

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

Monday November 11, 2023, Board Meeting

1280 N. Congress Ave. Suite 215

West Palm Beach FL 33409

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

I. CALL TO ORDER / ROLL CALL

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

2. Adoption of Agenda

III. ADOPTION OF W/BH SEPTEMBER 16, 2023 CRA MINUTES (Pages 14 - 18)

IV. PUBLIC COMMENTS

V. DISCLOSURES

Vi. CONSENT AGENDA

1. Approval of Staff Raises

VII. REGULAR AGENDA

- 1. Authorization of Additional Work #1 for Work Assignment #4 for Schmidt Nichols Landscape Architecture & Urban Planning (Pages 19-23)**
- 2. Approval of Rezoning for NorWest Pointe (previously Catayu Apartments) (Pages 24 - 37)**
- 3. Approval of Contract with BG Group to Demolish 1304 Seminole Blvd. (Pages 38-45)**
- 4. Approval of Contract with Limited Editions Landscaping and Tree Trimming, LLC to Remove Trees and Vegetation from 1304 Seminole Blvd (Page 46 - 53)**

VIII. REPORTS

- A. Staff Reports**
 - Correspondence (Pages 44 – 64)**
 - Attorney's Report**
- B. Committee Reports and Board Comments**
 - 1. **Administrative/Finance –**
 - 2. **Capital Improvements – Chair, Mr. Daniels**
 - 3. **Land Use –**
 - 4. **Real Estate – Chair, Mr. Kirby**
 - 5. **Marketing –**
 - 6. **Community Affairs –**
 - 7. **Special Events – Chair, Ms. Ruffy**

IX. ADJOURNMENT

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

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

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

AGENDA ITEMS
Westgate/Belvedere Homes CRA Board Meeting
In Person and Via Zoom
November 13, 2023

CONSENT AGENDA

1. Approval of Staff Raises

A. Background and Summary: Salaries for all staff members were raised according to Palm Beach County recommendation for Cost-of-Living Adjustment (COLA) and raises. On top of the 6% COLA, every CRA staff member receives at least a 2% raise. The Board is being asked to approve a total of 8% (6% Cola and 2%) raise for the executive director.

The raises are included in the 2024 Budget.

B. Recommendation: Approve Executive Director's 8% raise.

REGULAR AGENDA

1. Authorization of Additional Work #1 for Work Assignment #4 for Schmidt Nichols Landscape Architecture & Urban Planning

A. Background and Summary: On February 3, 2023, the CRA issued Work Assignment #4 under a continuing services contract to Schmidt Nichols Landscape Architecture & Urban Planning to provide planning services to assist WCRA staff with amendments to the WCRA Zoning Overlay and Unified Land Development Code (ULDC), including multiple meetings with WCRA and County staff, code research, code language drafting and revisions, and representation at public hearings.

The scope of the assignment has grown to include other sections of the code to meet a request from the Palm Beach County Board of County Commissioners' Mayor to streamline the ULDC and the overlay to facilitate redevelopment projects. Moreover, staff needs assistance from the firm to research how other comparable jurisdictions calculate their park and recreation requirements to address levels of service (LOS) standards to propose amendments to the County's Park and Recreation Department that will facilitate new projects in the area.

The additional work is estimated to cost \$15,000.00.

B. Recommendation: Staff recommends that the Board authorize Additional Work #1 to Work Assignment #4 for Schmidt Nichols Landscape Architecture & Urban Planning for an amount not to exceed \$15,000.00.

2. Approval of Rezoning for NorWest Pointe (previously Catayu Apartments)

A. Background and Summary: The subject +/- 0.54-acre site is located on the northwest corner of Westgate Avenue at Tallahassee Drive, extending the full block depth north to Cherokee Avenue. The property is vacant, and partially overgrown with vegetation. Zoning records indicate no prior uses or resolutions.

The site is within the NC (Neighborhood Commercial) Sub-area of the WCRAO, and is comprised of two lots. The site has a split zoning designation with the lot at the southwest corner of Cherokee Avenue at Tallahassee Drive within the RH (Multifamily Residential) zoning district and the lot fronting Westgate Avenue at Tallahassee Drive within the CN (Neighborhood Commercial) zoning district. The site has a Future Land Use designation (FLU) of CH/8 (commercial high with an underlying residential land use of 8 du's/acre). The site is in the U/S (Urban/Suburban) Tier, the RRO (Revitalization and Redevelopment Overlay), the URA (Urban Redevelopment Area), and in the Westgate CCRT area.

To the east of the subject site is a vacant lot which fronts Westgate Avenue, and a single-family residential use along Cherokee Ave., both zoned CG. A CG zoned vacant residential lot is to the north of the site. To the west is an existing single-family use; zoned CG. Across Westgate Avenue to the south of the site are commercially zoned properties operated by KCL Plumbing, a plumbing contractor. All adjacent properties have a CH/8 FLU.

The applicant proposes to develop a two-story 9-unit multifamily rental project consisting of seven (7) 2-bedroom units and two (2) 3-bedroom units. The future land use allows the site to develop 4 units by right. Since the project proposes 9 units, an additional 5 units are requested from the WCRAO Density Bonus Program (DBP) unit pool. The increase in density offered by the DBP pool will provide for a site density of just over 16 du's per acre. The WCRAO allows up to 22 bonus units per acre to be approved administratively by the DRO. Since the site is within two zoning districts, the applicant is proposing a rezoning of both parcels to RM (Multifamily Residential) for zoning map consistency.

To facilitate the entitlements process, and allow the site to develop as multifamily, the owner is proceeding with a request to rezone the site as a standalone application, in advance of the site plan approval process. Once the site is rezoned, the owner will proceed to DRO review for the units requested from the WCRAO Density Bonus Program. An official zoning map amendment requires BCC approval via public hearing. The applicant is requesting CRA Board recommendation of approval for rezoning of the site only at this time.

Summary of Petition

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

1. To allow an Official Zoning Map Amendment (“Rezoning”) from the Neighborhood Commercial (CN) and Multifamily Residential (RH) to Multifamily Residential (RM) of the 0.54-acre subject site at Westgate Avenue at Tallahassee Drive.

B. Recommendation: Staff supports a CRA Board recommendation of **approval** for the following application request:

1. To allow an Official Zoning Map Amendment (“Rezoning”) from the Neighborhood Commercial (CN) and Multifamily Residential (RH) to Multifamily Residential (RM) of the 0.54-acre subject site at Westgate Avenue at Tallahassee Drive.

3. Approval of Contract with BG Group to Demolish 1304 Seminole Blvd.

A. Background and Summary: On July 23, 2023, the CRA issued a Request for Proposal (RFP) and received a proposal from the BG Group on August 23, 2023, to demolish 1304 Seminole Blvd.

The CRA purchased 1304 Seminole Blvd. through foreclosure in 2011 to assemble land for redeveloping the Westgate Avenue Corridor. The property is dilapidated as it has not been occupied since it was purchased. The property is a three-bedroom one-bath single family home built in 1961. It is not worth repairing since single family residence is no longer permitted in this sub-area. In March 2023, the CRA received a grant from the Solid Waste Authority in the amount of \$40,122 from their Blighted and Distressed Property Clean-Up Grant to demolish the building and beautify the site.

BG Group proposed to complete the demolition for \$63,583.00.

The Group will be responsible to perform structural demolition to include demolition, removal and disposal of the one-story building including canopies, slabs, and foundations; removal and disposal of sidewalks, concrete slabs and pavement; freon abatement, bulbs, ballasts, mercury switches, etc.; utility cut and cap; pump-out, removal and disposal of septic tank; rough grading of demolition area; and demolition permit including administrative fees.

The SWA grant will pay for a portion of the total cost.

B. Recommendation: Approve and authorize the Board Chair to execute a contract with the BG Group to demolish 1304 Seminole Blvd for \$63,583.00.

3. Approval of Contract with Limited Editions Landscaping and Tree Trimming, LLC to Remove Trees and Vegetation from 1304 Seminole Blvd

- A. Background and Summary:** The 1304 Seminole site has a lot of mature nonnative trees that need to be removed. The CRA received has negotiated a contract with Limited Editions Landscaping and Tree Trimming, LLC to clear the site for \$22,000.00. Limited will clear, remove, and dispose of overgrown non-native vegetation, canopy trees and palms, and install Bahia sod on the entire site after the building is demolished and all trees are cleared.
- B. Recommendation:** Staff recommends that the Board approve and authorize the Board Chair to execute the contract with Limited Editions Landscaping and Tree Trimming, LLC to clear trees and install sods at 1304 Seminole Blvd. for a total amount of \$22,000.00.



BOARD MEETING

November, 13, 2023

Staff Update on In-House & Private Redevelopment Projects

Streetlights Initiative + Westgate Safety Plan

Background: Staff has requested the installation of 280+ new streetlights within the North and South Westgate Estates neighborhoods of the CRA district from FPL. To supplement this effort, Staff is working with County Administration to secure a legislative appropriation of approx. \$750,000. This funding would also be used to leverage CRA TIF in the creation of a Westgate Safety Plan. Planning for the development of a Safety Plan is underway.

2023-B Solid Waste Authority Blighted & Distressed Properties Grant Application (IN PROCESS)

Update: Staff issued a Request for Quotation in July for the demolition of the structure. The RFQ closed in August with BG Group as the sole responder. BG Group estimates a cost of \$57,460 for permitting and demolition/removal. This proposal has been revised upwardly to \$63,583.00 to include the removal of septic system and permit application fees. The site is overgrown with large non-native vegetation which will also be removed as a part of the grant project. This work is estimated at \$22,000.

The SWA Governing Board awarded the CRA a grant in the amount of \$40,122 at their February 2023 meeting. The grant is for demolition only. The CRA will be responsible for vegetation removal and lot clearing. Following the execution of the ILA at the end of April, the CRA received 50% of the disbursement, with the remaining disbursement to be paid by the SWA upon project completion.

Background: CRA Staff has submitted a grant application to the SWA through its Blighted & Distressed Properties Clean-Up Grant Program for funding to demolish the structure at 1304 Seminole Blvd. The Program has been modified and will now only cover costs associated with demolition. Lot clearing and vegetation removal must be covered by the Agency. The SWA Governing Board will vote to approve funding at their February meeting.

SFWMD Compensating Floodplain Storage Mitigation Bank (IN PROCESS)

Update: On June 30th SFWMD formally established a compensating storage bank for C-51 basin, sub-basin 39. This bank only includes the 5.6-acre Westgate Central Lake aka Dennis Koehler Preserve. Available compensating storage volume available from the bank is 18.21 acre-feet to expire in 2043. The Autumn Ridge project will utilize 6 acre-feet of storage from the mitigation bank. Approx. 12 acre-feet will be remaining for future redevelopment projects. Staff is considering developing a program for accessing credits from the bank.

Background: The CRA is working with Higgins Engineering and SFWMD to formalize a storm water storage mitigation/redevelopment credit program using the Dennis Koehler Preserve retention lake for redevelopment projects within a certain basin or sub-basin. Higgins Engineering estimates that approximately 28-acre feet could be available to redevelopment projects to offset storage requirements. Some of those acre feet have already been pledged to the Greene Apartments and Autumn Ridge projects.

Streetlights for Westgate Estates (IN PROCESS)

Background: CRA staff is in discussions with FP&L to install street lighting in areas of Westgate Estates where there are currently dark areas. This effort is in response to community concerns brought to the Agency's attention in January around an increase in burglaries and vandalism. FPL is waiting on permit

approval from Palm Beach County to begin the construction.

WCRAO/ULDC Amendments (IN PROCESS)

Update: Staff submitted amendment draft to Zoning in early October. Staff anticipates requesting Board approval of the amendments at the December meeting pending approval from the Zoning Division in October/November. Concurrently, Staff is exploring the concept of merging the WCRAO with the URAO toward a Redevelopment Code for the County.

Staff met with Vice-Mayor Weiss, assistant County administrators, and PZB staff on October 26th to discuss ways in which the WCRAO may be streamlined to be made more efficient and flexible to use, while remaining true to intent. A path forward includes a Comprehensive Plan amendment to be initiated early in the new year to better define policies for open space and land development, followed by amendments to the WCRAO/ULDC. *Staff will also propose increases to the Density Bonus Program pool of units as well as explore options to add more daily and pm peak trips to the TCEA pool.* Staff is re-tooling to address the Mayor's concerns.

Update: At their July 2022 meeting, the BCC adopted an amendment to the WCRAO which allows the following pertaining to the WCRAO Use Regulations table:

"The Zoning Director may apply the provisions of Art. 4.B, Use Classification for the underlying zoning district, subject to mutual agreement and approval by the WCRA Board".

Background: The Zoning Division is moving forward with an amendment to the WCRAO that will not only facilitate the approvals for the Hangar project, but also give some ability for flexibility and authority to the CRA Board when the WCRAO is in conflict with permitted uses and standards of the underlying zoning districts. CRA Staff worked with Zoning to revise Overlay language to allow a warehouse use on the site located at 1050 N Congress Ave. concurrent with entitlements for the Hangar project. This amendment will follow a separate timeline from the proposed amendments below.

Update: The following amendments are being targeted to move forward in the 2023 calendar year. Staff will present a draft to the Board once the amendments are fully vetted by the County:

- create a waiver table to provide relief from certain PDRs, supplementary standards and architectural guidelines through an administrative waiver process rather than variances
- dilute Parks & Recreation requirements for open space in the WCRAO, particularly as it applies to the construction of 4 or more single family homes
- clarify that on where formal on street parking is available (ie. Westgate Ave.), it shall be allowed to count towards required parking ratios
- amend Flex Space language to restrict the percentage of industrial uses and increase the percentage of commercial uses allowed where projects with a CH FLU utilize flex space

Background: CRA staff submitted a request letter for amendments to the CRA's zoning overlay in early December 2021 with the optic of adoption by the BCC at the end of 2022. The Zoning Division is under new directorship, and the two-round policy for UDLC amendments is replaced by a prioritization scale. The CRA will work with County Code Revision staff and County departments to develop amendment language for Board review in the coming months. Staff will utilize one of its continuing planning consultants to assist; a proposal for planning technical assistance services will be brought to the Board in February.

FY21 TCRPC Brownfields Site Assessment Grant (IN PROCESS)

Update: Stantec advises that additional testing to determine the extent of contamination and the best process for clean-up is needed. TCRPC has funding available to assist.

Cardno (now Stantec) has completed testing. Results indicate levels of contamination on site that are in excess of allowable State limits. Staff will be meeting with Stantec and TCRPC to discuss next steps.

Cardno has identified that contamination is most concentrated in the northeast corner of the Chickamauga site with no groundwater affected, however further assessment is warranted to determine the spread and depth of contamination in order to recommend the best path for remediation. Using a new round of funding through TCRPC, a specific assessment will be completed by Cardno. Next steps include: specific testing, a meeting with the DEP to determine scope of clean up, and a determination of funding sources for excavation/clean up (TCRPC or PBC DHED).

Cardno has completed supplementary soils testing and is preparing a final report for CRA review and/or action. Results are targeted to be presented to the CRA Board at their September meeting. Testing indicates a high concentration of Benzo(a)pyrene (BaP) in the northwest corner of the property. Cardno will determine whether remedial action is warranted. Cardno conducted a Phase II assessment in early December. Findings indicate trace amounts of contamination (arsenic & BaP) in the soil; the groundwater is said to be clear. CRA Staff is pursuing a more thorough soils study through funding available through TCRPC prior to issuing an RFP. Phase I ESA findings indicate the need to conduct further assessment of the site to determine if historical adjacent uses have negatively impacted the site. 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.

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 Chickamauga 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 Chickamauga 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.

Community Garden/Greenmarket (ONGOING)

Update: The Plat is recorded and corner clip dedications are complete. CRA staff is planning for the construction of a permanent structure. Staff applied for a USDA Urban Agriculture grant in 21/22 to assist with the construction of the structure and to facilitate enhanced programming at the farm, but was not awarded the grant. CRA staff is looking at the viability of re-applying in another fiscal year.

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

FY20 Cherry Road Pedestrian & Safety Improvements (FUNDED, 65% DESIGNED)

Update: Design engineers have identified field conditions that will make the installation of 10-12 ft. wide multi-purpose paths on the north side of Cherry Rd. impossible within the existing ROW. Several options have been discussed with PBC Engineering and the TPA, with the best option being reducing the multi-purpose paths to 8 ft. Engineering is awaiting approval from FDOT on the new cross section prior to design resuming.

PBC Engineering has expressed concerns regarding crosswalks on the approved cross section that requires resolution in order for the project to move forward on the TPA grant timeline.

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/100% DESIGNED)

Update: Contractor has been selected. Staff will work with Engineering and FDOT to process a field change order to reduce the path on the west side of the ROW from 12 ft. to 10 ft. Staff will engage a landscape architect from WGI through our continuing services contract to create a landscape/irrigation plan for the project. BCC approval of the construction contract is projected for August.

Funding is secured. PBC Engineering will issue the ITB on 3/12/2023. The response deadline is 4/11/2023. The project is fully designed, with the LAP agreement on hold until February 2023 pending funding. PBC Engineering has requested administration and design fees to initiate the project. The County will issue an RFP for engineering design in early 2022.

The Transportation Planning Agency Governing Board approved funding for the Seminole Blvd project at their July 18th meeting. The Seminole project was ranked #1. Staff and WGI presented the projects to FDOT and BTPAC in early April; Seminole was ranked #1 and Cherry Rd was #4. The Board recommended that the Seminole Blvd project should be prioritized since it ranked higher and is a larger project.

Background: The Board approved a two-fold work assignment with WGI in November 2018 to prepare a feasibility analysis to identify the best two projects to submit to the TPA for the 2019 Transportation Alternatives Program (TAP) cycle. Based on findings presented by WGI, the Board selected the following 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 (FUNDING SECURED, PROJECT TO PROCEED)

Update: The Westgate Ave. streetscape project was advertised for bid on 4/23/23. A contractor has been selected. The BCC has approved the construction contract for the project.

Following an RFP process, a loan has been secured. A new schedule for construction was provided by County Engineering at the end of January with agreement from the Palm Beach TPA and FDOT. The ITB is to be issued on 4/23/23. Notice to proceed is targeted for 10/20/23. Construction is to be completed by 2/28/25.

Staff is consulting with bond counsel through the Florida League of Cities to acquire a loan for the Westgate Avenue and Seminole Blvd. projects. Bond counsel is requiring that the Agency receive approval from its governing body (BCC) to secure the loan. The BCC adopted a Resolution on September 13, 2022, to authorize an \$11,000,000 loan. Five banks have submitted a proposal to the bond counsel to provide the funding. The schedule laid out in the LAP agreement between County Engineering and FDOT has now been impacted due to the delay incurred to secure upfront financing. A request has been made to FDOT through the PBC TPA for a time extension. We await a response.

The bid process for the project was put on hold by County Engineering. The County is requiring that the

total construction cost of the project be given to the County in advance of entering into a contract with a contractor; the CRA has been given a time extension to try to accommodate this requirement. PBC Engineering issued an Invitation to Bid on February 20th. Bid opening was scheduled for March 29th.

American Consulting Engineers (ACE) has completed design plans to 100% constructability. PBC Engineering Streetscape section is reviewing. 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.

CRA Strategic Plan (ONGOING – TO BE REVISITED)

CRA staff will revisit work on a 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.

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.

Private Redevelopment Projects

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

Projects	Address	Status
NorWest Pointe	Westgate at Tallahassee	<ul style="list-style-type: none"> ▪ WCRA recommendation 11/13/23 ▪ Rezoning to RM, DRO approval for additional density for a 9-unit MF rental project
Big Dreams Preschool	1713 Quail Drive	<ul style="list-style-type: none"> ▪ In Zoning – 5/9/23 CRA recommendation ▪ Class B + variances to reestablish a day care use at former Opportunity Inc. site
Al Packer Fleet Services	1668 N Military Trail	<ul style="list-style-type: none"> ▪ In Zoning -- 5/8/23 CRA recommendation ▪ Rezoning to CG, BCC approval for heavy vehicle repair & maintenance
PBC Fire Station #24	Westgate at Seminole	<ul style="list-style-type: none"> ▪ In Zoning – 3/13/23 CRA Board meeting, BCC in August ▪ Rezoning to PO
Aero Village	1699-1705 N. Congress Ave	<ul style="list-style-type: none"> ▪ In Zoning – 1/9/23 CRA Board meeting ▪ 4-stories, 38-unit market rate MF rental development
Westgate Terrace (Danza Group)	2636 Westgate Ave	<ul style="list-style-type: none"> ▪ In Zoning – CRA option contract extended ▪ 4 stories, 46 units – professional office/medical office use on ground floor ▪ CRA-owned parcels, developed with NMTC fed grant in partnership with CRA/PBD DHED
Greene Industrial (aka McDonald Industrial)	1501 N. Florida Mango Rd.	<ul style="list-style-type: none"> ▪ Under construction ▪ 5/9/22 CRA Board meeting ▪ DRO site plan amendment for 62,011 sf office-warehouse use; site to be reconfigured to eliminate all other buildings
The Hangar & Airfield Business Park	1050 N. Congress Ave. (former PBKC collateral property)	<ul style="list-style-type: none"> ▪ Under construction ▪ BCC approval in August 2022 – in DROE for arch. ▪ 2/14/22 CRA Board meeting ▪ 60,000+ sf of privately owned warehouse units with collocated additional warehouse, vehicle sales/repair, community and assembly membership non-profit space
EZ Express Carwash	1098 N. Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> ▪ DRO approval in April for a 2,700-sf. automatic carwash
Cherry Road Plaza MUPD – Extra Space Storage	Cherry Rd	<ul style="list-style-type: none"> ▪ In permitting ▪ Approval for ABN, DOA, Variances, DRO approval for a 161,000 sf (phased) self-service storage facility
Murphy Express Gas Station/C-store	1010 Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> ▪ In permitting ▪ DROE approval February ▪ demolish vacant Walgreens, relocate/ expand existing Murphy Express/add c-store
Palm Key Apartments	Cherokee Ave.	<ul style="list-style-type: none"> ▪ DRO approval in March 2023 ▪ 7 townhome-style multifamily units on .46 ac – utilizing CRA density bonus units
Uovo Art self-service storage	4200 Westgate Ave.	<ul style="list-style-type: none"> ▪ Under construction ▪ BCC approval of ABN- Sept. '21 meeting ▪ proposing a 4-story, 50,000 sf fine art storage facility
Autumn Ridge LITC	Congress Ave.	<ul style="list-style-type: none"> ▪ Under construction ▪ DRO approval – LIHTC funded ▪ 106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG

Greene Apartments	1710 N. Congress Ave.	<ul style="list-style-type: none">▪ Under construction▪ 198 units (138 density bonus units from WCRA pool; 55 income restricted units)▪ SFWMD permit utilizes acre feet from the Preserve
Fern House	1958 Church St.	<ul style="list-style-type: none">▪ Under construction▪ Addition/accessory structure & renovation

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

September 11, 2023

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

Mr. Daniels, the Board Chair, called the meeting to order at 5:17p.m. The roll was called by Ms. Bui.

Present: Ronald L. Daniels
Joanne Rufty
Teliska Wolliston
Ruth Haggerty

Absent: Enol Gilles
Ralph Lewis
Joseph Kirby

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

Absent:

Others Present: Deputy Gomez (Virtually Via Zoom).
Dorritt Miller attended in person

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 August 14, 2023 minutes. Motion carried (4-0)**

IV. PUBLIC COMMENT

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

V. DISCLOSURES

- No Disclosures

VI. CONSENT AGENDA

- No Consent Agenda

VII. REGULAR AGENDA

1. Approval of Proposal from BG Group to Demolish 1304 Seminole Blvd.

Mr. Michel presented the item to the Board.

The CRA has received a bid proposal from the BG Group to demolish 1304 Seminole Blvd. The CRA purchased 1304 Seminole Blvd. through foreclosure in 2011 to assemble land for redeveloping the Westgate Avenue Corridor. The property is dilapidated as it has not been occupied since it was purchased. The property is a three-bedroom one-bath single family home built in 1961. It is not worth repairing since single family residence is no longer the best use in this sub-area. In March 2023, the CRA received a grant from the Solid Waste Authority in the amount of \$40,122 from their Blighted and Distressed Property Clean-Up Grant to demolish the building and beautify the site.

Last month, the CRA office issued a Request for Proposal for the demolition. BG Group proposed to complete the demolition for \$57,460.00. The Group will be responsible to confirm that all utilities have been removed, obtain permit, demolish and dispose of the one-story building including canopies, slabs and foundations, remove and dispose of the concrete sidewalk, concrete slab and concrete pavement, abandon septic system if any, and provide water supply to control dust and fire to complete the work.

The SWA grant will pay for a portion of the total cost.

Staff are asking the Board to approve the proposal and authorize the Board Chair to execute an agreement with the BG Group to demolish 1304 Seminole Blvd for \$57,460.00

Ms. Haggerty enquired about the septic tank if we should include it in the price or bring the item back.

Mr. Michel responded that the price to completely remove the septic system can be included in the contract.

Ms. Haggerty also asked who is responsible for the permit.

Mr. Michel responded that BG Group will pull the permit, but the CRA will pay the permit fee as an additional cost.

Mr. Daniels suggested that there should be an asbestos survey done by a different contractor.

Mr. Michel agreed to order a new asbestos survey for the property.

It was moved by Ms. Haggerty and seconded by Ms. Rufty to authorize Board Chair to execute an agreement with the BG Group to demolish 1304 Seminole Blvd for \$57,460.00. Motion passed unanimously (4-0).

2. Approval of Proposal with Limited Editions Landscaping and Tree Trimming, LLC to Remove Trees and Vegetation from 1304 Seminole Blvd

Mr. Michel presented the item.

The 1304 Seminole site has a lot of mature nonnative trees that need to be removed. The CRA received a proposal to remove and dispose of the trees from Limited Editions Landscaping and Tree Trimming, LLC for \$22,000.00. Limited will remove all overgrown vegetation and trees around the entire property and install sod after the building is demolished and all trees are cleared.

Mr. Daniels suggested that we should not remove all the trees.

Staff agreed to revisit the site and see which trees the CRA should keep.

It was moved by Ms. Rufty and seconded by Ms. Haggerty to authorize the Board Chair to execute an agreement with Limited Editions Landscaping and Tree Trimming, LLC for clearing trees and install sods at 1304 Seminole Blvd. for a total amount of \$22,000.00. Motion passed unanimously (4-0)

3. Authorization to Provide Funding to Palm Beach County Engineering Department for Westgate Avenue Streetscape

Mr. Michel presented the item.

The Westgate Avenue Streetscape project is ready to go to construction. The design was completed in 2021. In 2022, The CRA took a construction loan from Truist Bank. The Palm Beach County Engineering Department did an RFP for the project in 2023. FDOT has approved the bid. Now, the construction can begin. The total construction cost is estimated at \$9,355,620.34 by the Palm Beach County Engineering Department as follows,

\$7,658,620.34	Construction Contract
\$ 15,000.00	Testing Lab
\$1,532,000.00	Contingency
\$ 150,000.00	Staff Costs
\$9,355,620.34	Grand Total

The \$11 million borrowed from the bank was not enough to cover the total construction cost of the Westgate Avenue since we have already spent almost \$4 million of the loan proceeds to pay for Belvedere Heights Drainage Phase 2, Seminole Blvd. streetscape construction, and Cherry Road Design.

In the other projects, the County had requested that the CRA pay the total cost, including the amount that will reimburse by FDOT, before the construction contract is executed; however, the County Administration and the Engineering Department understood the need and has agreed to deduct from the total amount the \$3,227,034 million that FDOT will reimburse at the end of the project. The Engineering Department is only requesting \$6,128,586.34 from the CRA to award the construction contract.

At the end of the project, the CRA may receive some money back or pay extra depending on how much money FDOT reimburses to the County and on how much of the contingency amount is actually used.

Staff are asking the Board to authorize the payment of \$6,128,586.34 to the Palm Beach County Engineering Department for the construction of the Westgate Avenue Streetscape.

It was moved by Ms. Rufty and seconded by Ms. Haggerty for staff to authorize the payment of \$6,128,586.34 to the Palm Beach County Engineering Department for the construction of the Westgate Avenue Streetscape. Motion passed unanimously (4-0).

VIII. STAFF REPORTS

On September 7, 2023 Landmark Development had a ground breaking ceremony for Autumn Ridge Apartments.

BOO at the Park, is scheduled for Friday October 13th.

Dorrit Miller, Assistant County Administrator attended her last WCRA Board Meeting. Ms. Miller is retiring on October 13, 2023. She addressed the Board and expressed the joy she experienced working with the CRA. She complimented the CRA on their accomplishments and wished the agency continuing success. Ms. Miller has helped the WCRA with a lot of projects during her tenure. She helped negotiate the 2022 \$11,000,000 revenue note and the financing of the Westgate Avenue lane repurposing project.

IX. AJOURNMENT

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

Mai Bui Administrative Assistant, Westgate CRA

Professional Services Agreement Additional Work No.1

Additional Work not covered by original proposal dated February 3, 2022.

Date: September 26, 2023

Name of Project: **Westgate CRA – ULDC**
Client Name: Mr. Elizee Michel, Executive Director, Westgate/Belvedere Homes CRA
 Mrs. Denise Pennell, Senior Planner, Westgate/Belvedere Homes CRA
Client Address: 1280 N Congress Ave. Suite 215
 West Palm Beach, FL 33409
Phone Number: (561) 640-8181
Email: emichel@pbcgov.org
dpennell@pbcgov.org

Brief Description: **Task 1 :** Continue working with WCRA staff to re-organize and streamline WCRA code language. The scope has grown to include many other sections of the code to meet the commissioner's request.

Task 2 : Continue working with WCRA staff through research into comparable jurisdictions, parks, & recreation calcs, population numbers to assist in understanding LOS standards.

Fee Estimate: We estimate the time to complete this task equates to **\$15,000.00** plus reimbursable expenses. This will be billed on an hourly basis pursuant to the hourly rates listed below:

Hourly Rates:	Principal	\$145.00	Landscape Architect	\$100.00
	Senior Planner	\$125.00	Landscape Designer	\$ 80.00
	Planner	\$115.00	CAD Technician	\$ 75.00
	Sr. Landscape Architect	\$ 115.00	Administrative	\$ 55.00

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

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

Acceptance: If the terms of this additional work agreement are acceptable, please have an authorized representative of the client sign one (1) copy and return it.

Accepted by: _____
Jon E. Schmidt, President

Accepted by: _____

Date: _____

Date: _____

1

**Westgate/Belvedere Homes Community Redevelopment Agency
WORK ASSIGNMENT AGREEMENT
FOR CONSULTING SERVICES**

Schmidt Nichols Landscape Architecture & Urban Planning

DATE: 2/22/2022

WORK ASSIGNMENT #4 FOR CONSULTING SERVICES

CRA PROJECT BUDGET CODE: Technical Assistance

CRA PROJECT NAME: WCRAO/ULDC 2022 Amendments

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

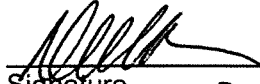
Title: Technical Assistance – Planning Services

- I. **PROJECT DESCRIPTION:** The firm shall provide planning services to assist WCRA staff with amendments to the WCRAO and ULDC, including multiple meetings with WCRA and County staff, code research, code language drafting and revisions, and representation at public hearings, as set forth in Exhibit A attached to this Work Assignment.
- II. **SCOPE OF SERVICES:** The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.
- III. **BUDGET:** Not to Exceed \$25,000.00
- IV. **COMPLETION DATE:** 12/31/2022 (or when amendments are adopted by the BCC)

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

WITNESSES:



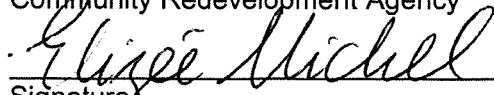
Signature,

Denise Pennell

Printed Name:

CRA:

Westgate/Belvedere Homes
Community Redevelopment Agency



Signature

Elizee Michel, Executive Director

Printed Name:

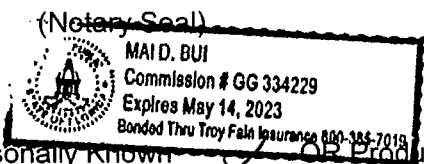
Carmen Patricia Geraine

Signature

Carmen Patricia Geraine

Printed Name:

The foregoing instrument was acknowledged before me this 22nd day of February, 2022 by
Elizoe Michel (name of person acknowledging).



[Signature]
Signature of Notary Public - State of Florida

Personally Known [initials] OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

Jeannie Avalos

(Name Printed or Typed)

[Signature]
Signature

Nour Darwish

(Name Printed or Typed)

[Signature]
Signature

CONSULTANT:

Schmidt Nichols

Company Name _____

[Signature]
Signature

Jon E. Schmidt

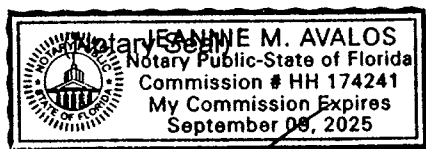
(Name Printed or Typed)

COUNTY OF Palm Beach

(Corporate Seal)

STATE OF Florida

The foregoing instrument was acknowledged before me this 22nd day of February, 2022 by
Jon E. Schmidt (name of person acknowledging).



[Signature]
Signature of Notary Public - State of Florida

Personally Known [initials] OR Produced Identification _____

Type of Identification Produced: _____



Professional Services Agreement - Continuing Services Contract

Date: February 3, 2022

Name of Project: Westgate CRA – Unified Land Development Regulations (ULDC) Amendments (2022 ULDC Amendment Round)

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

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

Phone Number: (561) 640-8181

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

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

Brief Description: Westgate CRA has requested consulting services to assist with efforts to incorporate proposed ULDC amendments into the WCRA Overlay to address Supplementary Standards, Density Bonus Programs, Signage, Split Zoning, Parking Regulations, Sub-area PDR, and landscape modifications to name a few. Also ensure that Code related Comprehensive Plan Policies are concurrently addressed. This will include drafting of Code language, meetings with County staff and various associated agencies. Represent the amendments through the LDRAB and BCC. The scope of work will be accomplished over a period of time commencing in February 2022 with final adoption of said Code Amendments tentatively in December 2022.

Task 1: Prepare for and attend reoccurring meetings with WCRA staff as well as coordination with other County agencies as proposed Code language is developed. This task will include round table discussions and brainstorming sessions with the WCRA to develop the code language and prepare justification and formatting of the proposed Code amendments for submittal to County Zoning. Attend workshops as necessary with WCRA Board and interested parties. The amendments to be reviewed and modified are those found in the letter issued to Palm Beach County Principal Site Planner, dated November 29, 2021. Hourly Budget: \$ 15,000.00

Task 2: Conduct research regarding the ULDC as it relates to the amended sections of the Overlay as well as cross referencing other section of the Code to ensure compliance/compatibility. Hourly Budget: \$4,000.00

Task 3: Public representation at applicable Boards/Committees/Commissions (WCRAO Board, LDRAB / LDRC, BCC 2 readings) Hourly Budget: \$6,000.00

Fee Estimate: The tasks referenced above will be billed on an hourly basis (not to exceed \$25,000.00) based on the previously contractually agreed upon fee structure below plus reimbursable expenses. Fees required to address building permit review comments will be billed on an hourly basis as detailed below.

Hourly Rates:

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

Reimbursable: Photography/ Reproduction/ Printing/Mileage/Color Graphics
1551 N. Flagler Drive, Ste 102 West Palm Beach, Florida 33401 ■ Tel. (561) 684-6141 ■ jschmidt@snlandplan.com

Payment:

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

Acceptance:

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

Accepted by: _____

Jon E. Schmidt, President

Accepted by: _____

Elizée Michel

Date: _____

02/22/22

Date: _____

February 22, 2022

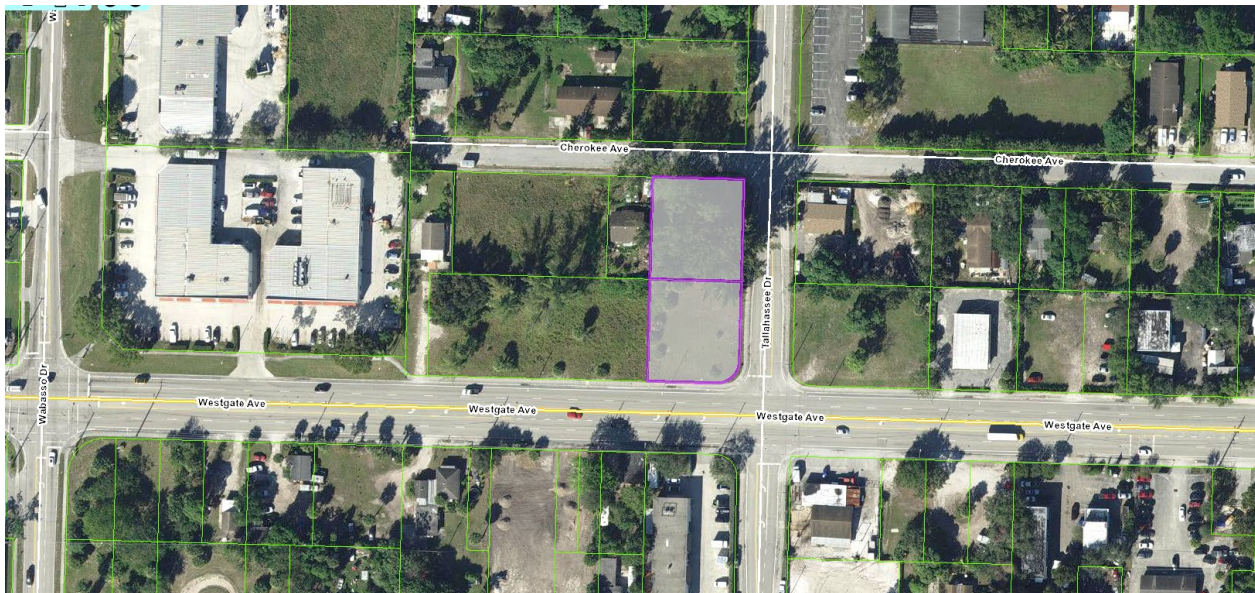
Westgate CRA Board Meeting
November 13, 2023

AGENDA ITEM SUMMARY

NorWest Pointe (previously Catayu Apartments)

Westgate at Tallahassee

Official Zoning Map Amendment (Rezoning) to RM
Control No. 2023-00047



Location Map

Site Background

The subject +/- 0.54-acre site is located on the northwest corner of Westgate Avenue at Tallahassee Drive, extending the full block depth north to Cherokee Avenue. The property is vacant, and partially overgrown with vegetation. Zoning records indicate no prior uses or resolutions.

The site is within the NC (Neighborhood Commercial) Sub-area of the WCRAO, and is comprised of two lots. The site has a split zoning designation with the lot at the southwest corner of Cherokee Avenue at Tallahassee Drive within the RH (Multifamily Residential) zoning district and the lot fronting Westgate Avenue at Tallahassee Drive within the CN (Neighborhood Commercial)

zoning district. The site has a Future Land Use designation (FLU) of CH/8 (commercial high with an underlying residential land use of 8 du's/acre). The site is in the U/S (Urban/Suburban) Tier, the RRO (Revitalization and Redevelopment Overlay), the URA (Urban Redevelopment Area), and in the Westgate CCRT area.

To the east of the subject site is a vacant lot which fronts Westgate Avenue, and a single-family residential use along Cherokee Ave., both zoned CG. A CG zoned vacant residential lot is to the north of the site. To the west is an existing single-family use; zoned CG. Across Westgate Avenue to the south of the site are commercially zoned properties operated by KCL Plumbing, a plumbing contractor. All adjacent properties have a CH/8 FLU.



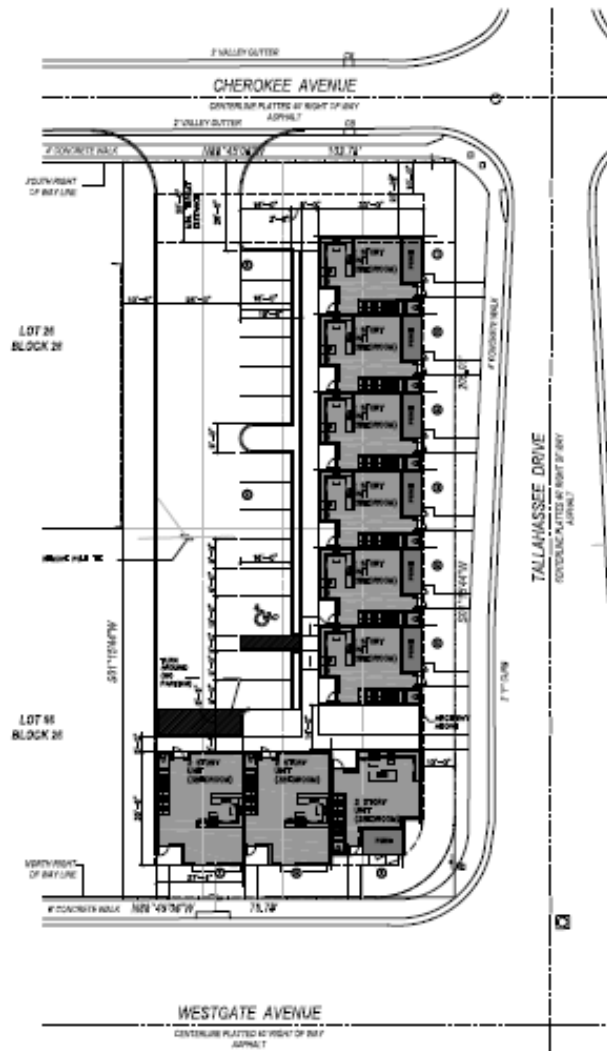
Existing Conditions

Proposed Development - NorWest Pointe Multifamily Residential

The parcels that comprise the site were purchased by the current owner in 2017. The applicant proposes to develop a two-story 9-unit multifamily rental project consisting of seven (7) 2-bedroom units and two (2) 3-bedroom units. The future land use allows the site to develop 4 units by right. Since the project proposes 9 units, an additional 5 units are requested from the WCRAO Density Bonus Program (DBP) unit pool. The increase in density offered by the DBP pool will provide for a site density of just over 16 du's per acre. The WCRAO allows up to 22 bonus

units per acre to be approved administratively by the DRO. Since the site is within two zoning districts, the applicant is proposing a rezoning of both parcels to RM (Multifamily Residential) for zoning map consistency.

To facilitate the entitlements process, and allow the site to develop as multifamily, the owner is proceeding with a request to rezone the site as a standalone application, in advance of the site plan approval process. Once the site is rezoned, the owner will proceed to DRO review for the units requested from the WCRAO Density Bonus Program. An official zoning map amendment requires BCC approval via public hearing. The applicant is requesting CRA Board recommendation of approval for rezoning of the site only at this time.



Preliminary Site Plan

Summary of Petition

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

1. To allow an Official Zoning Map Amendment (“Rezoning”) from the Neighborhood Commercial (CN) and Multifamily Residential (RH) to Multifamily Residential (RM) of the 0.54-acre subject site at Westgate Avenue at Tallahassee Drive.

Staff Analysis & Review

Consistency with the CRA Community Redevelopment Plan & WCRA Zoning Overlay

A primary objective of the CRA’s review is to consider appropriateness of use and consistency with the intent, goals, and visions of the CRA Redevelopment Plan. Staff must also contemplate projects in the redevelopment district in a way that facilitates economic development, and investor interest, with a critical eye that considers how a project will impact the community over the long term. The project will benefit the community, will enhance the character of the Westgate Avenue corridor, and will provide much needed market rate and affordable workforce housing units for moderate to middle income households. This project comes at a time when the housing market is seeing a lack of supply of rental units that could be considered affordable by a large percentage of the population coupled with increasingly inflated sales and rental rates across the County. An increase of moderate to middle income households could have a very powerful economic impact on the CRA and could lead to a shift in how development or redevelopment is perceived and initiated in the CRA.

Within the Neighborhood Commercial (NC) Sub-area of the WCRAO, mixed use is encouraged, but not required, and residential-only projects are allowed. CRA Staff supports the request to rezone the site for zoning map consistency, corresponding to the intent of the NC sub-area.

Consistency with the WCRAO & ULDC Standards for Official Zoning Map Amendments

The proposed rezoning is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan, particularly the Provision of Affordable Housing outlined in the Housing Element. The applicant has provided adequate justification for the rezoning request pursuant to the standards of ULDC Art. 2 and Art. 3.B.14.D.2. The proposed project is compatible with the Comp Plan, the ULDC and surrounding uses, has no adverse impact on the natural environment, and is consistent with development patterns. Rezoning to RM is justified by the site’s future land use and proposed density and use and is generally consistent with policies for infill development outlined in the Comprehensive Plan.

Staff Recommendation

Staff supports a CRA Board recommendation of **approval** for the following application request:

1. To allow an Official Zoning Map Amendment (“Rezoning”) from the Neighborhood Commercial (CN) and Multifamily Residential (RH) to Multifamily Residential (RM) of the 0.54-acre subject site at Westgate Avenue at Tallahassee Drive.



Palm Beach County Zoning Division
2300 N. Jog Road
West Palm Beach, Florida 33411
Phone: (561) 233-5200
Fax: (561) 233-5165

GENERAL APPLICATION
PUBLIC HEARING AND DRO ADMINISTRATIVE PROCESSES

1. REQUEST(S)

✓ *Check Type(s) of Application Request(s) and complete as applicable:*

PUBLIC HEARING REQUESTS:

- ☐ **Official Zoning Map Amendment** from _____ Zoning District to _____ Zoning District
- ☐ With a **Concurrent Land Use Amendment** from _____ Land Use to _____ Land Use
- ☐ **Class A Conditional Use (CA)** for _____
- ☐ **Class B Conditional Use (CB)** for: _____
- ☐ **Development Order Abandonment (ABN)** of Resolution No: _____ which allowed _____
- ☐ **Expedited Application Consideration (EAC)** for: _____
- ☐ **Development Order Amendment (DOA)** to a previously approved:

☐ **COZ** ☐ **PDD/TDD** ☐ **Class A** ☐ **Class B** ☐ **Other:** _____

☐ To modify and/or delete Conditions of Approval;

☐ To add and/or delete land area;

☐ To reconfigure Plan(s) ☐ Master ☐ Site ☐ Subdivision

☐ To add and/or delete units;

☐ Landscape ☐ Regulating ☐ Sign Plan

☐ To add, delete, or modify Uses;

☐ To add and/or delete square footage;

☐ To add access points;

☐ Other: _____
- ☐ **Type 2 Variance:** *(Submit Form #43 Variance Supplemental)* **Concurrent** ☐ **Standalone** ☐
- ☐ **Subdivision Variance:** *(Submit Form #43 Variance Supplemental)* **Concurrent** ☐ **Standalone** ☐
- ☐ **PO Deviations:** *(Submit Form #92 PO Deviation)* from Article(s) _____
- ☐ **Pre-Application Conference (PAC) IRO or PRA:** *With Questions?* ☐ Yes ☐ No
- ☐ **Type 2 Waiver:** *(Submit Form #19 Waiver Supplemental)* **Concurrent** ☐ **Standalone** ☐
- ☐ **Unique Structure:** _____
- ☐ **Other:** _____

DRO ADMINISTRATIVE REQUESTS:

- ☐ **Expedited Development Review Officer** approval (DROE) *(within 2 months of BCC/ZC approval)*
- ☐ **Use** subject to **Development Review Officer (DRO)** approval for _____
- ☐ **Pre-Application Conference (PAC) - Concurrent Review:** *With Questions?* ☐ Yes ☐ No
- ☐ **Type 2 Concurrent Review:** ☐ with Building Permit # _____ or ☐ with Plat, Name/No. _____
- ☐ **Type 3 Concurrent Review** *(Zoning, Land Development and Building)*
- ☐ **Administrative Modification** to a Plan approved by the ZC / BCC / DRO for _____
- ☐ **Administrative Abandonment (ABN)** of a DRO Approval _____
- ☐ **Subdivision** _____
- ☐ **Transfer of Development Rights (TDR)** *(Submit Form #16 TDR Supplemental)* _____
- ☐ **Type 1 Waiver** *(Submit Form #19 Waiver Supplemental)* from Article _____ for _____
- ☐ **Other** _____

2. APPLICANT INFORMATION

Current Property Owner(s) Name: _____
Address: _____ City: _____
State: _____ Zip: _____
Phone: _____ Cell Phone: _____
Email Address: _____

Applicant’s name (if other than property owner(s): _____
Address: _____ City: _____
State: _____ Zip: _____
Phone: _____ Cell Phone: _____
Email Address: _____

☐ Check (✓) here if Applicant is a contract purchaser. Consent is required from the contract purchaser if a contract is pending to purchase the subject property. Home Owners Association (HOA) or Property Owners Association (POA) consent will be required if subject property is under common ownership or request is to modify any aspect of the project which applies to the entire development (i.e. condition of approval, internal roadway, etc.)

Agent:* _____ Name of Firm: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Cell Phone #: _____
Email Address: _____

Agent:* _____ Name of Firm: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Cell Phone #: _____
Email Address: _____

* All correspondence will be sent to the Agent(s) unless otherwise specified.

3. PROPERTY INFORMATION (* Required Fields)

A. *Property Control Number (PCN): <i>(List additional PCN(s) on separate sheet)</i>	
B. *Control Number:	
C. *Control Name :	
D. Application Number:	
E. *Application Name:	
F. Project Number:	
G. *Gross Acreage:	
H. Gross Acreage of affected area:	
I. *Location of subject property: <i>(proximity to closest major intersection/ road)</i>	
J. *Address:	
K. *BCC District:	
L. Overlay (Special Study Area):	
M. Tier	<input type="checkbox"/> U/S <input type="checkbox"/> R/EX <input type="checkbox"/> AGR <input type="checkbox"/> GLADES

4. LAND USE AND ZONING INFORMATION

Current Future Land Use designation:		Proposed Future Land Use designation:	
Current Zoning District:		Proposed Zoning District:	
Existing Use(s):		Proposed Use(s):	
Existing Square Footage:		Proposed Square Footage:	
Existing Number of Units:		Proposed Number of Units:	

5. ARCHITECTURAL REVIEW

This application is subject to the requirements of Article 5.C, Design Standards and request review of the proposed elevations concurrent with:

- ☐ Type 1 Projects Requiring BCC Approval

☐ Type 2 Projects Requiring ZC Approval
- ☐ Type 3 Projects Requiring DRO or Site Plan Approval

☐ Type 4 Projects Requiring Building Permit Approval

This application also includes request(s) for Elevation review and consideration, as indicated below:

- ☐ Revise previously approved Elevations;
- ☐ Non-conforming structures that are subject to Article 5.C, Percentage of Renovations;
- ☐ Approval for Green Architecture (*Type 1 Waiver*, Art.5.C.1.E.3)
- ☐ Approval for Unique Structure (Art.5.C.1.E.2)

Note: *All application documents shall be consistent with the current Technical Manual, refer to the Zoning Web Page.*

6. ADJACENT PROPERTIES								
Complete the chart below to identify the Use and Zoning information for the surrounding properties to the project.								
Adjacent Property	FLU	Zoning District	Existing Use (Res, Comm, Ind, etc.)	Approved Use (Res, Comm, Ind, etc.)	Existing Sq. ft. or DU/AC	Approved Sq. ft. or DU/AC	Control # (FKA Petition #)	Resolution # R _
EAST								
NORTH								
SOUTH								
WEST								

7. COMPLIANCE	
YES <input type="checkbox"/> NO <input type="checkbox"/>	Is the property in compliance with all previous Conditions of Approval and applicable Code Requirements? <i>If no, please explain in the Justification Statement.</i>
YES <input type="checkbox"/> NO <input type="checkbox"/>	Is the property currently the subject of Code Enforcement action? <i>If yes, provide Code Enforcement Case Number: _____</i>
YES <input type="checkbox"/> NO <input type="checkbox"/>	Will the request require modification(s) to a recorded plat or plat with Technical Compliance? <i>If yes, explain in the Justification Statement.</i>
YES <input type="checkbox"/> NO <input type="checkbox"/>	Is the subject property an existing legal lot of record? <i>If no, submit Legal Lot Review Application to the Land Development Division.</i>
YES <input type="checkbox"/> NO <input type="checkbox"/>	Does the proposed improvements exceed the allowable improvement value of the existing structure as identified in ULDC, Article 1? <i>If yes, comply with Article 1.F – Nonconformities.</i>

8. PROPOSED USE DETAILS					
Building Name	Use(s) (as per ULDC)	Square Footage	Number of Units	Phase Name	Outparcel

9. CONCURRENCY			
Concurrency Reservation <input type="checkbox"/>		Concurrency Equivalency <input type="checkbox"/>	
Concurrency Exemption <input type="checkbox"/>			
A. Water Provider:			
B. Waste Water Provider:			
C. Drainage District:			
D. Traffic Provider:		Traffic Trips Existing:	
E. Mass Transit Provider:		Traffic Trips Proposed:	
F. Traffic Capacity:		Number of Gross Peak Hour Trips = <i>(If greater than 30; a traffic study will be required)</i>	
G. Public School:			
H. Public Health Provider:		Well /Septic tank :	
I. Parks			
J. Fire Rescue			
K. Solid Waste:			
L. Check the proposed means of achieving access from the development site to a point of Legal Positive Outfall for storm water discharged from the site: <input type="checkbox"/> Property is contiguous to a natural waterway, or a canal owned and operated by a water control district. <input type="checkbox"/> Property owner has legally established drainage rights to convey storm water through all intervening properties between the development site and natural waterway or water control district canal. <input type="checkbox"/> Property abuts a road with a functioning drainage system, and property owner has obtained written confirmation from the entity responsible for maintaining the road that the proposed development is eligible to utilize the road drainage system, subject to meeting all permit requirements for drainage connection. <input type="checkbox"/> Other (specify): _____			

10. ENVIRONMENTAL ANALYSIS	
ENVIRONMENTAL RESOURCE MANAGEMENT (ERM) – Art. 14.B.8.C	
Is there Native Vegetation on Site?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes; a Pre-Application Appointment with ERM is required; Enter date of PAA meeting with ERM _____;
General Vegetation Statement:	
Existing and Proposed Grade/Elevation where existing Native Vegetation is to be preserved:	
Is site in a Wellfield protection zone?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes; submit Wellfield Protection Affidavit , available from ERM
HEALTH DEPARTMENT – Art.15	
In Justification Statement, under heading “Hazardous Material”, address type(s) and amount of: 1) all industrial, manufacturing, special or hazardous waste that may be generated; 2) airborne pollutants that may be generated (i.e. dust or other unconfined particulates such as NOx, SOx, CO, VOC’s, heavy metals, etc.); and, 3) any special handling of solid waste that may be required.	

This application is not complete without the following documents as attachments:

1. **Justification Statement:** to address the purpose, project history, intent and design objectives of this request, refer to Art.2.A.6.A.1 for the required information.
2. **Status of Conditions of Approval (COA):**

a. Provide letter/document which includes the status of all current Conditions of Approval;

b. Include the exact language for any modification(s) to any Condition of Approval;

c. If the application request requires time extension for Commencement of Development or recording a Plat, then provide further explanation. (This explanation may be added to the Justification Statement.)

Note: Please refer to PZB Zoning Website for all ULDC Articles <http://www.pbcgov.com/uldc/index.htm> referenced in this document and the Technical Manual for helpful information <http://www.pbcgov.com/techmanual/index.htm>

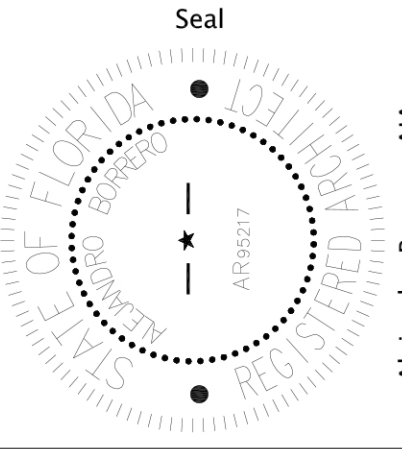


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Email: alejandro@borreroarch.com
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PROJECT:
WESTGATE AVENUE RESIDENTIAL
Westgate Avenue & Tallahassee Rd
West Palm Beach, Florida

Client:
Calayu Group
3797 S Military Trail
Lake Worth FL 33463



THE DRAWINGS AND ALL THE IDEAS, ARRANGEMENTS, DESIGNS AND PLANS INDICATED THEREON OR REPRESENTED THEREBY ARE OWNED BY AND REMAIN THE PROPERTY OF BORRERO ARCHITECTURE, INC. AND NO PART THEREOF SHALL BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER EXCEPT WITH THE SPECIFIC WRITTEN PERMISSION OF BORRERO ARCHITECTURE, INC.

REVISIONS		

Drawing Title

Scale see plans
Project No. 22037
Date 02-21-23

Drafted by: LR
Checked by: AB

Sheet No.

A3.0



1 SOUTH ELEVATION (WESTGATE AVENUE)
A3.0 SCALE: 1/8" = 1'-0"



2 EAST ELEVATION (TALLAHASSEE DRIVE)
A3.0 SCALE: 1/8" = 1'-0"

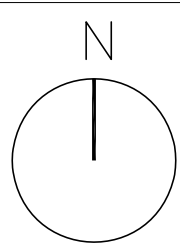
Property Development Regulations - RM - Multifamily Residential							
Depth	Building Coverage	Setbacks / Separation				NC Sub Area	
		Front*	Side (Cherokee)	Side (west)	Rear**	Min Blg Frontage	Max Height
0'	40%	10' Build-to	10'	10'	NA	60%	72'
78'	26%	10'	10' 4"	41' 6"	NA	80% Westgate / 82% Tallahassee	28'

PROJECT: WESTGATE AVENUE RESIDENTIAL
Westgate Avenue & Tallahassee Rd
West Palm Beach, Florida

Client:
Catayu Group
3797 S Military Trail
Lake Worth FL 33463

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PSP-1



34

**Application Rezoning from CN and RH to RM, Westgate Ave.
NorWest Pointe
Justification Statement**

Justification Statements Per Section 2.A.6.A.1

a. Summary of the requests.

The subject site is comprised of 23,736 square feet (or 0.545 acres) and is located on the northwest corner of Westgate Avenue and Tallahassee Drive with Cherokee Avenue to the north in unincorporated Palm Beach County. The project consists of two parcels with the Westgate Ave. parcel zoned CN and the Tallahassee Drive property zoned RH. The project is proposed to include a total of nine (9) multifamily rental units, and a site plan will be submitted subsequent to approval of the rezoning. The subject site has a Future Land Use designation of CH-8, is located in the NC Sub-Area of the WCRAO, and this application requests rezoning of both parcels from CN and RH to RM.

b. Project history with prior resolutions.

There are no prior resolutions, this is not applicable. However, a pre-application meeting was held on March 14, 2023 and the checklist is attached.

c. Analyses of the applicable Standards pursuant to 2.B.

Section 2.B.7.A.2 states that when considering an application for Rezoning to a Standard Zoning District with or without COZ, the BCC or ZC shall utilize the Standards a through g indicated below.

a. Consistency with the Plan. The proposed use or amendment is consistent with the Plan.

This application is consistent with the underlying CH-8 Future Land Use Designation, and Future Land Use Element policy 2.4-g which states that “in order to encourage eastward development and a tapering off of density towards the western edge of the Urban/Suburban Tier and support development within the Urban/Suburban Tier in the Glades, or to protect rural residential areas by concentrating needed housing units where urban residential future land use designations already exist, bonus densities may be applied for as follows: 3. In the Revitalization and Redevelopment Overlay, up to 4 du/acre additional.”

b. Consistency with the Code. The proposed use or amendment is not in conflict with any portion of this Code, and is consistent with the stated purpose and intent of the code.

The subject site is zoned CN and RH within the Westgate CRA Overlay in the NC Subarea. To enable development of residential the request is to rezone to RM (Residential

Multifamily). The project will be designed to comply with all the NC Subarea Property Development Regulations as specified in Table 3.B.14.F – WCRAO Residential Sub-area PDRs. This application is also consistent with the intent of the WCRAO NC subarea intended to be the key focal point of the redevelopment area, with provisions to encourage and incentivize mixed use development by providing higher density residential development in blocks fronting on Westgate Boulevard to assist in supporting future commercial and mixed use development.

c. Compatibility with Surrounding Uses. The proposed amendment is compatible, and generally consistent with the existing uses and surrounding zoning district for the parcel of land. In making this finding, the BCC may apply an alternative zoning district.

The NC Subarea of the WCRAO is intended to be the key focal point of the redevelopment area with high density and intensity residential, commercial and mixed-use development. The current development pattern includes low-rise and lower density / intensity development including low density residential to the west, north and east, and commercial land to the south.

D. Effect on the Natural Environment. The proposed amendment will not result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands, or the natural functioning of the environment.

The property is located in an existed developed portion of the county with platted lots prepared for construction and adjacent infrastructure. There are no environmentally sensitive lands or species associated with this property, and will include the removal of Australian Pine and Brazilian Pepper, both exotic plant species. As such there is no negative effects on the natural environment through this application.

e. Development Patterns. The proposed use or amendment will result in a logical, orderly and timely development pattern.

The NC subarea is intended to be the key focal point of the WCRAO and the subject site is located in a block fronting on Westgate Avenue where development is needed and encouraged. Residential development in this area will bring added residents which will support existing and future commercial and mixed-use development and enhance the overall redevelopment program.

f. Adequate facilities. The extent to which the proposed use complies with Art 2.F Concurrency.

Article 2.F Concurrency addresses the adequacy of public facility standards for services including water, sewer, solid waste, parks and recreation, fire-rescue, drainage, traffic, and mass transit. The subject site is located on a public street with water, sewer and

storm drainage facilities available, and the project is of a size that the impact on public facilities will be de minimus.

g. Changed Conditions or Circumstance. There are demonstrated changed site conditions or circumstances, provided by the Applicant's Justification Statement that necessitate a modification.

As previously noted, the site is located in the WCRAO NC subarea which is the key focal point of the redevelopment effort in this area. Consequently, additional density is necessary and appropriate to encourage private investment in the area and development to occur in a cost effective manner.

DEMOLITION CONTRACT

THIS CONTRACT, entered into on this ____ of _____, 2023, by and between **THE BG GROUP, LLC**, hereinafter called the "Contractor" and the **WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY ("Westgate CRA")**, hereinafter referred to as the "Owner".

Whose project address and legal description is:

1304 Seminole Boulevard, West Palm Beach, FL 33409

Lots 1,2,3, and 4, inclusive and Lot 31, in Block 28, of 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 ID No. 00-43-43-30-03-028-0010

WHEREAS, the Contractor proposes to execute demolition work to include all labor, materials, equipment, and supervision necessary to complete the demolition in accordance with the Bid Proposal, incorporated herein, for the Contract amount of **\$63,583.00**.

WHEREAS, the Owner agrees to cooperate with the Contractor to facilitate the completion of the work and authorizes the Contractor to utilize any or all necessary equipment, as specified in the Bid Proposal, to ensure progress of the work.

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

ARTICLE 1 – SCOPE OF WORK

The Contractor shall complete all work as specified in the Bid Proposal, described as follows:

Perform structural demolition to include demolition, removal and disposal of (1) one-story building including canopies, slabs, and foundations; removal and disposal of sidewalks, concrete slabs and pavement; freon abatement, bulbs, ballasts, mercury switches, etc.; utility cut and cap; pump-out, removal and disposal of septic tank; rough grading of demolition area; and, demolition permit including administrative fees.

ARTICLE 2 – GENERAL CONDITIONS AND CONTRACT TIMES

No work shall be commenced by the Contractor prior to receiving a written Notice to Proceed from the Owner. Work shall commence not later than ten (10) working days after the receipt of the demolition permit.

All work shall be satisfactorily completed and ready for final payment within **ninety (90) consecutive calendar days** of the Notice to Proceed and **sixty (60) consecutive calendar days** of receipt of the demolition permit. The Contractor recognizes and understands that time is of the essence and that the Owner will suffer financial loss if the work is not completed within the time specified, plus any approved extensions allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the work is not completed on time.

The Contractor is responsible for obtaining all required permits and making all required governmental notifications. The Contractor is responsible for proper disposal of all materials in accordance with all local, state and federal rules and regulations. All materials and labor shall be as specified. All work shall be completed in a workmanlike manner according to standard best practices. Any alteration or deviation from the specifications contained in the Bid Proposal will be executed only upon written consent of the Owner and Contractor. No additional cost will be paid above the contract amount when the Contractor has neglected to properly evaluate the extent of the demolition work.

The Contractor, in all cases, shall leave the work in a finished condition as determined by acceptable building standards. The Contractor will keep the site clean and orderly during the course of the work and remove all debris at the completion of the work.

The Contractor shall permit the Owner, or a designated representative, to enter and inspect all work without notice, visit the site at intervals appropriate to the stage of demolition to determine if the Work is proceeding in accordance with the Contract Documents.

ARTICLE 3 – CONTRACTOR'S INSURANCE

The Contractor shall maintain, on a primary basis, and at the Contractor's sole expense, the insurance coverage's, limits, and endorsements, described below during the life of this Contract. In the event of any lapse in coverage, all work by the contractor must immediately cease. Any interruption of work due to a lapse in insurance coverage shall not cause an extension of the contract completion date. The Contractor acknowledges and understands that the requirements contained herein, as well the Owner's review or receipt of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

The Contractor shall provide the Owner with a certificate of insurance that complies with the following:

1. **NAME OF INSURED:** The Contractor's name appearing on the certificate as the insured shall match the name on the Contractor's license to perform construction work.
2. **INSURANCE COVERAGES:** The certificate of insurance shall contain coverage's, limits, and endorsements that are in full force and effect as follows:
 - a) **Commercial General Liability:**

Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not include any endorsements excluding contractual liability, products/completed operations liability, or cross liability.

b) Business Automobile liability:

Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for owned, non-owned, and hired auto liability. If the Contractor does not own any automobiles, the Contractor must maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for non-owned and hired auto liability, which may be satisfied by way of an endorsement to the Commercial General Liability, or by a separate Business Automobile Liability policy.

c) Worker's Compensation and Employer's liability Insurance:

Worker's Compensation and Employers Liability insurance at the Florida statutory limits, if applicable.

3. **ADDITIONAL INSURED:** The certificate of insurance shall be endorsed to show the Owner as additional insured as pertains to the commercial general liability coverage. The endorsement must either be a:
- i. CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement
 - ii. CG 2026 Additional Insured - Designated Person or Organization endorsement
 - iii. or a similar endorsement.
4. **DELIVERY AND NOTICES OF CANCELLATION:** The certificate of insurance shall include a minimum thirty (30) day endeavor to notify the Owner of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

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

5. **WAIVER OF SUBROGATION:** By entering into this Contract, the Contractor agrees to a Waiver of Subrogation in favor the Owner for each policy required above. When required by the Contractor's insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor agrees to notify the Contractor's insurer and request that the Contractor's policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which has a condition that specifically prohibits such an endorsement, or one that voids the Contractor's coverage should the Contractor enter into such an agreement on a pre-loss basis.
6. **RIGHT TO REVIEW:** The Owner reserves the right to review, modify, or amend any required coverage's, limits, and endorsements during the life of this Contract. The Owner reserve the right, but not the obligation, to review and reject any insurer providing coverage on the Contractor's behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

ARTICLE 4 – PAYMENT TO CONTRACTOR

Final payment to the Contractor shall made following an inspection by the Owner, subject to the Owner's receipt of the following from the Contractor:

1. Original demolition permits with Palm Beach County Building Department final approval;
2. Certificate of Completion;
3. Original contractor's release of lien (with all subcontractors listed); and,
4. Original subcontractors' releases of lien for subcontractors with Notices to Owner.

In the event of default by the Contractor, the Owner reserves the right to hold back the incurred sum from compensation otherwise due the Contractor in order to defray the necessary increased costs under the work as a result of any inexcusable delays caused by the Contractor.

ARTICLE 5 – LIENS, CLAIMS, AND WARNING

Final Payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract covering all labor, materials and equipment for which a lien could be filed to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

ARTICLE 6 – INDEMNIFICATION

The Contractor shall at all times, hereafter, indemnify, hold harmless, and defend the Owner, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission, or negligent act of the Contractor, its agents, and employees in the performance of services under this Contract.

The Contractor further agrees to indemnify, hold harmless and defend the Owner, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of the Contractor resulting from the performance of services under this Contract for which the Owner, its agents, or employees are alleged to be liable.

The Contractor acknowledges and agrees that the Owner would not enter into this Contract without this indemnification of the Owner by the Contractor, and that entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the Owner's rights, privileges, and immunities as set for in Section 768.28, Florida Statutes.

ARTICLE 7 – TERMINATION OF CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor or by any of its subcontractors, the Owner, may serve written notice to the Contractor of his/her intention to terminate

the Contract and said notice will contain the reasons for such intention to terminate the Contract. The Contract shall, upon the expiration of a seven (7) working day period, cease and terminate, unless within said seven (7) working day period after serving of notice upon the Contractor, such violation or delay shall cease, and satisfactory arrangements for correction be made by the Contractor, as determined in the opinion of the Owner.

In the event of any such termination, the Owner, for the purpose of completing the work, take over the work by entering into a subsequent contract with another contractor. In this event, the original Contractor shall be liable to the Owner for any costs in excess of the contract amount stipulated herein or as amended by subsequent change orders, which are incurred in the completion of the defaulted work.

If, in the event of termination, the Owner takes over the work by entering into a subsequent contract as described above, and if the unpaid balance of the contract amount exceeds the cost of completing the defaulted work, then such excess shall be used to pay the original Contractor, provided the original Contractor has satisfactorily performed the work associated with such excess. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any excusable delays due to: acts of Government restricting labor, equipment or materials by reason of national emergency; acts on the part of the Owner; causes beyond the control and without the fault or negligence of the Contractor such as severe weather or epidemic quarantine restrictions.

It shall be the responsibility of the Contractor to notify the Owner in writing, of any such delay within five (5) working days. Upon receipt of such notification, the Owner will evaluate the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is found properly excusable, the Owner shall extend the time for project completion for a period of time commensurate with the period of the excusable delay. In the event of Contract termination, the provisions of this Contract pertaining to Conflict of Interest, Governmental Audit, and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.

ARTICLE 8 – CONTRACT ASSIGNMENT

The Contractor shall not assign the Contract without written consent of the Owner.

ARTICLE 9 – CONFLICT OF INTEREST

No member, officer, or employee of the Westgate/Belvedere Homes Community Redevelopment Agency, or its designees or agents, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract.

ARTICLE 10 – INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspection General may be authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate,

monitor, and inspect the activities of entities contracting with Agencies operating under the scrutiny of the Office of the Inspection General, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

ARTICLE 11 – PUBLIC RECORDS

With respect to public records, the Contractor is required to:

1. Keep and maintain public records required by the Owner to perform the service.
2. Upon the request of the Owner's custodian of public records, provide the Owner with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the Contractor does not transfer the records which are part of this Contract to the Owner.
4. Upon the completion of the term of the Contract, transfer, at no cost, to the Owner all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contractor transfers all public records to the Owner upon completion of the term of the Contract, the Contractor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
5. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, its duty to provide public records relating to this Contract, the Contractor should contract the custodian of Public Records at: Westgate/Belvedere Homes Community Redevelopment Agency, 1280 North Congress Avenue, Suite 215, West Palm Beach, FL 33409, 561-640-8181, emichel@pbcgov.org.

ARTICLE 12 -- PARTIAL INVALIDITY

Should any section or any part of any section of this Contract be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Contract.

ARTICLE 13 – MODIFICATION

This Contract may not be modified unless such modification is a written agreement or change order

that is executed by both parties to this Contract.

ARTICLE 14 – INTEGRATION

The drafting, execution, and delivery of this Contract by the parties have been induced by no representation, statements, warranties, or agreements other than those expressed herein. This Contract embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly, referred to herein.

ARTICLE 15 – CONTRACT

The contract documents shall consist of the following:

1. This Contract; and,
2. Bid Proposal, a copy of which is attached hereto and incorporated herein as Exhibit "A".

THIS Contract, together with the documents enumerated in Article 15, which documents are as fully a part of the Contract as if attached, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the provision of the component part first enumerated in Article 15 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the Owner and the Contractor have signed this agreement in two (2) copies. All portions of the Contract have been signed or identified by the Owner and by the Contractor.

OWNER

BY: _____

Ronald L. Daniels
Westgate CRA Board Chair

Address for giving notices:

ATTEST: _____

Elizee Michel, AICP
Westgate CRA Executive Director

Westgate CRA

Attn: Denise Pennell, FRA-RA, Project Manager
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
dpennell@pbcgov.org

(Corporate Seal)

CONTRACTOR

Company Name

BY: _____
Signature

Name and Title

ATTEST: _____
Signature

Name and Title

Address for giving notices:

(Corporate Seal)

VEGETATION REMOVAL CONTRACT

THIS CONTRACT, entered into on this ____ of _____, 2023, by and between **LIMITED EDITIONS LANDSCAPING & TREE TRIMMING, LLC**, hereinafter called the “Contractor” and the **WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY (“Westgate CRA”)**, hereinafter referred to as the “Owner”.

Whose project address and legal description is:

1304 Seminole Boulevard, West Palm Beach, FL 33409

Lots 1,2,3, and 4, inclusive and Lot 31, in Block 28, of 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 ID No. 00-43-43-30-03-028-0010

WHEREAS, the Contractor proposes to execute the work to include all labor, materials, equipment, and supervision necessary to complete the demolition in accordance with the Bid Proposal, incorporated herein, for the Contract amount of **\$22,000.00**.

WHEREAS, the Owner agrees to cooperate with the Contractor to facilitate the completion of the work and authorizes the Contractor to utilize any or all necessary equipment, as specified in the Bid Proposal, to ensure progress of the work.

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

ARTICLE 1 – SCOPE OF WORK

The Contractor shall complete all work as specified in the Bid Proposal, described as follows:

Clear, remove and dispose of overgrown non-native, vegetation, canopy trees, and palms; and, install Bahia sod on entire site.

ARTICLE 2 – GENERAL CONDITIONS AND CONTRACT TIMES

No work shall be commenced by the Contractor prior to receiving a written Notice to Proceed from the Owner. Work shall commence not later than ten (10) working days after the after the Notice to Proceed and sooner if possible.

All work shall be satisfactorily completed and ready for final payment within **thirty (30) consecutive calendar days** of the Owner’s Notice to Proceed. The Contractor recognizes and understands that time is of the essence and that the Owner will suffer financial loss if the work is not completed within the time

specified, plus any approved extensions allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the work is not completed on time.

The Contractor is responsible for obtaining all required permits and making all required governmental notifications. The Contractor is responsible for proper disposal of all materials in accordance with all local, state and federal rules and regulations. All materials and labor shall be as specified. All work shall be completed in a workmanlike manner according to standard best practices. Any alteration or deviation from the specifications contained in the Bid Proposal will be executed only upon written consent of the Owner and Contractor. No additional cost will be paid above the contract amount when the Contractor has neglected to properly evaluate the extent of the demolition work.

The Contractor, in all cases, shall leave the work in a finished condition as determined by acceptable building standards. The Contractor will keep the site clean and orderly during the course of the work and remove all debris at the completion of the work.

The Contractor shall permit the Owner, or a designated representative, to enter and inspect all work without notice, visit the site at intervals appropriate to the stage of demolition to determine if the Work is proceeding in accordance with the Contract Documents.

ARTICLE 3 – CONTRACTOR'S INSURANCE

The Contractor shall maintain, on a primary basis, and at the Contractor's sole expense, the insurance coverage's, limits, and endorsements, described below during the life of this Contract. In the event of any lapse in coverage, all work by the contractor must immediately cease. Any interruption of work due to a lapse in insurance coverage shall not cause an extension of the contract completion date. The Contractor acknowledges and understands that the requirements contained herein, as well the Owner's review or receipt of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

The Contractor shall provide the Owner with a certificate of insurance that complies with the following:

1. **NAME OF INSURED:** The Contractor's name appearing on the certificate as the insured shall match the name on the Contractor's license to perform construction work.
2. **INSURANCE COVERAGES:** The certificate of insurance shall contain coverage's, limits, and endorsements that are in full force and effect as follows:
 - a) **Commercial General Liability:**
Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not include any endorsements excluding contractual liability, products/completed operations liability, or cross liability.
 - b) **Business Automobile liability:**

Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for owned, non-owned, and hired auto liability. If the Contractor does not own any automobiles, the Contractor must maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for non-owned and hired auto liability, which may be satisfied by way of an endorsement to the Commercial General Liability, or by a separate Business Automobile Liability policy.

c) Worker's Compensation and Employer's liability Insurance:

Worker's Compensation and Employers Liability insurance at the Florida statutory limits, if applicable.

3. **ADDITIONAL INSURED:** The certificate of insurance shall be endorsed to show the Owner as additional insured as pertains to the commercial general liability coverage. The endorsement must either be a:
 - i. CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement
 - ii. CG 2026 Additional Insured - Designated Person or Organization endorsement
 - iii. or a similar endorsement.
4. **DELIVERY AND NOTICES OF CANCELLATION:** The certificate of insurance shall include a minimum thirty (30) day endeavor to notify the Owner of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

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

5. **WAIVER OF SUBROGATION:** By entering into this Contract, the Contractor agrees to a Waiver of Subrogation in favor the Owner for each policy required above. When required by the Contractor's insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor agrees to notify the Contractor's insurer and request that the Contractor's policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which has a condition that specifically prohibits such an endorsement, or one that voids the Contractor's coverage should the Contractor enter into such an agreement on a pre-loss basis.
6. **RIGHT TO REVIEW:** The Owner reserves the right to review, modify, or amend any required coverage's, limits, and endorsements during the life of this Contract. The Owner reserve the right, but not the obligation, to review and reject any insurer providing coverage on the Contractor's behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

ARTICLE 4 – PAYMENT TO CONTRACTOR

Final payment shall be made upon the completion of the work, and satisfactory inspection by the Owner. In the event of default by the Contractor, the Owner reserves the right to hold back the incurred sum

from compensation otherwise due the Contractor in order to defray the necessary increased costs under the work as a result of any inexcusable delays caused by the Contractor.

ARTICLE 5 – LIENS, CLAIMS, AND WARNING

Final Payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract covering all labor, materials and equipment for which a lien could be filed to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

ARTICLE 6 – INDEMNIFICATION

The Contractor shall at all times, hereafter, indemnify, hold harmless, and defend the Owner, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission, or negligent act of the Contractor, its agents, and employees in the performance of services under this Contract.

The Contractor further agrees to indemnify, hold harmless and defend the Owner, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of the Contractor resulting from the performance of services under this Contract for which the Owner, its agents, or employees are alleged to be liable.

The Contractor acknowledges and agrees that the Owner would not enter into this Contract without this indemnification of the Owner by the Contractor, and that entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the Owner's rights, privileges, and immunities as set for in Section 768.28, Florida Statutes.

ARTICLE 7 – TERMINATION OF CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor or by any of its subcontractors, the Owner, may serve written notice to the Contractor of his/her intention to terminate the Contract and said notice will contain the reasons for such intention to terminate the Contract. The Contract shall, upon the expiration of a seven (7) working day period, cease and terminate, unless within said seven (7) working day period after serving of notice upon the Contractor, such violation or delay shall cease, and satisfactory arrangements for correction be made by the Contractor, as determined in the opinion of the Owner.

In the event of any such termination, the Owner, for the purpose of completing the work, take over the work by entering into a subsequent contract with another contractor. In this event, the original Contractor shall be liable to the Owner for any costs in excess of the contract amount stipulated herein or as amended by subsequent change orders, which are incurred in the completion of the defaulted work.

If, in the event of termination, the Owner takes over the work by entering into a subsequent contract as described above, and if the unpaid balance of the contract amount exceeds the cost of completing the defaulted work, then such excess shall be used to pay the original Contractor, provided the original Contractor has satisfactorily performed the work associated with such excess. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any excusable delays due to: acts of Government restricting labor, equipment or materials by reason of national emergency; acts on the part of the Owner; causes beyond the control and without the fault or negligence of the Contractor such as severe weather or epidemic quarantine restrictions.

It shall be the responsibility of the Contractor to notify the Owner in writing, of any such delay within five (5) working days. Upon receipt of such notification, the Owner will evaluate the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is found properly excusable, the Owner shall extend the time for project completion for a period of time commensurate with the period of the excusable delay. In the event of Contract termination, the provisions of this Contract pertaining to Conflict of Interest, Governmental Audit, and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.

ARTICLE 8 – CONTRACT ASSIGNMENT

The Contractor shall not assign the Contract without written consent of the Owner.

ARTICLE 9 – CONFLICT OF INTEREST

No member, officer, or employee of the Westgate/Belvedere Homes Community Redevelopment Agency, or its designees or agents, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract.

ARTICLE 10 – INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspection General may be authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Agencies operating under the scrutiny of the Office of the Inspection General, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

ARTICLE 11 – PUBLIC RECORDS

With respect to public records, the Contractor is required to:

1. Keep and maintain public records required by the Owner to perform the service.

2. Upon the request of the Owner's custodian of public records, provide the Owner with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the Contractor does not transfer the records which are part of this Contract to the Owner.
4. Upon the completion of the term of the Contract, transfer, at no cost, to the Owner all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contractor transfers all public records to the Owner upon completion of the term of the Contract, the Contractor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
5. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, its duty to provide public records relating to this Contract, the Contractor should contract the custodian of Public Records at: Westgate/Belvedere Homes Community Redevelopment Agency, 1280 North Congress Avenue, Suite 215, West Palm Beach, FL 33409, 561-640-8181, emichel@pbcgov.org.

ARTICLE 12 -- PARTIAL INVALIDITY

Should any section or any part of any section of this Contract be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Contract.

ARTICLE 13 – MODIFICATION

This Contract may not be modified unless such modification is a written agreement or change order that is executed by both parties to this Contract.

ARTICLE 14 – INTEGRATION

The drafting, execution, and delivery of this Contract by the parties have been induced by no representation, statements, warranties, or agreements other than those expressed herein. This Contract embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly, referred to herein.

ARTICLE 15 – CONTRACT

The contract documents shall consist of the following:

1. This Contract; and,
2. Bid Proposal, a copy of which is attached hereto and incorporated herein as Exhibit "A".

THIS Contract, together with the documents enumerated in Article 15, which documents are as fully a part of the Contract as if attached, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the provision of the component part first enumerated in Article 15 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the Owner and the Contractor have signed this agreement in two (2) copies. All portions of the Contract have been signed or identified by the Owner and by the Contractor.

OWNER

BY: _____
Ronald L. Daniels
Westgate CRA Board Chair

ATTEST: _____
Elizee Michel, AICP
Westgate CRA Executive Director

Address for giving notices:

Westgate CRA

Attn: Denise Pennell, FRA-RA, Project Manager
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
dpennell@pbcgov.org

(Corporate Seal)

CONTRACTOR

Company Name

BY: _____
Signature

Name and Title

ATTEST: _____
Signature

Name and Title

Address for giving notices:

(Corporate Seal)



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Governmental Center - Fifth Floor
301 North Olive Avenue
West Palm Beach, FL 33401
tel 561.355.3230
fax 561.355.3963
pbcgov.org/papa

Administration
C. Dino Maniotis, CFE
Tax Roll Coordinator
301 North Olive Avenue, 5th Flr.
West Palm Beach, FL 33401
tel 561.355.2681
fax 561.355.3963
dmanioti@pbcapao.gov

October 6, 2023

Carmen Geraine, Chairman
Westgate/Belvedere Homes CRA
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409

**Re: 2023 NOTICE OF FINAL TAXABLE VALUE
Pre-VAB**

Dear Ms. Geraine:

The following represents the 2023 Final Taxable Values prior to VAB hearings and changes for:
Westgate/Belvedere Homes CRA

Final Just Value (before exemptions) \$ 1,138,449,696

Final Taxable Value (after exemptions) \$ 717,686,225

vs 718,535,963

This form discloses the 2023 final value prior to VAB changes that the Property Appraiser will certified to the Tax Collector and Department of Revenue on October 6, 2023 for your taxing district.

If you have any questions or concerns, please call.

Sincerely yours,

Constantine Dino Maniotis, CFE
Tax Roll Coordinator
For: Dorothy Jacks, CFA, AAS

Westgate/Belvedere Homes CRA, 0091
Municipality Use

**WEST COUNTY
SERVICE CENTER**
2976 State Road 15
Belle Glade, FL 33430
tel 561.996.4890
fax 561.996.1661

**NORTH COUNTY
SERVICE CENTER**
3188 PGA Blvd., Suite 2301
Palm Beach Gardens, FL 33410
tel 561.624.6521
fax 561.624.6565

**MID-WESTERN COMMUNITIES
SERVICE CENTER**
200 Civic Center Way, Suite 200
Royal Palm Beach, FL 33411
tel 561.784.1220
fax 561.784.1241

**SOUTH COUNTY
SERVICE CENTER**
14925 Cumberland Drive
Delray Beach, FL 33446
tel 561.276.1250
fax 561.276.1278

Final Tax Roll CRA Letter

Dino Maniotis

Fri 10/6/2023 9:52 AM

To: Carmen Geraine <CGeraine@pbcgov.org>;

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

📎 1 attachments (304 KB)

2023 Westgate CRA_Cert.pdf;

Attached is your 2023 PreVAB CRA letter.
The hard copy is in the mail.

Thanks Dino

Dino Maniotis, CFE
Tax Roll Coordinator
Palm Beach County Property Appraiser's Office
301 N Olive Ave, West Palm Beach, FL 33401
Tel: 561 355-2681 Fax: 561 355-3963
Website: www.pbcpa.gov

We Value What You Value



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Recipient of the Certificate of Excellence in Assessment Administration



3994 556

VENDOR: ENGI9999
DATE PAID: 09/27/2023

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY - GENERAL DISBURSEMENT

DISB. CAT: D
CHECK NO: 00000000334940

INVOICE NUMBER	PURCHASE ORDER NUMBER	REFERENCED DOCUMENT ID	AMOUNT
63142	DESCRIPTION		
Cash Bond Refund; Receipt 63142; Ck 12566; CR 360 EN 091321*358; Proj 2018027		GAX SPJB0927230000004586	1,678,933.46
63142		GAX SPJB0927230000004586	37,326.45
Cash Bond Refund; Receipt 63142; Ck 12566; CR 360 EN 091321*358; Proj 2018027			

Belvedere Heights Phase 1
sidewalks and Pedestrian Lights
Project Number 2018027

Note: Please contact (561) 355-2912 if you have any questions regarding this payment.



BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
WEST PALM BEACH, FLORIDA

64-975/61
WELLS FARGO BANK, N.A.

CHECK NO. 00003349407
DATE 09/27/2023

AMOUNT \$***1,716,259.91

PAY TO THE ORDER OF
One Million Seven Hundred Sixteen Thousand Two Hundred Fifty Nine And 91/100 Dollars
WESTGATE/BELVEDERE HOMES

CLERK OF THE CIRCUIT COURT & COMPTROLLER

TREASURER

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BLACK ARE PRESENT. PADLOCK LIST SECURITY FEATURES ON BACK

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Kennel Club site will be sold, redeveloped

The 91-year-old venue could be transformed into ‘mini-CityPlace’

Alexandra Clough

Palm Beach Post USA TODAY NETWORK

The Palm Beach Kennel Club property in suburban West Palm Beach is under contract to be sold to a real estate firm that plans to redevelop the site into a large mixed-use complex, marking the end of an era for the 91-year-old racetrack.

Frisbie Group of Palm Beach recently won a bid to buy the former greyhound racing property from the Rooney family, Frisbie Group managing director Robert Frisbie Jr. confirmed on Monday.

The betting franchise is not part of the sale. Pari-mutuel wagering will remain operating at a clubhouse, either in its current location or elsewhere on the site, Frisbie said. Keeping the license active allows for the possibility of slot machines and sportsbooks one day being available statewide at the legacy pari-mutuels, such as the kennel club, and also Florida’s horse racing sites and jai-alai frontons.

“Palm Beach Kennel Club has been around for 91 years and my goal is another 91!” Kennel Club President Pat Rooney Jr. said in a brief statement.

Although the Frisbie family historically has built luxury homes and shops in Palm Beach, Frisbie said

See PBKC, Page 24A

GREG LOVETT/PALM BEACH POST

PBKC

Continued from Page 1A

the family is expanding into mid-priced housing elsewhere in the county. “There’s this growing need for good quality housing that is attainable,” Frisbie said.

The 47.26-acre parcel racetrack property is west of the downtown along Belvedere Road at 1111 N. Congress Ave., on the north side of Palm Beach International Airport. The track is in an unincorporated pocket of Palm Beach County called Westgate.

The property’s possible sale and demolition mark the end of an era not only for the Rooney family, but for the county’s history, too. The track first opened in 1932.

Palm Beach Kennel Club no longer hosts live greyhound racing, despite its name. The practice ended in late 2020 after a 2018 statewide voter referendum to ban live dog racing.

But Palm Beach Kennel Club still offers betting through its clubhouse poker tables, as well as betting on simulcasts of horse racing, greyhound racing and jai-alai at venues from other parts of the country and the world.

Frisbie said the family still is weighing exactly what to build on the site, but is considering homes, shops and possibly a hotel. It's a venture that real-estate brokers have described as a "mini-CityPlace," referring to the downtown West Palm Beach development now known as The Square.

The transaction could take a couple of years to complete. Extensive zoning changes are needed to allow the track, zoned for general commercial use, to host other uses such as homes and shops.

Frisbie didn't disclose the purchase price for the 47-acre kennel club site.

But in December 2021, a 12-acre site formerly owned by the Rooney family east of the kennel club sold for \$12 million, or \$1 million per acre, according to county property records.

The Palm Beach Kennel Club opened in 1932 when the Florida Legislature allowed gambling because the state needed money at the depths of the Great Depression. In 1970, the track was sold to Pittsburgh Steelers owner Art Rooney Sr.

Today, the Rooney family continues to own both the NFL football team and the kennel club. Former GOP state lawmaker Pat Rooney Jr., grandson of the late Art Rooney, serves as kennel club president.

The kennel club's large loop track has been a landmark for nearly a century. In its heyday, the kennel club was one of the top gathering spots and tourist attractions in Palm Beach County. During the 1970s and 1980s, when it was open about half the year, it would sometimes attract 7,000 fans a night.

Entertainers Perry Como, Jimmy Durante, Burt Reynolds, Ed Sullivan, Robert Urich and Leonard Nimoy visited the track. So did sports figures such as Joe DiMaggio, Willie Mays, Carl Yastrzemski, Pete Rose, Don Shula and Tony Stewart.

The kennel club also has been the backdrop for two major movies: "Donnie Brasco" and "The Irishman."

The track went to year-round racing in the late 1980s when it was allowed to simulcast and take bets on other parimutuels. In recent years, even before greyhound racing ended, that business made up much of the kennel club's revenue.

Westgate's commercial zone features a mix of industrial properties and businesses catering to the airport. Residential communities include North and South Westgate Estates, which date to 1921, and are some of the county's oldest subdivisions.

Real estate brokers said the scarcity of land available for new construction in bustling West Palm Beach is prompting developers to look outside the city's boundaries for sites, including in Westgate, an area historically dogged by crime and poverty.

New investments include apartments and businesses.

For instance, Palm Beach billionaire Jeff Greene is close to completing construction of nearly 200 apartments at 1710 N. Congress Ave., north of the dog track. Just south of his property, another apartment complex, Autumn Ridge, recently began construction.

A major New York-based art storage and services company is almost done building a 50,000-square-foot facility at 4200 Westgate Blvd. Uovo Art Storage will store fine art and cultural artifacts for top collectors, galleries and institutions.

And across from the dog track on the east side on Congress Avenue, the Hangar Group is building a slick complex that blends an upscale for-sale storage facility with with a private club, featuring

amenities such as a golf simulator and a billiard room. The 12-acre vacant parcel at 1050 N. Congress Ave. previously was owned by the Rooneys.

Scott Cunningham, the founder of The Hangar Group, said this Hangar site will consist of 84 for-sale condominiums for people to store automobiles, art, wine, motorcycles “or anything valuable that is precious to you and your family and doesn’t work in the house you’re in.” Unit prices start in the \$700,000s, and the units are about 70% sold.

Cunningham said Westgate is being targeted for redevelopment because the neighborhood has the only large parcels near West Palm Beach, with the dog track and the Hangar property alone taking up 60 acres.

“In a few years, that area is going to be completely different than it is now,” Cunningham said. “Between what we’re doing and what the Frisbies are doing, it’s going to exceed everyone’s expectations.”

Real estate brokers said redeveloping the racetrack into shops and homes is an interesting move, but it’s no easy lift.

Neil Merin, a longtime commercial real estate broker and chairman of NAI/ Merin Hunter Codman in West Palm Beach, said the site’s location near the airport makes it more suitable for an industrial development than a CityPlacestyle complex.

But Bill Reichel, president of Reichel Realty and Investments in Palm Beach Gardens, said the project’s size and geography are appealing.

“It’s a big hunk of land,” Reichel said. “With that location, you’re close to everything, and the Frisbies have a golden touch.”

PHOTOS PROVIDED BY SHAMIN ABAS COMMUNICATIONS

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Palm Beach Kennel Club land sold to developers with retail, residential project possibly considered

'The Kennel Club is a beautifully situated property for any number of things,' Brian Seymour of the Gunster Law Firm says

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02:20 / 02:20

The push for new development continues in Palm Beach County. A new deal would sell part of the Palm Beach Kennel Club property to developers.



By: [Matt Sczesny](#)

Posted at 3:51 PM, Sep 29, 2023 and last updated 7:37 PM, Sep 29, 2023

PALM BEACH COUNTY, Fla. — The push for new development continues in Palm Beach County. A new deal would sell part of the Palm Beach Kennel Club property to developers.

The agreement only involves the land around the Kennel Club and not the club itself, which apparently will continue operating.

The property is being sold after a winning bid was made by the Frisbie Group, a Palm Beach developer.

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This 2018 aerial view shows the Palm Beach Kennel Club and its race track.

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There is speculation that some sort of mixed-use development may be in the works involving retail, residential and entertainment.

The Frisbie Group is usually involved in luxury developments. However, Elizee Michel, the executive director of the Westgate Belvedere Homes Community Redevelopment Agency, said there's talk of that a small city center could be built at the site.



WPTV

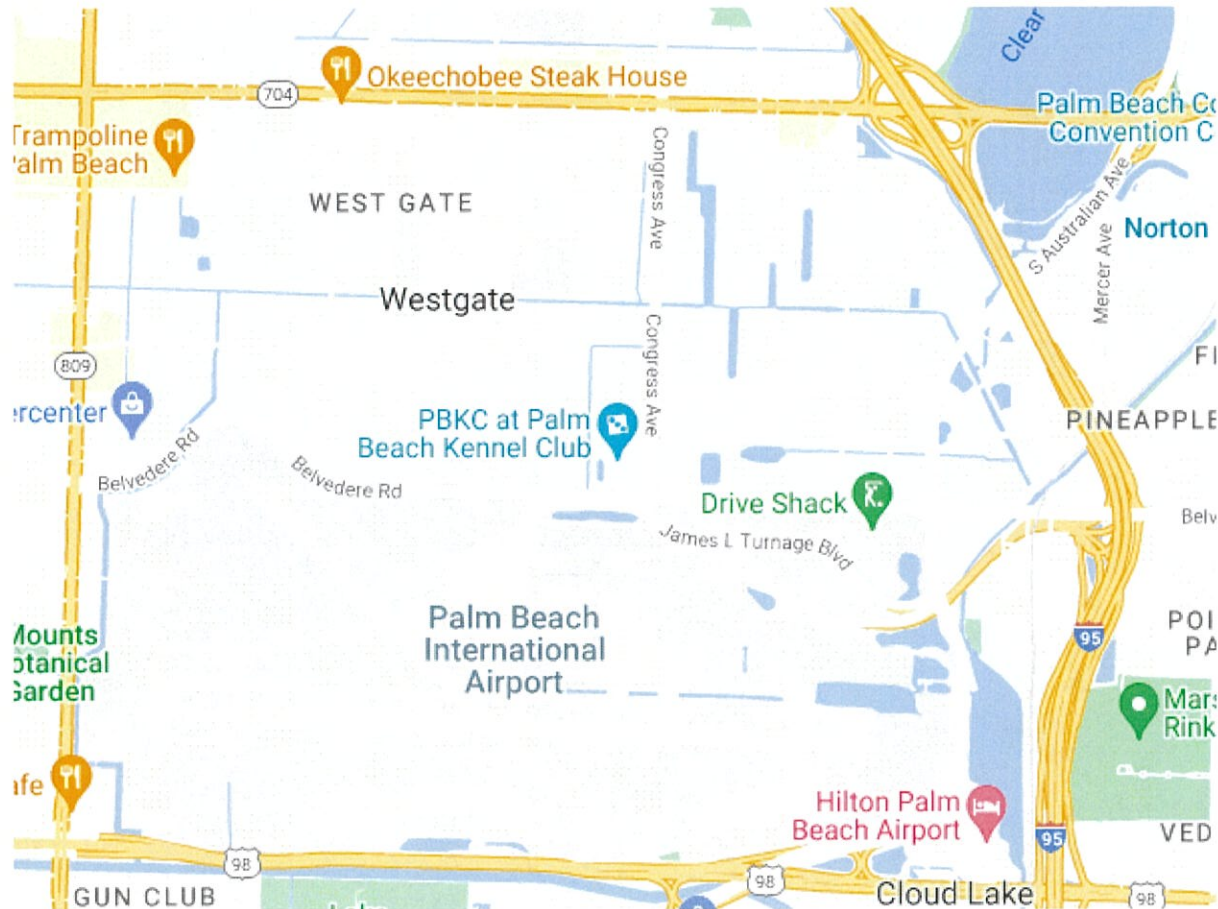
Elizee Michel explains some of the possible projects being considered for the Palm Beach Kennel Club property.

"The ideas we are discussing right now would be some form of urban village that would maybe include a hotel, some retail, some mixed-income apartments that would include some workforce units," Michel said.

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A representative from the Frisbie Group said there are no firm plans to announce what may be built on the property. It's something they say they will consider in the coming months.



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