



WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
Monday, October 05, 2020 Board Meeting
Meeting Will Be Held via Zoom Platform

CONTACT CRA FOR ZOOM LINK

NOTE: Agenda Summary (Pages 3 - 7)
Staff Report (Pages 8 - 13)

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- VIII. REPORTS**
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 - C. Committee Reports and Board Comments**



1. Administrative/Finance –
2. Capital Improvements – Chair, Mr. Daniels
3. Land Use –
4. Real Estate – Chair, Mr. Kirby
5. Marketing –
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 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
October 5, 2020

1. Approval of COVID-19 Small Business Emergency Relief Forgivable Loan Program Applications

- A. Background and Summary:** On June 8 2020, the CRA Board approved the creation of the COVID-19 Small Business Emergency Relief Forgivable Loan Program to support the retention of small businesses vital to the overall economic health of the redevelopment area, protect and support capital improvements undertaken and planned the CRA, and to prevent the furtherance of slum and blight conditions, pursuant to the goals and objectives of the Westgate CRA Community Redevelopment Plan. The program offers up to \$10,000 in financial assistance to the business in the form of a forgivable loan for eligible expenses, up to \$10,000, associated with rent, payroll support, inventory purchases, utility expenses, technology upgrades to facilitate remote working, and/or expenses associated with the reconfiguration of interior spaces to accommodate 6' physical separation. The program is funded with Tax Increment Financing in accordance with the CRA's Redevelopment Plan. A total amount of \$150,000 was approved by the Board. The funding will straddle two fiscal years, \$50,000 in 2020 and \$100,000 in 2021.

Program Eligibility:

- Must be located within the Westgate CRA redevelopment area;
- Loan applicant must be a business that was or became operational (as evidenced by a Certificate of Occupancy or Palm Beach County Business Tax Receipt) prior to January 1, 2020;
- Loan applicant must be the business entity (or d/b/a) named on the corporate documents, and the application must be executed by the principal/owner(s) named on the corporate documents. If a corporate entity, the principal must execute a personal guarantee for the loan;
- Must be a for-profit, privately held business with less than 25 employees;



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- Must provide proof that the business is properly entitled and licensed by all necessary levels of government;
 - Businesses must have an executed one-year minimum lease;
 - Business must employ a minimum of two (2) full-time equivalent W-2 employees whose wages are reported to the state and federal government; one (1) position occupied by the business owner may count toward the required job positions.
 - If any individual is the Principal/Owner for more than one eligible business, the Principal/Owner may only sign the application on behalf of one business. This means that if one or more eligible businesses have a Principal /Owner in common, only one of those businesses may apply for the Program, even if the business(es) has (have) more than one Principal/Owner.

Ineligible Businesses:

- Businesses that are prohibited uses within the Westgate Community Redevelopment Area Overlay (WCRAO) or certain sub-areas of the WCRAO including, but not limited to: adult entertainment, convenience stores, employment agencies, gas and fuel sales, self-service storage, or contractor storage yards;
- Businesses that do not further the redevelopment goals of the Westgate CRA Community Redevelopment Plan including, but not limited to firearm sales, check cashing stores, adult arcades, pawn shops, liquor stores, smoke/e-cig or vape shops, tattoo shops, or any other use as determined by the Westgate CRA Board or designee;
- Not for profit organizations or places of worship;
- Businesses with more than 25 and less than two (2) full-time equivalent employees;
- Businesses which are publicly traded; and,
- Businesses that do not report employees' wages.

Eligible Businesses Include, but are not Limited to:

- Restaurants, professional/general offices (based on NAICS codes), medical/dental offices, neighborhood grocers, brick and mortar retail sales, veterinary clinics, catering services, personal services, financial institutions, and home-based businesses or home-based day cares with a residential address in the CRA.



LOAN TERMS AND CONDITIONS

The maximum amount of loan to any one business under the Program is \$10,000. Loan applicants may apply multiple times if loaned less than the maximum amount, but no loan applicant will receive more than the maximum amount in total. If the maximum amount of funding to the Program is later increased, loan applicants that were loaned \$10,000 may reapply for additional funding until the new maximum is reached.

Loans shall be interest-free, and the loan amount shall be due to be repaid to the Westgate CRA one (1) year from the date of the loan. Loan applicants will be required to sign a promissory note to ensure compliance with the loan, program terms, and conditions

Application packets must include:

- ✓ Copy of the corporate documents for the applying business entity (an active copy of your registered business as shown on SunBiz.Org).
 - ✓ Copy of Palm Beach County occupational license (Business Tax Receipt or BTR).
 - ✓ Documentation to support the loan applicant's request for approval including a breakdown of eligible expenses for rent, payroll, inventory, utility expenses, and/or technology upgrades. Examples include, but are not limited to: lease agreements, invoices, receipts, paystubs, utility bills or other acceptable evidence of payment or expenses associated with the loan request. Loan applicants may redact sensitive information such as specified above.
 - ✓ Completed, signed, and notarized application (attached).
 - ✓ W-9 Form.
- Other proof as necessary to evidence compliance with Funding Eligibility.

COVID-19 Applications to Be Considered

1. Advocate Press

It is a business office located at 1744 N Military Trail. They request \$10,000 for rent, payroll and utilities. The business has been in the CRA for 33 years.



2. Top Nail Tech, Inc.

This business is a personal service located at 4286 Okeechobee Blvd in the Cross County Mall. They request \$10,000 in assistance. The business has been in the CRA for eighteen (18) years.

3. Anita's Mexican Grill

This business is a Type II Restaurant located at 2118 Okeechobee Blvd. They request \$10,000 in rent, payroll and utility assistance. The business has been in the CRA for 15 years.

4. Tip Top Car Wash Inc.

This business is a car wash located at 1450 N. Military Trail. They request \$10,000 in payroll assistance. The business has been in the CRA for 17 years.

CRA Staff have reviewed the applications. They all meet the requirements established by the Board.

- B. Staff Recommendation:** Staff recommends the approval of all four (4) applications for \$10,000 each.

2. Approval of Extension Agreement for the Danza Group

- A. Background and Summary:** In 2018, The Danza Group won an RFQ to redevelop the site the CRA owns on Seminole Blvd. and Westgate Ave. Subsequently, an option agreement was developed to transfer the property to the Group within one year with a possible extension of 12 months. Danza had not executed the extension within the one-year period because of personal illness, company restructuring and the effect of COVID-19. They have regrouped and have formed new partnership this year and is now in a better position to move forward with the project. The Danza Group is asking the Board to allow them to execute the agreement and exercise the purchase option within one year.



The Group has submitted a timeline that shows how the project can be constructed within three years.

If Danza can complete the project within another three years, the completion will fall within the original five-year anticipated timeline.

B. Recommendation: Staff recommends that the Board approve an extension to give the Danza Group time to execute the Option Agreement.

3. Approval of Fund for the Maintenance of Belvedere Heights Neighborhood Park

A. Background and Summary: The Park Department has recently completed the Belvedere Heights Neighborhood park. The CRA Board had approved a request from Park and Rec to provide funding for the neighborhood park after completion. Park has estimated that the annual maintenance cost will be \$6,280. The maintenance will include annual mulching of the park ground.

B. Recommendation: Staff recommends that the Board approves a funding allocation not to exceed \$10,000 for the annual maintenance of the Belvedere Heights Community Park.

WESTGATE/BELVEDERE HOMES CRA BOARD MEETING

Staff Update on In-House Projects

October, 2020

COVID-19 Small Business Emergency Relief Forgivable Loan Program

The Board approved the Program at the June meeting. The program has been advertised on our website as well as Facebook page. Staff completed a direct mail out advertising the availability of the program to Westgate businesses at the end of August. Business types are screened by uses permitted in certain WCRAO sub-areas. Interest in the program has been robust. Five (5) applications were approved by the Board at their September 2020 meeting; four (4) more will be presented to the Board for approval at their October meeting; many more application submittals are anticipated until the Program funding allocation is exhausted.

Background: Small businesses have suffered financial loss and hardship due to the COVID-19 crisis. Small businesses in the CRA district with less than 25 employees can apply for up to \$10,000 in financial assistance in the form of a forgivable loan for eligible expenses associated with rent, payroll support, inventory purchases, utilities, expenses associated with technology upgrades to facilitate remote working, and/or expenses associated with the reconfiguration of interior spaces to accommodate a 6' physical separation. First come, first served basis. \$150,000 from the CRA's budget has been allocated to the program.

2020-01 and 2020-02 ULDC Amendment Round (NEW)

Update: A summary of amendments including the timeline for approval and the amendment draft were approved by the Board at their August Board meeting. The amendments were heard and unanimously recommended for approval by the LDRAB at their August 26th meeting. No changes to the amendment language were made. The amendments will proceed to the BCC for 1st reading in December and adoption in January 2021.

Due to workflow and scheduling challenges caused by COVID-19 spring lockdowns, the WCRAO Amendment was moved from the first round (2020-01) to the second round (2020-02). Staff worked with 2GHO to complete the amendments.

The CRA is seeking to make amendments to its overlay that are focused on the following: restrict or limit certain commercial and industrial uses that do not support the intent of the Sub-area or the Plan such as car wash, landscape service, commercial parking, self-storage and distribution facilities, manufacturing & processing, warehouse, and wholesaling; revise PDR's to reflect smaller lot sizes on Westgate Ave and Okeechobee Blvd allowing more flexibility in development without the need for variances; eliminate sky exposure planes; and revise the Density Bonus Program to be consistent with the County's WHP in design, compliance and enforcement, also revising the criteria for WCRA approval of bonus units to allow better access for smaller residential projects.

Background: Amendments to the County's Unified Land Development Code (ULDC) occur twice annually. The CRA regularly participates in this process to update areas of its WCRA Zoning Overlay to better achieve the goals and objectives of the agency and the amended Community Redevelopment Plan, respond to industry and market trends, simplify processes, and correct technical and language glitches.

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: Construction to install electricity, an irrigation pump and an irrigation system have been installed. Staff is working on securing a contractor for site improvements and installation of a pre-manufactured structure to act as a permanent greenmarket. The Plat has been granted technical compliance. Following the completion of corner clip dedications, the project can move into the permitting phase.

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 2018 – Oswego Avenue Properties Clean-up (STARTED)

Update: The CRA has paid a contractor to remove evasive 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 CRA is also working with County Purchasing to see if the agency can utilize the County's annual contract "piggyback" policy. The remaining lots will be cleared, sodded, and fence 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.

FY 2017 – Oswego Oaks Park (CLOSED!!)

Update: Final retainage was approved for release by DHES and the project is now closed. The final 25% disbursement check from SWA has been received. DHES has administratively amended the

funding agreement completion date to September 30, 2020. The park has been open to the public since June and maintenance has been taken over by the CRA. Staff is working on a small-scale ribbon cutting to be held on October 22, 2020.

The park reached final construction completion at the end of August 2019. Final inspections began in September 2019 and punch list items were addressed. The LWDD requires drainage permit as-builts, several sub-permits were required (pavilion roof, site electrical) and remain under review due to delays caused in part by contractor inaction and by an extremely slow County Building review process. Staff is working with the County and with West to expedite, however, due to the impact to workflows from the COVID-19 spring lockdown, close-out was delayed. Final inspections were passed in May 2020. Staff is working with DHES and West to provide required CDBG certified payrolls and documents. All that remains to be done is a formal close out of the grant. Contractor final retainage is held until approval of grant documents is provided by DHES.

Background: The CRA was awarded in the amount of \$151,000 to design and build a neighborhood park on Oswego Avenue at Seminole Blvd across from the Westgate Recreation Center. The park will utilize 3 vacant CRA owned lots formerly earmarked for the L-2 Canal expansion project. Staff worked with PBC Parks & Recreation to design the project. In 2017, PBC HES originally approved a request for \$114,000 in CDBG funds to match the SWA grant. The SWA forwarded 50% of the grant amount to the CRA to start the project. Following completion of design and engineering drawings, it became clear that the project was underfunded. CRA Staff requested additional funding of \$231,000 in FY 2018 CDBG allocations from HES to cover a budget shortfall for the park project. Construction drawings were finalized and the project was advertised for bid in August 2018. The contract was awarded to the lowest bidder West Construction Inc. The contract has been executed and construction began in November 2018.

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

FY 2020 Cherry Road Pedestrian & Safety Improvements (NEW)

Update: 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 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.

FY 2019 and Seminole Blvd. Complete Streets (FUNDED/ONGOING)

Update: 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 projects:

1. 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.

2. Cherry Road Pedestrian Safety Improvements adds new sidewalks on the south side of Cherry Rd and expands existing sidewalks on the north side to 10-12 ft., adds HAWK signalization to intersection at Country Club Rd., and two new crosswalks along the corridor, new pedestrian scale lighting, and shade trees. The project boundaries are from Quail Drive to N. Military Trail. Total construction cost is \$911,142.

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 STARTED)

Update: Design has begun on the Westgate Avenue project and must be completed by July 2021. 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. The consulting engineers have included a roundabout at the intersection of Westgate Ave. and Seminole Blvd. in their design. At their February meeting, the CRA Board, following discussion, expressed their disapproval of a roundabout at this location.

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 to 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 to 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.

FY 2018 – Phase II Belvedere Heights Streetlights & Sidewalks (FUNDED/ONGOING)

Update: 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 to 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.

FY 2017 – Phase I Belvedere Heights Streetlights & Sidewalks (DESIGN NEARLY COMPLETE)

Update: 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 5-year Strategic Plan (ONGOING)

CRA staff has begun drafting a 5-year strategic plan that will implement the goals and objectives of the newly 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 permitting process:

Projects	Address	Status
Museo Vault self-service storage	4200 Westgate Ave	Submitted to CRA for recommendation 9-14-20 – proposing a 4-story, 50,000 sf fine art and antique storage facility
Autumn Ridge LITC mixed use	Congress Ave	106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG
Mufflers Brakes & More	2536 Okeechobee Blvd	Existing auto repair, seeking to expand bays
Okeechobee Steakhouse	Okeechobee Blvd	Changing catering facility use (Bldg B) to Type II restaurant with outdoor seating
Soapy Shark Car Wash (potential project --formerly KFC/Jack's Restaurant)	2200 Okeechobee Blvd.	DRO Approval & 6 variances required. Submitted to Zoning
Townhouse project	Cherokee Ave	6-7 townhomes on .46 ac – utilizing TDRs and a WCRA density bonus unit
Duplex development	1115 Osceola	Utilizing 1 WCRA density bonus unit, non-conforming lot
Cottage home project	2611 Saranac	1-acre site newly subdivided into 14 25 ft lots for cottage homes
Saginaw & Saranac SF homes	2636 Saginaw, 3449 Saranac	4 newly constructed SF homes
New Country Motor Cars — Mercedes-Ferrari	4000 Okeechobee	DOA/Concurrent Type II variance requests — redistributing square footage, — expanding/renovating maintenance area, roof-top inventory parking
Quick Lane (Ford/Lincoln Dealership)	1668 N. Military Trail	Not yet submitted. Requires rezoning to CG and BCC approval for a Class A conditional use
Congress Avenue - Greene Apartments	1600 N. Congress Ave	In Zoning for DRO approval. 198 units – 138 density bonus units from WCRA pool; 55 income restricted. Issues with compensating storm water storage – SFWMD permit received at end of July utilizing available acre feet from the Preserve
MacDonald Industrial/McArthur Dairy	N. Florida Mango	Type 2 waiver for extended hours of operation. BCC approved January. Construction to begin mid 2019
Mi Pais Express (Fernandez) Mixed Use	2633 Westgate Ave	Platting process has begun. Permit submitted. Architectural review for mixed use required. CRA has prepared easement agreement. Architectural review underway. Now in permitting
Dos Hermanos Mixed Use	Westgate & Seminole Blvd	Rezoning & variances approved. DRO site plan approval. New architect
Speedy's Tires Auto Repair expansion	Congress Ave. & Cherry Rd.	Approved at Dec BCC/Final DRO. Admin-amendment. Zoning complete. Platting & contractor selection
Westgate One	Westgate at Nokomis	Approved/ Extension. Potential residential project

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

September 14, 2020

I. CALL TO ORDER (MEETING HELD VIRTUALLY ON ZOOM PLATFORM)

Mr. Daniels, the Board Chair, called the meeting to order at 5:03p.m. The roll was called by Ms. Bui.

Present: Ronald Daniels
Joanne Rufty
Enol Gilles
Ruth Haggerty

Absent: Joseph Kirby
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
Jorge Gomez, PBSO Community Deputies
Adam Robinson, PBSO Community Deputies
Keith Jackson, PE, Engenuity Group, CRA Engineer

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

- No Additions, Deletions, Substitutions to Agenda

2. Adoption of Agenda

- It was moved by Ms. Rufty and seconded by Ms. Haggerty to adopt the Agenda. Motion carried (4-0)

III. ADOPTION OF W/BH CRA MINUTES

- It was moved by Ms. Haggerty and seconded by Ms. Rufty to adopt the minutes of the August 10, 2020 meeting. Motion carried (4-0)

IV. PUBLIC COMMENT

- 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

- No consent agenda

VII. REGULAR AGENDA

1. Approval of an Official Zoning Map Amendment of 1610 N. Congress Avenue from RM to CG for the Autumn Ridge 106-Unit Multifamily Mixed-Use Development

The item was introduced by Ms. Pennell and presented by Josh Nichols from Schmidt Nichols. Francisco Rojo and Justin Gilbert from Landmark Companies the prospective developer of the subject site were also in attendance. The site is comprised of 2 contiguous parcels on the east side of Congress Avenue south of Westgate Avenue. The project site has split zoning: the parcel to the north is zoned Residential Multifamily medium density (RM) and has a small single family dwelling; the larger parcel to the south is zoned Commercial General (CG) and is vacant. Both parcels have a Commercial High with an underlying residential future land use designation of 8 du/acre (CH/8).

The developers proposed to build a 54 one-bedroom units/52 two-bedroom units in a 5-story building with a total GFA of 108,898 sf including a 1,100 sf ground floor ancillary commercial space, open to the public.

At the August 10, 2020 regular meeting, the CRA Board recommended approval of the project with an allocation of 77 units from the unit pool of WCRAO Density Bonus Program; an allocation of 610 trips per day, 38 am peak hour trips and 50 pm peak hour trip from the WCRAO Transportation Concurrency Exception Area (TCEA) trips pool, and approval of the project site plan.

The applicant is requesting an additional recommendation and approval from the Westgate CRA Board for an Official Zoning Map Amendment of the northern parcel (PCN 00-43-43-29-00-000-3180) from existing Multifamily Residential (RM) to General Commercial (CG) for site consistency and technical compliance when the site is platted into a combined parcel.

Staff recommended that the Board approve an Official Zoning Map Amendment of the northern parcel (PCN 00-43-43-29-00-000-3180) from existing Multifamily Residential (RM) to General Commercial (CG) for site consistency.

It was moved by Ms. Ruffy and seconded by Ms. Haggerty to authorized the Official Zoning Map Amendment. The motion passed unanimously (4-0)

2. Approval of a Development Order Abandonment & Class B Conditional Use Approvals for a Limited Access & a Multi-Access Self-Storage Facility

The agenda was introduced by Ms. Pennell and presented by Ele Zachariades from Dunay Miskel Backman, a consulting firm representing Museo Vault WPB, LLC.

The subject site is a +/- 1.43-acre parcel is located at 4200 Westgate Avenue., approx. ¼ mile from N. Military Trail. The property is within the Urban Highway (UH) sub-area of the WCRAO and zoned CG (commercial general). The Future Land Use designation is CH/8 (commercial high with an underlying residential land use of 8 du per acre). The site is in the U/S Tier, RRIO (Revitalization, Redevelopment & Infill Overlay), as well as in the URAO (Urban Redevelopment Area Overlay), and in a CCRT area. A wet retention pond, privately owned by Cross County Mall and zoned CG/SE with a CHX/8 FLU is adjacent to the property to the south; Westgate Plaza, a multifamily seniors affordable housing development, zoned RM with a HR/18 FLU, is to the east; Cross County Commerce Center office/warehouse, zoned CG/SE with a CH/8 FLU is across Westgate Avenue at Donnell Rd to the north; and, the Palm Beach County School District Adult Education Facility, nearing construction completion, is located to the west of the site. The parcel is currently vacant.

The team proposes to redevelop the site into a fine art self-storage in a private, secure, climate and UV- light controlled facility. The company has two successful locations in South Florida: Miami and West Palm Beach on Northpoint Parkway; 4200 Westgate Avenue is proposed as a third location.

The proposed development will consist of a 4-story +/- 49,760 sf self-storage facility consisting of +/- 45,304 sf of Limited Access Self Storage and +/- 4,456 sf of Multi-Access Self Storage. Due to impacts on surrounding uses, self-storage development requires Class A Conditional Use approval by the BCC, however, the WCRAO provision allowing Class A uses to be approved as a Class B Conditional Use by the Zoning Commission if the site is 2 acres or less. The site was approved for a 15,000 sf. office/warehouse development in 2004, however, the development order has since been allowed to expire, so the applicant has also included a request to formally abandon the development order concurrent with this application. The project is proposed to be completed by 2025.

The applicant requests a recommendation of approval from the Westgate CRA to include the following:

1. Class B Conditional Use to allow a +/- 45,304 sf Limited Access Self-Storage Facility;
2. Class B Conditional Use to allow a +/- 4,456 sf Multi-Access Self Storage Facility;
3. Abandonment of R-2004-2275 (Class A Conditional Use approval for Office/Warehouse) and R-2008-259 (DOA to amend conditions of approval for R-2004-2275); and,
4. Final DRO Site Plan approval.

Staff recommended that the Board approves the following:

1. Class B Conditional Use to allow a +/- 45,304 sf Limited Access Self-Storage Facility;
2. Class B Conditional Use to allow a +/- 4,456 sf Multi-Access Self Storage Facility;
3. Abandonment of R-2004-2275 (Class A Conditional Use approval for Office/Warehouse) and R-2008-259 (DOA to amend conditions of approval for R-2004-2275); and,
4. Final DRO Site Plan approval.

It was moved by Ms. Ruffy and seconded by Ms. Haggerty to approve staff recommendation. The motion passed unanimously (4-0)

3. Approval of COVID-19 Small Business Emergency Relief Forgivable Loan Program Applications

The agenda was presented by Mr. Michel. On June 8 2020, the CRA Board approved the creation of the COVID-19 Small Business Emergency Relief Forgivable Loan Program to support the retention of small businesses vital to the overall economic health of the redevelopment area, protect and support capital improvements undertaken and planned the CRA, and to prevent the furtherance of slum and blight conditions, pursuant to the goals and objectives of the Westgate CRA Community Redevelopment Plan.

The program offers up to \$10,000 in financial assistance to the business in the form of a forgivable loan for eligible expenses, up to \$10,000, associated with rent, payroll support, inventory purchases, utility expenses, technology upgrades to facilitate remote working, and/or expenses associated with the reconfiguration of interior spaces to accommodate 6' physical separation. The program is funded with Tax Increment Financing in accordance with the CRA's Redevelopment Plan. A total amount of \$150,000 was approved by the Board. The funding will straddle two fiscal years, \$50,000 in 2020 and \$100,000 in 2021.

Applications for Consideration:

1. Advanced Vision – 2532 Okeechobee Blvd

Business is medical office/retail

Requesting \$10,000 in rent assistance

Located in CRA for 21 years

2. Shoe Haul – 1334 N. Military Trail

Business is retail sales

Requesting \$10,000 in rent and payroll assistance

Located in CRA for 6 years

3. Alternative Automotive Solutions – 2702 Rockey Drive

Business is vehicle repair & maintenance

Requesting \$10,000 in rent and payroll assistance

Located in CRA for 38 years

4. Tender Love & Care Child Development Center – 1859 Seminole Blvd

Business is child day care

Requesting \$10,000 in payroll assistance

Located in CRA for 17 years

5. Mufflers, Brakes & More – 2536 Okeechobee Blvd

Business is vehicle repair & maintenance

Requesting \$10,000 in payroll, utilities & inventory assistance

Located in CRA for 21.5 years

CRA Staff have reviewed the applications. They all meet the requirements established by the Board.

Staff recommended that the Board approves all five (5) applications for \$10,000 each.

It was moved by Ms. Rufty and seconded by Mr. Cillas to approve all five applicants for \$10,000 each. The motion passed unanimously (4-0)

4. Approval Site Development Assistance Program Guidelines Revision

The agenda item was presented by Mr. Michel. The SITE DEVELOPMENT ASSISTANCE PROGRAM (SDAP) is available to new residential, and new and existing commercial, and industrial development within the Westgate CRA redevelopment area. The program is established to encourage developers and property owners to improve in the external appearance of their properties and/or invest in their operations. The result will eliminate blighted influences, stabilize property values, and facilitate redevelopment activity in the target area in accordance with the CRA's Community Redevelopment Plan. The Site Development Assistance grant provides funding assistance to help defray or leverage the cost of exterior improvements and project related engineering, architectural, and permitting costs associated with new construction, building expansion, and renovations. This revision will add provision to allow new single family development to participate in the program. The following language is proposed to be added to the program guidelines. \$5,000 per unit for eligible project costs may be reimbursed for new single family projects with up to 5 units on contiguous sites, to a maximum of \$15,000, and to a maximum of \$40,000 for new single family projects with more than 5 units on contiguous sites.

Staff recommended that the Board allows the new language to cover the inclusion of single family development into the SDAP guidelines

It was moved by Ms. Rufty and seconded by Ms. Haggerty to allow the new language to cover the inclusion of single family development into the SDAP guidelines. The motion passed unanimously (4-0)

5. Approval of Neighborhood Preservation Program Guidelines Revision

The agenda item was presented by Mr. Michel. The NEIGHBORHOOD PRESERVATION PROGRAM (NPP) seeks to encourage the preservation of the CRA's existing housing stock by providing assistance to homeowners to make needed improvement to their homes. This revision will add provision to 1) assist property owners with plumbing and sewer connection and 2) to apply multiple times within the three-year period for more funding provided that they don't exceed the \$6,000 maximum amount of the grant. The following language is proposed to be added to the program guidelines.

The maximum amount of grant to any one property owner under the Program is \$6,000. Grant applicants may apply multiple times if granted less than the maximum amount, but no grant applicant will receive more than the maximum amount in total. If the maximum

amount of funding to the Program is later increased, grant applicants that were granted \$6,000 may reapply for additional funding until the new maximum is reached.

Staff recommended that the Board allows the new language to cover plumbing and sewer connection and to allow applicants to apply multiple times provided that they don't exceed the maximum amount of the grant within three years.

It was moved by Ms. Haggerty and seconded by Ms. Ruffy to allow the new language to cover plumbing and sewer connection and to allow applicants to apply multiple times provided that they don't exceed the maximum amount of the grant within three years. The motion passed unanimously (4-0)

VIII. STAFF REPORTS

Mr. Michel thanked the WCRA's staff for successfully implemented the COVID-19 Small Business Loan Program.

Mr. Michel reported to the Board that Oswego Parks Ribbon cutting will be in October.

Mr. Michel reported to the Board that the agenda for the Budget will be presented at the BCC Meeting. Ms Dorritt Miller, Assistant County Administrator, congratulated the Board on the good job they are doing and invited them to attend the BCC meeting for the Budget Presentation.

Mr. Michel reported to the Board that the Belvedere Heights Park has been opened.

IX. AJOURNMENT

It was moved by Ms. Ruffy and seconded by Ms. Haggerty to adjourn the meeting. The meeting adjourned at 5:53p.m.

Mai Bui Administrative Assistant, Westgate CRA

Name of Business	Type of Business	Address	WCRAO Sub-area	Eligible?	Amount requested?	Funds to be used for?	Number of years at current location?	Owner name (or contact)	Date applic. submitted	Complete and Eligible
Advocate Press	Business Office	1744 N Military Trail	UH	Yes	\$10,000	Rent/payroll/ utilities	33 years	Mike Krenz	9/11/2020	yes
Top Nail Tech, Inc.	Personal services	4286 Okeechobee Blvd (Cross County Mall)	UH	Yes	\$10,000	Rent/payroll/ utilities/ inventory	18 years	Jing Zhang	9/9/2020	yes
Anita's Mexican Grill	Type II Restaurant	2118 Okeechobee Blvd	UG	Yes	\$10,000		15 years	Gilberto Nouel	9/13/2020	yes
Tip Top Car Wash	Car Wash	1450 N. Military Trail	UH	Yes	\$10,000	Payroll	26 years	Mark Sedelnik		yes

COVID-19 SMALL BUSINESSES EMERGENCY RELIEF FORGIVABLE LOAN PROGRAM

LOAN APPLICATION
(please type or print clearly)

BUSINESS INFORMATION:

Business Name (d/b/a if applicable): Spectrum Productions Inc., dba Advocate Press

Loan Applicant Name: Michael Krenz Title: President

Business Address: 1744 Military Trail, west Palm Beach, fl 33417

EIN#: 65-0769117

Business Phone: 561-684-6276 Cell: _____

Email: advocatepress@bellsouth.net

Website: advocatepress.online

Type of Business: Printing Hours of operation: M-F 9am- 4pm

Please list expenses seeking loan funding for:

Rent, Payroll, Utilities

Requested loan amount: \$10,000.00

Please estimate the total loss (physical, fiscal) to your business due to the economic crisis caused by the COVID-19 pandemic:

-\$37,013.00 (April-August, 2020)

Number of full-time W-2 employees: Currently 2 Prior to March 15, 2020 2

Initials: MK

21A

Have you had to lay off or furlough employees due to the economic crisis caused by the COVID-19

pandemic: Yes No

Number of years in operation at current location: 31 years

Do you have business interruption insurance? Yes No

Have you applied for the U.S. Office of Small Business Administration's Economic Injury Disaster Loan (SBA EIDL) and/or Paycheck Protection Program (PPP)?

Amount requested: \$13,500.00 Loan received? Yes No

Have you applied for the State of Florida Small Business Emergency Bridge Loan?

Amount requested: _____ Loan received? Yes No

Have you applied for a Palm Beach County Cares for Business Restart Business Grant?

Amount requested: \$11,500.00 Loan received? Yes No

If applicable, please provide the percentage difference in business revenue since March 15, 2020 compared to the same period last year? Down 43%

If applicable, please provide the dollar value of inventory lost or spoiled as a result of the economic crisis caused by the COVID-19 pandemic: NA

Do you have an executed multi-year (1-year minimum) lease agreement? Yes No

If so, monthly base rent: \$1,498.92

Name of landlord/property management group: Rudy Silc

Address of landlord/property management group: PO Box 541750, Lake Worth, FL 33454-1750

Business Phone: 561-686-1313 Cell: _____

Email: silc@earthlink.net

Have you applied for assistance under any other program offered by the CRA? Yes No

If so, program name: _____ Amount received: _____

Initials: MK

PRINCIPAL/OWNER INFORMATION:

1. Principal/Owner Name: Michael Krenz
Date of Birth: 5/28/41 Email: mkadvocate@bellsouoth.net
Residential Address: 133 Village Circle, Jupiter, FL 33458
Cell Phone: 561-685-8106

2. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

3. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

4. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

Note: If more than 4 principals/owners, additional sheets may be used.

Initials: MK

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the loan applicant and to all signatories on the Program application individually. By signing and submitting the application to the Program, each signatory represents and confirms that he or she is authorized to sign on behalf of the loan applicant(s).

I, the undersigned loan applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a loan under the Westgate CRA COVID-19 Small Business Emergency Forgivable Loan Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Westgate CRA COVID-19 Small Business Emergency Forgivable Loan Program.

I understand that this application is not a guarantee of a loan, and that award of loans is at the sole discretion of the Westgate CRA Board. I understand that the purpose of the loan is to support the retention of small businesses vital to the overall economic health of the redevelopment area, to protect and support capital improvements undertaken and planned by the CRA, and to prevent the creation of slum and urban blight, furthering the implementation of the Westgate CRA Community Redevelopment Plan, and that the CRA may decline my application for any legal reason, including the reason that approving the loan will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Westgate CRA has the sole discretion to determine whether the Program criteria have been met and whether the loan may be forgiven.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Westgate CRA, its agents, and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers, or other public or private agency to disclose information deemed necessary to complete this application.

I give permission to the Westgate CRA or its agents to take photos of myself and business to be used to promote the Program.

I understand that if this application and the information furnished in support of the application are found to be incomplete or inaccurate, it will be not processed.

Initials: MK

LOAN APPLICANT SIGNATURES:

All Principal/Owner(s) eligible to sign on behalf of the loan applicant must sign this application on behalf of the loan applicant. For the purposes of this Program, the term "Principal/Owner" means a principal or owner of the business:

1. Principal/Owner Signature: Michael Krenz Date: 9/11/2020

Printed Name: Michael Krenz Title: President

Witness Signature: [Signature] Date: 9/11/2020

Printed Name: Sherril L. Conway

2. Principal/Owner Signature: _____ Date: _____

Printed Name: _____ Title: _____

Witness Signature: _____ Date: _____

Printed Name: _____

3. Principal/Owner Signature: _____ Date: _____

Printed Name: _____ Title: _____

Witness Signature: _____ Date: _____

Printed Name: _____

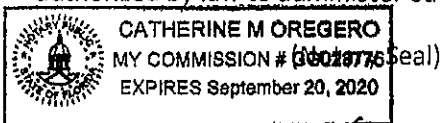
4. Principal/Owner Signature: _____ Date: _____

Printed Name: _____ Title: _____

Witness Signature: _____ Date: _____

Printed Name: _____

The foregoing instrument was acknowledged before me on this 11th day of September, 2020 by Michael Krenz (name of person acknowledging), an officer duly authorized by law to administer oaths and take acknowledgements.



[Signature]
Signature of State of Florida Notary Public

Personally Known X or Produced Identification _____

Type of Identification Produced: _____

Initials: MK

PROMISSORY NOTE

Westgate CRA, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned ("Loan Recipient") promises to pay to the order of the Westgate/Belvedere Homes Community Redevelopment Agency ("Westgate CRA") at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of dollars \$ 10,000.00 without interest. The said principal shall be payable in lawful money of the United States of America, on [date] 10/05/21 and in the following manner:

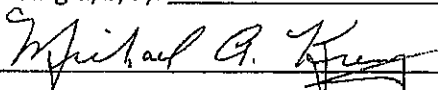
The sum of \$ 10,000.00 representing a payment of principal shall be due and payable one year from the date set forth above ("Repayment Date").

If, prior to the Repayment Date, the Loan Recipient provides evidence acceptable to the Westgate CRA that an amount equivalent to the principal or any part thereof has been paid by the Loan Recipient towards rent, payroll for employees (excluding bonuses), utility providers, inventory providers, or toward expenses to upgrade technology to facilitate remote working, the Westgate CRA, in its sole discretion, may forgive that amount, in which case the Loan Recipient shall not be required to pay such amount to the Westgate CRA. Evidence may be provided at any time prior to the Repayment Date, and may be provided on an ongoing basis as such evidence becomes available. Loan Recipient must abide by all terms and conditions of the **Westgate/Belvedere Homes Community Redevelopment Agency COVID-19 Small Business Emergency Forgivable Loan Program** in order to be eligible for the loan forgiveness described in this paragraph.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity. If payment due under this note is not paid within 10 days of the Repayment Date, a late charge of 5% of the payment due shall be added to the principal. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agrees to pay all costs of collection, including a reasonable attorneys' fee. This note shall be construed and enforced according to the laws of the State of Florida and nothing in this note shall be deemed to waive any rights of the Westgate CRA thereunder.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Loan Recipient Name (including d/b/a): Spectrum Productions, Inc. d/b/a Advocate Press

Authorized Signature: 

Title: President

Date: 9/15/2020

Initials: MK

PERSONAL GUARANTY

PROMISSORY NOTE BETWEEN

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

AND

Spectrum Productions, Inc. d/b/a Advocate Press

IN CONSIDERATION of the Westgate/Belvedere Homes Community Redevelopment Agency (the "Lender") loaning Spectrum Productions, Inc. d/b/a Advocate Press ("Borrower") memorialized by a Promissory Note dated Sept. 15, 2020 in the amount of \$ \$10,000.00 (the "Note"), the undersigned individual unconditionally and irrevocably guarantees the payment and collection of all sums due by Borrower under the Note, and any and all amendments, addenda, extensions, renewals and modifications thereof. The undersigned agrees that the obligations of the undersigned will be joint, several and primary with Borrower's obligations and not secondary. The Lender need not first pursue action against Borrower before proceeding against the undersigned. The undersigned agrees that he is bound by all amendments, addenda, extensions, renewals, and modifications of the Note referenced above, whether or not the undersigned has signed the same. This Personal Guaranty is supported by separate consideration, including but not limited to the benefit flowing to the Guarantor as an owner of the Borrower, receipt of which is hereby acknowledged by Lender and Borrower.

WITNESSES:

Witness Signature: _____

GUARANTOR(S):

Principal/Owner Signature: _____

Printed Name: Veronica H. Oliver

Printed Name: Michael A Krenz

Date: 9/15/2020

Witness Signature: _____

Principal/Owner Signature: _____

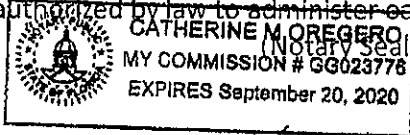
Printed Name: _____

Printed Name: _____

Date: _____

(Business owner's signature must be notarized)

The foregoing instrument was acknowledged before me on this 15th day of September, 2020 by Michael A. Krenz (name of person acknowledging) by an officer duly authorized by law to administer oaths and take acknowledgements.



Catherine M. Oregero
Signature of State of Florida Notary Public

Personally Known or Produced Identification _____

Type of Identification Produced: _____

Initials: MK

COVID-19 SMALL BUSINESSES EMERGENCY RELIEF FORGIVABLE LOAN PROGRAM

LOAN APPLICATION
(please type or print clearly)

BUSINESS INFORMATION:

Business Name (d/b/a if applicable): TOP Nail Tech, Inc

Loan Applicant Name: JING ZHANG Title: President

Business Address: 4286 Okeechobee Blvd.
West Palm Beach, FL 33409

EIN#: _____

Business Phone: 561-471-1799 Cell: 561-506-7771

Email: 51188719@gg.com

Website: www.topnailspalmbeach.com

Type of Business: Nails Salon Hours of operation: 10:00 am - 7:00 pm

Please list expenses seeking loan funding for:

During Covid-19 time, we lost a lot of
business, especially we closed business for
2 month, but we still have to pay
rent, electric and water bill, and other
employment cost. I still have more than \$30,000

Requested loan amount: \$10,000

*debt on rent
(Attached please find the
rent
state*

Please estimate the total loss (physical, fiscal) to your business due to the economic crisis caused by the COVID-19 pandemic:

\$35,000

Number of full-time W-2 employees: Currently 2 Prior to March 15, 2020 2

Initials: JZ

Have you had to lay off or furlough employees due to the economic crisis caused by the COVID-19 pandemic: Yes No we closed for 2 months

Number of years in operation at current location: 18 years

Do you have business interruption insurance? Yes No

Have you applied for the U.S. Office of Small Business Administration's Economic Injury Disaster Loan (SBA EIDL) and/or Paycheck Protection Program (PPP)?

Amount requested: _____ Loan received? Yes No

Have you applied for the State of Florida Small Business Emergency Bridge Loan?

Amount requested: _____ Loan received? Yes No

Have you applied for a Palm Beach County Cares for Business Restart Business Grant?

Amount requested: _____ Loan received? Yes No

If applicable, please provide the percentage difference in business revenue since March 15, 2020 compared to the same period last year? 80%

If applicable, please provide the dollar value of inventory lost or spoiled as a result of the economic crisis caused by the COVID-19 pandemic: _____

Do you have an executed multi-year (1-year minimum) lease agreement? Yes No

If so, monthly base rent: \$ 6,407.69 Madison Properties

Name of landlord/property management group: Cross County Owner LLC

Address of landlord/property management group: 3611 14th Ave, Suite 552
Brooklyn, NY 11218 (or Lockbox #865080

Business Phone: 212 - 596-8200 Cell: 11050 Lake Underhill R
Orlando, FL 32825

Email: rizky@madisonprop.com

Have you applied for assistance under any other program offered by the CRA? Yes No

If so, program name: _____ Amount received: _____

Initials: JR

PRINCIPAL/OWNER INFORMATION:

1. Principal/Owner Name: JING ZHANG
Date of Birth: 01/21/1977 Email: SONNY 12172007@gmail.com
Residential Address: 2228 Arterra Ct, West Palm Beach
Cell Phone: 561-506-7771 FL 33411

2. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

3. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

4. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

Note: If more than 4 principals/owners, additional sheets may be used.

Initials: JZ

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the loan applicant and to all signatories on the Program application individually. By signing and submitting the application to the Program, each signatory represents and confirms that he or she is authorized to sign on behalf of the loan applicant(s).

I, the undersigned loan applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a loan under the Westgate CRA COVID-19 Small Business Emergency Forgivable Loan Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Westgate CRA COVID-19 Small Business Emergency Forgivable Loan Program.

I understand that this application is not a guarantee of a loan, and that award of loans is at the sole discretion of the Westgate CRA Board. I understand that the purpose of the loan is to support the retention of small businesses vital to the overall economic health of the redevelopment area, to protect and support capital improvements undertaken and planned by the CRA, and to prevent the creation of slum and urban blight, furthering the implementation of the Westgate CRA Community Redevelopment Plan, and that the CRA may decline my application for any legal reason, including the reason that approving the loan will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Westgate CRA has the sole discretion to determine whether the Program criteria have been met and whether the loan may be forgiven.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Westgate CRA, its agents, and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers, or other public or private agency to disclose information deemed necessary to complete this application.

I give permission to the Westgate CRA or its agents to take photos of myself and business to be used to promote the Program.


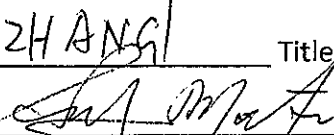
I understand that if this application and the information furnished in support of the application are found to be incomplete or inaccurate, it will be not processed.

Initials: J2

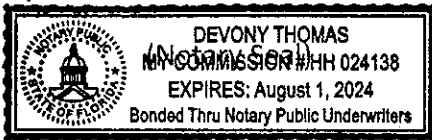
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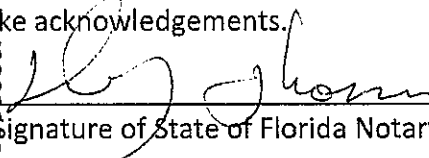
LOAN APPLICANT SIGNATURES:

All Principal/Owner(s) eligible to sign on behalf of the loan applicant must sign this application on behalf of the loan applicant. For the purposes of this Program, the term "Principal/Owner" means a principal or owner of the business:

1. Principal/Owner Signature:  Date: 09/04/2020
Printed Name: JING ZHANG Title: President
Witness Signature:  Date: 9/4/2020
Printed Name: Sandy Montoya
2. Principal/Owner Signature: _____ Date: _____
Printed Name: _____ Title: _____
Witness Signature: _____ Date: _____
Printed Name: _____
3. Principal/Owner Signature: _____ Date: _____
Printed Name: _____ Title: _____
Witness Signature: _____ Date: _____
Printed Name: _____
4. Principal/Owner Signature: _____ Date: _____
Printed Name: _____ Title: _____
Witness Signature: _____ Date: _____
Printed Name: _____

The foregoing instrument was acknowledged before me on this 4 day of September, 2020 by Jing Zhang (name of person acknowledging), an officer duly authorized by law to administer oaths and take acknowledgements.




Signature of State of Florida Notary Public

Personally Known _____ or Produced Identification X

Type of Identification Produced: Florida Driver license

Initials: JZ

PROMISSORY NOTE
Westgate CRA, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned ("Loan Recipient") promises to pay to the order of the Westgate/Belvedere Homes Community Redevelopment Agency ("Westgate CRA") at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of dollars \$ 10,000 without interest. The said principal shall be payable in lawful money of the United States of America, on [date] 10/5/2021 and in the following manner:

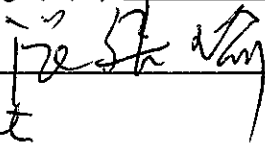
The sum of \$ 10,000 representing a payment of principal shall be due and payable one year from the date set forth above ("Repayment Date").

If, prior to the Repayment Date, the Loan Recipient provides evidence acceptable to the Westgate CRA that an amount equivalent to the principal or any part thereof has been paid by the Loan Recipient towards rent, payroll for employees (excluding bonuses), utility providers, inventory providers, or toward expenses to upgrade technology to facilitate remote working, the Westgate CRA, in its sole discretion, may forgive that amount, in which case the Loan Recipient shall not be required to pay such amount to the Westgate CRA. Evidence may be provided at any time prior to the Repayment Date, and may be provided on an ongoing basis as such evidence becomes available. Loan Recipient must abide by all terms and conditions of the **Westgate/Belvedere Homes Community Redevelopment Agency COVID-19 Small Business Emergency Forgivable Loan Program** in order to be eligible for the loan forgiveness described in this paragraph.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity. If payment due under this note is not paid within 10 days of the Repayment Date, a late charge of 5% of the payment due shall be added to the principal. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agrees to pay all costs of collection, including a reasonable attorneys' fee. This note shall be construed and enforced according to the laws of the State of Florida and nothing in this note shall be deemed to waive any rights of the Westgate CRA thereunder.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Loan Recipient Name (including d/b/a): JING ZHANG

Authorized Signature: 

Title: President

Date: 09/04/2020

Initials: JZ

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SAMPLE PERSONAL GUARANTY

PROMISSORY NOTE BETWEEN

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

AND

Top Nail Tech, Inc.

IN CONSIDERATION of the Westgate/Belvedere Homes Community Redevelopment Agency (the "Lender") loaning Top Nail Tech Inc ("Borrower") memorialized by a Promissory Note dated sep 04, 2020 in the amount of \$ 10,000 (the "Note"), the undersigned individual unconditionally and irrevocably guarantees the payment and collection of all sums due by Borrower under the Note, and any and all amendments, addenda, extensions, renewals and modifications thereof. The undersigned agrees that the obligations of the undersigned will be joint, several and primary with Borrower's obligations and not secondary. The Lender need not first pursue action against Borrower before proceeding against the undersigned. The undersigned agrees that he is bound by all amendments, addenda, extensions, renewals, and modifications of the Note referenced above, whether or not the undersigned has signed the same. This Personal Guaranty is supported by separate consideration, including but not limited to the benefit flowing to the Guarantor as an owner of the Borrower, receipt of which is hereby acknowledged by Lender and Borrower.

WITNESSES:

Witness Signature: [Signature]

GUARANTOR(S):

Principal/Owner Signature: [Signature]

Printed Name: Sandy Montoya

Printed Name: JING ZHANG

Date: 9/4/2020

Witness Signature: _____

Principal/Owner Signature: _____

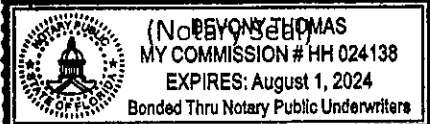
Printed Name: _____

Printed Name: _____

Date: _____

(Business owner's signature must be notarized)

The foregoing instrument was acknowledged before me on this 4 day of September, 2020 by Jing Zhang (name of person acknowledging) by an officer duly authorized by law to administer oaths and take acknowledgements.



[Signature]
Signature of State of Florida Notary Public

Personally Known _____

or Produced Identification _____

Type of Identification Produced: Florida Driver license

Initials: JZ

33

COVID-19 SMALL BUSINESSES EMERGENCY RELIEF FORGIVABLE LOAN PROGRAM

LOAN APPLICATION
(please type or print clearly)

BUSINESS INFORMATION:

Business Name (d/b/a if applicable): ANITA'S MEXICAN GRILL

Loan Applicant Name: GILBERTO NOUZI Title: PRESIDENT

Business Address: 2118 OKRAKHOGEA BLVD
WEST PALM BEACH, FL 33409

EIN#: 76-4725100

Business Phone: 561-296-1474 Cell: 561-307-8973

Email: GILBERTONOUZI@YAHOO.COM

Website: WWW.ANITASMEXICANGRILL.COM

Type of Business: RESTAURANT Hours of operation: 8:AM to 9 PM

Please list expenses seeking loan funding for:

RENT, INVENTORY, PAYROLL, UTILITY EXPENSES
PRODUCE

Requested loan amount: \$10,000-

Please estimate the total loss (physical, fiscal) to your business due to the economic crisis caused by the COVID-19 pandemic:

\$38,600-

Number of full-time W-2 employees: Currently 3 Prior to March 15, 2020 3

Initials: GN

Have you had to lay off or furlough employees due to the economic crisis caused by the COVID-19 pandemic: Yes No

Number of years in operation at current location: 15 YEARS

Do you have business interruption insurance? Yes No

Have you applied for the U.S. Office of Small Business Administration's Economic Injury Disaster Loan (SBA EIDL) and/or Paycheck Protection Program (PPP)?

Amount requested: 19,640 Loan received? Yes No

Have you applied for the State of Florida Small Business Emergency Bridge Loan?

Amount requested: - Loan received? Yes No

Have you applied for a Palm Beach County Cares for Business Restart Business Grant?

Amount requested: 25,000 Loan received? Yes No

If applicable, please provide the percentage difference in business revenue since March 15, 2020 compared to the same period last year? 60%

If applicable, please provide the dollar value of inventory lost or spoiled as a result of the economic crisis caused by the COVID-19 pandemic: \$1,500-

Do you have an executed multi-year (1-year minimum) lease agreement? Yes No

If so, monthly base rent: \$4,013.41

Name of landlord/property management group: 915 PARK AVE, INC.

Address of landlord/property management group: P.O. BOX 7096

JUPITER, FL 33468-7096

Business Phone: _____ Cell: 561-818-3625

Email: LARRY JOHNSON@AOL.COM

Have you applied for assistance under any other program offered by the CRA? Yes No

If so, program name: _____ Amount received: _____

Initials: LN

PRINCIPAL/OWNER INFORMATION:

1. Principal/Owner Name: Gilberto Nouri
Date of Birth: 11/10/61 Email: GilbertoNouri@YAHOO.COM
Residential Address: 9666 WOLCOTT PL WILMINGTON, FC 33414
Cell Phone: 561-307-8973

2. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

3. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

4. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

Note: If more than 4 principals/owners, additional sheets may be used.

Initials: G.N

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the loan applicant and to all signatories on the Program application individually. By signing and submitting the application to the Program, each signatory represents and confirms that he or she is authorized to sign on behalf of the loan applicant(s).

I, the undersigned loan applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a loan under the Westgate CRA COVID-19 Small Business Emergency Forgivable Loan Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Westgate CRA COVID-19 Small Business Emergency Forgivable Loan Program.

I understand that this application is not a guarantee of a loan, and that award of loans is at the sole discretion of the Westgate CRA Board. I understand that the purpose of the loan is to support the retention of small businesses vital to the overall economic health of the redevelopment area, to protect and support capital improvements undertaken and planned by the CRA, and to prevent the creation of slum and urban blight, furthering the implementation of the Westgate CRA Community Redevelopment Plan, and that the CRA may decline my application for any legal reason, including the reason that approving the loan will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Westgate CRA has the sole discretion to determine whether the Program criteria have been met and whether the loan may be forgiven.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Westgate CRA, its agents, and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers, or other public or private agency to disclose information deemed necessary to complete this application.

I give permission to the Westgate CRA or its agents to take photos of myself and business to be used to promote the Program.

I understand that if this application and the information furnished in support of the application are found to be incomplete or inaccurate, it will be not processed.

Initials: GN

LOAN APPLICANT SIGNATURES:

All Principal/Owner(s) eligible to sign on behalf of the loan applicant must sign this application on behalf of the loan applicant. For the purposes of this Program, the term "Principal/Owner" means a principal or owner of the business:

1. Principal/Owner Signature: [Signature] Date: 9/28/20

Printed Name: Gilberto Nouel Title: President

Witness Signature: [Signature] Date: 9/28/2020

Printed Name: Patricia Pethgrew

2. Principal/Owner Signature: _____ Date: _____

Printed Name: _____ Title: _____

Witness Signature: _____ Date: _____

Printed Name: _____

3. Principal/Owner Signature: _____ Date: _____

Printed Name: _____ Title: _____

Witness Signature: _____ Date: _____

Printed Name: _____

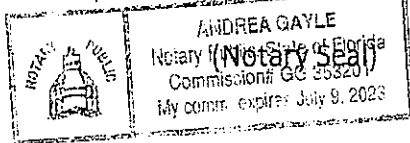
4. Principal/Owner Signature: _____ Date: _____

Printed Name: _____ Title: _____

Witness Signature: _____ Date: _____

Printed Name: _____

The foregoing instrument was acknowledged before me on this 28th day of September, 2020 by Andrea Gayle (name of person acknowledging), an officer duly authorized by law to administer oaths and take acknowledgements.



[Signature]
Signature of State of Florida Notary Public

Personally Known _____ or Produced Identification FL Drivers License ✓

Type of Identification Produced: FL Drivers License

Initials: _____

PROMISSORY NOTE

Westgate CRA, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned ("Loan Recipient") promises to pay to the order of the Westgate/Belvedere Homes Community Redevelopment Agency ("Westgate CRA") at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of dollars \$ 10,000 - without interest. The said principal shall be payable in lawful money of the United States of America, on [date] 10/5/2021 and in the following manner:

If, prior to the Repayment Date, the Loan Recipient provides evidence acceptable to the Westgate CRA that an amount equivalent to the principal or any part thereof has been paid by the Loan Recipient towards rent, payroll for employees (excluding bonuses), utility providers, inventory providers, or toward expenses to upgrade technology to facilitate remote working, the Westgate CRA, in its sole discretion, may forgive that amount, in which case the Loan Recipient shall not be required to pay such amount to the Westgate CRA. Evidence may be provided at any time prior to the Repayment Date, and may be provided on an ongoing basis as such evidence becomes available. Loan Recipient must abide by all terms and conditions of the **Westgate/Belvedere Homes Community Redevelopment Agency COVID-19 Small Business Emergency Forgivable Loan Program** in order to be eligible for the loan forgiveness described in this paragraph.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity. If payment due under this note is not paid within 10 days of the Repayment Date, a late charge of 5% of the payment due shall be added to the principal. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agrees to pay all costs of collection, including a reasonable attorneys' fee. This note shall be construed and enforced according to the laws of the State of Florida and nothing in this note shall be deemed to waive any rights of the Westgate CRA thereunder.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Loan Recipient Name (including d/b/a): Anita's Mexican Grill Corp.

Authorized Signature: [Signature]

Title: President

Date: 9/11/20

Initials: _____

PERSONAL GUARANTY

PROMISSORY NOTE BETWEEN

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

AND

ANITA'S MEXICAN GRILL CORP.

IN CONSIDERATION of the Westgate/Belvedere Homes Community Redevelopment Agency (the "Lender") loaning Anita's Mexican Grill Corp. ("Borrower") memorialized by a Promissory Note dated 9/11/2020, 2020 in the amount of \$ 10,000 - (the "Note"), the undersigned individual unconditionally and irrevocably guarantees the payment and collection of all sums due by Borrower under the Note, and any and all amendments, addenda, extensions, renewals and modifications thereof. The undersigned agrees that the obligations of the undersigned will be joint, several and primary with Borrower's obligations and not secondary. The Lender need not first pursue action against Borrower before proceeding against the undersigned. The undersigned agrees that he is bound by all amendments, addenda, extensions, renewals, and modifications of the Note referenced above, whether or not the undersigned has signed the same. This Personal Guaranty is supported by separate consideration, including but not limited to the benefit flowing to the Guarantor as an owner of the Borrower, receipt of which is hereby acknowledged by Lender and Borrower.

WITNESSES:

Witness Signature: [Signature]

GUARANTOR(S):

Principal/Owner Signature: [Signature]

Printed Name: Patricia Bethgreen

Printed Name: Gilberto Noveck

Date: 9/20/2020

Witness Signature: _____

Principal/Owner Signature: _____

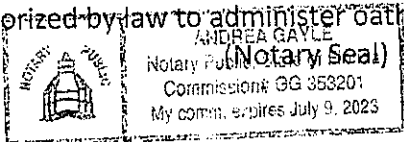
Printed Name: _____

Printed Name: _____

Date: _____

(Business owner's signature must be notarized)

The foregoing instrument was acknowledged before me on this 20th day of September, 2020 by Andrea Gaule (name of person acknowledging) by an officer duly authorized by law to administer oaths and take acknowledgements.



[Signature]
Signature of State of Florida Notary Public

Personally Known _____

or Produced Identification

Type of Identification Produced: FL Drivers License

Initials: _____

COVID-19 SMALL BUSINESSES EMERGENCY RELIEF FORGIVABLE LOAN PROGRAM

LOAN APPLICATION
(please type or print clearly)

BUSINESS INFORMATION:

Business Name (d/b/a if applicable): TIP TOP CAR WASH INC D/B/A AUTO SPA

Loan Applicant Name: Mark Sedelnik Title: President

Business Address: 1450 N. Military Trail
West Palm Beach, FL 33409

EIN#: 65-0525332

Business Phone: (561) 684-1661 Cell: (561) 254-0754

Email: marksedelnik@yahoo.com

Website: autospaWPB.com

Type of Business: Full service car wash Hours of operation: Mon-Sat 9am-5pm

Please list expenses seeking loan funding for:

Payroll expenses

Requested loan amount: \$10,000.⁰⁰

Please estimate the total loss (physical, fiscal) to your business due to the economic crisis caused by the COVID-19 pandemic:

Number of full-time W-2 employees: Currently 14 Prior to March 15, 2020 17

Initials: MS

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Have you had to lay off or furlough employees due to the economic crisis caused by the COVID-19 pandemic: Yes No

Number of years in operation at current location: 26 years

Do you have business interruption insurance? Yes No

Have you applied for the U.S. Office of Small Business Administration's Economic Injury Disaster Loan (SBA EIDL) and/or Paycheck Protection Program (PPP)? Yes

Amount requested: \$ 108,700 Loan received? Yes No

Have you applied for the State of Florida Small Business Emergency Bridge Loan? No

Amount requested: _____ Loan received? Yes No

Have you applied for a Palm Beach County Cares for Business Restart Business Grant? No

Amount requested: _____ Loan received? Yes No

If applicable, please provide the percentage difference in business revenue since March 15, 2020 compared to the same period last year? 20% decrease, approximately \$100,000 decrease Mar-Aug 2020 vs 2019.

If applicable, please provide the dollar value of inventory lost or spoiled as a result of the economic crisis caused by the COVID-19 pandemic: _____

Do you have an executed multi-year (1-year minimum) lease agreement? Yes No
(Business owns real property)

If so, monthly base rent: _____

Name of landlord/property management group: N/A

Address of landlord/property management group: N/A

Business Phone: _____ Cell: _____

Email: _____

Have you applied for assistance under any other program offered by the CRA? Yes No

If so, program name: _____ Amount received: _____

Initials: (Signature)

PRINCIPAL/OWNER INFORMATION:

1. Principal/Owner Name: Mark Sedelnik
Date of Birth: 11/19/67 Email: marksedelnik@yahoo.com
Residential Address: 100 S.E. Turtle Creek Dr.
Cell Phone: (561) 254-0754, Tequesta, FL 33469

2. Principal/Owner Name: Michelle Thillman
Date of Birth: 8/24/67 Email: michellethillman@yahoo.com
Residential Address: 100 S.E. Turtle Creek Dr.
Cell Phone: (561) 254-3295, Tequesta, FL 33469

3. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

4. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____
Cell Phone: _____

Note: If more than 4 principals/owners, additional sheets may be used.

Initials: MS MT

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the loan applicant and to all signatories on the Program application individually. By signing and submitting the application to the Program, each signatory represents and confirms that he or she is authorized to sign on behalf of the loan applicant(s).

I, the undersigned loan applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a loan under the Westgate CRA COVID-19 Small Business Emergency Forgivable Loan Program, and it is true and complete to the best of my knowledge and belief.


I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Westgate CRA COVID-19 Small Business Emergency Forgivable Loan Program.

I understand that this application is not a guarantee of a loan, and that award of loans is at the sole discretion of the Westgate CRA Board. I understand that the purpose of the loan is to support the retention of small businesses vital to the overall economic health of the redevelopment area, to protect and support capital improvements undertaken and planned by the CRA, and to prevent the creation of slum and urban blight, furthering the implementation of the Westgate CRA Community Redevelopment Plan, and that the CRA may decline my application for any legal reason, including the reason that approving the loan will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Westgate CRA has the sole discretion to determine whether the Program criteria have been met and whether the loan may be forgiven.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Westgate CRA, its agents, and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers, or other public or private agency to disclose information deemed necessary to complete this application.

I give permission to the Westgate CRA or its agents to take photos of myself and business to be used to promote the Program.

I understand that if this application and the information furnished in support of the application are found to be incomplete or inaccurate, it will be not processed.

Initials: 

LOAN APPLICANT SIGNATURES:

All Principal/Owner(s) eligible to sign on behalf of the loan applicant must sign this application on behalf of the loan applicant. For the purposes of this Program, the term "Principal/Owner" means a principal or owner of the business:

1. Principal/Owner Signature: [Signature] Date: 9-23-20

Printed Name: Mark Sedelwitz Title: President

Witness Signature: [Signature] Date: _____

Printed Name: Linda Moran

2. Principal/Owner Signature: [Signature] Date: 9-23-20

Printed Name: Michelle Thillman Title: Vice President

Witness Signature: [Signature] Date: _____

Printed Name: Linda Moran

3. Principal/Owner Signature: _____ Date: _____

Printed Name: _____ Title: _____

Witness Signature: _____ Date: _____

Printed Name: _____

4. Principal/Owner Signature: _____ Date: _____

Printed Name: _____ Title: _____

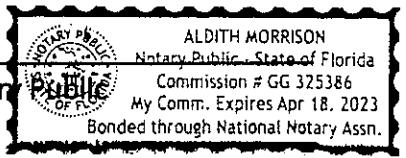
Witness Signature: _____ Date: _____

Printed Name: _____

The foregoing instrument was acknowledged before me on this 24th day of September, 2020 by _____ (name of person acknowledging), an officer duly authorized by law to administer oaths and take acknowledgements.

(Notary Seal)

[Signature]
Signature of State of Florida Notary



Personally Known or Produced Identification _____

Type of Identification Produced: Dr. License

Initials: [Signature]

PROMISSORY NOTE
Westgate CRA, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned ("Loan Recipient") promises to pay to the order of the Westgate/Belvedere Homes Community Redevelopment Agency ("Westgate CRA") at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of dollars \$ 10,000.00 without interest. The said principal shall be payable in lawful money of the United States of America, on [date] 10/5/2021 and in the following manner:

The sum of \$ 10,000.00 representing a payment of principal shall be due and payable one year from the date set forth above ("Repayment Date").

If, prior to the Repayment Date, the Loan Recipient provides evidence acceptable to the Westgate CRA that an amount equivalent to the principal or any part thereof has been paid by the Loan Recipient towards rent, payroll for employees (excluding bonuses), utility providers, inventory providers, or toward expenses to upgrade technology to facilitate remote working, the Westgate CRA, in its sole discretion, may forgive that amount, in which case the Loan Recipient shall not be required to pay such amount to the Westgate CRA. Evidence may be provided at any time prior to the Repayment Date, and may be provided on an ongoing basis as such evidence becomes available. Loan Recipient must abide by all terms and conditions of the **Westgate/Belvedere Homes Community Redevelopment Agency COVID-19 Small Business Emergency Forgivable Loan Program** in order to be eligible for the loan forgiveness described in this paragraph.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity. If payment due under this note is not paid within 10 days of the Repayment Date, a late charge of 5% of the payment due shall be added to the principal. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agrees to pay all costs of collection, including a reasonable attorneys' fee. This note shall be construed and enforced according to the laws of the State of Florida and nothing in this note shall be deemed to waive any rights of the Westgate CRA thereunder.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Loan Recipient Name (including d/b/a): Tip Top Car Wash Inc d/b/a Auto Sp

Authorized Signature: 

Title: President

Date: 9/23/2020

Initials: 

SAMPLE PERSONAL GUARANTY

PROMISSORY NOTE BETWEEN

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

AND

Tip Top Car Wash, Inc. d/b/a Auto Spa

IN CONSIDERATION of the Westgate/Belvedere Homes Community Redevelopment Agency (the "Lender") loaning Tip Top Car Wash Inc ("Borrower") memorialized by a Promissory Note dated September 23, 2020 in the amount of \$ 10,000.00 (the "Note"), the undersigned individual unconditionally and irrevocably guarantees the payment and collection of all sums due by Borrower under the Note, and any and all amendments, addenda, extensions, renewals and modifications thereof. The undersigned agrees that the obligations of the undersigned will be joint, several and primary with Borrower's obligations and not secondary. The Lender need not first pursue action against Borrower before proceeding against the undersigned. The undersigned agrees that he is bound by all amendments, addenda, extensions, renewals, and modifications of the Note referenced above, whether or not the undersigned has signed the same. This Personal Guaranty is supported by separate consideration, including but not limited to the benefit flowing to the Guarantor as an owner of the Borrower, receipt of which is hereby acknowledged by Lender and Borrower.

WITNESSES: [Signature] GUARANTOR(S):
Witness Signature: [Signature] Principal/Owner Signature: [Signature]
Printed Name: Linda Moran Printed Name: Mark Sedelnik
Date: 9-23-20

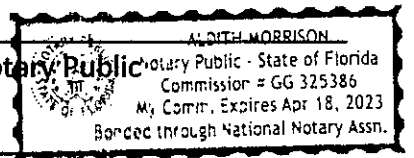
Witness Signature: [Signature] Principal/Owner Signature: [Signature]
Printed Name: Linda Moran Printed Name: Michelle Thillman
Date: 9-23-20

(Business owner's signature must be notarized)

The foregoing instrument was acknowledged before me on this 24th day of September, 2020 by _____ (name of person acknowledging) by an officer duly authorized by law to administer oaths and take acknowledgements.

(Notary Seal)

[Signature]
Signature of State of Florida Notary Public



Personally Known or Produced Identification _____

Type of Identification Produced: FL Dr. License

Initials: [Signature]

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Danza Associates

Elizee Michel
Executive Director
Westgate CRA
1649 Forum Place
Suite 11,
West Palm Beach, Florida 33401

Dear Mr. Michel

I apologize for the length of time it has taken me to get back to you regarding the progress of our mixed-use project. This was due to two reasons. The first was the necessity to re-organize the development team and come up with a more viable concept and the second time was lapses due to the Corona virus outbreak

I am pleased to tell you we have now re-organized our team to be known as RMA Westgate LLC, of which Danza Associates will be a member. The other members are as follows

1. RMA will be the manager of the facility and its principals will be individual members of the LLC. RMA is a major management and development Company with offices in New York City and Orlando and is a HUD approved management company. I am enclosing material on RMA with this submission
2. The principals of RMA who will be my partners in the venture are Len Schwartz, Philip Schorr, Chuck Lesnick and Anil Ikram. I am enclosing their resumes and statements of net worth with this submission

We are continuing to propose a mixed-use project of 38 units and 10,000 sq. ft of commercial space. 5,000 sq. ft. of the commercial space will be occupied by a medical practice and the other 5,000 sq. ft by a green grocer. We are calling for 27 3-bedroom units and 11 2-bedroom units. The residential portion will be developed as workforce housing.

The current estimated cost of development is \$8,500,000 and we have received a term sheet from Newmark Knight Frank, one of the largest multi-family lenders in the United States. It is expected that financing for the commercial portions will be provided by the County's 108 program and the SBA 504 program.

We are also enclosing a rendering of the proposed structure

It is my understanding that the development agreement with Danza Partners has lapsed and we are asking that it be extended for 9 months

Please call me with any questions you may have.

We look forward to finally bringing this difficult project to fruition.


Yours truly

Tony Danza

Cc: Sherry Howard
Meri Weymer
Bill Loewenstein

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Danza and Associates

Elizee Michel
Westgate/Belvedere Homes Community Redevelopment Agency
1280 N. Congress Avenue
Suite 215
West Palm Beach, FL 33409

Dear Mr. Michel

Pursuant to your request, for a timetable, please note that there are two timetables, one for the financing and one for the construction. While some pieces will overlap, we cannot begin work until the financing is complete.

One part of the overlapping scenario is that the FHA MAP lender, Newmark, Knight, Frank, will be reviewing plans and specs prior to funding and making their final commitment for the loan.

The timetables are as follows:

A. Financing

There are two aspects to the project for financing. The first is 10,000 sq. ft of commercial square footage on the first floor, the bulk of which will be developed by Dr. Gary Antoine, MD for medical offices. The second portion consists of 36 units of rental housing above the commercial area.

1. The timeline is as follows for the financing of the Medical portion is as follows:

- a) As soon as designation by your Agency is received, file application with Palm Beach County for Section 108 funds, SBA 504 funds and with the Bank of Belle Glade, all of which have expressed support for the project
- b) It is expected that the turnaround for the financing will be 6 to 8 weeks for approval and then two weeks for closing.

2. The financing for the housing portion is as follows:

We will be filing an application with Newmark, Knight, Frank for financing for market rate housing insured by the FHA 221-D-4 program. Newmark has given us a letter of interest. After designation the schedule is as follows:

- a) After designation by your Agency is received file preliminary application with Newmark
1 week
- b) Receipt of term sheet and payment of lenders fees
2 weeks after (a)

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- c) Preliminary meeting with HUD 1 week after (b)
- d) HUD preliminary approvals 1 week after (c)
- e) Preparation of plans and specs including all inputs from your Agency, the Building Division of PBZ and Newmark Knights' reviewing engineers. Also, preparation of environmental 90 to 120 days after (d)
- f) Closing 4 weeks after (d)

B. Construction Phase

1. Our goal is to receive all necessary permits during the period of the preparation of plans and specs.
2. Mobilization and site preparation 30 days after (1)
3. Construction of both residential and commercial 18 to 24 months.

Should you have any further questions, please feel free to call on me.

Yours truly:



Tony Danza

Cc:

Sherry Howard
Chuck Lesnick
Len Schwartz
Richard Kooris

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Introduction

With the recent CARES Act provision for US EDA, a new impetus to jump start the project to develop and construct Building Number 2 in the Atlantic County High Tech Park. We are glad to resurrect the proposal we had submitted before the pandemic for a 40,000 square foot research and office facility. Our team has grown in strength with the addition of the 03 Asset Management, LLC (03) to Rental & Management Associates, Inc. (RMA).

RMA was started by Philip Schorr in 1960 after he had worked for ten years at the NYC Housing Authority and then on a few projects for Robert Moses including the clearing of the site on the upper west side of Manhattan where Lincoln Center and Fordham Law School now stand. Over the years they have managed thousands residential units with hundreds of associated commercial tenants. Len Schwartz joined the firm in 1982. Charles Schorr Lesnick, worked at RMA from 1996-99 in between stints as Director of Economic Development for the City of Yonkers and at the US Department of Housing & Urban Development as a Community Builder and Economic Development Specialist. Mr. Lesnick returned to RMA a year ago after leaving NYS Homes & Community Renewal where he was Deputy Counsel and Assistant Commissioner for Rent Administration and an Acting Regional Representative to Governor Andrew Cuomo (a job that he also performed for his father, former Governor Mario Cuomo).

Mr. Lesnick has also partnered with Richard Kooris on 03, to provide tax-advantaged investments in high-quality business and real estate development projects in Opportunity Zones. Richard has 40 years of experience as an entrepreneur with core strengths in financial modeling, architecture, design and hands-on construction management.

Company Information

03 Asset Management

O3 Asset Management, LLC (“O3”) was founded as a tax-advantaged investment strategy focused on investing in high-quality business and real estate development projects in Opportunity Zones (“OZones”). As an O-Zone fund manager, O3 provides investors with a simple, streamlined way of re-investing capital gains into a diverse set of community development projects across the U.S., leveraging valuable federal tax incentives.

O3 is distinguished by a multifaceted management team with the proven experience and far-reaching government and industry relationships needed to capitalize on the evolving O-Zone landscape. Unlike many narrowly focused O-Zone funds, O3 is highly opportunistic and focused on a range of locations and asset classes. The accomplished team is dedicated to upholding the legislative intent of bettering communities while creating profit and returns for its investors.

Established by Congress in 2017, O-Zones are designated community development areas which permit individuals and businesses to re-invest capital gains in exchange for a number of valuable tax incentives.

Investors who partner with experienced, well-connected opportunity managers, like O3, have a chance to generate significant long-term returns, resulting from beneficial projects that span a growing cross-section of the country.

The O3 management team brings multidimensional skills in key disciplines – lacking among many O-Zone funds today – that are needed to

effectively interpret the new O-Zone statute to form complex investment strategies.

RMA

RMA has managed as many as 1700 affordable housing units. This includes units under the housing programs: HUD Section 8, Low Income Housing Tax Credits, NYC 80/20 Programs, NY State HDC, and NYC Housing Authority Properties, plus rent regulated units. We enjoy a reputation as a dedicated and knowledgeable organization, capable of dealing with the varied financial, organizational, and social problems associated with the specialized area of affordable housing. Within this complex niche we have honed our management skills by:

- (1) Creating positive working relationships among various public not-for-profit and private agencies, tenants, and ourselves result in the solution of vexing tenant and management issues.
- (2) Working with the non-profit for profit owner to produce a working budget which is to assure that cost structures are maintained. In addition, energy efficient green technologies are being introduced.
- (3) Maximizing revenues by collecting all past and current rents via a collaborative legal program with attorneys. The rent collection program is Initiated with legal notices and culminates with the payment of owed rents.
- (4) Establishing and maintaining a vendor payment policy, which sets a priority for payments starting with mortgages (if any), taxes, insurances, utilities, and vendors.
- (5) Preparing and submitting to clients and supervising agencies monthly reports of incomes and expenses with proof of payment of bills as requested.

(6) Maintaining properties in an outstanding condition, which includes zero tolerance for graffiti and critical conditions that may diminish the lifestyle of the residents and the value of the property. This is accomplished by active, weekly inspections and hands-on supervision of all staff by our managers and supervisors.

(7) Providing significant security for the properties via security guards, web based surveillance cameras in strategic locations, roof alarms, magnetic front door lock, cell phones, and radio communication for staff, as Warranted.

Communications are maintained between the field staff and the manager and supervisor on a 24/7 basis, enabling us to respond swiftly to any emergency. In addition, there is a "live operator" central station telephone service, which operates as a first communications respondent after normal business hours. Also, each superintendent is supplied with, in addition to their regular tools, a first responder emergency repair kit. For those buildings which are vacant, we are prepared to seal and secure them against seasonal damage by using antifreeze or by removing toilets and basins to prevent cracking of porcelain fixtures. Windows are boarded, doors are sealed, and routing inspections of the property all serve to maintain the physical condition of the buildings year round.

Organization Capacity

In terms of financial analysis, RMA currently prepares annual budgets for affordable housing developments. In September and in December, budget evaluations are held with Supervisors and Project Managers, utilizing the current years' experience as the benchmark. Attention is given to project income and potential increases in expenses due to the need for capital improvements, the effect of inflation and seasonal changes, labor union contracts, and the like. The issue of financial viability is scrutinized and the plans set for accomplishing operating goals. RMA has been involved in

project-refinancing programs with various public agencies, banks, attorneys, and consultants more fully described later.

Property management has been our mainstay since 1960. Philip Schorr, RMA President, began his housing career in 1947 with the NYC Housing Authority. RMA participates in all affordable housing programs as a property manager, agent, and owner. The current portfolio of 1,000 units is under his hands-on direction, supervised by our Director of operations, Leonard Schwartz. Together they have some 90 years of experience in Management and Portfolio analysis. Thus, rent delinquencies, daily cash intake, vacancies, and contracts with vendors are under constant review and analysis.

RMA is fully computerized through the Skyline Real Estate Software Management Program, and is able to track repair records, maintenance violations and inspections electronically. Funds are tracked through Paychex payroll and time and attendance programs and the Capital One lock-box and electronic transfer programs. Payments by those means produce accurate daily and monthly reports for all our clients and we provide them the training necessary to read and evaluate the monthly financial reports.

RMA is thoroughly familiar with requirements of the Federal Low Income Housing (LIHTC) various local tax abatement programs and the tax certification program, and is prepared to provide technical assistance in such areas as requested. In conjunction with the non-profit Westchester Housing Action Council, RMA offers a spectrum of development and financial planning services as asset managers.

RMA is eminently suited to provide training to sponsors and for special needs housing. We have trained members of non-profit agencies in affordable housing programs for 40 years. This includes senior citizen programs, housing for the homeless, Section 8, tax credit 80/20 housing, rent-stabilized housing, Mitchell Lama Cooperatives and the like. We are fully familiar with the requirements of each of these programs and are able to

develop and help sponsors in implementing comprehensive asset management programs.

Resumes

CHARLES SCHORR LESNICK
15 Albemarle Place, Yonkers, New York 10701
Cell: 914- 954-3039 • Email: chuck.schorr.lesnick@gmail.com

CURRENT POSITIONS

LAW OFFICES OF CHARLES S. LESNICK, ESQ. (2006-Present) Practice includes Probate, Real Estate, Receiverships, Guardian and Intergovernmental Relations. Formerly Counsel to Smith, Buss & Jacobs, LLP, Counsel (2004-2006) until resignation after election to comply with Yonkers Ethics Law. Currently Counsel to Marks DiPalermo, LLP.

COMMUNITY INITIATIVES DEVELOPMENT CORP. (1996-99; 2003-Present; Chairman since 2018), Tax Credits, Bank Financing, government relations and tax-exempt financing. In this role I served as VP and now Interim Chief Operating Officer of Bronx Parking Development Company, LLC (BPDC) for nine parking garages lots near Yankee Stadium.

Rental & Management Associates (RMA), Vice President (2019- Present); Assistant to the President (1996-99); assisted with the management of over 3,000 apartment units in the Bronx, Manhattan and Brooklyn. Also responsible for obtaining new business and creating projects in Federal Opportunity Zones in NY, NJ & Florida. President and cofounder of Rehabilitation & Management Associates (REHAB) (1996-99) an affiliated contracting company. Cofounder of the Bronx Housing Investment Group which was awarded six apartment buildings in the Bronx (200 units) through the NYC Dept. of Housing, Preservation & Development's (HPD) Neighborhood Entrepreneurs Program (NEP). Founder and Director of the RMA/BJCC Resource Center (1996-99) which was awarded HPD's Tenant Interim Leasing (TIL) contract in the Bronx to train tenants in fifty city owned buildings to turn them into low income co-ops (HDFCs).

WESTCHESTER MUNICIPAL OFFICIALS ASSOCIATION (2006 - Present) Served as President, Vice President, Treasurer, and Secretary. Appointed to the Westchester Collaborative Assessment Commission that issued a report that may

lead to a county tax revaluation. Introduced the WMOA prescription drug card and created the first WMOA e-blast communications plan and website at wmoaonline.com. Remains on Board in advisory capacity as Past President and Financial Assistant.

EDUCATION:

June 1981: Yale College; New Haven, Connecticut,
Bachelor of Arts in Economics and Political Science.

February 1985: New York University School of Law; New York, New York. Juris Doctor Recipient of Arthur Vanderbilt Medal for Outstanding Service to the Law School. Review of Law and Social Change - Colloquium Editor, "Litigating and Legislating for Affordable Housing. Admitted to the Bar of the State of New York.

June 1986: The Woodrow Wilson School of Public and International Affairs; Princeton, New Jersey Masters of Policy Analysis and Urban and Regional Planning (MPA-URP) Paper: "Taking the Profit Out of Arson for Profit" published and awarded Honorable Mention Planning & Law Division of American Planning Association's competition.

October 1999: The Kennedy School of Government at Harvard University; Cambridge, Massachusetts

Certificate of Completion, Community Builder Fellows Program

PREVIOUS PROFESSIONAL EXPERIENCE:

NYS HOMES & COMMUNITY RENEWAL, (2014-2019), Deputy Counsel/Assistant Commissioner, Office of Rent Administration and Counsel to the Westchester Rent Guidelines Board. Also Acting Regional Representative to the Governor 2015-17.

YONKERS CITY COUNCIL PRESIDENT (2006- 2013) Presided over the City Council of New York's fourth largest City with 200,000 residents and a budget in excess of \$850 million; a voting member of all standing committees of the City Council (Chairing Rules; Intergovernmental Relations; and Smart Growth,

Environmental & Historic Preservation; Budget, Education, and Real Estate & Economic Development), and a member of the Board of Contract and Supply, the Empire Zone Advisory Board and the Community Development Agency (CDA). Elected in 2005 and re-elected in 2009. Term-limited in 2013.

United States Department of Housing & Urban Development (HUD), Community Builder Fellow (1999-2000) Selected with 460 others from over 9,000 applicants help empower America's people and local governments to take the leading role in improving lives and strengthening communities. Economic Development Specialist, NY/ Region (2000-02) Marketed Section 108 loan program; served as liaison to Empowerment Zones and Enterprise communities. Resigned in October, 2002 to seek elective office.

Counsel/Consultant to the Westchester Tri-City Development Corporation, the New Cassel V Westbury Neighborhood Advisory Council and the Town of North Hempstead to package loans, prepare legal documents, conduct feasibility studies and provide economic development assistance (1996-99).

City Of Yonkers, Director of Economic Development (1992-1996) Responsible for the Economic Development Zone, business recruitment, implementation of aspects of waterfront plan, commercial revitalization, low interest loans and other business benefits. Adviser to Mayor on business affairs, and liaison to the business community. Initiated and coordinated successful effort to recoup \$3.5 million of federal funds previously lost to Yonkers. Coordinated the submission of a dozen applications for state grants totaling \$907,050; Federal EDI grants of \$450,000; and \$18 million of HUD Section 108 lending authority. Helped loan over \$1 million to 18 small companies. Created and secured initial \$200,000 funding for the Westchester Tri-City Development Corporation.

Yonkers Local Assistance Corporation (YLAC) Deputy Director (1992-%) Reinvigorated dormant not-for-profit Local Development Corporation which now makes a loans and grants to businesses with City, State, Federal and Private section funding. Initiated processes to make YLAC a 501 (C) 3 and SBA associated development company (ADC).

Yonkers Industrial Development Agency (IDA), Deputy Executive Director (1993-%), (Director 1996-97) (City Council Representative 2012-13) Restructured the IDA in 1993 and assisted with tax-exempt and taxable bond issuances.

NEW YORK STATE URBAN DEVELOPMENT CORPORATION (UDC); New York, NY 1988-1992(Now called the Empire State Development) Director Of Commercial Revitalization Program. Coordinated review and evaluation process from legal, financial and architectural perspectives for semi-annual competition. Responsible for the oversight of thirty and the administration of seven commercial revitalization projects statewide. Drafted new rules, regulations, information bulletins and applications and coordinated change over from "0% loan program" to "matching grant program".

Manager of New York City Pilot Feasibility Study Program
Developed guidelines for program jointly administered with the New York Community Trust and PRATI Institute that successfully funded 32 feasibility studies in 28 New York City neighborhoods. This program became the model for part of the UCDP legislation that was promulgated by the state legislature in 1990.

Coordinator for Sports Stadium
Coordinated and managed \$1.4 million State loan for the Binghamton Municipal Stadium for the NY Mets minor league (AA) team. Project manager for the Brooklyn Sports Complex Feasibility Study.

Manager of University Projects
Projects included the Columbia Audubon Biotechnology Project, the Clarkson Center for Advanced Materials Processing and the New York University Neural Science Center.

NEW YORK STATE DEPARTMENT OF STATE, Office of the Ombudsman, White Plains, NY 1985-1988
Regional Representative for Governor Mario Cuomo
Directed Office of Citizen Services for Westchester, Rockland, & Putnam Counties and conducted regional advance, press, and program analysis for Governor Cuomo, Lt. Governor Stan Lundine, and Secretary of State Gail Shaffer. Commended in 1986 for institution of extensive internship program for over seventy students from thirty-four colleges; and in 1987 for creation of "Eyes on Westchester" a weekly cable T.V. show. Represented Shaffer on Westchester Community Housing Resource Board and monitored West HELP initiatives for housing for homeless families in Mt. Vernon, Greenburgh and White Plains.

New York City Department of Law, New York, New York fall 1984

Legal Clinic Participant: Assisted Special Assistant Corporation Counsel with SRO Project. Prepared briefs and motion papers for litigation to protect housing services for tenants in Single Room Occupancy Hotels.

Robinson, Silverman, Pearce, Aronsohn and Berman, New York, New York Summer 1983 Summer Associate: Prepared memoranda, leases, briefs, and closing documents for mid-sized Manhattan union-side labor, real estate and general practice law firm.

The Citizens' Committee for New York City, New York, New York Summer 1983 Transportation Project Coordinator: Analyzed the organizational structure of the transit activities in NYC, planned specific implementation for seven community based transportation projects and negotiated for new MTA policies. Funded by the Morgan Guaranty Trust graduate intern program.

New South Wales Department of Environment and Planning, Sydney, Australia Summer 1982 Assistant Town Planner: Completed industrial and special used job projections, rural residential fringe study and study on developer contributions to legal and social services.

Hyosung America, Los Angeles, California Summer 1991 Market Analyst: Studies and reported on US market for Korean steel, roller skates, fabrics, car batteries, bicycles and other products. Arranged purchase of Americans raisins and computer paper for export to Korea.

Connecticut Conference of Municipalities, New Haven, Connecticut Fall 1980 Research Assistant: Assisted staff in preparation of municipal management bulletins for CCM's 59 member towns. Worked with Mayors of these towns providing information services, and organizing unified lobbying.

New York City Department of Planning, New York, New York Summer 1980 New York Management Intern: Conducted street surveys and prepared reports on market analysis from macroplanning perspective. Funded by the NYC Summer Management Intern Program.

Congressman Jim Mattox, Texas U.S. House of Representatives, Washington D.C. Summer 1978 Congressional Intern: Prepared Small Business Newsletter, inserts into the Congressional Record, and background material relating to veteran's preference. Handled constituent problems.

TEACHING EXPERIENCE:

Westchester Community College, Dept. of Behavioral/Social Science, Valhalla,
NY Assistant Professor for State and Local Government, Part-time
Fall '88, Spring '01

Bronx Community College, Department of Paralegal Studies, Bronx, New York
Assistant Professor of Political Science: Sing Correctional Facility, Ossining New
York, Part-time
Spring 1988

PERSONAL

Married to Dr. Beth Schorr Lesnick, Gastroenterologist with two grown daughters.
Board member: Federated Conservationists of Westchester (President since 2018);
Enslaved African Rain Garden (Treasurer); Historic Sing Prison Museum Advisory
Committee; Strong Cities Alliance; JCY-Westchester Community Partners.

PHILIP SCHORR Ph.D.

1960 - Present
1963 - Present

RELOCATION & MANAGEMENT ASSOCIATES, INC.
RENTAL & MANAGEMENT ASSOCIATES, CORP.

Position: PRESIDENT (Founder)

RMA is active in property management, development, tenant training, and relocation programs for private developers and public agencies. RMA is also a developer and sponsor of new and rehabilitated housing.

1947 - 1958

NEW YORK CITY HOUSING AUTHORITY

Duties:

Relocation and Management activities
Housing Assistant
Assistant Manager
Manager

1958 - 1960

BRAISLIN, PORTER AND WHEELOCK, INC.

Position: Vice President - of its affiliate,
General Relocation Corp.

Duties: Supervised the relocation of some
3,000 families and the property management
and demolition of 300 buildings for Lincoln
Center for the Performing Arts and Fordham
University

Organizational
Membership:

Licensed Real Estate Broker; Member of the Board of
Directors; Citizen's Housing and Planning Council of
New York, Charter member of the Mid-Manhattan Branch
of the National Association for the Advancement of
Colored People; Lifetime member; The National
Association of Housing and Redevelopment Officials;
President of the Alumni Association of the Graduate
School for Public Administration, New York University
(1967 - 1968); member, American Society for Public
Affairs and Administration. Member, Board of Directors,
Anna & Philip Kimmel foundation; Member, Board of
Directors, Temple Gates of Prayer.

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**EDUCATION AND
TEACHING:**

NEW YORK UNIVERSITY

Bachelor of Arts – 1946
Masters in Public Administration – 1947
Ph.D. in Public Administration – 1974

Professor Emeritus of Public Administration at Long Island University, C.W. Post Campus, Graduate School of Business. Public Administration and Accountancy; Department of HealthCare and Public Administration, and a former Executive Director, Center for Real Estate and Community Development at L.I.U.

PUBLICATIONS:

Articles published:
Journal of Housing, Real Estate Review,
Real Estate Forum, Right of Way, New
York Affairs, Urban Affairs Journal,
International Journal of Public
Administration.

PUBLICATIONS:

Books:
PLANNED RELOCATION, 1975, Lexington Press;
Editor, **CRITICAL CORNERSTONES OF PUBLIC
ADMINISTRATION**, 1985
Oegeschlager, Gurn and Hain.

**AWARDS AND
RECOGNITION:**

Listed in **WHO'S WHO IN THE EAST**, 1977 edition.

Received a Presidential Citation from President
Ronald Reagan for Promoting Affordable Housing,
1987.

Coordinator for successful re-accreditation, LIU,
Department of Health Care and Public Administration,
by National Association of Schools of Public Affairs
and Administration, 1996 – 1997.

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Statement of Qualifications for Dr. Philip Schorr

PROFESSIONAL CAREER

Philip Schorr has devoted a lifetime of professional service in the field of affordable housing. During a sixty-three year career he has served in the public, private, and academic areas of housing, planning, community development, and public administration.

Upon receiving an honorable discharge from the U.S. Army in World War II, he entered New York University. In 1946 he received a Bachelor's Degree and in 1947 a Master's Degree in Public Administration. He was then employed by the New York City Housing Authority for ten years rising to various managerial level and specializing in slum clearance and property management. During this period he received three commendations for superior service.

In 1958 he resigned from the Authority to enter the newly created field of urban renewal in New York City headed by Robert Moses. He was appointed General Manager for the Lincoln Center and Fordham University sites in Manhattan under contract with Braislin, Porter and Wheelock, a private real estate company retained by the aforementioned institutions. During an eighteen-month tenure, he successfully relocated 2,805 families and supervised the demolition of 268 buildings. His accomplishments were hailed in the media as a model for relocation programs elsewhere. Upon completion of this assignment he organized his own firm, Relocation & Management Associates Inc., which engaged in relocation planning and tenant relocation programs in the New York metropolitan area and nationally.

In 1963 he founded Rental & Management Associates Corp. an affiliate which provides housing management, tenant education, housing development, and consultant services. RMA grew steadily over the years and today manages approximately 1000 low to moderate income housing units in over 50 buildings in New York City environs.

Of the RMA portfolio approximately 600 units were HUD Sec. 8 subsidized, the balance are in other low to moderate income housing programs. Under the Sec. 8 program RMA developed approximately five hundred of the units in the Bronx and Brooklyn. RMA was also involved in tenant education programs in the Bronx for the NYC Housing and Preservation Department. Some 2,000 low-income families in 200 buildings were instructed in the fundamentals of cooperative property management and ownership which enabled them to assume responsibility for the management and ownership of their buildings.

As part of the New York City Housing Authority's management privatization program, RMA managed three new housing projects. The firm is also a consultant to the New York State Department of Housing and Community Renewal, the New York State Housing Trust Fund, the New York State Office of Housing for the Homeless, and the Enterprise Foundation.

PROFESSIONAL CAREER

Among its not-for-profit clients and co-venturers, RMA includes all levels of government, religious denominations, and various neighborhood groups such as the Crown Heights and Bronx Jewish Community Councils, the South Bronx Council of Churches (MolTisania Cluster), the Ocean-Hill Brownsville Tenant's Association, the Mid-Bronx Senior Citizen's Council, and Barnard College. These groups built affordable housing that is underwritten by the Enterprise and L.I.S.C. Foundations through their sale of tax credits to private corporations.

In 1968-69, Dr. Schorr was a consultant to the Community Improvement Corporation of New York in a pioneer program which required the temporary on site relocation of families in Harlem pending the reconstruction of their units. This program was the precursor for later major housing rehabilitation efforts in New York City.

In 1979 RMA was awarded a grant from HUD in an innovative housing program; the "510" Demonstration in the Bronx, -which piggybacked Sec. 8 rehabilitation of vacant buildings with the moderate rehabilitation of a sister building. This required the set-aside of a portion of monies from the sale of fax shelter funds from the Sec. 8 buildings to pay for the rehabilitation of the occupied sister building.

In 1989 RMA received an award from the N.Y.C. Department of Housing & Preservation to construct eighty-four (84) units of low to moderate housing in the Bronx under its 80/20 program. In 1990 RMA was also awarded a HUD Housing Opportunities Development Grant (HODAG) to rehabilitate one hundred -twenty-nine (129) vacant units of affordable housing in the Bronx. (This building is also the home office of RMA).

From 1990-96 RMA was in a joint venture that constructed thirty (30) two family affordable housing units for the town of North Hempstead, L.I. Community Development agency. In 2001 RMA was also designated by the NYCHousing & Preservation Department as co-developer of 24 units of two family attached homes for moderate-income families in Brownsville, Brooklyn.

ACADEMIC CAREER

In 1969 Dr. Schorr returned to New York University to pursue a doctoral degree in Public Administration. He was awarded a Ph.D. in 1974, and in 1975 his dissertation, Planned Relocation, was published. This is a study of various public relocation programs, starting with the exodus of the Jews from Egypt and culminating with the urban renewal program in the United States and the Passage of the Uniform Relocation Act of 1972. The book's premise is that socially responsive public programs can serve a positive role in advancing the social welfare and common good for society.

In 1977, while maintaining his firm, Dr. Schorr accepted an adjunct teaching faculty position in the Department of Health Care & Public Administration at Long Island University. In 1978 he was appointed a full-time faculty member. He served for twenty-two years in this dual capacity, retiring in 1998 from the University as Professor Emeritus. During this period he sponsored colloquiums of outstanding academics and practitioners in public administration ending in the publication of a book of essays which he edited, Critical Cornerstones in Public Administration. This was then followed by his chairmanship of the Center for Real Estate & Community Development, in which sponsored two regional conferences on affordable housing at Long Island University. President Ronald Reagan awarded him a Presidential Citation in 1987 for promoting awareness of the need for affordable housing on Long Island. In 1996-97 Dr. Schorr served as Coordinator for his Department for its successful reaccreditation by the National Association of Schools of Public Affairs and Administration.

Dr. Schorr has articles published in the Journal of Housing, Real Estate Review, Real Estate Forum, New York Affairs, Urban Affairs Journal, the International Journal of Public Administration and Public Administration Quarterly. In the International Journal he published two monographs dealing with Public administration as a calling, tracing this concept from the Old Testament, beginning with God's call to Abraham to sacrifice his son ~~Isaac~~.

As a housing consultant Dr. Schorr has produced numerous housing relocation and community redevelopment studies for communities in the New York metropolitan area and throughout the United States.

COMMUNITY ACTIVITIES

In 1949-50 Dr. Schorr was elected Commander of the Samuel J. Hoffman Jewish War Veterans Post in Brooklyn. In 1965-66 he was a founding member of the Mid-Manhattan branch of NAACP. In 1967-68, he was elected President of the N.Y.U. Graduate School of Public Administration Alumni Association. He is a licensed Real Estate Broker, a lifetime member of the National Association of Housing and Redevelopment Officials, a member of the Board of Directors of the Citizen Housing and Planning Council of New York, a member of the American Society for Public Administration, and the National Association of Schools of Public Affairs and Administration, a member of the Executive Board of the Kimmel Foundation on Long Island and a member of the Board of Trustees of Temple Gates of Prayer in Queens.

LEONARD J. SCHWARTZ

**PROFESSIONAL
EXPERIENCE:**

1982 to Present ***RENTAL & MANAGEMENT ASSOCIATES, CORP.***

Position: Director of Property Management

Duties: Responsible to the President and C.O.O. for the overall management of the RMA.

This consisting of approximately 2500 residential units throughout New York City. Improved maintenance procedures while overall reducing costs. Experienced In rent stabilization and control, HUD, Section 8, Tax Credit moderate income and commercial tenants. Co-authored several development proposals for low and moderate income housing and participated in their development.

1998 to Present ***BRONX HOUSING INVESTMENT GROUP***

Position: Partner and Manage

Duties: Partner In the development and manager of 187 units of Tax Credit Housing through the NYC Neighborhood Entrepreneur Program. Successfully worked with residents and HPD to create a relocation and rehabilitation plan allowing units to be fully renovated.

1979 - to Present ***S.A. SCHWARTZ COMPANY***
(Part-time)

Duties: Assist in operating a family-run Insurance brokerage, specializing in multi-family and commercial coverage. In addition, have obtained private funds for the rehabilitation of apartment buildings through the Participation Loan Program

1979-1981 ***VICKERS MANAGEMENT CORPORATION***

Duties: Assisted In the management of 1,000 apartments and commercial units located in Manhattan and Queens. Building varied from renovated brownstones to tenements and high-rises.

1978 - 1979 ***WEST JERSEY PLANNING ASSOCIATES***

Position: Junior Planner

Duties: Authored Community Development Block Grant proposals for various New Jersey communities. Completed a neighborhood study in Paulsboro, New Jersey.

ANIL IKRAM

2007 -
Present

RENTAL & MANAGEMENT ASSOCIATES,
CORP.

Position: Accounting Manager

Duties: Prepare and submit monthly and quarterly financial statements (trial balance, profit/loss statement, balance sheet, including schedule of accounts receivable and payable) to partners/owners. Record monthly accruals and analyze income and expense accounts for accuracy. Serve as the liaison for the acquisitions and sales of properties. Reconcile cash and escrow accounts to bank statements. Prepare, and ensure process of documentation for reimbursement from operating and replacement reserve accounts. Oversee accounts payable, receivable, payroll and legal departments. Interact with employees on a daily basis to resolve issues and other technical questions they have encountered. Prepare and submit all year's end financial statements to independent auditors to prepare tax returns and financial statements attestation. Prepare and submit RPIE report to the City of New York for eligible properties. Supervise accounting staff and activities.

04/2005 -
07/2007

Position: Staff Accountant

Issued and collected all inter-company billing such as management fees, cell phones, workman's compensation, health insurance, and other front-line expenses, reviewed and adjusted inter-companies general ledger accounts, Entered and ensured payment of all appropriate bills upon approval.

01/2005 –

04/2007

Position: Account Receivables/ Payables clerk for properties.

Maintained a portfolio of 2,700 units including residential and commercial properties, monthly billing preparation including recurring charges to tenants and adjustments as needed, rent rolls updates and analysis including delinquent and aging reports, applied payment to tenants account and made deposits into properties bank account, reviewed, entered, and paid bills using computerized accounting software.

Education:

Herbert Lehman College, Bronx, New York Bachelor's of science- Accounting May 2003

Proficient in Microsoft Word, Outlook, Excel, Access, Power Point, Publisher, internet, Peachtree, QuickBooks Pro 2005 and 2008, Sky line.

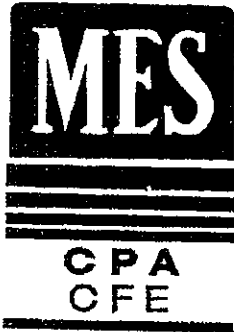
Richard and Laura Kooris – Real Estate Development Resume

The Kooris' have owned and successfully developed property in Austin's East Sixth Street corridor since 1976, a time when few other developers had foreseen the potential of this area. We currently own and operate Pegalo Properties Inc., a property management and development firm that manages the 75,000 square foot commercial office and studio development housed in four renovated warehouse buildings, one block south of the Sixth and Brushy intersection in Austin, Texas.

The 501 Studios project began as four empty warehouse buildings and has been restored into one of the premier specialized commercial office and studio developments in the downtown Austin area. The studio complex is home to ninety individual company tenants, primarily concentrated in film, video, audio and digital design and includes a well-known restaurant, venue and coffee shop. We acted as designers and general contractors on the entire project.

Since developing 501 Studios, the Kooris' have successfully completed a number of other significant commercial and residential real estate development projects, including the acquisition of sites, design, construction and sale of 41 speculative residential urban infill dwellings, primarily in East and South Austin.

Net Worth



MINDY EISENBERG STARK CPA • CFE

88 Bonnie Meadow Road, Scarsdale, New York 10583

TEL. (914) 725-8880
FAX (914) 725-8881
www.mescpa.com

May 22, 2020

John C. Lamey, Jr., Executive Director
Atlantic County Improvement Authority
1333 Atlantic Avenue
Atlantic City, NJ 08401

Re: Charles Schorr Lesnick

Dear Mr. Lamey,

We are the accountants and tax preparers for Mr. Charles Schorr Lesnick for the past 30 years and accordingly we are familiar with his business operations, investments and net worth.

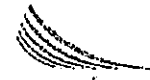
With that said, this letter will serve to inform you that Mr. Schorr Lesnick's net worth as represented to us as of April 30, 2020 is in excess of \$1 million dollars.

Should you have any questions, please contact us directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mindy Eisenberg Stark'. The signature is fluid and cursive, with the first and last names being the most prominent.

Mindy Eisenberg Stark CPA, CFE



PragerMetis

May 21, 2020

Re: Philip Schorr

To Whom it May Concern,

Prager Metis CPAs, LLC

800 WESTCHESTER AVENUE
SUITE N-400
RYE BROOK, NY 10573

T 914.694.4600
F 914.694.3858

www.pragermetis.com

We are the accountants and tax preparers for Mr. Philip Schorr for the past 20 plus years and accordingly we are familiar with his business operations, investments and net worth.

With that said, this letter will serve to inform you that Mr. Schorr's net worth as represented to us as of December 31, 2019 is excess of \$10 million dollars.

Should you have any questions, please contact us directly.

Sincerely,

Prager Metis CPAs, LLC

By: Martin Greenberg, CPA, Partner

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TURMAN & EIMER LLP
CERTIFIED PUBLIC ACCOUNTANTS
1980 BROADCAST PLAZA
MERRICK, NEW YORK 11566

MARK A. BERNSTEIN, CPA
DOUGLAS L. MIRMAN, CPA
STEVEN B. DAVIS, CPA

TELEPHONE (516) 868-4877
FACSIMILE (516) 223-3421

MARTIN S. TURMAN, CPA (1951 - 2016)
JEFFREY H. EIMER, CPA (RETIRED)

June 1, 2020

Re: Leonard Schwartz

To Whom It May Concern:

Please be advised we have been the accountants and tax preparers for Mr Leonard Schwartz for over 25 years and accordingly are familiar with his business operations, investments and net worth.

With that said, this letter will serve to inform you that Mr Schwartz's net worth as represented to us as of December 31, 2019 is in excess of \$5,000,000.

Please do not hesitate to contact us should you have any questions.

Sincerely,



Douglas L. Mirman, CPA



TAX - LEGAL - FINANCIAL

May 28, 2020

John C. Lamey, Jr., Executive Director
Atlantic County Improvement Authority
1333 Atlantic Avenue
Atlantic City, NJ 08401

Re: **Richard Kooris**

We are the accountants and tax preparers for Mr. Richard Kooris for the past 9 years and accordingly we are familiar with his business operations, investments and net worth.

With that said, this letter will serve to inform you that Mr. Kooris' net worth as represented to us as of December 31, 2019 is excess of \$10 million dollars.

Should you have any questions, please contact us directly.

Sincerely,

A handwritten signature in cursive script that reads "Nathaniel Lounsbury".

Nathaniel Lounsbury

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement"), made this ____ day of _____, 2019, by and between the Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (hereinafter "WCRA"), and Danza Group, LLC, a Florida limited liability company (hereinafter "DANZA").

WITNESSETH

WHEREAS, 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 meeting certain terms and conditions as hereinafter set forth.

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 its meeting the terms and conditions set forth herein (hereinafter the "Option").

ARTICLE 1

TERMS OF THE OPTION

1.1 **Term of Option.** The term of this Agreement shall commence upon its execution by the WCRA and DANZA (the "Effective Date") and shall expire on the 1st anniversary of the Effective Date (the "Option Period").

1.2 **Consideration for the Option.**

As consideration for this Agreement, DANZA shall pay the WCRA, \$1,000.00 (the "Option Fee") upon its execution.

1.3 **Exercise of Option.**

1.3.1 Upon meeting the conditions listed in 1.3.4, below, DANZA may exercise the Option by delivering written notice to the WCRA (the "Option Notice"). The Option Notice shall be delivered to WCRA no later than the expiration of the Option Period. An extension of 12 months to exercise the option is permitted subject to the WCRA's sole and absolute discretion provided DANZA demonstrates that it is acting in

good faith and the continued exercise of due diligence to move forward the terms specified in Section 1.3.4.

1.3.2 The failure of DANZA to timely deliver the Option Notice to the WCRA for any reason whatsoever 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 herein.

ARTICLE 2

CONDITIONS TO BE MET PRIOR TO EXERCISING OPTION

The conditions to be met by DANZA are:

2.1 Demonstration to the satisfaction of the WCRA that DANZA has cash on hand, or proof of financing, in the form of financing commitments from institutional lenders and financial sources and uses of funds from DANZA to acquire and redevelop the Property substantially as set forth in Exhibit "B", at the time the Option Notice is delivered.

2.2 If required, the execution of a Development Agreement with the WCRA.

2.3 The approval of a Development Order from Palm Beach County which evidences that DANZA has obtained all land use, zoning, and other entitlements necessary to develop a 2 to 3 story 20,000-60,000 square foot mixed-use building consisting of approximately 20,000 square feet of commercial space on the ground floor and 60 Multi-family residential units on floors two and/or three.

ARTICLE 3

TERMS OF CONVEYANCE

Purchase Price. Upon exercising the Option, the purchase price ("Purchase Price") for WCRA's conveyance of the Property to DANZA shall be \$400,000.00. The Purchase Price shall be paid to WCRA at Closing by wire transfer to an account to be designated in writing by WCRA to DANZA. The WCRA shall convey the Property at closing by General Warranty Deed to DANZA.

3.1 **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 120 days after the date of the Option Notice. The closing shall occur on the Closing Date, at the offices of Jones Foster P.A., in Jupiter, Florida.

3.2 **Evidence of Title.** Within 20 days following DANZA's exercise of the Option, WCRA shall obtain at its 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 fair market value of the Property. 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 Schedule B-II of the Title Commitment and subject to which the WCRA holds title, the "Reverter Clause" described in Section 2.6.2 below, and any subsequent matters that do not materially affect the value of the Property for the intended mixed-use development purposes (the "Permitted Exceptions"). DANZA shall have 15 days from receipt of the Title Commitment within which to examine same. If 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 aforesaid 15 day period (the "Title Notice"). The WCRA shall have a period of 60 days from receipt of the Title Notice within which to cure the title defect(s) set forth therein. WCRA will use good faith 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 60 day period. If the title defect(s) set forth in the Title Notice are not cured within such 60 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 it shall become null and void, and both parties shall be relieved of all obligations.

3.3 **No Adverse Actions.** Neither WCRA nor DANZA shall take any action which would impair or otherwise affect title to the Property, and shall record no documents in the Public Records of Palm Beach County, Florida, which would affect title to any portion of the Property, without the prior written consent of WCRA as to the Property. This Agreement may be recorded by WCRA in the Public Records of Palm Beach County, Florida.

3.4 **Cooperation.** WCRA and DANZA agree to cooperate with one another in order for DANZA to apply for and obtain all land use and zoning approvals and building permits required for the construction of the development project (the Project) described in the attached Exhibit "B" upon the Property. DANZA shall be responsible for all application and professional fees necessary to process its application and for the construction of the Project.

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

3.5.1 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, are or will be fully true and correct:

3.5.1.1 There are no parties in possession of the Property, or any part thereof, other than the WCRA, and persons or entities claiming by, through or under the WCRA, other than _____.

3.5.1.2. The execution and delivery of this Option, the consummation of the transaction herein contemplated, and the compliance with the terms of this Option will not conflict with, with or without notice or the passage of time, or both, 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.

3.5.1.3 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 and encumbrances and real estate taxes and assessments for the year the property is conveyed.

3.5.1.4 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 WCRA or the Property.

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

3.5.2 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, are and will be fully true and correct.

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

3.5.2.2 DANZA is authorized by its operating agreement and other organizational documents to enter into this Agreement and its manager or managers are authorized to execute, deliver and perform all of the documents contemplated by this Agreement, including this Agreement.

3.5.2.3 DANZA has obtained all required authorizations and permits necessary to consummate the transaction contemplated by this Agreement.

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

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

3.6 Conveyance of Title.

2.6.1 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, 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.

3.6.2 Danza shall have a period of two (2) years from the Closing Date to substantially complete construction of the project contemplated in the approvals obtained for the development of the Property. In the event DANZA fails to meet this condition, the Property shall automatically revert to WCRA upon WCRA's filing in the Public Records of Palm Beach County a "Notice of Non-compliance." Prior to filing said Notice of Non-compliance, WCRA shall provide written notice to DANZA, provided pursuant to Article IV of the Agreement, granting DANZA the opportunity to appear before the WCRA Board of Commissioners to appeal the decision to record the Notice of Non-compliance.

3.7 Expenses of Closing. DANZA shall pay the documentary stamp tax (and any surtax) required in connection with the Deed, the costs of recording any instruments necessary to cause title to the Property, as applicable, to conform to the provisions of this Option Agreement; 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; and the cost of recording the Deed. Each party shall pay its own attorneys' fees incurred in connection with this transaction.

3.8 Proration's.

3.8.1 **Property Taxes.** Real Estate property taxes and assessments shall be prorated as provided in the closing statement.

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 to the following addresses:

WCRA: Elizée 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:

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 breaches this Agreement, the WCRA shall, as its sole and exclusive remedy, have the right to terminate this Agreement and to retain the Option Fee.

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 remedy, the right to terminate the Agreement; to the specific performance of this Agreement or, at the WCRA's election, all sums paid by DANZA hereunder shall be returned without waiving the WCRA's rights for damages.

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.

4.4 **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.

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.

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 is entitled to receive from the other party all reasonable costs, charges, and expenses, including attorneys' fees, expert witness fees, appeal fees, and the cost of paraprofessionals 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: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of West/Belvedere Homes Community Redevelopment Agency, on behalf of the Agency. He is [] personally known to me or has [] produced _____ as identification.

(NOTARY SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

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DANZA GROUP, LLC, a Florida limited liability company

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as the _____ of Danza Group, LLC, a Florida limited liability company, on behalf of the company. He is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Notary Public

Print Name: _____

My commission expires: _____

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 Rendering 7-28-2020



MEMORANDUM OF UNDERSTANDING

DATE: / /2020

TO: Bob Hamilton, Director of Planning, Research and Development
Palm Beach County Park and Recreation Dept.

FROM: Elizee Michel, Executive Director
Westgate Belvedere Homes CRA

RE: **Belvedere Heights Community Park Maintenance**

Dear Mr. Hamilton:

I am writing to formalize the understanding between our two departments with regard to the Belvedere Heights Community Park Maintenance project. The Westgate Belvedere Homes CRA agrees to provide annual maintenance funds in the amount of \$6,280 for the maintenance of the park.

This Memorandum of Understanding shall be in effect as of the date it has been signed by both entities.

Executed by the undersigned Representative of the Westgate Belvedere Homes CRA this ____ day of _____, 20__.

By: _____

Print Name: Ronald Daniels

Title: Board Chair

Sincerely,

Executed by the undersigned Representative of the Park and Recreation Department this ____ day of _____, 20__.

By: _____

Print Name: Eric Call

Title: Director

Elizee Michel
Executive Director, Westgate Belvedere Homes CRA

pc: Dorritt Miller, Assistant County Administrator

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10/1/2020

RE: Bridgman Road Funding - Elizee Michel

RE: Bridgman Road Funding

Spencer Palmer

Wed 9/16/2020 10:37 AM

To: Elizee Michel <EMichel@pbcgov.org>;

Cc: Denise Pennell <DPennell@pbcgov.org>;

Good morning Elizee

We just received the maintenance amounts for Belvedere Heights Park and it came out to be \$6,280 annually for landscape maintenance services including mulch and fertilizer.

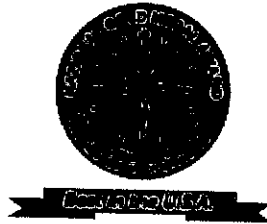
Spencer Palmer - Construction Project Specialist

Planning, Research and Development
Palm Beach County Parks and Recreation Department
We create opportunities for healthy, happy living!

2700 6th Av South, Lake Worth FL 33461

Office - 561-966-6647 Fax - 561-242-6981 Email - spalmer@pbcgov.org

Connect with us: www.pbcparcs.com



From: Elizee Michel <EMichel@pbcgov.org>

Sent: Friday, March 20, 2020 12:49 PM

To: Bob Hamilton A. <RHamilton@pbcgov.org>

Cc: Denise Pennell <DPennell@pbcgov.org>; George Lacosta <GLacosta@pbcgov.org>; Spencer Palmer <SPalmer@pbcgov.org>

Subject: Re: Bridgman Road Funding

Hi Bob:

Thank you very much. That is best for us now.

Send us something when he is ready.

Thank you.

Elizee Michel
561-640-8181

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From: Bob Hamilton A.
Sent: Friday, March 20, 2020 12:36:14 PM
To: Elizee Michel
Cc: Denise Pennell; George Lacosta; Spencer Palmer
Subject: RE: Bridgman Road Funding

Elizee – I spoke with George Lacosta, our Parks Operations Director, and he is ok with adding Bridgeman to our list of contract maintained facilities. We will coordinate with the contractor and provide an annual cost proposal.

Best,
Bob

From: Elizee Michel <EMichel@pbcgov.org>
Sent: Thursday, March 19, 2020 11:18 AM
To: Bob Hamilton A. <RHamilton@pbcgov.org>
Cc: Denise Pennell <DPennell@pbcgov.org>
Subject: Re: Bridgman Road Funding

Hi Bob:

Our intent was to pay for the maintenance if you already have a contractor familiar with the work. We didn't want to procure a contractor every three years to do that if Park and Rec already have contractors that can do the work. We can prepay for the maintenance charges, monthly or even yearly to minimize the paper work.

Please let me know.

Thank you.

Elizee Michel, FRA-RA, AICP, Executive Director
Westgate CRA
1280 N. Congress Ave. Suite 215
West Palm Beach FL 33409
561-640-8181

From: Bob Hamilton A.
Sent: Wednesday, March 18, 2020 4:40:55 PM
To: Elizee Michel
Cc: Denise Pennell
Subject: FW: Bridgman Road Funding

Elizee – Following up on my email from 3/6. We would like to set up an onsite meeting to discuss grounds maintenance once the park is opened to the public. Please let me know your availability the last week in March for an onsite meeting.

BOB

From: Bob Hamilton A.
Sent: Friday, March 6, 2020 1:58 PM
To: Elizee Michel <EMichel@pbcgov.org>
Subject: RE: Bridgman Road Funding

Hi Elizee – Looks like Bridgeman Drive Park should be completed by April and wanted to touch base on ground maintenance. Per the attached email the CRA will assume maintenance of the grounds once the park is completed and opened to the

10/1/2020

RE: Bridgman Road Funding - Elizee Michel

public. Recommend we have an onsite meeting with the CRA's grounds maintenance contractor and Parks staff prior to opening to address any contract and site related issues.

Looking at the last week of March for the site meeting. Does any particular date or time work for you?

Bob

From: Elizee Michel <EMichel@pbcgov.org>
Sent: Tuesday, August 22, 2017 2:29 PM
To: Bob Hamilton A. <RHamilton@pbcgov.org>
Subject: RE: Bridgman Road Funding

Hi Bob:

Yes, the CRA is committed to funding the maintenance costs associated with the Bridgeman Drive Park.

I will take it to the CRA Board for formal approval when the concept is finalized.

Thank you.

Elizée Michel, AICP, Executive Director
Westgate CRA
1280 N Congress Ave. Suite 215
West Palm Beach FL 33409
561-640-8181 (Phone); 561-640-8180 (Fax)
emichel@pbcgov.org
westgatecra.org

From: Bob Hamilton A.
Sent: Tuesday, August 22, 2017 2:15 PM
To: Elizee Michel
Subject: Bridgman Road Funding

Elizee,

Just wanted to touch base on the Bridgman Road Property. Is the Westgate CRA committed to funding the maintenance costs associated with a neighborhood park on the Bridgeman Road parcel? A parcel of this size typically costs up to \$15,000 annually to maintain via an outside contractor.

Best,
Bob

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