



WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
Monday, December 14, 2020 Board Meeting
1280 N. Congress Ave. Suite 215
West Palm Beach FL 33409

NOTE: Agenda Summary (Pages 3 - 5)
Staff Report (Pages 6 - 12)

- I. CALL TO ORDER / ROLL CALL**
- II. AGENDA APPROVAL**
 - 1. Additions, Deletions, Substitutions to Agenda**
 - 2. Adoption of Agenda**
- III. ADOPTION OF W/BH CRA MINUTES (Pages 13 - 17)**
- IV. PUBLIC COMMENTS**
- V. DISCLOSURES**
- VI. CONSENT AGENDA**
- VII. REGULAR AGENDA**
 - 1. Approval of Purchase Agreement for 2634 Westgate Ave. (Pages 18 – 25)**
 - 2. Approval of Purchase Agreement for 3473 Nokomis Ave.**
 - 3. Approval of Work Assignment for Schmidt Nichols to Assist with the Round 2021-01 Unified Land Development Regulations (ULDC) Amendment (Pages 26 - 27)**
 - 4. Approval of Staff Bonus**
 - 5. Approval of 2021 Westgate CRA Board Meeting Calendar (Pages 28)**
- VIII. REPORTS**
 - A. Staff Reports**
 - Correspondence**



B. Attorney's Report

C. Committee Reports and Board Comments

1. Administrative/Finance –
2. Capital Improvements – Chair, Mr. Daniels
3. Land Use –
4. Real Estate – Chair, Mr. Kirby
5. Marketing –
6. Community Affairs –
7. Special Events – Chair, Ms. Ruffy
8. Correspondences (29–30)

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
December 14, 2020

REGULAR AGENDA

1. Approval of Purchase Agreement for 2634 Westgate Ave.

A. Background and Summary: On October 5, 2020, the CRA Board approved a request to extend the Option Agreement negotiated with the Danza Group in 2018 to redevelop the site the CRA owns on Westgate Avenue and Seminole Boulevard. The site currently consists of five parcels. Two more parcels are needed to square it off. 2634 Westgate Ave. lies between the two parcels that face Westgate Ave. The Danza Group is working on a site plan to develop a mixed-use project consisting of 10,000 square feet of commercial space and 36 workforce housing units. When the development rights were awarded to the Danza Group, the CRA agreed to assist the Danza Group with the acquisition of the two other parcels to make the project work.

The owner of 2634 wants to sell the property for \$250,000. Staff has been working with this owner for several years and has negotiated a purchase agreement with the owner to secure the property with a deposit of \$25,000, a closing date before June 1, 2021 and with the possibility to assign the contract if necessary. Danza Group has expressed a willingness to acquire the parcel for the \$250,000 price.

B. Recommendation: Staff recommends that the Board authorizes the Chair to execute a purchase agreement to acquire 2634 Westgate Ave.

2. Approval of Purchase Agreement for 3473 Nokomis Ave.,

A. Background and Summary: On October 5, 2020, the CRA Board approved a request to extend the Option Agreement negotiated with the Danza Group in 2018 to redevelop the site the CRA owns on Westgate Avenue and Seminole Boulevard. The site currently consists of five parcels. Two more parcels are needed to square it off. 3473 Nokomis



Avenue. This property face Nokomis and lies at the southeast corner of the parcels that the CRA owns. The Danza Group is working on a site plan to develop a mixed-use project consisting of 10,000 square feet of commercial space and 36 workforce housing units. When the development rights were awarded to the Danza Group, the CRA agreed to assist the Danza Group with the acquisition of the two other parcels to make the project work.

The owner of 3474 Nokomis Avenue wants to sell the property for \$300,000. Staff has been working with this owner for several years and has negotiated a purchase agreement with the owner to secure the property with a deposit of \$30,000, a closing date before June 1, 2021 and with the possibility to assign the contract if necessary. Danza Group has expressed a willingness to acquire the parcel for the \$300,000 price.

B. Recommendation: Staff recommends that the Board authorizes the Chair to execute a purchase agreement to acquire 3473 Nokomis Avenue.

3. Approval of Work Assignment for Schmidt Nichols to Assist with the Round 2021-01 Unified Land Development Regulations (ULDC) Amendment

A. Background and Summary: The firm will assist the CRA with the next ULDC amendment to modify the Zoning Overlay to address supplementary standards, density bonus, split zoning, parking regulations, sub-area property development regulations and access waivers, and special events and other regulations deemed necessary. The work will include drafting of code language, meetings with County staff and various associated agencies. The work should start in December 2020 and end after final adoption of the code amendments in August 2021. Schmidt Nichols estimates that the cost will be \$25,000 and will be billed on an hourly basis in according with the existing professional continuing services contract.

B. Recommendation: Staff recommends approval of a Work Assignment to engage Schmidt Nichols to assist the CRA with the Round 2021-01 ULDC Amendment.

4. Approval of Staff Bonus

A. A bonus of two-week pay is being recommended for all CRA employees.



B. Recommendation: Staff recommends the Board approve a bonus of two-week pay for all CRA employees.

5. Approval of 2021 Westgate CRA Board Meeting Calendar

A. Background: The 2021 Board Meeting Calendar is submitted for approval. Columbus Day falls on October 13. The October meeting can be moved to October 4. The November meeting stays on the second Monday since it will not interfere with Veteran's Day.

B. Recommendation: Approve the 2021 Board Meeting Calendar as presented or with changes from the Board.

WESTGATE/BELVEDERE HOMES CRA BOARD MEETING

December 14, 2020

Staff Update on In-House Projects

2021-01 ULDC Amendment Round (INITIATED)

The CRA is seeking to make amendments to the WCRAO in the first round of 2021 that are focused on the following: to create a provision in the overlay that would allow split zoning on certain sites where there is a consistent FLU; updates to the supplementary standards table including arcades/galleries; coordination with Parks & Rec Department to amend open space requirements for residential projects in the WCRAO; coordination with Land Development to allow an administrative waiver rather than a subdivision variance for projects along Westgate Avenue requiring access from the rear where currently, access to a commercial use is limited to roadways with an 80 ft. ROW width; provisions for special events at CRA-owned, operated sites such as Oswego Oaks Park and the Westgate Community Farm; and, amendments to the WCRAO 20% commercial bonus increase allowing a rezoning to commercial without a FLUA amendment if the FLU is non-residential.

This round of ULDC amendments is initiated by the Zoning Division at the December 22nd BCC meeting. Staff will work towards a draft of the amendment language to be presented to the CRA Board and the LDRAB in April 2021. Amendments would be adopted by the BCC on August 26, 2021.

2021 Comprehensive Plan Amendments

The Planning Division is initiating amendments to the WCRAO in the Future Land Use and Transportation Elements of the Comp Plan. FLUE amendments will address an outdated policy allowing a 20% commercial bonus increase without amendments to the FLUA, and TE amendments will update policies related to WDRAO Density Bonus Program income categories following the adoption of the 2020-02 amendments to the DBP in the ULDC. Amendments may also include updates to the WCRAO narratives in both elements. Planning will take the lead and anticipates adoption in the spring of 2021.

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

FY 20/21 – Demolition of CRA-owned Blighted Structures (SUBMITTED/NOT AWARDED)

On October 30th, CRA staff submitted an application to the SWA for \$76,145 in grant funding to demolish 4 structures on 3 CRA-owned lots: 1304 Seminole Blvd. 2426 Cherokee Ave (2 structures) and 2423 Westgate Ave. The SWA Governing Board chose instead to allocate all funding to the City of Belle Glade's Old Gove Elementary School Site Portables demolition project.

COVID-19 Small Business Emergency Relief Forgivable Loan Program

The Board approved the Program at their June meeting. The program is advertised on our website as well as Facebook page. Staff completed a direct mail out promoting 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 were approved by the Board at their October 2020 meeting; and 1 application was approved at the November 2020 meeting. The program budget spans two budget years: \$50,000 was allocated to FY 19/20 and \$100,000 is allocated to FY 20/21. The program has budget capacity for five more applications.

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 FY 19/20 and 20/21 budgets has been allocated to the program.

2020-01 and 2020-02 ULDC Amendment Round (IN PROGRESS)

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, and at the October 28th LDRC 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 18/19 – 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 17/18 – 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

FY20 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.

FY19 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 the Governing Board. The Westgate Avenue Complete Streets project was ranked #1 of 6 entries to receive Local Initiatives Program funding. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019 for FY 2019/20. Construction funding will be approved after the design is completed.

FY18 – Phase II Belvedere Heights Streetlights & Sidewalks (DESIGN STARTED)

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 the Governing Board. Phase II of the Belvedere Heights Streetlights and Sidewalks project was ranked #3 of 4. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019. Construction funding will be approved after the design is completed. The CRA needs to execute an MOU and provide upfront funding to the County for design.

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

FY17 – Phase I Belvedere Heights Streetlights & Sidewalks (DESIGN 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 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
1713 Quail (former Opportunity Inc.)	1713 Quail Drive	<ul style="list-style-type: none"> ▪ In Zoning ▪ Repurposing existing building for new medical office use ▪ Rezoning to CG, multiple variances
Museo Vault self-service storage	4200 Westgate Ave	<ul style="list-style-type: none"> ▪ In Zoning ▪ proposing a 4-story, 50,000 sf fine art and antique storage facility
Autumn Ridge LITC mixed use	Congress Ave	<ul style="list-style-type: none"> ▪ In Zoning ▪ 106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG
Okeechobee Steakhouse	Okeechobee Blvd	<ul style="list-style-type: none"> ▪ DONE ▪ Changing catering facility use (Bldg B) to Type II restaurant with outdoor seating
Soapy Shark Car Wash (formerly KFC/Jack's)	2200 Okeechobee Blvd.	<ul style="list-style-type: none"> ▪ In Zoning ▪ DRO Approval & 6 variances required
Townhouse project	Cherokee Ave	<ul style="list-style-type: none"> ▪ Will proceed upon adoption of WCRA amendments to the DBP ▪ 6-7 townhomes on .46 ac – utilizing CRA density bonus units
Duplex development	1115 Osceola	<ul style="list-style-type: none"> ▪ Utilizing 1 WCRA density bonus unit, non-conforming lot
Cottage home project	2611 Saranac	<ul style="list-style-type: none"> ▪ Construction on first 7 units to begin in early 2021 ▪ 1-acre site newly subdivided into 14 25 ft. lots for cottage homes
Congress Avenue - Greene Apartments	1600 N. Congress Ave	<ul style="list-style-type: none"> ▪ 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	<ul style="list-style-type: none"> ▪ On hold ▪ 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	<ul style="list-style-type: none"> ▪ IN CONSTRUCTION!
Dos Hermanos Mixed Use	Westgate & Seminole Blvd	<ul style="list-style-type: none"> ▪ In permitting ▪ Rezoning & variances approved. DRO site plan approval. New architect
Westgate One	Westgate at Nokomis	<ul style="list-style-type: none"> ▪ On hold ▪ 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**

November 23, 2020

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

The November 9 Meeting was cancelled due to Hurricane Eta. It was rescheduled for November 16 and postponed to Monday November 23 because of a lack of a quorum on the 16th. The following minutes are for the November 23rd meeting.

Mr. Daniels, the Board Chair, called the meeting to order at 5:02p.m. The roll was called by Ms. Bui.

Present: Ronald Daniels
Joanne Rufty
Yeraldi Benitez
Ruth Haggerty

Absent: Enol Gilles
Ralph Lewis
Joseph Kirby

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

Others Present: Keith Jackson, PE, Engenuity Group, CRA Engineer (Virtually Via Zoom)

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

- Consent Agenda. was moved to regular agenda as item #2.

2. Adoption of Agenda

- It was moved by Ms. Rufty and seconded by Ms. Haggerty to adopt the Agenda as amended. 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 October 05, 2020 meeting. Motion carried (4-0)

IV. PUBLIC COMMENT

- No public comment

V. DISCLOSURES

- No disclosures

VI. CONSENT AGENDA

- No consent agenda

VII. REGULAR AGENDA

1. Approval of Development Order Abandonment, Official Zoning Map Amendment, Concurrent Type II Variance Requests, and TCEA for 1703 Quail Drive (formerly Opportunity, Inc. Daycare)

The agenda was introduced by Ms. Pennell and presented by Jordan from Schmidt Nichols Landscape Architecture and Urban Planning. The subject site, formerly known as Opportunity, Inc. Daycare, is located at the southwest corner of Quail Drive and Westgate Avenue. The owners of Opportunity Early Childhood Education & Family Center Opportunity Inc., (Erin H. Gilmour Early Learning Center), developed an expanded 226-student daycare facility on the north side of Westgate Avenue; construction was completed in 2019, operations were re-located, and the property listed for sale. The total acreage of the subject site is 1.01 acres and the total square footage of the existing building is 7,900 sf. The site is within the Urban Highway (UH) sub-area of the WCRAO. The site is zoned as RH (Residential High) with a Future Land Use designation (FLU) of HR-18 (High Residential, 18 du's per acre). The site is surrounded by properties supported by an HR-18 FLU designation and zoned RM (Multifamily Residential) to the south (Mallards Landing MF retention lake), east (Midpoint Commerce Center – office/warehouse,) and west (Westgate Plaza MF).

On behalf of the contract purchasers of the property, Palm Medical Holdings, LLC., the applicant is requesting recommendation of approval from the Westgate CRA of a Development Order Abandonment (ABN) which will render obsolete existing entitlements associated with the site, an Official Zoning Map Amendment (Rezoning) from RH to CG to allow a commercial use, and eight (8) Concurrent Type II Variances, necessary to bring

the site into compliance with current code by recognizing legal nonconformities. The request also includes an allocation of additional trips, as well as a return of previously used am and pm peak trips from/to the WCRA TCEA pool. Approval will permit the contract purchaser to repurpose the building for a Medical Office use, permitted by right in CG zoning districts per ULDC Table 4.B.2.A.

Summary of Petition

The applicant requests a recommendation of approval for the project from the Westgate CRA, pursuant to Article 3.B.14.D.1, to include the following:

1. To allow a Development Order Abandonment (ABN) of Res. #ZR-2001-007 which allowed a Class B Conditional Use for a Daycare, General in the RH Zoning District;
2. To allow an Official Zoning Map Amendment from RH Zoning District to CG Zoning District to allow Medical Office, permitted by right in the CG Zoning District, utilizing Art. 3.B.14.D.2.A.2. which allows a rezoning to a commercial zoning district without a FLUA amendment;
3. To allow eight (8) Concurrent Type II Variances to bring the existing development into compliance with current UDLC regulations:
 - i. For a reduction in the required parking from 40 spaces to 26 spaces (Table 6.B.1.B);
 - ii. For a reduction of 39 ft. in the minimum front setback from the required 50 ft. to 11 ft. (Table 3.D.1.A);
 - iii. For a reduction of 35 ft. in the minimum lot depth from the required 200 ft. to 165 ft. (Table 3.D.1.A.);
 - iv. For a reduction of 3 ft. in the minimum required foundation planting along 40% of the façade from 8 ft. to 5 ft. (Table 7.C.3.B);
 - v. For a reduction of 10 ft. (west property line) and 5 ft. (east property line) in the minimum required Type II incompatibility landscape buffer width of 15 ft. (Table 7.C.2.C.);
 - vi. For a reduction of 1 ft. in the minimum setback requirement of 25 ft. from the western property line to 24 ft. (Art. 5.B.1.A.8);
 - vii. For a reduction of 4 ft. in the 8 ft. minimum width required in the terminal landscape island adjacent to the existing dumpster enclosure to 4 ft., and a reduction of 2 ft. in the 8 ft. minimum width required in the terminal landscape island along the project entrance to 6 ft. (Table 7.C.2.C.); and,
 - viii. For a reduction of 3 ft. in the minimum required rear setback of 25 ft. to 22 ft. (WCRAO Table 3.B.14.F.);

4. An increase of 51 trips per day to 247 trips per day, and a reduction of 17 am peak hour trips and 14 pm peak hour trips, from the previously vested development (Daycare, General) to be allocated from and returned to the WCRA Transportation Concurrency Exception Area (TCEA) pool

Staff recommended that the Board approves the applicant's request for recommendation of support for the project from the Westgate CRA.

Board members Haggerty commended the applicants for repurposing an existing building and reused it to provide a needed service in the community.

Mr. Daniels commented on the number of parking spaces.

Josh Nichols, from Schmidt Nichols, expressed a concern that the Zoning Division is asking the applicant to submit a separate variance application for the lot depth because Zoning staff does not think this type of variance can be processed concurrently with the others delaying the project for another month.

It was moved by Ms. Haggerty and seconded by Ms. Ruffy to approve the applicant's request. The motion passed unanimously (4-0)

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

Mr. Michel and Ms. Pennell reported that two applications were reviewed for approval; However, after requesting more information from Star Electrical Contractors, one of the two applications, the owner decided to withdraw the application.

Star Electrical Contractors, Inc. (withdrawn by owner)

It is an electrical company located at 1614 Latham Rd. They are requesting \$10,000 for rent, payroll and utilities. The business has been in the CRA for forty (40) years. Star Electrical Contractors, Inc. employs currently 7 employees and had a loss of an estimated \$110,000.00 due to the COVID-19 pandemic.

Anything Electric Inc.

This business is an electrical contractor located at 1547 N. Florida Mango Rd. They are requesting \$10,000 for assistance with payroll, rent, and inventory. The business has been in the CRA for forty (40) years. Anything Electric, Inc. employs

9 employees and had a loss of an estimated \$150,000.00 due to the COVID-19 pandemic.

Mr. Daniels stated that he didn't think that the Board needed to discuss the application that was withdrawn. Ms. Haggerty agreed.

Staff recommended that the Board approves the application for Anything Electric Inc. since the applicant meets the requirements established by the Board.

It was moved by Ms. Haggerty and seconded by Ms. Benitez to approve a funding allocation not to exceed \$10,000 for Anything Electric. The motion passed unanimously (4-0)

VIII. STAFF REPORTS

Mr. Michel reported to the Board that the Belvedere Heights drainage project plans have been submitted to the County for permitting. Mr. Jackson, from the Engenuity Group, CRA Engineer, confirmed that his firm is addressing comments received from the County regarding the plans. The Water Utility is working on an agreement to combine the CRA's drainage project with their water mains replacement project for construction.

Mr. Michel reported that the County is still working on relocating the Fire Rescue Station to Westgate Avenue on the property the CRA owns at the southwest corner of the Westgate Avenue and Seminole Boulevard. The County's Department of Facilities Development and Operations will bring a proposal to the Board for consideration in the upcoming months.

Mr. Michel reported to the Board that Mi Pais Express construction project is progressing.

IX. AJOURNMENT

It was moved by Ms. Rufty and seconded by Ms. Haggerty to adjourn the meeting. The meeting adjourned at 5:32 p.m.

Mai Bui Administrative Assistant, Westgate CRA

Vacant Land Contract

- 1* **1. Sale and Purchase:** Demitrios Theodossokas and Efrosini Theodossakos, husband and wife ("Seller")
2* and Westgate/Belvedere Homes Community Redevelopment Agency ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: 2634 Westgate Avenue, West Palm Beach, Florida, 33409
6* Legal Description: Lots 7 through 10, inclusive, Block 34, West Gate Estates (Northern Section), according to the Plat recorded in Plat
7 Book 8, Page 38, Public Records of Palm Beach County, Florida.
8
9
10
11* SEC /TWP /RNG of Palm Beach County, Florida. Real Property ID No.: 00-43-43-30-03-034-0070
12* including all improvements existing on the Property and the following additional property: N/A
13*
14* **2. Purchase Price:** (U.S. currency)..... \$ 250,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: Jones Foster P.A.
17* Escrow Agent's Contact Person: Cynthia F. Skwierc, FRP
18* Escrow Agent's Address: 4741 Military Trail, Suite 200, Jupiter, FL 33458
19* Escrow Agent's Phone: 561-650-8241
20* Escrow Agent's Email: cskwierc@jonesfoster.com
21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
22* ☐ accompanies offer
23* ☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
24* after Effective Date \$ 25,000.00
25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
26* ☐ within days (10 days if left blank) after Effective Date
27* ☐ within days (3 days if left blank) after expiration of Feasibility Study Period..... \$
28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$
29* (d) Other: \$
30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds..... \$ 225,000.00
32* ~~(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The~~
33* ~~unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify)~~
34* ~~prorating areas of less than a full unit. The purchase price will be \$ per unit based on a~~
35* ~~calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in~~
36* ~~accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the~~
37* ~~calculation:~~
38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before December 31, 2020, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has
42 signed or initialed and delivered this offer or the final counter-offer.
43* **4. Closing Date:** This transaction will close on or before June 1, 2021 ("Closing Date"), unless specifically
44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but
45 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.
51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-13 Rev 2/20

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18

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and **Broker**.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate, and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 30 days before Closing Date,

(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 45 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**

~~Taxes on deed~~

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Documentary Stamp Tax on Deed, title search, title premium and lien search costs

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

VAC-13 Rev 2/20

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

~~**19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.~~

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

~~**21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.~~

N/A

Seller's Sales Associate/License No.

N/A

Buyer's Sales Associate/License No.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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22

N/A
Seller's Sales Associate Email Address

N/A
Buyer's Sales Associate Email Address

N/A
Seller's Sales Associate Phone Number

N/A
Buyer's Sales Associate Phone Number

N/A
Listing Brokerage

N/A
Buyer's Brokerage

N/A
Listing Brokerage Address

N/A
Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
(Check if applicable):

☐ A. Back-up Contract

☐ B. Other _____

23. Additional Terms: _____

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing. *Westgate/Belvedere Homes Community Redevelopment Agency*

Buyer: _____ Date: _____

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: *1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409*

Phone: *561-640-8181* Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: *Demitrios Theodossakos*

Seller: _____ Date: _____

Print name: *Efrosini Theodossakos*

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

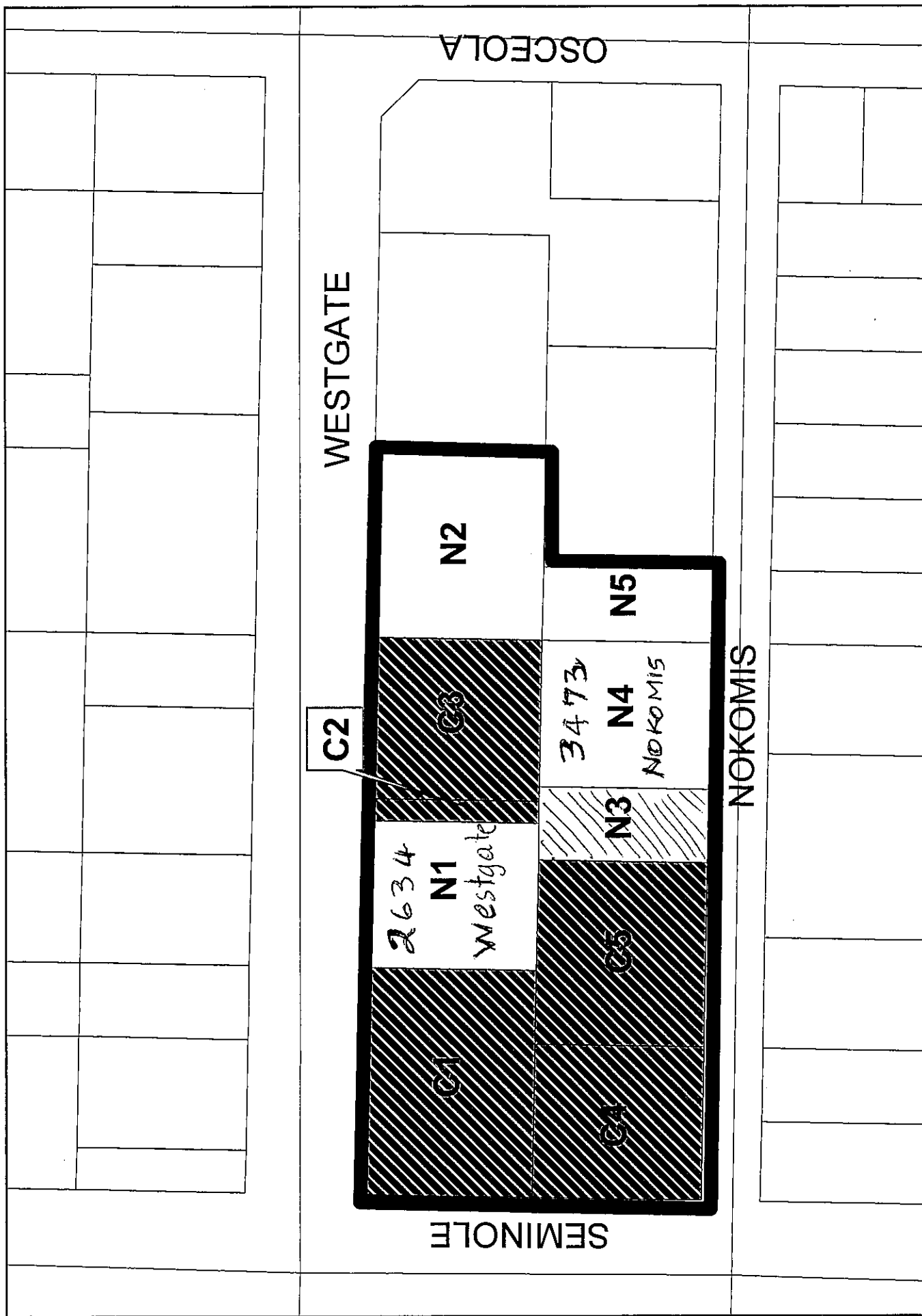
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21



383 **Seller's** address for purpose of notice:

384* Address: **6410 Brevard Avenue, West Palm Beach, FL 33405**

385* Phone: _____ Fax: _____ Email: _____

386* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
387 **final offer or counter-offer.)**

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74



Professional Services Agreement - Continuing Services Contract

Date: December 8, 2020

Name of Project: Westgate CRA – Unified Land Development Regulations (ULDC) Amendments (Round 2021-01)

Client Name: Mr. Elizee Michel, Executive Director, Westgate/Belvedere Homes CRA
Mrs. Denise Penell, Senior Planner, Westgate/Belvedere Homes CRA

Client Address: 1280 N Congress Ave. Suite 215
West Palm Beach, FL 33409

Phone Number: (561) 640-8181

Email: emichel@pbcgov.org
dpennell@pbcgov.org

Type of Project: Assist WCRA staff with proposed amendments to the WCRAO portion of the ULDC.

Brief Description: Westgate CRA has requested our services to assist with their efforts to incorporate proposed ULDC amendments into the WCRA Overlay to address Supplementary Standards, Density Bonus, Split Zoning, Parking Regulations, Sub-area PDR, and Access Waivers, and Special Events to name a few. Also ensure that Code related Comprehensive Plan Policies are concurrently addressed. This will include drafting of Code language, meetings with County staff and various associated agencies. Represent the amendments through the LDRAB and BCC. The scope of work will be accomplished over a period of time commencing in December 2020 with final adoption of the Code Amendments in August 2021.

Task 1: Prepare for and attend reoccurring meetings with WCRA staff as well as coordination with other County agencies as proposed Code language is developed. This task will include round table discussions and brainstorming sessions with the WCRA to develop the code language and prepare justification and formatting of the proposed Code amendments for submittal to County Zoning. Attend workshops as necessary with WCRA Board and interested parties. The amendments to be reviewed and modified are those found in the letter issued to PBC Zoning Director, dated December 2, 2020.

\$ 15,000.00

Task 2: Conduct research regarding the ULDC as it relates to the amended sections of the Overlay as well as cross referencing other section of the Code to ensure compliance/compatibility.

\$4,000.00

Task 3: Public representation at the following Boards/Committees/Commissions

\$6,000.00

Hearing Type:

Westgate CRA Board (2 hearings)

LDRAB / LDRRC (2 hearings)

Board of County Commissioners 1st Reading

Board of County Commissioners Adoption

Tentative Date:

03/08/21 & 04/12/21

04/28/21 & 05/26/21

07/22/21

08/26/21

Fee Estimate: The tasks referenced above will be billed on an hourly basis (not to exceed \$25,000.00) based on the previously contractually agreed upon fee structure below plus reimbursable

26

expenses. Fees required to address building permit review comments will be billed on an hourly basis as detailed below.

Hourly Rates:	Principal	\$135.00	Planner	\$115.00
	Landscape Arch	\$ 75.00	Drafting	\$65.00
	Clerical	\$45.00		

Reimbursable: Photography/ Reproduction/ Printing/Mileage/Color Graphics

Payment: Payment for all services rendered is required within thirty (30) days of receipt of billing statement. If the project described in this contract is for any reason terminated or delayed beyond a reasonable time. Schmidt Nichols reserves the right to bill and be paid for that portion of the documents and services that have been completed.

Acceptance:

If the terms of this additional work agreement are acceptable, please have an authorized representative of the client sign one (1) copy and return it to our attention as our authorization to proceed with the tasks detailed above.

Accepted by: _____
Jon E. Schmidt, President

Accepted by: _____

Date: _____

Date: _____



WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY 2021 MONTHLY BOARD MEETING DATES

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

JANUARY 11, 2021

FEBRUARY 08, 2021

MARCH 08, 2021

APRIL 12, 2021

MAY 10, 2021

JUNE 14, 2021

JULY 12, 2021

AUGUST 09, 2021

SEPTEMBER 13, 2021

OCTOBER 04, 2021*

NOVEMBER 08, 2021

DECEMBER 13, 2021

G:\Westgate CRA\CRA Board Yearly Meeting Schedule\2018Board Meeting Schedule



December 2, 2020

Mr. Jon P. MacGillis, Director, Zoning Division
Palm Beach County Planning, Zoning & Building Department
2300 N. Jog Road, 2nd Floor
West Palm Beach, FL 33411

RE: ULDC Amendment Round 2021-01
(additional requests: WCRAO #6 & ULDC #2)

Dear Jon,

The Westgate/Belvedere Homes Community Redevelopment Agency respectfully requests consideration of the items below to be incorporated into the 2021-01 Round of ULDC Amendments. Please accept this memo as a placeholder for these amendments in the upcoming round. CRA staff is working to develop code language and justification for the requested amendments.

WCRAO

1. Amend Art. 3.B.14.D.2.a. Official Zoning Map Amendments (possible cross-referencing amendments to Table 3.A.3.B. FLU and Corresponding ZD) to include a WCRAO provision that allows for split zoning districts on sites with a consistent underlying FLU, since WCRAO Sub-area PDRs are controlling and mixed use is permitted.
2. Amend Table 3.B.14.G. – WCRAO Supplementary Standards by Sub-area, including the requirement for Arcades and Galleries on Westgate Avenue in the NC Sub-area, and, provisions for Min./Max. Balcony Depth and Balcony Length in the UG, UH, and UI Sub-areas.
3. Amend Art. 3.B.14.H.1.a.3), Density Bonus Programs – WCRA Recommendation criteria requiring a minimum percentage of outdoor open space, as it may be in conflict with Art. 5.D.2.B. Community and Neighborhood Park Recreational requirements for recreational areas in residential developments (this would be a follow up amendment to the proposed WCRAO Density Bonus Program language to be adopted in the 20-02 Round). Further, in coordination with the Parks & Recreation Department, to revise/update Art. 5.D.2.B. provisions for open space in the WCRAO as an infill redevelopment area where residential projects are typically under 10 units, including cash out options and minimum open space area dimensions.
4. Amend Art. 3.B.14.I. Parking and Streets to allow minor deviations in parking ratios for standalone commercial projects in certain sub-areas, particularly on developed sites that are repurposed for a new use.



As always, the CRA appreciates the opportunity to collaborate with Zoning Division to identify and remove certain obstacles within the WCRAO to further incentivize the revitalization of the area as outlined in the CRA's Community Redevelopment Plan.

We are available to meet with you and your staff at your earliest convenience to further discuss these items. Please feel free to contact me at (561) 640-8181x105 should you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Pennell".

Denise Pennell, FRA-RA

Senior Planner/Project Manager, Westgate CRA

cc *Wendy Hernandez, Deputy Director, Zoning Division*
 Jeffrey W. Gagnon, AICP, Principal Site Planner, Code Revision
 Elizée Michel, AICP, Executive Director, Westgate CRA

| 2

30