

**LAKE WORTH BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE BOARD OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE ISSUANCE OF PRINCIPAL AMOUNT NOT TO EXCEED \$3,500,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2025, AS A TAXABLE OBLIGATION OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF CONSTRUCTION OF SOUTH K STREET PARKING GARAGE AUTHORIZED UNDER THE REDEVELOPMENT PLAN; COVENANTING TO BUDGET AND APPROPRIATE TAX INCREMENT REVENUES TO THE PAYMENT OF THE NOTE; MAKING FINDINGS AND DETERMINATIONS AS TO THE NOTE; AUTHORIZING THE SALE OF THE NOTE TO SUNSHINE LAKE WORTH DEVELOPMENT, LLC PURSUANT TO A NEGOTIATED SALE AND ACCEPTING THE PROPOSAL FOR THE PURCHASE OF SUCH NOTE; MAKING CERTAIN FINDINGS AS TO THE NECESSITY OF A NEGOTIATED SALE; DETERMINING THE FORM, DATE, INTEREST RATE, MATURITY, PURCHASE PRICE AND METHOD OF EXECUTION OF SUCH NOTE; PROVIDING FOR THE TERMS AND AUTHORIZING THE EXECUTION OF SUCH NOTE; AUTHORIZING OFFICIALS OF THE AGENCY TO TAKE ALL NECESSARY ACTION IN CONNECTION WITH THE ISSUANCE AND SALE OF THE NOTE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Worth Beach Community Redevelopment Agency, formerly known as the Lake Worth Community Redevelopment Agency (the “Agency”), a public body corporate and politic, has been duly created and established to transact business and exercised powers as a community redevelopment agency under and pursuant to the Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as amended (together with other applicable provisions of law, including if applicable, the Taxable Bond Act of 1987, Chapter 159, Part VII, Florida Statutes, as amended, collectively, the “Act”), including the issuance of revenue notes, in order to achieve the purposes of redevelopment as set forth in the Act; and

**WHEREAS**, all the requirements of law have been complied with in the creation of the Agency, the adoption of a redevelopment plan, as amended (the “Redevelopment Plan”) under the Act for that portion of the City of Lake Worth Beach, Florida (the “City”) described in the Redevelopment Plan and known as the “Lake Worth Beach

Redevelopment Area” (the “Redevelopment Area”) and the creation and funding of a community redevelopment area trust fund (the “Trust Fund”) in accordance with the Act; and

**WHEREAS**, the Taxable Bond Act of 1987, Chapter 159, Part VII, Florida Statutes, as amended provides for the issuance by governmental units, including the Agency, of bonds the interest on which is not excludable from gross income for Federal income tax purposes; and

**WHEREAS**, the Agency desires to finance a portion of the construction of a public parking garage at south K street in downtown of the City of Lake Worth Beach, Florida (the “City”), within the Redevelopment Area, including the cost of issuance (the “Redevelopment Project”) by issuing its Capital Improvement Revenue Note, Series 2025, (the “Note”), as an obligation which as a result of the provisions of the Internal Revenue Code of 1986, as amended, may not be issued as an obligation the interest on which is excludable from gross income for Federal income tax purposes; and

**WHEREAS**, the Agency finds and determines that it is in the best interests of the Agency to delegate to the Chairman of the Agency the determination of various terms of the Note and the performance of all other actions necessary or desirable in connection with the issuance of the Note, subject to the limitations herein; and

**WHEREAS**, for reasons more fully set forth herein, the Agency finds and determines it to be in the best interest of the Agency to authorize the sale of the Note on the basis of a negotiated sale, rather than a public sale by competitive bid; and

**WHEREAS**, the Agency has entered into a Comprehensive Agreement for South K Street Parking Garage dated April 3, 2025 (the “Comprehensive Agreement”), with the City and Sunshine Lake Worth Development, LLC (in such capacity, the “Lender”), a copy of which has been presented to this meeting, to among other things, purchase the Note (the “Proposal”); and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY THE AS FOLLOWS:**

**Section 1. Recitals and Findings.** That each of the above stated recitals is hereby adopted and confirmed. The Agency hereby finds and determines that:

(a) The Agency is authorized to receive and deposit tax increment revenues in the Trust Fund pursuant to the Redevelopment Act (the “Trust Fund Revenues”).

(b) The Agency is authorized under the Act to issue bonds or notes and to deposit the proceeds thereof in an Escrow Agreement to provide for the payment of projects like the Redevelopment Project.

(c) The principal of and interest on the Note shall be payable solely from the Trust Fund Revenue budgeted and appropriated on an annual basis. None of the City, Palm Beach County, or the State of Florida or any political subdivision thereof or governmental authority or body therein shall ever be required to levy ad valorem taxes to pay the principal of, interest on, or prepayment premium, if any, on the Note or to make any other payments required by this Resolution or the Note, and the Note shall not constitute indebtedness of the Agency, the City, the County or the State or any political subdivision thereof within the meaning of any constitutional, statutory or other provision or limitation or a lien upon any property owned by or situated within the corporate territory of the Agency or the City.

(d) It is in the best interest of the Agency to accept the and to award and sell the Note to the Lender pursuant to the terms and conditions of the Comprehensive Agreement.

(e) A negotiated sale of the Note is in the best interest of the Agency and is necessitated by, in general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Note, the changing market conditions for tax increment revenue obligations and the necessity of being able to adjust the terms of the Note to respond to changes in the market during the time required to sell the Note, it is not in the best interests of the Agency to attempt to sell the Note by competitive bidding; (ii) given the non-rated status of the Note, it is in the best interest of the Agency to sell the Note by a negotiated sale to the Lender who is also a party to the Comprehensive Agreement; and (iii) the Agency will not be adversely affected if competitive bidding is not utilized.

**Section 2. Definitions.** In addition to the terms defined elsewhere in this Resolution, the following terms shall have the following meanings:

**“Act”** shall have the meaning assigned thereto in the recitals herein.

**“Agency”** shall have the meaning assigned thereto in the recitals herein.

**“Board”** shall mean the Board of the Agency, as the governing body of the Agency.

**“Chairman”** shall mean the Chairman of the Board of the Agency or in the absence of the Chairman, the Vice Chairman of the Board of the Agency or the officer’s succeeding to their principal functions.

**“City”** shall have the meaning assigned thereto in the recitals herein.

**“County”** shall mean Palm Beach County, Florida.

**“Debt Service Requirement”** shall mean with respect to the Note the amount which is needed to provide for the interest payments and principal payment due each Fiscal Year with respect to such Note.

**“Executive Director”** shall mean the Executive Director of the Agency.

**“Fiscal Year”** shall mean that period commencing on October 1, and continuing to and including the next succeeding September 30, or such other annual period as may be prescribed by law or the Agency in accordance with law.

**“Funds and Accounts”** shall have the meaning as assigned thereto in Section 13 hereof.

**“Lender”** shall have the meaning assigned thereto in the recitals herein.

**“Note”** shall have the meaning assigned thereto in the recitals herein.

**“Operating Expenses”** shall mean the administrative and overhead expenses directly and indirectly necessary to implement the Redevelopment Plan, including but not limited to, salaries and benefits of the Executive Director and staff, together with cost allocation for City staff utilized by the Agency.

**“Outstanding”** when used with reference to the Note shall mean, as of any date of determination the Note and any Additional Parity Debt issued except:

(a) that which are deemed paid in full and no longer Outstanding as provided herein;

(b) that which has been cancelled; and

(c) that which other debt has been issued to refund such Note .

**“Owner”** or any similar term, shall mean any person, who shall be the registered owner of the Note. The Lender shall be the Owner of the Note.

**“Redevelopment Area”** shall mean the “Redevelopment Area” set forth in Resolution No. 8-90 of the City adopted on February 5, 1990, determined by the City to be a “slum or blighted area” within the meaning of the Act and as described in the Redevelopment Plan, as the geographic boundaries of such area that may be changed from time to time as permitted by the Act.

**“Redevelopment Plan”** shall mean the amended redevelopment plan for the Redevelopment Area approved by Resolution No. 39-2003 by the City on August 5, 2003 as may be amended from time to time.

**“Redevelopment Project”** shall have the meaning assigned thereto in the recitals herein.

“**State**” shall mean the State of Florida.

“**Trust Fund**” shall mean the community redevelopment trust fund established by Ordinance No. 2000-33 enacted by the City on January 2, 2000, accordance with the Act.

“**Trust Fund Revenues**” shall mean the revenues derived from the Redevelopment Area and received by the Agency for deposit in the Trust Fund pursuant to Section 163.387, Florida Statutes, as amended, Ordinance No. 2000-33 enacted by the City on January 2, 2000.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Words defined in Section 1 hereof that appear in this Resolution in lower case form shall have meanings ascribed to them in the definitions in this Section 2, unless the context shall otherwise indicate.

**Section 3. Acceptance of Proposal.** The Agency hereby accepts the Proposal of the Lender, a copy of which has been presented to this meeting and is attached hereto as Exhibit A, to purchase the Note.

**Section 4. Authorization of Issuance; Form of Note.** A promissory note of the Agency to be known as “Capital Improvement Revenue Note, Series 2025” is hereby authorized to be issued in a principal amount not to exceed \$3,500,000.00, to provide funds to finance a portion of the cost of the Redevelopment Project and pay the cost of issuance of the Note.

The Note shall be in substantially the form set forth in Exhibit “B” hereto, with such appropriate variations, omissions and insertions as may be required therein to reflect the terms and conditions of the Proposal and as may otherwise be deemed necessary and approved by the Chairman the Executive Director, the Attorney of the Agency, with the Chairman's execution of the Note being conclusive evidence of his approval and the Agency's approval of such variations, omissions and insertions.

**Section 5. Terms of the Note.**

(a) **General Provisions.** The Note shall be issued in fully registered form without coupons. The principal of and interest on the Note shall be payable when due only from Trust Fund Revenues which have been budgeted and appropriated and deposited by wire transfer or other electronic means mutually agreeable to the Agency and the Lender of the Note on or prior to the date due to the Owner or their legal representatives at the addresses of the Owner as it appears on the registration books of the Agency.

The Note shall mature no later than five years from the date of issuance (the “Maturity Date”).

THE NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OF THE AGENCY, THE CITY, THE COUNTY, THE STATE OF FLORIDA (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF, OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE EXCLUSIVELY FROM THE PLEDGED FUNDS AS DEFINED IN THIS RESOLUTION. THE ISSUANCE OF THE NOTE SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFOR, NOR SHALL THE NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND THE OWNER OF THE NOTE SHALL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION. THE AGENCY HAS NO TAXING POWER.

(b) Interest Rate. The Note shall bear interest on the outstanding principal balance from its date of issuance payable annually at a fixed interest rate not to exceed 4.00% (the "Fixed Interest Rate"). The Fixed Interest Rate will be set forth in the Note executed and delivered on its date of issuance.

Interest on the Note shall be computed based on a 360-day year consisting of twelve (12) thirty-day months.

(c) Prepayment Provisions.

(i) Mandatory Prepayment. The principal of the Note shall be subject to mandatory prepayment in annual installments commencing one year from the date of issuance of the Note through and including the Maturity Date (each a "Principal Payment Date").

(ii) Optional Prepayment. The Note may be subject to optional prepayment, upon five (5) days written notice to the Lender, in whole or in part at any time on or after the date which is two years after the issuance of the Note at the prepayment price of the principal amount to be prepaid, plus accrued interest to the date of prepayment. All prepayments shall be applied in inverse order of maturity, treating mandatory prepayments as maturities.

**Section 6. Execution of Note.** The Note shall be signed in the name of the Agency by the Chairman (or, in their absence, any other member of the Board) and attested to by the Executive Director, and its seal shall be affixed thereto, imprinted, or reproduced thereon. The signatures of the Chairman or Vice Chairman (or, in their absence, any other member of the Board) and the Executive Director on the Note may be manual or facsimile signatures, provided that the signature of one of such officers shall be a manual signature. In case any one or more of the officers who shall have signed or sealed the Note shall cease

to be such officer of the Agency before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed and sealed such Note had not ceased to hold such office. Any Note may be signed and sealed on behalf of the Agency by such person as at the actual time of the execution of such Note shall hold the proper office, although at the date of issuance of such Note such person may not have held such office or may not have been so authorized.

**Section 7. Negotiability, Registration and Cancellation.** The Note may not be transferred or exchanged without the consent of the Agency. The Note may be exchanged in whole but not in part for another Note of the same principal amount and maturity, if authorized by the Agency. No transfer or exchange of any Note shall be effective until the prior written consent of the Agency.

The Agency may deem and treat the person in whose name any Note shall be registered upon the books kept by the Agency as the absolute Owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as they become due and for all other purposes. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

In all cases in which Notes are transferred or exchanged in accordance with this Section, the Agency shall execute and deliver a new Note in accordance with the provisions of this Resolution. Any Note surrendered in any such exchanges or transfers shall forthwith be canceled by the Agency. There shall be no charge for any such exchange or transfer of the Note, but the Agency may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer (other than taxes, fees or charges of the Agency). The Agency shall not be required to transfer or exchange a Note for a period of fifteen (15) days next preceding an Interest Payment Date on such Note.

Any Note, the principal and interest of which has been paid in full, either at or prior to maturity, shall be promptly delivered to the Agency on or after such payment in full is made, and shall thereupon be marked canceled.

**Section 8. Notes Mutilated, Destroyed, Stolen or Lost.** In case any Note shall become mutilated or be destroyed, stolen or lost, the Agency may in its discretion issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in the case of a mutilated Note, in exchange and substitution for such mutilated Note upon surrender of such mutilated Note or in the case of a destroyed, stolen or lost Note in lieu of and substitution for the Note destroyed, stolen or lost, upon the Owner furnishing the Agency proof of his ownership thereof and satisfactory proof of loss or destruction thereof, complying with such other reasonable regulations and conditions as the Agency may prescribe and paying such expenses as the Agency may incur. The Agency shall cancel any mutilated Note that is surrendered. If any mutilated, destroyed, lost or

stolen Note shall have matured or be about to mature, instead of issuing a substitute Note, the Agency may pay the principal of and interest on such Note upon the Owner complying with the requirements of this paragraph.

Any such duplicate Note issued pursuant to this section shall constitute original contractual obligations of the Agency whether or not the lost, stolen or destroyed Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the extent as all other Notes issued hereunder.

**Section 9. Covenant to Budget And Appropriate.** The Agency covenants that each Fiscal Year the Debt Service Requirement on the Note shall be budgeted and appropriated from the Trust Fund Revenues in sufficient amounts to pay the Debt Service Requirement of the Note when due.

**Section 10. Debt Service Fund.** There is hereby created a fund entitled “Community Redevelopment Agency of Lake Worth Beach, Florida Debt Service Fund” (the “Debt Service Fund”), and within such Debt Service Fund there shall be created an Account for the Note (the “Series 2025 Account”), for the payment of Principal of and Interest on the Note each Fiscal Year. In each Fiscal Year, the Agency shall budget, appropriate and deposit from the Trust Fund, Trust Fund Revenues in an amount sufficient to pay the Debt Service Requirement on the Note for such Fiscal Year. On or prior to each Interest Payment Date and Principal Payment Date, the Agency shall withdraw from the Series 2023 Account sufficient funds to pay the registered Owner of the Note the amount of principal and/or interest then due and owing.

Thereafter, the balance of any Trust Fund Revenues remaining in said Trust Fund may be used by the Agency for any lawful purpose, provided, however, that none of the Trust Fund Revenues shall ever be used for the purposes provided in this paragraph unless the full Debt Service Requirement on the Note including any past due payments shall have been made in full.

**Section 11. Application of Note Proceeds; Escrow Fund.**

(a) Proceeds received from the Lender on the date of issuance of the Note shall be applied first to pay the costs of issuance of the Note. All other proceeds received from the Lender shall be deposited with the Escrow Agent as provided in the Comprehensive Agreement and used only for the payment of the costs of the Redevelopment Project.

(b) Pending their use, the proceeds in the Escrow Account may be invested in Authorized Investments, maturing not later than the date or dates on which such proceeds will be needed to pay the costs related to the Redevelopment Project. Any income received upon such investment shall be deposited in the Escrow Account and applied to pay costs of the Redevelopment Project. After the completion of the Redevelopment Project, any remaining balance of proceeds of the Note may be used to prepay the Note or to be deposited into the Debt Service Fund and used solely to pay interest on the Note.

**Section 12. Funds and Accounts.** Each of the funds and accounts herein established and created (collectively, the “Funds and Accounts”) shall constitute trust funds for the purposes provided herein for such Funds and Accounts respectively. The money in such Funds and Accounts shall be continuously secured in the same manner as deposits of Agency funds are authorized to be secured by the laws of the State of Florida. Except as otherwise provided herein, earnings on any investments in any amounts on any of the Funds and Accounts herein established and created shall be credited to such respective fund or account.

The designation and establishment of the Funds and Accounts shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Agency of the purposes herein provided and to establish certain priorities for application of such revenues and assets.

**Section 13. Covenants Binding on Agency and Successor.** All covenants, stipulations, obligations and agreements of the Agency contained in this Resolution constitute a contract between the Agency and the Owners of the Note and shall be deemed to be covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreement shall be binding upon the successor or successors thereof from time to time and upon the officer, board, body or commission to whom or to which any power or duty affecting and covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law.

Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Agency or upon the Board by the provisions of this Resolution shall be exercised or performed by the Board or by such officer, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Board or officer, agent or employee of the Agency in his or her individual capacity, and neither the members of the Board nor an officer, agent or employee of the Agency executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 14. Events of Default.** The provisions of an Event of Default shall be set forth in the Note, as shall be approved by the Chairman, with the advice of the Attorney of the Agency. The execution and delivery of the Note by the Chairman shall be evidence of such approval.

**Section 15. Remedies; Rights of Owner.** The provisions remedies for events of default shall be set forth in the Note, as shall be approved by the Chairman, with the advice of the Attorney of the Agency. The execution and delivery of the Note by the Chairman shall be evidence of such approval.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any event to default hereunder shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

**Section 16. Negotiated Sale of Note.** Based upon the uncertainty of the interest rate environment if the sale of the Note is delayed, the Agency hereby determines the necessity for a negotiated sale of the Note. The Agency has been provided all applicable disclosure information required by Section 218.385, Florida Statutes. The negotiated sale of the Note is hereby approved to the Lender at the purchase price of par.

The Agency is selling the Note to the Lender based on the understanding that the Lender is purchasing the Note for its own account and without a view to reselling or distributing the Note, and that the Lender has received all information requested by it in order to make an informed decision to acquire the Note. The Agency shall receive a letter from the Lender to that effect prior to delivery of the Note to the Lender.

The Agency acknowledges and agrees that the Lender is loaning the proceeds of the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

**Section 17. Authority of Officers.** The Chairman, the Vice Chairman, any member of the Board, the Executive Director, the Attorney of the Agency and any other proper official of the Agency are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the other documents identified herein.

**Section 18. Severability.** In case any one or more of the provisions of this Resolution or the Note issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Note, but this Resolution and the Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Note is issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

**Section 19. Payments Due on Saturdays, Sundays and Holidays.** In any case where the date of maturity of interest on or principal of the Note shall be a Saturday, Sunday

or a day on which the banks in the State are required, or authorized or not prohibited, by law (including executive orders) to close and are closed, then payment of such interest or principal need not be made by the Agency on such date but may be made on the next succeeding business day on which the banks in the State are open for business.

**Section 20. Open Meeting Findings.** It is hereby found and determined that all official acts of the Board concerning and relating to the adoption of this Resolution and all prior resolutions affecting the Board's ability to issue the Note were taken in an open meeting of the Board and that all deliberation of the Board or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

**Section 21. Effective Date.** That this Resolution shall take effect immediately upon adoption.

Motion PASSED AND ADOPTED THIS 9<sup>th</sup> day of December, 2025.

  
Chairman

-Carla Blockson