

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CASE NO.:50-2025-CA-011366-XXA-MB

NED KIMMELMAN,

Plaintiff,

v.

SAVE BOCA, INC., a Florida non-profit corporation; JONATHAN PEARLMAN; CITY OF BOCA RATON, FLORIDA; WENDY LINK as the PALM BEACH COUNTY SUPERVISOR OF ELECTIONS;

Defendants.

---

**DEFENDANT, CITY OF BOCA RATON'S, STIPULATION**

Defendant, City of Boca Raton ("City"), hereby stipulates as follows:

1. The August 11, 2025 Sun Sentinel article *How Boca Raton Residents are rallying in bid to stop redevelopment plan* quotes Mayor Scott Singer as follows:

"From time to time, citizens have the opportunity to propose ordinances, but this particular ordinance (Save Boca's) as it's framed has a lot of challenges that may have huge, unintended consequences."

These consequences, Singer believes, include deterring certain organizations and future city councils from wanting to do business with one another. This largely would be due to the costs associated with the referendum elections that would be required of the Save Boca ordinance and charter amendments.

City officials have expressed concerns about how the requirement to conduct elections could be time-consuming and expensive. So future councils could then be deterred to move projects forward.

2. The October 9, 2025, WPTV article *Boca Raton resident wants injunction to stop Save Boca ballot measure* quotes Mayor Scott Singer as follows:

“It would imperil the city’s ability to convey any sort of land including for property owners; nonprofits,” Singer said. “It would dramatically impact the way we do business with nonprofits.”

3. During the City Council meeting on October 28, 2025, Councilmember Mark

Wigder stated the following:

And the way that this is worded—the way that this ordinance is worded—any alienation of land greater than one half of an acre could provide unintended consequences. Even as Mr. Hunter said, my understanding is that the Florence Fuller Center is on a lease from the City. My understanding for is that the Boca Raton Historic Society—our old City Hall—is also on a lease from the city, so that they would have to...you know...that this would be subject to a vote. We carefully manage our tax dollars, and we spend tens of thousands of dollars giving money to the Florence Fuller Center a little so some of these underprivileged children can have an aftercare program. And we're not the only ones. Obviously, the city is not the only one donating to them. I donate personally, everyone does, and I'm sure you all do too, because it's a good program. It helps those families go to work. The cost to do a referendum to extend the lease on the Florence Fuller Center would be more than the amount we donate to them. So I don't see the logic that the nuclear option that's presented is the best option.

I think there should be exceptions. We talked briefly about—there was an ordinance a couple of weeks ago – a while ago—about an easement on city land. It was less than half an acre but just a shy—just a shy—around half an acre for the city to have another telecommunications easement, help people communicate with each other, and the city was going to get \$2 million—the city is to get \$2 million—for that, for an easement to be run in an existing pipe underground that's already there. If it was over .5 acres, that would have to be subject to a vote too. It would cost so much. Imagine, we're not just talking about .5 squares, right? Any part thereof. It's broad. It's poorly written in terms of an amendment. Here, if the ordinance passes by the will of the people, I'm happy to look at it and maybe offer some amendments so that it can be used. We agree that projects that are large should be voted on by the people. I'm not against that, conceptually, I'm not. I'm against this nuclear option here because it could provide some real damage to some of the people who are really trying to help. And you know, for those reasons, again, I'm for the ordinance, but again, it needs changes eventually even if it's adopted by the people—to Mr. Ounjian's point there—so we can properly manage the city: easements, utility things, unintended consequences.

I've asked the city staff to put together a list of all those leases. This was a while ago now, but it also includes easements. It also includes concession agreements, right? It also includes a complete research on what “alienation” means. What does that mean? We're talking about legal things. What does the word “alienation” mean? To me, it means anything. Is that what you want? Is that what you want? I'm not sure. We're not talking about if we're for a project or against a project on public land. We're trying to get the benefits out. We're trying to save this section of land,

and I see this charter amendment potentially prohibiting the city from doing a lot of the great things that it does, and I can't believe that the nuclear option is the best thing for the city. I think we can work together to create a better resolution that has an exception to those things. But the people over there—you will not talk to me. And again, I'm willing to talk to you. I've said that I'm willing to talk to you and have something reasonable, but you're not willing to talk or compromise at all. It's a nuclear option or nothing for you guys. And people are going to decide, and we will deal with it. We will deal with it absolutely. But people have to understand there's some real unintended consequences here, and it could really hurt a lot of people we're trying to help, and the way it's worded is not correct.

4. During the October 28, 2025, City Council meeting, Mayor Scott Singer stated:

And I think I made my position clear. It was alluded to weeks ago. I support putting this on the ballot as soon as possible. That's what the residents had asked. I will not mention that it was 3,000 and change residents and 6,000 residents or 6,200 who actually were Boca Raton residents who actually signed both petitions, collectively that's probably somewhere in the 6,000s, we keep hearing 12,000, that's not accurate, 6,000, 6,200 was the number. Regardless, as was said, we represent 100,000 people and ultimately the residents will get a chance to vote on January 13. I don't care for this language for a couple reasons and I've said so. I was very proud, with my colleagues then, to go work to get a brand new public school. Not everyone here, including people who are behind Save Boca lived in Boca Raton then. But we fought hard there and it required hustle. And there was no election scheduled then, and we might not have gotten the deal done with the school district if we had to go to special election. These routine matters all the time—Mr. Wigder mentioned the easement, which is not inconsequential in my mind for \$2.6 million for an underground utility line, which is a tremendous job by staff to negotiate that and kudos to them for that. That goes again to that: \$2.6 million for benefits. That's a lot of money, and that would have had to go to the voters, because this language says half an acre “or any portion thereof.”

I don't envy the city attorneys, if this matter passes, how he is going to have to interpret that when someone comes forward and demands, “Well, you can't lease out a pavilion of our park because you're alienating me from going to their party.” I don't envy a city attorney when he's going to say—when someone wants to come and say, “I want to see the police evidence room or go behind the police station”—you're alienating it from the public. It's not sale or lease, it's alienation. It is a big term, and there's no limitation on size. I don't know how the city is going to have to deal with it, or we'll have a problem that will come up and we'll probably have to address later. And this isn't inconsequential. And as Councilman Widger said, there was no room for negotiation on this. Months ago I drafted an ordinance that would honor the spirit of that, and I respect the spirit of that. I think we're respecting the spirit of that too. We can disagree about half-acre or size, but there are matters that come up, it's the “any portion thereof” that's concerning. I mentioned two weeks ago on Camino Square—we got \$3 million off-site road improvements, but that required a swapping of the right-of-way. That would have required a special

election, all that expense, and maybe that offer isn't there on the table. There are a whole litany of issues, and they're not academic—and non-profits are one-two—but those leases come up from time to time, but they're not academic. They're individual homeowners' who we've released easements. Are those going to be a legal challenge? I see a pathway for a lot of litigation here, and that's why I don't think this language is the best. If it's adopted, we'll have to deal with it, but I don't think it's good language. People ask my position—that's my position. I would have liked something else where we can honor the spirit of that and figure out if you're concerned about the sales of land, okay, or the leases of land, we can figure out something.

The charter question makes that irrelevant. This petitioner's committee has no desire to withdraw that—so we are where we are at, the residents get a chance to vote on both in January. And I'll say this, in terms of honoring the spirit: our development partner—our new development partner—had no obligation to say "we will submit it to a vote." We asked. They did so, so that will be voted on. And a lot of people said, "Well, I don't know about this charter amendment I just don't want the downtown thing," probably voted for the charter amendment. And some said that's why they said yes—they were concerned about the Downtown. Well they will get a chance to have that straight up and down vote if we reach that point. But we may not yet, we may not enter into an agreement. I've said my reasons. The residents will have their say in January, and whatever it is, we'll deal with it.

5. The October 29, 2025, Boca Daily News article *Boca Raton Public Land Referendum Set for January Special Election, Residents Fume*, quotes Mayor Scott Singer as follows:

"I don't care for this language for a couple of reasons," he said, of the ordinance and charter amendment. "There are routine matters all the time. It's not 'sale or lease,' it's 'alienation,' which is a vague term. This isn't inconsequential. I see a pathway for a lot of litigation here, and for that reason I don't think it's the best."

Singer referenced a scenario in which a resident might sue to block a wedding in a city park because they were being "alienated" from using a portion of the park that day.

6. The November 22, 2025, Sun Sentinel article *The high stakes of Boca Raton's nearly \$500,000 special election in January* quotes Mayor Scott Singer as follows:

Jan. 13 was the first available date the city could get, Mayor Scott Singer said.

Boca Raton's January election will be held in conjunction with the primary where voters will select a new state representative for House District 87, which includes portions of northern Palm Beach County from Lantana to Juno Beach.

“There was no other opportunity, so we adhered to what the charter required,” Singer said. “This is the first available date, and we’re taking it.”

7. The City received an estimate in the amount of \$385,966.20 from the Supervisor of Elections for the cost of conducting the special election scheduled for January 13, 2025.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via E-mail via State E-portal this 24th day of November 2025, to those on attached service list.

Respectfully submitted,

WEISS SEROTA HELFMAN  
COLE & BIERMAN, P.L.  
*Counsel for Defendant, City of Boca Raton*  
200 E. Broward Blvd., Suite 1900  
Fort Lauderdale, FL 33301  
Telephone: (954) 763-4242  
Telecopier: (954) 764-7770

By: /s/ Samuel I. Zeskind  
**DANIEL L. ABBOTT**  
Florida Bar No. 767115  
[dabbott@wsh-law.com](mailto:dabbott@wsh-law.com) (primary)  
[pgrotto@wsh-law.com](mailto:pgrotto@wsh-law.com) (secondary)  
**SAMUEL I. ZESKIND**  
Florida Bar No. 43033  
Primary: [szeskind@wsh-law.com](mailto:szeskind@wsh-law.com)  
Secondary: [tjames@wsh-law.com](mailto:tjames@wsh-law.com)

**SERVICE LIST**

**Ned Kimmelman, Esq.**

*Plaintiff*

200 East Palmetto Park Road

Florida 33432

[nk@nkpa.com](mailto:nk@nkpa.com)

[mkimmelman@icloud.com](mailto:mkimmelman@icloud.com)

**JECK HARRIS**

*Attorneys for Defendant Wendy Link as the  
Palm Beach County Supervisor of Elections*

DAVID K. MARKARIAN, ESQ.

DAVID R. GLICKMAN, ESQ.

790 Juno Ocean Walk, Suite 600

Juno Beach, Florida 33408

Telephone: (561) 746-1002

[dmarkarian@jeckharris.com](mailto:dmarkarian@jeckharris.com)

[dglickman@jeckharris.com](mailto:dglickman@jeckharris.com)

E-SERVICE: [eservice@jeckharris.com](mailto:eservice@jeckharris.com)