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**WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**

**Monday, November 08, 2021 Board Meeting**

**1280 N. Congress Ave. Suite 215**

**West Palm Beach FL 33409**

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

**I. CALL TO ORDER / ROLL CALL**

**II. AGENDA APPROVAL**

- 1. Additions, Deletions, Substitutions to Agenda**
- 2. Adoption of Agenda**

**III. ADOPTION OF W/BH CRA MINUTES (Pages 13 - 16)**

**IV. PUBLIC COMMENTS**

**V. DISCLOSURES**

**VI. CONSENT AGENDA**

- 1. Loan Forgiveness from the Westgate CRA Covid-19 Small Business  
Emergency Relief Forgivable Loan Program for Anything Electric, Inc. (Page  
17 - 25)**

**VII. REGULAR AGENDA**

- 1. Amendment of Danza Group Option Agreement (Pages 26 - 49)**
- 2. Authorization to Issue RFQ for 3473 and 3483 Nokomis Avenue**
- 3. Approval of Information Technology Policies and Procedures (Pages  
50 – 72)**

**VIII. REPORTS**

- A. Staff Reports  
Correspondence**



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**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. Rufty**
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**

### **November 8, 2021**

#### **CONSENT AGENDA**

##### **1. Loan Forgiveness from the Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan Program for Anything Electric, Inc.**

- A. Background and Summary:** On November 9, 2020, the Westgate CRA Board of Commissioners approved a forgivable loan for Anything Electric, Inc. for \$10,000 funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program. On October 27, 2021, the owner of the small business submitted a request to the CRA for the forgiveness of the loan. The owner met all the requirements for forgiveness. They have provided proof that the funds were used for salary expenses. This business has been in the CRA for over 40 years.
- B.** Staff recommends approval of loan forgiveness of \$10,000 COVID-19 Small Business Emergency Relief Forgivable Loan Program for Anything Electric, Inc. and approval of the release of the related promissory notes.

#### **REGULAR AGENDA**

##### **1. Amendment of Danza Group Option Agreement**

- A. Background and Summary:** On February 24<sup>th</sup>, 2021, the effective date, the CRA executed an option agreement to transfer ownership of five parcels owned by the CRA to the Danza Group to develop a mixed-use project on the Seminole Blvd site consisting of approximately 10,000 sf of commercial space and 36 residential units provided that the following terms are met. Danza has one year from the effective date to exercise the option. Danza should pay an option fee of \$1,000. Danza shall demonstrate to the reasonable satisfaction of the WCRA proofs of funding for the project. Also, Danza shall



obtain all land development approvals from Palm Beach County for the Development. In addition, the Group shall pay \$400,000 to acquire the CRA owned lots.

Danza is asking to modify the agreement to include seven parcels. The first five parcels are owned by the CRA, the sixth parcel was purchased this week by the CRA, and the seventh parcel will be acquired by Danza directly.

Danza has also requested to amend the option agreement to reduce the \$400,000 purchase price to \$250,000 a reduction of \$150,000 from the original price.

This new purchase price will include the five original parcels and the newly acquired sixth parcel which was acquired almost completely with a Community Development Block Grant approved for the project (\$237,247 CDBG, \$67,000 CRA).

Danza has acquired a contract to purchase the seventh parcel for \$300,000 and plan to fully close on the property at the beginning of 2022 at the owner's request. A deposit of \$30,000 has been placed in escrow for the transaction.

The most significant modification in the requested amendment is the reduction of \$150,00 in the purchase price, from \$400,000 to \$250,000. Making all seven parcels part of the agreement is inconsequential. The intention has always been to develop all the seven parcels together; however, it would be prudent to make all the transfers after the Group has met all the conditions included in the option agreement.

The Danza Group has engaged a HUD approved architect, Zyscovich Inc., to design the project and has also hired a local planner, Aaron Taylor of Arc Development Global, to submit the land development entitlement request. A preliminary site plan has been developed. The Group is also working with the Department of Housing and Economic Sustainability and HUD to finance the construction.

Danza seems to be on a path to successfully develop the site. This development is forecasted to invest approximately 10 million dollars in the CRA, generate an annual tax revenue of about \$80,000 a year, create 34 construction jobs, 4 permanent jobs equivalent and an annual impact of one million dollars to the local economy.

**B. Recommendation:** Staff recommends that the Board approve the amendment to the requested amount or to an amount chosen by the Board.



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## 2. Authorization to Issue RFQ for 3473 and 3483 Nokomis Avenue

**A. Background and Summary:** On November 1, 2021, the CRA purchased a duplex, on Nokomis Avenue for future redevelopment. Staff is seeking permission to issue a Request for Qualification to select a developer to redevelop the site in a manner that will contribute to the revitalization of the area in accordance with the CRA Redevelopment Plan.

**B. Recommendation:** Staff recommends that the Board authorize the issuance of an RFQ to select a developer for the Nokomis site.

## 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. 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. 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**  
**November 8, 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, completed the Phase I assessment in mid-October 2021. Findings indicate the need to conduct further assessment of the site to determine if historical adjacent uses have negatively impacted the site. The CRA is working with Cardno and the TCRPC to secure Brownfields funding for a Phase II assessment.

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 (NOT AWARDED)**

Update: Over 300 applicants nationwide submitted requests for funding from this highly competitive offering, and unfortunately, the CRA was not selected as a recipient of the USDA UAIP grant for the fiscal year 2021.

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 \$60-80,000.

### **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, 9 local businesses applied for and received loan forgiveness from the CRA Board with 2 more businesses applying for loan forgiveness in November. 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 is ready to be recorded. Following the completion of corner clip dedications, the project can move into the permitting phase. Electricity, an irrigation pump and an irrigation system have been installed. Staff is working on developing a design and securing a contractor for site improvements and installation of a pre-manufactured structure to act as a permanent greenmarket.

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

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

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

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

**Update:** Staff anticipates the project will be fully permitted by mid-November.

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 remaining lots will be cleared, sodded, and fenced commensurate with the original scope.

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

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

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

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

**Update:** 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 project:

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

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

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

**Update:** 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 now \$4,752,321 with \$2,324,351 in participating costs funded by FDOT. The CRA is responsible for PBC Engineering administrative, design and CEI costs.

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

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

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

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

### **FY18 – Phase II Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage (DESIGN STARTED)**

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

The BCC is considering an agenda item on June 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 AND Water Mains/Drainage (IN CONSTRUCTION)**

Update: The water main and drainage work is nearing completion. Once the contractor finalizes punch list items and clears the site, Phase I of the TPA grant project for sidewalks and streetlights project will break ground. It is anticipated this will occur by the end of November 2021. This phasing allows the water main and drainage construction to take place prior to the work of the TPA grants, keeping the TPA projects on the timeline set by the FDOT.

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

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

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

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

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

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

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

### Proposed Private Redevelopment Projects

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

<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>In Zoning – review for ABN 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>In Zoning – review for 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 - 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</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>ZC and ABN approved</li> <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 – on hold pending LITC funding</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>In permitting</li> <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 nearing construction.</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 Ind./McArthur Dairy	N. Florida Mango	<ul style="list-style-type: none"> <li>On hold</li> </ul>
Mi Pais Express 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**

**October 04, 2021**

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

Mr. Daniels, the Board Chair, called the meeting to order at 5:09p.m. The roll was called by Ms. Bui.

**Present:** Ronald L. Daniels  
Joanne Rufty  
Ruth Haggerty  
Ralph Lewis

**Absent:** Joseph Kirby  
Enol Gilles  
Yeraldi Benitez

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

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

**II. AGENDA APPROVAL**

**1. Additions, Deletions, Substitutions to Agenda**

- No Additions, Deletions, Substitutions to Agenda

**2. Adoption of Agenda**

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

**III. ADOPTION OF W/BH CRA MINUTES**

- It was moved by Ms. Haggerty and seconded by Ms. Rufty to adopt the minutes of the September 13, 2021 meeting. Motion carried (4-0)

#### **IV. PUBLIC COMMENT**

- PBSO Deputy Gomez gave a brief report to the Board about police activities in the Westgate CRA area for the previous month.

#### **V. DISCLOSURES**

- No disclosures

#### **VI. CONSENT AGENDA**

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

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

#### **VII. REGULAR AGENDA**

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

Mr. Michel presented that 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.

Staff recommends that the Board authorizes the Chair to execute the agreement to accept the \$237,247 grant for the acquisition of Nokomis Avenue property.

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to authorize the Chair to execute the agreement to accept the grant. The motion passed unanimously (4-0)**

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

Mr. Michel presented that 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 interest of the CRA to extend the lease for another three years at the rate negotiated with the new owner.

Staff recommends that the Board authorizes the approval of lease extension for office space for another three years with 1280 North Congress, LLC or its assignee.

**It was moved by Ms. Rufty and seconded by Mr. Lewis to approve the lease extension for office space for another three years. The motion passed unanimously (4-0)**

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

Mr. Michel introduced the item. 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. 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.

Ms. Haggerty and Ms. Rufty suggests that staff polish up the policy and bring it back at the next board meeting for approval.

**No motion was made at this time**

## **VIII. STAFF REPORTS**

Elite Capital Development is finishing their second set of single family home on Saginaw and Saranac.

Staff has met with a group that is interested in the Kennel Club property. The group wants to build self-storage condominiums for high end cars with an area for the owners to have social events.

The Belvedere Heights water mains replacement and drainage installation project is completing driveways for Phase I.

## **IX. AJOURNMENT**

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

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

# FW: Emergency Loan Program

Joseph Doran <anythinelectricwpb@gmail.com>

Wed 10/27/2021 1:54 PM

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

 1 attachments (1 MB)

941 FIRST AND SECOND QUARTER 2021.pdf;

\*\*\*\*\* Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. \*\*\*\*\*

---

Denise,

Please find attached 941's for first and second quarter of this year.

We respectfully ask for loan forgiveness of the amount of \$10,000.00 based on the requirement.

We would also like to thank the Westgate CRA and you for your help in obtaining the loan.

Last year was very challenging and the loan was a big help.

Thanks again!

Joseph T. Doran

Anything Electric Inc.

Electrical Contractors

Since: 1978

1547 N. Florida Mango Rd, West Palm Beach, FL 33409

License: #EC0001498

(561) 684-1380 \* Fax: (561) 686-3588 eMail: <mailto:anythinelectricwpb@gmail.com>

Employer identification number (EIN) **59-1814190**

Name (not your trade name) **ANYTHING ELECTRIC, INC.**

Trade name (if any)

Address **1547 NORTH FLORIDA MANGO ROAD**  
 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.

☐ Foreign Country

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** **9**
- 2 Wages, tips, and other compensation **2** **134109.63**
- 3 Federal income tax withheld from wages, tips, and other compensation **3** **16831.37**
- 4 If no wages, tips, and other compensation are subject to social security or Medicare tax ☐ Check and go to line 6.

	Column 1		Column 2
5a Taxable social security wages . . . . .	<b>135680.63</b>	x 0.124 =	<b>16824.40</b>
5a (i) Qualified sick leave wages . . . . .	<b>0.00</b>	x 0.062 =	<b>0.00</b>
5a (ii) Qualified family leave wages . . . . .	<b>0.00</b>	x 0.062 =	<b>0.00</b>
5b Taxable social security tips . . . . .	<b>0.00</b>	x 0.124 =	<b>0.00</b>
5c Taxable Medicare wages & tips . . . . .	<b>135680.63</b>	x 0.029 =	<b>3934.74</b>
5d Taxable wages & tips subject to Additional Medicare Tax withholding	<b>0.00</b>	x 0.009 =	<b>0.00</b>

If you don't have any amounts entered on line 5a (i) or 5a (ii) but you did pay Sick or Family Leave Wage, check the box to load the Worksheet 1 Form.

☐

- 5e Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d **5e** **20759.14**
- 5f Section 3121(q) Notice and Demand — Tax due on unreported tips (see instructions) **5f** **0.00**
- 6 Total taxes before adjustments. Add lines 3, 5e, and 5f **6** **37590.51**
- 7 Current quarter's adjustment for fractions of cents **7** **0.00**  
The amount in line 7 is calculated based on LIABILITY amounts in either Line 16 if monthly or Schedule B if semiweekly. To adjust those amounts enter the correct LIABILITY AMOUNT in either Line 16 or the Schedule B.
- 8 Current quarter's adjustment for sick pay (enter as a negative number) **8** **0.00**
- 9 Current quarter's adjustments for tips and group-term life insurance **9** **0.00**
- 10 Total taxes after adjustments. Combine lines 6 through 9 **10** **37590.51**
- 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

Name (not your trade name)

ANYTHING ELECTRIC, INC.

Employer identification number (EIN)

59-1814190

**Part 1: Answer these 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	37590.51
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	37590.53
13b	Reserved for future use	13b	
13c	Refundable portion of credit for qualified sick and family leave wages from Worksheet 1.	13c	0.00
13d	Refundable portion of employee retention credit from Worksheet 1.	13d	0.00
13e	Total deposits and refundable credits. Add lines 13a, 13c, and 13d	13e	37590.53
13f	Total advances received from filing Form(s) 7200 for the quarter	13f	0.00
13g	Total deposits and refundable credits less advances. Subtract line 13f from line 13e	13g	37590.53
14	Balance due. If line 12 is more than line 13g, enter the difference and see instructions.	14	
15	Overpayment. If line 13g is more than line 12, enter the difference	0.02	Check one: <input checked="" 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 ▶

Record Copy

Name (not your trade name)

ANYTHING ELECTRIC, INC.

Employer identification number (EIN)

59-1814190

**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 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.

Sign your name here

Print your name here

JOSEPH DORAN

Print your title here

PRESIDENT

Date 

Best daytime phone

**Paid Preparer Use Only**Check here if you are entering preparer information ☐Check if you're self-employed ☐

Preparer's Name

PTIN

Preparer's signature

Date

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

EIN

If you are working for a Firm the EIN must be entered

Address

Phone

City

State

ZIP code

# Schedule B (Form 941): Aatrix Rev. 4/02/21

960311

## Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. Janu 2017)

Department of the Treasury - Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN)

5 9 - 1 8 1 4 1 9 0

Name (not your trade name)

ANYTHING ELECTRIC, INC.

Calendar year

2 0 2 1

(Also check quarter)

Report for this Quarter ...  
(Check one.)

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

Use this schedule to show your TAX LIABILITY for the quarter; don't use it to show your deposits. When you file this form with Form 941 or Form 941-SS, don't change your tax liability by adjustments reported on any Forms 941-X or 944-X. You must fill out this form and attach it to Form 941 or Form 941-SS if you're a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 for details.

### Month 1

1	.	9	2668.82	17	.	25	.
2	2666.13	10	.	18	.	26	.
3	.	11	.	19	.	27	.
4	.	12	.	20	.	28	.
5	.	13	.	21	.	29	.
6	.	14	.	22	.	30	2860.86
7	.	15	.	23	3772.29	31	.
8	.	16	2730.50	24	.		

Tax Liability for Month 1

14698.60

Do NOT enter  
NEGATIVE  
amounts in  
any box!

### Month 2

1	.	9	.	17	.	25	.
2	.	10	.	18	.	26	.
3	.	11	.	19	.	27	2904.49
4	.	12	.	20	2868.47	28	.
5	.	13	2868.47	21	.	29	.
6	2884.67	14	.	22	.	30	.
7	.	15	.	23	.	31	.
8	.	16	.	24	.		

Tax Liability for Month 2

11526.10

Do NOT enter  
NEGATIVE  
amounts in  
any box!

### Month 3

1	.	9	.	17	.	25	.
2	.	10	.	18	.	26	.
3	.	11	.	19	.	27	2950.18
4	.	12	.	20	2652.43	28	.
5	.	13	2855.39	21	.	29	.
6	2907.81	14	.	22	.	30	.
7	.	15	.	23	.	31	.
8	.	16	.	24	.		

Tax Liability for Month 3

11365.81

Do NOT enter  
NEGATIVE  
amounts in  
any box!

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) ▶

Total must equal line 12 on Form 941 or Form 941-SS.

Total liability for the quarter

37590.51

Employer's identification number (EIN) **59-1814190**

Name (not your trade name) **ANYTHING ELECTRIC, INC.**

Trade name (if any)

Address **1547 NORTH FLORIDA MANGO ROAD**  
Number Street Suite or room number

**WEST PALM BEACH** **FL** **33409**  
City State ZIP code

Foreign country name Foreign province/country 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.

☐ Foreign Country

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: June 12 (Quarter 2), Sept. 12 (Quarter 3), or Dec. 12 (Quarter 4) **9**

2 Wages, tips, and other compensation **136984.26**

3 Federal income tax withheld from wages, tips, and other compensation **18102.38**

4 If no wages, tips, and other compensation are subject to social security or Medicare tax ☐ Check and go to line 6.

Taxable social security wages reported on regular pay **138440.26**

		Column 2
5a Taxable social security wages*	<b>138440.26</b>	<b>17166.59</b>
5a (i) Qualified sick leave wages*	<b>0.00</b>	<b>0.00</b>
5a (ii) Qualified family leave wages*	<b>0.00</b>	<b>0.00</b>
5b Taxable social security tips	<b>0.00</b>	<b>0.00</b>
5c Taxable Medicare wages & tips	<b>138440.26</b>	<b>4014.77</b>
5d Taxable wages & tips subject to Additional Medicare Tax withholding	<b>0.00</b>	<b>0.00</b>
5e Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d		<b>21181.36</b>
5f Section 3121(q) Notice and Demand — Tax due on unreported tips (see instructions)		<b>0.00</b>
6 Total taxes before adjustments. Add lines 3, 5e, and 5f		<b>39283.74</b>
7 Current quarter's adjustment for fractions of cents		<b>0.00</b>
8 Current quarter's adjustment for sick pay (enter as a negative number)		<b>0.00</b>
9 Current quarter's adjustments for tips and group-term life insurance		<b>0.00</b>
10 Total taxes after adjustments. Combine lines 6 through 9		<b>39283.74</b>
11a Qualified small business payroll tax credit for increasing research activities. Attach Form 8974		<b>.</b>
11b Nonrefundable portion of credit for qualified sick and family leave wages for leave taken before April 1, 2021		<b>.</b>
11c Nonrefundable portion of employee retention credit		<b>.</b>

\*Include taxable qualified sick and family leave wages for leave taken after March 31, 2021, on line 5a. Use lines 5a(i) and 5a(ii) only for wages paid after March 31, 2020, for leave taken before April 1, 2021.

The amounts below have been added to line 5a. You can make adjustments as needed for leave taken after 3/31. Qualified sick leave wages: **0.00**  
Qualified family leave wages: **0.00**

The amount in line 7 is calculated based on LIABILITY amounts in either Line 16 if monthly or Schedule B if semiweekly. To adjust these amounts enter the correct LIABILITY AMOUNT in either Line 16 or the Schedule B.

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

Next ➡

Name (not your trade name)

ANYTHING ELECTRIC, INC.

Employer identification number (EIN)

59-1814190

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

<b>11d</b>	Nonrefundable portion of credit for qualified sick and family leave wages for leave taken after March 31, 2021	<b>11d</b>	
<b>11e</b>	Nonrefundable portion of COBRA premium assistance credit (see instructions for applicable quarters)	<b>11e</b>	
<b>11f</b>	Number of individuals provided COBRA premium assistance		
<b>11g</b>	Total nonrefundable credits. Add lines 11a, 11b, 11c, 11d, and 11e	<b>11g</b>	
<b>12</b>	Total taxes after adjustments and nonrefundable credits. Subtract line 11g from line 10	<b>12</b>	39283.74
<b>13a</b>	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	<b>13a</b>	39283.76
<b>13b</b>	Reserved for future use	<b>13b</b>	
<b>13c</b>	Refundable portion of credit for qualified sick and family leave wages for leave taken before April 1, 2021	<b>13c</b>	
<b>13d</b>	Refundable portion of employee retention credit	<b>13d</b>	
<b>13e</b>	Refundable portion of credit for qualified sick and family leave wages for leave taken after March 31, 2021	<b>13e</b>	
<b>13f</b>	Refundable portion of COBRA premium assistance credit (see instructions for applicable quarters)	<b>13f</b>	
<b>13g</b>	Total deposits and refundable credits. Add lines 13a, 13c, 13d, 13e, and 13f	<b>13g</b>	39283.76
<b>13h</b>	Total advances received from filing Form(s) 7200 for the quarter	<b>13h</b>	
<b>13i</b>	Total deposits and refundable credits less advances. Subtract line 13h from line 13g	<b>13i</b>	39283.76
<b>14</b>	Balance due. If line 12 is more than line 13i, enter the difference and see instructions	<b>14</b>	
<b>15</b>	Overpayment. If line 13i is more than line 12, enter the difference		0.02

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)

ANYTHING ELECTRIC, INC.

Employer identification number (EIN)

59-1814190

**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.

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

18b If you're eligible for the employee retention credit solely because your business is a recovery startup business ☐ Check here.

19 Qualified health plan expenses allocable to qualified sick leave wages for leave taken before April 1, 2021 19  0.01

20 Qualified health plan expenses allocable to qualified family leave wages for leave taken before April 1, 2021 20  0.01

21 Qualified wages for the employee retention credit 21  0.00

22 Qualified health plan expenses for the employee retention credit 22  0.00

23 Qualified sick leave wages for leave taken after March 31, 2021 23  0.00

24 Qualified health plan expenses allocable to qualified sick leave wages reported on line 23 24  0.00

25 Amounts under certain collectively bargained agreements allocable to qualified sick leave wages reported on line 23 25  0.00

26 Qualified family leave wages for leave taken after March 31, 2021 26  0.00

27 Qualified health plan expenses allocable to qualified family leave wages reported on line 26 27  0.00

28 Amounts under certain collectively bargained agreements allocable to qualified family leave wages reported on line 26 28  0.00

**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

JOSEPH DORAN

Print your title here

PRESIDENT

Date 07/22/21

Best daytime phone 5616841380

**Paid Preparer Use Only** Check here if you are entering preparer information ☐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

# Schedule B (Form 941): Aatrix Rev. 7/09/21

960311

## Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2017)

Department of the Treasury - Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN)

5 9 - 1 8 1 4 1 9 0

Name (not your trade name):

ANYTHING ELECTRIC, INC.

Calendar year

2 0 2 1

(Also check quarter)

Report for this Quarter ...  
(Check one.)

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

Use this schedule to show your TAX LIABILITY for the quarter; don't use it to show your deposits. When you file this form with Form 941 or Form 941-SS, don't change your tax liability by adjustments reported on any Forms 941-X or 944-X. You must fill out this form and attach it to Form 941 or Form 941-SS if you're a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 for details.

### Month 1

1	.	9	.	17	3054.54	25	.
2	.	10	3042.62	18	.	26	.
3	2874.18	11	.	19	.	27	.
4	.	12	.	20	.	28	.
5	.	13	.	21	.	29	.
6	.	14	.	22	.	30	.
7	.	15	.	23	.	31	.
8	.	16	.	24	2856.68		

Tax Liability for Month 1

11828.02

Do NOT enter  
NEGATIVE  
amounts in  
any box!

### Month 2

1	2862.73	9	.	17	.	25	.
2	.	10	.	18	.	26	.
3	.	11	.	19	.	27	.
4	.	12	.	20	.	28	.
5	.	13	.	21	.	29	3060.26
6	.	14	.	22	2896.41	30	.
7	.	15	3022.06	23	.	31	.
8	3018.86	16	.	24	.		

Tax Liability for Month 2

14860.32

Do NOT enter  
NEGATIVE  
amounts in  
any box!

### Month 3

1	.	9	.	17	.	25	.
2	.	10	.	18	.	26	3311.43
3	.	11	.	19	3111.46	27	.
4	.	12	3130.29	20	.	28	.
5	3042.22	13	.	21	.	29	.
6	.	14	.	22	.	30	.
7	.	15	.	23	.	31	.
8	.	16	.	24	.		

Tax Liability for Month 3

12595.40

Do NOT enter  
NEGATIVE  
amounts in  
any box!

Total liability for the quarter

39283.74

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) ▶

Total must equal line 12 on Form 941 or Form 941-SS.

## AMENDMENT TO THE OPTION AGREEMENT

**THIS AMENDMENT** (the "Amendment") to the Option Agreement (the "Agreement") described below, is made as of October 14, 2021 (the "Effective Date") by and between Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (the "WCRA"); and Danza of Westgate LLC, a Florida limited liability company (hereinafter, "Danza") (collectively the "Parties" and each a "Party").

**WHEREAS**, the Parties entered into that certain Agreement dated February 24, 2021, with respect to the WCRA granting Danza the Option to purchase certain real property ("the Property");

**WHEREAS**, the Parties now desire to amend the Agreement in certain respects as more particularly set forth below.

**NOW THEREFORE**, in consideration of the mutual representations, warranties and covenants as hereinafter set forth, the Parties agree as follows:

1. This Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Agreement or the Notice. All references in the Agreement or this Amendment to the "Agreement" shall be deemed to refer to the Agreement as modified by this Amendment, unless otherwise set forth
2. Exhibit "A" incorporated into the Agreement as the "**Property**" shall be modified to include seven (7) parcels. The first five (5) parcels are listed in Exhibit "A" ("**The Original Five Parcels**"). The sixth parcel, as detailed below, is under contract by the WCRA (hereinafter, "**Sixth Parcel**") will close in November of 2021. The seventh parcel as detailed below (hereinafter, "**Seventh Parcel**") will be acquired by Danza directly at Danza's sole discretion.

### **Sixth Parcel**

3473 and 3483 Nokomis Avenue  
West Palm Beach, FL 33406  
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 of the Public Records of Palm Beach County, Florida.

### **Seventh Parcel**

2634 Westgate Avenue  
West Palm Beach, FL 33406  
PCN: 00-43-43-30-03-034-0070

Lots 7 thru 10, Inclusive, Block 34, West Gate Estates (Northern Section), according to the Plat recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

3. Article 3 of the Agreement is amended as follows. Section 3.1 "Purchase Price" shall be modified as below:

3.1. **Purchase Price.** Upon exercising the option, the purchase price for the WCRA's conveyance of the Property to Danza shall be TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS ("New Purchase Price") modifying paragraph 3.1 of the Agreement where the purchase price was initially FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS.

4. This New Purchase Price reflects the purchase of The Original Five Parcels and the Sixth Parcel by the WCRA. The purchase of the Seventh Parcel by Danza, shall be completed contemporaneously with or after the WCRA obtains and transfers the Sixth Parcel to Danza.
5. Danza has acquired a contract to purchase the Seventh Parcel. Until WCRA has acquired the Sixth Parcel and has conveyed The Original Five Parcels and the Sixth Parcel to Danza, there shall be no obligation to pay the New Purchase Price.
6. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.
7. This Agreement may be executed in two or more counterparts (including by electronic transmission), all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Amendment is entered into as of the Effective Date.

**DANZA OF WESTGATE, LLC**

**WESTGATE/BELVEDERE HOMES  
COMMUNITY REDEVELOPMENT  
AGENCY**

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



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

Title: \_\_\_\_\_

Charles Leinich  
Managing Member

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

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

Title: \_\_\_\_\_

## **OPTION AGREEMENT**

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

### **WITNESSETH**

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

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

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

## **ARTICLE 1**

### **OPTION**

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

#### 1.2 **Consideration for the Option.**

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

#### 1.3 **Exercise of Option.**

1.1.1 1.3.1 DANZA may exercise the Option only by (i) delivering written notice to the WCRA of DANZA's election to exercise the Option (the "**Option**");

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

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

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

## **ARTICLE 2**

### **CONDITIONS TO BE MET PRIOR TO EXERCISING OPTION**

The conditions to be met by DANZA are:

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

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

## **ARTICLE 3**

### **TERMS OF CONVEYANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.7 **Conveyance of Title.**

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

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

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

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

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

3.8 **APPORTIONMENTS.**

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

**ARTICLE 4**

**GENERAL PROVISIONS**

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

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

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

DANZA: Zalmy Danzinger, Manager  
19119 NE 8<sup>th</sup> Court  
Miami, FL 33179

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

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

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

#### 4.2 **Default.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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


Signed, sealed and delivered  
in the presence of:

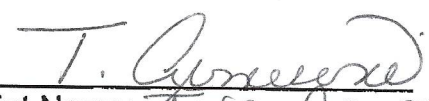
\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

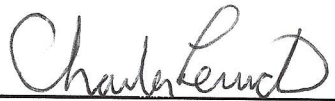
WESTGATE/BELVEDERE HOMES  
COMMUNITY REDEVELOPMENT  
AGENCY "WCRA":

By:   
Print Name: Ronald Daniels  
Title: Board Chairman

  
Print Name: Beth Schorr-Lesnick

  
Print Name: Tara Armerino

DANZA OF WESTGATE LLC, a Florida  
limited liability company

By:   
Print Name: Charles Lesnick  
Title: Managing Member



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF THE PROPERTY**

#### **PARCEL 1**

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

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

#### **PARCEL 2**

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

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

#### **PARCEL 3**

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

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

#### **PARCEL 4**

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

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

#### **PARCEL 5**

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

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

And

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

**EXHIBIT "B"**  
**DEVELOPMENT PROJECT PLAN**

## DANZA OF WESTGATE

11259 Edgewater Circle  
Wellington, Florida 33414

15 Albemarle Place  
Yonkers, New York 10701

October 20<sup>th</sup>, 2021

Cynthia F. Skweiro  
Jones Foster P.A.  
4741 Military Trall, Suite 200  
Jupiter, FL, 33458

Via Mail and Email to: [cskweirc@jonesfoster.com](mailto:cskweirc@jonesfoster.com)

Re: 2634 Westgate Avenue

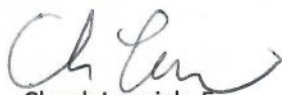
Dear Ms. Skweiro:

Endorsed is a copy of the signed contract for the above-named property. It is our intention to close on the property in escrow as soon as the title search is completed, and any issues raised are resolved. Please note that this parcel is one of seven parcels assembled by the Westgate/Belvedere Homes Community Redevelopment Agency (Please see the attached agreement and amendment).

The seller does not want to transfer the property until January 1<sup>st</sup>, 2022; However, we will send you the balance of the \$300,000.00 (Three hundred thousand) and the seller will send the deed in advance of that date, hopefully sometime in November.

I look forward to working with you on these transactions. Do not hesitate to call me at 914 954 3039.

Sincerely



Chuck Lesnick, Esq.

CC: Antionette Theodossakos, Esq.  
Elizee Michel  
Cabot Marks, Esq.  
Thomas Baird, Esq.

Enc:



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

**6. Financing: (Check as applicable)**

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

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

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

(2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_ % and payable as follows:

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

(3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a

☐ fixed ☐ other (describe) \_\_\_\_\_

interest rate of \_\_\_\_\_ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_ % or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this contract will terminate, and Buyer's deposit(s) will be returned.

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

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

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

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

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

(Check one)

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

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

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

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

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

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

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

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

- (1) ☒ **Feasibility Study:** Buyer will, at Buyer's expense and within 60 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

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

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

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

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

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

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

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

(a) **Seller Costs:**

~~Taxes on deed~~

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other:

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N/A

Seller's Sales Associate/License No.

N/A

Buyer's Sales Associate/License No.

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Seller's Sales Associate Phone Number  
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Listing Brokerage  
N/A  
Listing Brokerage Address

N/A  
Buyer's Sales Associate Email Address  
N/A  
Buyer's Sales Associate Phone Number  
N/A  
Buyer's Brokerage  
N/A  
Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):  
☐ A. Back-up Contract  
☐ B. Other

23. Additional Terms: Immediately upon the completion of Buyer's Feasibility Study, Buyer shall give written notice to Seller that the Buyer is ready to close, Purchaser shall transfer monies to escrow and each of Buyer and Seller will, within 5 days' notice, sign all reasonable closing documents and deliver all closing documents and funds to close Escrow Agent in order that Escrow Agent can close on the transaction on January 5, 2022.  
During the Buyer's due diligence ("Feasibility Study") Buyer may do borings or other invasive testing of the property so long as Buyer return the Property as near as possible to its original condition if the Buyer opts out of this contract.

COUNTER-OFFER/REJECTION

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

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Westgate/Belvedere Homes Community Redevelopment Agency. Danza of Westgate  
Buyer: Charles Smith, Managing Member Date: 10/20/21

Print name: Charles Smith

Buyer: Date:

Print name:

Buyer's address for purpose of notice:

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

Phone: 561-640-8181 Fax: Email:

Seller: Antoinette Theodorakou on behalf of Date: 10/19/21

Print name: Demitrios Theodorakos

Seller: Antoinette Theodorakou on behalf of Date: 10/19/21

Print name: Efrosini Theodorakos

383 Seller's address for purpose of notice:

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

385\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

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11259 EDGWATER CIR  
WELLINGTON, FL 33414

1001

63-124/670

Oct-20-2021

Date

CHECK ARMOR

Pay to the  
Order of Escrow Agent Jones Foster P.A. \$ 30,000 =  
(Thirty thousand Dollars) Dollars

BANK

OF Belle Glade

BELLE GLADE, FL 33430  
IN-TOUCH 24 HOURS 561-993-4304



Photo  
Safe  
Deposit  
Credibly no look.

For Downpayment Danza

Charles

MP

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## Table of Content

Introduction	2
Technology Hardware Purchasing Policy	3
Technology Software Purchasing Policy	4
Technology Software Use Policy	5
Use Your One Device Policy	7
Information Technology Security Policy	10
Information Technology Administration Policy	12
Website Policy	13
Information Technology Security Policy	15
Information Technology Service Agreement Policy	17
Emergency Management of Information Technology Policy	19
Technology Replacement and Upgrade Policy	21
Use of Email Policy	22
Computer Use Policy	23

# 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. The document includes guidelines the CRA will use and 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.

The term Policy refers to the whole document. The guidelines

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 the appropriate value for the price and, where applicable, is compatible 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 needs to be discussed with IT consulting firm and 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 also applies to software obtained as part of a hardware bundle or pre-loaded software.

**II. PROCEDURES:**

All software 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.

If 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 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 of Personal 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 connect personal devices to the CRA's network 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 if/when 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 appropriate 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 laptops, notepads, iPads, will be the responsibility of the employee using it. Each employee is required to use 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. Especially, those data that are considered to be sensitive, valuable or critical for the business.

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 in the cloud or another 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 to access every technology device.

Each password is to be unique and strong, including a combination of letters, numbers and special characters, 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:**

For all software installed, the license information must be registered and stored in a folder on the server. It is the responsibility of the employee that uses the software to ensure that the registration information is properly kept. The registration must include 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

Keeping the register up to date will be the responsibility of the 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 specic 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.

Basic branding includes but is not limited to color patterns, themes, graphic designs, and contents.

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 the persons 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

When an electronic purchase is being considered, the person authorizing this transaction must ensure that the internet sales site is secure and safe. The persons making the purchase must demonstrate why they believe the site is safe.

**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 or a new agreement 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**

If/When 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.

**Virus or other security breach**

In the event that the CRA's information technology is compromised by a software virus or other relevant security breach, such breaches are to be reported to the 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 the 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 replacement of all technology equipment at the end of its life cycle and upgrades to 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 needed.

This includes the servers, the laptop computers, the workstation computers and 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 as per 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 contributes 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 the 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, peripherals, and technology equipment.

Eating and 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 any 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:

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Signature

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Date