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**WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**

**Monday, October 04, 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 - 15)**

**IV. PUBLIC COMMENTS**

**V. DISCLOSURES**

**VI. CONSENT AGENDA**

- 1. Loan Forgiveness from the Westgate CRA Covid-19 Small Business Emergency Relief Forgivable Loan Program (Pages 16 - 30)**
- 2. Approval of Site Development Assistance Program Grant for Elite Capital & Development for Seven Single Family Homes on Osceola Drive and Saranac Ave. (Pages 31 -86)**

**VII. REGULAR AGENDA**

- 1. Approval of Community Development Block Grant Agreement (Pages 87 -113)**
- 2. Approval of Lease Extension for CRA Office Space with 1280 N. Congress, LLC (Pages 114 - 115)**
- 3. Approval of Information Technology Policies and Procedures (Pages 116 -140)**



## **VIII. REPORTS**

### **A. Staff Reports**

**Correspondence (Pages - )**

### **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.**



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**AGENDA ITEMS**  
**Westgate/Belvedere Homes CRA Board Meeting**  
**October 4, 2021**

**CONSENT AGENDA**

**1. Loan Forgiveness from the Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan Program**

**A. Background and Summary:** On October 5, 2020, the Westgate CRA Board of Commissioners approved a forgivable loan for Advocate Press, a Division of Spectrum Productions, Inc. for \$10,000 funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program. On September 15, 2021, the owner of the small business submitted a request to the CRA for the forgiveness of the forgivable loan. The owner met all the requirements for forgiveness. They have provided proof that the funds were used for rent, utilities, and insurance expenses. This business has been in the CRA for over 33 years.

On October 5, 2020, the Westgate CRA Board of Commissioners approved a forgivable loan for Top Nail Tech Inc. for \$10,000 funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program. On September 22, 2021, the owner of the of Top Nail submitted a request to the CRA for the forgiveness of the forgivable loan. The owner met all the requirements for forgiveness. They have provided proof that the funds were used for rent expenses. Top Nail has been in the CRA for over 18 years.

On October 5, 2020, the Westgate CRA Board of Commissioners approved a forgivable loan for Tip Top Car Wash Inc. for \$10,000 funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program. On September 22, 2021, the owner of the of Tip Top Car Wash Inc. submitted a request to the CRA for the forgiveness of the forgivable loan. The owner met all the requirements for forgiveness. They have provided proof that the funds were used for payroll expenses. This business has been in the CRA for over 16 years.



Staff recommends approval of loan forgiveness of \$10,000 COVID-19 Small Business Emergency Relief Forgivable Loan Program for both Advocate Press, Top Nail Inc. and Tip Top Car Wash Inc. and approval of the release of the related promissory notes.

## **2. Approval of Site Development Assistance Program Grant for Elite Capital & Development for Seven Single Family Homes on Osceola Drive and Saranac Ave.**

**A. Background and Summary:** The CRA created the Site Development Assistance Program to encourage developers to improve the physical appearance of their development with the goal of stimulating revitalization throughout the CRA communities. Elite Capital & Development Inc. is a housing development corporation operating in Palm Beach County since 2015. It has now built 14 single family homes in the Westgate area, two of which on a vacant lot purchased from the CRA in 2019. They have plans to build more homes to add to the workforce housing supply highly needed in the area. This application is for a reimbursement grants to complete seven more homes being developed on 25-foot platted lots in South Westgate Estates in the Neighborhood Residential Medium Density (NRM) Sub-Area. These houses will have 1,175 SF under air, and a total of 1,274 SF under roof including the covered porch and patio. The developer plans to provide CBS construction, impact rated windows, tankless water heaters, 42" cabinets with Dallas White granite stone, paver driveway and patio, stainless steel appliances, and other standard features for the houses.

The corporation has requested a grant of \$5,000 for each home for a total of \$35,000 from the CRA's Site Development Assistance Program (SDAP). The funds is projected to be used for pre-development expenses, landscaping expenses, exterior stucco, impact window upgrades, glass doors, landscaping, pavers for driveways and other exterior improvement in accordance with the program guidelines.

A copy of the floor plan & elevations, building permits and other relevant information are included in the Board Packet for consideration.



The application meets the program eligibility guidelines. The SDAP is a reimbursement-based grant. It provides the funding after the project is completed and certificate of occupancy is received. The developer is a small business enterprise.

- B. Recommendation:** Staff recommends approval of a reimbursement grant of \$35,000 from Site Development Assistance Grant Program for Elite Capital & Development Inc. for seven single family homes on Osceola Drive and Saranac Avenue.

## REGULAR AGENDA

### 1. Approval of Community Development Block Grant Agreement

- A. Background and Summary:** The CRA has received a Community Development Block Grant (CDBG) in the amount of \$237,247 to acquire a property on 3473 Nokomis Avenue.

The CRA has been assembling properties in the corner of Seminole and Westgate where this property is located. This parcel is one of two parcels needed to complete the assemblage for the Danza Group project.

The County has prepared the attached agreement for Board consideration. The agreement outlines the responsibility of the CRA to acquire the property in compliance with the CDBG guidelines. The County will provide technical assistance and funding for the acquisition. The grant will be administered on a reimbursement basis.

- B. Recommendation:** Staff recommends that the Board authorizes the Chair to execute the agreement to accept the \$237,247 grant for the acquisition of Nokomis Avenue.

### 2. Approval of Lease Extension for CRA Office Space with 1280 N. Congress, LLC

- A. Background and Summary:** The Westgate CRA currently has a lease for office space with 1280 North Congress, LLC. The lease was first executed in 2013 and was renewed in 2018 for another four years. It currently expires in May of 2022. It is a triple net lease with an annual rate of \$9.00/SF/NNN.



The building is being bought by another group. The new owners are willing to extend the lease of the CRA for three more years at \$9.75/SF/NNN first year, 11:00/SF/NNN for the second year and \$ 12.00/SF/NNN for the third year.

We have not found any comparable place that is more advantageous than the new proposed lease within the Westgate CRA. The new owner will likely increase the rate if we decide to renew in May 2022 after the current lease expires.

It is in the best of the CRA to extend the lease for another three years at the rate negotiated with the new owner.

**B. Recommendation:** Staff recommends **approval** of lease extension for office space for another three years with 1280 North Congress, LLC or its assignee.

### **3. Approval of Information Technology Policies and Procedures**

**A. Background and Summary:** As any other business, the CRA uses technology daily. This Policy and Procedure recommendation is prepared to guide the Agency in selection and use of Information Technology (IT). It provides guidelines the CRA will use to administer these policies with the correct procedure to follow. IT Policies and Procedures are now required by all public agencies. Staff wanted to put this policy in place before the end of fiscal year 2021. The policy covers the purchase of hardware and software that the Agency needs to operate. It also addresses policies regarding the use of software and computer equipment. Policies regarding IT security, website, internet, emails and personal mobile devices are included in this document. This policy also allows the CRA to contract with IT experts for services that the CRA may need.

**B. Recommendation:** Staff recommends approval of the IT Policy and Procedure Manual.

**WESTGATE/BELVEDERE HOMES CRA BOARD MEETING**  
**September 13, 2021**

**Staff Update on In-House Projects**

**FY21 TCRPC Brownfields Site Assessment Grant (APPROVED)**

Update: The CRA was approved by the TCRPC for a Phase I Environmental Assessment on September 9, 2021. Brownfields environmental consultants Cardno, has advised they will conduct the Phase I assessment in September/October of this year.

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

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

**FY21 USDA Urban Agriculture Innovation & Production (UAIP) Grant (SUBMITTED)**

On July 30<sup>th</sup>, CRA staff in collaboration with DHED Special Projects staff, submitted an application for \$300,000 in funding from the USDA UAIP 2021 grant program for Implementation Projects. The grant opportunity is a \$4 million competitive nationwide offering, with a maximum of only \$300,000 available to individual awardees. If successful, the CRA would implement a 3-year initiative to expand production and enhance community programs at the Westgate Community Farm. The scope of the project would include the construction of a permanent greenmarket structure, a pavilion in the children's garden, and site improvements; the farm would be expanded to a satellite site on CRA owned properties along the L2 canal on Oswego Ave.; and, programs would be developed that expand training and education for Westgate residents that live with food insecurity.

The CRA's participation in this project would be \$378,802 over 3 years allocated for construction and personnel costs. It is anticipated that the USDA will award grants in September 2021.

**CDBG Funding for Demolition of CRA-Properties (STARTED)**

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

### **2021 Comprehensive Plan Amendments (STARTED)**

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

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

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

### **COVID-19 Small Business Emergency Relief Forgivable Loan Program (ONGOING)**

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; 1 application was approved at the November 2020 meeting; and one application was approved at the January 2021 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 four more applications. To date, 6 local businesses applied for and received loan forgiveness from the CRA Board with 3 more businesses applying for loan forgiveness in October. The majority of loan recipients utilized funding to offset the costs associated with rent or payroll expenses.

Background: Small businesses have suffered financial loss and hardship due to the COVID-19 crisis. Small businesses in the CRA district with less than 25 employees can apply for up to \$10,000 in financial assistance in the form of a forgivable loan for eligible expenses associated with rent, payroll support, inventory purchases, utilities, expenses associated with technology upgrades to facilitate remote working, and/or expenses associated with the reconfiguration of interior spaces to accommodate a 6' physical separation. First come, first served basis. \$150,000 from the CRA's FY 19/20 and 20/21 budgets has been allocated to the program.

### **Public Assistance Grant (ONGOING)**

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

### **Community Garden/Greenmarket (ONGOING)**

Update: The Plat has been granted technical compliance. Following the completion of corner clip dedications, the project can move into the permitting phase. Electricity, an irrigation pump and an irrigation system have been installed. Staff is working on developing a design and securing a contractor



for site improvements and installation of a pre-manufactured structure to act as a permanent greenmarket.

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

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

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

#### **FY 18/19 – Oswego Avenue Properties Clean-up - Westgate Dog Park (STARTED)**

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

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

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

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

The CRA has paid a landscape contractor to remove invasive trees, vegetation and debris on the sites. An additional time extension of the grant agreement has been provided by the SWA.

Staff worked with Schmidt Nichols on the dog park design. A site and landscape plan, along with cost estimate have been provided. The 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.

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

#### **FY20 Cherry Road Pedestrian & Safety Improvements (FUNDED)**

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: PBC Engineering has requested administration and design fees to initiate the project.

The Transportation Planning Agency Governing Board approved funding for the Seminole Blvd project at their July 18<sup>th</sup> 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.

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

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

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

responsible for PBC Engineering administrative, design and CEI costs.

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

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

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

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

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

Update: The BCC is considering an agenda item on June 16<sup>th</sup> 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 – TO BE REVISITED IN FY22)**

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

#### **Streetlights for Belvedere Homes (ONGOING)**

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

### **Proposed Private Redevelopment Projects**

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

<b>Projects</b>	<b>Address</b>	<b>Status</b>
EZ Express Carwash	1098 N. Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> <li>Demolish vacant restaurant, site plan abandonment of restaurant use &amp; DRO approval for a 2,700 sf automatic carwash</li> </ul>
Cherry Road Plaza MUPD	Cherry Rd	<ul style="list-style-type: none"> <li>ABN, DOA, Variances, DRO approval for a 161,000 sf (phased) self-service storage facility</li> </ul>
Broward Motorsports	2300 Okeechobee Blvd	<ul style="list-style-type: none"> <li>DOA to address phased plan, additional square footage for storage &amp; retail, access</li> </ul>
Murphy Express Gas Station/C-store	1010 Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> <li>In Zoning</li> <li>Demolish vacant Walgreens &amp; relocate and expand existing Murphy Express and add c-store</li> </ul>
Palm Key Apartments	Cherokee Ave	<ul style="list-style-type: none"> <li>In Zoning – review for DRO approval</li> <li>7 townhome-style multifamily units on .46 ac – utilizing CRA density bonus units</li> </ul>
1713 Quail (former Opportunity Inc.)	1713 Quail Drive	<ul style="list-style-type: none"> <li>BCC approved August meeting</li> <li>Repurposing existing building for new medical office use</li> <li>Rezoning to CG, multiple variances</li> </ul>
Museo Vault self-service storage (now Uovo Art)	4200 Westgate Ave	<ul style="list-style-type: none"> <li>BCC approval September meeting</li> <li>proposing a 4-story, 50,000 sf fine art and antique storage facility</li> </ul>
Autumn Ridge LITC mixed use	Congress Ave	<ul style="list-style-type: none"> <li>DRO approval</li> <li>106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG</li> </ul>
Soapy Shark Car Wash (formerly KFC/Jack's)	2200 Okeechobee Blvd.	<ul style="list-style-type: none"> <li>Permitted</li> <li>DRO Approval &amp; 6 variances required</li> </ul>
Duplex development	1115 Osceola	<ul style="list-style-type: none"> <li>Utilizing 1 WCRA density bonus unit, non-conforming lot</li> </ul>
Cottage Home project	Saginaw/Saranac	<ul style="list-style-type: none"> <li>Phase I, first 6 units are completed, almost all are owner-occupied</li> <li>Phase II south side, 6 units to be completed by end of year</li> <li>Remaining 2 corner units to begin in Oct.</li> <li>1-acre site newly subdivided into 14 25 ft. lots for small homes</li> </ul>
Congress Avenue - Greene Apartments	1600 N. Congress Ave	<ul style="list-style-type: none"> <li>Permitted</li> <li>198 units (138 density bonus units from WCRA pool; 55 income restricted)</li> <li>SFWMD permit utilizes available acre feet from the Preserve</li> </ul>
MacDonald Industrial/McArthur Dairy	N. Florida Mango	<ul style="list-style-type: none"> <li>On hold</li> </ul>
Mi Pais Express (Fernandez) Mixed Use	2633 Westgate Ave	<ul style="list-style-type: none"> <li>Construction complete</li> </ul>
Dos Hermanos Mixed Use	Westgate & Seminole Blvd	<ul style="list-style-type: none"> <li>Administratively withdrawn</li> </ul>

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

**September 13, 2021**

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

Mr. Daniels, the Board Chair, called the meeting to order at 5:40p.m. The roll was called by Ms. Pennell.

**Present:** Ronald L Daniels  
Joanne Rufty  
Ruth Haggerty  
Joseph Kirby

**Absent:** Ralph Lewis  
Enol Gilles  
Yeraldi Benitez

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

**Absent:** Mai Bui, Administrative Assistant

**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**

- Ms. Haggerty moved to items 1, 3 and 5 to Consent Agenda and postponed 2 and 4 to the next meeting. The motion was seconded by Mr. Kirby. After discussion, the motion was amended to move items 1, 2, 3 and 5 to consent and to postpone items 4 to next month agenda. The amended motion was seconded by Mr. Kirby as amended. Motion carried (4-0)

**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 JULY MINUTES**

- It was moved by Ms. Haggerty and seconded by Mr. Kirby to adopt the minutes of the August 09, 2021 meeting. Motion carried (4-0)

**IV. PUBLIC COMMENT**

- No public comments.

**V. DISCLOSURES**

- No disclosures

**VI. CONSENT AGENDA**

- **Loan Forgiveness from the Westgate CRA Covid-19 Small Business Emergency Relief Forgivable Loan Program**
- **Approval of Bid Proposal for the Westgate Dog Park**
- **DRO Site Plan Approval for EZ Express Car Wash; 1098 N. Military Trail**
- **Approval of the FY 2021-2022 CRA Budget**
- **Approval of Funding for Belvedere Heights Phase I streetlights and Sidewalks Construction**

It was moved by Ms. Haggerty and seconded by Mr. Kirby to approve consent agendas. The motion passed unanimously (4-0)

**VII. REGULAR AGENDA**

**IX. AJOURNMENT**

It was moved by Ms. Haggerty and seconded by Mr. Kirby to adjourn the meeting. The meeting adjourned at 5:50p.m.

\_\_\_\_\_  
Mai Bui Administrative Assistant, Westgate CRA



1744 North Military Trail  
West Palm Beach, FL 33409

Office: 561 / 684-6276  
Fax: 561 / 686-7054

Email: [advocatepress@bellsouth.net](mailto:advocatepress@bellsouth.net)

September 15, 2021

Westgate CRA, Palm Beach County  
1280 N. Congress Avenue, Suite 215  
West Palm Beach, FL 33409

Dear Westgate CRA Board Members,

We would like to request forgiveness of your loan to us in the amount of \$10,000.00 we received in October, 2020. The loan was used for payroll enabling us to use other funds for rent, utilities, insurance, etc.

The loan was most appreciated and helped to enable us to continue operating in the Westgate neighborhood, where we have been for over 33 years.

Regards,

A handwritten signature in black ink, appearing to read 'Michael A. Krenz', with a stylized flourish at the end.

Michael A. Krenz  
President  
Spectrum Productions, Inc.  
d/b/a Advocate Press



# Form 941 for 2020: Employer's QUARTERLY Federal Tax Return

(Rev. July 2020)

Department of the Treasury - Internal Revenue Service

970120

OMB No. 1545-0029

Employer identification number (EIN)	6	5	-	0	7	6	9	1	1	7
Name (not your trade name)	SPECTRUM PRODUCTIONS, INC.									
Trade name (if any)										
Address	1744 N. MILITARY TR.									
Number	Street			Suite or room number						
WEST PALM BEACH	FL			33409						
City	State			ZIP code						
Foreign country name	Foreign province/county			Foreign postal code						

## Report for this Quarter of 2020 (Check one.)

- ☒ 1: January, February, March  
☐ 2: April, May, June  
☐ 3: July, August, September  
☒ 4: October, November, December

Go to [www.irs.gov/Form941](http://www.irs.gov/Form941) for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

### Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: Sept. 12 (Quarter 3) or Dec. 12 (Quarter 4)	1	2																																																																				
2	Wages, tips, and other compensation	2	16,910.00																																																																				
3	Federal income tax withheld from wages, tips, and other compensation	3	1,487.00																																																																				
4	If no wages, tips, and other compensation are subject to social security or Medicare tax	<input type="checkbox"/> Check and go to line 6.																																																																					
<table border="0"> <thead> <tr> <th></th> <th>Column 1</th> <th></th> <th>Column 2</th> </tr> </thead> <tbody> <tr> <td>5a</td> <td>Taxable social security wages</td> <td>16,910.00 x 0.124 =</td> <td>2,096.84</td> </tr> <tr> <td>5a</td> <td>(i) Qualified sick leave wages</td> <td>x 0.062 =</td> <td></td> </tr> <tr> <td>5a</td> <td>(ii) Qualified family leave wages</td> <td>x 0.062 =</td> <td></td> </tr> <tr> <td>5b</td> <td>Taxable social security tips</td> <td>x 0.124 =</td> <td></td> </tr> <tr> <td>5c</td> <td>Taxable Medicare wages &amp; tips</td> <td>16,910.00 x 0.029 =</td> <td>490.39</td> </tr> <tr> <td>5d</td> <td>Taxable wages &amp; tips subject to Additional Medicare Tax withholding</td> <td>x 0.009 =</td> <td></td> </tr> <tr> <td>5e</td> <td>Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d</td> <td>5e</td> <td>2,587.23</td> </tr> <tr> <td>5f</td> <td>Section 3121(q) Notice and Demand -- Tax due on unreported tips (see instructions)</td> <td>5f</td> <td></td> </tr> <tr> <td>6</td> <td>Total taxes before adjustments. Add lines 3, 5e, and 5f</td> <td>6</td> <td>4,074.23</td> </tr> <tr> <td>7</td> <td>Current quarter's adjustment for fractions of cents</td> <td>7</td> <td>-0.06</td> </tr> <tr> <td>8</td> <td>Current quarter's adjustment for sick pay</td> <td>8</td> <td></td> </tr> <tr> <td>9</td> <td>Current quarter's adjustments for tips and group-term life insurance</td> <td>9</td> <td></td> </tr> <tr> <td>10</td> <td>Total taxes after adjustments. Combine lines 6 through 9</td> <td>10</td> <td>4,074.17</td> </tr> <tr> <td>11a</td> <td>Qualified small business payroll tax credit for increasing research activities. Attach Form 8974</td> <td>11a</td> <td></td> </tr> <tr> <td>11b</td> <td>Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1</td> <td>11b</td> <td></td> </tr> <tr> <td>11c</td> <td>Nonrefundable portion of employee retention credit from Worksheet 1</td> <td>11c</td> <td></td> </tr> </tbody> </table>					Column 1		Column 2	5a	Taxable social security wages	16,910.00 x 0.124 =	2,096.84	5a	(i) Qualified sick leave wages	x 0.062 =		5a	(ii) Qualified family leave wages	x 0.062 =		5b	Taxable social security tips	x 0.124 =		5c	Taxable Medicare wages & tips	16,910.00 x 0.029 =	490.39	5d	Taxable wages & tips subject to Additional Medicare Tax withholding	x 0.009 =		5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d	5e	2,587.23	5f	Section 3121(q) Notice and Demand -- Tax due on unreported tips (see instructions)	5f		6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	4,074.23	7	Current quarter's adjustment for fractions of cents	7	-0.06	8	Current quarter's adjustment for sick pay	8		9	Current quarter's adjustments for tips and group-term life insurance	9		10	Total taxes after adjustments. Combine lines 6 through 9	10	4,074.17	11a	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11a		11b	Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1	11b		11c	Nonrefundable portion of employee retention credit from Worksheet 1	11c	
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► You MUST complete all three pages of Form 941 and SIGN it.

Next ►

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher.

DXA

Form 941 (Rev. 7-2020)

17

Name (not your trade name)

SPECTRUM PRODUCTIONS, INC.

Employer identification number (EIN)

65-0769117

**Part 1: Answer these questions for this quarter. (continued)**

11d	Total nonrefundable credits. Add lines 11a, 11b, and 11c . . . . .	11d	<input type="text"/>
12	Total taxes after adjustments and nonrefundable credits. Subtract line 11d from line 10	12	<input type="text" value="4,074.17"/>
13a	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13a	<input type="text" value="4,074.17"/>
13b	Deferred amount of social security tax . . . . .	13b	<input type="text"/>
13c	Refundable portion of credit for qualified sick and family leave wages from Worksheet 1	13c	<input type="text"/>
13d	Refundable portion of employee retention credit from Worksheet 1 . . . . .	13d	<input type="text"/>
13e	Total deposits, deferrals, and refundable credits. Add lines 13a, 13b, 13c, and 13d . .	13e	<input type="text" value="4,074.17"/>
13f	Total advances received from filing Form(s) 7200 for the quarter . . . . .	13f	<input type="text"/>
13g	Total deposits, deferrals, and refundable credits less advances. Subtract line 13f from line 13e	13g	<input type="text" value="4,074.17"/>
14	Balance due. If line 12 is more than line 13g, enter the difference and see instructions .	14	<input type="text"/>
15	Overpayment. If line 13g is more than line 12, enter the difference <input type="text"/>	Check one: <input type="checkbox"/> Apply to next return. <input type="checkbox"/> Send a refund.	

**Part 2: Tell us about your deposit schedule and tax liability for this quarter.**

If you're unsure about whether you're a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

16 Check one: ☐ Line 12 on this return is less than \$2,500 or line 12 on the return for the prior quarter was less than \$2,500, and you didn't incur a \$100,000 next-day deposit obligation during the current quarter. If line 12 for the prior quarter was less than \$2,500 but line 12 on this return is \$100,000 or more, you must provide a record of your federal tax liability. If you're a monthly schedule depositor, complete the deposit schedule below; if you're a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

☒ You were a monthly schedule depositor for the entire quarter. Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability: Month 1 Month 2 Month 3 Total liability for quarter 

Total must equal line 12.

☐ You were a semiweekly schedule depositor for any part of this quarter. Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941. Go to Part 3.

▶ You MUST complete all three pages of Form 941 and SIGN it.

Next ▶

Name (not your trade name)

Employer identification number (EIN)

SPECTRUM PRODUCTIONS, INC.

65-0769117

**Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.**

- 17 If your business has closed or you stopped paying wages . . . . . ☐ Check here, and enter the final date you paid wages ; also attach a statement to your return. See instructions.
- 18 If you're a seasonal employer and you don't have to file a return for every quarter of the year . . . . ☐ Check here.
- 19 Qualified health plan expenses allocable to qualified sick leave wages . . . . . 19
- 20 Qualified health plan expenses allocable to qualified family leave wages . . . . . 20
- 21 Qualified wages for the employee retention credit . . . . . 21
- 22 Qualified health plan expenses allocable to wages reported on line 21 . . . . . 22
- 23 Credit from Form 5884-C, line 11, for this quarter . . . . . 23
- 24 Deferred amount of the employee's share of social security tax included on line 13b . . . 24
- 25 Reserved for future use . . . . . 25

**Part 4: May we speak with your third-party designee?**

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name and phone number 

Select a 5-digit Personal Identification Number (PIN) to use when talking to the IRS.

☐ ☐ ☐ ☐ ☐☒ No.**Part 5: Sign here. You MUST complete all three pages of Form 941 and SIGN it.**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign your name here

Print your name here

Print your title here

Date

Best daytime phone

**Paid Preparer Use Only**Check if you are self-employed . . . . ☐

Preparer's name

SETH M LIPSON

PTIN

P01370865

Preparer's signature

Date

Firm's name (or yours if self-employed)

SETH LIPSON CPA

EIN

59-3648916

Address

1920 PALM BEACH LAKES BLVD

Phone

(561) 478-1011

City

WEST PALM BEACH

State

FL

ZIP code

33409

## Top Nail Tech Inc.

4286 Okeechobee Blvd  
West Palm Beach, FL 33409  
Tel: 561-471-1799

Date: 09/22/2021

To: Westgate CRA, Palm Beach County  
1280 N. Congress Ave., Suite 215  
West Palm Beach, FL 33409  
561-640-8181x105

Dear Denise Pennell, FRA-RA

My name is Jing Zhang, owner of Top Nail Tech Inc. I applied \$10,000 Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan in Sep 2020.

Here I am requiring forgiveness of the above loan base on meeting the requirement that the \$10,000 loan was expended on rent.

Attached please find the proof of rent payment, which are including Business Bank Statement and Landlord Rent Statement.

Please contact me if any question.

Thanks & Best Regards,  
Jing Zhang  
Owner of Top Nail Tech Inc.



# RENT STATEMENT

Cross County Plaza

Customer Information		Lease Information	
Billing Name:	Jing Zhang	Property:	Cross County Plaza
Address:	Top Nail Tech 3864 Cherobee Ave. West Palm Beach, FL 33409	Assigned Spaces:	058
		Date:	06/15/2021
		Lease Name:	Top Nail Tech

## Transactions:

Date	Description	Charges	Payments	Balance
	Balance Forward			15,029.49
07/01/2021	Cam Estimate (07/2021)	241.40	0.00	15,270.89
07/01/2021	Sales Tax - State for Cam Estimate (07/2021)	15.69	0.00	15,286.58
07/01/2021	Estimated Property Tax (07/2021)	182.54	0.00	15,469.12
07/01/2021	Sales Tax - State for Estimated Property Tax	11.87	0.00	15,480.99
07/01/2021	Retail Rent (07/2021)	6,135.10	0.00	21,616.09
07/01/2021	Sales Tax - State for Retail Rent (07/2021)	398.78	0.00	22,014.87

0-30 Days	31-60 Days	61-90 Days	After 90 Days	Amount Due
\$6,985.38	\$0.00	\$850.28	\$14,179.21	\$22,014.87

## Remittance Direction:

### Via USPS:

Cross County Owner, LLC  
Lockbox #865080  
11050 Lake Underhill R  
Orlando, FL 32825

### Via Wire:

Cross County Owner, LLC  
Wells Fargo  
Account # 4128265519  
Routing # 121000248

To pay online please go to [www.madisonprop.com](http://www.madisonprop.com) and click on tenant portal.  
For further questions or comments, you can contact Chaya at  
[chaya@madisonprop.com](mailto:chaya@madisonprop.com) or 212-596-8200 x208

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**Business Adv Relationship - 0244: Account Activity Transaction Details**

---

**Post date:** 06/02/2021

**Amount:** -9,000.00

**Type:** Bill pay

**Description:** cross county Owner LLC Bill Payment

**Merchant name:** CROSS COUNTY OWNER LLC



**Merchant  
information:**

**Transaction  
category:** Uncategorized: Uncategorized



# RENT STATEMENT

Cross County Plaza

Customer Information		Lease Information	
Billing Name:	Jing Zhang	Property:	Cross County Plaza
Address:	Top Nail Tech 3864 Cherobee Ave. West Palm Beach, FL 33409	Assigned Spaces:	058
		Date:	07/15/2021
		Lease Name:	Top Nail Tech

## Transactions:

Date	Description	Charges	Payments	Balance
	Balance Forward			14,014.87
08/01/2021	Cam Estimate (08/2021)	241.40	0.00	14,256.27
08/01/2021	Sales Tax - State for Cam Estimate (08/2021)	15.69	0.00	14,271.96
08/01/2021	Estimated Property Tax (08/2021)	182.54	0.00	14,454.50
08/01/2021	Sales Tax - State for Estimated Property Tax	11.87	0.00	14,466.37
08/01/2021	Retail Rent (08/2021)	6,135.10	0.00	20,601.47
08/01/2021	Sales Tax - State for Retail Rent (08/2021)	398.78	0.00	21,000.25

0-30 Days	31-60 Days	61-90 Days	After 90 Days	Amount Due
\$6,985.38	\$0.00	\$0.00	\$14,014.87	\$21,000.25

### Remittance Direction:

#### Via USPS:

Cross County Owner, LLC  
Lockbox #865080  
11050 Lake Underhill R  
Orlando, FL 32825

#### Via Wire:

Cross County Owner, LLC  
Wells Fargo  
Account # 4128265519  
Routing # 121000248

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[chaya@madisonprop.com](mailto:chaya@madisonprop.com) or 212-596-8200 x208

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Business Adv Relationship - 0244: Account Activity Transaction Details

---

**Post date:** 07/01/2021

**Amount:** -8,000.00

**Type:** Bill pay

**Description:** cross county Owner LLC Bill Payment

**Merchant name:** CROSS COUNTY OWNER LLC

**Merchant  
information:**

**Transaction  
category:** Uncategorized: Uncategorized





# RENT STATEMENT

Cross County Plaza

Customer Information		Lease Information	
Billing Name:	Jing Zhang	Property:	Cross County Plaza
Address:	Top Nail Tech 3864 Cherobee Ave. West Palm Beach, FL 33409	Assigned Spaces:	058
		Date:	08/19/2021
		Lease Name:	Top Nail Tech

## Transactions:

Date	Description	Charges	Payments	Balance
	Balance Forward			21,000.25
09/01/2021	Cam Estimate (09/2021)	241.40	0.00	21,241.65
09/01/2021	Sales Tax - State for Cam Estimate (09/2021)	15.69	0.00	21,257.34
09/01/2021	Estimated Property Tax (09/2021)	182.54	0.00	21,439.88
09/01/2021	Sales Tax - State for Estimated Property Tax	11.87	0.00	21,451.75
09/01/2021	Retail Rent (09/2021)	6,135.10	0.00	27,586.85
09/01/2021	Sales Tax - State for Retail Rent (09/2021)	398.78	0.00	27,985.63

0-30 Days	31-60 Days	61-90 Days	After 90 Days	Amount Due
\$13,970.76	\$0.00	\$0.00	\$14,014.87	\$27,985.63

### Remittance Direction:

#### Via USPS:

Cross County Owner, LLC  
Lockbox #865080  
11050 Lake Underhill R  
Orlando, FL 32825

#### Via Wire:

Cross County Owner, LLC  
Wells Fargo  
Account # 4128265519  
Routing # 121000248

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[chaya@madisonprop.com](mailto:chaya@madisonprop.com) or 212-596-8200 x208

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---

Business Adv Relationship - 0244: Account Activity Transaction Details

---

**Post date:** 08/03/2021

**Amount:** -8,000.00

**Type:** Bill pay

**Description:** cross county Owner LLC Bill Payment

**Merchant name:** CROSS COUNTY OWNER LLC



**Merchant  
information:**

**Transaction  
category:** Uncategorized: Uncategorized

**TIP TOP CAR WASH INC.**

d/b/a



September 22, 2021

Ms. Denise Pennell, FRA-RA  
Senior Planner/Project Manager  
Westgate CRA, Palm Beach County  
1280 N. Congress Avenue  
Suite 215  
West Palm Beach, FL 33409

*Via email to DPennell@pbcgov.org*

Re: Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan

Dear Ms. Pennell:

Tip Top Car Wash Inc. was approved to receive a forgivable loan in the amount of \$10,000 from the Westgate CRA. As per the requirements, the full amount was expended towards payroll expenses.

Please find attached the quarterly payroll returns (Forms 941 and RT-6) for the 4<sup>th</sup> Quarter 2020 and the 1<sup>st</sup> Quarter 2021.

We sincerely appreciate the program made available to our community.

Please feel free to email or call with any questions. We look forward to your confirmation that the loan has been forgiven.

Sincerely,

Mark Sedelnik  
President

Form **941 for 2021: Employer's QUARTERLY Federal Tax Return**

(Rev. March 2021)

Department of the Treasury -- Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN)	6	5	-	0	5	2	5	3	3	2
Name (not your trade name)	TIP TOP CAR WASH INC									
Trade name (if any)										
Address	1450 N MILITARY TRL									
Number	Street				Suite or room number					
WEST PALM BEACH				FL		33409				
City				State		ZIP code				
Foreign country name				Foreign province/county		Foreign postal code				

Report for this Quarter of 2021  
(Check one.)

- ☒ 1: January, February, March  
☐ 2: April, May, June  
☐ 3: July, August, September  
☐ 4: October, November, December

Go to [www.irs.gov/Form941](http://www.irs.gov/Form941) for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

## Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: Mar. 12 (Quarter 1), June 12 (Quarter 2), Sept. 12 (Quarter 3), or Dec. 12 (Quarter 4)	1	14
2	Wages, tips, and other compensation	2	99,297.66
3	Federal income tax withheld from wages, tips, and other compensation	3	4,313.66
4	If no wages, tips, and other compensation are subject to social security or Medicare tax	<input type="checkbox"/> Check and go to line 6.	

	Column 1		Column 2
5a	Taxable social security wages	119,042.14 × 0.124 =	14,761.23
5a	(i) Qualified sick leave wages	× 0.062 =	.
5a	(ii) Qualified family leave wages	× 0.062 =	.
5b	Taxable social security tips	× 0.124 =	.
5c	Taxable Medicare wages & tips	119,042.14 × 0.029 =	3,452.22
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	× 0.009 =	.
5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d	5e	18,213.45
5f	Section 3121(q) Notice and Demand — Tax due on unreported tips (see instructions)	5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	22,527.11
7	Current quarter's adjustment for fractions of cents	7	-.01
8	Current quarter's adjustment for sick pay	8	.
9	Current quarter's adjustments for tips and group-term life insurance	9	.
10	Total taxes after adjustments. Combine lines 6 through 9	10	22,527.10
11a	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11a	.
11b	Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1	11b	.
11c	Nonrefundable portion of employee retention credit from Worksheet 1	11c	.

▶ You MUST complete all three pages of Form 941 and SIGN it.

Next →

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher.

Cat. No. 17001Z

Form 941 (Rev. 3-2021)

28

Name (not your trade name)  
TIP TOP CAR WASH INC

Employer identification number (EIN)  
65-0525332

**Part 1:** Answer the questions for this quarter. (continued)

- 11d Total nonrefundable credits. Add lines 11a, 11b, and 11c. . . . . 11d
- 12 Total taxes after adjustments and nonrefundable credits. Subtract line 11d from line 10 . . . . . 12
- 13a Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter . . . . 13a
- 13b Reserved for future use . . . . . 13b
- 13c Refundable portion of credit for qualified sick and family leave wages from Worksheet 1. . . . 13c
- 13d Refundable portion of employee retention credit from Worksheet 1 . . . . . 13d
- 13e Total deposits and refundable credits. Add lines 13a, 13c, and 13d . . . . . 13e
- 13f Total advances received from filing Form(s) 7200 for the quarter . . . . . 13f
- 13g Total deposits and refundable credits less advances. Subtract line 13f from line 13e . . . . . 13g
- 14 Balance due. If line 12 is more than line 13g, enter the difference and see the instructions . . . . . 14
- 15 Overpayment. If line 13g is more than line 12, enter the difference  Check one: ☐ Apply to next return, ☐ Send a refund.

**Part 2:** Tell us about your deposit schedule and tax liability for this quarter.

If you're unsure about whether you're a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

- 16 Check one: ☐ Line 12 on this return is less than \$2,500 or line 12 on the return for the prior quarter was less than \$2,500, and you didn't incur a \$100,000 next-day deposit obligation during the current quarter. If line 12 for the prior quarter was less than \$2,500 but line 12 on this return is \$100,000 or more, you must provide a record of your federal tax liability. If you're a monthly schedule depositor, complete the deposit schedule below; if you're a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

- ☐ You were a monthly schedule depositor for the entire quarter. Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability: Month 1

Month 2

Month 3

Total liability for quarter

Total must equal line 12.

- ☒ You were a semiweekly schedule depositor for any part of this quarter. Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941. Go to Part 3.

► You MUST complete all three pages of Form 941 and SIGN it.

Next ➡

Name (not your trade name)

TIP TOP CAR WASH INC

Employer identification number (EIN)

65-0525332

**Part 3:** Tell us about your business. If a question does NOT apply to your business, leave it blank.

17 If your business has closed or you stopped paying wages . . . . . ☐ Check here, and enter the final date you paid wages ; also attach a statement of your return. See Instructions.

18 If you're a seasonal employer and you don't have to file a return for every quarter of the year . . . ☐ Check here.

19 Qualified health plan expenses allocable to qualified sick leave wages . . . . . 19

20 Qualified health plan expenses allocable to qualified family leave wages . . . . . 20

21 Qualified wages for the employee retention credit . . . . . 21

22 Qualified health plan expenses allocable to wages reported on line 21 . . . . . 22

23 Credit from Form 5884-C, line 11, for this quarter . . . . . 23

24 Reserved for future use . . . . . 24

25 Reserved for future use . . . . . 25

**Part 4:** May we speak with your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name and phone number

Select a 5-digit personal identification number (PIN) to use when talking to the IRS.

☐ ☐ ☐ ☐ ☐

☒ No.

**Part 5:** Sign here. You MUST complete all three pages of Form 941 and SIGN it.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

**X**Sign your  
name hereREFERENCE COPY PREPARED BY PAYCHEX  
DO NOT FILEPrint your  
name herePrint your  
title here

Date

Best daytime phone

**Paid Preparer Use Only**Check if you're self-employed . . . . . ☐

Preparer's name

PTIN

Preparer's signature

Date

Firm's name (or yours  
if self-employed)

EIN

Address

Phone

City

State

ZIP code

30



2465 Mercer Ave, Suite 303  
West Palm Beach, FL 33401

09/29/2021

**RE: Goelet Properties - West Palm Beach, FL 33409 – SDAP**

Dear WCRA,

We are reaching out as a small developer in Palm Beach County. We have been operating in West Palm Beach since 2015 and specialize in providing affordable housing for the population of the area. You may remember us back in February 2019 when we presented and got approval to purchase your former parcel off Genessee Ave, where we built two new single-family residences. We have since then built six of our Andre Model in the Westgate Area over the past year, and are adding two more on our sites located at 2811 & 2810 Saranac Ave this month. We are also integrating a new product in the area; the “single-family alternative”, which are fee simple houses built in the original 25’ lots from the Westgate Estates plat. We currently have 18 of this model in the works, for a total of 26 NEW housing in the WCRA from our team. We consider ourselves the *Single-Family* leader in the area, opening doors for more developer to follow our path. We receive positive feedback about our work from Westgate resident and potential builders/developer on a monthly basis.

This application is in regards to the South phase of our “Goelet Properties”; a 14 contiguous single family located between Saginaw and Saranac Ave at the intersection of Osceola Dr, just across the Westgate Elementary School. We are applying for the \$35,000 (\$5,000 per dwelling) maximum allowance from the Site Development Assistance Program fund in order to help with the development of 7 of those properties. As of today, the total retail value of this project is 4.0m, and our company’s projected revenue for FY2021 is 5.8m, FY2022 is 4.8m and FY2023 = 4.8m.

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## Project Narrative

The "Goelet Properties" consists of a 1-acre site measuring 278.78' x 230' that used to have an old house on it, which has been demolished for a long time. The land was abandoned and highly overgrown when we acquired the parcel back in February 2019. A WCRAO Zoning Code Amendment a couple months later allowed to build on the original platted 25' lots. We therefore went thru the subdivision process with PBC Zoning and Land Development. Fortunately, we were able to revert to the antiquated platted subdivision, leaving us with 14 buildable lots; 7 off Saginaw and 7 off Saranac Ave. As of today, 6 homes out of the 14 have been completed and delivered. We currently have the remaining 8 under construction and expect completion and delivery by year end, all of them to first-time homebuyers. Please note that our pricing for the second phase had to go up due to a substantial increase in construction costs, as well as general market demand appreciation. Our second phase pricing ranges from \$299,900 - \$319,900 for our corner lots. Currently 12 out of our 14 properties have been sold or are under contract.

Our Goelet model (named by former land owner Gloria C. Goelet) is a 3-bedroom, 2 baths dwelling structure. It has 1,175 SF under air, and a total of 1,274 SF under roof including the covered front entry and back patio. The architecture and finishes are modern, compatible and meeting today's buyer's demand and taste. This model was specifically developed by us to accommodate a narrow site; it is built along the lot length, yet still offering full commodities of a "regular" home. All of our homes are CBS construction, impact rated glass, tankless water heater, modern finishes, 42" cabinets with Dallas White granite stone, pavers driveway, stainless steel appliances, and so many more standard features that are not being charged as extra. The Goelet Properties are consistent with what is allowed by the NRM Sub-Area Property Development Regulations of the Land Development and Florida Building Code.

We understand that the SDAP has some eligible and ineligible expenses, all subject to Board's approval. As per the guidelines, the following elements are eligible; Pre-Development Expenses (site design, architecture, engineering, entitlement and permitting), Landscaping Expenses, Exterior Stucco, Installation of Parking Areas (stone pavers used in our case) and




Exterior Windows upgrade (full hurricane impact windows and doors). We plan on using the grant for Pre-Development expenses; entitlement and permitting, as we had to improve the sewer and water infrastructure for our site in order to accommodate the higher density, a lengthy, tedious and costly process. Those improvements alone costed us around \$200,000.

We are including with this application a breakdown of our construction budget – which has greatly increased since our first phase, visual from completed dwelling, a copy of the floor plan & elevations, building permits and warranty deed confirming our ownership. We trust that this complete application will be acceptable for the WCRA members and their Board for grand approval. We have been very involved in the Westgate area over the past 3 years, making the community better and providing much needed affordable housing to its residents.

Do not hesitate to contact us with any questions.

Best regards,



**Philippe O Boucher, Founder and Manager.**

**SITE DEVELOPMENT ASSISTANCE PROGRAM APPLICATION**

Applicant Name: Philippe O Boucher, Manager

Business Name: DPE Homes LLC

Business Address: 2465 Mercer Ave, Suite 303

West Palm Beach, FL 33401

Mailing Address (if different than above): \_\_\_\_\_

Phone: 561-536-6145

Email: info@elitecapdev.com

Website: www.dpehomesrealty.com

Property Control Number (PCN#): 00-43-43-30-03-052-0540 + \*055 + \*056 + \*057 + \* 058 + \*059 + \*060

EIN#: DPE Homes LLC (disregarded entity) - 61-1914160 / Elite Capital Development Inc. - 81-0771126

Applicant's business/development site is:  
(attach copy of multi-year lease or warranty deed)

☒ Owned ☐ Leased

Applicant's project includes: (check all that apply)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Exterior Lighting                            | <input type="checkbox"/> Landscaping      | <input type="checkbox"/> Roof Repair                 |
| <input type="checkbox"/> Commercial Parking                           | <input type="checkbox"/> Exterior Signage | <input checked="" type="checkbox"/> New Construction |
| <input type="checkbox"/> Expansion/Renovation of an existing building |   |  |

Project Budget:

1. Interior Renovations/Improvements: \$ \_\_\_\_\_
2. Exterior Renovations/Improvements: \$ \_\_\_\_\_
3. Pre-development/Permitting: \$ \_\_\_\_\_
4. Total Project Budget: \$ ~~3,415,790~~ 3,415,790

Are you applying for grant assistance under any other program offered by the CRA: Yes ☐ No ☒

If so, what other programs are you applying for: \_\_\_\_\_

Have you been approved for funding by the CRA Board: Yes ☒ No ☐ If so, amount: \$ 45,000 ?

***Please read the section below carefully. After you have read the entire application, sign the form below and submit your completed application to the CRA offices.***

I, the undersigned, being a principal of the business applying for assistance under the Site Development Assistance Program, certify that the business in the Westgate/Belvedere Homes Community Redevelopment Area within the unincorporated area of Palm Beach County.

I understand that the CRA may, at its sole discretion, discontinue subsidy payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or no longer furthers the Westgate CRA Community Redevelopment Plan.

I understand that this application is not a guarantee of assistance. Should my application be approved, I understand that I am committing to completing the project I have represented in this application and obtaining a Certificate of Occupancy or the necessary satisfactory inspection notices signifying that the work has been done in accordance with County ordinances and codes. I agree to obtain all necessary County or other governmental or State approvals and/or licenses prior to beginning any work. Failure to do so may jeopardize my ability to receive reimbursement under this grant program.

I understand that the project represented in this application must receive CRA Board approval before the work is completed in order to be eligible for reimbursement.

I have read this program brochure in its entirety and by signing below accept the terms of the program as represented in this brochure. I understand that if this application is submitted incomplete, it will not be processed.



Applicant's Signature

Philippe O Boucher

Printed Name

09/10/2021

Date

### **APPLICATION CHECKLIST**

The completed application must include the following items prior to processing:

- ☒ Signed and completed application form
- ☒ Business Plan or Executive Summary, including a narrative describing the business, its operations, its business principles, impact on the community, and potential for area resident employment
- ☒ Detailed 3-year budget projections of revenues and expenses
- ☒ Historical financials for the past three years, in a sealed envelope (existing businesses only)
- ☒ Copy of multi-year lease (including expressed permission from landlord to make changes as outlined in the project) or copy of Warranty Deed showing property ownership
- ☒ Narrative description of entire project, broken down into interior and exterior improvements and/or renovations, including financing sources
- ☒ Detailed breakdown of exterior renovations and improvements for which reimbursement is being requested under the grant program.

-----  
**OFFICE USE ONLY:**

Pre-application meeting date: \_\_\_\_\_ Meets eligibility requirements: Yes ☐ No ☐

CRA Board meeting date: \_\_\_\_\_ Recommend Board approval: Yes ☐ No ☐

Application notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ CRA staff initials: \_\_\_\_\_

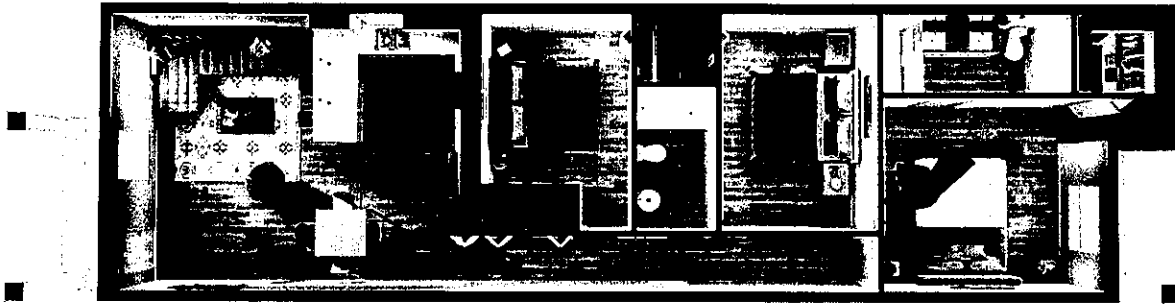
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### **GOELET MODEL**

**3/2 Single Family with 1,175 under air and 1,274 under roof. No HOA!**

























## NEW CONSTRUCTION BUDGET

Goelet Model

Goelet Properties, West Palm Beach, FL 33409

### DEVELOPMENT COSTS

Architctecture	\$	3,500
Land & Preparation	\$	35,000
Infrastructure	\$	14,285
Surveying	\$	2,200
<b>Sub-Total</b>	<b>\$</b>	<b>54,985</b>

### SOFT COSTS

Water & Sewer	\$	7,800
Impact Fees	\$	9,200
<b>Sub-Total</b>	<b>\$</b>	<b>17,000</b>

### CONSTRUCTION COSTS

Footing and Slab	\$	15,000
Labor	\$	6,500
Materials	\$	8,500
Beams and Columns	\$	12,000
Labor	\$	7,000
Materials	\$	7,000
Rough Carpentry	\$	18,500
Labor	\$	6,500
Materials	\$	12,000
Roof	\$	12,000
Plumbing	\$	11,750
Electrical	\$	14,250
HVAC	\$	11,200
Windows and Doors	\$	13,000

Labor	\$	5,500
Materials	\$	7,500
Framing, Drywall and Insulation	\$	<b>17,000</b>
Labor	\$	7,500
Materials	\$	9,500
Lath and Stucco	\$	<b>10,000</b>
Labor	\$	5,500
Materials	\$	4,500
Flooring	\$	<b>11,500</b>
Labor	\$	6,000
Materials	\$	5,500
Kitchen	\$	<b>13,000</b>
Labor	\$	5,500
Materials	\$	7,500
Bathrooms	\$	<b>9,000</b>
Labor	\$	4,500
Materials	\$	4,500
Appliances	\$	<b>3,800</b>
Landscape & Pavers	\$	<b>8,500</b>
Painting	\$	<b>7,500</b>
Fixtures	\$	<b>5,700</b>
<b>Sub-Total</b>	<b>\$</b>	<b>193,700</b>
<b>TOTAL COSTS</b>	<b>\$</b>	<b>265,685</b>



**Palm Beach County Water Utilities Department  
Administration Building - Contract Management  
8100 Forest Hill Blvd, West Palm Beach FL 33413-3336  
(561) 493-6056, (561) 493-6057, & (561) 493-6058**

**Palm Beach County  
Water Utilities**

**Name:** DPE HOMES LLC

**Quote #:** 141729

**Mailing Address:**

**Quote Date:** 05/12/2021

**Date Entered:** 05/12/2021

**Contact Person:**

**Phone #:**

**Subdivision:** DPE HOMES/SAGINAW AVENUE & SARANAC AVE///

**WUD#** 20-578

**Agreement#/ServiceType/RateTable:**

Lot/Bl/Bldg/Bay	Description	Portable Water	Waste Water	Reclaimed Water	Total
	INSTALLATION FEE				
0024/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0025/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0026/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0027/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0028/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0029/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0030/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0054/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0055/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0056/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0057/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0058/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00

Payment of this invoice, and acceptance of the payment by the Department, does not constitute a guarantee of meter installation or utility service. Meters will not be released for installation until all of the Department's conditions of approval have been met. For questions regarding construction inspection approvals contact Joe Tanacredi @ (561) 493-6088. For questions regarding engineering approvals contact Jackie Michels @ (561) 493-6116.

**Palm Beach County Water Utilities Department  
Administration Building - Contract Management  
8100 Forest Hill Blvd, West Palm Beach FL 33413-3336  
(561) 493-6056, (561) 493-6057, & (561) 493-6058**

**Palm Beach County  
Water Utilities**

**Name:** DPE HOMES LLC

**Quote #:** 141729

**Mailing Address:**

**Quote Date:** 05/12/2021

**Date Entered:** 05/12/2021

**Contact Person:**

**Phone #:**

**Subdivision:** DPE HOMES/SAGINAW AVENUE & SARANAC AVE///

**WUD#** 20-578

Lot/Bl/Bldg/Bay	Description	Portable Water	Waste Water	Reclaimed Water	Total
	<b>INSTALLATION FEE</b>				
0059/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0060/000//	METER DROP FEE	\$280.00	\$0.00	\$0.00	\$280.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
<b>Installation Fee Total:</b>					<b>\$3,920.00</b>
<b>Franchise Fee:</b>					<b>\$0.00</b>
	<b>CONNECTION FEE</b>				
0024/000//	CONNECTION FEE	\$2,720.00	\$1,980.00	\$0.00	\$4,700.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0025/000//	CONNECTION FEE	\$2,720.00	\$1,980.00	\$0.00	\$4,700.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0026/000//	CONNECTION FEE	\$2,720.00	\$1,980.00	\$0.00	\$4,700.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0027/000//	CONNECTION FEE	\$2,720.00	\$1,980.00	\$0.00	\$4,700.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
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**WUD#** 20-578

Lot/Bl/Bldg/Bay	Description	Portable Water	Waste Water	Reclaimed Water	Total
	<b>CONNECTION FEE</b>				
0057/000//	CONNECTION FEE	\$2,720.00	\$1,980.00	\$0.00	\$4,700.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0058/000//	CONNECTION FEE	\$2,720.00	\$1,980.00	\$0.00	\$4,700.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0059/000//	CONNECTION FEE	\$2,720.00	\$1,980.00	\$0.00	\$4,700.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0060/000//	CONNECTION FEE	\$2,720.00	\$1,980.00	\$0.00	\$4,700.00
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
<b>Connection Fee Total:</b>					<b>\$65,800.00</b>
<b>Franchise Fee:</b>					<b>\$0.00</b>
	<b>GUARANTEED REVENUE FEE</b>				
0024/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0025/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0026/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
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	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0029/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
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Lot/Bl/Bldg/Bay	Description	Portable Water	Waste Water	Reclaimed Water	Total
	<b>GUARANTEED REVENUE FEE</b>				
0055/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0056/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0057/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0058/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0059/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00
0060/000//	GUARANTEED REVENUE	\$1,373.40	\$1,326.00	\$0.00	\$2,699.40
	FRANCHISE FEE	\$0.00	\$0.00	\$0.00	\$0.00

Guaranteed Revenue Fee Total: **\$37,791.60**

Franchise Fee: **\$0.00**

Invoice Total: **\$107,511.60**

Lot/Bl/Bldg/Bay	Lot Owner	Lot Address	Meter Size	Meter Type	# Units	Service Type
0030/000//		2602 SAGINAW AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0054/000//		3429 SARANAC AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0057/000//		3417 SARANAC AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0059/000//		3409 SARANAC AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0024/000//		2626 SAGINAW AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0055/000//		3425 SARANAC AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined

Payment of this invoice, and acceptance of the payment by the Department, does not constitute a guarantee of meter installation or utility service. Meters will not be released for installation until all of the Department's conditions of approval have been met. For questions regarding construction inspection approvals contact Joe Tanacredi @ (561) 493-6088. For questions regarding engineering approvals contact Jackie Michels @ (561) 493-6116.

**Palm Beach County Water Utilities Department  
Administration Building - Contract Management  
8100 Forest Hill Blvd, West Palm Beach FL 33413-3336  
(561) 493-6056, (561) 493-6057, & (561) 493-6058**

**Palm Beach County  
Water Utilities**

**Name:** DPE HOMES LLC

**Quote #:** 141729

**Mailing Address:**

**Quote Date:** 05/12/2021

**Date Entered:** 05/12/2021

**Contact Person:**

**Phone #:**

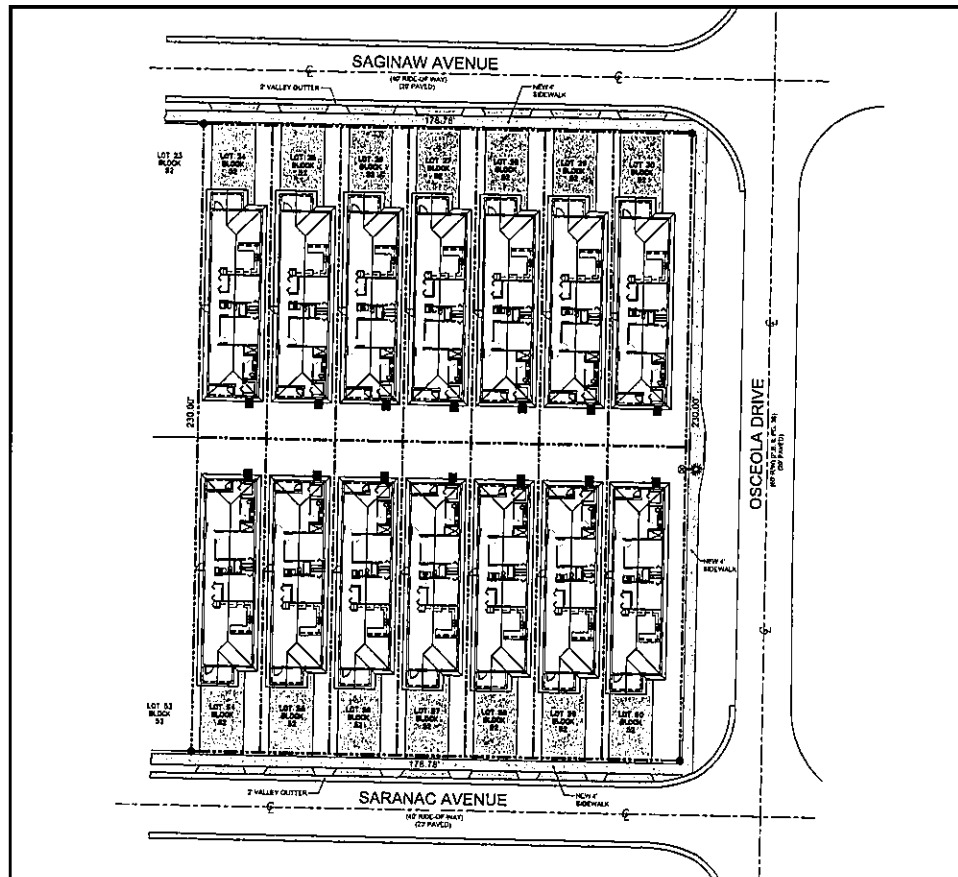
**Subdivision:** DPE HOMES/SAGINAW AVENUE & SARANAC AVE///

**WUD#** 20-578

Lot/BI/Bldg/Bay	Lot Owner	Lot Address	Meter Size	Meter Type	# Units	Service Type
0027/000//		2614 SAGINAW AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0028/000//		2610 SAGINAW AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0029/000//		2606 SAGINAW AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0056/000//		3421 SARANAC AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0025/000//		2622 SAGINAW AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0058/000//		3413 SARANAC AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0026/000//		2618 SAGINAW AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined
0060/000//	DPE HOMES LLC	3405 SARANAC AVE	5/8 x 3/4	SINGLE FAMILY	1	Combined

Payment of this invoice, and acceptance of the payment by the Department, does not constitute a guarantee of meter installation or utility service. Meters will not be released for installation until all of the Department's conditions of approval have been met. For questions regarding construction inspection approvals contact Joe Tanacredi @ (561) 493-6088. For questions regarding engineering approvals contact Jackie Michels @ (561) 493-6116.

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01  
SCALE 1/8" = 1'-0"

PROPOSED MASTER SITE PLAN



**ADKK CONSULTING**  
ARCHITECTS & ENGINEERS  
111 EAST BAY STREET, SUITE 200  
WEST PALM BEACH, FL 33411  
TEL: 561.833.1111  
FAX: 561.833.1112  
C.O.A.# 12345

PROJECT NO. 2020-0001  
DATE: 4-30-2020  
SCALE: AS SHOWN  
DRAWN BY: JH  
CHECKED BY: DMS  
PROJECT # 20-0001

NOT FOR CONSTRUCTION  
REVISIONS  
1. DATE: 05/07/2020  
REVISIONS

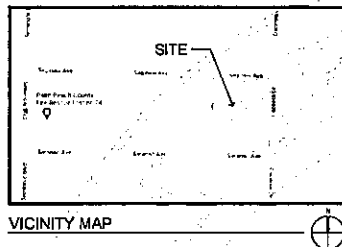
DPEO HOMES INC.  
COTTAGE HOMES  
MASTER SITE  
WEST PALM BEACH, FL 33405  
SITE PLAN

DATE: 4-30-2020  
SCALE: AS SHOWN  
DRAWN BY: JH  
CHECKED BY: DMS  
PROJECT # 20-0001

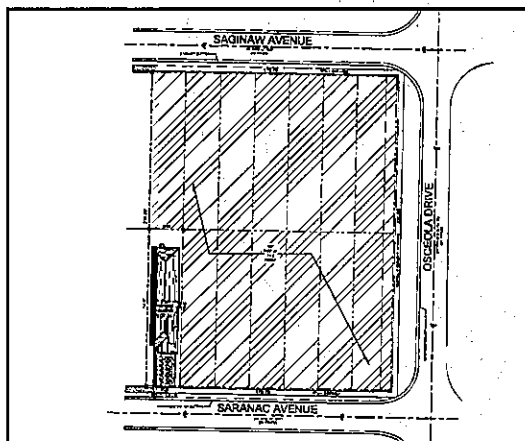
S-1

01 of 1

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## ABBREVIATIONS

[illegible]

## SITE LOCATION

## BUILDING CODE ANALYSIS

THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES AND STANDARDS.

- [illegible]

**LOT COVERAGE**

9,374 ÷ 2.87% = 0.6431 = 64.31% TOTAL COVERAGE PROPOSED

## AREA CALCULATIONS

AC SPACE	1,178 S.F.
COVERED ENTRY PORCH	68 S.F.
COVERED PATIO	33 S.F.
TOTAL UNDER ROOF	1,279 S.F.

### SITE TABULAR DATA

ADDRESS: 2446 SHARPING AVENUE,  
WEST PALM BEACH FL.

MUNICIPALITY: UNINCORPORATED PALM BEACH COUNTY

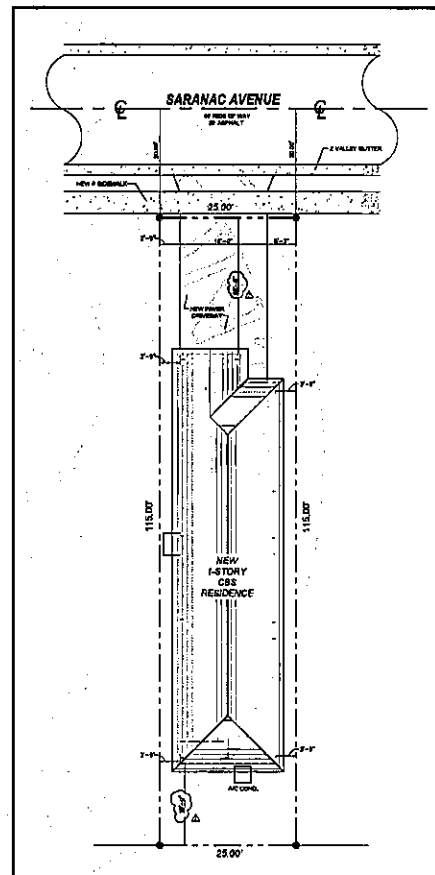
ADDRESS: 1878 NW 11, FT. W. 399 ACRES

USE CODE: RESIDENTIAL

LEGAL DESCRIPTION:  
LOT 34, BLOCK 52, WEST PALM BEACHES - NORTHERN SECTION  
ACCORDING TO THE MAP OF PLAT THEREOF, AS RECORDED  
IN PLAT BOOK 100, PAGE 10 OF THE PUBLIC RECORDS OF PALM  
BEACH COUNTY, FLORIDA.

PH: 561-43-8941-894999

PLCOT ZONE: 1A 12.5 FEET



## PROPOSED SITE PLAN



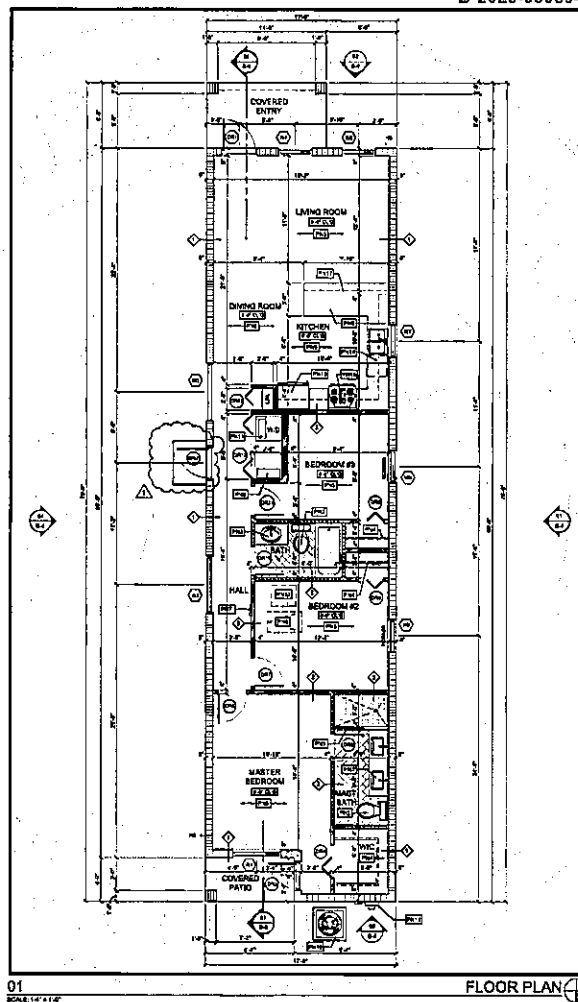


ALL WINDOWS TO YOUR AREA'S EXTERIOR MUST BE PROGRAMMED AS FOLLOWS:									
NO.	DESCRIPTION	TYPE	GLASS	WALL TYPE	PERIM.	PG-102	PG-103	PG-104	PG-105
01	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
02	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
03	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
04	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
05	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
06	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
07	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
08	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
09	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
10	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
11	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
12	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
13	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
14	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
15	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
16	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
17	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
18	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
19	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
20	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
21	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
22	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
23	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
24	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
25	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
26	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
27	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
28	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
29	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
30	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
31	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
32	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
33	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
34	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
35	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
36	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
37	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
38	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
39	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
40	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
41	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
42	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
43	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
44	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
45	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
46	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
47	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
48	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
49	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150
50	10' x 12' glass	Single	1/2" Clear	CMU	1/2" x 12"	150	150	150	150

NOTE: ALL WINDOWS DOORS AND GLASS PANELS MUST BE PROGRAMMED IN ACCORDANCE WITH THE WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. THE WINDOW SCHEDULE ACCESSORY STRUCTURE IS A SCHEDULE OF WINDOW SCHEDULE ACCESSORY STRUCTURE. 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NOTE: CONTRACTOR SHALL PROVIDE BLOWN DOOR TEST COMPLIANCE REPORT AT FINAL SUBSEID INSPECTION with copy of test certification required per FBO-BC-4482.1.3. If the DO is less than 2000-cubic centimeters is required.

ELECTRICAL, MECHANICAL,  
PLUMBING AND GAS SHALL  
CONFORM TO CURRENTLY  
ADOPTED PALM BEACH  
COUNTY CODES AND  
AMENDMENTS



### WALL LEGEND

- [illegible]

### AREA CALCULATIONS

AVG BR/AGE	1.778
GOVERNED ENTRY MONTH	96.3
GOVERNED PATIO	3.3
TOTAL UNDER ADOF	1.274

## PLAN KEYNOTES

- [illegible]

[illegible]

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**INSPECTIONS**  
 (561) 355-2222 Automated Schedule  
 (888) 236-3807 Toll Free  
 (561) 233-5170 During Business Hours  
 OPEN MONDAY THRU FRIDAY 8:00 AM TO 4:30 PM



**PALM BEACH COUNTY  
 PLANNING, ZONING & BUILDING DEPARTMENT**

**BUILDING DIVISION**

Visit us at [www.pbcgov.com/PZB/Building](http://www.pbcgov.com/PZB/Building) to view Application Tracking, Inspection History and Contractor Information.

**BUILDING/SITE REVIEW PERMIT**

PERMIT	VIOLATION	STATE SURCHARGES	FIRE REVIEW	ROADS	PARKS
2074.50	0	51.87	0.00	4717.00	734.28

LIBRARIES	SCHOOLS	FIRE	PUBLIC BLDGS	LAW ENFORCEMENT	ERM
185.76	4330.00	276.00	170.54	128.15	0.00

HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1	01000-668	2011-374	77	#####

PRIMARY PERMIT	APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION  Single-Family Dwelling Detached  New single family residence.
B-2020-050880-0000	12/30/2020	X,AE		CBC-1261168	
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER		INSP AREA	
		00-43-43-30-03-052-0590		004	

PRINTED DATE	SITE PLAN SQUARE FOOTAGE	GROSS SQUARE FOOTAGE	VALUE
05/06/2021	1383	1383	122450.00

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. (F. S. 713.135)**

**NO REFUNDS ON PERMIT FEES \$100.00 OR LESS OR AFTER FIRST INSPECTION IS MADE. NO REFUNDS AFTER 180 DAYS.**

Construction lien information and notarization is required of Owner/Agent and Contractor signature is required when the aggregate value (total cost of all improvements and not just work authorized by the individual permit) is over \$2,500 or over \$7,500 on mechanical work.

IN ACCORDANCE WITH 553.79, F.S. THIS IS TO ADVISE YOU OF YOUR RESPONSIBILITY TO COMPLY WITH ALL ASBESTOS REGULATIONS INCLUDING NOTIFICATION REQUIREMENTS WHICH CAN BE FOUND IN CHAPTER 469 FLORIDA STATUTES. CONTACT PALM BEACH COUNTY HEALTH DEPARTMENT, ASBESTOS PROGRAM COORDINATOR AT (561) 837-5900 FOR FURTHER INFORMATION.

\*\*\* Track progress, and get essential details on permits and inspections when you visit us at [www.pbcgov.com/pzb/building](http://www.pbcgov.com/pzb/building). \*\*\*

In accordance with Part IV, 373 F.S. and Chapter 62-330, F.A.C., any work in wetlands or other surface waters may require authorization from the Florida Department of Environmental Protection (FDEP) or South Florida Water Management District (SFWMD). Please call FDEP's Southeast District at 561-681-6600 or the SFWMD at 561-686-8800 with questions regarding wetlands.

\*\*\*CALL BEFORE YOU DIG\*\*\*

CALL 811 OR VISIT [HTTP://WWW.SUNSHINE.COM](http://WWW.SUNSHINE.COM) BEFORE YOU DIG PURSUANT TO CHAPTER 556 FLORIDA STATUTES IN ORDER TO COMPLY WITH THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT

NO DEVIATIONS FROM THIS PERMIT MAY BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION.

OWNER: DPE Homes LLC

CONTRACTOR/COMPANY NAME: Meticulous Services

CONTRACTORS' PHONE NUMBER: 561-201-2430

PROPERTY ADDRESS: 3409 Saranac Ave, West Palm Beach, 33409

SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Vanduser, Kathleen F  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

**NOTICE: This permit and any permitted plans must be available to the Inspector at the time of inspection to receive a passed inspection**

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B-2020-050880-0000



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2020-050880-0000

BUILDING							
FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
ELECTRICAL		PLUMBING		MECHANICAL		FIRE	SITE
TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

**CONDITIONS OF PERMIT**

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<b>INSPECTIONS</b>	
(561) 355-2222 AUTOMATED	
(888) 236-3807 TOLLFREE	
(561) 233-5170 DURING BUSINESS HOURS	WWW.PBCGOV.COM/PZB/BUILDING
NEXT BUSINESS DAY SERVICE	

SEE FRONT OF FORM FOR PERMIT INFORMATION

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 (561) 355-2222 Automated Schedule  
 (888) 236-3807 Toll Free  
 (561) 233-5170 During Business Hours  
 OPEN MONDAY THRU FRIDAY 8:00 AM TO 4:30 PM



**PALM BEACH COUNTY  
 PLANNING, ZONING & BUILDING DEPARTMENT**

**BUILDING DIVISION**

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**BUILDING/SITE REVIEW PERMIT**

PERMIT	VIOLATION	STATE SURCHARGES	FIRE REVIEW	ROADS	PARKS			
2074.50	0	51.87	0.00	4717.00	734.28			
LIBRARIES	SCHOOLS	FIRE	PUBLIC BLDGS	LAW ENFORCEMENT	ERM			
185.76	4330.00	276.00	170.54	128.15	0.00			
HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1	01000-668	2011-374	7 7	#####, #####
PRIMARY PERMIT	APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION			
B-2020-050881-0000	12/30/2020	X,AE		CBC-1261168	Single-Family Dwelling Detached			
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER			INSP AREA	Single Family House		
		00-43-43-30-03-052-0580			004			
PRINTED DATE	SITE PLAN SQUARE FOOTAGE		GROSS SQUARE FOOTAGE		VALUE			
05/17/2021	1274		1274		122450.00			

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. (F. S. 713.135)**

**NO REFUNDS ON PERMIT FEES \$100.00 OR LESS OR AFTER FIRST INSPECTION IS MADE. NO REFUNDS AFTER 180 DAYS.**

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IN ACCORDANCE WITH 553.79, F.S. THIS IS TO ADVISE YOU OF YOUR RESPONSIBILITY TO COMPLY WITH ALL ASBESTOS REGULATIONS INCLUDING NOTIFICATION REQUIREMENTS WHICH CAN BE FOUND IN CHAPTER 469 FLORIDA STATUTES. CONTACT PALM BEACH COUNTY HEALTH DEPARTMENT, ASBESTOS PROGRAM COORDINATOR AT (561) 837-5900 FOR FURTHER INFORMATION.

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\*\*\*CALL BEFORE YOU DIG\*\*\*

CALL 811 OR VISIT [HTTP://WWW.SUNSHINE.COM](http://WWW.SUNSHINE.COM) BEFORE YOU DIG PURSUANT TO CHAPTER 556 FLORIDA STATUTES IN ORDER TO COMPLY WITH THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT

NO DEVIATIONS FROM THIS PERMIT MAY BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION.

OWNER: DPE Homes LLC

CONTRACTOR/COMPANY NAME: Meticulous Services

CONTRACTORS' PHONE NUMBER: 561-201-2430

PROPERTY ADDRESS: 3413 Saranac Ave, West Palm Beach, 33409

SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Russo, Lynn M  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

**NOTICE: This permit and any permitted plans must be available to the Inspector at the time of inspection to receive a passed inspection**

B-2020-050881-0000

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**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2020-050881-0000

BUILDING							
FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date

ELECTRICAL		PLUMBING		MECHANICAL		FIRE	SITE
TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

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(561) 355-2222 AUTOMATED

(888) 236-3807 TOLLFREE

(561) 233-5170 DURING BUSINESS HOURS

NEXT BUSINESS DAY SERVICE

[WWW.PBCGOV.COM/PZB/BUILDING](http://WWW.PBCGOV.COM/PZB/BUILDING)

SEE FRONT OF FORM FOR PERMIT INFORMATION

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 (561) 355-2222 Automated Schedule  
 (888) 236-3807 Toll Free  
 (561) 233-5170 During Business Hours  
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**PALM BEACH COUNTY  
 PLANNING, ZONING & BUILDING DEPARTMENT**

**BUILDING DIVISION**

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**BUILDING/SITE REVIEW PERMIT**

PERMIT	VIOLATION	STATE SURCHARGES	FIRE REVIEW	ROADS	PARKS
2074.50	0	51.87	0.00	4717.00	734.28

LIBRARIES	SCHOOLS	FIRE	PUBLIC BLDGS	LAW ENFORCEMENT	ERM
185.76	4330.00	276.00	170.54	128.15	0.00

HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1	01000-668	2011-374	77	#####

PRIMARY PERMIT	APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION
B-2020-050884-0000	12/30/2020	X,AE		CBC-1261168	
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER		INSP AREA	
		00-43-43-30-03-052-0570		004	

PRINTED DATE	SITE PLAN SQUARE FOOTAGE	GROSS SQUARE FOOTAGE	VALUE
05/13/2021	1274	1274	122450.00

Single-Family Dwelling Detached

New single family dwelling.

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CONTRACTOR/COMPANY NAME: Meticulous Services

CONTRACTORS' PHONE NUMBER: 561-201-2430

PROPERTY ADDRESS: 3417 Saranac Ave, West Palm Beach, 33409

SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Russo, Lynn M  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

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B-2020-050884-0000



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2020-050884-0000

BUILDING							
FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
ELECTRICAL PLUMBING MECHANICAL FIRE SITE							
TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

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(888) 236-3807 TOLLFREE	
(561) 233-5170 DURING BUSINESS HOURS	WWW.PBCGOV.COM/PZB/BUILDING
NEXT BUSINESS DAY SERVICE	

SEE FRONT OF FORM FOR PERMIT INFORMATION

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 (888) 236-3807 Toll Free  
 (561) 233-5170 During Business Hours  
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**PALM BEACH COUNTY  
 PLANNING, ZONING & BUILDING DEPARTMENT**

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**BUILDING/SITE REVIEW PERMIT**

PERMIT	VIOLATION	STATE SURCHARGES	FIRE REVIEW	ROADS	PARKS
2074.50	0	51.87	0.00	4717.00	734.28

LIBRARIES	SCHOOLS	FIRE	PUBLIC BLDGS	LAW ENFORCEMENT	ERM
185.76	4330.00	276.00	170.54	128.15	0.00

HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1	01000-668	2011-374	77	#####

PRIMARY PERMIT	APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION
B-2020-050890-0000	12/30/2020	X,AE		CBC-1261168	
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER		INSP AREA	
		00-43-43-30-03-052-0560		004	
					Single Family Dwelling Detached
					Single Family House
PRINTED DATE	SITE PLAN SQUARE FOOTAGE	GROSS SQUARE FOOTAGE		VALUE	
05/17/2021	1274	1274		122450.00	

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OWNER: DPE Homes LLC

CONTRACTOR/COMPANY NAME: Meticulous Services

CONTRACTORS' PHONE NUMBER: 561-201-2430

PROPERTY ADDRESS: 3421 Saranac Ave, West Palm Beach, 33409

SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Vanduser, Kathleen F  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

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B-2020-050890-0000



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2020-050890-0000

**BUILDING**

FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	DW-SW	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date

**ELECTRICAL**

**PLUMBING**

**MECHANICAL**

**FIRE**

**SITE**

TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

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185.76	4330.00	276.00	170.54	128.15	0.00

HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1	01000-668	2011-374	7 7	#####

PRIMARY PERMIT	APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION  Single-Family Dwelling Detached   Single Family House
B-2020-050893-0000	12/30/2020	X,AE		CBC-1261168	
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER		INSP AREA	
		00-43-43-30-03-052-0550		004	

PRINTED DATE	SITE PLAN SQUARE FOOTAGE	GROSS SQUARE FOOTAGE	VALUE
05/17/2021	1274	1274	122450.00

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BAY/SUITE#:

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 ISSUING CLERK

Doug Wise  
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67

B-2020-050893-0000



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2020-050893-0000

**BUILDING**

FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date

**ELECTRICAL**

**PLUMBING**

**MECHANICAL**

**FIRE**

**SITE**

TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

**CONDITIONS OF PERMIT**

As evidenced by the permittee's signature on the Permit Application, and in consideration for granting this permit, it is agreed that in all respects the work will be performed in accordance with the permitted plans and the applicable codes for Palm Beach County, Florida. This permit may be Revoked at any time upon the violation of any of the provisions of said Laws, Ordinances, Rules, Regulations, Policies and Procedures. Issuance of this permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state or federal permits must be obtained before any development is commenced.

**TIME LIMITATION**

This Permit becomes inactive if the work authorized is not inspected within 6 months from the date it was issued, or if at any time there is more than a 6-month lapse between inspections. No work may occur without an active Permit. Inactive permits may be renewed upon application and payment of required fees (including any increases in fees that have occurred since original issuance), and may be required to meet updated codes.

**RESTRICTIONS**

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

**INSPECTIONS**

(561) 355-2222 AUTOMATED

(888) 236-3807 TOLLFREE

(561) 233-5170 DURING BUSINESS HOURS

NEXT BUSINESS DAY SERVICE

[WWW.PBCGOV.COM/PZB/BUILDING](http://WWW.PBCGOV.COM/PZB/BUILDING)

SEE FRONT OF FORM FOR PERMIT INFORMATION

68

**INSPECTIONS**  
 (561) 355-2222 Automated Schedule  
 (888) 236-3807 Toll Free  
 (561) 233-5170 During Business Hours  
 OPEN MONDAY THRU FRIDAY 8:00 AM TO 4:30 PM



**PALM BEACH COUNTY  
 PLANNING, ZONING & BUILDING DEPARTMENT**

**BUILDING DIVISION**

Visit us at [www.pbcgov.com/PZB/Building](http://www.pbcgov.com/PZB/Building) to view Application Tracking, Inspection History and Contractor Information.

**BUILDING/SITE REVIEW PERMIT**

<b>PERMIT</b>	<b>VIOLATION</b>	<b>STATE SURCHARGES</b>	<b>FIRE REVIEW</b>	<b>ROADS</b>	<b>PARKS</b>
2074.50	0	51.87	0.00	4717.00	734.28

<b>LIBRARIES</b>	<b>SCHOOLS</b>	<b>FIRE</b>	<b>PUBLIC BLDGS</b>	<b>LAW ENFORCEMENT</b>	<b>ERM</b>
185.76	4330.00	276.00	170.54	128.15	0.00

<b>HEALTH</b>	<b>OUTSIDE AGENCY</b>	<b>MISC. FEES</b>	<b>ZONING DEV ORDER #</b>	<b>UNITS</b>	<b>PROJECT#</b>	<b>CONTROL #</b>	<b>COMM. DIST</b>	<b>G.P.S.</b>
0.00	21.00			1	01000-668	2011-374	77	#####

<b>PRIMARY PERMIT</b>	<b>APPL DATE</b>	<b>FLOOD ZONE</b>	<b>FIN. FLR.</b>	<b>CONT CERTIFICATION #</b>	<b>PERMIT DESCRIPTION</b>
B-2020-050894-0000	12/30/2020	X,AE		CBC-1261168	Single-Family Dwelling Detached

<b>SUB PERMIT NO</b>	<b>MASTER NO.</b>	<b>PROPERTY CONTROL NUMBER</b>	<b>INSP AREA</b>
		00-43-43-30-03-052-0540	004

<b>PRINTED DATE</b>	<b>SITE PLAN SQUARE FOOTAGE</b>	<b>GROSS SQUARE FOOTAGE</b>	<b>VALUE</b>
05/14/2021	1274	1274	122450.00

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. (F. S. 713.135)**

**NO REFUNDS ON PERMIT FEES \$100.00 OR LESS OR AFTER FIRST INSPECTION IS MADE. NO REFUNDS AFTER 180 DAYS.**

Construction lien information and notarization is required of Owner/Agent and Contractor signature is required when the aggregate value (total cost of all improvements and not just work authorized by the individual permit) is over \$2,500 or over \$7,500 on mechanical work.

IN ACCORDANCE WITH 553.79, F.S. THIS IS TO ADVISE YOU OF YOUR RESPONSIBILITY TO COMPLY WITH ALL ASBESTOS REGULATIONS INCLUDING NOTIFICATION REQUIREMENTS WHICH CAN BE FOUND IN CHAPTER 469 FLORIDA STATUTES. CONTACT PALM BEACH COUNTY HEALTH DEPARTMENT, ASBESTOS PROGRAM COORDINATOR AT (561) 837-5900 FOR FURTHER INFORMATION.

\*\*\* Track progress, and get essential details on permits and inspections when you visit us at [www.pbcgov.com/pzb/building](http://www.pbcgov.com/pzb/building). \*\*\*

In accordance with Part IV, 373 F.S. and Chapter 62-330, F.A.C., any work in wetlands or other surface waters may require authorization from the Florida Department of Environmental Protection (FDEP) or South Florida Water Management District (SFWMD). Please call FDEP's Southeast District at 561-681-6600 or the SFWMD at 561-686-8800 with questions regarding wetlands.

\*\*\*CALL BEFORE YOU DIG\*\*\*

CALL 811 OR VISIT [HTTP://WWW.SUNSHINE.COM](http://WWW.SUNSHINE.COM) BEFORE YOU DIG PURSUANT TO CHAPTER 556 FLORIDA STATUTES IN ORDER TO COMPLY WITH THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT

NO DEVIATIONS FROM THIS PERMIT MAY BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION.

OWNER: DPE Homes LLC

CONTRACTOR/COMPANY NAME: Meticulous Services

CONTRACTORS' PHONE NUMBER: 561-201-2430

PROPERTY ADDRESS: 3429 Saranac Ave, West Palm Beach, 33409

SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Vanduser, Kathleen F  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

**NOTICE: This permit and any permitted plans must be available to the Inspector at the time of inspection to receive a passed inspection**

B-2020-050894-0000

69



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2020-050894-0000

BUILDING							
FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
ELECTRICAL							
TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

**CONDITIONS OF PERMIT**

As evidenced by the permittee's signature on the Permit Application, and in consideration for granting this permit, it is agreed that in all respects the work will be performed in accordance with the permitted plans and the applicable codes for Palm Beach County, Florida. This permit may be Revoked at any time upon the violation of any of the provisions of said Laws, Ordinances, Rules, Regulations, Policies and Procedures. Issuance of this permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state or federal permits must be obtained before any development is commenced.

**TIME LIMITATION**

This Permit becomes inactive if the work authorized is not inspected within 6 months from the date it was issued, or if at any time there is more than a 6-month lapse between inspections. No work may occur without an active Permit. Inactive permits may be renewed upon application and payment of required fees (including any increases in fees that have occurred since original issuance), and may be required to meet updated codes.

**RESTRICTIONS**

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

<b>INSPECTIONS</b>	
(561) 355-2222 AUTOMATED	
(888) 236-3807 TOLLFREE	
(561) 233-5170 DURING BUSINESS HOURS	<b>WWW.PBCGOV.COM/PZB/BUILDING</b>
NEXT BUSINESS DAY SERVICE	

SEE FRONT OF FORM FOR PERMIT INFORMATION

70



CFN 20190434400

OR BK 31051 PG 1530  
RECORDED 11/26/2019 10:43:25  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1530 - 1531 (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2240 Palm Beach Lakes Blvd.  
Suite 400D  
West Palm Beach, FL 33409

**Parcel Identification Number:**

**Cutout of 00-43-43-30-03-052-0240**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 25 day of November, 2019, between **ELITE CAPITAL & DEVELOPMENT INC.**, a Florida corporation, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of **Palm Beach**, State of **Florida** ("Grantor"), and **DPE HOMES LLC**, a Florida limited liability company, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of **Palm Beach**, State of **Florida** ("Grantee"),

Witnesseth that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to wit:

**Lot 24, Block 52, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

71

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Ramon H. Rodriguez

Witness#2 Name: Jacqueline Brooks

Elite Capital & Development Inc., a Florida corporation

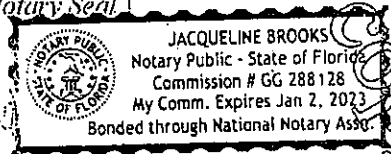
By: Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of NOV, 2019, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.

[ Notary Seal ]



NOTARY PUBLIC, State of Florida

Printed Name: Jacqueline Brooks

My Commission Expires: Jan 2, 2023





CFN 20190434404

OR BK 31051 PG 1538  
RECORDED 11/26/2019 10:43:25  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1538 - 1539; (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2240 Palm Beach Lakes Blvd.  
Suite 400D  
West Palm Beach, FL 33409

**Parcel Identification Number:**

**Cutout of 00-43-43-30-03-052-0240**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 25 day of November, 2019, between **ELITE CAPITAL & DEVELOPMENT INC.**, a Florida corporation, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of **Palm Beach**, State of **Florida** ("Grantor"), and **DPE HOMES LLC**, a Florida limited liability company, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of **Palm Beach**, State of **Florida** ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 54, Block 52, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

73

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name:

Ramon A. Rodriguez

Witness#2 Name:

Jacqueline Brooks

Elite Capital & Development Inc., a Florida corporation

By:

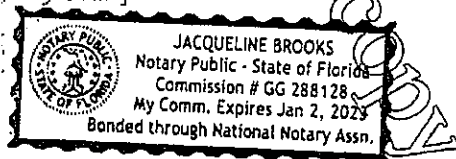
Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Nov, 2019, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.

[ Notary Seal ]



Jacqueline Brooks  
NOTARY PUBLIC, State of Florida

Printed Name: Jacqueline Brooks

My Commission Expires: Jan 02, 2023



CFN 20190434405

OR BK 31051 PG 1540  
RECORDED 11/26/2019 10:43:25  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1540 - 1541; (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2240 Palm Beach Lakes Blvd.  
Suite 400D  
West Palm Beach, FL 33409

**Parcel Identification Number:**

**Cutout of 00-43-43-30-03-052-0240**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 25 day of November, 2019, between **ELITE CAPITAL & DEVELOPMENT INC.**, a Florida corporation, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of **Palm Beach**, State of **Florida** ("Grantor"), and **DPE HOMES LLC**, a Florida limited liability company, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of **Palm Beach**, State of **Florida** ("Grantee"),

Witnesseth that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 55, Block 52, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company. No state documentary stamp taxes are due.**

75

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Ramon A. Rodriguez

Witness#2 Name: Jacqueline Brooks

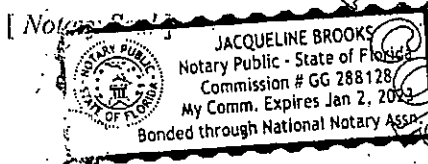
Elite Capital & Development Inc., a Florida corporation

By: Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Nov, 2019, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.



Jacqueline Brooks  
NOTARY PUBLIC, State of Florida  
Printed Name: Jacqueline Brooks  
My Commission Expires: Jan 02, 2023



CFN 20190434406

DR BK 31051 PG 1542  
RECORDED 11/26/2019 10:43:25  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1542 - 1543 (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2240 Palm Beach Lakes Blvd.  
Suite 400D  
West Palm Beach, FL 33409

**Parcel Identification Number:**

**Cutout of 00-43-43-30-03-052-0240**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 25 day of November, 2019, between **ELITE CAPITAL & DEVELOPMENT INC.**, a Florida corporation, whose post office address is 2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409, of the County of Palm Beach, State of Florida ("Grantor"), and **DPE HOMES LLC**, a Florida limited liability company, whose post office address is 2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409, of the County of Palm Beach, State of Florida ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 56, Block 52, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.**  
**No state documentary stamp taxes are due.**

77

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name:

Ramon A. Rodriguez

Witness#2 Name:

Jacqueline Brooks

Elite Capital & Development Inc., a Florida corporation

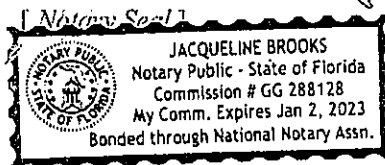
By:

Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Nov, 2019, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.



NOTARY PUBLIC, State of Florida

Printed Name: Jacqueline Brooks

My Commission Expires: Jan 2, 2023



CFN 20190434407

OR BK 31051 PG 1544  
RECORDED 11/26/2019 10:43:25  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1544 - 1545 (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2240 Palm Beach Lakes Blvd.  
Suite 400D  
West Palm Beach, FL 33409

**Parcel Identification Number:**

**Cutout of 00-43-43-30-03-052-0240**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 25 day of November, 2019, between **ELITE CAPITAL & DEVELOPMENT INC.**, a Florida corporation, whose post office address is 2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409, of the County of Palm Beach, State of Florida ("Grantor"), and **DPE HOMES LLC**, a Florida limited liability company, whose post office address is 2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409, of the County of Palm Beach, State of Florida ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 57, Block 52, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

79

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Ramon A. Rodriguez

Witness#2 Name: Jacqueline Brooks

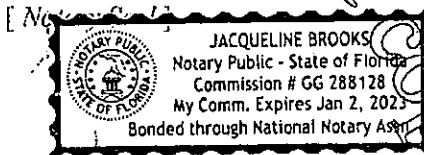
Elite Capital & Development Inc., a Florida corporation

By: Philippe O. Boucher, President

(Corporate Seal)

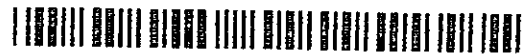
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25th day of NOV, 2019, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.



Jacqueline Brooks  
NOTARY PUBLIC, State of Florida  
Printed Name: Jacqueline Brooks  
My Commission Expires: Jan 2, 2023





CFN 20190434408

OR BK 31051 PG 1546  
RECORDED 11/26/2019 10:43:25  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1546 - 1547; (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2240 Palm Beach Lakes Blvd.  
Suite 400D  
West Palm Beach, FL 33409

**Parcel Identification Number:**

**Cutout of 00-43-43-30-03-052-0240**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 25 day of November, 2019, between **ELITE CAPITAL & DEVELOPMENT INC.**, a Florida corporation, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of Palm Beach, State of Florida ("Grantor"), and **DPE HOMES LLC**, a Florida limited liability company, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of Palm Beach, State of Florida ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 58, Block 52, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

81

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Ramon F. Rodriguez

Witness#2 Name: Jacqueline Brooks

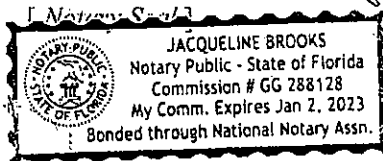
Elite Capital & Development Inc., a Florida corporation

By: Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of NOV, 2019, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.



Jacqueline Brooks  
NOTARY PUBLIC, State of Florida  
Printed Name: Jacqueline Brooks  
My Commission Expires: Jan 02, 2023



CFN 20190434409

OR BK 31051 PG 1548  
RECORDED 11/26/2019 10:43:25  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1548 - 1549; (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2240 Palm Beach Lakes Blvd.  
Suite 400D  
West Palm Beach, FL 33409

**Parcel Identification Number:**

**Cutout of 00-43-43-30-03-052-0240**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 25 day of November, 2019, between **ELITE CAPITAL & DEVELOPMENT INC.**, a Florida corporation, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of **Palm Beach**, State of **Florida** ("Grantor"), and **DPE HOMES LLC**, a Florida limited liability company, whose post office address is **2240 Palm Beach Lakes Boulevard, Suite 400D, West Palm Beach, FL 33409**, of the County of **Palm Beach**, State of **Florida** ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 59, Block 52, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

83

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name:

Ramon A. Rodriguez

Witness#2 Name:

Jacqueline Brooks

Elite Capital & Development Inc., a Florida corporation

By:

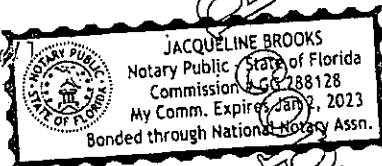
Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25th day of Nov, 2019, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.

[Notary Seal]



NOTARY PUBLIC, State of Florida

Printed Name: Jacqueline Brooks

My Commission Expires: Jan 02, 2023



CFN 20190434410

OR BK 31051 PG 1550  
RECORDED 11/26/2019 10:43:25  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1550 - 1551 (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2240 Palm Beach Lakes Blvd.  
Suite 400D  
West Palm Beach, FL 33409

**Parcel Identification Number:**

**Cutout of 00-43-43-30-03-052-0240**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

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Witnesseth that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

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**Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

85

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Ramon A. Rodriguez

Witness#2 Name: Jacqueline Brooks

Elite Capital & Development Inc., a Florida corporation

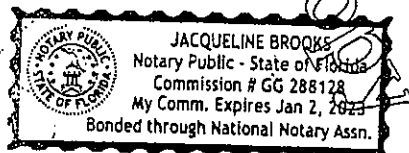
By: Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Nov, 2019, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.

[ Notary Seal ]



Jacqueline Brooks  
NOTARY PUBLIC, State of Florida  
Printed Name: Jacqueline Brooks  
My Commission Expires: Jan 2, 2023

## AGREEMENT BETWEEN PALM BEACH COUNTY

### AND

## WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

**THIS AGREEMENT**, with an effective date of October 1, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **Westgate/Belvedere Homes Community Redevelopment Agency**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, herein after referred to as the "**AGENCY**", having its principal office at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409, and its Federal Tax Identification number as 52-1657361.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accordance with the FY 2021/2022 annual Action Plan, and the Agency, desire to provide the activities specified in "Exhibit A" of this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the Agency to implement such undertakings of the Community Development Block Grant Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Agency" means the Westgate/Belvedere Homes Community Redevelopment Agency
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Agency shall implement the herein described property acquisition activity which has been determined to be **Acquisition**, under 24 Code of Federal Regulations (CFR) 570.201(a). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will meet the National Objective of benefiting **Low- and Moderate- Income Persons on an Area-Wide Basis per 24 CFR 570.208(a)(4) – Job creation or retention activities.**

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4. **GENERAL COMPLIANCE**

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A", attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Agency agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$237,247** for the period of October 1, 2021, through and including June 30, 2022. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Agency prior to **June 30, 2022**.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Agency for all budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for work performed and/or payments made by the Agency, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Agency or any subcontractors hereunder. The Agency shall request



payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Agency may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Agency shall be accompanied by a letter from the Agency, provided on the Agency's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED. The Agency may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Agency during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Agency through this agreement are still available for payment, and provided that DHED approves such payment.

**9. CONDITIONS FOR PROJECT IMPLEMENTATION**

- (A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES  
The Agency shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Agency shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director within forty-five (45) days of said official notification.
- (B) FINANCIAL ACCOUNTABILITY  
The County may have a financial systems analysis and/or an audit of the Agency or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.
- (C) SUBCONTRACTS  
Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Agency ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required,

and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Agency's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Agency has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) PROGRAM - GENERATED INCOME

All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Agency requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Agency may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Agency is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Agency hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income.

**The requirements of this section shall survive the expiration or early termination of this Agreement.**

**10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Agency warrants and 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.

As a condition of entering into this Agreement, the Agency represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Agency shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Agency retaliate against any person for reporting instances of such discrimination. The Agency shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Agency understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Agency shall include this language in its subcontracts.

**11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

**12. PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this

Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Agency shall provide written verification of compliance.

**13. EVALUATION AND MONITORING**

The Agency agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Agency shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Agency shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Agency shall allow DHED, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

**14. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DHED, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, Agency shall make available to DHED, HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

**15. REPAYMENT PROVISIONS**

In the event the Agency fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or U. S. HUD as determined that the County or Agency has a repayment obligation required due to the Agency's performance or lack thereof, the Agency shall be responsible to reimburse the County in the amount requested by the County within 60 days of the date of written notification from the County to the Agency.

**The requirements of this Section shall survive the early termination or expiration of the Agreement.**

**16. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

**17. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG funds must either be used to meet one of the national objectives in Federal Community Development Block

Grant Regulations 24 CFR 570.208 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Agency shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. This provision shall survive the expiration or termination of this Agreement.

**18. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Agency for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

**19. INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Agency against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Agency shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Agency's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Agency shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Agency.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

**20. INSURANCE BY AGENCY**

The Agency shall maintain at its sole expense, in force and effect at all times during the term of this Agreement insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agency under the Agreement. Agency agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** Agency shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Workers' Compensation Insurance & Employer's Liability:** Agency shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. **Professional Liability:** Agency shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Agency's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Agency warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Agency shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Agency of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. **Waiver of Subrogation:** Except where prohibited by law, Agency hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Agency shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Agency enter into such an agreement on a pre-loss basis.

- E. Certificates of Insurance:** On execution of this agreement, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Agreement, the Agency shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Department of Housing & Economic Development  
100 Australian Ave, 5<sup>th</sup> Floor  
West Palm Beach, FL 33460

- F. Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

**21. MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

**22. CONFLICT OF INTEREST**

The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to DHED provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

**23. CITIZEN PARTICIPATION**

The Agency shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

**24. RECOGNITION**

The Agency shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Agency shall also notify the County prior to any ceremonies or events relating to

facilities or items funded by this agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Agency will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

## **25. AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Agency's personnel policies and job descriptions; and
- (J) The Agency's Certificate of Insurance.
- (K) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Agency shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

## **26. TERMINATION AND SUSPENSION**

In the event of early termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

### **(A) TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the



effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Agency for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Agency for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Agency for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives.

Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Agency, and signed by both parties.

29. **NOTICES**

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its address on page one (1) of this Agreement.

**30. INDEPENDENT AGENT AND EMPLOYEES**

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

**31. NO FORFEITURE**

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

**32. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and 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 the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

**33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, 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 Agency, 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, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**34. EXCLUSION OF THIRD PARTY BENEFICIARIES**

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.

**35. SOURCE OF FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

**36. INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

**37. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Agency shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Agency is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Agency further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Agency does not transfer the records to the County.
- D. Upon completion of the Agreement the Agency shall transfer, at no cost to the County, all public records in possession of the Agency unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records.

All records stored electronically by the Agency must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Agency to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Agency acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

**38. COUNTERPARTS OF THE AGREEMENT**

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**39. ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(AGENCY SEAL BELOW)

**WESTGATE/BELVEDERE HOMES  
COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Ronald L. Daniels, Board Chair

By: \_\_\_\_\_  
Joanne Rufty, Vice-Chair

By: \_\_\_\_\_  
Attorney for Agency  
(Signature Optional)

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jonathan B. Brown, Director  
Dept. of Housing & Economic Development

**Approved as to Form and  
Legal Sufficiency**

**Approved as to Terms and Conditions  
Dept. of Housing & Economic Development**

By: \_\_\_\_\_  
Howard J. Falcon III  
Chief Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard  
Deputy Director

**EXHIBIT "A"**  
**WORK PROGRAM NARRATIVE**

**1. THE PROJECT:**

- **Property Acquisition:** The Agency shall utilize the CDBG funds contained herein to acquire a vacant parcel of land located at 2634 Westgate Avenue, West Palm Beach, Florida 33409, to further assemble a site for the development of a mixed-use project on Westgate Avenue Corridor. The utilization of CDBG funding provided herein is subject to the following:
  - The acquisition shall be undertaken pursuant to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). The Agency's Attorney shall certify that the acquisition is in compliance with URA.
  - Reimbursement for eligible acquisition expenses shall be made following DHED's review and approval of the Agency's submittal of documentation of compliance with the URA.
    - Eligible property acquisition expenses funded through this Agreement, subject to DHED approval, are those consistent with property acquisitions using Federal CDBG funds. They include, but are not limited to: land costs, closing costs as they appear on the Settlement Statement, title insurance, settlement fees, real estate taxes, state documentary stamps, intangible taxes, wire and courier fees, appraisal costs, survey costs and environmental studies.
    - All costs to be reimbursed for the acquisition shall be processed by the County following the Agency's receipt of title to the property and presentation to DHED of both recorded Declaration of Restrictions.
- **National Objective/Job Creation:** The commercial component of the project shall result in the creation of no less than seven (7) full-time equivalent job positions.
- **Declaration of Restrictions:** To meet the HUD mandated National Objective, the Project, as presented to DHED, requires the acquisition of two parcels, 2634 Westgate Avenue and 3473 Nokomis Avenue, to complete assembly of the site for the development of a mixed-use project. As part of the real estate closing on each property, the Agency shall execute and record a Declaration of Restrictions. The Declarations are attached hereto and made a part hereof as Exhibit "B" (PCN: 00-43-43-30-034-0070) and as Exhibit "C" (PCN: 00-43-43-30-034-0420).

**The Agency acknowledges that the acquisition of property in and of itself does not satisfy the National Objective requirement for the expenditure of CDBG Funds. The activity following the acquisition must satisfy the requirement. Should CDBG funds be expended on property acquisition and a national objective not be met within 36 months of the initial CDBG expenditure, the Fair Market Value of the acquired parcel(s), less the portion attributable to expenditure of non-CDBG funds, is subject to recapture by the County.**

**The requirements of this Section shall survive the early termination or expiration of the Agreement.**

**A. LAND ACQUISITION TERMS:**

- (1) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Agency shall fund all amounts in excess of the amount to be funded by the County.
- (2) The Agency shall inform DHED of any environmental findings or conditions discovered during the due diligence for the acquisition of the property. Applicable mitigation measures must be incorporated into the project by the Agency in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Agency shall be responsible for all costs of mitigation.
- (3) The Agency shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Agency shall also acknowledge the County's participation whenever the situation presents itself.

**The Agency further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Agency's compliance with this Agreement's requirements and shall make the final determination of the Agency's compliance with applicable regulations governing the CDBG funding of this project.**

**B. MONTHLY PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

**Property Acquisition**

Purchase and Sale Agreement executed by:	February 2022
Real Estate Closing by:	April 2022
Request 100% Reimbursement for Land Acquisition by:	June 30, 2022

**NOTE: 100% of the CDBG funds awarded must be expended by June 30, 2022 and all necessary reimbursement documentation to meet this expenditure requirement must be submitted to DHED, no later than June 15, 2022.**

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Agency shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or his/her designee may, at their sole discretion, revise/amend the performance dates via written notification to the Agency. The Completion Date for all activities may be revised only by an Amendment to this Agreement.



The Agency may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Agency to comply with these requirements may negatively impact ability to receive future grant awards.

- C. **REPORTS:** The Agency shall submit to DHED a detailed Monthly Performance Report in the form provided as Exhibit "D" to this Agreement, or other form as may be required by DHED. Each Report must account for the total activity for which the Agency is funded under this Agreement, and an Agency representative must certify that all of the Agency's Monthly Performance Requirements contained herein have been met during the reporting period.

These Monthly Performance Reports shall be used by DHED to assess the Agency's progress in implementing the project.

- D. **USE OF THE PROJECT FACILITY/PROPERTY:** The Agency agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

- (1) The Agency shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Agency provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
  - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
  - b. The requirements of paragraph (2) of this section are met.
- (2) If the Agency determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Agency to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration or early termination of this Agreement.**

- E. ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify any potential environmental impacts and any required conditions or mitigation measures that the Agency must consider in the design and implementation of the project. The Agency acknowledges that acquisition may not take place until DHED notifies the Agency of the results of the ER and the Release of Funds from HUD. Where applicable, the Agency shall submit to DHED a plan of action and an implementation schedule for complying with any identified environmental conditions requiring mitigation. The Agency shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Agency shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Agency acknowledges that such mitigation measures may affect the total project cost and that Agency may be responsible for implementation of corrective actions and the costs associated therewith.

**2. COUNTY OBLIGATIONS:**

- A.** Provide funding for the above-specified acquisition as described above in Exhibit A - Section 1, during the term of this Agreement, in the amount of **\$237,247**. However, the County may not provide any funding for the acquisition activities until the Agency provides documentation showing that sufficient funds are available to complete the project.
- B.** County shall not provide any funding for the acquisition until the Agency provides documentation showing that the Agency's acquisition has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C.** Provide technical assistance to the Agency when requested.
- D.** Monitor the Agency at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E.** Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Agency for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

**EXHIBIT "D"****MONTHLY REPORT**

<b>Report For:</b>	Month: _____ Year: _____
<b>Agency Name:</b>	WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
<b>Project Name:</b>	PROPERTY ACQUISITION - 2634 Westgate Avenue, West Palm Beach FL
<b>Report Prepared By:</b>	<div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; width: 100%;"> <span>Name</span> <span>Signature</span> <span>Date</span> </div>

**BUDGETING AND EXPENDITURE PROJECTIONS**

Month/yr	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
Month/yr	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sept 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

**Amounts Expended this Reporting Period:** CDBG Funds:\$\_\_\_\_\_ Other Funds:\$\_\_\_\_\_

**Amounts Expended to Date:**

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 237,247	\$	%
Other Funds:_____	\$	\$	%
Other Funds:_____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

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Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

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**PROJECT ACTIVITIES & SCHEDULE:** Describe your accomplishments and any problems encountered during this reporting period: \_\_\_\_\_

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**PROPERTY ACQUISITION**

**DATE**

SUBMIT MONTHLY REPORTS STARTING

October 2021

PURCHASE AND SALE AGREEMENT BY

December 31, 2021

REAL ESTATE CLOSING

April 2022

SUBMIT REIMBURSEMENT DOCUMENTS BY

October 15, 2022

REQUEST 100% REIMBURSEMENT BY

October 15, 2022

100% CDBG FUNDS EXPENDED BY

October 30, 2022

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Send report to: Project Coordinator or Bud Cheney,  
Department of Housing & Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

## **EXHIBIT "B"**

**Return to:**

Palm Beach County  
Department of Housing and Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406  
Attn: Jeffery Bolton

**PCN: 00-43-43-30-034-0070**

### **DECLARATION OF RESTRICTIONS**

The undersigned, **Westgate/Belvedere Homes Community Redevelopment Agency**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409 ("Owner"), for the property described below, in consideration of Two Hundred Thirty-Seven Thousand Two Hundred and Forty-Seven Dollars (\$237,247) provided by Palm Beach County, a political subdivision of the State of Florida ("County") as part of the County's Federal Community Development Block Grant Program ("CDBG") funding to the Owner for purposes of acquiring the Property hereinafter defined, does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the "Property", and described as:

#### **Legal Description (See attached Exhibit "A")**

1. These restrictions (the "Declaration") shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions apply to both the land described herein and to all improvements built upon such land. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
2. In consideration for providing Federal CDBG funding required for the acquisition of the Property, Owner hereby covenants and agrees that the Property shall be subject to the terms, conditions, and restrictions contained in this Declaration.
3. The Federal CDBG national objectives require that the Property must benefit low and moderate income ("LMI") persons. The Property is to be acquired for the purposes of developing a multi-use project consisting of both commercial and housing uses and the Owner agrees to meet the CDBG National Objective by agreeing to the following restriction:

**Low/Mod Job Creation/Retention** – Per 24 CFR 570.208(a)4 the activity will create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons. CDBG would require the creation of no less than 7 FTE jobs (\$227k/\$35k job) of which no less than 51% are held by or made available to L/M income persons. The project is located in a Census Tract with a 47% poverty rate, so the job creation may be presumed to serve LMI persons if all the criteria at 24 CFR 570.208(a)(4)(v) are met. 24 CFR 570.489(j) requires that when CDBG funds are used to acquire or improve real property, that property must serve its intended use and meet a National Objective for no less than 5 years.

4. Should the Property cease meet the restrictions as set forth in Section 3, the Owner shall repay to the County an amount equal to the current fair market value of the property, less any portion of value attributable to expenditures of non-CDBG funds for acquisition and improvements to the property. Owner shall make repayment promptly upon demand by the County.

5. No lien superior to this Declaration of Restrictions shall be voluntarily created by the owner of record except with County's written prior consent.

6. The County, as an intended beneficiary of this Declaration, may enforce the provisions of this Declaration by any remedy available by law or equity. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the County's rights or remedies on any subsequent default.

7. The conditions and restrictions imposed by this Declaration shall constitute covenants running with the land and shall be binding upon and burden any party having or hereafter acquiring any right, title, or interest in or to all or any portions of the real property described in this Declaration from the date of this Declaration until such date that is five (5) years after the date of final Certificate of Occupancy for the planned development of the property is received.

8. The Owner shall cause this Declaration or Restrictions to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Town shall provide it to the Director of Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida, 33406.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED, AND DELIVERED IN  
THE PRESENCE OF:

Owner: \_\_\_\_\_

Witness Signature:

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ who is personally known to me, or who has produced \_\_\_\_\_ as identification.

Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

(NOTARY SEAL ABOVE)

Notary Public - State of Florida

110

**EXHIBIT "A"**

**Legal Description**

**PCN: 00-43-43-30-03-034-0070**

**Lots 7 through 10, inclusive, Block 34, West Gate Estates (NORTHERN SECTION), according to the Plat recorded in Plat Book 8, Page 38, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.**

**Property also known as: 2634 Westgate Avenue, West Palm Beach, Florida 33409**

**///**

## EXHIBIT "C"

**Return to:**

Palm Beach County  
Department of Housing and Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406  
Attn: Jeffery Bolton

**PCN: 00-43-43-30-03-034-0420**

### DECLARATION OF RESTRICTIONS

The undersigned, **Westgate/Belvedere Homes Community Redevelopment Agency**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409 ("Owner"), for the property described below, in consideration of Two Hundred Thirty-Seven Thousand Two Hundred and Forty-Seven Dollars (\$237,247) provided by Palm Beach County, a political subdivision of the State of Florida ("County") as part of the County's Federal Community Development Block Grant Program ("CDBG") funding to the Owner for purposes of acquiring the Property hereinafter defined, does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the "Property", and described as:

#### **Legal Description (See attached Exhibit "A")**

1. These restrictions (the "Declaration") shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions apply to both the land described herein and to all improvements built upon such land. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
2. In consideration for providing Federal CDBG funding required for the acquisition of the Property, Owner hereby covenants and agrees that the Property shall be subject to the terms, conditions, and restrictions contained in this Declaration.
3. The Federal CDBG national objectives require that the Property must benefit low and moderate income ("LMI") persons. The Property is to be acquired for the purposes of developing a multi-use project consisting of both commercial and housing uses and the Owner agrees to meet the CDBG National Objective by agreeing to the following restriction:

**Low/Mod Job Creation/Retention** – Per 24 CFR 570.208(a)4 the activity will create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons. CDBG would require the creation of no less than 7 FTE jobs (\$227k/\$35k job) of which no less than 51% are held by or made available to L/M income persons. The project is located in a Census Tract with a 47% poverty rate, so the job creation may be presumed to serve LMI persons if all the criteria at 24 CFR 570.208(a)(4)(v) are met. 24 CFR 570.489(j) requires that when CDBG funds are used to acquire or improve real property, that property must serve its intended use and meet a National Objective for no less than 5 years.



4. Should the Property cease meet the restrictions as set forth in Section 3, the Owner shall repay to the County an amount equal to the current fair market value of the property, less any portion of value attributable to expenditures of non-CDBG funds for acquisition and improvements to the property. Owner shall make repayment promptly upon demand by the County.

5. No lien superior to this Declaration of Restrictions shall be voluntarily created by the owner of record except with County's written prior consent.

6. The County, as an intended beneficiary of this Declaration, may enforce the provisions of this Declaration by any remedy available by law or equity. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the County's rights or remedies on any subsequent default.

7. The conditions and restrictions imposed by this Declaration shall constitute covenants running with the land and shall be binding upon and burden any party having or hereafter acquiring any right, title, or interest in or to all or any portions of the real property described in this Declaration from the date of this Declaration until such date that is five (5) years after the date of final Certificate of Occupancy for the planned development of the property is received.

8. The Owner shall cause this Declaration or Restrictions to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Town shall provide it to the Director of Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida, 33406.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED, SEALED, AND DELIVERED IN  
THE PRESENCE OF:

Owner: \_\_\_\_\_

Witness Signature:

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ who is personally known to me, or who has produced \_\_\_\_\_ as identification.

Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

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**EXHIBIT "A"**

**Legal Description**

**PCN: 00-43-43-30-03-034-0420**

**Lots 42, 43, 44 and 45, Block 34, West Gate Estates (NORTHERN SECTION), according to the Plat recorded in Plat Book 8, Page 38, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.**

**Property also known as: 3473 Nokomis Avenue, West Palm Beach, Florida 33409**

# REICHEL

## *R e a l t y   &   I n v e s t m e n t s ,   I n c .*

8845 N. Military Trail, Suite 100  
Palm Beach Gardens, FL 33410

(561) 478-4440, Fax (561) 478-4442  
[www.reichelrealty.com](http://www.reichelrealty.com)

August 24, 2021

Elizée Miche l, AICP, Executive Director  
Westgate/Belvedere Homes Community Redevelopment Agency, Inc.  
1280 Old Congress Avenue, Suite 215  
West Palm Beach, FL 33409

**RE:   1280 Old Congress Avenue, Suite 215, West Palm Beach, Florida**

Dear Elizée,

Thank you for your interest in renewing your lease at 1280 Old Congress Avenue. This letter constitutes an outline of a proposed lease transaction between 1280 North Congress, LLC (the "Lessor") and Westgate/Belvedere Homes Community Redevelopment Agency (the "Lessee") for the property encompassing the land and improvements referenced above (the "Property"), which terms are intended to be embodied in a formal Lease Agreement (the "Lease") to be submitted by the Landlord. The proposed lease terms are as follows:

<b>LANDLORD:</b>	1280 North Congress, LLC
<b>LESSEE:</b>	Westgate/Belvedere Homes Community Redevelopment Agency
<b>PROPERTY:</b>	1280 Old Congress Avenue, Suite 215, West Palm Beach, Florida. Premises measure a total of 3,787 rentable square feet.
<b>LEASE TERM:</b>	Three (3) years
<b>LEASE COMMENCEMENT DATE:</b>	October 1, 2021
<b>RENTAL RATE:</b>	Year 1: \$ 9.75/SF/NNN (\$3,155.83 per month) plus Florida Sales Tax Year 2: \$11.00/SF/NNN (\$3,471.42 per month) plus Florida Sales Tax Year 3: \$12.00/SF/NNN (\$3,787.00 per month) plus Florida Sales Tax
<b>OPERATING EXPENSES:</b>	Estimated at \$6.10/SF for 2021
<b>ELECTRIC &amp; WATER MAINTENANCE, ETC.:</b>	Lessee shall be responsible for all utility and maintenance costs including but not limited to electric, water, HVAC and janitorial services throughout the lease term.

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**TENANT****IMPROVEMENTS:** None, space leased in "as-is" condition.**SECURITY DEPOSIT:** On file.**PREPAID RENT:** On file.**AGENCY****DISCLOSURE:** Both Lessor and Lessee acknowledge and represent that no other brokers are involved with this proposed lease transaction other than Reichel Realty & Investments, Inc. as the representative for the Lessor.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto. If you have any questions or need any additional information please do not hesitate to contact me. Thank you for your consideration.

Sincerely,



Kerry B. Jackson, SIOR  
Vice President  
Reichel Realty and Investments, Inc.

**AGREED AND ACCEPTED:**

Westgate/Belvedere Homes Community Redevelopment Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_

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# Introduction

The IT Policy and Procedure Manual provides the policies and procedures for selection and use of IT within the CRA which must be followed by all staff. It also provides guidelines the CRA will use to administer these policies, with the correct procedure to follow.

The CRA will keep all IT policies current and relevant. Therefore, from time to time it will be necessary to modify and amend some sections of the policies and procedures, or to add new procedures.

Any suggestions, recommendations or feedback on the policies and procedures specified in this manual are welcome.

These policies and procedures apply to all employees.

**SECTION: Information Technology**

**SUBJECT: Technology Hardware Purchasing Policy**

**Policy Number:**

**IT-001**

**I. Purpose of the Policy:**

This policy provides guidelines for the purchase of hardware for the CRA to ensure that all hardware technology is appropriate, value for money and where applicable integrates with other technology. The objective of this policy is to ensure that there is minimum diversity of hardware within the CRA.

Computer hardware refers to the physical parts of a computer and related devices. Internal hardware devices include motherboards, hard drives, and RAM. External hardware devices include monitors, keyboards, mice, printers, and scanners.

**II. PROCEDURES:**

This policy relates to the purchase of all desktops, servers, portable computers, computer peripherals, internal and external hardware, and mobile devices.

All purchase of hardware must be approved by the CRA management and provided for in the annual budget.

New hardware must be compatible with existing hardware and the server system.

Capacity of hardware to be bought need to be discussed with IT consulting firm and approved by CRA management.

Minor deviation from this policy can be approved by CRA management.

**SECTION: Information Technology**

**SUBJECT: Technology Software Purchasing Policy**

**Policy Number:**

**IT-002**

**I. Purpose of the Policy:**

This policy provides guidelines for the purchase of software for the CRA to ensure that all software used by the business is appropriate, value for money and where applicable integrates with other technology for the business. This policy applies to software obtained as part of hardware bundle or pre-loaded software.

**II. PROCEDURES:**

All software, including must be approved by CRA management prior to the purchase, use or download of such software.

The purchase of all software must adhere to this policy.

In the event that, open source or freeware software, software that can be obtained without payment and usually downloaded directly from the internet, is needed, approval from management prior to the download or use of such software.

All open source or freeware must be compatible with the hardware and software systems.



**SECTION: Information Technology**

**SUBJECT: Technology Software Use Policy**

**Policy Number:**

**IT-003**

**I. Purpose of the Policy:**

This policy provides guidelines for the use of software for all employees within the CRA to ensure that all software use is appropriate. Under this policy, the use of all open source and freeware software will be conducted under the same procedures outlined for commercial software.

**II. PROCEDURES:**

All computer software copyrights, and terms of all software licenses will be followed by all employees of the CRA.

Westgate CRA is to be the registered owner of all software.

Only software obtained in accordance with the getting software policy is to be installed on the CRA computers.

A software upgrade shall not be installed on a computer that does not already have a copy of the original version of the software loaded on it.

Prior to the use of any software, the employee must receive instructions on any licensing agreements relating to the software, including any restrictions on use of the software.

All employees must receive training for all new software. This includes new employees to be trained to use existing software appropriately. Self-training is acceptable.

Where an employee is required to use software at home, an evaluation of providing the employee with a portable computer should be undertaken in the first instance. Where it is found that software can be used on the employee's home computer, authorization from the CRA management is required to purchase separate software if licensing or copyright restrictions apply. Where software is purchased in this circumstance, it remains the property of the CRA and must be recorded on the software register.

The unauthorized duplicating, acquiring or use of software copies is prohibited. Any employee who makes, acquires, or uses unauthorized copies of software will be considered for disciplinary action. The illegal duplication of software or other copyrighted works is not condoned within this the CRA. Disciplinary action will be taken where such event occurs.

**SECTION: Information Technology**

**SUBJECT: Use Your One Device Policy**

**Policy Number:**

**IT-004**

**I. Purpose of the Policy:**

This policy provides guidelines for the use of personally owned notebooks, smart phones, tablets and other mobile devices for CRA business purposes. All staff who use or the CRA's technology equipment and/or services are bound by the conditions of this Policy.

The importance of mobile technologies in improving business communication and productivity is acknowledged. In addition to the increased use of mobile devices, staff, Board Members, and certain guests are allowed to connect their own mobile devices to the CRA network and equipment.

**II. PROCEDURES:**

Personal mobile devices can only be used for the following business purposes: Email access, business internet access, business telephone calls.

Each employee who utilizes personal mobile devices agrees:

- Not to download or transfer business or personal sensitive information to the device. Sensitive information includes business or personal information that are considered sensitive to the business, for example intellectual property, other employee details.
- Not to use the registered mobile device as the sole repository for CRA's information. All business information stored on mobile devices should be backed up.
- To make every reasonable effort to ensure the CRA's information is not compromised through the use of mobile equipment in a public place. Screens displaying sensitive or critical information should not be seen by unauthorized persons and all devices used for CRA business should be password protected

- Not to share the device with other individuals to protect the business data access through the device
- To abide by CRA's internet policy for appropriate use and access of internet sites etc.
- To notify CRA immediately in the event of loss or theft of the registered device
- Not to connect USB memory sticks from an untrusted or unknown source to CRA's equipment.

All employees who use a personal mobile device for business use acknowledge that the business:

- Owns all intellectual property created on the device
- Can access all data held on the device, including personal data
- Will regularly back-up data held on the device
- Will delete all data held on the device in the event of loss or theft of the device
- Has first right to buy the device where the employee wants to sell the device
- Will delete all data held on the device upon termination of the employee. The terminated employee can request personal data be reinstated from back up data

#### Keeping mobile devices secure

The following must be observed when handling mobile computing devices (such as notebooks and iPads):

- Mobile computer devices must never be left unattended in a public place, or in an unlocked house, or in a motor vehicle, even if it is locked. Wherever possible they should be kept on the person or securely locked away
- Cable locking devices should also be considered for use with laptop computers in public places, e.g. in a seminar or conference, even when the laptop is attended
- Mobile devices should be carried as hand luggage when travelling by aircraft.

### Exemptions

This policy is mandatory unless granted an exemption. Any requests for exemptions from any of these directives, should be referred to CRA Management.

### Breach of this policy

Any breach of this policy will be reviewed by CRA management and adequate consequences will be applied.

### Indemnity

The CRA bears no responsibility whatsoever for any legal action threatened or started due to conduct and activities of staff in accessing or using these resources or facilities. All staff indemnify the CRA against any and all damages, costs and expenses suffered by the CRA arising out of any unlawful or improper conduct and activity, and in respect of any action, settlement or compromise, or any statutory infringement.

**SECTION: Information Technology**

**SUBJECT: Information Technology Security Policy**

**Policy Number:**

**IT-005**

**I. Purpose of the Policy:**

This policy provides guidelines for the protection and use of information technology assets and resources within the business to ensure integrity, confidentiality and availability of data and assets.

**II. PROCEDURES:**

**Physical Security**

For all servers, mainframes and other network assets, the area must be secured with adequate ventilation and appropriate access.

It will be the responsibility of CRA management to ensure that this requirement is followed at all times. Any employee becoming aware of a breach to this security requirement is obliged to notify management immediately.

All security and safety of all portable technology, such as laptop, notepads, iPad, will be the responsibility of the employee using it. Each employee is required to use s locks and/or passwords to ensure the asset is kept safely at all times to protect the security of the asset issued to them.

In the event of loss or damage, management will assess the security measures undertaken to determine if the employee will be required to reimburse the business for the loss or damage.

**Information Security**

All relevant data to be backed up here – either general such as sensitive, valuable, or critical business data is to be backed-up.

It is the responsibility of management, staff and IT consultant to ensure that data back-ups are conducted regularly, and the backed-up data is kept cloud, offsite venue, and local external storage drive.

All technology that has internet access must have anti-virus software installed. It is the responsibility of management, staff, and IT consultant to install all anti-virus software to ensure that this software remains up to date on all technology used by the business.

All information used within the business is to adhere to the privacy laws and the business's confidentiality requirements.

#### Technology Access

Every employee will be issued with a unique identification code to access the business technology and will be required to set a password for access every technology device.

Each password is to be unique and strong and is not to be shared with any employee within the CRA.

Where an employee forgets the password or is 'locked out' after a certain number of attempts, then the IT consultant is authorized to reissue a new initial password that will be required to be changed when the employee logs in using the new initial password.

Every employee should have access to the server.

Employees are only authorized to use business computers for personal use for internet usage to check emails and other information relevant to the wellbeing of the employee.

**SECTION: Information Technology**

**SUBJECT: Information Technology Administration Policy**

**Policy Number:**

**IT-006**

**I. Purpose of the Policy:**

This policy provides guidelines for the administration of information technology assets and resources within the business.

**II. PROCEDURES:**

All software installed and the license information must be registered on the in a folder on the server. It is the responsibility of the employee that uses the software to ensure that this registered is maintained. The register must record the following information:

- What software is installed.
- What license agreements are in place for each software package
- Renewal dates if applicable.

IT Consultant and management are responsible for the maintenance and management of all service agreements for the technology. Any service requirements must first be approved by CRA management.

A technology audit is to be conducted annually to ensure that all information technology policies are being adhered to.



**SECTION: Information Technology**

**SUBJECT: Website Policy**

**Policy Number:**

**IT-007**

**I. Purpose of the Policy:**

This policy provides guidelines for the maintenance of all relevant technology issues related to the business website.

**II. PROCEDURES:**

**Website Register**

The website register must record the following details:

- List of domain names registered to the business
- Dates of renewal for domain names
- List of hosting service providers
- Expiry dates of hosting

The keeping the register up to date will be the responsibility of website management contractor.

Website management contractor will be responsible for any renewal of items listed in the register.

**Website Content**

All content on the business website is to be accurate, appropriate and current. This will be the responsibility of CRA staff.

All content on the website must follow latest guidelines approved by the Florida Legislature for special dependent districts specially for Community Redevelopment Agencies.

Any authorized CRA staff is allowed to make changes to certain content of the website.

Basic branding guidelines must be followed on websites to ensure a consistent and cohesive image for the business.

All data collected from the website is to adhere to the Privacy Act.

**SECTION: Information Technology**

**SUBJECT: Information Technology Security Policy**

**Policy Number:**

**IT-008**

**I. Purpose of the Policy:**

This policy provides guidelines for all electronic transactions undertaken on behalf of the CRA.

The objective of this policy is to ensure that use of electronic funds transfers and receipts are started, carried out, and approved in a secure manner.

**II. PROCEDURES:**

**Electronic Funds Transfer (EFT)**

All EFT payments and receipts must adhere to all finance policies in the Financial Policies and Procedures Manual.

All EFT arrangements, including receipts and payments must be submitted to the CRA bookkeeper.

EFT payments must have the appropriate authorization for payment in line with the financial transactions policy.

EFT payments must be appropriately recorded in line with finance policy.

EFT payments once authorized, will be entered into the QuickBooks by the CRA bookkeeper.

EFT payments can only be released for payment once pending payments have been authorized by CRA management

For good control over EFT payments, ensure that the persons authorizing the payments and making the payment are not the same person.

All EFT receipts must be reconciled to customer records.

It is the responsibility of CRA management to annually review EFT authorization for initial entry, alterations, or deletion of EFT records, including supplier payment records and customer receipt records.

#### Electronic Purchases

All electronic purchases by any authorized employee must adhere to the purchasing policy in the Financial Policy and Procedure Manual

Where an electronic purchase is being considered, the person authorizing this transaction must ensure that the internet sales site is secure and safe and be able to demonstrate that this has been reviewed.

**SECTION: Information Technology**

**SUBJECT: Information Technology Service Agreement Policy**

**Policy Number:**

**IT-009**

**I. Purpose of the Policy:**

This policy provides guidelines for all IT service agreements entered into on behalf of the CRA.

**II. PROCEDURES:**

The following IT service agreements can be entered into on behalf of the business:

- Provision of general IT services
- Provision of network hardware and software
- Repairs and maintenance of IT equipment
- Provision of business software
- Provision of mobile phones and relevant plans
- Website design, maintenance etc.
- Cyber Security Service Agreement.

All IT service agreements must follow the CRA's Purchase Agreement Policy.

All IT service agreements, obligations and renewals must be recorded.

Where an IT service agreement renewal is required, in the event that the agreement is substantially unchanged from the previous agreement, then this agreement renewal can be authorized by CRA management.

Where an IT service agreement renewal is required, in the event that the agreement has substantially changed from the previous agreement, the CRA legal counsel should review, before the renewal is entered into. Once the agreement has been reviewed and

recommendation for execution received, then the agreement must be approved by the CRA Board.

In the event that there is a dispute to the provision of IT services covered by an IT service agreement, it must be referred to the CRA Board who will be responsible for the settlement of such dispute.

**SECTION: Information Technology**

**SUBJECT: Emergency Management of Information Technology Policy**

**Policy Number:**

**IT-010**

**I. Purpose of the Policy:**

This policy provides guidelines for emergency management of all information technology within the business.

**II. PROCEDURES:**

**IT Hardware Failure**

Where there is failure of any of the business's hardware, this must be referred to CRA management, CRA Board and IT consultant immediately.

It is the responsibility of CRA management to contact IT consultant in the event of IT hardware failure.

It is the responsibility of CRA management to undertake tests on planned emergency procedures quarterly to ensure that all planned emergency procedures are appropriate to minimize disruption to business operations.

**Point of Sale Disruptions**

In the event that point of sale (POS) system is disrupted, the following actions must be immediately undertaken:

- Contact IT consultant
- POS provider to be notified
- All POS transactions to be taken using the manual machine located below the counter
- For all manual POS transactions, customer signatures must be verified
- Inform CRA Board Chair

### Virus or other security breach

In the event that the CRA's information technology is compromised by software virus or other relevant security breaches, such breaches are to be reported to IT consultant immediately.

CRA management is responsible for ensuring that any security breach is dealt with within a day to minimize disruption to business operations.

### Website Disruption

In the event that business website is disrupted, the following actions must be immediately undertaken:

- Website host to be notified
- CRA management must be notified immediately



**SECTION: Information Technology**

**SUBJECT: Technology Replacement and Upgrade Policy**

**Policy Number:**

**IT-011**

**I. Purpose of the Policy:**

This document defines the CRA policy regarding the replacements of all technology equipment at the end of its life cycle and upgrades software.

This Policy applies to all CRA-owned workstations, laptop computers, desktop peripherals (printers, scanners, projectors), network hardware (servers, switches, routers, bridges, and other key network devices), software (Microsoft Operating System, Microsoft Office Suite including Office 365 and other site-licensed desktop applications) running on those devices.

**II. PROCEDURES:**

The CRA will maintain modern computer and network hardware and software capable of supporting the CRA's objectives and business activities. The risk of exploitation and penetration of these systems that could affect the public interest is mitigated by prudent, systematic replacement and upgrades of systems and software.

The technology hardware will be budgeted for replacement through the CRA budget and replaced and upgraded every four years or as are needed.

These includes the servers, the laptop computers, the workstation computers, desktop peripherals.

If a hardware item is determined to be irreparable by the IT consultant or if the cost to repair exceeds the current market value of the item, the item may be replaced earlier than indicated above with all costs for replacement covered the Replacement budget.

**SECTION: Information Technology**

**SUBJECT: Use of Email Policy**

**Policy Number:**

**IT-012**

**I. Purpose of the Policy:**

Email is defined as all technologies used to transfer messages. Email is a tool for business communications. CRA employees have a responsibility to use this resource in an efficient, effective, ethical, and lawful manner. The CRA uses Microsoft Exchange and Microsoft Outlook for its email system through a partnership with Palm Beach County Board of County Commissioners.

**II. PROCEDURES:**

The email system is installed for the purpose of facilitating CRA business. Personal use of email should be only incidental and minimal.

All email correspondence is the property of the CRA and/or Palm Beach County Board of County Commissioners.

User email communications are not considered private, despite any such designation by the sender or the recipient

The existence of passwords does not eliminate the CRA/Palm Beach County's ability to access electronic communications.

The following acts or actions are specifically prohibited:

- Messages which harass another individual.
- Threats toward another individual
- Promotion of outside business activities unrelated to CRA functions unless specifically approved in writing by Palm Beach County and CRA management.
- Accessing email addressed to another individual without permission.
- Political endorsements.
- Gambling.
- Chain letters.

Users shall ensure the content of the message is accurate.

Users should be aware that their message may be forwarded to other users with or without their knowledge.

**SECTION: Information Technology**

**SUBJECT: Computer Use Policy**

**Policy Number:**

**IT-013**

**III. Purpose of the Policy:**

It is the policy of the CRA to ensure that computers and peripheral computer and technology equipment are properly used and maintained.

**IV. PROCEDURES:**

For the purpose of this policy, computer includes any desktop computer, laptop, notebook computer, tablet PC or any other related computing device purchased by the Westgate CRA.

Installation of computers and other technology will be done by the IT consultant with approval from CRA management.

CRA owned computers should be used for CRA work. Personal use should be limited to what contribute to the employee's wellness and wellbeing if it allows the employee to be more productive. Personal use should be limited to a minimum.

No equipment shall be removed, returned or exchanged without prior approval of CRA management and/or IT consultant.

Users shall not attempt to change the configuration or setup of any City computing equipment. This is the sole responsibility of IT consultant.

Users are encouraged to follow the guidelines below to prevent damage to equipment:

Beverage containers and food should not be placed near computers, keyboards, mice peripherals and technology equipment.

Eating, drinking near computer and technology equipment, especially keyboards, should not occur.

Anything that could fall or spill and ultimately damage the computer systems or hardware should not be located above or near nay computers peripherals or technology equipment.

When repair is needed, user can contact IT consultant with approval from CRA management.

These Policies were approved by the CRA Board:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date