WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
Monday, March 9, 2015
1280 N. Congress Avenue, Suite 215
West Palm Beach, Florida 33409

"PLEASE SIGN OUR ATTENDANCE SHEET"

NOTE: Agenda Summary (Pages 3-6)
Staff Report (Pages7-9)

I. CALL TO ORDER / ROLL CALL

II. AGENDA APPROVAL

1. **Additions, Deletions, Substitutions to Agenda**
2. **Adoption of Agenda**

III. ADOPTION OF W/BH CRA MINUTES (Pages 10-12)

IV. PUBLIC COMMENTS

V. DISCLOSURES

VI. CONSENT AGENDA

VII. REGULAR AGENDA

1. **Workshop for Opportunity Inc.'s Proposed New School Site(Pages 13-17)**
2. **Document Waiver Agreement (Pages 18-20)**
3. **Non-Discrimination Policy (Page 21)**
4. **Contract Amendment for CWA (Pages 22-24)**

VIII. REPORTS

A. **Staff Reports**
   Correspondence (Pages25-29)
B. **Attorney's Report**
C. **Committee Reports and Board Comments**

   1. **Administrative/Finance –**
   2. **Capital Improvements – Chair, Mr. Daniels**

3. Land Use –
4. Real Estate – Chair, Mr. Fleming
5. Marketing – Ms. St. Hilaire
6. Community Affairs –
7. Special Events – Chair, Ms. Rufty

IX. ADJOURNMENT

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE BOARD WILL BE BARRED FROM FURTHER AUDIENCE BEFORE THE BOARD BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE BOARD AS GRANTED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT.

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

ON JUNE 7, 1994, THE BOARD OF COUNTY COMMISSIONERS APPROVED RESOLUTION NO. 94-693, KNOWN AS THE CODE OF ETHICS. UNDER SECTION 11, IT IS REQUIRED THAT PAID AND UNPAID LOBBYISTS REGISTER. PLEASE REFER TO SECTONS 11.01 AND 11.02 IN THE CODE OF ETHICS FOR REGISTRATION SPECIFICS. FOR YOUR USE, REGISTRATION FORMS ARE AVAILABLE FROM THE CRA'S ADMINISTRATIVE ASSISTANT.

AGENDA ITEMS
Westgate/Belvedere Homes CRA Board
March 9, 2015

Regular Agenda

1. **Workshop for Opportunity Inc.'s Proposed New School Site**

   A. **Background and Summary**: Opportunity Inc. is currently located on the southwest corner of Westgate Ave. and Quail Drive at 1713 Quail Drive. It is a preschool that provides school-readiness training for children of low income families to help them achieve academic and life success. The CRA Board approved a recommendation to support the development of the Quail Drive school on November 5, 2001. The school was open in 2003. The school currently has 96 students and has 250 more on a waiting list. For the last two years, Opportunity Inc. has been looking for space to expand. The Board of Directors of Opportunity Inc. has identified a vacant site on Congress Ave. across the old Social Security building that they would like to purchase. As part of their due diligence, they and their planners will make a presentation to seek input from the board before they close on the property.

   The site is located in the Urban General (UG) sub-district of the Westgate Zoning Overlay. The UG sub-area was designated to encourage mixed-use development with more intense commercial and residential uses, including multi-story towers where feasible. These are the preferred uses for the UG sub-area but other uses that meet Westgate Zoning Overlay and Palm Beach County Unified Land Development Codes (ULDC) are not prohibited. Opportunity Inc. is proposing to develop a single-use two-story building on the site.

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Opportunity Inc. plans to sell their building on Quail Drive if they can build a new one on Congress Avenue.

B. **Recommendation**: Submitted for board discussion and input.

2. Document Waiver Agreement

A. **Background and Summary**: On January 30, 2015, the CRA Board terminated the continuing contract with Keshavarz and Associates. Inc. Subsequently, a request was made to the firm to release copies of all files and documents related to studies, designs and plans that they have done for the CRA.

The firm wants the Board to sign a Document Waiver Agreement before releasing the files to the CRA.

The attached Agreement was submitted by K&A and revised by the CRA's attorney who included, as recommended in the last board meeting, the language regarding the CRA's public agency's sovereign immunity.

B. **Recommendation**: Approve the Document Waiver Agreement to receive the files from Keshavarz and Associates, Inc.

3. Non-Discrimination Policy

A. **Background and Summary**: Last year, the Board of County Commissioners adopted a resolution to require all entities doing business with Palm Beach County to have a written non-discrimination policy or sign a form certifying that the entity does not practice discrimination. Though the CRA does not practice discrimination, it does not have a written policy at the moment. Staff has drafted a non-discrimination policy that is similar to the one adopted by Palm Beach County for the Board's consideration.

B. **Recommendation**: To adopt a written Policy to state that the CRA does not practice discrimination.

4. Contract Amendment for CWA

A. **Background and Summary**: On October 2, 2013, the Westgate CRA, after a competitive bid process, entered into a contract with Chris Wayne and Associates to provide landscape maintenance services for the Dennis Koehler Preserve and a few detention ponds in the North Westgate Area for an annual cost of $11,052. At the time, the CRA selected a basic level of service to maintain the lake once a month and the other properties once every two months. This level of service is too low as staff has received several complaints from the residents about high grasses and rodents. Staff has been working with the contractor to find a good level of service for the maintenance of the properties. Maintaining the Dennis Koehler Preserve twice a month and the other lots once a month seems to be the best way to keep the lots looking good and stay within a reasonable budget. Furthermore, two more properties alongside the L-2 and the L-2B Canals need to be added to the contract for maintenance. The new Agreement will amend the annual contract price from $11,052 to $26,472. A new bidding process is not required for this amount under the CRA's Policy and Procedures. It would not be appropriate to hire other contractors since we are mainly changing the frequency to maintain the lots.

B. **Recommendation**: Approve an amendment to the CWA contract from an annual price of $11,052 to an annual price of $26,472 to increase the level of service for the landscape maintenance of the Dennis Koehler Preserve

and the detention ponds according to Addendum 1, Addendum 2 and Addendum 3.

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CRA Board of Directors Meeting 3/9/2015

STAFF REPORT

L-2 East Acquisition and Expansion

There has been some delay in processing the Agenda Item because the County Attorney had questions about the Department of Emergency Management's Contract. The Agreements to receive funding and properties and to manage the project are being processed by the Engineering Department and the Department of Economic Sustainability. The items are now scheduled to be heard by the Board of County Commissioners on April 7, 2015. The BCC will be acting on three separate items, 1) The execution of the agreement with the Department of Emergency Management, 2) The execution of two Inter Local agreements with the County's Engineering Department for the CRA to receive land and manage the project, and 3) the execution of a funding agreement with the County to receive CDBG funds for construction.

In the meantime, staff has only ordered a survey and an appraisal needed to process the Agenda Items. Staff is also negotiating a contract with AECOM to provide acquisition services and relocation services for the project. Though, the spending has been authorized by the State, it is prudent not to spend any money until the County signs the Agreement.

On November 24, 2014, staff received notification from the State of Florida, Division of Emergency Management that the L-2 Canal Grant, Project Number 1609-142-A has been approved by the Federal Emergency Management Administration (FEMA).

The total project cost approved is $1,456,469.00. FEMA will provide 75% for a total of $1,116,317.00. Palm Beach County government will provide the required 25% match of $364,117.

The CRA has a grant with OCR for $200,000. **A request for $167,000 of CDBG fund was also approved for the project by the County's Department of Economic Sustainability.**

The L-2 East Acquisition and Expansion is the continuation of the L-2 and L-2B Canal Expansion. It consists of acquiring some specific properties on the North side of the Canal. These properties will be used to widen and deepen the Canal to increase flood protection for the area.

Palm Beach County Board of County Commissioners is replacing the Seminole Ave. Bridge and the Osceola Ave. Bridge. The bridges are located within the area of the L-2 Canal improvement project. They both will be replaced before the construction of the Canal begins.

Belvedere Homes Infrastructure Improvement Project Phase 2

Completed.

8th Annual Rooney 5K Run/Walk – April 11, 2014

The Kennel Club is planning to hold a 5K Run/Walk in the Westgate CRA area. The Race will be held on the same day with the Westgate Festival from 7:00 to 9:00 AM. They anticipate that

the event will bring about 1000 people in the area.

Westgate CRA residents can register online for $20 until April 10, at https://runsignup.com/Race/FL/WestPalmBeach/Rooneys5K or at www.RooneysGolfFoundation.org

Zoning and Unified Land Development

The Board of County Commissioners approved the initiation of the ULDC 15-1 amendment that includes the CRA's request for more flexibility and other changes. The Zoning staff is very supportive of the proposed changes. Staff will continue to work with the Zoning Department to seek final approval for the amendment.

Dos Hermanos, the proposed mixed-use development on Westgate and Seminole is moving forward. The project expects to receive its development entitlement in the next three months.

Several other small projects are being proposed for Congress Ave., Okeechobee Blvd., and Westgate Ave. More details will be provided to the Board Members after site plans are submitted and reviewed by staff.

Yard of the Month Contest

One gift certificate prize was awarded to the winner of the Yard of the Month Contest for January. Another has been selected for February.

From January through August, residents can nominate their yard or their neighbors' yard every month to receive the Yard of the Month sign and associated prize. This effort is being done to encourage residents to clean up and beautify the community ahead of the April 11 Rooney's 5k Race.

Seminole Bridge

The Seminole Bridge has been completed and open. The contractor is now working on the Osceola Dr. Crossing. The bridge there will be replaced by a pedestrian crossing. It will be completed by the end of the month.
The Rooney's 5k Run/Walk's route goes over the Seminole Ave. Bridge.

FEMA Flood Map Appeal Process Notices

The notices were published in the local Newspapers on January 2, 2015. Documentation regarding any discrepancies in the maps can now be submitted to FEMA by either residents or agencies. It is estimated that the last day anyone can submit an appeal is on April 1, 2015. After this date, FEMA will not accept any additional information for review.
Residents who have flood insurance 30 days before the deadline for the maps to go into effect **may not** see an increase in their flood insurance rate.

Demolition

Staff is negotiating contracts for the environmental cleanup and the demolition of 1113

8

Osceola Avenue. The property is on schedule to be demolished in the first week of April, 2015.

Staff is submitting four other properties to the Department of Economic Sustainability for demolition. The Department has agreed to provide the funding. Those other four will be demolished at the end of the spring.

Also, the properties the CRA owned alongside the L2 Canal will be demolished in the next few months after the L2 Grant Agreement is executed.

Celebrate Westgate

Volunteer Board Members are needed for Celebrate Westgate. The event is scheduled for April 11, 2015 after the Rooney's 5k. Please mark your calendar.

Visit from Florida DEM

Two staff from the State of Florida Department of Emergency Management met with CRA staff on Thursday February 12. The issue with invoices and construction plans having different project numbers was resolved. The State asked to change the cover page of the construction plans to match the project number that was on the invoice. The request for reimbursement for design cost incurred by the CRA was approved before the State staff came.

The other issue relates to reimbursement for construction cost for the swales. We are still working with the Water Utility Department to secure appropriate invoices and cancelled checks to submit to the State. So far, soft costs seem to be the only cost that we can submit to the State since all the drainage costs were already reimbursed by the State.

The DEM staffers asked the CRA to expedite the L-2 Canal project.

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
1280 N. CONGRESS AVE., STE. 215, WEST PALM BEACH, FL. 33409
MINUTES OF THE MONTHLY MEETING
February 9, 2015

I. CALL TO ORDER

Chair Daniels called the meeting to order at 5:05 p.m. The roll was called by Ms. Julius-Quitos

Present: Ron Daniels, Joe Kirby, Cecilia St. Hilaire, Joanne Rufty

Absent: Chris Fleming, Ruth Haggerty, Brian Sattar

Staff Present:
Thomas J. Baird, Esq., General Counsel
Elizee Michel, Executive Director
Thuy Shutt, Assistant Director
Sharon Sheppard, Redevelopment Specialist
Lupe Julius-Quitos, Secretary

II. AGENDA APPROVAL

1. Additions, Deletions or Substitutions to Agenda

Mr. Michel requested to make two additions to the regular Agenda. 1113 Osceola Dr. Demolition was added as item #2 and Authorization to pay Keshavarz was added as item #3.

2. Adoption of Agenda

It was moved by Ms. Rufty and seconded by Mr. Kirby to adopt the Agenda as amended. Motion carried 4-0.

III. ADOPTION OF W/BH CRA MINUTES

It was moved by Mr. Kirby and seconded by Ms. Rufty to adopt the minutes of the January 12, 2015 meeting. Motion carried 4-0.

IV. PUBLIC COMMENT

V. DISCLOSURES – None reported by Board Members

VI. CONSENT AGENDA

VII. REGULAR AGENDA

1. Second Reading and Approval of By-Law Amendment for Consistency with the Ordinance in Respect to a Person's Eligibility to Serve on the CRA Board

Mr. Michel read the proposed language into the record for the second reading of the By-Law Amendment. "The agency shall consist of seven (7) Commissioners appointed by the Board of County Commissioners. Any person may be appointed as a commissioner if he or she resides or is engaged in business, which shall mean owning a business, practicing a profession or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency. CRA Commissioners shall serve staggered terms of four (4) years each. A quorum of the CRA Board shall be comprised of four (4) of seven (7) regular CRA commissioners present, in person, at a meeting or workshop."

It was moved by Ms. Rufty and seconded by Mr. Kirby to adopt the amended CRA By-Laws. Motion carried 4-0.

2. 1113 Osceola Drive Demolition

To expedite the demolition of the property and ensure adequate time for permitting and asbestos abatement, staff is asking the Board to authorize the Board Chair to sign the agreements for the demolition and the asbestos abatement of 1113 Osceola Drive before the next Board meeting on March 9, 2015. Supportive information related to demolition of the property has been provided prior to the meeting including abatement and demolition costs from previous NSP2 demolitions. Staff does not anticipate that it would cost more than $15,000.00 for the demolition and asbestos/lead paint abatement of the structure.

It was moved by Mr. Kirby and seconded by Ms. St. Hilaire to authorize the Board Chair to execute the demolition and abatement contracts for an amount not to exceed $15,000. Motion carried 4-0.

3. Authorization to pay Keshavarz and Associates

Staff is requesting authorization to pay Keshavarz and Associates for their time at an upcoming meeting with the Florida Department of Emergency Management. The

State wants to meet with everyone involved in the project, including Keshavarz & Associates and Water Utilities. They have questions and need clarifications on the invoices to close out the project. Staff requested the Board's approval since the contract with Keshavarz & Associates has been terminated. The Board felt that Keshavarz's participation at the meeting was part of their responsibility to complete the project. The Board believed that there should not be any additional fee to discuss invoices for services that were previously paid. The legal counsel was asked to review the contract. **No motion required since services have not been rendered.**

VIII. STAFF REPORTS

Staff informed the Board that information was received from the Auditors that the Office of Financial Management and Budget congratulates the CRA for being the first one this year to submit its numbers.

Celebrate Westgate theme this year is: A blast from the past, featuring the 50, 60 and 70's.

Staff shared with the Board that the Palm Beach Post published a very positive article about the CRA on Sunday, February 1, 2015. The article focused on the reasons why many investors are interested in buying properties in the Westgate CRA.

VIII. B. ATTORNEY'S REPORT

Mr. Baird's report was regarding the "Document Waiver Agreement" submitted by Keshavarz. The Agreement needs to indicate that the CRA is protected by sovereign immunity. He offered to revise the Agreement to include this language and bring the item back to the March CRA Board meeting for action.

IX. AJOURNMENT

It was moved by Mr. Kirby and seconded by Ms. Rufty to adjourn the meeting.
The meeting adjourned at 5:40 p.m.

_____ Secretary, WCRA
Lupe Julius- Quitos

Opportunity Early Learning Center

Westgate CRA Workshop

Background Material

The Community Contribution

The Opportunity Early Childhood Education & Development Program for At-Risk Children and their Families, delivered at our Learning Center, prepares disadvantaged children to begin public school on an equal footing with their more privileged peers. The program empowers children of low-income, working families to achieve future academic and life success by providing superior early childhood educational programming and support services, and by assisting families with strategies to achieve self-sufficiency.

In Palm Beach County, there are approximately 6000 children on the waiting list for a preschool education. There are fewer slots for infants and toddlers in licensed and regulated care settings, as most slots for this age group are more expensive and cost-prohibitive for those in low-income communities. Chronic shortages of star-rated centers persist. Low-income parents in search of child care and early childhood education for their children face profound accessibility and affordability obstacles. Of the 10 local early childhood centers in our area, Opportunity, Inc. is among the few that offer a comprehensive, fully accredited, five-star ranked education program targeted to meet the needs of low-income families. Only two other centers offer a nationally accredited program. Of the other similar ranking centers, Opportunity is the only facility in the immediate area specializing in care for those that are at-risk and low-income.

Opportunity Inc.

Established in 1939, Opportunity, Inc. is Palm Beach's oldest local charity and a United Way agency since its inception. We are driven by the philosophy that we are a "hand up," not a "hand out."

The children served by Opportunity, Inc. are those who stand to benefit the most from a high-quality preschool experience. Roughly 92% of our students are from low-income families, living below or within 120 percent of the federal poverty level. Their parents have limited formal education - only 40% have graduated from high school. Prior to entering school, the children exhibit lower levels of cognitive/academic achievement, weaker self-regulatory skills, and higher levels of problematic behavior than their more affluent peers. Due to financial hardships, their parents cannot provide books and activities that are developmentally enriching. It is no surprise that without access to a strong early childhood education experience and additional family support provided by organizations like Opportunity, Inc., poor children often do not achieve their academic potential and, therefore, continue the cycle of multigenerational poverty.

Our curriculum consists of two major components:

1) Holistic Early Childhood Education -- Opportunity, Inc., bases its curriculum on the *Florida Early Learning and Developmental Standards for Four-Year-Olds*, the established set of performance standards for Florida's four-year-olds in School Readiness and Voluntary Pre-Kindergarten (VPK) programs for kindergarten readiness. Opportunity, Inc. expands upon the established Florida standards, addressing critical thinking skills, the incorporation of technology into the curriculum, and social/emotional development.

2) Family Development -- As a requirement of attending Opportunity, Inc., all parents are required to participate in parenting skill training and are provided a variety of outreach services. Parenting skills training and outreach services help to strengthen the family, bolstering security for the child and self-sufficiency for the parent(s).

Opportunity, Inc. is accredited by the National Accreditation Commission; recognized as a Gold Seal School of Excellence by the Florida Department of Children and Families; rated for six consecutive years at the highest attainable "five-star" rate by the Quality Counts Quality Improvement System of the Children's Services Council of Palm Beach County; and supported with a "Four Star" rating by Charity Navigator. This past year, forty children graduated from Opportunity, Inc. preschool and 92% of those children started kindergarten at the same social and academic level as their more affluent peers

Opportunity, Inc. continues to operate at full capacity at the Mary Alice Fortin Center located in the intersection of Westgate Road and Quail Drive. The facility accommodates 96 children, ages six weeks to five years. The waiting list continues to grow and now stands at approximately 250 children.

Expansion

Our Board of Directors has begun a process to expand our facilities, so that we can more effectively and efficiently contribute to the needs of the community. We have completed Phase I of our Expansion Plan, a feasibility study with the White Hutchinson Leisure & Learning Group of Kansas City, Missouri, which confirmed the need for expansion and defined the organization's existing and future operational needs.

We have just started Phase II of the Expansion Plan for the building of a new school by signing a contract to purchase four acres of land on Congress Avenue. This phase also addresses: potential funding from all sources, governmental, grants and benefactors; site planning and due diligence expenses relating to the acquisition of new land; architectural design of a school for 220 children; and construction bids.

The purchase of the land will be funded with an anonymous grant of $1,600,000. Jill and David H. Gilmour, via The Wakaya Charitable Trust, have given $2,000,000 as the initial donation to our capital campaign. The cost of construction is expected to be $4,500,000.

Workshop Presentation

Introduction	Jack Shirreffs – Executive Vice President
Mission & Community Relations	Ali Eger – Executive Director
Future Site Planning	Josh Nichols – Jon Schmidt & Associates
Closure	Jack Shirreffs – Executive Vice President

5

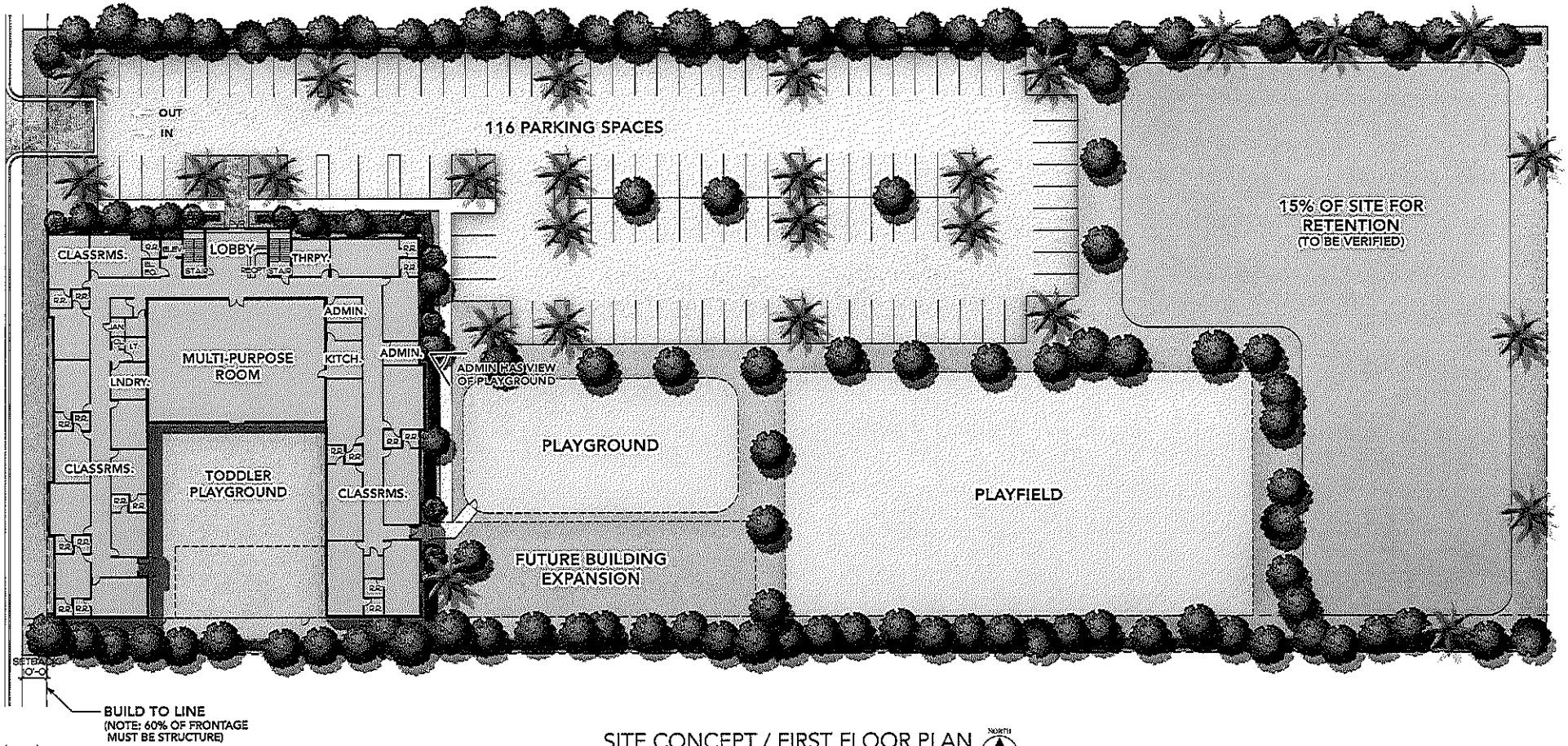
Jon E. Schmidt and Associates

GLIDDENSPINA + PARTNERS

CONCEPT SKETCH

OPPORTUNITY
EARLY LEARNING CENTER
WEST PALM BEACH, FLORIDA

Opportunity Early Learning Center



BUILD TO LINE
(NOTE: 60% OF FRONTAGE MUST BE STRUCTURE)

SITE CONCEPT / FIRST FLOOR PLAN

SCALE: 1" = 40' (AT 11X17)

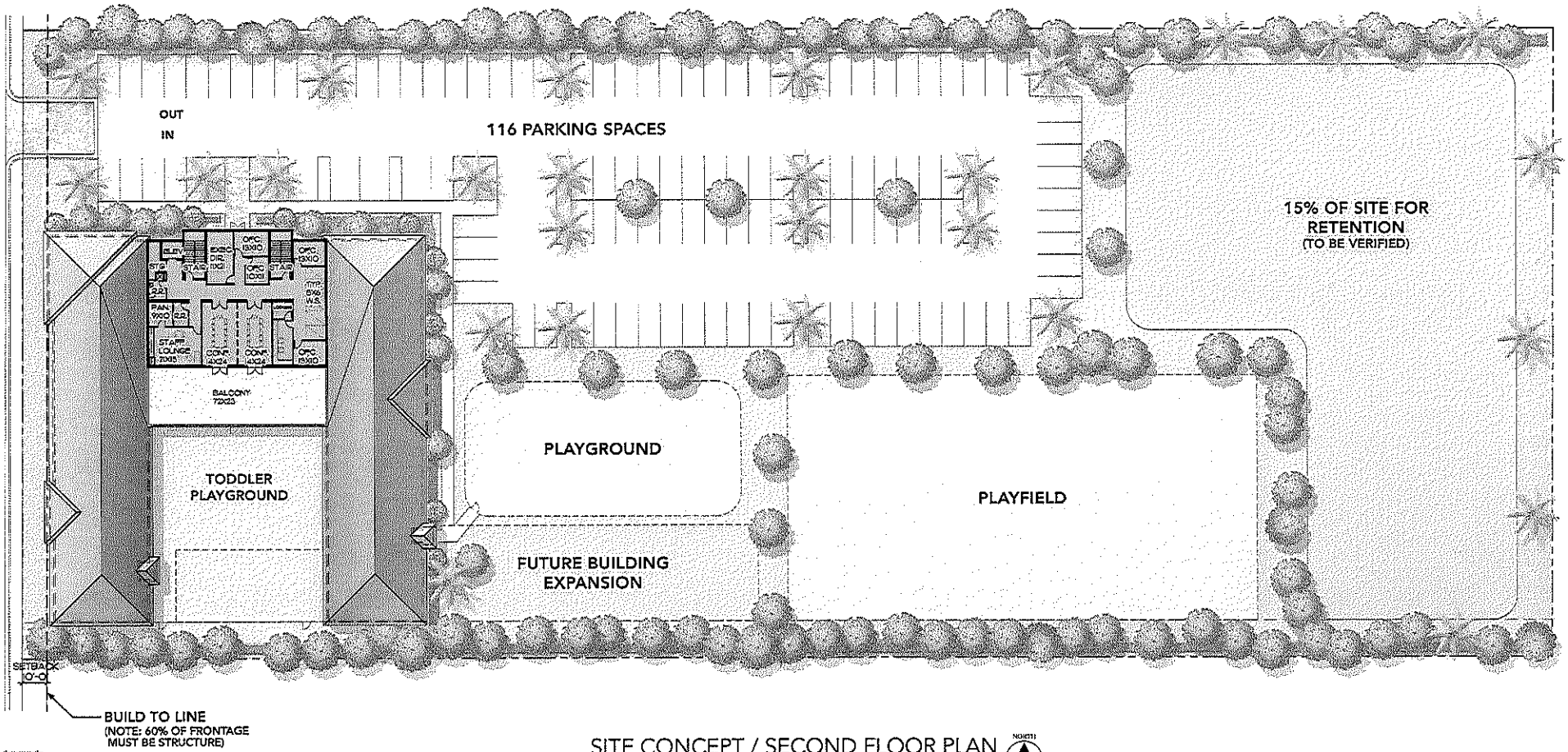
NORTH

Jon E. Schmidt and Associates

GLIDDENSPINA + PARTNERS

OPPORTUNITY
EARLY LEARNING CENTER
WEST PALM BEACH, FLORIDA

Opportunity Early Learning Center



SITE CONCEPT / SECOND FLOOR PLAN

SCALE: 1" = 40' (AT 11X17)

NORTH

Jon E. Schmidt and Associates

GLIDDENSPINA + PARTNERS

OPPORTUNITY
EARLY LEARNING CENTER
WEST PALM BEACH, FLORIDA

Opportunity Early Learning Center

AGREEMENT FOR RELEASE OF PROJECT INFORMATION

THIS AGREEMENT by and between the WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY (hereinafter "Owner•), and KESHAVARZ & ASSOCIATES, a Florida corporation, (hereinafter, the ■Engineer•) is made this __ day of February, 2015.

WHEREAS, the Owner is an dependent special district of Palm Beach County and given those powers and responsibilities enumerated by Chapter 163, Part III Florida Statutes and the Florida Constitution; and

WHEREAS, the Owner has the power to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Section 163.370 Florida Statutes; and

WHEREAS, the Owner and Engineer were parties to a continuing contract whereby Keshavarz providing engineering services to the CRA; and

WHEREAS, the Owner's contract with the Engineer was terminated; and

WHEREAS, the Owner has requested and the Engineer has agreed to provide certain public records, including drawings, calculations, specifications and other information pertaining to certain public infrastructure projects.

NOW THEREFORE the Parties agree as follows:

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

2. Engineer shall provide to the Owner drawings, calculations, specifications and other information (the Documents) pertaining to the following public infrastructure projects (collectively "Projects"):

PROJECT NAME: Congress Avenue Medians	**PROJECT # 04-047**
PROJECT NAME: Westgate Avenue	**PROJECT # 06-040**
PROJECT NAME: L-2 / L-2B Canal Improvements	**PROJECT # 06-046**
PROJECT NAME: Aerial Survey	**PROJECT # 07-004**
PROJECT NAME: Westgate N Area Improvements	**PROJECT # 07-007**
PROJECT NAME: Central Lake	**PROJECT # 08-896**
PROJECT NAME: L-2 Canal Pump Station	**PROJECT # 08-897**
PROJECT NAME: Cherry Road Bridge Crossing	**PROJECT # 08-905**
PROJECT NAME: Babbling Brook	**PROJECT # 09-921**
PROJECT NAME: E 3½ Canal Improvements	**PROJECT # 09-922**
PROJECT NAME: L-2 Canal Phase 2	**PROJECT # 09-934**

3. Owner agrees that the Documents prepared by Engineer, whether in hard copy or machine readable form are instruments of professional service intended for

one-time use in the construction of each of the Projects, and shall remain the property of the Engineer. Engineer agrees that the Documents are public records and furthermore that the Owner is entitled to retain copies of the Documents, including electronic copies, for information and reference in connection with the occupancy and use of the Projects. Engineer agrees to maintain the original Documents for at least the period of time which is required to maintain public records pursuant to Chapter 119, Florida Statutes.

4. The Parties agree that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer may retain the original Documents and remove from the Documents provided to the Owner all identification reflecting the involvement of the Engineer in their preparation. The Engineer may retain hard copy originals of the Documents delivered to the Owner in machine readable form. Provided, however, the original Documents being maintained by Engineer shall be referred to and shall govern in the event of any inconsistency between the originals and the copies delivered to the Owner.

5. The Owner understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished with the introduction of inexactitudes, anomalies, and errors. In the event the Documents provided in machine readable form to the Owner are converted, the Owner agrees to assume any risks associated therewith and agrees to the fullest extent permitted by law, to hold harmless and indemnify the Engineer to the extent permitted by law from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees. Engineer acknowledges and agrees that the Owner as a public agency is entitled to sovereign immunity pursuant to § 768.28, Fla. Stat., and that the Owner's liability is limited as provided for therein.

6. The Owner recognizes that changes or modifications to the Documents by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

7. In consideration of the Engineer's agreement herein to deliver the Documents in machine readable form, the Owner agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, and reuse by others of the machine readable Documents provided by the Engineer. The foregoing indemnification applies, with limitation, to any use of the Documents on other projects, for additions to the projects by others, excepting only such use as may be authorized, in writing, by the Engineer. Engineer acknowledges and agrees that the Owner as a public agency is entitled to sovereign immunity pursuant to § 768.28, Fla. Stat., and that Owner's liability is limited as provided for therein.

8. Consideration. The sole consideration for the execution of this Agreement by the Parties is the promises specifically stated herein. Each of the Parties hereto has entered into this Agreement freely and voluntarily and after having the opportunity to consult with counsel. The Parties appreciate and understand the terms hereto and are fully satisfied with the terms set forth herein.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the choice of law provisions or any other provisions which would make this governing law selection unenforceable. The sole forum for resolving disputes arising under or relating to this Agreement is the Circuit Court for the County of Palm Beach, Florida, and all related appellate courts, and the parties hereby consent to the jurisdiction and venue of such courts.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement.

11. Entire Agreement. This Agreement and exhibits hereto embody the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Owner and Engineer.

12. Attorney Fees. In the event of litigation initiated by either party is to enforce the terms of this Agreement is necessary, the prevailing party shall be entitled to recover is attorney fees and costs.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year last executed below.

WITNESS

_____

_____

_____

_____

KESHAVARZ & ASSOCIATES, INC.

By: _____

WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT AGENCY

By: _____

p:\docs\26504\00001\doc\1lf4552.docx

NON-DISCRIMINATION POLICY

It is the policy of the Westgate Belvedere Homes Community Redevelopment Agency (Westgate CRA) that the CRA shall not practice discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Furthermore, the Westgate CRA shall not do business with any entity that practice discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Starting on March 9, 2015, all entities entering into a contract with the Westgate CRA are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of the Westgate CRA stated above, prior to entering into any contract with the Westgate CRA. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with the Westgate CRA's policy.

FIRST AMENDMENT TO THE LANDSCAPE MAINTENANCE CONTRACT BETWEEN THE WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY AND CHRIS WAYNE AND ASSOCIATES, INC.

THIS amendment to the Contract between the WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, whose address is 1280 N. Congress Ave. Suite 215, West Palm Beach FL. 33409 (hereinafter, the CRA), and CHRIS WAYNE AND ASSOCIATES, INC., whose address of 15863 97th Drive North, Jupiter, FL 33478-9310, a Florida corporation, (hereinafter, the CONTRACTOR) is made this __ day of March, 2015.

WITNESSETH

WHEREAS, the CRA is a dependent special district of Palm Beach County and given those powers and responsibilities enumerated by Chapter 163, Part III Florida Statutes and the Florida Constitution; and

WHEREAS, the CRA has the power to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Section 163.370 Florida Statutes; and

WHEREAS, the CRA previously solicited and received proposals from contractors for that certain construction project known as "Landscape Maintenance" (the Project) and CONTRACTOR responded to the CRA's solicitation and was selected as the contractor for the Project; and

WHEREAS, the CRA and CONTRACTOR entered into a Contract dated October 2, 2013; and

WHEREAS, the Contract authorizes amendments thereto provided the terms are in writing and duly executed by the Parties authorized representatives; and

WHEREAS, the CRA and CONTRACTOR have agreed to amend the Contract;

NOW THEREFORE, the CRA and the CONTRACTOR do hereby agree to amend the Contract as follows:

1. Scope of Service

1.1 The CONTRACTOR hereby agrees to provide landscape maintenance for the L-2 and L-2B Canal on Oswego and between Saginaw and Hiawatha as shown on Exhibit 1, which is attached hereto and incorporated herein and; to provide

22

landscape maintenance to WL, 2610 Chickamauga, twice per month instead of once per month and lake island once per month.

1.2 The CONTRACTOR hereby agrees to provide landscape maintenance for the right-of-way maintenance of the Babbling Brook twice a month for seven months (April - October) and once a month for 5 months (November – March) for a total of 19 visits per year for an additional sum of $120 a month in accordance with Addendum 2.

1.3 The CONTRACTOR hereby agrees to provide landscape maintenance once a month for the properties listed on Addendum 3 instead of once every two months for an additional sum of $645 a month.

2. Contract Sum

2.1 The Contract Sum for the services set forth in 1.1, above shall be increased by $440 per month in accordance with Addendum 1 which is attached hereto and incorporated herein.

2.2 The Contract Sum for the services set forth in 1.2, above shall be increased by $120 per month in accordance with Addendum 2 which is attached hereto and incorporated herein.

2.3 The Contract Sum for the services set forth in 1.3, above is increased by $ 645 per month in accordance with Addendum 3, which is attached hereto and incorporated herein.

2.4 The total Contract Sum as set forth in this amendment adds a total of $1,205 a month on the original contract plus an insurance cost of $49 per month for a total of $1,254 per month. This amendment will change the current monthly contract service charge of $916 to **$2,170**.The current annual contract of $11,052 will change to **$26,472**.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

ATTEST:

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

_____

By: _____
Ronald L. Daniels, Chairman

ATTEST:

_____

_____

CHRIS WAYNE AND ASSOCIATES, INC.

By:_____
Chris Wayne, President

WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT AGENCY

February 6, 2015

Ward & Company, P.A.
5725 Corporate Way, Suite 206
West Palm Beach, Fl. 33407

Re: Westgate/Belvedere Homes Community Redevelopment Agency Audit Comment

Dear Ms. Ward:

This is to address your audit comment regarding the rental activities.

In FY 2014, the Westgate CRA Board put in place policies to strengthen the reporting of rental property activities. These policies were developed in the second half of the Fiscal Year and approved by the Board on September 8, 2014. As a result, for the period between October through March, rental activities were reported under previous procedures. The old procedures were not adequate, creating the reporting problem that was identified in the Audit Report.

In the FY 2015, management has been using and will continue to use the policies and procedures that were approved by the Board in 2014. They will provide better controls for rental income reporting activities. The CRA will collect all rents, approve and pay for all repairs, and pay property management fees on a monthly basis. The rental property activities will be properly posted monthly in the accounting system.

Moreover, a significant number of the rental properties (4 out 6) have been vacated. These four properties have been put on a demolition plan. They will be demolished in the next six months. The rental activities of the remaining two properties will be properly and timely recorded per the approved rental property policies.

I hope that this statement has addresses the rental property activity comment. If you have any questions or need further information, please feel free to contact our office.

Respectfully yours,

Elizée Michel

Elizée Michel, AICP
Executive Director

CC: CRA Board
File

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1280 N. Congress Avenue, Suite 215 • West Palm Beach, Florida 33409 • 561.640.8181 • Fax 561.640.8180

February 11, 2015

Edward Lowery, Director
Department of Economic Sustainability
100 Australian Suite 500
West Palm Beach, Fl. 33406

Re: Signatory Authority

Dear Mr. Lowery

This is to certify that the Westgate Belvedere Homes Community Redevelopment Agency's (Westgate CRA) Board Chair is authorized to sign documents on behalf of the Westgate CRA Board as evidenced by the attached By-law excerpt.

Furthermore, at its January 12, 2015 meeting, the Westgate CRA Board authorized the Board Chair to execute the Department of Economic Sustainability's CDBG Agreement to receive funding for the construction of the L-2 Canal. The meeting minutes are included for your consideration.

Thank you for supporting the Westgate CRA's effort to revitalize the area. If you need any more information, feel free to contact our office.

Sincerely,

Ronald L Daniels, Board Chair
Westgate/Belvedere Homes Community Redevelopment Agency

CC: CRA Board
File

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FEMA Fact Sheet

Federal Insurance and Mitigation Administration

How April 2015 Program Changes Will Affect Flood Insurance Premiums

The National Flood Insurance Program (NFIP) is in the process of implementing Congressionally mandated reforms required by the Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) that repeal and modify the Biggert-Waters Flood Insurance Reform Act of 2012 (Biggert-Waters). The new law slows some flood insurance rate increases and offers relief to some policyholders who experienced steep flood insurance premium increases in 2013 and early 2014. Flood insurance rates and other charges will be revised for new or existing policies beginning on April 1, 2015. In addition to insurance rates, other changes resulting from Biggert-Waters and HFIAA will be implemented that will affect the total amount a policyholder pays for a flood insurance policy. Highlights of some of those changes follow. For full explanations and guidance, see WYO Bulletin (W-14053) and the Flood Insurance Manual.

The changes taking place in April include an increase in the Reserve Fund Assessment, the implementation of an annual surcharge on all new and renewed policies, an additional deductible option, an increase in the Federal Polic Fee, and rate increases for most policies. Key changes include:

- Implementing annual rate changes that set rates using rate-increase limitations set by HFIAA for individu premiums and rate classes:
  - Limiting increases for individual premiums to 18 percent of premium.
  - Limiting increases for average rate classes to 15 percent.
  - Mandatory increases for certain subsidized policyholders under Biggert-Waters and HFIAA.
- Increasing the Reserve Fund assessments required by Biggert-Waters.
- Implementing annual surcharges required by HFIAA.
- Guidance on substantially damaged and substantially improved structures, and additional rating guidance on buildings constructed before their communities' first Flood Insurance Rate Maps (FIRMs) became effective (known as pre-FIRM structures).
- Implementing a new procedure for properties newly mapped into the Special Flood Hazard Area (SFHA) and existing **Preferred Risk Policy Eligibility Extension** (PRP EE), a cost-saving flood insurance coverage option for property owners whose buildings were newly mapped into an SFHA. The premiums will be the same as the PRP, which offers low-cost flood insurance to owners and tenants of eligible residential and non-residential buildings located in moderate- to low-risk areas for the first year (calculated before fees and assessments) to comply with provisions of HFIAA.
- Reformulating expense loading on premiums, reducing the expense load on the highest-risk policies as an interim step while investigating expenses on policies as required by Biggert-Waters.

The changes will take effect on April 1, 2015.

Reserve Fund Assessment Increasing

- Biggert-Waters required the establishment of a Reserve Fund to help cover costs when claims exceed the annual premium collected by the NFIP. FEMA began collecting an assessment in 2013 to add money to the Reserve Fund.
- The Reserve Fund assessment initially applied to all policies other than PRPs in 2013. The assessment on those policies will increase in 2015.
- Starting in 2015, PRPs will begin contributing to the Reserve Fund.

Policy	2014 Fee (as a percent of premium)	2015 Fee (as a percent of premium)
Preferred Risk Policies (PRPs)	0%	10%
Property Newly Mapped into the SFHA (Previous Preferred Risk Policies Eligibility Extension [PRP EE])	0%	15%
All Other Policies	5%	15%

HFIAA Surcharge Begins

- HFIAA slowed the elimination of subsidies provided for in Biggert-Waters and amended most of the provisions mandating that certain policies transition immediately to full-risk rates.
- To compensate for the decrease in revenue, the new law calls for the addition of a surcharge on all policies that will be collected until, with limited exceptions, all subsidies are eliminated.
- The surcharge is a flat fee applied to all policies based on the occupancy type of the insured building and is ***not*** associated with the flood zone in which the building is located or the construction date of the building (e.g., pre- or post-FIRM).
- The surcharge also applies to a renter's contents-only policy based on the policyholder's occupancy of the building or unit.

Occupancy Type	Annual Surcharge
Primary Residential: single-family and individual condominium units	$25
Non-Primary Residential: single-family and individual condominium units	$250
Multifamily Residential: condominium and other buildings	$250
Non-Residential	$250

When a Map Change Occurs

- Current PRP EE policies and policies for insured buildings that are newly mapped into high-risk areas from moderate- to low-risk areas will be eligible to receive PRP rates for 1 year after the maps become effective. The Federal Policy Fee for these and existing PRP EE policies will increase to $45 to ensure the solvency and sustainability of the program.
- For these policies, the rates at renewal will increase no more than 18 percent each year.
- Grandfathering remains a cost-saving option for policyholders when new maps show their buildings in a higher-risk area (e.g., Zone A to Zone V; increase in Base Flood Elevation).

What Is Grandfathering?

When FIRM changes occur, the NFIP provides a lower-cost flood insurance rating option known as "grandfathering," which is available for property owners who:

- Have flood insurance policies in effect when the new flood maps become effective and then maintain continuous coverage; or
- Have built in compliance with the FIRM in effect at the time of construction.

To learn more, visit the NFIP's Grandfathering Fact Sheet at **floodsmart.gov/floodsmart/pdfs/Grandfathering+Fact+Sheet+for+Agents-2010.pdf.**

Other Changes Coming in April

- As required by HFIAA, the maximum deductible for a flood insurance policy will increase to $10,000 for single-family and two- to four-family dwellings. If used, the deductible must apply to both building and contents. For single-family homes, choosing the maximum deductible will result in up to a 40 percent discount from the base premium. It is important to remember that using the maximum deductible may not be appropriate in every financial circumstance and may not be allowed by lenders to meet mandatory purchase requirements.
- The Federal Policy Fee will increase by $1 for most policies other than the PRP, which remains $22. The exception is policies rated using the map change table, which will increase to $45 to ensure the solvency and sustainability of the program.
- A new rate table showing annual rate increases of 25 percent will be created for pre-FIRM buildings that have been substantially damaged or improved. However, repairs made to these structures typically must meet current building codes and, therefore, will usually receive a better rate using post-FIRM rate tables.
- In most cases, average rate increases for each rating class are capped at 15 percent; the annual surcharge and Federal Policy Fee are not included in the rate calculation and could result in the total amount charged a policyholder increasing by more than 18 percent.

For full explanations and guidance, see WYO Bulletin (W-14053) and the Flood Insurance Manual.

Read the latest WYO Bulletins for complete rate-change information at **NFIPiService.com**