



WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
Monday, January 11, 2021 Board Meeting
1280 N. Congress Ave. Suite 215
West Palm Beach FL 33409

NOTE: Agenda Summary (Pages 3-6)
Staff Report (Pages 7-13)

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 14-19)

IV. PUBLIC COMMENTS

V. DISCLOSURES

VI. CONSENT AGENDA

- 1. Approval of COVID-19 Small Business Emergency Relief Forgivable Loan Program Application for Corcyd LLC, DBA Tint World (Pages 20-31)**

VII. REGULAR AGENDA

- 1. Approval of Inter Local Agreement with Palm Beach County for the Construction of the Belvedere Heights Drainage Project (Pages 32-40)**
- 2. Approval of Inter Local Agreement with Palm Beach County for the development and Construction of the Belvedere Heights Streetlights and Sidewalks Project (Pages 41-51)**

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**

IX. ADJOURNMENT

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

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

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



AGENDA ITEMS
Westgate/Belvedere Homes CRA Board Meeting
January 11, 2021

CONSENT AGENDA

1. Approval of COVID-19 Small Business Emergency Relief Forgivable Loan Program Application for Corcyd LLC, DBA Tint World

A. Background and Summary: The COVID-19 Grant was created on June 2020 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 by 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 a business in the form of a forgivable loan for eligible expenses, 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. The Board had approved five applications in Fiscal Year 2020 and six more in Fiscal Year 2021. A new one is being submitted for consideration. Corcyd LLC., also known as, Tint World is an automotive service business located at 2820 Okeechobee Blvd. They are requesting \$10,000 for rent, utilities and payroll assistance. The business has been in the CRA for 9 years. Corcyd LLC (Tint World) employs 6 people and had a fiscal loss of \$93,000.00 due to the COVID-19 pandemic. The application has been reviewed and found to have met all the grant requirements for approval.

B. Recommendation: Staff recommends approval of the Corcyd LLC application for the \$10,000 COVID-19 Small Business Emergency Relief Forgivable Loan Program



REGULAR AGENDA

1. Approval of Inter Local Agreement with Palm Beach County for the Construction of the Belvedere Heights Drainage Project

A. Background and Summary: The County is in the process of constructing a project within the Belvedere Heights residential community to install water mains facilities in the area. To save time and money and to reduce interruption of traffic in the area, the County is willing to add the CRA led drainage project to their water main project to construct both projects at the same time.

The County shall be responsible for the bidding, contracting and supervision of the selected contractor for the completion of Phase 1 of the project. The CRA shall be responsible for the cost of all services related to the drainage, storm water management and swales improvement according the cost estimate provided in the agreement. The County will invoice the CRA during construction after each pay application submitted by the contractor. The CRA will have 7 days to review the pay applications and 30 days to pay the County.

The same Agreement can be used for Phase 2 if both parties agree to execute a Memorandum of Understanding where the CRA agrees to pay for its share of the Phase 2 of the Project.

The construction cost of the drainage portion for Phase 1 is currently estimated at \$1,187,667.00 for the base bid and a total of \$1,856,052.41 if the alternate is included.

Phase 1 includes the following streets: Upland Road, Ardmore Road, Kenwood Road, Whitney Road, and Worthington Road.

B. Recommendation: Staff recommends that the Board authorizes the Chair to execute the agreement with the County for the construction of Phase 1 of the Belvedere Heights Drainage Project.

2. Approval of Inter Local Agreement with Palm Beach County for the development and Construction of the Belvedere Heights Streetlights and Sidewalks Project

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A. Background and Summary: The CRA has received a grant to install sidewalks and streetlights in the Belvedere Heights neighborhood. The grant is provided by the Florida Department of Transportation (FDOT) through the Palm Beach County Transportation Planning Agency. FDOT requires that the grant be administered by Palm Beach County which is the appropriate Local Agency Program (LAP) certified to implement FDOT projects.

The County has executed an Agreement with FDOT to implement the project.

The County reserves the right to modify the project for future improvement before the expiration of useful life of the project. In such case, the County expects the CRA to support reconfiguration and relocation of the project from the County's right-of-way; and reimburse the County if the County is required to repay or return any funds expended for the project.

The County agrees to design and construct streetlights, sidewalks and sodding on Upland Road, Kenwood Road, Whitney Road, and Worthington Road per the approved design section in the grant application.

The County agrees to enter into a LAP Agreement with FDOT. The County agrees to hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

The County will prepare bid documents and contract for construction of the Project, including overseeing the bidding process, and contract finalization. The County will hire Construction Engineering and Inspection (CEI) or use in-house staff to administer contract for construction of the Project as required by LAP. This includes engineering coordination.

The CRA is responsible to forward all grant requirements and conditions received from FDOT to the County, forward all background information received for the project to the County, provide specific guidance and information regarding the project scope, perform all public coordination and address all public information request regarding the project.

The CRA is responsible to provide funding for the project before a contractor is selected. The CRA shall be responsible to pay for all costs associated with the projects.

The CRA will also be responsible to maintain the project after it is completed.



B. Recommendation: Staff recommends that the Board authorizes the Board Chair to execute the Agreement with the County for the completion of the Belvedere Heights streetlights and sidewalks project.

**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.

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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 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**

December 14, 2020

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

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

Present: Joanne Rufty
Joseph Kirby
Ralph Lewis
Yeraldi Benitez
Ruth Haggerty

Absent: Ronald Daniels
Enol Gilles

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

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

- Item #4 was deleted. The Agenda was rearranged. A new item, Relocation of Fire Station #24 Presentation was added as Item #5.

2. Adoption of Agenda

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

III. ADOPTION OF W/BH CRA MINUTES

- It was moved by Ms. Haggerty and seconded by Mr. Kirby to adopt the minutes of the November 23, 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 Purchase Agreement for 2634 Westgate Ave.

The agenda was presented by Mr. Michel. 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.

Staff recommended that the Board authorizes the Chair to execute a purchase agreement to acquire 2634 Westgate Ave.

Mr. Lewis asked about the size of the lot.

Ms. Haggerty suggested it would be a good idea to request a letter from the Danza Group confirming that they will buy the lot if the CRA is willing to assign it to them.

Ms. Rufty reminded everyone that the Board had discussed this property before and thought it was a donut hole that needed to be filled.

Mr. Kirby added that if the property is zoned commercial, the asking price is not out the price range for similar commercial properties in the area.

It was moved by Ms. Haggerty and seconded by Mr. Kirby to execute the purchase agreement for 2634 Westgate Ave. The motion passed unanimously (5-0)

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

The agenda was presented by Mr. Michel. 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.

Staff recommended that the Board approves the Chair to execute a purchase agreement to acquire 3473 Nokomis Avenue.

Mr. Lewis asked why isn't the Danza Group buying the property directly instead of the CRA spending money for the contract and assigning it later the Group.

Mr. Michel explained that the proposed process gives the CRA more leverage in ensuring that the right project is built in the area. They have been other cases where the developer had attempted to buy properties and not been able to close for one reason or another. It is typical in this business for CRAs to assemble the properties and make them available to developers to facilitate the redevelopment process.

Ms. Haggerty added that land assembly has been the process the CRA has used in the past.

Ms. Ruffy believed it is a good process since it allows the CRA put in place measures to take the lot back if the developer is not able to complete the project.

It was moved by Ms. Haggerty and seconded by Ms. Benitez to execute a purchase agreement to acquire 3473 Nokomis Ave. The motion passed unanimously (5-0)

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

The agenda was introduced by Ms. Pennell. She reminded the Board that Schmidt Nichols is one the three planning firms the CRA has a continuing contract with since 2019. 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 deviation regulations, sub-area property development regulations and access waivers, and special events and other regulations deemed necessary. Currently, the ULDC has regulations for larger events like fairs. They don't have regulations for the activities we are looking to have at the Oswego Oaks and the Community Garden/Green Market places. 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.

Staff recommended that the Board approves of a Work Assignment to engage Schmidt Nichols to assist the CRA with the Round 2021-01 ULDC Amendment.

Ms. Haggerty asked if it was a not-to-exceed price. Mr. Baird answered yes.

Ms. Haggerty also asked if any COVI-19 protocol will be included in the special event regulations. If such languages are included, it needs to consider the fact that the virus may not last as long as the code. Ms. Pennell stated that they can discuss that idea with the County. She also informed the Board that once the language is developed, staff will bring it to a Board meeting for consideration.

It was moved by Ms. Haggerty and seconded by Ms. Benitez to approve a Work Assignment to engage Schmidt Nichols to assist the CRA. The motion passed unanimously (5-0)

4. Approval of 2021 Westgate CRA Board Meeting Calendar

The agenda was introduced by Mr. Michel. 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.

Staff recommended that the Board approve the 2021 Board Meeting Calendar as presented or with changes from the Board.

It was moved by Mr. Kirby and seconded by Ms. Haggerty to approve the 2021 Board Meeting Calendar as presented motion passed unanimously (5-0)

5. Fire Station #24 Presentation

The presentation was made by Purvi Bhogaita, the Director of the Property and Real Estate Management Division of Palm Beach County. She introduced Ms. Isami Ayala-Collazo, Director of the Facilities Development, Mr. Reginald K. Duren, the Fire Rescue Administrator, and Mr. P. Kennedy, Fire Rescue staff.

The purpose of the presentation is to share with the CRA Board the County's proposal to relocate Fire Station #24 to CRA owned land on Westgate Avenue.

The Fire Rescue Station #24 is currently located on Seminole Boulevard and provide services to the residents of the Westgate CRA. There is a need for a newer more modern station. The FS was built in the 1960s. The delivery of Fire Rescue services has gone through significant changes since then. There are newer designs standards to accommodate today's equipment, safety regulations, and a growing and diverse staff. In 2007, the County acquired property from Mr. Pitts diagonally across the existing FS to build a new FS, however, the location is not ideal since the Fire Rescue trucks will have to go over multiple speed bumps and street intersections in order to provide services to the residents. This will have a significant impact to Fire Rescue response time to emergencies within the CRA neighborhood. The County has identified a property the CRA owned on Westgate and Seminole as a potential site to build the new Fire Station. The site is approximately 1.3 acre. The County has been working with CRA staff and had developed the following terms: the CRA will donate property located at the southwest corner of Westgate Avenue and Seminole Boulevard to the County. Prior to presenting the donation to Palm Beach County and CRA Boards for approval. The fair market value of the property is estimated at \$600,000, but the County will obtain a formal appraisal prior to the County and CRA approval of the donation. The Property will be conveyed subject to a deed restriction limiting use to development and operation of Fire Station. The design will include approximately 500 square feet of office space for the PBSO community policing officers; however, there will be no public use space within the Station. The County will coordinate with Westgate CRA staff in the design of the facility. A conceptual site plan with input and comments from CRA staff was presented to the Board. A more detailed site plan will be prepared as County staff move forward with the project. The concept site plan places the Fire Station closer to Westgate Avenue with parking and drainage to the rear. Ms. Bhogaita, also shares some existing Fire Rescue that the County has constructed recently that have an esthetically pleasing design and complement the neighborhood where they are located. Fire Rescue #56 in Boca Raton built in 2009; Fire Station #14 in

Jupiter Farms constructed in 2019, Fire Rescue # 22 built in 2020 located on Seminole Pratt Whitney Road.

Ms. Bhogaita ended her presentation by enumerating The benefits of relocating the FS #24 to Westgate Avenue. It will improve response times, encourage economic activity, provides space for the PBSO community officers, and coordinate design aimed towards the alignment with the CRA's vision for the main corridor.

Ms. Haggerty asked about the size of the lot for the Fire Station in Boca. Ms. Bhogaita responded that it is 1.86 acre. The CRA owned property is approximately 1.3 acre, but Ms. Bhogaita believes that the County can make it work.

Ms. Haggerty also asked about the lot and property that Fire Rescue currently owned in the area. Ms. Bhogaita explained that the existing building will stay in Fire Rescue possession for their use, the vacant lot will be offered to the Park Department for future expansion of the neighborhood park.

Ms. Ruffy will asked when will they start with construction. Ms. Ayala responded that it is a priority for the Fire Rescue. It depends on when we can finalize agreement on the transfer of the land.

The Fire Rescue Administrator, Mr. Reginald K. Duren also addressed the Board and thank them for being receptive to the project.

Mr. Lewis added that this will be a good addition to the Westgate Avenue corridor.

The Board was very receptive and supportive of the proposal. Mr. Baird suggested that the County and staff work on a transfer agreement and bring it back to the Board for approval.

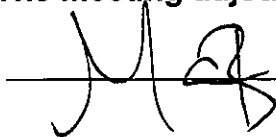
VIII. STAFF REPORTS

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 to the Board that 5k Rooney Run will be held Saturday, December 19,2020.

IX. AJOURNMENT

It was moved by Ms. Haggerty and seconded by Mr. Kirby to adjourn the meeting. The meeting adjourned at 5:51 p.m.



Mai Bui

Administrative Assistant, Westgate CRA

12/30/20
dep



**WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT AGENCY**

**COVID-19
SMALL BUSINESS EMERGENCY RELIEF
FORGIVABLE LOAN PROGRAM**

(EFFECTIVE JUNE 9, 2020)

Westgate CRA
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
(561) 640-8181
www.westgatecra.org

PROGRAM DESCRIPTION AND RULES

The **COVID-19 Small Business Emergency Relief Forgivable Loan Program** ("Program") is created to provide direct financial emergency relief to small businesses within the Westgate community redevelopment area. The Westgate/Belvedere Homes Community Redevelopment Agency ("Westgate CRA or CRA") recognizes that small businesses are being forced to make unprecedented decisions amid the COVID-19 pandemic. Efforts to mitigate the spread of the novel coronavirus by local and state governments has resulted in business closures, reductions in services, disruptions in inventory supply chains, impacts to cash flow, and payroll deficits. The Program is intended 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 by the CRA, and to prevent the creation of further slum and urban blight, pursuant to the goals and objectives of the Westgate CRA Community Redevelopment Plan.

Through the Program, the Westgate CRA will provide businesses with 25 or fewer employees up to \$10,000 in an interest free loan. If the business can demonstrate compliance with the Program and that the loan was used towards rent, payroll support, inventory purchases, utility expenses, upgrades to technology to facilitate remote working, and/or expenses associated with the reconfiguration of interior spaces to accommodate 6' physical separation within 1 year of the loan date, the loan will be forgiven, and the business will not be required to repay the loan. Loans will be awarded on a first-come, first-served basis. Loan recipients will be required to sign a promissory note to ensure compliance with the Program, loan terms, and conditions. The Westgate CRA has sole discretion to determine compliance with the Program, loan terms, and conditions sufficient to allow forgiveness of the loan.

The Westgate CRA is a public agency, governed by the Florida Public Records Law under Chapter 119, Florida Statutes. The CRA may produce any documents provided by loan applicants upon receipt of a public records request, subject to any exemptions provided by Florida law. If the loan applicant believes that any information is proprietary and exempt from public records such as a trade secret, the loan applicant should indicate such in the application.


PROGRAM FUNDING

The Westgate CRA COVID-19 Small Business Forgivable Loan Program offers 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 will be funded with Tax Increment Financing in accordance with the CRA's Redevelopment Plan. A total amount of **\$150,000** is considered for the Program.

PROGRAM ELIGIBILITY

Loan applicants must meet **all** of the following requirements in order to be considered eligible to receive Program loan funding:

- Must be located within the Westgate CRA redevelopment area (see attached boundary map);
- 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;

Initials: 

- 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;
- Must provide proof that the business is properly entitled and licensed by all necessary levels of government;
- Businesses must have an executed one (1) 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. (Note: 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(s) has(have) more than one Principal/Owner).

The following businesses are automatically considered ineligible for assistance under the Program:


- 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.

The following types of businesses are eligible to receive funding under the Program 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.

Initials: 

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.


However, if the loan applicant provides evidence acceptable to the CRA of an amount equivalent to the loan, or any part thereof, that has been paid by the loan applicant to employees in the form of payroll, or to inventory suppliers, utility providers, receipt of purchase of technology or equipment to facilitate remote working, and/or invoices for expenses associated with the reconfiguration of interior spaces to accommodate 6' physical separation, then that amount may be forgiven, in which case the loan applicant would not be required to repay such amount to the CRA. Loan funds may be used towards total payroll expenses including wages and benefits, but may not be used towards employee bonuses. Evidence to support loan and promissory note forgiveness includes but is not limited to 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 social security numbers, etc. No cash payments will be accepted as evidence in support of a request for loan forgiveness. Loan applicants may request loan forgiveness at any time between the CRA loan check date and the loan repayment date by submitting a request and the required evidence to the Westgate CRA. All evidence must be submitted to the Westgate CRA one (1) month prior to the loan repayment date electronically to Denise Pennell at dpennell@pbcgov.org or by mailing a hard copy to Westgate CRA, 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409, attention to Denise Pennell, Senior Planner/Project Manager. The Westgate CRA Board will review the evidence and determine whether the loan is eligible to be forgiven.

The Westgate CRA Board has sole discretion to determine what evidence is acceptable, to ask for more information, or different evidence to support any loan application or any request for loan forgiveness. Westgate CRA staff will notify the loan applicant on the determination as to whether the loan is deemed forgiven within 30 days of receipt of the evidence supporting the request for forgiveness. The loan may be prepaid, in whole or in part, without penalty, at any time prior to the date on which repayment is due.

All loan checks from the Westgate CRA to the successful loan applicant will be made out to the applicant business entity.

APPLICATION PROCESS

Applications can be downloaded from the Westgate CRA website at westgatecra.org or may be obtained by email. All loan applicants are strongly encouraged to speak with CRA staff in order to determine eligibility before submitting an application. Please contact Denise Pennell at dpennell@pbcgov.org for assistance. Applications will not be considered until all required documentation is submitted to the Westgate CRA office by sending the application electronically or by dropping off a hard copy to 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409, between the hours of 9:00 A.M. – 2:00 P.M. with attention to Elizée Michel, Executive Director. **Loan applicants are STRONGLY encouraged to submit applications electronically.** Applications will be considered by the Westgate CRA Board at their regularly scheduled monthly Board meeting on the 2nd Monday of each month. Completed applications must be submitted no later than two (2) weeks before the monthly CRA Board meeting to be considered within that month.

Initials: 

Application to this Program is not a guarantee of funding. Approval for funding is at the sole discretion of the Westgate CRA Board, and subject to availability of funds from the CRA's annual budget. Loan applicants will be notified of loan approval in writing by email.

Loan funding must be used for payment of rent, utility bills, employee payroll (excluding bonuses), upgrades to technology to facilitate remote working, and/or expenses associated with the reconfiguration of interior spaces to accommodate 6' physical separation.

Applications will be considered on a first-come, first-served basis. Applications are not considered fully submitted until all supporting documents have been received. If the loan amount requested, or part thereof, includes expenses associated with the reconfiguration of interior spaces to accommodate 6' physical separation, the Westgate CRA reserves the right to visit the business location during the loan vetting period.

Application packets must include (please check):

- ☒ 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 (attached).
- ☒ Other proof as necessary to evidence compliance with Funding Eligibility.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF APPROVAL.

It is the responsibility of the loan applicant to READ AND UNDERSTAND all Program rules, eligibility, loan terms and conditions, and this application.

NOTICE TO THIRD PARTIES: The loan application and loan do not create any rights for third parties. Nor shall issuance of a loan result in any obligation on the part of the Westgate CRA to any third party. The Westgate CRA is not required to verify that entities that have contracted with the loan applicant have been paid in full, or that such entities have paid any vendors or subcontractors in full.

Initials: CE

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): Corcyd LLC dba Tint World

Loan Applicant Name: Cory O. Lopez Title: President

Business Address: 2820 Okeechobee Blvd
West Palm Beach, FL 33409

EIN#: 45-3081130

Business Phone: 561-629-7648 Cell: 305-785-1071

Email: COLOPEZ07@gmail.com

Website: www.tintworld.com

Type of Business: Automotive Services Hours of operation: Mon-Sat 8am-6pm
Sunday 10am-5pm

Please list expenses seeking loan funding for:

Rent \$5,327.20 / month

Comcast 217.00 / month

PBC Water 32.00 / month

FPL 225.00 / month

Payroll 21,034.00 / month

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:

\$93,000 fiscal loss

Number of full-time W-2 employees: Currently 6 Prior to March 15, 2020 5

Initials: CL

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: 9 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: \$ 64,537 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? 20.31%

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: N/A

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

If so, monthly base rent: \$ 5,327.20

Name of landlord/property management group: Nemec & Hamilton LLC

Address of landlord/property management group: 800 N. Flagler Dr

West Palm Beach, FL 33401

Business Phone: 561-655-3113 Cell: 561-802-3683

Email: hamrealty@aol.com

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

If so, program name: _____ Amount received: _____

Initials: EH

PRINCIPAL/OWNER INFORMATION:

1. Principal/Owner Name: Cary O. Lopez
Date of Birth: 3-1-1960 Email: C.Olopez07@gmail.com
Residential Address: 11840 S Baypoint Cir Parkland, FL 33076
Cell Phone: 305-785-1071

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.

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: 2

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:

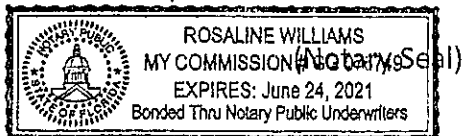
1. Principal/Owner Signature: Cary O. Lopez Date: 12-28-2020
Printed Name: Cary O. Lopez Title: President
Witness Signature: Rosaline Williams Date: 12/28/20
Printed Name: Rosaline Williams

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 December, 2020 by Cary O. Lopez (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 _____

Type of Identification Produced: _____

Initials: CL

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] 1-11-2022 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): Coscyd LLC dba Tint World

Authorized Signature: Cary O. Lynn

Title: President

Date: 12-28-2020

Initials: EL

PERSONAL GUARANTY

PROMISSORY NOTE BETWEEN

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

AND

Corcyd LLC

IN CONSIDERATION of the Westgate/Belvedere Homes Community Redevelopment Agency (the "Lender") loaning Corcyd LLC ("Borrower") memorialized by a Promissory Note dated December 28, 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: [Signature]

Printed Name: Rosaline Williams

Date: 12/28/20

GUARANTOR(S):

Principal/Owner Signature: [Signature]

Printed Name: Cary O. Lopez

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 28 day of December, 2020 by Cary O. Lopez (name of person acknowledging) by an officer duly authorized by law to administer oaths and take acknowledgements.



Signature of State of Florida Notary Public [Signature]

Personally Known [check]

or Produced Identification _____

Type of Identification Produced: _____

Initials: [Signature]

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE
WESTGATE COMMUNITY REDEVELOPMENT AGENCY REGARDING UTILITY
CONSTRUCTION**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **WESTGATE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic organized created under the provisions of Chapter 163, Florida Statutes (hereinafter "CRA").

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County is in the process of constructing a project within the Belvedere Heights residential community located within the CRA in which the County's contractor will install water mains and drainage facilities ("Project"); and

WHEREAS, the Project will consist of two phases, with Phase 1 consisting of the installation of approximately 5,500 linear feet of water main and 2,800 linear feet of drainage facilities; and

WHEREAS, the parties wish to coordinate on the Project, with the County being responsible for the costs of the installation of the water main, and the CRA being responsible for the installation of the drainage facilities; and

WHEREAS, coordination on the Project will provide monetary savings, as well as reduce interruption to vehicular and pedestrian traffic, thereby providing benefits to both the CRA and the County.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and CRA hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Term/Effective Date. This Agreement shall become effective upon approval by both parties and continue until the completion of all obligations set forth herein. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners (the "Effective Date").
3. Phase 1. The County shall be responsible for the bidding, contracting, and supervision of the selected contractor for the completion of Phase 1 of the Project. Attached hereto and incorporated herein as **Exhibit "A"** is a cost estimate of Phase 1. CRA shall be responsible for the costs of all services designated as the responsibility of the CRA in **Exhibit A**. The CRA shall make

payments to the County in accordance with Section 5 below. Should changing conditions increase the CRA's share of the costs, County shall provide notice of the increase to the CRA, and, should the CRA wish to continue the construction, the County Authorized Designee and the CRA Authorized Designee shall execute a letter amendment to this Agreement modifying **Exhibit "A"** hereto.

4. Phase 2. It is the intention of the parties that, following the completion of Phase 1 of the Project, additional water main and drainage facilities will be installed by the County's contractor within the CRA ("Phase 2".) However, the exact scope and costs of Phase 2 are unknown as of the Effective Date of this Agreement. Therefore, the parties agree to incorporate Phase 2 of the Project into this Agreement in the following manner: Following the selection of a contractor, County and CRA shall prepare a cost estimate with respect to the CRA's expected contribution towards Phase 2 of the project based upon all available data at the time and the County Authorized Designee and the CRA Authorized Designee shall then execute a memorandum, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**, in order to confirm that the CRA agrees to provide the funds for its share of Phase 2 of the Project. Should changing conditions increase the CRA's share of the costs, County shall provide notice of the increase to the CRA, and, should the CRA wish to continue the construction, the County Authorized Designee and the CRA Authorized Designee shall execute a letter amendment to this Agreement modifying **Exhibit "A"** hereto.

5. Payment. During construction of the Project, County shall invoice the CRA based on approved pay applications submitted to the County for which the CRA shall not unreasonably refuse to pay. CRA will, within seven (7) days after receipt of each invoice, either by non-response indicate agreement to pay County or return the invoice to County indicating in writing CRA's reasons for refusing to make payment due. Where accepted, said payment shall be made by CRA within thirty (30) days of receipt of invoice from the County. Following completion of each phase of the Project, and after "As-built" quantities are established, the County and CRA shall agree as to the final cost of each phase of the Project. County shall provide CRA with a final invoice. CRA will, within seven (7) days after receipt of final invoice, either indicate in writing agreement to pay County or return the invoice to County indicating in writing CRA's reasons for refusing to make payment, for which the CRA shall not unreasonably withhold. Where accepted, said payment shall be made by CRA within (30) days of receipt of invoice from the County. If it is determined that the CRA overpaid for their portion of the Project, a refund request shall be submitted in writing to County within (25) days of final invoice. Following payment by the CRA, a bill of sale in an agreed-upon form shall be provided to the CRA from the County and the County's contractor.

6. Authorized Designees. The County Authorized Designee shall be the County Administrator or their designee. The CRA Authorized Designee shall be CRA Executive Director. Both parties covenant and agree that their respective Authorized Designee is authorized to take the actions set forth herein and that such actions shall have the same force and effect as if approved and executed by the governing bodies of the County and the CRA.

7. Termination: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as

provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

8. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and CRA shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

9. Indemnification County and CRA acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and CRA agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

10. Force Majeure In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither party shall be liable for such non-performance.

11. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

12. Successors and Assigns County and CRA each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants

of this Agreement. Neither County nor CRA shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

13. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have to any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

14. Severability If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

15. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to CRA, shall be mailed or delivered to CRA at:

Westgate CRA
1280 N. Congress Ave. Suite 215
West Palm Beach, FL 33409
Attn: Elizee Michel, AICP, Executive Director

And if to County, shall be mailed or delivered to:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

with a copy not to constitute notice to:

County Attorney
301 North Olive Ave.
Suite 601
West Palm Beach, FL 33401

16. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

17. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

18. Entirety of Agreement. County and CRA agree that this Agreement and any Exhibits

hereto set forth the entire agreement between the parties, and that there are not promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

19. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

20. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the CRA.

21. Non-discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CRA represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

22. E-Verify - Employment Eligibility. CRA warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CRA shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Authority's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this Agreement if it has a good faith belief that CRA has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and CRA have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

**Joseph Abruzzo, Clerk of the Circuit
Court & Comptroller**

**PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS**

By: _____
Clerk

By: _____
Dave Kerner, Mayor

(SEAL)

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Director of Water Utilities

[ADD CRA FULL SIGNATURE BLOCK]

Centerline, Inc.
2160 SW Ponce Drive • Palm City, FL 32909 • Phone (261) 668-3917 • Fax (601) 689-0017

Date: 12/19/2020
To: Palm Beach County Water Utilities Department
Attn: Ralph Estime
From: Centerline, Inc.

Project: Belvedere Heights WM & Storm Drain Improvements - Phase 1
(Based on WM Station to Most Recent Consulting Engineers Dated Nov. 2020 & Storm Drain Plans by Engineering Group, Inc. dated Oct. 2020)

PNWDC Item No.	Size	Description	Qty	Unit	Unit Cost	Extension
4	6"	PVC Pump-On Joint W/M / RCVM / F/M	40	LF	\$ 17.00	\$ 680.00
6	8"	PVC Pump-On Joint W/M / RCVM / F/M	3900	LF	\$ 24.00	\$ 93,600.00
7	8"	PVC Pump-On Joint W/M / RCVM / F/M	95	LF	\$ 36.00	\$ 3,420.00
10	10"	PVC Pump-On Joint W/M / RCVM / F/M	20	LF	\$ 30.00	\$ 600.00
28	40'	Ductile Iron Fittings for Water Main/Restrained Water Main	1.02	TN	\$ 5,500.00	\$ 5,610.00
40	8"	Mechanical Joint Restraint for Pipe	74	EA	\$ 275.00	\$ 20,350.00
41	8"	Mechanical Joint Restraint for Pipe	24	EA	\$ 650.00	\$ 15,600.00
42	8"	Mechanical Joint Restraint for Pipe	24	EA	\$ 650.00	\$ 15,600.00
43	8"	Mechanical Joint Restraint for PVC	3	EA	\$ 600.00	\$ 1,800.00
51	8"	Mechanical Joint Restraint for PVC	3	EA	\$ 600.00	\$ 1,800.00
52	8"	Mechanical Joint Restraint for PVC	8	EA	\$ 625.00	\$ 5,000.00
53	10"	Mechanical Joint Restraint for PVC	12	EA	\$ 650.00	\$ 7,800.00
59	8"	Joint Restraint Gasket (DP Field Lock or Fast Grip)	3	EA	\$ 240.00	\$ 720.00
64	8"	PVC Pressure Pipe (Restrained) Hangers	23	EA	\$ 240.00	\$ 5,520.00
74	74'	Restrictor ending 12" DP Pressure Pipe	2	EA	\$ 1,200.00	\$ 2,400.00
76	6"	Gate Valve & Valve Box	12	EA	\$ 950.00	\$ 11,400.00
77	6"	Gate Valve & Valve Box	10	EA	\$ 1,400.00	\$ 14,000.00
78	8"	Gate Valve & Valve Box	3	EA	\$ 2,500.00	\$ 7,500.00
142	8"	Gate Valve & Valve Box	8	EA	\$ 4,500.00	\$ 36,000.00
146	8"	Gate Valve & Valve Box	7	EA	\$ 1,000.00	\$ 7,000.00
151	16"	Standard Pipe on 4x6 Hydrants	11	EA	\$ 1,300.00	\$ 14,300.00
159	16"	Short Single 50' Min Size (1-1/2" Polyethylene) (up to 10' long)	20	EA	\$ 1,200.00	\$ 24,000.00
163	16"	Long Single 50' Min Size (1-1/2" Polyethylene) (up to 10' long)	15	EA	\$ 1,700.00	\$ 25,500.00
185	16"	Long Single 50' Min Size (1-1/2" Poly up to 3" Gating up to 40' long)	24	EA	\$ 2,000.00	\$ 48,000.00
177	6"	Accessories Pipe Removal/Installation	60	LF	\$ 14.50	\$ 870.00
178	6"	Accessories Pipe Removal/Installation	5	LF	\$ 3,300.00	\$ 16,500.00
180	6"	Accessories Pipe Removal/Installation	5459	LF	\$ 2.00	\$ 10,918.00
182	6"	Accessories Pipe Removal/Installation	10452	LF	\$ 8.00	\$ 83,616.00
185	6"	Asphalt Overlay (1")	598	TN	\$ 200.00	\$ 119,600.00
186	6"	Asphalt Overlay Removal and Restoration (2.5" thick)	470	SF	\$ 50.00	\$ 23,500.00
186	6"	Asphalt Overlay Removal and Restoration (1.5" thick)	640	SF	\$ 60.00	\$ 38,400.00
189	189'	Concrete Pavement Removal and Restoration	1467	SF	\$ 58.00	\$ 85,116.00
191	191'	Concrete Pavement Removal and Restoration	1150	SF	\$ 68.00	\$ 78,160.00
192	192'	Concrete Pavement Removal and Restoration	110	SF	\$ 50.00	\$ 5,500.00
193	193'	Concrete Pavement Removal and Restoration (also used for Unrestricted Drive Way Removal and Restoration)	1413	TN	\$ 20.00	\$ 40,270.00
199	199'	Concrete Pavement Removal and Restoration (also used for Unrestricted Drive Way Removal and Restoration)	2926	SF	\$ 3.50	\$ 10,241.00
199	199'	Concrete Pavement Removal and Restoration (also used for Unrestricted Drive Way Removal and Restoration)	5453	SF	\$ 5.50	\$ 30,000.00
202	202'	Record Drawing	8621	LF	\$ 2.00	\$ 17,242.00
203	203'	Construction Survey	8621	LF	\$ 2.25	\$ 19,397.25
204	204'	Preconstruction Video Taping	8621	LF	\$ 0.75	\$ 6,465.75
205	205'	Mail Box Removal and Reinstallation	60	EA	\$ 75.00	\$ 4,500.00
206	206'	Maintenance of Traffic Residential Street	9621	LF	\$ 2.00	\$ 19,242.00
207	207'	Maintenance of Traffic Residential Street	9621	LF	\$ 3.00	\$ 28,926.00
208	208'	Driveway Trench	375	EA	\$ 40.00	\$ 15,000.00
210	210'	Concrete 12" DP Cylinder Trench	35	EA	\$ 110.00	\$ 3,850.00
211	211'	Concrete 12" DP Cylinder Trench	10	EA	\$ 150.00	\$ 1,500.00
255	255'	Remove & Replace Slope	1	EA	\$ 7,400.00	\$ 7,400.00
255	255'	6" Single Line Slope (for PVC/CIP/CP/AC)	2	EA	\$ 9,500.00	\$ 19,000.00
258	258'	12" Single Line Slope (for PVC/CIP/CP/AC)	2	EA	\$ 9,500.00	\$ 19,000.00
(A) SUBTOTAL BASE BID (Bid Items # 1-258)						
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 259-261)						
259	259'	Additional Work Not included in Bid Items (Non-100% of Sphered Base Bid)	1	LS	\$ 626,817.06	\$ 626,817.06
260	260'	Mobilization (2.0% of 5.0% of Base Bid)	1	LS	\$ 29,919.68	\$ 29,919.68
261	261'	Demobilization (1% of Subtotal Base Bid)	1	LS	\$ 11,976.67	\$ 11,976.67
						\$ 668,753.41
TOTAL BID PRICE (A+B)						\$ 1,288,032.41

Westgate CRA

[illegible]

EXHIBIT B – MEMORANDUM OF PHASE 2 COSTS

In accordance with the Interlocal Agreement between Palm Beach County and the Westgate Community Redevelopment Agency Regarding Utility Construction (County Resolution No. R_____) (hereinafter "Interlocal Agreement"), this memorandum shall confirm that the CRA agrees to reimburse the County the amount of _____ for the installation of drainage facilities INSTALLED DURING Phase 2 of the Project. Attached hereto and incorporated herein as **Attachment 1** is a cost estimate detailing the agreed upon reimbursement. Payment terms shall be as set forth in the Interlocal Agreement.

PALM BEACH COUNTY

By: _____
County Administrator or Designee

Date: _____

WATER UTILITIES DEPARTMENT APPROVAL

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

[ADD CRA DESIGNEE SIGNATURE BLOCK]

**INTERLOCAL AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT
AGENCY (CRA) FOR
BELVEDERE HEIGHTS PHASE I
PROJECT #2018027**

This INTERLOCAL AGREEMENT for Belvedere Heights Phase I Project #2018027 is made as of the _____ day of _____, 20____ (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Westgate Belvedere Homes CRA, a Community Redevelopment Agency (AGENCY) (individually Party and collectively Parties).

W I T N E S S E T H :

WHEREAS, Section 163.01 of the Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the AGENCY has identified a need to provide improvements to Upland Road, Ardmore Road, Kenwood Road, Whitney Road, and Worthington Road which comprises Belvedere Heights Phase I, Project #2018027 (PROJECT); and

WHEREAS, the PROJECT is located on COUNTY rights of way within the geographic limits of the AGENCY; and

WHEREAS, the PROJECT qualifies for a Florida Department of Transportation (FDOT) administered Local Agency Program (LAP) grant, a cost-reimbursement program where projects are submitted to the Palm Beach County Transportation Planning Authority (TPA) for ranking and prioritization for funding; and

WHEREAS, the AGENCY has requested that the COUNTY, a certified agency for the LAP through the FDOT, sponsor the LAP grant application on AGENCY's behalf (Grant Application); and

WHEREAS, for the AGENCY to receive the benefits of the LAP grant, the COUNTY and FDOT have to enter into an agreement, outlining the terms and conditions upon which the LAP grant will be provided to the COUNTY (LAP AGREEMENT); and

WHEREAS, pursuant to FDOT District IV LAP AGREEMENT policies, the COUNTY is required to design and construct the PROJECT; and

WHEREAS, the COUNTY may in the future modify the PROJECT within the limits of the PROJECT and the COUNTY right of way (FUTURE IMPROVEMENTS); and

WHEREAS, the COUNTY may desire to undertake the FUTURE IMPROVEMENTS before the expiration of useful life of the PROJECT; and

WHEREAS, the FUTURE IMPROVEMENTS will require complete or partial removal and/or reconfiguration or relocation of the PROJECT from the COUNTY's right-of-way; and

WHEREAS, at the COUNTY's request, the AGENCY agrees to reconfigure and relocate or remove the PROJECT's improvements from the rights-of-way to the COUNTY's satisfaction within 180 days of the COUNTY's request; and

WHEREAS, if the LAP AGREEMENT or any other applicable Grant Application condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY agrees to fully reimburse the COUNTY; and

WHEREAS, the Parties declare it to be in the public interest for the PROJECT to be constructed; and

WHEREAS, the AGENCY is desirous of taking over maintenance liability of the PROJECT; and

WHEREAS, the COUNTY shall have the right, but not the obligation to maintain the PROJECT.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1 - Recitals - The above recitals are true and correct and are incorporated herein.

Section 2 - Scope of PROJECT and Parties' Commitments and Duties

2.1 Scope of Projects. Upon approval of the Grant Application by FDOT, COUNTY agrees to perform the following:

2.1.1 Street Lighting, Sidewalks and Sodding - Design and construct streetlights, sidewalks and sodding on Upland Road, Ardmore Road, Kenwood Road, Whitney Road, and Worthington Road. The lighting, sidewalk, and sodding shall be per the approved design section in the Grant Application.

2.1.2 Exemptions from Scope

No road improvements are anticipated as part of this PROJECT.

No right-of-way acquisition is anticipated as part of this PROJECT.

No mitigation requirements are anticipated as part of this PROJECT.

2.2 AGENCY Commitments and Duties. Upon approval of the Grant Application by FDOT, AGENCY shall perform the following duties:

- Forward all grant requirements and conditions received from FDOT, to the COUNTY.
- Forward all background information received for the PROJECT to the COUNTY.
- Provide specific guidance and information regarding the PROJECT scope (including aesthetic requirements).
- Perform all public coordination and address all public information requests regarding the PROJECT.
- Whenever COUNTY desires to proceed with the FUTURE IMPROVEMENTS, the COUNTY has the right to reconfigure and relocate or remove, or request that the AGENCY reconfigure and relocate or remove, the PROJECT from the Upland Road, Ardmore Road, Kenwood Road, Whitney Road and Worthington Road rights-of-way. The AGENCY shall reconfigure and relocate or remove the PROJECT to the COUNTY's satisfaction within one hundred and eighty (180) days of the COUNTY's request, or be responsible for all costs and fees related to the COUNTY's reconfiguration and relocation or removal of the PROJECT from the Upland Road, Ardmore Road, Kenwood Road, Whitney Road and Worthington Road rights-of-way (REMOVAL COSTS). The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.
- Funding Requirements
 - The AGENCY shall pay to the COUNTY, all funds necessary for the design of the PROJECT by check. The AGENCY's payment amount shall cover all costs for the

design consultant, advertising, COUNTY staff time, permitting, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a design consultant. COUNTY will not advertise for design consultant services before receiving payment from the AGENCY. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.

- The AGENCY shall pay to the COUNTY, all funds necessary for the construction and Construction Engineering Inspection (CEI) of the PROJECT by check, within 30 days of payment request by COUNTY. AGENCY's payment amount shall cover all costs for the construction, advertising, COUNTY staff time, inspections, CEI, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a construction contractor. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.
- The AGENCY shall pay for any supplemental services to the design contract, or change orders to the construction contract within 30 days of being notified of the change order and additional costs, prior to the COUNTY authorizing those services. COUNTY will not authorize the supplemental services or change order without receiving approval for the change order or supplemental services from the AGENCY and payment from the AGENCY.
- Any contingency funds remaining at the end of the construction phase shall be returned to the AGENCY.
- If FDOT does not reimburse the COUNTY, the AGENCY shall not receive reimbursement funds and shall be responsible for funding the PROJECT to the conclusion of construction if notice to proceed has already been issued to the contractor or if the LAP AGREEMENT commitments require construction completion.

2.3 COUNTY Commitments and Duties. COUNTY agrees to perform the following:

- Enter into a LAP AGREEMENT with FDOT for the LAP program grant.
- The COUNTY shall reimburse the AGENCY as funding reimbursement is received from FDOT. The amount of reimbursement will equal the grant funds received.
- Provide a copy of all LAP AGREEMENT communications to the AGENCY.

- Hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.
- COUNTY shall invite AGENCY to participate in the scoping of work for the PROJECT.
- Coordinate with FDOT to meet all design phase LAP and federal requirements.
- Prepare bid documents and contract for construction of the PROJECT, including overseeing the bidding process, and contract finalization.
- Hire CEI or use in-house staff to administer contract for construction of the PROJECT as required by LAP. This includes engineering coordination.
- Return any unused funding received from the AGENCY at the conclusion of the construction phase of the PROJECT.

2.4 Maintenance and Operation of PROJECT - Upon the COUNTY's final acceptance of the construction of the PROJECT, the COUNTY shall convey and the AGENCY shall accept full responsibility for operation and maintenance of the PROJECT. Upon the issuance of a Notice to Proceed to begin construction of the PROJECT by the COUNTY, AGENCY shall apply to the COUNTY for a right-of-way permit to allow AGENCY to perform maintenance of the PROJECT (ROW PERMIT). Upon the COUNTY's final acceptance of the construction of the PROJECT, the COUNTY shall be relieved of all duties and responsibilities for the PROJECT.

The AGENCY agrees to accept the maintenance obligation and the liability for the PROJECT, in perpetuity or until the AGENCY ceases to exist and to grant the COUNTY the right, but not the obligation to maintain the PROJECT.

Section 3 - Termination

3.1 The COUNTY may elect to terminate this AGREEMENT, for any reason and at any time, including before the expiration of the useful life of the PROJECT, by providing the AGENCY written notice. Within ninety (90) days of receipt of written termination notice, the AGENCY shall reconfigure and remove all PROJECT improvements, and restore the right of way to its original or like condition, or be responsible for all costs and fees related to the COUNTY's Removal Costs. The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.

3.2 Upon termination, if the LAP AGREEMENT or any other applicable LAP program grant condition requires the COUNTY to repay or return any funds that the COUNTY expended for the

PROJECT, the AGENCY shall fully reimburse the COUNTY, within sixty (60) days of the COUNTY's request for reimbursement.

Section 4 - Indemnification - The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising out of or related to the PROJECT, or arising during or as a result of the AGENCY's performance of the terms of this AGREEMENT, or due to the acts or omissions of the AGENCY. The AGENCY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

Section 5 - Enforcement Costs - In any action brought by either Party to enforce this AGREEMENT, each Party shall be responsible for its own attorneys' fees and costs.

Section 6 - Independent Contractor - COUNTY and the AGENCY are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All AGENCY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to AGENCY's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.

COUNTY does not have the power or authority to bind the AGENCY in any promise, agreement or representation.

Section 7 – Personnel - COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

All of the services required hereinunder shall be performed by COUNTY or its consultant, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Section 8 Insurance - Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes (STATUTE), the AGENCY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the AGENCY is not self-insured, the AGENCY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the STATUTE. Should the AGENCY purchase excess liability coverage, the AGENCY agrees to include the COUNTY as an Additional Insured. The AGENCY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should the AGENCY contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the AGENCY shall require the CONTRACTOR to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the AGENCY and the COUNTY as Additional Insureds. The AGENCY shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the AGENCY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the AGENCY of its liability and obligations under this AGREEMENT.

Right to Review COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

Section 9 - Breach and Opportunity to Cure - The parties expressly covenant and agree that in the event either party is in default of its obligations under this AGREEMENT, each party shall have thirty (30) days written notice before exercising any of its rights.

Section 10 - Notice - All notices required or allowed under this AGREEMENT shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notices to the AGENCY shall be sent to:
Westgate Belvedere Homes CRA
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
Attn: Elizee Michel, Executive Director

All notices to the COUNTY shall be sent to:
Tanya N. McConnell, P.E., Deputy County Engineer
Palm Beach County
Engineering and Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 11 - Modification and Amendment - Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other party.

Section 12 – Remedies - This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 13 - No Waiver - Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 14 - Joint Preparation - The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 15 - Non-Discrimination - The Parties agree to comply with the COUNTY's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither party conducts business with nor appropriate funds to any entity that practices discrimination on the basis of race, color, national origin, disability, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Section 16 - Filing - A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 17 - Compliance with Codes and Laws - COUNTY and AGENCY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and AGENCY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 18 - Office of the Inspector General - The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPLICANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 19 - Public Entity Crime Certification - As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 20 - Severability - If any section, paragraph, sentence, clause or provision of this AGREEMENT is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this AGREEMENT.

Section 21 - Entirety of AGREEMENT - COUNTY and AGENCY agree that this AGREEMENT and the ROW Permit referenced in Section 2.5 set forth the entire agreement between the parties and there are no promises or understandings other than those stated herein.

Section 22 - Survival - The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the Project, shall survive such termination or Project completion and inure to the benefit of the Parties.

Section 23 - Third Party Beneficiary - No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the AGENCY.

Section 24 - Assignment - Neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

Section 25 - Effective Date - This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

Section 26 - Counterparts - This CONTRACT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same CONTRACT. The COUNTY may execute the CONTRACT through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this CONTRACT for Belvedere Heights Phase I Project Number 2018027 on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

OWNER:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Morton L. Rose, P.E.

Director of Roadway Production

AGENCY:

Westgate Belvedere Homes Community
Redevelopment Agency

Ronald Daniels, Board Chair

(Seal)

ATTEST WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

{SIGNATURE PAGES CONTINUED}

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney

COUNTY:

Palm Beach County, a Political Subdivision of the
State of Florida, by and through its Board of County
Commissioners

By: _____
Dave Kerner, Mayor

(Seal)