



WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
Monday, January 10, 2022 Board Meeting
1280 N. Congress Ave. Suite 215
West Palm Beach FL 33409

NOTE: Agenda Summary (Pages 3 - 4)
Staff Report (Pages 5 - 11)

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 12 - 16)

IV. PUBLIC COMMENTS

V. DISCLOSURES

VI. CONSENT AGENDA

VII. REGULAR AGENDA

- 1. Approval of an Extension of the Option Period and the Option Agreement with the Danza Group (Pages 17 - 28)**
- 2. Approval of 2022 Westgate CRA Board Meeting Calendar (Page 29)**

VIII. REPORTS

- A. Staff Reports**
Correspondence
- B. Attorney's Report**
- C. Committee Reports and Board Comments**
 - 1. Administrative/Finance –**
 - 2. Capital Improvements – Chair, Mr. Daniels**



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3. Land Use –
 4. Real Estate – Chair, Mr. Kirby
 5. Marketing –
 6. Community Affairs –
 7. Special Events – Chair, Ms. Ruffy
 8. Correspondences

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 SECTIONS 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

Meeting January 10, 2020

REGULAR AGENDA

1. Approval of an Extension of the Option Period and the Option Agreement with the Danza Group

A. Background and Summary: The CRA Board executed an Agreement with the Danza Group on February 24, 2021. The Agreement provides that the Group has one year from the date of the execution of the Agreement to exercise the option to acquire the properties from the CRA. This Option Period will expire on February 24, 2022.

Prior to the expiration of the Option Period, Danza needs to demonstrate to the reasonable satisfaction of the WCRA, first, that the Group has cash on hand sufficient to acquire and redevelop the property substantially as set forth in the Agreement and second, that the Group has obtained from Palm Beach County and other applicable land development regulators approvals which allows Danza to develop the project detailed in the Option Agreement.

Danza has indicated that they can meet the first condition, but they have not submitted applications for land development entitlement.

Last month, the Group wanted to exercise the option. A request that the Board denied at the December meeting where it was suggested that they request an extension to give them time to secure the land development approvals they need. A one-year extension will give them enough time to request and secure the approvals they need for the project.

B. Recommendation: Staff recommends that the Board approve a one-year extension of the Option Period and the Option Agreement with the Danza Group.

2. Approval of 2022 Westgate CRA Board Meeting Calendar



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- A. Background and Summary:** The 2022 Board Meeting Calendar is submitted for approval. There is a Holiday on October 10. The October meeting can be moved to October 3. The November meeting stays on the second Monday since it will not interfere with Veteran's Day.
- B. Recommendation:** Approve the 2022 Board Meeting Calendar as presented or with changes from the Board.

WESTGATE/BELVEDERE HOMES CRA BOARD MEETING January 10, 2022

Staff Update on In-House Projects

2022 WCRAO/ULDC Amendments (INITIATED)

Background: CRA staff submitted a request letter for amendments to the CRA's zoning overlay in early December 2021 with the optic of adoption by the BCC at the end of 2022. The Zoning Division is under new directorship, and the two-round policy for UDLC amendments is replaced by a prioritization scale. The CRA will work with County Code Revision staff and County departments to develop amendment language for Board review in the coming months. Staff will utilize one of its continuing planning consultants to assist; a proposal for planning technical assistance services will be brought to the Board in February. The following is a working list of amendments being contemplated:

- create an allowance for split zoning districts particularly when a project is mixed use
- delete or revise the requirement for an arcade or gallery in the NC Sub-area
- dilute Parks & Recreation requirements for open space in the WCRAO
- add parking deviations when a site in the WCRAO is repurposed for a new use and/or when on-street/curbside parking is available, allow on street parking to count towards parking ratios
- additional deviations from ROW buffers and foundation plantings when a project fronts a street with ROW landscaping, additional deviations from incompatibility/compatibility buffers to better support horizontal integration of mixed use, deviations from Art. 7 requirements internal to site, eg. islands, which constrain development on small infill sites
- BBL exception for Westgate Ave. to extend to entire NC sub-area
- amend Art. 8 language related to freestanding signage in the NC
- amend language related to office-warehouse use in WCRAO, % of office per bay
- create a WCRAO pilot program for a new "food truck hub" use
- possible tweaks to WCRAO sub-areas intent and goals to reflect changing trends

FY21 TCRPC Brownfields Site Assessment Grant (APPROVED)

Update: Cardno conducted a Phase II assessment in early December; the CRA is awaiting findings. Findings indicate the need to conduct further assessment of the site to determine if historical adjacent uses have negatively impacted the site. The CRA was approved by the TCRPC for a Phase I Environmental Assessment on September 9, 2021. Brownfields environmental consultants Cardno, completed the Phase I assessment in mid-October 2021.

On August 25, 2021, CRA staff submitted an application for funding from the TCRPC (Treasure Coast Regional Planning Council) Brownfields Program for a Phase I Environmental Assessment for the Chickagmauga redevelopment site. Due to historic auto salvage and a dry cleaning use on Okeechobee on the site now occupied by Cumberland Farms, there is a likelihood that the site has some degree of contamination. The grant would fund a Phase I assessment, and a possible Phase II assessment depending upon initial findings. Any remediation timelines and cost to be determined. State funding is possible.

Background: The Chickagmauga site consists of 3 parcels, one containing an occupied single family dwelling, purchased by the CRA in December 2019 for \$550,000. The site is located directly south of Spencer Square facing the Dennis Koehler Preserve to the south. The site is earmarked for the CRA for mixed use or high density residential redevelopment. CRA staff anticipates issuing an RFP in FY22.

CDBG Funding for Demolition of CRA-Properties (STARTED)

In April 2021 the Board approved a request to authorize PBC DHES to demolish 4 vacant homes on CRA-owned properties on Cherokee and Westgate Avenues. The CRA purchased the properties in 2018 with the optic of holding the land for private redevelopment. The homes are severely dilapidated, structurally unsafe, and have become a magnet for criminal activity, contributing to slum and blight in the community, particularly on Westgate Avenue. Staff applied to a DHES program to access CDBG funding for the demolition of the homes. The process is to be administered and managed by DHES staff who will be responsible for procuring contractors, administering the mitigation of asbestos and lead based paint, and ensuring that the demolition process follows all federal guidelines. The DHES contractor will acquire all necessary permits and complete the work. The CRA will likely plant grass following site clearance. The demolition is anticipated to cost \$60-80,0000.

2021 Comprehensive Plan Amendments (ONGOING)

Update: The amendments were transmitted to the BCC at their meeting on November 3, 2021. The WCRA TCEA amendment was recommended for approval by the Planning Commission on August 13, 2021. BCC adoption of the TCEA amendments to occur later this year. Amendments to the FLUE are on hold.

The PBC Planning Division is moving forward to amendments to the WCRA TCEA program that would remove all conditions of approval in this Comp. Plan amendment cycle. CRA staff would still be required to submit annual reports on the status of built projects and remaining daily and pm peak trips, until the pool is exhausted. Planning has determined that due to the legislative introduction of proportionate share, there is no longer a cost benefit to continue TCEA incentive programs. All TCEA programs Countywide are anticipated to sunset over time.

Background: The Planning Division is initiating amendments to the WCRAO in the Future Land Use and Transportation Elements of the Comp Plan. FLUE amendments will address an outdated policy allowing a 20% commercial bonus increase without amendments to the FLUA, and TE amendments will update policies related to WDRAO Density Bonus Program income categories following the adoption of the 2020-02 amendments to the DBP in the ULDC. Amendments may also include updates to the WCRAO narratives in both elements. Planning will take the lead in drafting amendment language.

Public Assistance Grant (ONGOING)

FEMA has approved nearly \$100,000 to pay for debris removal, and clean up detention ponds as a result of Hurricane Irma. Staff is working with the Florida Department of Emergency Management to implement this project.

Community Garden/Greenmarket (ONGOING)

Update: The Plat is ready to be recorded. Following the completion of corner clip dedications, the project can move into the permitting phase. Electricity, an irrigation pump and an irrigation system have been installed. Staff is working on developing a design and securing a contractor for site improvements and installation of a pre-manufactured structure to act as a permanent greenmarket.

Background: Staff engaged Schmidt-Nichols (SN) to prepare a site plan for the community garden and the green market. The CRA initiated new regulations to allow green markets to operate as an accessory to community gardens without having to buffer surrounding residential uses with an opaque wall and 20 ft landscape buffer. The site plan includes an enclosed structure with a bathroom and a walk-in cooler. The community garden/greenmarket received site plan approval in March 2018.

CRA staff proposed amendment language, adopted in the 2018-02 Round, to eliminate the community garden use from landscaping requirements, and modified code language regarding hours of operation and building size and placement for the accessory greenmarket use. Schmidt Nichols submitted an administrative amendment (ZAR) to remove the landscape buffers and ROW utility easement. The ZAR was approved in April 2019. The permits have been approved to operate the community garden. The electrician and plumbing contractors are working with the utility companies. The CRA will begin to work with a contractor/architect to design the greenmarket structure and prepare plans to submit for building permit. Platting is a condition of approval and is underway.

PBC Solid Waste Authority (SWA) Blighted & Distressed Properties Grants

FY 18/19 – Oswego Avenue Properties Clean-up - Westgate Dog Park (IN CONSTRUCTION)

Update: The master permit was issued at the beginning of December; sub-permits for irrigation and fencing are also issued. Electrical sub-permit is under review. WUD installation of water meter is delayed and has caused a minor delay in project completion; irrigation and landscaping/sod cannot be installed water is available. Anticipate beginning of February completion. A contract time extension by change order may be needed.

The Board approved the bid proposal in the amount of \$189,468 submitted by All-Site Construction and authorized staff to execute the construction contract at its September meeting. Earth work has begun on site and permit review is well underway.

To move the project forward and prevent further delay, CRA staff entered into an LOI (letter of intent) with All-Site Construction on August 20, 2021 that allows the contractor to submit for permit and begin ordering materials and equipment that have a long lead time, ahead of Board approval of the contract. The permit has been submitted and is under review: the CRA paid the permit fees directly.

CRA staff issued an ITB (Invitation to Bid) to construct the park on June 26th, following Board approval on June 14th. Bids were due on July 26th. Despite interest from several contractors (there were 8 plan holders at bid close), only one contractor, All-Site Construction, submitted a bid proposal for consideration. CRA staff has reviewed the bid and is verifying references. The proposal amount is \$189,468 which is in excess, although not substantially, of the CRA's original cost estimate for the project, however, due to current construction costs, the proposal is reasonable. Given the SWA grant timeline, already extended, and the risk of no response should the bid be reissued, Staff is recommending that the contractor be selected.

A revised cost estimate, generalized to reflect increases in construction and materials costs, prepared by Schmidt Nichols projects the budget on the project to reach approximately \$143,500 with contingency. The SWA grant will fund \$92,700 of the project with the CRA's responsibility at \$50,800. Staff will review bid submittals 30 days after ITB issuance, and bring the tabulations to the Board for final selection at their August meeting.

The CRA has paid a landscape contractor to remove invasive trees, vegetation and debris on the sites. An additional time extension of the grant agreement has been provided by the SWA. Staff worked with Schmidt Nichols on the dog park design. A site and landscape plan, along with cost estimate have been provided. The remaining lots will be cleared, sodded, and fenced commensurate with the original scope.

Background: The CRA was awarded in the amount of \$92,700 to clean-up, clear, sod and fence 6 vacant CRA-owned properties on Oswego Avenue east of Seminole Blvd. previously earmarked for the L-2 Canal Expansion project. The CRA is proposing match funds in the amount of \$34,460. An Interlocal Agreement between the CRA & SWA was approved by the BCC in March 2018. The CRA received a 50% disbursement of total funds in April 2018.

SWA has approved an extension to the grant timeline and a change of scope to develop a dog park on three of the Oswego Avenue parcels targeted for the properties clean-up. The dog park will include areas and equipment for small and large dogs, fencing, landscaping, and benches. By the fall of 2018, the LWDD cleared a majority of the vegetation overgrowth along the L-2 canal leaving a window of opportunity in the budget to create a simple dog park and still maintain the overall budgeted amount.

PBC Transportation Planning Agency (TPA) Transportation Alternatives (TAP) & Local Initiatives (LI) Grants

FY20 Cherry Road Pedestrian & Safety Improvements (FUNDED)

Update: PBC Engineering has expressed concerns regarding crosswalks on the approved cross section that requires resolution in order for the project to move forward on the TPA grant timeline.

The Cherry Road project received approval for funding by the TPA Governing Board in July, 2020. The CRA engaged consultants, WGI to refine the Cherry Rd. improvements project for TPA TAP grant application submittal in the 2020 cycle. CRA Staff and WGI worked with Engineering on improving the proposed typical sections. The project proposes reduced with travel lanes for traffic calming, new sidewalks on the south side of Cherry Rd east and west of the bridge to the intersection of Country Club Rd., a new 12' shared multi-use path on the north side of the corridor, new crosswalks, pedestrian scale lighting, and shade trees where allowed. The total project cost is \$1.96 million. The grant reimburses \$1 million. The application was submitted to the TPA on February 28, 2020.

FY19 and Seminole Blvd. Complete Streets (FUNDED/STARTED)

Update: PBC Engineering has requested administration and design fees to initiate the project. The County will issue an RFP for engineering design in early 2022.

The Transportation Planning Agency Governing Board approved funding for the Seminole Blvd project at their July 18th meeting. The Seminole project was ranked #1. Staff and WGI presented the projects to FDOT and BTPAC in early April; Seminole was ranked #1 and Cherry Rd was #4. The Board recommended that the Seminole Blvd project should be prioritized since it ranked higher and is a larger project.

Background: The Board approved a two-fold work assignment with WGI in November 2018 to prepare a feasibility analysis to identify the best two projects to submit to the TPA for the 2019 Transportation Alternatives Program (TAP) cycle. Based on findings presented by WGI, the Board selected the following project:

Seminole Blvd Complete Streets which expands existing sidewalks to 10-12 ft. multi-use paths on each side of the roadway, adds high visibility crosswalks at each intersection, adds pedestrian scale lighting, and shade trees. The project boundaries are from Okeechobee Blvd. to Oswego Ave. Total construction cost is \$1,622,979. The grant reimburses \$1 million.

TAP grant projects are designed and constructed within 3 years of prioritized funding. Design will begin in 2020 with construction completion in 2022.

FY18 – Westgate Avenue Corridor Complete Streets (DESIGN 75% COMPLETE)

Update: American Consulting Engineers (ACE) has completed design plans to 100% constructability. PBC Engineering Streetscape section is reviewing. The design engineers have finished phase 2 of the constructability plans. Due to the number of driveways and regulations for safe sight lines, the CRA must now work with certain owners to get approval to close access from Westgate where side and rear access is available in an effort to add more landscaping and on-street parking. The project cost estimate is now \$4,752,321 with \$2,324,351 in participating costs funded by FDOT. The CRA is responsible for PBC Engineering administrative, design and CEI costs.

Design is moving forward without a roundabout. CRA Staff met with County Roadway Production and the project consulting engineers in February to discuss the design, scope and timeline of the project. The CRA has been asked to provide input on lighting design and landscaping.

A County Selection Committee met in November 2019 and selected American Consulting Engineers of Florida (ACE) to design the project. CRA staff was in attendance for the presentations and scoring. The County Engineering Department had shortlisted three firms for the project, including CRA consultants WGI, however, volume of previous work was an overriding factor in selection.

Background Information: Staff engaged WGI to coordinate the preparation of travel demand forecast modelling to determine the impact of reducing Westgate Ave from 5 lanes to 3 lanes utilizing a road diet approach. WGI facilitated communication with PBC TPA and Engineering to determine the best design alternative, held a public input meeting, and drafted the final design for the project be used to obtain funding. WGI met with the Engineering Department to present the lane elimination plan. County staff is in support of the lane reduction from Wabasso to Congress, but they are not in support of the elevated landscape median. An alternative design, which allows for 3 lanes (2 thru lanes and one center turn lane), bike lanes, and floating landscape islands on both sides of the ROW alternating with on street parking was presented to County Engineering for approval and support. With assistance from WGI, the LI grant application was submitted on March 2, 2018. CRA staff is working with County Engineering and Administration to design and administer all 3 of the TPA grant projects.

The TPA Governing Board voted to adopt the TPA List of Priority Projects for the LRTP FY 2020-2024 at their September 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded the Governing Board. The Westgate Avenue Complete Streets project was ranked #1 of 6 entries to receive Local Initiatives Program funding. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019 for FY 2019/20. Construction funding will be approved after the design is completed.

FY18 – Phase II Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage (MOBILIZED)

Update: The contractor has begun construction of Phase II of the water mains and drainage project. Phase II of the TPA sidewalks and streetlights project will begin in the spring of 2022. Engenuity Group will continue to represent the CRA as PM on the drainage work.

The BCC is considering an agenda item on June 16th for the design of this second phase. The TPA Governing Board voted to adopt the TPA List of Priority Projects for the LRTP FY 2020-2024 at their September 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded the Governing Board. Phase II of the Belvedere Heights Streetlights and Sidewalks project was ranked #3 of 4. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019. Construction funding will be approved after the design is completed. The CRA needs to execute an MOU and provide upfront funding to the County for design.

Background Information: CRA staff prepared and submitted a Transportation Alternatives Program (TAP) grant application for Phase II – Wellington Road to Bridgeman Road, of the Belvedere Heights Neighborhood for sidewalks and streetlights to PBC TPA in March 2018.

FY17 – Phase I Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage (IN CONSTRUCTION)

Update: The water main and drainage work is complete. Phase I of the TPA grant project for sidewalks and streetlights project has mobilized. This phasing allowed the water main and drainage construction

to take place prior to the work of the TPA grants, keeping the TPA projects on the timeline set by the FDOT.

The neighborhood has experienced chronic poor drainage and the water mains have reached the end of their useable life and must be replaced. Mock Roos, the contractor for the sidewalks/streetlights project requested that PBC Water Utilities do the water main work prior to the installation of sidewalks and they have agreed; Mock Roos will also do this work. Engenuity Group has been working on a drainage design for the area and a request has been made for Water Utilities in collaboration with Engineering to do this work ahead of sidewalk installation as well. Water main replacement will occur January thru March, 2021 with drainage in March thru July, 2021. Construction on the sidewalks project is set to begin in August 2021.

Engineers are preparing the second part of the design. The Engineering Department has engaged several consultants through a CRA/County MOU to implement the project. Design is almost completed. The County is currently reaching out to the residents.

Background Information: An application was submitted to the TPA Transportation Alternatives Grant to request almost \$1 Million to install sidewalks and streetlights in Belvedere Heights in 2017. The funds will not be available until 2019. The BCC approved Engineering Department sponsorship of the project via resolution in May 2018.

CRA Strategic Plan (ONGOING – TO BE REVISITED IN FY22)

CRA staff is continuing to work on a 5-year strategic plan that will implement the goals and objectives of the amended Redevelopment Plan. A strategic plan will outline the specific tasks, timeline and budget required for redevelopment activities over the next 5 years. It can also serve as a platform for the CRA to refine its vision and mission statement in a way that is current with its shifting priorities. Staff has received some initial input from Board members. Work on the Strategic Plan is ongoing.

Streetlights for Belvedere Homes (ONGOING)

The Engineering Department is partnering with Office and Community Revitalization to install streetlight in Belvedere Homes. An initial meeting has been held. Citizens are currently gathering signatures and easement authorization from residents and property owners.

Proposed Private Redevelopment Projects

Below is list of private development projects in the Westgate CRA that are in the entitlements or the permitting process:

Projects	Address	Status
EZ Express Carwash	1098 N. Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> In Zoning – review for ABN of restaurant use & DRO approval for a 2,700 sf automatic carwash
Cherry Road Plaza MUPD	Cherry Rd	<ul style="list-style-type: none"> In Zoning – review for ABN, DOA, Variances, DRO approval for a 161,000 sf (phased) self-service storage facility
Broward Motorsports	2300 Okeechobee Blvd	<ul style="list-style-type: none"> In Zoning – DOA to address phased plan, additional square footage for storage & retail, access
Murphy Express Gas Station/C-store	1010 Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> In Zoning - demolish vacant Walgreens & relocate and expand existing Murphy Express and add c-store
Palm Key Apartments	Cherokee Ave	<ul style="list-style-type: none"> In Zoning – review for DRO approval 7 townhome-style multifamily units on .46 ac – utilizing CRA density bonus units
Museo Vault self-service storage (now Uovo Art)	4200 Westgate Ave	<ul style="list-style-type: none"> BCC approval of ABN September meeting proposing a 4-story, 50,000 sf fine art and antique storage facility
Autumn Ridge LITC mixed use	Congress Ave	<ul style="list-style-type: none"> DRO approval – on hold pending LITC funding 106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG
Soapy Shark Car Wash (formerly KFC/Jack's)	2200 Okeechobee Blvd.	<ul style="list-style-type: none"> In construction DRO Approval & 6 variances required
Duplex development	1115 Osceola	<ul style="list-style-type: none"> In permitting Utilizing 1 WCRA density bonus unit, non-conforming lot
Cottage Home project	Saginaw/Saranac	<ul style="list-style-type: none"> All units are now completed 1-acre site newly subdivided into 14 25 ft. lots for small homes
Congress Avenue - Greene Apartments	1710 N. Congress Ave	<ul style="list-style-type: none"> Permit issued, & earth work started 198 units (138 density bonus units from WCRA pool; 55 income restricted) SFWMD permit utilizes available acre feet from the Preserve
MacDonald Ind./McArthur Dairy	N. Florida Mango	<ul style="list-style-type: none"> On hold
Mi Pais Express Mixed Use	2633 Westgate Ave	<ul style="list-style-type: none"> Construction complete
Dos Hermanos Mixed Use	Westgate & Seminole Blvd	<ul style="list-style-type: none"> Administratively withdrawn

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

December 13, 2021

I. CALL TO ORDER (IN PERSON MEETING BROADCASTED ON ZOOM PLATFORM)

Mr. Daniels, the Board Chair, called the meeting to order at 5:14p.m. The roll was called by Ms. Bui.

Present: Ronald L. Daniels
Joanne Rufty
Enol Gilles
Joseph Kirby
Ruth Haggerty

Absent: Ralph Lewis
Yeraldi Benitez

Staff Present: Elizée Michel, Executive Director
Denise Pennell, Senior Planner
Carmen Geraine, Bookkeeper
Mai Bui, Administrative Assistant
Thomas J. Baird, Esq., General Counsel

Others Present: Dorritt Miller, Assistant County Administrator, Deputy George Gomez, Deputy Adam Robinson, Keith Jackson, PE, Engenuity Group, CRA Engineer, Chuck Lesnick, (All Virtually Via Zoom)

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

- Move item #1-6 from regular agenda to consent agenda.

2. Adoption of Agenda

- It was moved by Ms. Haggerty and seconded by Ms. Rufty to adopt the Agenda as amended. Motion carried (5-0)

III. ADOPTION OF W/BH CRA MINUTES

Ms. Haggerty has a correction on November 08, 2021 minutes. The added notation under additions, deletions, substitution to agenda shall be stated as follow:

Loan Forgiveness from the Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan Program for Corcyd LLC dba Tint World, Inc. agenda as #2 of consent agenda.

- It was moved by Ms. Haggerty and seconded by Mr. Kirby to adopt the minutes of the November 08, 2021 meeting as amended. Motion carried (5-0)

IV. PUBLIC COMMENT

- Mr. Chuck Lesnick of the Danza Group gave a brief report about the Westgate Avenue project. He stated that Danza Group would like to schedule a closing to purchase the CRA-owned properties as his firm has already sent the deposit to the Escrow Agent. Mr. Baird stated that his office has received the deposit check, and the request to close, but according to the Option Agreement, the Danza Group needs to meet two conditions before they can close. First, they must prove to the reasonable satisfaction of the CRA that they have cash on hand to complete the project and second, they must obtain all land development approvals. According to the Agreement, the closing cannot take place until those conditions are met unless the Board decides to amend the agreement to remove those conditions. Board members consented to leave the conditions in place. The Board Chair suggested that the CRA gives a letter to Danza or sign the consent documents to allow the Group to submit their application for land development entitlement. The Chair also proposed to Danza to submit a request to the Board at the next meeting to seek an extension of the Option Period to allow more time to obtain the necessary approvals.
- PBSO Deputy Gomez and Deputy Robinson gave a brief report to the Board about police activities in the Westgate CRA area for the previous month.

V. DISCLOSURES

- No disclosures

VI. CONSENT AGENDA

- **Renew a Continuing Contract with 2GHO, Inc., for Professional Planning, Landscape Architecture, and Property Development Assistance Services**

- **Renew a Continuing Contract with Schmidt Nichols Landscape Architecture & Urban Planning, Inc. (Schmidt Nichols), for Professional Planning, Landscape Architecture, and Property Development Assistance Services**
- **Renew a Continuing Contract with WGI, Inc., for Professional Planning, Landscape Architecture, and Property Development Assistance Services**
- **Renew a Continuing Contract with WGI, Inc., for Professional Surveying Services**
- **Renew a Continuing Contract with Engenuity Group Inc. for Professional Engineering Services**
- **Renew a Continuing Contract with Engenuity Group Inc. for Professional Surveying Services**

It was moved by Ms. Rufty and seconded by Ms. Haggerty to approve consent agendas. The motion passed unanimously (5-0)

VII. REGULAR AGENDA

1. Change Order Number 1 for All Site Construction Inc. for the Westgate Dog Park

Mr. Michel introduced the item. The Westgate CRA executed a contract with All Site Construction on September 13, 2021 to build a dog park on 2660 Oswego Avenue. The original electrical portion of the contract was to connect power to the irrigation controller, only. A more complete drawing was prepared after the contract was executed to include more electrical services. The new drawings/plans require the addition of a new NEMA 3R meter can and NEMA 3R DP panel, a duplex receptacle, larger galvanized Unistrut rack and relocation of the control panel and components to match FPL access point. This work is being added to the contract so the general contractor can coordinate the work and cover it under their insurance. It is a request made by our consultant and not by the contractor. The total cost of this change order is \$12,283.15

Staff recommends that the Board approve the Change Order #1 for All Site Construction to complete the additional electrical services for the Westgate Dog Park.

Ms. Haggerty asked which consultant wanted to make the changes, whether it was the irrigation contractor?

Mr. Michel responded that it was the electrical engineer engaged by the CRA. Not enough electrical services were included in the original design. The electrical engineer has prepared the plan at the CRA's request after the construction contractor was

selected. We didn't think that much service was going to be needed for a dog park. The additional services are needed primarily to run the irrigation system.

It was moved by Ms. Haggerty and seconded by Mr. Kirby to approve the Change Order #1. The motion passed unanimously (5-0)

2. Approval of Advance Payment for the Belvedere Heights Phase II Transportation Planning Agency Project

Mr. Michel presented the item. The CRA is working with the Engineering Department to install streetlights and sidewalks in the Northern Part of Belvedere Heights. The CRA has already submitted a check to the County for Phase I for the southern section. An advance payment is required before the County can sign the Agreement with FDOT to construct Phase II. Construction of Phase I is underway. Phase II will begin as soon as Phase I is completed. The construction is estimated at \$1,086,000.00; contingency is estimated at \$218,000.00; staff time and testing cost are estimated at \$94,000.00. The total amount requested is \$1,398,000.00. A portion of the construction cost will be reimbursed to the CRA by FDOT.

Staff recommends that the Board approves the advance payment of \$1,398,000.000 to Palm Beach County Engineering for the construction of Belvedere Heights Phase II.

Ms. Haggerty asked do we know how much FDOT going to reimburse and when will we receive the reimbursement? Will the amount cover the difference for what is budget for the project?

Mr. Michel stated that he does not remember the exact amount. He thinks it is around \$700,000. The county will hire a contractor. The contractor will submit pay application to the county. The County will pay the contractor with the money they receive from the CRA. After the contractor is paid, the county will submit a reimbursement request to FDOT. The reimbursement amount will be forwarded to the CRA. The CRA will start receiving reimbursements in about two months after the first pay application is submitted. This project is included in the budget. FDOT does not cover contingency, admin fees, and staff time.

It was moved by Ms. Haggerty and seconded by Ms. Rufty to approve the advance payment to PBC Engineering. The motion passed unanimously (5-0)

VIII. STAFF REPORTS

There was an incident on one of the WCRA owned vacant property at 2426 Cherokee at the corner of Westgate and Loxahatchee and Cherokee. The incident happened on 12/10/2021.

The permit has been issued for Green Apartment and construction has started.

The Westgate Dog Park construction is ongoing. It is a bit behind schedule because of permitting issues.

“Santa at the Park” at the Oswego Oaks Park was a success. Many community residents attended the event.

The CRA had also participated in two turkey giveaways. One was at the Oswego Oaks Neighborhood Park in partnership with the Park and Recreation Department. The other one was at the Westgate Community Garden in partnership with the Office of Community Revitalization.

IX. AJOURNMENT

It was moved by Ms. Rufty and seconded by Ms. Haggerty to adjourn the meeting. The meeting adjourned at 5:45p.m.

Mai Bui Administrative Assistant, Westgate CRA

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "**Agreement**"), made this 24th day of February, 2021 (the Effective Date), by and between the Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (hereinafter "**WCRA**"), and Danza of Westgate LLC, a Florida limited liability company (hereinafter "**DANZA**").

WITNESSETH

WHEREAS the WCRA is the record title owner of that certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "**Property**"); and

WHEREAS the WCRA agrees to grant DANZA the right and option to purchase the Property from the WCRA, subject to DANZA agreeing to certain terms and conditions as hereinafter set forth herein; and

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WCRA does hereby grant to DANZA the right and option to purchase the Property from the WCRA, subject to DANZA meeting the terms and conditions set forth herein (hereinafter the "**Option**").

ARTICLE 1

OPTION

1.1 **Term of Option.** DANZA may exercise the Option, if at all during the period commencing on the Effective Date and ending on the 1st anniversary of the Effective Date (the "**Option Period**"). Upon the written request of DANZA delivered to WCRA at least thirty (30) days prior to the expiration of the Option Period and provided the WCRA reasonably determines that DANZA has demonstrated that it has acted in good faith and has and will continue to act with due diligence toward meeting the conditions to be met in Article 2 hereof, the WCRA will extend the Option Period for one (1) additional twelve (12) month period.

1.2 **Consideration for the Option.**

As consideration for the grant of the Option, DANZA shall pay the WCRA, a non-refundable option fee in the amount of \$1,000.00 (the "**Option Fee**") upon the execution of this Agreement.

1.3 **Exercise of Option.**

1.3.1 DANZA may exercise the Option only by (i) delivering written notice to the WCRA of DANZA's election to exercise the Option (the "**Option**

Notice"), and (ii) simultaneously delivering a copy of the Option Notice to Jones Foster P.A. ("**Escrow Agent**"), whose address is 4741 Military Trail, Suite 200, Jupiter, Florida 33458, Attn: Thomas J. Baird, together with an earnest money deposit in the amount of [**Forty Thousand Dollars (\$40,000.00)**] (the "**Deposit**"). The Option Notice shall be delivered to WCRA and Escrow Agent no later than the expiration of the Option Period. In the event of the timely exercise of the Option and the consummation of the purchase and sale of the Property as contemplated in this Agreement, the Deposit Fee shall be paid to WCRA and credited against the Purchase Price on the Closing Date (as such terms are defined below). In the event DANZA timely exercises the Option but the sale of the Property is not consummated as contemplated in this Agreement because of (a) WCRA's default beyond any applicable notice and cure periods set forth herein, or (b) the termination of this Agreement by DANZA in accordance with any right to so terminate provided in this Agreement, then the Deposit Fee shall be returned to DANZA upon written request by DANZA delivered to WCRA and Escrow Agent. In the event the sale of the Property is not consummated as contemplated by this Agreement due to DANZA's default beyond any applicable written notice and cure periods set forth herein, then, upon written request of WCRA delivered to DANZA and Escrow Agent, the Deposit Fee shall be promptly paid to and retained by WCRA as liquidated damages and as WCRA's sole remedy.

1.3.2 The failure of DANZA to timely deliver the Option Notice to the WCRA and/or the Option Notice to Escrow Agent within the Option Period shall be deemed a waiver by DANZA of its right to exercise the Option .

1.3.3 Upon the exercise of this Option, the WCRA agrees to sell and convey to DANZA, and DANZA agrees to purchase, the Property under the general terms of Article 3 herein.

ARTICLE 2

CONDITIONS TO BE MET PRIOR TO EXERCISING OPTION

The conditions to be met by DANZA are:

2.1 Prior to the expiration of the Option Period, DANZA shall demonstrate to the reasonable satisfaction of the WCRA that DANZA has cash on hand sufficient to acquire and redevelop the Property substantially as set forth in Exhibit "B", or DANZA shall provide WCRA with proof of financing, in the form of financing commitments from one or more institutional lenders or other financial sources acceptable to the WCRA.

2.2 DANZA shall obtain all approvals from Palm Beach County, including any amendments to the Property's land use designation pursuant to the County's Comprehensive Plan, its zoning district, any applicable land development regulations, a site plan or any other entitlements which are required to permit DANZA to develop a four (4) story 15,000-60,000 square foot mixed-use building consisting of approximately 5,000 square feet of commercial space on the ground floor and 36 Multi-family residential units. (the "**Project**").

ARTICLE 3

TERMS OF CONVEYANCE

3.1 **Purchase Price.** Upon exercising the Option, the purchase price for the WCRA's conveyance of the Property to DANZA shall be Four Hundred Thousand Dollars (\$400,000.00) ("**Purchase Price**"). The Purchase Price, less the Deposit Fee, shall be delivered by DANZA to Escrow Agent by wire transfer on or before the Closing Date and the Purchase Price shall be paid to WCRA at Closing. The WCRA shall convey the Property to DANZA by Special Warranty Deed.

3.2 **Closing Date.** The closing of the conveyance of the Property to DANZA (the "**Closing**") shall occur on the date (the "**Closing Date**") specified by DANZA in the Option Notice, which shall be no earlier than 45 days after the date of the Option Notice and no later than 180 days after the date of the Option Notice. The closing shall occur on the Closing Date, at the offices of Escrow Agent in Jupiter, Florida.

3.3 **Evidence of Title.** Within 30 days of the Effective Date, WCRA shall obtain and deliver to DANZA, at WCRA's expense, a title insurance commitment (the "**Title Commitment**") to be issued by a title insurer licensed to do business in the State of Florida (the "**Title Company**"), agreeing to issue upon Closing an owner's policy of title insurance in and amount of liability equal to the Purchase Price. The Title Commitment shall be subject only to taxes and assessments for the year of closing if not yet due and payable and those exceptions listed on Schedule B-II of the Title Commitment and any subsequent matters that do not materially affect the value of the Property for the intended Project (the "**Permitted Exceptions**"). WCRA shall cause the Title Company to provide an update to the Title Commitment within thirty (30) days of the Closing Date. If any such update to the Title Commitment contains matters other than the Permitted Exceptions, the same shall be treated as a title defect, and DANZA, shall so notify WCRA within the 15 days of DANZA's receipt of the title update (the "**Title Notice**"). The WCRA shall have a period of 90 days from receipt of the Title Notice within which to cure the title defect(s) set forth therein. The WCRA will use its best efforts to cure such title defect(s) set forth in the Title Notice and will spend such monies and take such actions as are reasonably required in order to cure such title defect(s) within such 90-day period. If the title defect(s) set forth in the Title Notice are not cured within such 90-day period, then DANZA may either (i) accept title to the Property as it then exists without reduction of the Purchase Price, or (ii) withdraw or cancel the Purchase Agreement, whereupon the Deposit shall be returned to DANZA and this Agreement shall thereafter be null and void, and both parties shall be relieved of all obligations.

3.4 **No Adverse Actions.** Neither WCRA nor DANZA shall take any action which would impair or otherwise affect title to the Property, and neither party shall record any documents in the Public Records of Palm Beach County, Florida, which would affect title to any portion of the Property. A Memorandum of this Agreement, in a form mutually agreed to by the parties, may be recorded by WCRA in the Public Records of Palm Beach County, Florida.

3.5 **Cooperation.** WCRA and DANZA agree to reasonably cooperate with one another in order for DANZA to apply for and obtain all land use and zoning approvals, entitlements and building permits as described in paragraph 2.2, and as required for the construction of the Project, as described in Exhibit "B" which is attached hereto and incorporated herein. DANZA shall be responsible for the payment of all application fees and any fees incurred by it for such professionals as it deems necessary to process its application for the construction of the Project.

3.6 **DANZA and WCRA's Representations and Warranties.**

3.6.1 For the purpose of inducing DANZA to enter into this Agreement and to consummate the conveyance of the Property, WCRA represents and warrants that the following, as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.1.1 The WCRA currently leases two residences located on the Property on a month-to-month basis. At or before the Closing, and at DANZA's sole discretion, the CRA shall terminate the leases, or assign them to DANZA. DANZA shall notify WCRA not less than sixty (60) days prior to Closing of its election to have the leases terminated at or before the Closing Date and if the leases are to be terminated, the WCRA shall deliver them vacant, without any personal effects, in swept, broom clean condition.

3.6.1.2. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement shall/will not conflict with, with or without notice or the passage of time, or both, or result in a breach of, any of the terms or provisions of, or constitute a default under, any agreement to which the WCRA is a party, or by which the Property is bound.

3.6.1.3 There are no mortgages or other monetary liens or encumbrances burdening the Property or any portion thereof, which have been caused by or resulting from the acts, omissions or instructions of WCRA that would prohibit the WCRA's conveyance of the Property free and clear of any mortgages, encumbrances or assessments for the year the Property is conveyed. In the event that any such encumbrances exist, the WCRA shall use its best efforts to clear them and shall pay off or apportion any monies due and outstanding to convey the Property.

3.6.1.4 There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against the WCRA or the Property.

3.6.1.5 There is no action, suit, litigation, hearing or administrative proceeding pending or threatened relating to the WCRA that, if adversely determined, would prevent or materially restrict WCRA's ability to convey the Property to DANZA in accordance with this Agreement.

3.6.2 For the purpose of inducing WCRA to enter into this Agreement and to consummate a conveyance of the Property, DANZA represents and warrants that the following as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.2.1 DANZA is a Florida limited liability company duly organized and in good standing in the State of organization.

3.6.2.2 DANZA will be authorized by its operating agreement and other organizational documents to enter into this Agreement and its manager or managing member is authorized to execute, deliver and perform all of the documents contemplated by this Agreement, including the execution of this Agreement.

3.6.2.3 DANZA has met all of the conditions referenced in Article 2, above necessary to consummate the transaction contemplated by this Agreement or exercising this option.

3.6.2.4 DANZA's execution and performance of its obligations under this Agreement do not violate any obligation or agreement to which it is a party.

3.6.2.5 DANZA's financial condition has not materially deteriorated in a way that will affect its ability to perform its obligations under this Agreement.

3.7 Conveyance of Title.

3.7.1 WCRA shall convey or cause to be conveyed at Closing fee simple title to the Property to DANZA by Special Warranty Deed (the "**Deed**"), subject only to the Permitted Exceptions or matters of record which are accepted by DANZA. In addition to the Deed, at Closing, the WCRA shall execute and deliver: (i) a standard title affidavit sufficient for the title company to insure the "Gap," and delete the standard exceptions for construction liens, unrecorded easements and parties in possession to the extent arising through WCRA, (ii) an affidavit stating that WCRA is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, and (iii) any and all other documentation reasonably required by DANZA, or the title company in order to close the transaction contemplated hereunder and clear any encumbrances.

3.7.2 Subject to the terms and conditions contained herein, DANZA shall have a period of two (2) years from the Closing Date to substantially complete construction of the Project as described in Exhibit "B." In the event DANZA fails to substantially complete construction of the Project, as evidenced by a Certificate of Occupancy or its equivalent for the Project, WCRA shall deliver to DANZA a "**Notice of Non-compliance**" and shall require that DANZA provide the WCRA with a Letter of Credit (LOC) or Performance Bond (Bond), either of which shall be subject to the WCRA's sole discretion and in a form that is reasonably acceptable to the WCRA to ensure timely completion of the Project.

3.7.3 At least sixty (60) days prior to the expiration of said two (2) year period, DANZA may provide the Executive Director of the WCRA with a notice and a detailed written explanation of the status of the Project and the reasons why it is expected not to

be completed within the two (2) years specified herein. DANZA shall be afforded an opportunity to appear before the WCRA Board of Commissioners to explain the reasons it is not able to substantially complete construction of the Project within said two (2) year. In the event DANZA reasonably demonstrates to the Board that it has exercised its best efforts to substantially complete the construction of the Project but was delayed in completing such construction due to circumstance beyond its reasonable control, WCRA may extend the time for completion for up to twelve (12) months without exercising its right to call the LOC or Bond to ensure the completion of the Project.

3.7 **Expenses of Closing.** DANZA shall pay the documentary stamp tax (and any surtax) required in connection with the Deed, the cost of recording the Deed, the cost of any mortgage financing, including, but not limited to, documentary stamp tax and intangible tax on the note and mortgage, the cost of recording the mortgage and any other security instruments, the cost of any mortgagee title insurance premiums and any endorsements to the mortgagee title insurance policy. The WCRA shall pay the title insurance premium for the owner's policy of title insurance and all title search fees in connection with the Title Commitment on the Property. Each party shall pay its own attorneys' fees incurred in connection with this transaction.

3.8 **APPORTIONMENTS.**

3.8.1 **Property Taxes.** Real estate property taxes and assessments shall be prorated as of the Closing Date.

ARTICLE 4

GENERAL PROVISIONS

4.1 **Notices.** All notices or other required communications shall be in writing and shall be deemed duly given when delivered in person (with receipt therefor), or when sent by Federal Express or another overnight courier or when sent by certified or registered mail, return receipt requested, postage prepaid, or by telephone facsimile or email to the following addresses with a copy sent by overnight courier to:

WCRA: Elizeé Michel, Executive Director
1280 North Congress Avenue, Suite 215
West Palm Beach, FL 33409

With Copy to: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

DANZA: Zalmy Danzinger, Manager
19119 NE 8th Court
Miami, FL 33179

With Copy to: Cabot J. Marks, Esq.
MarksDipalermo PLLC
485 Madison Avenue, Suite 1600
New York, NY 10022
cjmarks@marksdipalermo.com

ESCROW AGENT: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

Should either party's address be changed, the party whose address is changing shall provide the other party with the new address. Either party may change its address for the giving of notices by notice given in accordance with this Section. In such event, the Parties agree that no amendment to this Agreement is required.

4.2 **Default.**

4.2.1 In the event that DANZA defaults in the performance of any of its duties or obligations under this Agreement, the WCRA shall, as its sole and exclusive remedy, have the right to terminate this Agreement and to retain the Option Fee, as liquidated damages.

4.2.2 In the event that the WCRA fails to perform any of the covenants or agreements or is in breach of any of the WCRA's warranties contained in this Option Agreement, DANZA shall have as its sole and exclusive remedies, the right to terminate the Agreement, whereupon the Deposit shall be returned to DANZA, or shall have the right to seek specific performance of this Agreement; provided, however, in the event DANZA elects to seek specific performance of this Agreement, DANZA must file an action for specific performance within sixty (60) days of the Closing Date, failing which DANZA shall be deemed to have waived the right to the remedy of specific performance.

4.2.3 In the event either party defaults, the non-defaulting party shall provide the party which has allegedly to have defaulted notice. The party alleged to have defaulted shall have 10 days from the date of the Notice to cure the default.

4.3 **Third Parties.** Nothing contained in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies upon any persons other than the WCRA and DANZA and their respective successors and assigns.

4.3.1 Financing Requirements. The WCRA acknowledges that DANZA is seeking a Section 108 grant and HUD financing to assist it in its financing of the Project. The WCRA agrees to reasonably cooperate with DANZA in its efforts to secure said financing. Provided however, the performance of this Agreement, and the completion of the Project are not contingent on DANZA securing this financing of the Project.

4.4 **Construction.** Wherever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties hereby agree that each have played an equal part in the negotiations and drafting of this Agreement, and in the event any ambiguity shall be realized in the construction or interpretation of this Agreement, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Agreement.

4.5 **Binding Effect; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. DANZA shall not assign this Agreement without the written approval of the WCRA Board of Commissioners not to be unreasonably withheld.

4.6 **Merger.** This Agreement sets forth the entire understanding among the parties. This Agreement may not be amended, modified or terminated, except by written instrument executed by the parties hereto.

4.7 **Headings.** The captions, article numbers, section numbers and paragraph headings are inserted herein only as a matter of convenience, and in no way are intended to define, limit, construe or describe the scope or intent of such articles, sections or paragraphs of this Agreement, nor in any way affect this Agreement.

4.8 **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of Florida. The parties agree that venue of any action or proceeding regarding this Agreement shall be in Palm Beach County, Florida.

4.9 **Time is of the Essence.** Time shall be of the essence with respect to each provision of this Agreement that requires action to be taken by either party within a stated period of time, or upon a specified date. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next business day.

4.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document and PDF or electronic signatures shall be deemed originals.

4.11 **Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, the prevailing party shall be entitled to receive from the other party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expert witness fees, appeal fees, and the cost of paralegals working under the supervision of an

attorney, expended or incurred in connection therewith whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.


4.12 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. [Note: This Section is provided for informational purposes.]

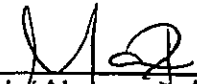
IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in the presence of:


WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY "WCRA":



Print Name: ELIZEE MICHEL

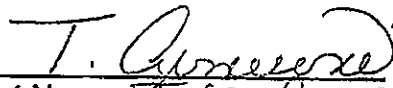
By: 
Print Name: Ronald Daniels
Title: Board Chairman


Print Name: Mai Bui

DANZA OF WESTGATE LLC, a Florida
limited liability company


Print Name: Beth Schorr-Lesnick

By: 
Print Name: Charles Lesnick
Title: Managing Member


Print Name: Tafa Armerino

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

2636 Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0010

Lots 1, 2, 3, 4, 5 and 6, Block 34, West Gate Estates, according to the plat thereof in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 2

1420 Seminole Blvd A
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 31 thru 34, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 3

1420 Seminole Blvd B
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 35 thru 39, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 4

3485 Nokomis Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0400

Lots 40 and 41, Block 34, West Gate Estates, (Northern Section) according to the plat thereof, as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

PARCEL 5

XXX Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0110

The East 10 feet of Lot 11 and all of Lots 12 to 15, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

And

The West 15 feet of Lot 11, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
DEVELOPMENT PROJECT PLAN



WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY 2022 MONTHLY BOARD MEETING DATES

*~ All WBCRA Board Meetings are held on the **2nd Monday of the month** excluding
Special Board Meetings and those Mondays falling on a Holiday* ~*

JANUARY 10, 2022

FEBRUARY 14, 2022

MARCH 14, 2022

APRIL 11, 2022

MAY 09, 2022

JUNE 13, 2022

JULY 11, 2022

AUGUST 08, 2022

SEPTEMBER 12, 2022

OCTOBER 03, 2022*

NOVEMBER 14, 2022

DECEMBER 12, 2022

G:\Westgate CRA\CRA Board Yearly Meeting Schedule\2022Board Meeting Schedule