

**WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**

**Monday January 08, 2024, Board Meeting**

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

**West Palm Beach FL 33409**

**NOTE: Agenda Summary (Pages 3 - 4)  
Staff Report (Pages 5 - 11)**

- I. CALL TO ORDER / ROLL CALL**
- II. AGENDA APPROVAL**
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  - 2. Adoption of Agenda**
- III. ADOPTION OF W/BH NOVEMBER 11, 2023 CRA MINUTES (Pages 12 - 19)**
- IV. PUBLIC COMMENTS**
- V. DISCLOSURES**
- Vi. CONSENT AGENDA**
- VII. REGULAR AGENDA**
  - 1. Approval of Interlocal Agreement with Palm Beach County for the Design, Bidding and Construction of the Cherry Road Transportation Planning Agency (TPA) Funded Project from Military Trail to Quail Drive (Pages 20-31)**
  - 2. Approval of 2024 Westgate CRA Board Meeting Calendar (Pages 32)**
- VIII. REPORTS**
  - A. Staff Reports**
    - Correspondence (Pages 33)**
    - 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**  
**January 8, 2023**

**REGULAR AGENDA**

**1. Approval of Interlocal Agreement with Palm Beach County for the design, bidding and Construction of the Cherry Road Transportation Planning Agency (TPA) Funded Project from Military Trail to Quail Drive.**

**A. Background and Summary:** The CRA is implementing a grant received from Florida Department of Transportation through Palm Beach County Transportation Agency to improve Cherry Road between Military Trail and Quail Drive

The Cherry Road project proposes the following: a new sidewalk on the north side of Cherry Road, from Military Trail to Quail Drive, a new sidewalk on the south side of Cherry Road from Quail Drive to County Club Road, a new pedestrian lighting on both sides of Cherry Road, at least one high visibility crosswalk, new street trees where allowable, and milling and resurfacing of Cherry Road from Military Trail to Quail Drive.

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

The County agrees to design and construct the project according to the approved design section included in the grant application as allowable.

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

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

The CRA is responsible to forward all grant requirements and conditions received from FDOT to the County, forward all background information received for the

project to the County, provide specific guidance and information regarding the project scope, perform all public coordination, and address all public information request regarding the project.

The CRA is responsible for providing funding for the project before a construction contract is issued. The CRA shall be responsible for paying for all costs associated with the projects. The CRA will also be responsible for maintaining the project after it is completed.

The CRA has already paid for the design of the project. The cost of design will not be reimbursed by the grant. The CRA will need to provide construction funds as soon as a contractor is selected for the project.

- B. Recommendation:** Staff recommends that the Board approve the Interlocal Agreement for the design, bidding and construction of the Cherry Road TPA grant.

## **2. Approval of 2024 Westgate CRA Board Meeting Calendar**

- A. Background and Summary:** The 2024 Board Meeting Calendar is submitted for approval. It is proposed to move the October and the November Meetings to the first Mondays of the months on October 7, 2024, and November 4, 2024 respectively because of holidays that will fall on the second Mondays.
- B. Recommendation:** Approve the 2024 Board Meeting Calendar as presented or with changes from the Board.



## **BOARD MEETING**

**January, 08, 2024**

### **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. The streetlights initiative is in the final stage of permitting. 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 30<sup>th</sup> 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 26<sup>th</sup> 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, 95% 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, UNDER CONSTRUCTION)**

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 18<sup>th</sup> meeting. The Seminole project was ranked #1. Staff and WGI presented the projects to FDOT and BTPAC in early April; Seminole was ranked #1 and Cherry Rd was #4. The Board recommended that the Seminole Blvd project should be prioritized since it ranked higher and is a larger project.

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

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

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

#### **FY18 – Westgate Avenue Corridor Complete Streets (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 20<sup>th</sup>. Bid opening was scheduled for March 29<sup>th</sup>.

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:

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

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

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

**November 13, 2023**

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

Mr. Daniels, the Board Chair, called the meeting to order at 5:23p.m. The roll was called by Ms. Bui.

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

**Absent:** Enol Gilles  
Joseph Kirby  
Teliska Wolliston

**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),  
Deputy Robinson, Aaron Taylor, Corey Allison Justice,  
Corey O’Gorman, Yuma, attended in person.

**II. AGENDA APPROVAL**

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

- **Item #5 is added to the Regular Agenda: Approval of Letter of Agreement with the Merchant Strategy for Community Outreach Services.**

**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. Rufty and seconded by Mr. Lewis to adopt the September 11, 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.
- Board Member Lewis related that vagrants are still panhandling around his businesses and at times try to strongarm his patrons. Deputy Gomez offered to meet with Mr. Lewis to devise a strategy to prevent these problems.
- Aaron Taylor gave a brief update on the Westgate Terrace Project. The project is short on parking. The Zoning Department has not accepted the applicant's request for a waiver to reduce the number of parking spaces required by code. Zoning staff has argued that the development is not qualified to apply the shared parking provision, or the 15% waiver already included in the County's Uniform Land Development Code. Aaron has had meetings with Commissioner Bernard and Assistant County Administrator Patrick Rutter about the development. The CRA is processing a Code Amendment that would provide the parking waiver needed if approved.

### **V. DISCLOSURES**

- No Disclosures

### **VI. CONSENT AGENDA**

- Approval of Staff Raises

Mr. Daniel clarified for Ms. Haggerty that the Board approval is only needed for the executive director's raise because the director can approve the other staff members salaries.

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.

**It was moved by Ms. Haggerty and seconded by Ms. Ruffy to approve staff raises. Motion passed unanimously (4-0).**

## **VII. REGULAR AGENDA**

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

Mr. Michel presented the item to the Board.

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 CRA's Zoning 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.

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

**It was moved by Ms. Ruffy and seconded by Ms. Haggerty to authorize Board Chair to authorize Additional Work #1 to Work Assignment #4 for Schmidt Nichols Landscape Architecture & Urban Planning for an amount not to exceed \$15,000.00. Motion passed unanimously (4-0)**

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

Mr. Michel and Ms. Pennel introduced the applicant's representatives. Mr. Corey O'Gorman from Place Planning made a presentation to the Board.



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).

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 proposal is 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, it is proposed to rezone 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.

The Rezoning will be 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 is in support of a CRA Board recommendation of approval for the rezoning request.

Ms. Rufty liked the project.

Ms. Haggerty liked the project.

Mr. Lewis expressed his concerns about supporting housing projects on and/or north of Westgate Avenue. He prefers to see more commercial development in that area. He believes that if more housing is built there that's all we are going to see in the future. It will be more difficult to encourage commercial developers to consider the area.

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to approve the rezoning request. Motion passed (3-1) with Mr. Lewis dissenting.**

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

Mr. Michel presented the item.

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.

Staff are asking the Board to authorize to contract with the BG Group to demolish 1304 Seminole Blvd for \$63,583.00.

Mr. Daniel asks staff to ensure that the BG Group proposal agrees with the Contract, that it clearly reflects all the inclusions, and exclusions and all fees.

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to authorize the execution of a contract with the BG Group to demolish 1304 Seminole Blvd for \$63,583.00. Motion passed unanimously (4-0).**

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

The 1304 Seminole site has a lot of mature nonnative trees that need to be removed. The CRA 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.

Staff are asking the Board to authorize 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.

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to 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. Motion passed unanimously (4-0).**

**5. Approval of Letter of Agreement for Community Outreach Services**

Mr. Michel presented the item.

Two important Transportation Planning Agency (TPA) projects are set to begin construction soon: the Seminole Blvd. project will mobilize in mid-November, and the Westgate Avenue project will start within first quarter of 2024.

The Cherry Rd project is still in the design phase, and is programmed for 2025. Both the Seminole and Westgate projects will impact residents and the business community.

CRA staff is seeking assistance from The Merchant Strategy, Inc. (TMS) to coordinate public outreach activities so that our community is well-informed about the scope in impact of these projects.

CRA Staff will also use a community meeting platform to discuss issues around safety and security in the community, and to introduce the redevelopment of the PBKC.

TMS will be responsible for;

Creating a project website for the Westgate Avenue project;

Creation of a database of stakeholders;

Social media content;

Establishment of a Westgate Avenue project hotline as first point of contact for questions about the project; and

Neighborhood meeting coordination including meeting logistics, invitation, mail out AV equipment, meeting support and follow up.

TMS has proposed to do the work for a cost of \$21,100.

Mr. Daniels asks about the separate website that will be set up. Staff explains that it will be created just for the Westgate Avenue project.

Ms. Haggerty asked about the hotline. Ms. Pennel responded that the hotline will be a point of contact for stakeholders to ask questions about the project. It will be a dedicated line that someone will answer whenever there is an inquiry.

**It was moved by Ms. Rufty and seconded by Mr. Lewis to contract with The Merchant Strategy, Inc. for 21,100 for community outreach services. Motion passed unanimously (4-0).**

## **VIII. STAFF REPORTS**

Mr. Michel updated the Board on the streetlights initiative for the Westgate Estates area. The applicant is addressing final comments submitted by the County's Land Development. The CRA is also working with Palm Beach Legislative Appropriation Committee to request \$750,000 to implement a safety plan for the area. The request has been submitted. The State Legislature will consider the application and make a determination early next year.

Food Distribution is held at the American Legion Post 141 every second Tuesday of every month.

Hoops for Turkey will be on November 16, 2023, at the Westgate Parks & Recreation.

Santa At The Park, is scheduled for Friday December 8, 2023.

Ms. Pennel updated the Board about the major projects on the project list. She also reiterated that a draft of a Zoning Overlay has been submitted to the County's Zoning Division that includes provisions to resolve the parking issues of the Westgate Terrace mixed-use development.

#### **IX. BOARD MEMBER COMMENTS**

Mr. Lewis expressed concerns about the number of housing developments that are being approved for the Westgate area. He doesn't believe that they will be good for the area. He pointed out that the proposed NorWest Point development is taking a corner that is better suited for commercial, not residential. He would prefer not to see residential on that site.

Ms. Rufty said that with the site constraints, it is very difficult to put a viable commercial business there because the site is too small.

#### **X. AJOURNMENT**

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to adjourn the meeting. The meeting was adjourned at 6:20p.m.**

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

**INTERLOCAL AGREEMENT  
BY AND BETWEEN PALM BEACH COUNTY  
AND WESTGATE BELVEDERE HOMES  
COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR  
CHERRY ROAD FROM MILITARY TRAIL TO QUAIL DRIVE  
PROJECT #2021025 / FM #448303-1**

This INTERLOCAL AGREEMENT for Cherry Road from Military Trail to Quail Drive is made as of \_\_\_\_\_ (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Westgate Belvedere Homes CRA, a Community Redevelopment Agency (AGENCY) (individually Party and collectively Parties).

**W I T N E S S E T H :**

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

**WHEREAS**, the AGENCY has identified a need to provide certain improvements, as described herein, to Cherry Road from Military Trail to Quail Drive (PROJECT); and

**WHEREAS**, the PROJECT is located on Cherry Road, which is a COUNTY right of way within the geographic limits of the AGENCY; and

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

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

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



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

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

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

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

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

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

**WHEREAS**, the AGENCY is desirous of taking over maintenance responsibilities and liabilities for the PROJECT; and

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

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

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

## **Section 2 - Scope of PROJECT**

**2.1 Improvements within the PROJECT** - Design, bidding and construction of:

- a new sidewalk on the north side of Cherry Road from Military Trail to Quail Drive
- a new sidewalk on the south side of Cherry Road from Country Club Road to Quail Drive
- new pedestrian lighting on both sides of Cherry Road
- landscaping where allowable
- roadway improvements including milling and resurfacing of Cherry Road from Military Trail to Quail Drive

The Improvements shall be per the approved grant application as allowable.

## **2.2 Exemptions from Scope**

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

## **Section 3 – Parties’ Commitments and Duties**

**3.1 AGENCY Commitments and Duties.** Upon the effective date of the AGREEMENT, AGENCY shall perform the following duties:

- 3.1.1 Forward all grant requirements and conditions received from FDOT, to the COUNTY.
- 3.1.2 Forward all background information received for the PROJECT to the COUNTY.
- 3.1.3 Provide to the COUNTY specific guidance and information regarding the PROJECT scope (including aesthetic requirements).
- 3.1.4 Perform all public coordination and address all public information requests regarding the PROJECT.
- 3.1.5 Reconfigure and relocate or remove the PROJECT from the Cherry Road right-of-way, whenever COUNTY desires to proceed with the FUTURE IMPROVEMENTS. The COUNTY has the right to reconfigure and relocate or remove, or require that the AGENCY reconfigure and relocate or remove the PROJECT to the COUNTY's satisfaction within one hundred and eighty (180) days of the COUNTY's request, or be responsible for all costs and fees related to the COUNTY's reconfiguration and relocation or removal of the PROJECT from the Cherry Road right-of-way (REMOVAL COSTS). The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.
- 3.1.6 Pay to the COUNTY all funds necessary for the design of the PROJECT by check. The AGENCY's payment amount shall cover all costs for the design consultant, advertising, COUNTY staff time, permitting, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a design consultant, which check shall be delivered to the COUNTY within 30 days of request. COUNTY will not advertise for design consultant services before receiving payment from the AGENCY. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.

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

**3.2 COUNTY Commitments and Duties.** COUNTY agrees to perform the following:

- 3.2.1 Enter into the LAP AGREEMENT.
- 3.2.2 The COUNTY shall reimburse the AGENCY as funding reimbursement is received from FDOT. The amount of reimbursement will equal the grant funds received.
- 3.2.3 Provide a copy of all LAP AGREEMENT communications to the AGENCY.
- 3.2.4 Hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

3.2.5 COUNTY shall invite AGENCY to participate in the scoping of work for the PROJECT.

3.2.6 Coordinate with FDOT to meet all design phase LAP and federal requirements.

3.2.7 Prepare bid documents and contract for construction of the PROJECT, including overseeing the bidding process, and contract finalization.

3.2.8 Hire CEI or use in-house staff to administer contract for construction of the PROJECT as required by LAP. This includes all necessary coordination.

3.2.9 Return any unused funding received from the AGENCY at the conclusion and final accounting of the construction phase of the PROJECT.

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

#### **Section 4 - Termination**

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

**4.2** Upon termination, if the LAP AGREEMENT or any other applicable LAP program grant condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY shall fully reimburse the COUNTY, within sixty (60) days of the COUNTY's request for reimbursement.

**Section 5 - Indemnification** - The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising

out of or related to the PROJECT, or arising during or as a result of the AGENCY's performance of the terms of this AGREEMENT, or due to the acts or omissions of the AGENCY. The AGENCY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

**Section 6 - Enforcement Costs** - In any action brought by either Party to enforce this AGREEMENT, each Party shall be responsible for its own attorney's fees and costs.

**Section 7 - Independent Contractor** - COUNTY and the AGENCY are and shall be, in the performance of all work, services and activities under this AGREEMENT, Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All AGENCY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to AGENCY's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

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

**Section 8 – Personnel** - COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

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

**Section 9 - Insurance** - Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes (STATUTE), the AGENCY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the AGENCY is not self-insured, the AGENCY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverage at limits not less than those contained in the STATUTE. Should the AGENCY purchase excess liability coverage, the AGENCY agrees to include the COUNTY as an Additional Insured. The AGENCY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter

440, Florida Statutes. Should the AGENCY contract with a third-party CONTRACTOR to perform any service related to the AGREEMENT, the AGENCY shall require the CONTRACTOR to provide the following minimum insurance:

9.1 **Commercial General Liability** insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the AGENCY and the COUNTY as Additional Insureds. The AGENCY shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.

9.2 **Business Automobile Liability** insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

9.3 **Workers' Compensation** insurance in compliance with Chapter 440, Florida Statutes, shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

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

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

**Section 10 - Breach and Opportunity to Cure** - The Parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

**Section 11 - Notice** - All notices required or allowed under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, to the following:

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



All notices to the COUNTY shall be sent to:

Morton L. Rose, P.E., Director, Roadway Production  
Palm Beach County  
Engineering and Public Works Department  
P.O. Box 21229  
West Palm Beach, FL 33416-1229

**Section 12 - Modification and Amendment** - Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either Party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other Party.

**Section 13 – Remedies** - This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**Section 14 - No Waiver** - Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

**Section 15 - Joint Preparation** - The preparation of this AGREEMENT has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

**Section 16 - Non-Discrimination** - The Parties agree to comply with the COUNTY's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither Party conducts business with nor appropriates funds to any entity that practices discrimination on the basis of race, color, national origin, disability, religion, ancestry, sex, age, familial status,

marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**Section 17 – Counterparts** - This AGREEMENT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same AGREEMENT. The COUNTY may execute the AGREEMENT through electronic or manual means. AGENCY shall execute by manual means only, unless the COUNTY provides otherwise.

**Section 18 - Compliance with Codes and Laws** - COUNTY and AGENCY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and AGENCY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

**Section 19 - Office of the Inspector General** - The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

**Section 20 - Public Entity Crime Certification** - As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY and AGENCY shall have its consultant certify that their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

**Section 21 - Severability** - If any section, paragraph, sentence, clause or provision of this AGREEMENT is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this AGREEMENT.

**Section 22 - Entirety of AGREEMENT** - COUNTY and AGENCY agree that this AGREEMENT and the ROW PERMIT set forth the entire agreement between the Parties and there are no promises or understandings other than those stated herein.

**Section 23 - Survival** - The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT, shall survive such termination or PROJECT completion and inure to the benefit of the Parties.

**Section 24 - Third Party Beneficiary** - No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the AGENCY.

**Section 25 - Assignment** - Neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

**Section 26 - Effective Date** - This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

**Section 27 - Access and Audits** - The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this AGREEMENT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

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

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT for Cherry Road from Military Trail to Quail Drive, Project Number 2021025, on behalf of the COUNTY, and AGENCY has hereunto set its hand the day and year above written.

**COUNTY:**

APPROVED AS TO TERMS  
AND CONDITIONS

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

Morton L. Rose, P.E.  
Director of Roadway Production

**AGENCY:**

WESTGATE BELVEDERE HOMES  
COMMUNITY REDEVELOPMENT  
AGENCY

\_\_\_\_\_  
Ronald Daniels, Board Chair

(Corp. Seal)

**ATTEST WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

{SIGNATURE PAGES CONTINUED}

**ATTEST:**

Joseph Abruzzo  
Clerk of the Circuit Court & Comptroller

**COUNTY:**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(Seal)

By: \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

## **WESTGATE/BELVEDERE HOMES CRA 2024 MONTHLY BOARD MEETING DATES**

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

JANUARY 08, 2024

FEBRUARY 12, 2024

MARCH 11, 2024

APRIL 08, 2024

MAY 13, 2024

JUNE 10, 2024

JULY 08, 2024

AUGUST 12, 2024

SEPTEMBER 09, 2024

OCTOBER 07, 2024\*

NOVEMBER 04, 2024\*

DECEMBER 09, 2024

G:\Westgate CRA\CRA Board Yearly Meeting Schedule\2024Board Meeting Schedule



answered questions about the departments parks and services and provided a variety of publications to help connect Palm Beach County's residents to opportunities for healthy, happy living through our park system. Residents who were already somewhat familiar with our parks had the following to say:

- I've never lived anywhere where they had such a great park system as Palm Beach County.
- You're doing a great job!
- Living here is a great thing!
- I love the parks here. You have so much to offer.

### Family Pioneer Farmstead Day – Riverbend Park



Submitted by **Alissa Koch**

On November 4, over 400 visitors came to Riverbend Park to experience what life was like in the early 1900s. One of the favorite activities was watching sawyers work the belt driven sawmill to cut logs into boards and getting to see how one

of the first washing machines worked. Another favorite activity was seeing farm animals like chickens, pigs, goats, and a cow in the farmstead animal pens. Visitors could learn how to fish in our farmstead pond, as well as how to run sugar cane through the cane press. There were many

organizations onsite to showcase various pioneer components, like the J.P. Cory Foundation who gave tours and talks about the garden and growing vegetables and herbs. Yesteryear Village had some old-time games and a fiddler. The Loxahatchee Battlefield Preservationists were dressed in the time period with some displays on clothing, weapons, and even an old shipwreck salvage diving suit. The River Center also brought some live animals for visitors to see and touch. A great time "going back in time" was had by all!

### Hoops for Turkeys – Westgate Park and Recreation Center



Submitted by **Allen Saint-Remy**

About 130 people attended Hoops for Turkeys on November 16 at Westgate Park and Recreation Center. Attendees enjoyed a variety of games and entertainment, fostering a sense of community spirit and creating lasting memories. In a generous gesture by the Westgate Community Redevelopment Agency, 18 turkeys were distributed to the game winners.