in the Workplace," Chamber of Commerce of the Palm Beaches Health Care Committee Seminar
- » April 12, 2017 - "The ABC's of Employment," 2017 Knowledge Series - Chamber of Commerce of the Palm Beaches

- » January 12, 2017 - "Starting Off on the Right Foot," 2017 Knowledge Series - Chamber of Commerce of the Palm Beaches
- » November 01, 2016 - "What do Sutton's Law, the Pareto Principle and Ockham's Razor have to do with the Fair Labor Standards Act?" - West Palm Beach

NEWS & INSIGHTS

- » July 06, 2016 - Bari Goldstein Named "Florida Legal Elite" by Florida Trend Magazine
- » April 22, 2016 - "Law360 Names Attys Who Moved Up The Firm Ranks In Q1"
- » March 15, 2016 - FordHarrison's Affirmative Action Program Workshop
- » March 04, 2016 - FordHarrison Names West Palm Beach-Based Attorney Bari Goldstein as Partner
- » March 03, 2016 - FordHarrison Attorneys Presenting Seminar Series for the Chamber of Commerce of the Palm Beaches

OFFICE

- » West Palm Beach:
1450 Centrepark Boulevard
Suite 325
West Palm Beach, Florida 33401



CRA BOARD MEETING OF: February 13, 2018

CRA ADVISORY BOARD

AGENDA ITEM: 15.A.

SUBJECT:

Approval of CRA Advisory Board Meeting Minutes - January 4, 2018

SUMMARY:

See attached minutes.

CRAAB RECOMMENDATION:

Approved the January 4, 2018 CRA Advisory Board Minutes

ATTACHMENTS:

Description

- ▣ **January 4, 2018 CRAAB Minutes**



**MINUTES OF THE CRA ADVISORY BOARD MEETING
IN CHAMBERS AT CITY HALL
100 E. BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA 33435
HELD ON THURSDAY, January 4, 2018, AT 6:30 P.M.**

PRESENT:

Linda Cross, Chair
Robert Pollock, Vice Chair
Allen Hendricks
Rick Maharajh
James DeVoursney (arrived at 6:37 p.m.)

Thuy Shutt, Assistant Director, CRA
Theresa Utterback, Development Services
Manager
Bonnie Nicklien, Administrative Services
and Grant Manager, CRA
Lisa Edmondson, Prototype, Inc.

ABSENT:

Thomas Murphy, Jr.

I. Call to Order

The meeting was called to order at 6:30 p.m.

II. Roll Call

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

The Pledge of Allegiance was recited.

III. Agenda Approval

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

B. Adoption of Agenda

Motion made by Mr. Maharajh, seconded by Mr. Hendricks, to adopt the agenda as presented. In a voice vote, the motion passed unanimously (4-0), with Dr. DeVoursney not yet arrived.

IV. Information Only

A. Financial Report Period Ending December 31, 2017

V. Public Comment

Susan Oyer, 140 SE 27 Way, said that her neighborhood has a holiday decorating contest, and it has improved the morale of her neighborhood. She would like to see the City and the CRA promote a contest, whether it is for businesses or residential. She talked about competitions in other cities and thought it would become a tourist attraction.

When Mr. Maharajh asked if she was willing to spearhead the effort on a volunteer basis, and she said she would.

[Dr. DeVoursney arrived at 6:37 p.m.]

VI. Consent

A. Approval of CRA Advisory Board Meeting Minutes - December 7, 2017

Motion made by Mr. Hendricks, seconded by Dr. DeVoursney, to approve the minutes of the December 7, 2017, meeting. In a voice vote, the motion passed unanimously (5-0).

VII. Assignments

A. Pending Assignments from November 14, 2017, CRA Board Meeting

1. Review and Discuss the CRA Special Events Grant

Ms. Shutt recapped the assignment and referred to the attachments in the backup. She noted that the Statute does not mention what the CRA can do in terms of paying for special events. The Attorney General stated an opinion with respect to funding entities promoting tourism and social benefitting programs which departs from the Statutory requirements for CRAs. The opinion stated that events should be done on a case-by-case basis, and are not prohibited outright.

Ms. Shutt stated that the CRA is allowed to consider certain aspects of the policy and can recommend alternative funding sources.

Ms. Shutt elaborated that the Boynton Beach incubator program was funded through the library grant. The incubator program is limited to economic development for job creation and entrepreneurship, but has to be specific to certain industries that connect to the CRA plan and benefit the CRA District.

Vice Chair Pollock feared that using the special events grants would open the CRA up to a lot of organizations wanting handouts. He would prefer the money be spent in the CRA.

Chair Cross agreed, noting that the Statutes previously looked at were specific to property, from buying it to improving it. She wanted to recommend to the CRA Board that they do not pursue the special events grants.

Ms. Shutt commented that several bills are now being discussed in the legislature (SB432 and HB17) in which special events are not going to be allowed to be funded by CRA dollars.

Chair Cross confirmed that the memorandums cover what the CRA can spend with its TIF money. Ms. Shutt pointed out the CRA has already spend over \$25 million on the marina for beautification, etc. They hope that the revenue from the marina would help cover upkeep and maintenance.

Mr. Hendricks noted that they believe that promoting activities in the CRA area is a good thing, but they need to figure out how to do it, perhaps by getting the City involved. He suggested identifying what kind of events they want, and then pursue them.

Mr. Hendricks wondered how to classify some activities, such as a Treasure Hunt - whether they would be special events or special programs.

Ms. Shutt suggested they might be able to recommend activities to promote "Destination Boynton." She advised following a conservative course of action, staying with what is allowable: brick and mortar, infrastructure, community policing, and economic development case-by-case.

If they were found to be in violation of the Statute, Ms. Shutt said they would probably be audited. The Chair of the CRA Board would have to appear before the State and explain the actions of the CRA.

Mr. Hendricks asked what was meant by the "AGUIS." Ms. Shutt said it is a grant for nonprofits to be able to fund programs and projects that will further economic development, affordable housing, and two other categories. She said that Boynton Beach has a nonprofit organization grant program, but it is limited to economic development for job creation and entrepreneurship, and the industries have to comply with industries mentioned in the CRA plan. There is \$125 million in the program.

Mr. Hendricks wanted to work with the City partners to get the best results.

Ms. Shutt mentioned that the cycle is still open for the grant. They could fund for job fairs related to economic development in the CRA district to benefit the District and its occupants.

Chair Cross reminded the Board that their task is to discuss the special events grant, and she thought they should not pursue them. Mr. Hendricks commented they should focus on opportunities and coordinate with the City.

Motion made by Mr. Hendricks, seconded by Dr. DeVoursney, that the CRA Advisory Board recommends that:

- a) The CRA not pursue special events grants considering the restrictions on use of TIF monies by CRAs; and
- b) To coordinate more with the City on ways the CRA can support events sponsored by the City within the CRA District.

In a voice vote, the motion passed unanimously (5-0).

B. Reports on Pending Assignments - None

C. New assignments from December 12, 2017 CRA Board Meeting - None

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

A. Old Business - None

B. New Business - None

IX. Future Agenda Items

A. David Scott, Director of Economic Development and Strategy, City of Boynton Beach, Presentation Regarding the Local Vendor Process (February)

X. Adjournment

The Unity Festival celebration and movie were announced.

Vice Chair Pollock mentioned they have a good group on the Board, and he was glad that a member resigned who was causing a distraction.

Hearing no further business, the meeting was adjourned at 7:12 p.m.

[Minutes transcribed by J. Rubin, Prototype, Inc.]



AGENDA ITEM: 16.F.