
BOCA PADDLE CLUB



RESPONSE TO RFP. 2023-04

REQUEST FOR PROPOSAL TO DESIGN, FINANCE, DEVELOP
AND OPERATE RACQUET SPORT FACILITY

BOCA RATON, FLORIDA

INTRODUCTION



9657 Vescovato Way
Boca Raton, FL 33496

July 20, 2023

Board of Commissioners
Greater Boca Raton Beach & Park District
21618 St. Andrews Boulevard
Boca Raton, FL 33433

Dear Board of Commissioners,

We are pleased to present our proposal for the design, finance, development, and operation of a racquet sport facility. Our company, Boca Paddle LLC is a very well capitalized entity, comprised of local business professionals, that are long time Boca Raton residents, who have experience in managing racquet sports, real estate development and food & beverage. Our plan will provide a unique recreational facility for the residents with no financial impact on the taxpayers. In addition, since Boca Paddle LLC is comprised of local residents, our plan is to own this facility, for the entire length of the license agreement with the district.

Boca Paddle's plan is to construct an indoor 58,000 square foot facility, with indoor 14 pickleball courts, two padel courts and a food and beverage establishment. Plus, we will also have eight outdoor pickleball courts, and two outdoor padel courts. The layout and design fits into the district's long term masterplan for this site, and will provide parking for its planned walking trails to the south and north.

Finally, this facility will be designed and constructed to meet or exceed the minimum standards for hurricane resistance in public buildings, (as established by Florida statute), and will incorporate sustainable elements to minimize environmental impacts. In fact, this facility may be used by the City of Boca Raton for an evacuation shelter for any hurricanes.

Thank you for this opportunity and we look forward to hearing from the district soon.

Sincerely,

Brian Levine

Malcolm Butters
Catherine Butters

Mitch Robbins

Stewart Davis

Brian Levine

Malcolm Butters

Mitch Robbins

Stewart Davis

Catherine Butters

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FIRM INFORMATION
EXPERIENCE
REFERENCES

BRIEF DESCRIPTION OF TEAM

Boca Paddle LLC is comprised of several prominent, experienced, respected and well capitalized individuals. All of whom are long term residents of the City of Boca Raton. Each brings unique individual skills that will enable the Boca Paddle Club to succeed and prosper.

TEAM PHILOSOPHY: To create a vibrant, affordable, unique recreational and cultural amenity for the residents of Boca Raton, as well as provide a sustainable revenue stream for the District.

MEMBERS/OWNERS

	SHAREHOLDER/ MEMBER NAME	AREA OF EXPERIENCE	YEARS OF EXPERIENCE
	Brian Levine	Former CEO of Major League Pickleball Nationally ranked Senior Pro pickleball player Former partner of Goldman Sachs Board member of University of Florida Athletic Association City Pickle's Advisory Board Boca Raton Resident	1 years 3 years 25 years
	Stewart B. Davis M.D.	Medical doctor by education and training Entrepreneur in medical devices and medical technology Investment banker, currently Managing Director- City Capital Advisors Currently, 5.0+ tournament singles and doubles Pickleball player PPR Certified Pro Level Pickleball instructor Boca Raton Resident	20 years 7 years
	Malcolm Butters	Contractor/Developer-Butters Construction & Development Recreational-Developer/Constructor Boca Ice 7x NAIOP Developer of the Year Boca Raton Resident	35 years 2 years
	Catherine Butters	Resident of Boca Raton Television and commercial actress President of Catherine's Hope for a Cure Boca Raton Resident	30 years 20 years
	Mitchell Robbins	Restaurateur-Farmers Table Red Pine Hospitality-Wyndham Hotel Recreational-Owner/Partner Boca Ice Boca Raton Resident	10 years/1year 10 years 2 years

SUBCONTRACTORS FOR THE FACILITY

ARCHITECT	Juan Caycedo-Principal	RLC/IBI Design Boca Raton, Florida
LEGAL	Bonnie Miskel	Dunay, Miskel, Backman Boca Raton, Florida
INTERIOR DESIGN	Linda Allarid	LA Design Boca Raton, Florida
CIVIL ENGINEER	Howard Deichert	DCES Engineering Boca Raton, Florida
PICKLEBALL OPERATOR	City Pickle Advanced discussions with established pickleball operators such as City Pickle to potentially JV with Boca Paddle. Reference link: https://frontofficesports.com/major-league-pickleball-draft-hosted-in-new-yorks-central-park/	New York, NY

SIMILAR PROJECTS COMPLETED BY TEAM MEMBERS

UNIQUE QUALIFICATIONS: Boca Paddle LLC is uniquely positioned to design, construct, finance and operate a racquet facility. Its principals bring over 100 years of management and business acumen that has resulted in the successful creation and operation of a variety of companies involved in recreational, hospitality, food/beverage, construction, development and marketing activities.

**CASE STUDY
BOCA ICE & FINE ARTS
CENTER:**

As an example, several of our members are the operators, developers/contractor and/or owner of the successful Boca Ice facility. Boca Ice is South Palm Beach County’s only ice arena. It contains (2) sheets of ice in a beautiful 60,000 square foot facility.

The facility has done extremely well hosting several thousand visitors a month. It has also hosted numerous tournaments and charitable events. All financing was done with private equity with no subsidies from local, state or county agencies.



PROJECT APPROACH

PROJECT ASPIRATIONS & WHY OUR PROPOSAL WILL BE THE BEST PROJECT

The goal of Boca Paddle is to create a racquet facility that will be an open, affordable, venue that will provide a means of connecting all members of our community through racquet sports. We will offer over 200 hours of playing time per day in a climate-controlled environment, while also providing a food and beverage area for socializing with friends, family and neighbors.



The residents of the City of Boca Raton will enjoy an indoor climate-controlled facility, to escape the heat and unpredictable weather conditions. This will offer predictable playing times and avoid the disruptions caused by rain, excessive heat, especially midday when most residents don't play outside, as well as the winds that play havoc with pickleballs, which weigh less than an ounce. The indoor courts will allow all to enjoy the sport safely.

The ownership of Boca Paddle is an experienced team, with major connections in the pickleball industry, with a proven track record in the City of Boca Raton, developing first class recreational and cultural facilities.

In addition, this complex will be built with sustainable building materials and practices, and designed to FEMA standards, so as to allow it to be used as an emergency shelter during hurricanes, or other emergencies.

BOCA PADDLE WILL OFFER:

- **LEAGUES**
- **CLINICS**
- **GROUP & PRIVATE LESSONS**
- **TOURNAMENTS**
- **CHARITY EVENTS**
- **200 PLUS HOURS OF DAILY PLAYING OPTIONS**
- **COURT TIME FOR LOCAL YOUTH CENTERS**
- **CORPORATE EVENTS**

This will enhance the brand of the City of Boca Raton, create a unifying force for its residents, and bring in tourists to help support local business.

GENERAL PROJECT INFORMATION

SIZE:	58,000 square foot indoor facility Approximately 7 acres of land
RAQUET COURTS:	14 indoor pickleball courts 2 indoor padel courts 8 outdoor pickleball courts 2 outdoor padel courts
OTHER FEATURES:	<ul style="list-style-type: none">• Indoor food and beverage• 2 level viewing area• Locker rooms
TOTAL PROJECT COST:	Approximately \$14.5 million (See breakdown enclosed)
SOURCE & STATUS OF FUNDING	<ul style="list-style-type: none">• All cash, no debt• Cash secured in bank
COMMITMENT REQUIRED FROM DISTRICT:	49 year concession agreement See brief details enclosed
OWNERSHIP:	Boca Paddle LLC
OPERATIONAL & MANAGEMENT:	Boca Paddle LLC will operate the facility, as the partnership has extensive experience in managing hospitality, recreational and food beverage facilities.
MAINTENANCE:	All maintenance will be the responsibility of Boca Paddle LLC without any contributions from the District or the City of Boca Raton.
POSSIBLE OWNERSHIP TRANSFER:	Open for future discussion
FINANCIAL BENEFITS TO THE DISTRICT:	Boca Paddle is proposing the following profit sharing arrangement. Percentage rent follows: 3% Gross receipts years 1-10 4% Gross receipts years 11-20 5% Gross receipts years 21-49 (See projections of gross revenue to City)

PROJECT SITE PLAN



BOCA TEECA - SITE PLAN



FLOOR PLAN



COURT DATA

- INDOOR PICKLEBALL 14
- OUTDOOR PICKLEBALL 8
- INDOOR PADDLE BALL COURT 2
- OUTDOOR PADDLE BALL COURT 2

TOTAL COURTS 26

BOCA TEECA - FLOOR PLAN

RENDERINGS



PROPOSED SCHEDULE

JULY 20, 2023	<ul style="list-style-type: none"> • Submit response to RFP
AUGUST 2023	<ul style="list-style-type: none"> • Be selected as preferred operator/concessionaire for racquet facility
SEPTEMBER-DECEMBER 2023	<ul style="list-style-type: none"> • Finalized concession agreement with District • Work with District on development plans for the racquet facility
JANUARY-JUNE 2024	<ul style="list-style-type: none"> • Submit plans into City of Boca Raton for site plan approval • Receive final site plan approval June 2024
JULY-AUGUST 2024	<ul style="list-style-type: none"> • Finish all plans for construction and permitting
SEPTEMBER-DECEMBER 2024	<ul style="list-style-type: none"> • Submit and receive all City and County permits to build facility
JANUARY-AUGUST 2025	<ul style="list-style-type: none"> • Construction of facility
SEPTEMBER 2025	<ul style="list-style-type: none"> • Facility opens to public

PROPOSED BUDGET

BOCA PADDLE 7/1/2023

LAND	\$0.00
CONSTRUCTION HARD COSTS	
Shell/Site/Interior	\$12,000,000.00
FFE	\$500,000.00
DESIGN FEES	
Architect-RLC (Shell/Civil/Structural/Landscape)	\$220,000.00
PERMITS	
Boca Building Department	\$200,000.00
Boca Engineering Fee	\$200,000.00
South Florida Water Mgt/Lake Worth/ Palm Beach Health	\$12,000.00
Community Median Beautification Fee	\$25,697.00
Water Connection Fees	\$20,000.00
IMPACT FEES	
Palm Beach Trafficc Concurrency Fee	\$125,000.00
CONTINGENCY	\$500,000.00
SOFT COSTS	
Traffic Study	\$5,000.00
Appraisal	\$5,000.00
Land Closing Costs	\$100,000.00
Real Estate Taxes PAId (2 Years)	\$60,000.00
Builders Risk Insurance	\$50,000.00
Survey	\$10,000.00
Geotech Study	\$10,000.00
Phase I Environmental	\$5,000.00
Legal Fees →	Land Use= \$50,000.00 Transactional= \$50,000.00
Operational Income	\$300,000.00
TOTAL COST	\$14,447,697.00

PROJECTED INCOME AND REVENUE & PROJECTED REVENUE STREAM FOR THE DISTRICT

ANNUAL INCOME PROJECTIONS BOCA PADDLE

	YEARS 1-5	YEARS 6-10	YEARS 11-15	YEARS 16-20	YEARS 21-25	YEARS 26-30	YEARS 31-35	YEARS 36-40	YEARS 41-49
ANNUAL REVENUE	\$4,500,000	\$5,000,000	\$5,500,000	\$6,000,000	\$6,500,000	\$7,000,000	\$7,500,000	\$8,000,000	\$8,500,000
ANNUAL OPERATING EXPENSES (-)	(\$2,500,000)	(\$2,700,000)	(\$2,900,000)	(\$3,100,000)	(\$3,300,000)	(\$3,500,000)	(\$3,700,000)	(\$3,900,000)	(\$4,100,000)
ANNUAL DISTRICT SHARING REVENUE (-)	(\$135,000)	(\$150,000)	(\$220,000)	(\$240,000)	(\$325,000)	(\$350,000)	(\$375,000)	(\$400,000)	(\$425,000)
ANNUAL NET OPERATING PROFIT	\$1,865,000	\$2,150,000	\$2,380,000	\$2,660,000	\$2,875,000	\$3,150,000	\$3,425,000	\$3,700,000	\$3,975,000
TOTAL PAID TO DISTRICT FOR 5 YEAR PERIOD	(\$675,000)	(\$750,000)	(\$1,100,000)	(\$1,200,000)	(\$1,625,000)	(\$1,750,000)	(\$1,875,000)	(\$2,000,000)	(\$2,125,000)
TOTAL PROJECTED REVENUE TO BE PAID TO DISTRICT OVER 49 YEARS TERM									(\$13,100,000)

MARKETING PLAN

Boca Paddle will offer a comprehensive marketing program to include:

- **TOURNAMENTS**
- **CHARITY EVENTS INCLUDING FOR MAJOR LEAGUE PICKLEBALL'S NEWLY ANNOUNCED PHILANTHROPIC ARM, "PICKLEBALL CARES"**
- **CORPORATE TEAM BUILDING**
- **DIVERSITY**
- **CAMPS-CHILDREN**
- **CLINICS-WOMEN/MEN/SINGLES/SENIOR CITIZENS**
- **DISCOUNTED HOURLY RENTALS TO CITIZENS OF BOCA RATON**
- **MEMBERSHIP WILL PROVIDE ADVANCED BOOKING PRIVILEGES**
- **GUEST/NON-RESIDENTS WILL BE ALLOWED TO PLAY AT NON-DISCOUNTED RATES**
- **POTENTIAL HOME FOR A MAJOR LEAGUE PICKLEBALL TEAM OR EVENT(S)**

RELATED EXAMPLES OF THE UNIQUE ACCESS OUR OWNERSHIP GROUP CAN BRING TO THIS FACILITY:

- **MLP's local club Miami PC (whose ownership includes Naomi Osaka, Nick Kyrgios and Patrick Mahomes) is still looking for a "home base" - <https://www.majorleaguepickleball.net/team/miami-pickleball-club/>**
- **Bloomberg segment from last month where the host and Brian Levine talk about the growth of the sport (and courts) - <https://youtu.be/hZ1hkViWirY?t=536>**

BRIEF SUMMARY OF TERMS & CONDITIONS OF CONCESSION AGREEMENT

PARTIES TO AGREEMENT	<ul style="list-style-type: none">• Concessionaire: Boca Paddle LLC• Greater Boca Raton Beach and Park District (“District”)
PURPOSE	To build, finance and operate a racquet facility and other uses as permitted.
TERM	<ul style="list-style-type: none">• 49 years initial term• (2) 25-year renewal terms
EXCLUSIVITY	Boca Paddle LLC will have exclusive rights to operate indoor racquet facility on District Property
CONSTRUCTION	<ul style="list-style-type: none">• Boca Paddle will use own funds to build, operate and maintain the facility• District reserves the right to approve all plans
MINIMUM RENT/PERCENTAGE FEES	Concessionaire to pay the District: Percentage rent as follows: <ul style="list-style-type: none">• 3% Gross Receipts / Years 1-10• 4% Gross Receipts/ Years 4-20• 5% Gross Receipts/ Years 21-49
SALES TAX	Concessionaire to pay all State Sales uses tax and any County Personal and/or Real Property Taxes
OPERATION SCHEDULE	<ul style="list-style-type: none">• Facility to operate 7 days a week• Hours 7am to 10 pm• Concessionaire reserves the right to close facility for Federal Holidays for maintenance/repairs
CONTRACT ADMINISTRATOR	Contract administrator shall be the choice of the District
PERMITTED ACTIVITIES	<ul style="list-style-type: none">• Racquet sports• Other indoor sports such as basketball/volleyball• Sale of related sports merchandise• Food/beverage sales, including beer/wine• Corporate events• Birthday parties• Charity events• Tournaments• Exhibitions• Camps• Cultural events/art fairs
HURRICANE SHELTER	The Concessionaire shall cooperate with the District and the City of Boca Raton so as to make the facility available as a hurricane shelter. Concessionaire compensation for lost revenue and operating expenses as a result of said use to be negotiated in the formal concession agreement.

TERMINATION WITHOUT CAUSE BY CONCESSIONAIRE

- If Concessionaire terminates the agreement, without cause, Concessionaire will not receive any reimbursement for any expenses or cost associated with the construction, financing and operation of the facility and Concessionaire will be relieved of all obligations.

TERMINATION WITHOUT CAUSE BY DISTRICT

If District terminates the Concession Agreement, without cause, then the District will compensate Concessionaire as follows:

1. Reimbursement of all costs of all improvements, less straightline depreciation
2. Plus, value of the ongoing business, as determined by third party appraiser
3. Said termination will not be available during years 1-10

TERMINATION WITH CAUSE BY DISTRICT

1. Available only if Concessionaire commits fraud or felony
2. To be further negotiated in formal agreement

COVENANT OF NON-SUBORDINATION

Concessionaire will not subordinate District's interest to any financing

INDEMNIFICATION

Concessionaire will indemnify District and the City of Boca Raton from any claims, liability, loss arising from negligence or cation of Concessionaire or employees or subcontractors, resulting from the operation or use of the racquet facility.

INSURANCE AND BONDS

- Concessionaire agrees to secure performance and payment bonds for the construction of the racquet facility
- Concessionaire to secure adequate insurance with a best rate insurance companies for replacement value and liability in amount to be negotiated during formal agreement

AFFIDAVITS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1 Dated June 13, 2023

Addendum #2 Dated June 5, 2023

Addendum #3 Dated _____

Addendum #4 Dated _____

Addendum #5 Dated _____

Addendum #6 Dated _____

Addendum #7 Dated _____

Addendum #8 Dated _____

Addendum #9 Dated _____

Addendum #10 Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Boca Paddle LLC

Firm Name

DocuSigned by:
Stewart Davis

Signature

Stewart Davis, Manager

Name and Title (Print or Type)

July 20, 2023

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the District, including all Conflict-of-Interest provisions.

Firm Name: Boca Paddle LLC

9657 Vescovato Way, Boca Raton, FL 33496
Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): 954.263.7839

Fax Number(s): _____

Email Address: SBDAVIS1@GMAIL.COM

Federal Employer Identification Number:
93-2233542

Prompt Payment Terms: _____ % _____ days' net _____ days

Signature: 

478AA220CF6647D...
(Signature of authorized agent)

Print Name: Stewart Davis

Title: Manager

Date: July 20, 2023

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE DISTRICT MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens.

Furthermore, all Proposers must disclose the name of any District employee or officer who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the District the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any District duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Boca Paddle LLC
Firm Name


Signature

Stewart Davis, Manager
Name and Title (Print or Type)

July 20, 2023
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Boca Paddle LLC

Firm Name

DocuSigned by:

Stewart Davis

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Signature

Stewart Davis, Manager

Name and Title (Print or Type)

July 20, 2023

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the Greater Boca Raton Beach & Park District in order to perform the service. Upon request from the Greater Boca Raton Beach & Park District's custodian of public records, Contractor shall provide the Greater Boca Raton Beach & Park District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Contractor shall transfer, at no cost, to the Greater Boca Raton Beach & Park District all public records in possession of the Contractor or keep and maintain public records required by the Greater Boca Raton Beach & Park District in order to perform the service. If the Contractor transfers all public records to the Greater Boca Raton Beach & Park District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Greater Boca Raton Beach & Park District, upon request from the Greater Boca Raton Beach & Park District's custodian of public records, in a format that is compatible with the information technology systems of the Greater Boca Raton Beach & Park District.

Acknowledged:

Boca Paddle LLC

Firm Name

DocuSigned by:
Stewart Davis
475AA2206F4047D...

Signature

Stewart Davis, Manager

Name and Title (Print or Type)

July 20, 2023

Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Broward

Before me, the undersigned authority personally appeared Stewart Davis, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Manager of Boca Paddle LLC, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: 2023-04 Title: Development of a recreational sport facility

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Stewart Davis
Signature

Subscribed and sworn to (or affirmed) before me this 14th day of July 2023 by Stewart Davis, who is personally known to me or who has produced driver license - (D120-782-79-285-0) as identification.



Notary Signature [Signature]
Notary Name: Latoya Washington
Notary Public (State): Florida
My Commission No: HH 110909
Expires on: 3/29/2025

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: Stewart Davis

Title: Manager

Date: July 20, 2023

Signature:  473AA220CP4847D...

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the Greater Boca Raton Beach & Park District, Palm Beach County, Florida.

As Obligee, hereinafter called the District, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the District in accordance with the Solicitation specifications prepared by the District, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the District.

Whenever Contractor shall be and declared by the District to be in default under the Contract, the District having performed District's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the District elects, upon determination by the District and the Surety jointly of the most responsible Bidder, arrange for

a Contract between such Bidder and the District, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the District to Contractor under the contract and any amendments thereto, less the amount properly paid by the District to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the heirs, executors, administrators, or successors of the District.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the Greater Boca Raton Beach & Park District, Palm Beach County, Florida.

As Obligee, hereinafter called the District, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the District in accordance with the Solicitation specifications prepared by the District, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____ as the agent of each of them to

receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the heirs, executors, administrators, or successors of the District.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____
ISSUANCE DATE: _____

APPLICANT:

{Name of Corporation} _____
{Address} _____
{City, State, Zip} _____

BENEFICIARY:

Greater Boca Raton Beach & Park District
21618 St. Andrews Blvd.
Boca Raton, FLORIDA 33433

FOR U.S.D. \$ _____

DATE OF EXPIRATION: _____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, GREATER BOCA RATON BEACH & PARK DISTRICT, FLORIDA (HEREINAFTER "PBG") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE EXECUTIVE DIRECTOR OF THE GREATER BOCA RATON BEACH & PARK DISTRICT CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** _____ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE

DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF PALM BEACH GARDENS TO ENFORCE THIS LETTER OF CREDIT SHOULD PBG PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:

{Name of Bank Branch} _____

{Address} _____

{City, State, Zip} _____

ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____

{Name} _____

{Title} _____

SAMPLE PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Proposer)

as Principal, hereinafter called Contractor, and _____

(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the Greater Boca Raton Beach & Park District, Palm Beach County, Florida, as Obligee, hereinafter called the District, in the amount of _____, (\$ _____), for the payment whereof, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20__, entered into a Contract with the District in accordance with Solicitation specifications RFP _____ prepared by the District, hereinafter referred as the Contract; and

WHEREAS, all of the terms and conditions of the Contract, including, but not limited to the Contractor and Surety's obligation for liquidated damages, the Contractor's and Surety's acknowledgment of all provisions referring to or related to "no damages for delay" as well as all warranty and guarantee provisions are hereby incorporated herein and made a part hereof by reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____ 20__ between Principal and Owner for Design/Build Public Services Operations Center, the contract being made part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1)(a), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Public Construction Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with section 255.05, Florida Statute.

9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in the County in which the Project or any part thereof, is situated (i.e. Palm Beach County) and not elsewhere.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due. No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the heirs, executors, administrators, or successors of the District.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

EXHIBIT A CONCEPTUAL MASTER



LEGEND:

- | | | |
|-----------------------------|-----------------------------------|--------------------------------------|
| 1. MULTIPURPOSE TRAIL | 11. GOLF SUPPORT FACILITY | 21. TENNIS COURTS |
| 2. PLAYGROUND | 12. MOUNTAIN BIKE/HIKING TRAIL | 22. CENTRAL FITNESS AREA |
| 3. RESTROOMS | 13. DOG PARK | 23. SPLASH PAD |
| 4. PARKING | 14. COMMUNITY GARDEN | 24. BOARDWALK |
| 5. CLUBHOUSE | 15. BUTTERFLY/BOTANICAL GARDEN | 25. PAVILION |
| 6. DRIVING RANGE | 16. MUNICIPAL SUPPORT/MAINTENANCE | 26. OPEN GREEN |
| 7. PUTTING COURSE | 17. RACQUET CENTER | 27. FIELD HOUSE |
| 8. PRACTICE GREEN | 18. INDOOR PICKLEBALL/TENNIS | 28. COMPETITION POOL & PRACTICE POOL |
| 9. SHORT COURSE | 19. PICKLEBALL COURTS | |
| 10. EXECUTIVE 9-HOLE COURSE | 20. PADEL COURTS | |

OCEAN BREEZE PRELIMINARY MASTER PLAN



EXHIBIT B
GREATER BOCA RATON BEACH & PARK DISTRICT ENABLING LEGISLATION

GREATER BOCA RATON BEACH & PARK DISTRICT

CHAPTER 2003-313

LAWS OF FLORIDA

CHAPTER 2003-313

House Bill No. 297

An act relating to the Greater Boca Raton Beach and Park District, Palm Beach County, an independent special district of the state; codifying, amending, and reenacting special laws relating to the district; providing legislative intent; repealing chapters 74-423, 75-330, 76-323, 82-350, 85-481, and 97-330, Laws of Florida, relating to the district; providing for liberal construction; providing for severability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Pursuant to section 189.429, Florida Statutes, this act constitutes the codification of all special acts relating to the Greater Boca Raton Beach and Park District. It is the intent of the Legislature in enacting this law to provide a single, comprehensive special act charter for the district, including all current legislative authority granted to the district by its several legislative enactments and any additional authority granted by this act. It is further the intent of this act to preserve all district authority, including the authority to annually assess and levy against the taxable property in the district a tax not to exceed 2 mills on the dollar of assessed valuation.

Section 2. Chapters 74-423, 75-330, 76-323, 82-350, 85-481, and 97-330, Laws of Florida, relating to the Greater Boca Raton Beach and Park District, are codified, reenacted, amended, and repealed as herein provided.

Section 3. The Greater Boca Raton Beach and Park District is re-created, and the charter for the district is re-created and reenacted to read:

Section 1. Independent special district.—The Greater Boca Raton Beach and Park District for the purposes of this act is created into an independent special district of the State of Florida. Which said district shall embrace and include the following described property lying in Township 46 and 47 South, Ranges 42 and 43 East, Palm Beach County, Florida:

Begin at the intersection of the Mean High Water Line of the Atlantic Ocean and the Broward County - Palm Beach County Line; thence run Westerly along said Broward County - Palm Beach County Line to a point of intersection with the Easterly Right-of-Way Line of the Florida State Turnpike, according to the Right-of-Way maps as recorded in the Public Records of Palm Beach County, Florida; thence run Northerly along the Eastern Right-of-Way Line of said Turnpike through Section 33, 28, 21, 16, 9 and 4 to a point on the Township line between Townships 46 and 47 South, said point located where the Township line intersects the Easterly Right-of-Way of Florida State Turnpike; thence run Easterly along said Township line to a point of intersection with the Westerly corporate limit boundary of the City of Boca Raton which lies in Section 31, Township 46 South, Range 43 East; thence run Northerly along the West line of said corporate limit boundary which lies in Section 31, to a point of intersection with the North boundary of Sections 31, said point also being on the center line of the Central and Southern Florida Flood

Control District C-15 Canal; thence Easterly along the center line of said C-15 Canal through the Easterly part of Section 31, and Sections 32 and 33, Township 46 South, Range 43 East to the intersection with the center line of the Right-of-Way of the Intracoastal Waterway; thence run South-erly along the center line of the Right-of-Way of the Intracoastal Water-way through Section 33, Township 46 South, Range 43 East and Sections 4 and 9, Township 47 South, Range 43 East to a point of intersection with the center line of the Right-of-Way of the Intracoastal Waterway and a line at 1333.86 feet South of and parallel to the North line of Section 9, Township 47 South, Range 43 East; thence run Easterly along a line which is 1333.86 feet South of and parallel to the North line of Section 9 to the Mean High Water Line of the Atlantic Ocean; thence run South-erly along the Mean High Water Line of the Atlantic Ocean to a point to intersection with the County Line between Palm Beach County and Broward County, said point being the Point of Beginning.

Section 2. Board of commissioners; elections; bond required.—

(1) The district shall be governed by a board of five commissioners. Three of the commissioners shall reside within the corporate boundary of the City of Boca Raton and the remaining two commissioners shall reside within the remainder of the district. All of the commissioners shall be elected at large by the qualified electors of the district as follows: The commission seats shall be numbered one through five with seats one through three for commissioners residing within the City of Boca Raton and seats four and five for commissioners residing within the remainder of the district. Odd-numbered seats shall be filled for 4-year terms by those commissioners elected in 2000 and even-numbered seats shall be filled for 4-year terms by the commissioners elected in 2002. Thereafter, all terms shall be of 4 years in length. The commissioners shall be electors qualified to vote in order to be eligible for election to the board of commissioners. The commissioners shall be known and designated as the Board of Commissioners of the Greater Boca Raton Beach and Park District. The terms of commissioners serving on the effective date of this act shall expire upon the assumption of office of commissioners elected pursuant to this section.

(2) A majority of the members of the board of commissioners shall constitute a quorum. On any vote of the board to set the annual millage, set the annual budget, or carry out any of the purposes of this act as enumerated in Section 3, a minimum of three affirmative votes shall be necessary. The board shall cause true and accurate minutes and records to be kept of all business transacted by it and shall keep full, true, and complete books of account and minutes, which shall at all reasonable times be open and subject to the inspection of the public.

(3) The terms of office of each commissioner shall begin on January 1 following the election at which the commissioner is elected. The Governor shall have the power to remove any member of the board for cause and shall fill any vacancies that may at any time occur thereon. Should the City of Boca Raton municipal boundaries be changed through annexation to include the area wherein any elected commissioner of seat four or seat five resides, said commissioner shall serve only until the next election, at which time said

seat shall be filled by a commissioner residing in the area outside of the City of Boca Raton municipal boundaries and elected at large by the qualified electors of the district.

(4) Commissioners shall be elected at the first and second nonpartisan elections. The first nonpartisan election shall be held at the time of the first primary election provided for by section 100.061, Florida Statutes. The second nonpartisan election shall be held at the time of the second primary election provided for by section 100.091, Florida Statutes. No reference to political party affiliation shall appear on any ballot with respect to any candidate for the board. The board shall be elected on separate nonpartisan ballots in a form similar to that for the nonpartisan election of judicial officers. Candidates shall qualify with the Palm Beach County Supervisor of Elections no earlier than noon of the 50th day, and no later than noon of the 46th day, prior to the date of the election upon filing an oath or affirmation substantially the same as that required of judicial candidates by section 105.031(4), Florida Statutes.

(5) The board shall convene as soon as practicable after January 1 each year and shall elect a chair and such other officers as it determines necessary for the efficient management of the affairs of the district. Such officers shall hold office subject to an annual election by the board in January of each year.

(6) Each commissioner shall be required to give bond to the Governor for faithful performance of his or her duties in the sum of \$5,000 with a surety company qualified to do business in the state as surety, which bond shall be approved and kept by the Clerk of the Circuit Court of Palm Beach County. The premium on the bond shall be paid as part of the expenses of the district.

(7) Commissioners shall receive a compensation for attendance at a meeting of the board or a meeting attended by any commissioner at which the purposes, obligations, or business of the district is discussed or transacted. The amount of said compensation shall be equal to the dollar amount set forth in section 112.061(6)(a)1., Florida Statutes, as may be amended. In no event shall any commissioner receive compensation for more than one meeting per day.

Section 3. Purposes and obligations.—The purposes and obligations of the district shall be:

(1) To first reimburse the City of Boca Raton the actual costs of debt service of acquisition, maintenance, operation, and debt service of improvements of the real property commonly known as the Schine and Butler Tracts, more fully described as follows:

Parcel No. 1

That part of the South 1181.65 feet of the North 2571.65 feet of Government Lot 1, Section 21, Township 47 South, Range 43 East Palm Beach County, Florida, lying East of State Road A-1-A, together with riparian and littoral rights, if any, appurtenant thereto.

Parcel No. 2

Parcel B-1 and the South 200 feet of parcel B-3 as measured at right angles to the South Boundary thereof of Sun and Surf Club Community, a subdivision in Boca Raton, Florida, according to the plat thereof recorded in the Public Records of Palm Beach County, Florida, in Plat Book 27, beginning at Page 114, together with the riparian and littoral rights, if any, appurtenant thereto.

Parcel No. 3

That part of the South 618.35 feet of the North 1590 feet of Government Lot 1, Section 21, Township 47 South, Range 43 East, Palm Beach County, Florida, lying East of State Road A-1-A, together with all riparian and littoral rights, if any, appurtenant thereto.

Parcel No. 3A

The East 300 feet of Parcel B-3 in Sun and Surf Club Community, less the South 200 feet as measured at right angles to the South Boundary thereof of Sun and Surf Club Community, a subdivision in Boca Raton, Florida, according to the plat thereof recorded in the Public Records of Palm Beach County, Florida, in Plat Book 27, beginning at Page 114, together with riparian and littoral rights, if any, appurtenant thereto.

Parcel No. 3B

Parcel B-3 (except the East 300 feet thereof) in Sun and Surf Club Community, a subdivision in Boca Raton, Florida, according to the plat thereof recorded in the Public Records of Palm Beach County, Florida, in Plat Book 27, beginning at Page 114, together with riparian and littoral rights, if any, appurtenant thereto.

Parcel No. 4

The South 150 feet of the North 771.65 feet of Section 21, Township 47 South, Range 43 East, as the same is located by the boundary agreement and the plat recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 18, at Page 1, together with riparian rights and littoral rights, if any, appurtenant thereto.

Parcel No. 5

The South 142.98 feet of the North 621.65 feet of Government Lot 1, Section 21, Township 47 South, Range 43 East, Palm Beach County, Florida, together with riparian and littoral rights, if any, appurtenant thereto.

Parcel No. 6

The South 271.20 feet of Government Lot 4, Section 16, Township 47 South, Range 43 East, and the North 478.67 feet of Government Lot 1, Section 21, Township 47 South, Range 43 East; begin a parcel 749.87 feet in width extending from the ocean on the east to Lake Wyman and the

Intracoastal Waterway on the west and being the parcel designated as Parcel No. 2 on the plat recorded in plat Book 18, at Page 1, Palm Beach County Public Records, together with riparian and littoral rights, if any, appurtenant thereto.

Parcel No. 7

All that part of the North 699.83 feet of the South 971.03 feet of Section 16, Township 47 South, Range 43 East, lying between the waters of the Atlantic Ocean on the East and the waters of Lake Wyman on the West, together with riparian and littoral rights, if any, appurtenant thereto.

Parcel No. 8

That tract of land in Section 21, Township 47 South, Range 43 East, bounded as follows: On the East by the Atlantic Ocean; on the West by State Road No. A-1-A (formerly No. 140) as the same is now laid out and in use; on the North by a line parallel to and 2571.65 feet South of (measured at right angles) the North line of said Section 21; and on the South by a line parallel to and 2771.65 feet South of (measured at right angles) the North line of said Section 21, Palm Beach County, Florida.

Parcel No. 9

A tract of land in Section 21, Township 47 South, Range 43 East bounded as follows: On the East by the Atlantic Ocean; on the West by State Road A-1-A as the same is now laid out and in use; on the North by a line parallel to and 2,771.65 feet South of (measured at right angles) the North line of said Section 21 and on the South by a line parallel to and 2,871.65 feet South of (measured at right angles) the North line of said Section 21. Said tract of land lying in Boca Raton, Palm Beach County, Florida.

(2) To reimburse the City of Boca Raton from other available revenues of the district the actual costs of debt service of acquisition, maintenance, operation, and debt service of improvements on existing or future beach or park properties, or to acquire, maintain, operate, or improve beach or park properties as provided in Section 4.

Section 4. Powers.—The board shall have all the powers as a body corporate, including the power to sue and be sued under the name of the Greater Boca Raton Beach and Park District; to contract and be contracted with; to borrow money; to adopt and use a corporate seal; to purchase or lease such real and personal property as is necessary and proper to maintain office space required to accomplish the purpose of this act; to purchase, lease, or acquire through exercise of the power of eminent domain real property for beach or park purposes, subject to the concurrence of the City Council of the City of Boca Raton or to the approval of the district electorate by referendum, and to maintain, operate, or improve such property; and to carry out the provisions of this act in the manner hereinafter provided.

Section 5. Duties.—

(1) The board shall be authorized, empowered, and directed annually to levy upon all of the nonexempt real property and nonexempt tangible personal property and inventory in the district a sufficient tax necessary for the purposes and needs of said district incurred in the exercise of the powers and purposes herein granted. However, the tax levied shall not exceed, in any event, 2 mills unless approved by the electors residing within the district at a referendum election held for such purpose.

(2) The board shall also be authorized to accept donations from either private or governmental sources of any kind.

(3) If, in the sole judgment of the board, the purposes of this act have been undertaken and carried out by some other public or private body or corporation, then, in such event, the board is directed to withhold, reduce, or eliminate its expenditures, taking into consideration the expenditures that the other public or private body or corporation is obligated to expend in carrying out the same purposes of this act.

(4) Should the boundaries of the City of Boca Raton, by annexation, encompass the same boundaries as the district, then the district, upon retiring and satisfying all of its obligations and liabilities, shall cease to function and its assets shall be assigned and transferred to the City of Boca Raton or its corporate successor.

Section 6. Procedure for payment of funds.—The funds of the district shall be paid out only upon warrant signed by the chair of the board or a majority of the commissioners, and no warrant shall be drawn or issued against funds of the district except for a purpose authorized by this act.

Section 7. Purchases.—All purchases or leases of supplies, equipment, materials, or office space for use in the operation and maintenance of the district in excess of \$5,000 shall be approved by the board only after competitive bids have been sought from at least three different sources of supply. However, if less than three different sources are available, competitive bids shall be accepted from whatever sources are available. During emergencies, the board may, by resolution, authorize the purchase or lease of designated supplies and equipment in excess of the above-mentioned limitations without competitive bidding.

Section 8. Levy and collections of taxes; procedure.—The levy of taxes authorized by this act shall be by resolution duly entered upon the minutes of the board. Certified copies of such resolutions executed in the name of the board by its chair, under its corporate seal, shall be made and delivered to the Board of County Commissioners of Palm Beach County within a reasonable time and as is necessary to meet the legal requirements for the levying of taxes by the county commissioners. It shall be the duty of the Tax Collector of Palm Beach County to collect the amount of taxes so levied by the Board of Commissioners of the Greater Boca Raton Beach and Park District upon the nonexempt taxable property in the district for said year in the same manner as other taxes are collected and to pay the same over to the district board within the time and in the manner prescribed by law for the payment by the tax collector of county taxes to the county depository. The taxes shall be levied upon the assessed value of taxable property in the district as is

determined by the county property appraiser. All such taxes shall be held by the district board and paid out by it as provided in this act. The board is authorized to pay necessary expenses to the county property appraiser and tax collector for the assessment and collection of taxes on a reasonable basis as required.

Section 9. Payment of expenses.—The board is authorized to pay all expenses necessarily incurred in the organization of the board and in the formation of the district and all other reasonable and necessary expenses, costs, and fees incurred in accomplishing the purposes of this act.

Section 4. It is intended that the provisions of this act be liberally construed for accomplishing the work authorized and provided for or intended to be provided for in this act and, where strict construction would result in the defeat of the accomplishment of any part of the work authorized by this act and a liberal construction would permit or assist in the accomplishment thereof, the liberal construction shall be chosen. During the existence of the district, this act shall be construed so as to give effect to the intent of providing equal application of the act and all provisions hereunder to all persons residing within the geographical boundaries of the district so that all benefits derived and detriments incurred shall be apportioned equitably among such residents.

Section 5. Any clause or section of this act that for any reason may be held or declared invalid may be eliminated, and the remaining portion or portions thereof shall be and remain in full force and be valid as if such invalid clause or section had not been incorporated therein.

Section 6. Chapters 74-423, 75-330, 76-323, 82-350, 85-481, and 97-330, Laws of Florida, are repealed.

Section 7. This act shall take effect upon becoming a law.

Approved by the Governor June 10, 2003.

Filed in Office Secretary of State June 10, 2003.

SOLICITATION SUMMARY

Greater Boca Raton Beach & Park District
21618 St. Andrews Blvd.
Boca Raton FL, 33433

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the public opening for this Solicitation. It is important that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the District determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the District reserves the right to deem your Proposal non-responsive and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP 2023-04

Title: Development of a Racquet Sports Facility.

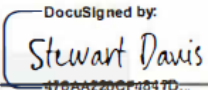
Due Date and Time: July 20, 2023 @ 12pm

Name of Proposer:

Boca Paddle LLC

Address:
9657 Vescovato Way, Boca Raton, FL 33496

Contact Person:
Stewart Davis

Authorized Signature: 
476AA226CP1847D...

Date:
July 20, 2023

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the Greater Boca Raton Beach & Park District.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARD COPY IN THE ENVELOPE CONTAINING YOUR PROPOSAL.