



Florida's Dynamic  
Waterfront Community

## **AGENDA**

**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
CITY OF RIVIERA BEACH COUNCIL CHAMBERS, 2ND FLOOR; 600 WEST BLUE  
HERON BLVD., RIVIERA BEACH, FL 33404,**

### **REGULAR MEETING**

**January 11, 2017**

**6:00 PM**

### **NOTICE**

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990,  
PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE  
PROCEEDINGS SHALL CONTACT THE OFFICE OF THE CITY MANAGER AT 561-  
845-4010 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS; IF HEARING  
IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD)  
OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

### **CALL TO ORDER**

ROLL CALL

INVOCATION

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS AND DELETIONS**

### **DISCLOSURE BY COMMISSION AND STAFF**

### **ADOPTION OF THE AGENDA**

### **CONSENT AGENDA SPEAKERS**

### **CONSENT AGENDA**

ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM; PLEASE FILL OUT  
A BLUE PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL  
CHAMBERS AND GIVE IT TO THE STAFF PRIOR TO THE BEGINNING OF THE  
MEETING. MEMBERS OF THE PUBLIC SHALL BE GIVEN A TOTAL OF THREE (3)  
MINUTES FOR ALL ITEMS LISTED ON THE CONSENT AGENDA. MEMBERS OF THE  
PUBLIC WILL BE GIVEN THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA  
ITEM. IN NO EVENT WILL ANYONE BE ALLOWED TO SPEAK ON AN AGENDA ITEM

AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

1. REQUEST FOR THE APPROVAL OF MINUTES -  
DECEMBER 14, 2016 REGULAR BOARD MEETING
2. APPROVAL OF CONSULTANTS'/VENDORS INVOICES Changed
3. WEITZ PAY APP NO. 25

END OF CONSENT

### **REGULAR BUSINESS**

4. RIVIERA BEACH HEIGHTS COMMUNITY GARDEN UPDATE
5. PRESENTATION - CRA INFORMATION TECHNOLOGY  
INFRASTRUCTURE
6. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT  
AGENCY AUTHORIZING THE EXECUTION OF A QUIT  
CLAIM DEED BY AND BETWEEN THE AGENCY AND THE  
INNER CITY YOUTH GOLFERS', INC. ("ICYG") ("BUYER")  
FOR VARIOUS PROPERTIES SPECIFICALLY  
DESIGNATED IN EXHIBIT A FOR A TOTAL OF \$12,000 FOR  
THE CONSTRUCTION OF A YOUTH EDUCATIONAL AND  
GOLF CENTER MUSEUM WITHIN 5 YEARS OF THE DATE  
OF THE DEED AND TO BE USED FOR NOT FOR PROFIT  
PURPOSES IN PERPETUITY; FINDING THAT THE SALES  
PRICE REPRESENTS FAIR VALUE; DIRECTING AND  
AUTHORIZING THE CHAIRMAN AND EXECUTIVE  
DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE  
NECESSARY AND CONSISTENT TO CARRY OUT THE  
INTENT AND DESIRE OF THE AGENCY; PROVIDING AN  
EFFECTIVE DATE.
7. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT  
AGENCY AUTHORIZING APPROVAL OF THE 2017  
RESIDENTIAL GRANT PROGRAMS FOR AN AMOUNT NOT  
TO EXCEED \$300,000 DOLLARS IN ACCORDANCE WITH  
THE APPROVED BUDGET; AMENDING THE  
NEIGHBORHOOD INCENTIVES PROCEDURES MANUAL  
FOR THE 2017 INCENTIVE PROGRAM; DIRECTING AND  
AUTHORIZING THE CHAIRMAN AND EXECUTIVE  
DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE  
NECESSARY AND CONSISTENT TO CARRY OUT THE  
INTENT AND DESIRE OF THE AGENCY; PROVIDING AN  
EFFECTIVE DATE
8. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF Changed  
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT  
AGENCY AUTHORIZING THE APPROVAL OF THE 2017  
COMMERCIAL PROPERTY IMPROVEMENT GRANT  
INCENTIVE PROGRAM AND THE COMMERCIAL

BEAUTIFICATION PROGRAM FOR AN AMOUNT NOT TO EXCEED \$350,000 DOLLARS IN ACCORDANCE WITH THE APPROVED BUDGET; APPROVING THE 2017 INCENTIVE UNDERWRITING CRITERIA ATTACHED AS EXHIBIT "A"; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE

9. DISCUSSION: COMMISSIONER HUBBARD; CRA GENERAL COUNSEL'S CONTRACT

## **ITEMS TABLED**

## **RECEIPT OF PUBLIC COMMENTS**

(Non Agenda or Consent Item Speakers; Three Minute Limitation) Please be reminded that the CRA Board of Commissioners has adopted a set of "Rules of Decorum Governing Public Conduct during Official Meetings", which has been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the Commission Chair may have any disruptive speaker removed from the podium, from the meeting and /or the building, if necessary. Please govern yourselves accordingly.

## **REPORT OF THE EXECUTIVE DIRECTOR**

## **REPORT OF THE GENERAL COUNSEL**

## **DISCUSSION OF THE BOARD**

## **ADJOURNMENT**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose 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, pursuant to F.S. 286.0105.

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

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**Subject:** REQUEST FOR THE APPROVAL OF DECEMBER 14, 2016 BOARD MEETING MINUTES

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**Recommendation/Motion:** APPROVAL

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<b>Originating Dept</b>	OPERATIONS MANAGER & PIO	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

SEE ATTACHED

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:



Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
12-14-16_CRA_meeting_minutes.pdf	DECEMBER 14 2016 BOARD MEETING MINUTES	1/4/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	1/4/2017 - 9:08 AM
Purchasing	Mealy, Dean	Approved	1/4/2017 - 5:42 PM
CRA Internal Review	Evans, Scott	Approved	1/4/2017 - 5:51 PM

Riviera Beach Community Redevelopment Agency

City of Riviera Beach Council Chambers

2nd Floor, Municipal Complex

600 West Blue Heron Boulevard

Riviera Beach, Florida

Wednesday, December 14, 2016

6:03 p.m. to 8:43 p.m.

APPEARANCES:

Chair Terence Davis

Vice-Chair KaShamba Miller-Anderson

Commissioner Tonya Davis Johnson (by phone)

Commissioner Lynne Hubbard

Commissioner Dawn Pardo

Attorney Michael Haygood

Interim CRA Executive Director Scott Evans

Operations Manager & Public Information Officer Darlene Hatcher

1 CHAIR DAVIS: Good evening to everyone. And I welcome you  
2 all to the great City of Riviera Beach CRA meeting on December  
3 14th at 6:00.

4 Madam Clerk, roll call, please.

5 (Upon roll call by Operations Manager & Public Information  
6 Officer Darlene Hatcher, the following were present: Chair  
7 Terence Davis, Vice-Chair KaShamba Miller-Anderson, Commissioner  
8 Davis Johnson, Commissioner Lynne Hubbard, Commissioner Dawn  
9 Pardo. Also present: Attorney Michael Haygood and CRA Interim  
10 Executive Director Scott Evans.)

11 CHAIR DAVIS: Thank you. We will stand, have a moment of  
12 silence, and the Pledge will be led by Vice-Chair  
13 Miller-Anderson.

14 (Moment of silence, followed by the Pledge of Allegiance.)

15 CHAIR DAVIS: Thank you, Vice-Chair.

16 Mr. Evans, do we have any additions or deletions?

17 INTERIM EXECUTIVE DIRECTOR EVANS: No, Mr. Chair.

18 CHAIR DAVIS: Do we have any disclosures by any of the  
19 Commission or staff?

20 Okay. Do we have a motion to adopt the agenda?

21 VICE-CHAIR MILLER-ANDERSON: So moved.

22 CHAIR DAVIS: We have a motion. Do we have a second?

23 COMMISSIONER HUBBARD: Second.

24 CHAIR DAVIS: Properly moved and second.

25 Madam Clerk.

1 (Motion to adopt Agenda passed unanimously.)

2 CHAIR DAVIS: Thank you.

3 Now we're going to go down to consent. We have two items.  
4 Before I ask for a motion to approve consent do we have anyone  
5 who wants to pull any items?

6 COMMISSIONER PARDO: Yes, Mr. Chair, I'd like to pull item  
7 1.

8 CHAIR DAVIS: Okay. Item 1.

9 Anyone else?

10 Motion to approve Consent, with item 1 being pulled?

11 VICE-CHAIR MILLER-ANDERSON: So moved.

12 COMMISSIONER PARDO: Second.

13 CHAIR DAVIS: We have it properly moved and second.

14 Madam Clerk.

15 (Motion to approve Consent with Item 1 being pulled passed  
16 unanimously.)

17 CHAIR DAVIS: Thank you.

18 Item number 1. Councilperson Pardo -- Commissioner Pardo.

19 COMMISSIONER PARDO: Thank you.

20 Okay. Constant Computing. So there's three invoices  
21 attached and they add up to, I don't know, \$2,000, maybe a  
22 little more. And it seems like every month we're getting  
23 invoices from them.

24 And, you know, this is for Mr. Evans: Do you think that  
25 maybe we should hire someone part-time? It might be cheaper in

1 the long run to have someone part-time who can work on some of  
2 these computer issues.

3 And, you know, quite honestly, it doesn't look like it's  
4 anything complicated.

5 You know, can you tell us what's going on? We've brought  
6 this issue up several times. And, you know, once again here we  
7 are -- the other thing that bothers me is -- on one of the  
8 invoices, okay, it's invoice 100971, all right, for an example,  
9 11/4, they -- let's see, the rate was \$115, the amount charged  
10 was twenty-eight seventy-five. Right? Remote support, trouble  
11 shooting, resolve user issues. And then invoice 100972, it's  
12 the same date and -- remote issues, troubleshooting, blah, blah,  
13 blah, and a couple of other issues; and then they're charging us  
14 \$172.50. So why are they sending us multiple bills instead of  
15 just one bill?

16 CHAIR DAVIS: Are they here, Mr. Evans?

17 INTERIM EXECUTIVE DIRECTOR EVANS: So we have multiple  
18 bills because we split them up amongst the various billing  
19 entities; because we have our Clean and Safe office, and then we  
20 have our CRA office, and then we also have work that's done at  
21 the marina.

22 And I did look up this -- part of our billing is very  
23 transparent every month. The City for example on their IT side  
24 spends over a hundred thousand dollars a month.

25 COMMISSIONER PARDO: Yeah, I know. I'm not talking about

1 the City. The City is a totally different animal. I'm just  
2 talking about the CRA. You know, you guys aren't as big as the  
3 City. Okay?

4 And then also to split it up between Clean and Safe and  
5 administration, you know, at the end of the day it's the same  
6 budget. And when we go through the budget it's -- you know,  
7 everything is under CRA.

8 INTERIM EXECUTIVE DIRECTOR EVANS: We can -- well, I will  
9 say that his invoicing thus far, or that company's invoicing, is  
10 in accordance with the contract. So it's what -- the amount  
11 that we expected to spend.

12 We can request the City to review what we're doing as a  
13 part of our ongoing look to see if perhaps they could provide  
14 the services at a cheaper rate. But I'm doubtful of that,  
15 considering that they have a large staff right now.

16 COMMISSIONER PARDO: Okay. So why do you think we  
17 consistently have user problems? Do we have antiquated  
18 equipment over there? Do we need to update the computers?

19 INTERIM EXECUTIVE DIRECTOR EVANS: I think we're  
20 continually trying to stay current but I wouldn't say we have  
21 antiquated equipment.

22 COMMISSIONER PARDO: Okay. But you're staying current with  
23 software. But what about the hardware?

24 INTERIM EXECUTIVE DIRECTOR EVANS: I think our hardware,  
25 it's a mix. And, no, not every computer is brand new, but as

1 they get aged we replace them slowly one by one. I would say  
2 our hardware is fairly modern.

3 COMMISSIONER PARDO: So you're just happy with, you know,  
4 continuously having them come in and, you know, resolve user  
5 issues? It's, you know, every month. It's almost like it's  
6 every day.

7 You know, Scott, you're the manager over there. If you  
8 think it's okay, then fine. I'm just questioning it because  
9 every month we're getting these bills. And it's not like the  
10 bills are \$400 because we had an issue over at the Event Center  
11 and then, you know, someone had an issue with the accounting  
12 system or something like that. It just seems like it's just  
13 really, you know, it's becoming -- it's an invoice that we're  
14 paying at least two grand a month for. So can you just take a  
15 look at it?

16 INTERIM EXECUTIVE DIRECTOR EVANS: I'm confident that our  
17 IT costs that much. But we can go back over and look at it --

18 COMMISSIONER PARDO: Could you, please?

19 INTERIM EXECUTIVE DIRECTOR EVANS: -- and see if there is a  
20 cheaper way to do it. Yes, I can do that.

21 COMMISSIONER PARDO: And then also, you know, I didn't have  
22 the time to go back and look, but can you just send us the last  
23 twelve months of invoices for Constant Computing, please?

24 INTERIM EXECUTIVE DIRECTOR EVANS: Sure.

25 COMMISSIONER PARDO: Thank you.

1           CHAIR DAVIS: One thing I will say, this is something I  
2 brought to the Board's attention quite some time ago. And it's  
3 to my understanding that we were going through a serious  
4 transition of technical support as we were upgrading our  
5 systems; and these were some of the things that the staff had  
6 told us that, to be expected. And as we reached the goals that  
7 we need to with our systems then we'll see the decrease in some  
8 of these items once we get to where we need to. Because also on  
9 the City's side we also have a lot of the same issues as we  
10 update a lot of our software and our technical support.

11           COMMISSIONER HUBBARD: Mr. Chair.

12           CHAIR DAVIS: Councilperson Hubbard. Commissioner Hubbard.

13           COMMISSIONER HUBBARD: But -- is any of this a part of an  
14 upgrade to the CRA software or is this just regular maintenance?  
15 That's what it seems --

16           COMMISSIONER PARDO: It looks like it's --

17           COMMISSIONER HUBBARD: -- to me. It doesn't seem like they  
18 have an upgrading project underway. Unless they misrepresented  
19 themselves.

20           CHAIR DAVIS: Well, Mr. Evans, could you for the next  
21 meeting give us a report on our IT services and where we are,  
22 and just have some of the issues addressed in that meeting as  
23 far as, you know, every day service, if there are some things,  
24 some upgrades that are going on with software.

25           INTERIM EXECUTIVE DIRECTOR EVANS: Certainly.



1 CHAIR DAVIS: Just address the questions by the Commission.

2 INTERIM EXECUTIVE DIRECTOR EVANS: I think it's -- in any  
3 computer system you're going to have ongoing maintenance. And I  
4 can also look at what other agencies pay for their IT.

5 COMMISSIONER HUBBARD: Okay. Now, let's -- let me see, can  
6 I ask the question again? The -- is this a part of a -- based  
7 on the comments that the Chair made, is this a part of an  
8 upgrading of the CRA computer software or is this a maintenance  
9 invoice that we're looking at here? Mr. Evans.

10 INTERIM EXECUTIVE DIRECTOR EVANS: I think most of these  
11 charges are regular maintenance and helping us with minor  
12 issues. There's no major upgrade as a part of these invoices.

13 CHAIR DAVIS: Could we have the vendor at the next meeting,  
14 so she can ask the questions to the vendor.

15 COMMISSIONER HUBBARD: No, not to the vendor. I want to  
16 know about --

17 CHAIR DAVIS: I never met him. I never met him before.

18 COMMISSIONER HUBBARD: Me either. I never met him either.  
19 But what I'm saying, the vendor has -- I just want to know what  
20 are we soliciting, what are we paying for. If it's two  
21 different things -- what you said, Mr. Chair, about the upgrade  
22 is one thing, and what Ms. Pardo had pointed out initially is  
23 different, and I wanted to get a sense of clarity. Because if  
24 we're in the middle of a project and we're upgrading our  
25 software and our system then I can understand we're going to

1 have a roll out of different invoices to come to us. But if  
2 this is, you know, invoices for maintenance, it still begs the  
3 question, where are we on the software.

4 CHAIR DAVIS: And to talk about that, when I brought this  
5 up months ago, this same very question that we're discussing  
6 now, months ago, at the time who was the current -- the former  
7 executive director talked about our service at the Clean and  
8 Safe building and the service that we have at the CRA office,  
9 along with the stuff that we have at the Event Center. It  
10 raised a lot of our prices and a lot of our work. So I've been  
11 waiting to get a -- and that's -- I think now since everyone  
12 else is starting to chime in on this, I think it's only fair  
13 that we make sure our vendor is here to give a presentation on  
14 the work they've been doing since we been paying them.

15 COMMISSIONER HUBBARD: Okay. Okay. Thank you.

16 CHAIR DAVIS: Commissioner Davis Johnson, do you have any  
17 questions?

18 Vice-Chair?

19 VICE-CHAIR MILLER-ANDERSON: Are we officially asking for a  
20 presentation or --

21 CHAIR DAVIS: No, they're not here, the vendor is not here.

22 VICE-CHAIR MILLER-ANDERSON: No, not tonight. No, not  
23 tonight.

24 For them to come back? Or is Mr. Scott going to bring back  
25 some information? Did we get clarity on it? I mean I don't

1 think we finalized --

2 COMMISSIONER PARDO: I would prefer Scott to bring it back.  
3 Let him look at it.

4 VICE-CHAIR MILLER-ANDERSON: Okay.

5 CHAIR DAVIS: Yeah, just come back. And please bring the  
6 vendor with you. Because I think, you know, if you're going to  
7 spend money with someone it's only proper that, you know, we get  
8 the chance to question the vendor themselves, you know. I  
9 haven't had a chance to meet him since we brought him on board.  
10 And that's one of the biggest concerns that I've had on what's  
11 really going on, you know.

12 All right. Madam Clerk.

13 (Motion to approve Consent passed unanimously.)

14 CHAIR DAVIS: Thank you.

15 That's the end of Consent.

16 Now we're going to go down to regular business item  
17 number 3.

18 COMMISSIONER HUBBARD: There was another invoice in number  
19 1 that she pulled I wanted to ask a question about.

20 CHAIR DAVIS: Did you pull another one?

21 COMMISSIONER HUBBARD: She pulled number 1.

22 CHAIR DAVIS: Is she going to pull just -- she only talked  
23 about one item.

24 COMMISSIONER PARDO: I had just -- correct. But it was the  
25 monthly vendor invoices, so there's a lot of them.

1 CHAIR DAVIS: Well, I called the motion closed, so what  
2 I'll do is --

3 COMMISSIONER PARDO: I asked just for Constant.

4 CHAIR DAVIS: -- I'll just come right back and open it back  
5 up. We can go back to the vendors. Because we ended consent  
6 already. So we can come back and open it up at the end and go  
7 back to address those consent items.

8 COMMISSIONER HUBBARD: We didn't, we didn't end it. We  
9 just didn't finish it.

10 CHAIR DAVIS: I called the motion and I said, "And that's  
11 the end of Consent."

12 Now if there's an item that you want to talk --

13 COMMISSIONER HUBBARD: Somebody seconded it?

14 CHAIR DAVIS: Yes.

15 COMMISSIONER PARDO: I thought it was just --

16 COMMISSIONER HUBBARD: We didn't call the question though.

17 CHAIR DAVIS: Okay. Okay.

18 COMMISSIONER HUBBARD: I think we still can do it.

19 CHAIR DAVIS: Madam Clerk, roll call, please.

20 Hold on. What item did you want to discuss?

21 COMMISSIONER HUBBARD: It was only an invoice. I just  
22 wanted to ask about the --

23 CHAIR DAVIS: Okay. Go ahead.

24 COMMISSIONER HUBBARD: -- Pittman Law Group invoice. When  
25 does that RFP go back out on the street? Because we're at the

1 end of it.

2 INTERIM EXECUTIVE DIRECTOR EVANS: For the -- as far as the  
3 Pittman Law Group, we are piggybacking on the City's. So I can  
4 find out from the City what they're going to do. But we didn't  
5 independently solicit for that. We just piggybacked on their  
6 contract.

7 COMMISSIONER HUBBARD: Okay. Okay. Thank you.

8 CHAIR DAVIS: Any other questions, Commissioner Hubbard?

9 COMMISSIONER HUBBARD: No, that was it. Thank you so much.

10 CHAIR DAVIS: Thank you.

11 Okay. All right. Now we can call the question.

12 Madam Clerk.

13 COMMISSIONER PARDO: We already called it.

14 CHAIR DAVIS: I just -- oh, okay. I appreciate it.

15 Someone said the question wasn't called. And I know I just  
16 voted yes.

17 Okay. All right. Item number 3.

18 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

19 (Regular Business, Item 3, ready by Ms. Hatcher.)

20 COMMISSIONER PARDO: So moved.

21 VICE-CHAIR MILLER-ANDERSON: Second.

22 CHAIR DAVIS: Properly moved and second.

23 VICE-CHAIR MILLER-ANDERSON: Ms. Davis Johnson tried to say  
24 something.

25 CHAIR DAVIS: Commissioner Davis.

1 VICE-CHAIR MILLER-ANDERSON: Johnson.

2 CHAIR DAVIS: Commissioner Johnson.

3 COMMISSIONER DAVIS JOHNSON: If you all would please speak  
4 into your mic.

5 CHAIR DAVIS: Can you speak a little louder? We can't hear  
6 you.

7 COMMISSIONER DAVIS JOHNSON: I said if you would be so kind  
8 as to speak into your mic so I can hear you all.

9 COMMISSIONER HUBBARD: We can't hear her either.

10 CHAIR DAVIS: Speak into the mic, is that what you said?

11 COMMISSIONER DAVIS JOHNSON: Please. Thank you.

12 CHAIR DAVIS: Thank you. Okay.

13 INTERIM EXECUTIVE DIRECTOR EVANS: I just want to announce  
14 that Commissioner Davis Johnson is attending by phone due to  
15 medical reasons.

16 CHAIR DAVIS: Correct.

17 All right. So we have the resolution -- let's please read  
18 that off again.

19 (Regular Business, Item 3 read by Ms. Hatcher.)

20 CHAIR DAVIS: All right. Thank you.

21 THE CLERK: It was a motion by Commissioner Pardo and  
22 second by Vice-Chair Miller-Anderson.

23 CHAIR DAVIS: Any questions or concerns on item number 3?

24 COMMISSIONER HUBBARD: A presentation by the executive  
25 director --

1 CHAIR DAVIS: All right.

2 COMMISSIONER HUBBARD: -- please.

3 CHAIR DAVIS: And public comment. Ms. Bonnie Larson.

4 MS. LARSON: I'll let him go first.

5 INTERIM EXECUTIVE DIRECTOR EVANS: This is a two-year  
6 agreement for the parking lot. We originally approved -- it's  
7 on Singer Island, just adjacent to Island Road and Plaza Circle.  
8 And this project was -- the lease was originally approved in  
9 2013 and then extended. We took advantage of that two-year  
10 option agreement which extends it out through January of 2017.

11 And on this particular property we have improved it by  
12 adding overflow parking for the Ocean Mall and the adjacent  
13 businesses. And because the lease is about to expire, we would  
14 like to renew it. The renewal does give us the first right of  
15 refusal to buy the property. So if the owner decides to sell it  
16 we have the option to purchase it. And it will extend our lease  
17 for two years so that we can continue to provide that overflow  
18 parking.

19 CHAIR DAVIS: Okay. Any questions?

20 Oh. Ms. Larson. Then we'll come back to the Commission.

21 MS. LARSON: Bonnie Larson. My question is a long-term  
22 question. What is our eventual plan with this?

23 Now this is the parking area, and MTN I believe owns the  
24 other half, or somebody else owns the other half. But the  
25 parking there is now used by those offices along Blue Heron.

1 And it's used apparently by Ocean Mall and by people going to  
2 the beach. So not only are our people using it but other  
3 vendors are using it also. How is that working out as far as  
4 space? Is it sufficient? Is it okay? Do the people going to  
5 the beach and the Ocean Mall now have sufficient space? Should  
6 we be charging rent for that?

7 We bought the properties on the east side of that.  
8 Right -- well, you can see it in the photo. And that was  
9 supposedly to be for parking also, or availability of parking.  
10 But that's just been torn down. It's a green space now. I  
11 thought we were going to use that for parking also.

12 So what is our long-term plan for this? Rather than  
13 renting it two years, two years, two years. Because the  
14 purchase was what he wanted to do, MTN wanted to do. In order  
15 to sell it he said his stipulation was that we had to build --  
16 give him the rights to build a hotel above that space; which we  
17 then would incur all the costs, the parking garage, the this,  
18 the that, the elevator; and giving him all the income on the --  
19 excuse me -- of the hotel. So that didn't sound like a real  
20 good plan to me.

21 So what is our -- how is the usage working out now? How  
22 does it look for the immediate future? Should we charge? And  
23 what can we do? Because this is going to be an ongoing problem,  
24 something we'll have to do all the time.

25 But I don't know that -- I don't think that giving him an



1 option to put a hotel on top of our parking is the right way to  
2 go. So what is our plan for long-term plan?

3 Thank you.

4 CHAIR DAVIS: Thank you.

5 That's the end of public comment.

6 Questions by the Commission?

7 COMMISSIONER PARDO: All right. Mr. Chair.

8 CHAIR DAVIS: Yes, ma'am.

9 COMMISSIONER PARDO: Okay. Well, I have a comment about  
10 the parking in reference to what Ms. Larson said. Or asked. We  
11 still don't have sufficient parking over there. On the weekends  
12 and holidays the Ocean Mall is full, that parking lot is full.  
13 If you drive by on the weekends you'll notice once the banks  
14 close that their parking lots are full because people park over  
15 there. Phil Foster Park is always full. Right? By noon it's  
16 full. So we still don't have adequate parking over on Singer  
17 Island. But this lot has made a difference.

18 And she made reference to the two buildings that we  
19 purchased, that we knocked down. We knocked those buildings  
20 down so the people using the lot would be able to transition  
21 into the Ocean Mall instead of going around onto the street.  
22 There's no sidewalks there. Right? So we made the little green  
23 space, made it look a little nicer so the people walk through to  
24 get to the mall.

25 And I think the ultimate plan is to one day have some kind

1 of parking lot over at the mall. Right? We've had discussions  
2 for a while about, you know, we're in dire need of parking here,  
3 we're in dire need of parking over at the marina. And if you  
4 recall we had the discussion maybe four months ago about  
5 possibly implementing a parking district which would allow us  
6 to, you know, either put kiosks or something, so we start  
7 charging people for parking and then bond the money so we can  
8 start building parking garages at the marina and then over here.  
9 Right? So that's the long-term goal.

10 But that's all I have. Thank you, sir.

11 CHAIR DAVIS: All right. Anyone else from the Commission  
12 have any questions in regards to item number 3?

13 COMMISSIONER HUBBARD: Is this 28,000 annually, sir?  
14 Mr. Chair?

15 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

16 COMMISSIONER HUBBARD: Thank you.

17 CHAIR DAVIS: Any questions, Commissioner Davis Johnson?

18 COMMISSIONER DAVIS JOHNSON: No questions.

19 CHAIR DAVIS: Vice-Chair?

20 VICE-CHAIR MILLER-ANDERSON: No.

21 CHAIR DAVIS: Okay. Madam Clerk.

22 (Regular Business, Item 3. Motion passes unanimously.)

23 CHAIR DAVIS: Thank you.

24 Item number 4.

25 MR. HAYGOOD: You want me to read it?

1           A resolution of the Board of Commissioners of the Riviera  
2 Beach --

3           CHAIR DAVIS: 4.

4           VICE-CHAIR MILLER-ANDERSON: Presentation.

5           INTERIM EXECUTIVE DIRECTOR EVANS: This is a presentation  
6 on a CRA Property of Distinction project. And I am proposing to  
7 begin moving forward again on this project. It is located on  
8 the northwest corner of Broadway and Blue Heron Boulevard. It's  
9 our 2600 block of Broadway. And this is the largest -- one of  
10 the most busiest intersections in the City.

11           And we've completed Phase I of the project. And that is --  
12 can be shown here. And you can see this is -- we purchased this  
13 site and we knocked down the building that was encroaching very  
14 close to the sidewalk. And as a result we were able to beautify  
15 this corner. And what I'm proposing this evening is that we  
16 begin to move forward on this project, to take the  
17 beautification to the next step.

18           And the current status of it is we've knocked down the  
19 building on the property, we resodded it, we put in some  
20 landscaping and some up-lighting to enhance the decorative  
21 landscaping, and then we put in this temporary sign here that  
22 shows that future development is coming to Broadway and to the  
23 Marina District.

24           When we originally purchased this property, you can see how  
25 dangerous this corner was. And we did that to enhance

1 pedestrian safety and to create a new City beautification site.  
2 And I think it's a really key site for branding the City too.  
3 It's a key location. There's actually over 35,000 cars per day  
4 that pass by this corner.

5 And we did an agreement with Florida Department of  
6 Transportation; and so as a part of their improvements to the  
7 Broadway and Blue Heron intersection we provided some of the  
8 land after we removed the building so that they could enhance  
9 the turning radius and expand the sidewalks to make it a safer  
10 condition.

11 And this is a picture of the existing site. And so the  
12 entire 2600 block includes this building which is leased to Cash  
13 America, and then this vacant structure which was formerly the  
14 Dairy Bell site, and then the park.

15 And I'm proposing that we begin moving forward on this  
16 project in two phases. One phase we're looking at, what we're  
17 going to do on the corner, which is our beautification and  
18 branding site; and then also how we enhance both the property  
19 which has inadequate parking and then the structure which also  
20 has a variety of problems.

21 We have worked through a couple of concepts on how we take  
22 the corner to the next level; looking at some improvements that  
23 would be fairly inexpensive but that would provide us an  
24 opportunity to really create a marquee area of the City. What  
25 we were envisioning is that it would really show a large City of

1 Riviera Beach sign with some perhaps some trellis enhancing the  
2 landscaping in the background and a fountain.

3 And we're showing you an example here. This is the  
4 existing landscaping that sort of exists on the site now. And  
5 we'd replace that temporary sign with a fountain or monument  
6 similar to some of these municipal ones that we've provided.  
7 And then we'd also use that opportunity to provide City of  
8 Riviera Beach signage.

9 So -- and this is just a, this is sort of a concept plan of  
10 how we would make that happen. You see the new -- we'd still  
11 utilize the existing landscaping that's on the site, we'd add  
12 new landscaping. And one of the concepts is we'd put the  
13 fountain directly in front, and with the signage of the City of  
14 Riviera Beach so it could be well seen on the corner.

15 CHAIR DAVIS: Is that where the sign is located at? Is  
16 that where you put the fountain at?

17 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. Right where the  
18 existing sign is now.

19 And this is another concept that we're -- that we've worked  
20 through, which would basically be the same thing except that  
21 we'd also provide some hardscape. This is like a pedestrian  
22 pathway that we could have here where you could walk around the  
23 corner instead of being adjacent to the traffic.

24 The property side of the development we're proposing, we  
25 have a few things that we want to try and accomplish. One is a

1 facade improvement for the building which we own. We need to do  
2 a parking lot enhancement. That parking lot is fairly dangerous  
3 and doesn't meet code. And by doing that we would have to do a  
4 site reconfiguration. And also I want to get an updated  
5 appraisal and potentially sell that property back to the private  
6 market after we've improved it.

7 VICE-CHAIR MILLER-ANDERSON: Which part?

8 INTERIM EXECUTIVE DIRECTOR EVANS: The portion, the Cash  
9 America building and the adjacent parking lot.

10 This is a picture of the Cash America building here. So  
11 this is the one, and this below is just a very -- fairly  
12 inexpensive improvement that we could make, starting to adjust  
13 the signage, we would apply a monument sign instead of this  
14 large sign here. And then just -- and this portion of the  
15 building, which is on the south end, needs to be improved.  
16 Right now it looks like it's just vacant space when actually  
17 it's leased to Cash America. So we would want to try and  
18 improve this property -- it's on our major intersection -- as a  
19 part of this beautification project.

20 This is an example -- this is the parking lot that's  
21 adjacent. The former Dairy Bell site sits right here. It's a  
22 very small building. So this is a concept that would improve  
23 the parking lot and fix it to meet code for the property.

24 So tonight I'm just -- I wanted to bring it to your  
25 attention that I wanted to begin moving forward again with this

1 project. And what I propose is to refine the concepts that  
2 we've shown tonight, look through the various options and refine  
3 those, and then bring cost estimates for what those potential  
4 improvements might cost back to the Board for consideration.

5 And I would bring those back in two segments: One would be  
6 how much it is to continue the corner beautification and add the  
7 City of Riviera Beach sign, with a couple of different options  
8 and pricing for those. And then some pricing to provide a  
9 facade improvement to the building and conduct the site  
10 enhancement, which would include improving the parking lot and  
11 potentially demoing or renovating the building. And I would  
12 give you the costs and implications of both of those potential  
13 options.

14 VICE-CHAIR MILLER-ANDERSON: Chair Davis.

15 CHAIR DAVIS: Vice-Chair Miller-Anderson.

16 VICE-CHAIR MILLER-ANDERSON: So for the area where Dairy  
17 Bell is, looking at the -- that right there, that configuration,  
18 you want to demo the Dairy Bell and turn it into a green space  
19 similar to what we have at the corner of Blue Heron and  
20 Broadway?

21 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. It could be used  
22 for open space. It could also be utilized to add a little bit  
23 more parking. So we could just, we could just limit the green  
24 space to the south -- I mean, rather, to the eastern side of it;  
25 and then we could add a little bit more parking here. It could

1 be a couple of different options. But mostly just for  
2 beautification.

3 VICE-CHAIR MILLER-ANDERSON: Okay. So because of the  
4 parking issue it's not feasible to have another building or some  
5 sort of business in that spot?

6 INTERIM EXECUTIVE DIRECTOR EVANS: Well, the existing  
7 building, yes, doesn't work. Yes, the existing building is very  
8 small. And the parking in the way that it works around that  
9 building is actually quite dangerous.

10 VICE-CHAIR MILLER-ANDERSON: Still not -- okay. Okay.  
11 That's all.

12 CHAIR DAVIS: How many spaces, Mr. Evans, do that parking  
13 have over there; do you know?

14 INTERIM EXECUTIVE DIRECTOR EVANS: I think currently they  
15 have -- actually it's on one of these slides.

16 CHAIR DAVIS: Eleven spaces? Okay.

17 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

18 CHAIR DAVIS: All right.

19 Any questions from any other commissioners of the Board?

20 COMMISSIONER HUBBARD: Question.

21 CHAIR DAVIS: Ms. Hubbard.

22 COMMISSIONER HUBBARD: Parking for what exactly? You would  
23 be tearing the Dairy Bell building down. To accommodate what  
24 parking where?

25 INTERIM EXECUTIVE DIRECTOR EVANS: We would just put in



1 parking that meets City code for the Cash America building. For  
2 the building that's leased to Cash America.

3 COMMISSIONER HUBBARD: I'm just thinking, with the type of  
4 businesses that are in there now, and having something like a  
5 Dairy Bell there, or a small entrepreneur initiative or a small  
6 business, they are transient businesses, not like people park  
7 there like they -- you know, they're staying. So both, both  
8 people seem to benefit from the parking lot, you know, like Cash  
9 America. You never really see anybody parking on the side of  
10 the road for either business.

11 And the only reason I bring it up, not to disagree with you  
12 but for the simple reason if you were going to have something,  
13 you know, fun like a Dairy Bell or an ice cream shop or  
14 something, that someone interested in entrepreneurship could  
15 open up or have there, that would be an affordable business  
16 venture. And that's, that's the reason that I brought it up.  
17 So keep that in mind.

18 INTERIM EXECUTIVE DIRECTOR EVANS: I can also get a cost on  
19 what it would cost to reopen that building and make the  
20 improvements that would bring it to up code.

21 COMMISSIONER HUBBARD: Thank you.

22 CHAIR DAVIS: I share the same sentiment of Commissioner  
23 Hubbard a while back on it. But what brought it to my attention  
24 and what made me really understand the parking, I was walking by  
25 one evening, is that you saw some -- when it is crowded you see

1 cars, the Cash America building, those parking spaces as you  
2 pull up towards the south, then there's cars parking right  
3 behind the old Dairy Queen. And so when they're kind of backing  
4 up and getting out it becomes a real serious issue at times.  
5 That's only when they're packed. But other than that, you know,  
6 it's pretty in and out situation. But there are some times  
7 where it does become a safety issue.

8 COMMISSIONER HUBBARD: Okay.

9 VICE-CHAIR MILLER-ANDERSON: Chair.

10 CHAIR DAVIS: Vice-Chair.

11 VICE-CHAIR MILLER-ANDERSON: What are the required amount  
12 of parking spaces for the Cash America and the Dairy Bell  
13 building size? What, what would be required?

14 INTERIM EXECUTIVE DIRECTOR EVANS: I don't recall  
15 offhand --

16 VICE-CHAIR MILLER-ANDERSON: Okay. Okay. You can just  
17 find out.

18 INTERIM EXECUTIVE DIRECTOR EVANS: -- but I will include  
19 that.

20 VICE-CHAIR MILLER-ANDERSON: Okay. That's it.

21 CHAIR DAVIS: Commissioner Davis Johnson, do you have any  
22 questions?

23 COMMISSIONER DAVIS JOHNSON: No questions.

24 CHAIR DAVIS: Anyone else from the Board?

25 Madam Clerk.

1 THE CLERK: That was just a presentation.

2 CHAIR DAVIS: Okay. So let's go, item number -- it's 5.

3 THE CLERK: Discussion. Redevelopment of the Broadway  
4 Corridor.

5 INTERIM EXECUTIVE DIRECTOR EVANS: Good evening. Scott  
6 Evans, Interim Executive Director.

7 I'm having trouble with my pointer here so I'm just going  
8 to come down here and use this.

9 In recent months both at the City and the CRA, City Council  
10 meetings, there's been considerable discussion about the future  
11 of the Broadway corridor. Generally speaking the City Council  
12 and the CRA have expressed concern that the Board and the City  
13 Council is really not satisfied with the types of proposed  
14 development for the corridor; that they don't meet the vision or  
15 the expectations of the Council and the CRA Board. And this  
16 creates a difficult challenge for developers in the development  
17 community and for us as staff employees in trying to advise them  
18 on what types of development would work.

19 And I think it's very important that this Board refines  
20 that vision and takes an opportunity to go through what you  
21 would like to see in the corridor so that we can try and solicit  
22 types of development that meet your expectations. The corridor  
23 has many significant redevelopment opportunities. And it's  
24 really our largely undeveloped opportunity if we're going to  
25 promote future growth and prosperity for the community. So I

1 believe we need to establish a vision framework that the  
2 development community can rely upon and that the Board can refer  
3 to when you begin to consider new projects and ensure that they  
4 meet both your goals and the vision that you've agreed to. And  
5 it also helps future developers, it provides them a clear  
6 understanding of what kind of project you're looking for.

7 COMMISSIONER PARDO: Mr. Chair.

8 CHAIR DAVIS: Yes. Ms. Pardo.

9 COMMISSIONER PARDO: All right. Just for a second. So,  
10 Scott, aren't we scheduled to discuss this at our retreat in a  
11 couple of weeks, the vision for the Broadway corridor? Wasn't  
12 that an item on the agenda?

13 INTERIM EXECUTIVE DIRECTOR EVANS: The January retreat is  
14 just focused on the marina.

15 VICE-CHAIR MILLER-ANDERSON: We asked for it.

16 COMMISSIONER PARDO: Yeah, didn't we ask for it?

17 VICE-CHAIR MILLER-ANDERSON: I don't know if --

18 CHAIR DAVIS: It was two phases. On the one day was the  
19 marina, the other day was for items that we had discussed prior.  
20 Because we had the two-day retreat like we normally do it. So  
21 one day was on the marina, on the area and the redevelopment;  
22 the master developer agreement that's no longer existing, do we  
23 want to choose a master developer. Then the other date was  
24 talking about Broadway, vendors, and the direction -- what you  
25 wanted the CRA to look like, which was day two.

1 COMMISSIONER PARDO: So it is on there.

2 INTERIM EXECUTIVE DIRECTOR EVANS: Okay. I'll definitely  
3 include it.

4 This is a picture of what Broadway used to look like. And  
5 since then we've made a variety of improvements. When you're  
6 trying to enhance a corridor you really have two main spaces:  
7 You have your public space, your right-of-way. This is occupied  
8 by your street lights, your sidewalks, your lighting, your  
9 decorative lighting hopefully. And then you have the  
10 development regulations that guide the types of development that  
11 you get along and adjacent to the property. And those two  
12 things together make up your corridor.

13 And this is -- we've made some progress in the main area.  
14 Obviously streets are our community's front door, they're  
15 centers of activity, and it's very important for them to be  
16 comfortable places not only just for cars but for pedestrians.  
17 They provide a sense of place but they also need to feel like  
18 they're occupied.

19 Our new form based zoning code, which is the regulations  
20 that are adopted along the Broadway corridor, were approved in  
21 2013. And they provide that appropriately scaled buildings are  
22 constructed with buildings lining the street, and that forms a  
23 continuous line of buildings which helps create that positive  
24 pedestrian environment. And in this area we really need to  
25 create and enhance and strengthen it as a downtown. And part of

1 the improvements that are shown above is some of the landscaping  
2 median that was installed along with new sidewalks in the recent  
3 DOT project.

4 The completed improvements include the decorative street  
5 lights, landscaped median, and building facade improvements.  
6 The pending improvements are we are removing the overhead  
7 utility lines and burying them under the street.

8 COMMISSIONER DAVIS JOHNSON: Mr. Evans. Mr. Chair.

9 CHAIR DAVIS: Yes, ma'am.

10 COMMISSIONER HUBBARD: Question about the --

11 COMMISSIONER DAVIS JOHNSON: Excuse me. Mr. Chair.

12 COMMISSIONER HUBBARD: One --

13 CHAIR DAVIS: Commissioner Hubbard, and then we'll go to  
14 Davis Johnson. She already called.

15 COMMISSIONER HUBBARD: The pending improvements with FP&L  
16 and the overhead utility burial, I know that we were waiting  
17 or -- we were waiting to hear from Viking about us getting into  
18 their right-of-way for FP&L to be able to go ahead and bury  
19 those lines. Where are we with that?

20 INTERIM EXECUTIVE DIRECTOR EVANS: So we have an agreement,  
21 a potential agreement with Viking that would say if we swapped  
22 property with them that as a part of that agreement we could  
23 also obtain access to those easements for the utility burials.  
24 However that property swap is not -- will be a part of the  
25 discussions at our marina retreat because we would like to try

1 and move forward on that aspect of the project.

2 So right now we are currently waiting, still waiting to  
3 receive the utility burial easements.

4 COMMISSIONER HUBBARD: Okay. Thank you very much.

5 INTERIM EXECUTIVE DIRECTOR EVANS: Some of the future  
6 potential right-of-way improvements -- oh, I'm sorry. I believe  
7 another commissioner had a question.

8 CHAIR DAVIS: Ms. Davis Johnson.

9 COMMISSIONER DAVIS JOHNSON: Based on the amount of  
10 information that's going to be contained in this discussion and  
11 presentation, is it not better suited for the workshop? Because  
12 this doesn't seem as if it's something that can just go -- I  
13 don't think that we need to fly by our seat of our pants at  
14 this, so that we could really have an opportunity to have  
15 conversation amongst ourselves as well as review the overall  
16 plan. I think trying to have a discussion about it tonight, it  
17 would just really extend the time of the meeting and not really  
18 give us an opportunity to really discuss this.

19 And I couldn't clearly hear what the comments were with  
20 regards to my colleague, Pardo, when you mentioned whether or  
21 not this was going to be on the agenda. So can someone  
22 enlighten me?

23 CHAIR DAVIS: Yes, this will be on the agenda.

24 COMMISSIONER DAVIS JOHNSON: So we're going to go ahead and  
25 go through this discussion tonight, with it being on the agenda

1 for the retreat?

2 CHAIR DAVIS: Well, well, it was set to be a presentation  
3 as we get warmed up for the meeting. So there may be some  
4 things when we come to the meeting to be prepared to have a  
5 discussion. And if we can maybe just have a presentation so we  
6 can take our notes and be prepared to come to the meeting to  
7 address any issues that any of us may have missed on the first  
8 go-round. This would be a good opportunity to just kind of take  
9 some mental notes and writing those down so when we come back in  
10 January we can be ready to work together as one group.

11 COMMISSIONER DAVIS JOHNSON: I don't know how my colleagues  
12 feel, but it just seems to be a duplication of efforts in having  
13 this pre-discussion, only to come back and discuss it as part of  
14 a two-day event. That's just my, that's my -- those are my  
15 comments about it.

16 CHAIR DAVIS: I agree with you, we don't need to discuss  
17 it, we can just do it, receive a presentation and move forward.  
18 Or if you don't want to receive a presentation we can move to  
19 the next item.

20 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, I can save it to  
21 the retreat.

22 CHAIR DAVIS: Next item. Okay. No problem.

23 COMMISSIONER PARDO: Yeah, I'm -- Mr. Chair.

24 CHAIR DAVIS: Yes.

25 COMMISSIONER PARDO: I'm fine with saving this until we're



1 all together at the retreat. You know, why waste the time  
2 tonight when we're just going to review it again.

3 CHAIR DAVIS: Well, I just, I just want to make sure that  
4 we all are committed to being there on that retreat. Because if  
5 someone doesn't show up, I'm not -- I'm telling you, just my  
6 respect of my time and everyone else's time, I'm not going to  
7 sit through another meeting because someone chose not to come  
8 for whatever reason; we could have talked about it, we could  
9 have at least saw a presentation tonight.

10 Mr. Evans, so we're going to go on. Thank you for the  
11 presentation. We're going to go ahead and get prepared for item  
12 number 6.

13 VICE-CHAIR MILLER-ANDERSON: I have a card in for it.

14 CHAIR DAVIS: 5. Ms. Larson, did you still want to ask  
15 some questions, Ms. Larson?

16 MS. LARSON: Yes.

17 CHAIR DAVIS: Please come to the microphone.

18 MS. LARSON: We have so many projects in the CRA and not  
19 too much money to do it. So you were just talking about that  
20 Broadway corner on Broadway and Blue Heron, where the green  
21 space is. Why do we need to improve it any more than it is now?  
22 It looks pretty. It looks very pretty now. So why waste more  
23 money on it right this second? Let's move on to something else  
24 that doesn't look so great.

25 If you put a fountain in there, I -- I'm very familiar with

1 that property; I can tell you who's going to be taking a bath  
2 right there on the corner of Broadway and Blue Heron. I can  
3 tell you what's going to happen. So let's reconsider that  
4 because, like I said, it looks very pretty now, that corner.  
5 So, you know, rather than pouring more and more money into  
6 something let's think about doing other things.

7 In 2008 the City hired -- I don't have my notes with me --  
8 the City hired the Treasure Coast Regional Planning Council as a  
9 consultant for us, for the whole City and the CRA. And one of  
10 the things they showed us -- they must have showed us a hundred  
11 pictures of how Broadway would look without the overhead utility  
12 lines. That was 2008. Everybody agreed, money was set aside.  
13 We hired -- there was a representative who always came to the  
14 meetings when Florida Power and Light was involved with  
15 something. When he retired the CRA hired him to figure out how  
16 to do that underground burial of the lines on Broadway. So  
17 we've paid all that money already. Now I'm wondering, now I'm  
18 hearing something about Viking, access to their properties or  
19 whatever. Isn't this going to be in the swale? Isn't this  
20 going to be on city-owned property that this happens? We hired  
21 all those people to do that several years ago.

22 And then the south end was supposed to be done first. Then  
23 they were going to do north of Blue Heron. I understand we  
24 hired someone to do that, to figure out that. But here we are  
25 eight years later and we don't have anything. And that was one

1 of the things that Treasure Coast really, really pushed, was how  
2 much nicer Broadway would look without those lines. So I don't  
3 understand why we have to wait for Viking or anybody else to do  
4 that. I just don't -- if you could explain what that connection  
5 is, because I thought all this was supposed to happen within the  
6 swale, which really belongs to the City. So I don't understand  
7 why we paid these people years ago and still we have nothing.  
8 Because like I said, that was the biggest thing and it really  
9 did look much nicer without that.

10 As far as attracting people to the Broadway corridor there,  
11 we can wish for whatever we want to wish for. That's not going  
12 to make it happen. We have to look like an up-and-coming  
13 business. And some of the things we've been proposing lately is  
14 not going to help this situation. So we need to work with the  
15 people who are there now, make sure they're maintaining their  
16 properties. You drive through our city and you see the way some  
17 of those properties are maintained. Not so good. Would you  
18 want to put your business next to them? Probably not. There's  
19 a lot of things that we can do to make it look better before  
20 people come.

21 We need to be also proactive. Go after some companies and  
22 say, you know, we have all this property, it's right here on  
23 Broadway; what do you think? We're looking for stores, we're  
24 looking for restaurants, we're looking for all kinds of things  
25 to make a downtown corridor. So we should be proactive and

1 advertising it.

2 But meanwhile some of those people who work along Broadway  
3 can certainly clean up their projects. And I think the  
4 underground utility would make a huge difference right now. Not  
5 eight years later.

6 Thank you.

7 CHAIR DAVIS: Thank you, Ms. Larson.

8 COMMISSIONER HUBBARD: Mr. Davis, can I --

9 CHAIR DAVIS: That's the end of public comment card.

10 COMMISSIONER HUBBARD: Can I ask a question to that?

11 CHAIR DAVIS: Ms. Hubbard.

12 COMMISSIONER HUBBARD: The -- Mr. Evans, as far as easement  
13 and the City right-of-way, would you explain that in relation to  
14 Broadway for me?

15 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. The utility lines  
16 are buried in the right-of-way; underneath the sidewalk actually  
17 in most areas. The problem is that every so many feet you have  
18 to have a transformer; and there's no room in the sidewalk or  
19 the right-of-way in the Broadway corridor for those  
20 transformers. So we need to get easements approved from various  
21 property owners for the entire length of the roadway for the  
22 burial, in order to put those transformers there.

23 And for a lot of properties it doesn't affect them because  
24 if they're built then we try to fit them into a spot that's  
25 already landscaped or green space. And for new projects or

1 vacant ones we try to put them on a part of the property where  
2 if they did redevelop their property or build a new project that  
3 it could just fit into their building setback or into their  
4 landscaping. But the actual transformer part is what we need  
5 the easement for.

6 COMMISSIONER HUBBARD: Okay. So one way or the other it  
7 will benefit and -- benefit and affect both the City and the  
8 owner of the property at some point in the future?

9 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, the beautification  
10 that will help everybody in all properties on the Broadway  
11 corridor.

12 COMMISSIONER HUBBARD: The -- I mean the placement of the  
13 transformers and the placement of the lines underground.

14 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. Now some private  
15 property owners, it does reduce the amount of space they have  
16 available to do other things. But we try to make it as minimal  
17 an impact to them as possible.

18 COMMISSIONER HUBBARD: Okay. All right. Thank you.

19 CHAIR DAVIS: Any other questions?

20 So that's the end of item number 5. We heard public  
21 comment.

22 Let's move on to item number 6.

23 (Regular Business, Item 6, read by Ms. Hatcher.)

24 COMMISSIONER PARDO: So moved.

25 CHAIR DAVIS: We have a motion. Do we have a second?

1 COMMISSIONER HUBBARD: Second.

2 CHAIR DAVIS: Properly moved and second.

3 Any questions by anyone from the Commission?

4 VICE-CHAIR MILLER-ANDERSON: Presentation.

5 COMMISSIONER HUBBARD: Presentation, please.

6 CHAIR DAVIS: Okay. Presentation from staff.

7 INTERIM EXECUTIVE DIRECTOR EVANS: This is an amendment to  
8 the existing lease that the Board has approved for the Rafiki  
9 Tiki.

10 It just -- the existing lease is approved; and it  
11 specifically references that they're permitted to sell beer and  
12 wine. And this amendment would just say that they're permitted  
13 to sell all alcoholic beverages, because they expressed a desire  
14 to also be able to sell liquor. And this would -- and it just  
15 approves it as -- they would still have to comply with Florida  
16 statutes. And it would just expand that definition so that  
17 they're not limited in what they can offer at their new cafe  
18 space.

19 COMMISSIONER PARDO: Mr. Chair.

20 CHAIR DAVIS: Yes, ma'am.

21 COMMISSIONER PARDO: Mr. Evans, will this require them to  
22 increase their insurance liability?

23 MR. HAYGOOD: I think they have to have Dram -- I think  
24 it's called Dram Act insurance, anyway, for the alcoholic  
25 beverages, even for the beer and wine.

1 CHAIR DAVIS: Well they won't get their license without  
2 that, correct?

3 MR. HAYGOOD: That's my understanding, yes.

4 COMMISSIONER PARDO: Okay. But the City or the CRA will  
5 not require additional --

6 UNIDENTIFIED SPEAKER FROM THE AUDIENCE: No.

7 COMMISSIONER PARDO: Wait. I'm asking staff right now.

8 MR. HAYGOOD: Yeah. As it stands -- no, I don't think so,  
9 I think it would still be covered in their existing insurance  
10 requirements.

11 COMMISSIONER PARDO: Okay. All right.

12 VICE-CHAIR MILLER-ANDERSON: Question.

13 CHAIR DAVIS: Yes.

14 VICE-CHAIR MILLER-ANDERSON: So the original lease was just  
15 for beer and wine. What changed? I mean did you not want it at  
16 the beginning or --

17 CHAIR DAVIS: That's a good question.

18 MR. SALLOUM: Thank you for your question.

19 No, it's actually been an ongoing --

20 VICE-CHAIR MILLER-ANDERSON: State your name.

21 MR. SALLOUM: My name is Roland Salloum. Demetri Salloum's  
22 son, and general counsel for Rafiki Tiki, LLC.

23 It's actually been an ongoing conversation between us, the  
24 CRA and CBRE, to get a liquor license. We have communications  
25 going back and forth since the inception of the lease agreement,

1 to get a liquor license there.

2 One of the things that was holding it up was there were  
3 concerns that, hey, we don't want them competing with, you know,  
4 the big restaurant we put in there and things like that. Well,  
5 there is no big restaurant in there.

6 We want exactly what the City wants, what the CRA wants, we  
7 want more people, more customers, more to offer the City. And  
8 as our revenue grows obviously the six percent that we pay on  
9 the gross to all of our revenue to the City will likewise grow.

10 So we're asking, since there is no large restaurant in  
11 there at this point, you know, why not. Let's help each other  
12 do some good things.

13 I mean I -- and to address some of the other concerns, you  
14 know, in the lease it's -- you know, the restaurant as it is is  
15 closing up about nine p.m. So I mean it's not like it's going  
16 to be an after hours place or in any way staying open late and  
17 serving liquor at a later point. You know, we're going to be  
18 lights off, doors locked by ten p.m., everybody out of there.  
19 So, you know, any concerns we have for late night liquor sells I  
20 hope is quelled with that. I mean that's in the lease.

21 VICE-CHAIR MILLER-ANDERSON: Well, yeah, I thought I  
22 recalled there being a question of competing with the other  
23 restaurants. So basically because we don't have a restaurant  
24 coming in there you all want to take advantage, which makes  
25 sense.



1 MR. SALLOUM: Well, we want, we want all of us to take  
2 advantage of it.

3 VICE-CHAIR MILLER-ANDERSON: Right. Right.

4 MR. SALLOUM: I mean with our increased revenues, again,  
5 you know, that's six percent additional tax to you.

6 VICE-CHAIR MILLER-ANDERSON: Right.

7 MR. SALLOUM: So -- and as far as the insurance, liquor  
8 license, in order for us to get the liquor license we'd have to  
9 comply with the insurance requirements anyway. So there's no  
10 additional requirement on the City but it's on us.

11 VICE-CHAIR MILLER-ANDERSON: Okay. Thanks.

12 CHAIR DAVIS: And to piggyback, when this first came up,  
13 the question with our previous leadership, when you're dealing  
14 with restaurants and business and economic development,  
15 competition is good for all businesses. I mean if you go right  
16 on Legacy Place you see TGI Friday's selling liquor right next  
17 door to Chili's. There's nothing that's going to stop one  
18 business from making another. But people sometime will go to  
19 one for one thing and at the drop of a dime sometime just change  
20 their mind and go the other direction. But if it weren't for  
21 the business next door it would be an opportunity for either one  
22 of the businesses. So it becomes a win/win. And I just hope  
23 that this Board if as we do look at expanding and giving others  
24 opportunities that we don't restrict liquor licenses or menus on  
25 one versus the other because competition once again is good for

1 business. And it puts all other businesses on notice about how  
2 you want to present yourself to Palm Beach County.

3 Any other questions from the Commission?

4 COMMISSIONER HUBBARD: Yes.

5 CHAIR DAVIS: Yes, ma'am. Miss -- Commissioner Hubbard.

6 COMMISSIONER HUBBARD: I want to -- I want to see how  
7 the -- okay. In calculating on 1.2 product and service  
8 description, under the fiscal impact of approved lease cash flow  
9 to the agency, the -- how would that affect --

10 CHAIR DAVIS: What page are you on?

11 COMMISSIONER HUBBARD: -- the bottom line of what, of what  
12 we -- 1.2 -- what we will get and how would we benefit from  
13 that? Because if you look at it, the -- if you look at it as it  
14 stands now, it's not -- it's almost, you know, kind of minimal  
15 as to what the City will be receiving as it is. But what I'm  
16 asking is, what's the economic impact and benefit to the City  
17 once the estimated price of the liquor that is expected to be  
18 sold will increase the bottom line for the City of Riviera  
19 Beach?

20 MR. SALLOUM: Thank you for your question.

21 And allow me just to clarify. You'd like a -- like a hard  
22 figure or estimated amount as to how much revenue the City will  
23 realize with the amendment going into effect as opposed to the  
24 without the amendment going into effect? Or are you trying to  
25 figure out --

1 COMMISSIONER HUBBARD: Well, without it going into effect  
2 it's very minimal here. And some of this was negotiated and  
3 previously. But I'm hoping to see an increase for the City of  
4 Riviera Beach.

5 MR. SALLOUM: Absolutely. And so are we.

6 And obviously with the addition of liquor sales it's going  
7 to boost our revenue. And with the boost of revenue -- and  
8 that's gross revenue; so whatever we sell -- I mean every single  
9 thing that -- that's not, you know, what we sell minus our  
10 expenses; that's total sales of the gross revenue, that six  
11 percent comes off to the City from our gross revenue. So  
12 obviously if we have, you know, one more sandwich, one more  
13 drink, one more option on the menu, whatever it might be, in  
14 this situation it would be liquor, you know, that's going to  
15 increase our revenue base and that's going to increase the money  
16 flowing into the City.

17 COMMISSIONER HUBBARD: Okay. So the City doesn't realize  
18 it's six percent until after the break point of the \$875,000, it  
19 says here?

20 MR. SALLOUM: That's correct.

21 COMMISSIONER HUBBARD: Until after?

22 MR. SALLOUM: That's correct. And that was a break even  
23 point that was negotiated with the parties. And the way we  
24 arrived at that was essentially, you know, how much is this  
25 endeavor going to cost to operate, what's it going to be to be

1 profitable. And then what do we expect with the additional foot  
2 traffic, with the addition of the greenery, all the work that's  
3 been done there with the addition of the companies coming in?  
4 Where do we put it at, you know, okay, once you start making  
5 this amount of money we're going to start taking this. And we  
6 went back and forth over that number for quite a while. But  
7 that's a fairly low number if you consider what we're expected  
8 to do.

9 So if there's a question of the City realizing anything  
10 above that, you know, we can go back with -- between all the  
11 communications. I know Mr. Haygood was a part of that. I know  
12 the CRA -- I mean we can show you the numbers. I can present  
13 you the business plan if you'd like.

14 COMMISSIONER HUBBARD: I have the business plan. And,  
15 truthfully, I -- I always thought that this was just a low  
16 amount that the City was receiving. What I'm saying now, if  
17 we're going to add the alcohol to it I think what we need to  
18 increase is the percentage amount that the, that the City gets.

19 And the reason I say that is because we already have to  
20 wait until almost a million dollars is made before we realize  
21 anything at all. And with the increase of the amount of money  
22 that we will realize from the liquor sales, I say this is -- and  
23 like you said, an opportunity for a win/win, where we can  
24 increase the six -- move the six percent up so the City can  
25 realize a fairer -- not a fairer but a larger amount.

1 CHAIR DAVIS: Commissioner Hubbard. Commissioner Hubbard.

2 COMMISSIONER HUBBARD: Yes, sir.

3 CHAIR DAVIS: And I share your sentiment. But here's the  
4 issue that we have. There's one component that you're leaving  
5 out. You remember the company CBRE that we, the Board, choose  
6 to no longer deal with the broker?

7 COMMISSIONER HUBBARD: Yes.

8 CHAIR DAVIS: She -- well, the problem here is they also  
9 have to re-splitting that fee with them; and that's what's  
10 causing the problem for us and the business owner.

11 COMMISSIONER HUBBARD: I don't think that a real estate  
12 development fee has anything to do with the --

13 CHAIR DAVIS: They're making a fee every year on the backs  
14 of us. This business. Not just the initial fee.

15 Mr. Evans, how long do they -- can you please tell us and  
16 explain to this Board and the people at home --

17 COMMISSIONER HUBBARD: Give me -- give me -- let me ask --

18 CHAIR DAVIS: -- what role the CBRE played -- because I  
19 need to know before I speak out of my mouth and what it is I'm  
20 talking about as far as the referencing -- how much money  
21 they're making and when did that kick in?

22 COMMISSIONER HUBBARD: One minute, Mr. Chair --

23 CHAIR DAVIS: Well, hold on, hold on.

24 COMMISSIONER HUBBARD: -- before he answer the question,  
25 let me finish stating the question so he can give me the answer

1 to what I was asking. Let me at least ask it.

2 When you give the answer, Mr. Evans, understand that I'm  
3 not saying that CBRE won't realize or get any money or not  
4 affecting the bottom line, I'm not saying that. This is what  
5 I'm asking you, and I'm just looking for an answer. Because  
6 CBRE will take a percentage of this deal, I don't agree that it  
7 should weigh in on the percentage -- not -- that -- now that  
8 we're adding the liquor to the table. That's all that I'm  
9 asking.

10 Now I know Mr. Davis evidently doesn't agree, he's shaking  
11 his head. But I'm just -- I'm merely asking a question. And I  
12 think it's important that we get questions answered.

13 CHAIR DAVIS: No, no, I --

14 COMMISSIONER HUBBARD: And I don't think it's wrong to --

15 CHAIR DAVIS: I'm not -- no, no problem --

16 COMMISSIONER HUBBARD: -- to answer.

17 CHAIR DAVIS: I got no problem with that. I just wanted  
18 to -- I was going to update you on the history on what  
19 transpired once this agreement, this conversation came up.

20 There were 21 restaurants said no to Riviera Beach Marina.  
21 21.

22 COMMISSIONER HUBBARD: That --

23 CHAIR DAVIS: So -- hold on. That's before you came on  
24 board. So I'm just updating you on what happened before we get  
25 to the question.

1           The question they had was they could not be sustainable for  
2 two reasons: One, we have no foot traffic. You cannot dictate  
3 the economic position for no restaurant until you can determine  
4 foot traffic. Now you're talking about parking. Now you're  
5 talking about experience. What are the things that we're going  
6 to do to draw people to our marina.

7           I'm just like you, our focus on the CRA is to create jobs  
8 and to spur private development. That's our -- that's, that's,  
9 that's our job.

10          The more money they make, the more money they can pay our  
11 employees, hopefully the employees from Riviera Beach, those  
12 people are making money, their families are coming out spending  
13 money. And that's the whole purpose of CRAs. And I want to  
14 make sure that we focus on why we all here --

15          COMMISSIONER HUBBARD: Let me --

16          CHAIR DAVIS: -- which is to spur --

17          COMMISSIONER HUBBARD: Excuse me.

18          CHAIR DAVIS: Wait. Hold on. Hold on. I allowed you to  
19 speak. I'm not going to go back and forth, with all due  
20 respect.

21          COMMISSIONER HUBBARD: No. Wait a minute. We're not going  
22 to go back and forth --

23          CHAIR DAVIS: Hold on. Hold on. Hold on. Hold on.

24          COMMISSIONER HUBBARD: -- but I'm going to say what I have  
25 to say. I'm going to ask the question. I have had it with us

1 not being able to even get questions out up here.

2 VICE-CHAIR MILLER-ANDERSON: Point of order, please.

3 THE CHAIR: Point of order is being recognized.

4 Now, the Chair had the floor and you asked the question and

5 I --

6 COMMISSIONER HUBBARD: I had the floor. You took it from  
7 me.

8 CHAIR DAVIS: No, no.

9 COMMISSIONER HUBBARD: That's why I interrupted you,  
10 because you didn't let me finish.

11 But you go ahead, sir.

12 CHAIR DAVIS: You know what, I'm going to allow Mr. Evans  
13 to go and answer the question because I'm not going to say any  
14 more. Go ahead, Mr. Evans.

15 INTERIM EXECUTIVE DIRECTOR EVANS: CBRE would not benefit  
16 further from a change to this lease related to the six percent.  
17 They did -- their compensation was based on a percentage of the  
18 lease rate that they paid over a certain number of years. So it  
19 was -- so the lease that we signed was for a certain number of  
20 years and then their compensation was directly related to that.

21 MR. SALLOUM: If we may. Commissioner Hubbard, we  
22 appreciate the questions. We appreciate the scrutiny. We  
23 want -- there's certainly everything to gain and nothing to lose  
24 by additional scrutiny in all of these. I mean what you want is  
25 for the best interests of this community to prevail. And that's



1 what we want as well.

2 And I say that to say this: You know, we sat down and  
3 negotiated this over the last, I want to say 18 months at this  
4 point. That six percent was not argued over but poured over,  
5 let's say, back and forth; that break point was poured over back  
6 and forth.

7 We sat down, we -- you know, if you've seen the business  
8 plan then you've seen the reports from our CPA firm that has  
9 done one thing after -- you've seen the foot traffic reports.  
10 It's very difficult to gauge. Given that, you know, we made  
11 what we felt, given what our intended expenses were going to be,  
12 what our fixed costs were going to be, what our projected sales  
13 were going to be, the best deal that we felt everybody could  
14 work with. At least initially.

15 Now, again, you know, down the road, you know, this lease  
16 is going to be obviously up for renewal and we can reevaluate.  
17 Once everything is in place, once we start putting in other  
18 businesses there, once the foot traffic is -- can be measured,  
19 once we can sit back and say, look, you know, we're bringing in  
20 an additional 20,000 people into that area, well, you know, now,  
21 you know, that deal we had in place before was working out great  
22 but you know what, we're doing a lot better in all these  
23 projections so let's come back to the table and figure this out.  
24 And we're open to do that. But at this point everything that  
25 we're talking about right now, all the negotiations, these

1 numbers at six percent, the alcohol sales, whatever it might be,  
2 have been just examined and negotiated; and they form the basis  
3 of the bargain now between us, the City and the CBRE.

4 COMMISSIONER HUBBARD: Mr. Chair.

5 CHAIR DAVIS: Yes, ma'am.

6 COMMISSIONER HUBBARD: The -- sir -- and I appreciate your  
7 comments, and I'm glad that you understand where I'm coming from  
8 because it is my duty and my responsibility to ask you the  
9 questions, because that's what I was elected for. And as the  
10 Chair said, our responsibility is for redevelopment and economic  
11 development. And I understand that foot traffic and the things  
12 that it takes to make a business viable. And I understand the  
13 deficiencies that the Riviera Beach and the Riviera Beach Marina  
14 present right now for a potential business. But you negotiated  
15 six percent of what we were looking at, which was the food and  
16 the sales from -- to 9:00 p.m. The only thing that birthed this  
17 question in my mind is the fact that once we start to add the  
18 alcohol of course we're going to that -- one, we will reach the  
19 break point quicker, which is, which is a fact, so you'll get  
20 closer to the \$875,000 quicker. And what I wanted to be  
21 considered was the fact that we will make more money quicker and  
22 it also would give us an opportunity to have a discussion about  
23 increasing our part from six percent to further, to seven  
24 percent or whatever. I'm just throwing that out there now.

25 So these are questions that should be asked. And I know

1 you guys negotiated it probably with Mr. Brown, back and forth,  
2 Mr. Evans, and Mr. Haygood. But as the Chair pointed out, when  
3 the conversation initially started I wasn't there, but I was  
4 here in the beginning before anything at all was done. So with  
5 there being an addition, a new addition and a -- and, you know,  
6 an amendment to the contract, I think it's fair ground to have a  
7 conversation about it. So that's where my questions was. And I  
8 want to be real clear that it wasn't to have anything -- to kill  
9 the project or anything of that. But I'm supposed to ask those  
10 questions.

11 MR. SALLOUM: Yes. And, again, we appreciate the scrutiny,  
12 we appreciate the questions because, you know, we want the same  
13 thing you want, what's best for the community. In order for us  
14 to thrive, you know, we need your help and in order for the City  
15 to thrive you're going to need the help of small businesses such  
16 as Rafiki Tiki.

17 However, as of right now that base price was negotiated  
18 with a beer and wine sales in mind. So the addition of the  
19 actual liquor sales may be incremental at best. We just don't  
20 know.

21 So when we go back and we're having this discussion of,  
22 well, the City has given you more consideration and more  
23 incentive and a bigger benefit, you know, then we want to think  
24 about maybe a better deal for the City, well for the most part  
25 we've already had the right to sell beer and wine built in. So

1 as far as what that difference is between what the sales would  
2 be with beer and wine and then with liquor on top of that, we  
3 just don't know.

4 However, it couldn't -- one, we didn't foresee it because,  
5 again, we had discussed, you know, the obstacles with, you know,  
6 getting the bigger restaurant and the concerns involved there.  
7 However, at this point it's tough to tell.

8 So I understand, you know, you want to fight and do what's  
9 best for the City and do what's best for everybody -- and we do  
10 really appreciate that. We appreciate, you know, the questions  
11 and looking into it.

12 We just don't have those answers. So if you're looking  
13 for, let's say, oh, well, you know, we agree to seven percent or  
14 eight percent, well right now, you know, all of our numbers, all  
15 of our negotiations were based and built on six percent. All  
16 the money we invested, all the arrangements being made, were  
17 based on that six percent being built in.

18 COMMISSIONER HUBBARD: And none of it was based on the  
19 alcohol sales? Just the beer and wine.

20 MR. SALLOUM: Well, that's -- that is -- I mean it's  
21 alcohol sales, it's not the liquor sales, correct.

22 COMMISSIONER HUBBARD: Okay. So everything that you're  
23 talking about with the beer and wine and everything, the  
24 construction and the investment, were all based on the six  
25 percent. And, again, as I tried to point out, we're talking

1 about something totally different with the alcohol. So that's  
2 where I thought the additional discussion would ensue.

3 MR. SALLOUM: Yes, ma'am. And as far as, you know, a  
4 completely different animal, we don't see it that way; we see it  
5 as an addition to an area of what we're going to offer, you  
6 know, as opposed to just beer and wine or just soda, whatever it  
7 might be. It's drinks, it is going to add revenue, hopefully,  
8 for us and for everybody. That's the goal here. We just don't  
9 know how much that's going to be. And we -- and certainly at  
10 this point, with all the money we've invested, I mean going back  
11 to the negotiating table to negotiate the terms of this would  
12 be, let's just say detrimental at best, especially if we're  
13 hoping to open by the end of January and, you know, have that,  
14 you know, moving before the season ends.

15 COMMISSIONER HUBBARD: As you pointed out, this was  
16 negotiated based on your investments and the terms --

17 MR. SALLOUM: Ongoing negotiations for the last --

18 COMMISSIONER HUBBARD: -- all based on the alcohol and the  
19 beer and...

20 MR. SALLOUM: Well, we had discussed liquor sales  
21 throughout the entire process. Now there was -- it was  
22 prevented first from all the concerns with the big restaurant.  
23 But we discussed the liquor sales and permission of liquor sales  
24 from the inception of the project. I mean that was on the table  
25 and discussed the entire time.

1 COMMISSIONER HUBBARD: Okay. Thank you.

2 MR. SALLOUM: And, you know, obviously with the eventual  
3 intent of getting the liquor sales and, you know, competing with  
4 every other business out there.

5 COMMISSIONER HUBBARD: Got you. Thank you, sir.

6 MR. SALLOUM: Thank you for your time. Thank you for your  
7 questions.

8 CHAIR DAVIS: Excuse me. What's your name again?

9 MR. SALLOUM: Roland Salloum.

10 CHAIR DAVIS: Salloum. Mr. Salloum, how much money have  
11 you all invested in construction so far?

12 MR. SALLOUM: 95? Roughly \$95,000 so far. Now we have --  
13 I mean we're not done yet. As you can see if you've been down  
14 there, you can see that there's still much more work to do. We  
15 just got some change orders in from the plumbers, from the  
16 kitchen hood, that are going to need additional expenses. I  
17 mean it's 95 today. It's certainly going to be at least  
18 another, what, another 80? We'll split the -- yeah, so  
19 another -- yeah, so another four hundred. All together, I mean  
20 between what the City is giving us -- and we're looking at  
21 another, you know, \$80,000 that we're going to be investing in  
22 it. I mean ourselves. Besides the peripheral stuff. Once we  
23 get up and moving.

24 CHAIR DAVIS: So a total of \$400,000?

25 MR. SALLOUM: It's going to be a total of four hundred,

1     yeah, \$400,000 project, yeah.

2           CHAIR DAVIS: Commissioner Davis Johnson, do you have any  
3     questions?

4           Anyone else on the Board?

5           Madam Clerk.

6     (Regular Business, Item 6. Motion passed unanimously.)

7           MR. SALLOUM: Thank you.

8           CHAIR DAVIS: Thank you.

9           All right. Item number 7.

10          THE CLERK: Discussion item. Inner City Youth Golfers,  
11     Inc., request to amend the purchase and sale agreement contract  
12     for property located on 13th Street, west of Avenue E.

13          CHAIR DAVIS: Do we have a motion?

14          COMMISSIONER PARDO: So moved.

15          THE CLERK: I'm sorry. It's a discussion item, Chair.

16          CHAIR DAVIS: Let me go to -- Ms. Larson, you want to wait  
17     until we go through a presentation?

18          MS. LARSON: Yes.

19          CHAIR DAVIS: Okay.

20          INTERIM EXECUTIVE DIRECTOR EVANS: The Inner City Youth  
21     Golfers non-profit organization is requesting to modify their  
22     approved sales agreement. They would like to close on the  
23     property now and continue to raise funds until they complete  
24     construction.

25          On the screen above is a diagram of their approved plan.

1 Part of the condition that they had to move forward with the  
2 sale of the property was they obtain a site plan approval from  
3 the City Council for the project, which they did. And the last  
4 remaining condition that they needed to meet was that they  
5 needed to raise the construction funds to build the project in  
6 order to close.

7 So they have submitted a request that would allow the  
8 property to close on the project now. And they -- they are  
9 saying that their fund raising activities have been limited  
10 because they do not control the property, they don't have  
11 ownership. So they're requesting to modify the contract to  
12 close now.

13 However, we would also modify -- we would incorporate a  
14 deed restriction. And the deed restriction, if the Board  
15 decided to move forward with it, would suggest that the property  
16 could only be developed exclusively for the planned youth  
17 center; and that if the construction does not begin in five  
18 years that the property would be returned to the CRA for the  
19 original purchase price.

20 So this -- I would propose that this would be instead -- if  
21 we did allow them to close, if that enhanced their fund raising,  
22 we would still include that condition so that if it doesn't get  
23 built we would still get the property back.

24 CHAIR DAVIS: Okay. Any question by anyone from the  
25 Commission?



1 COMMISSIONER PARDO: Yeah, I have a question.

2 CHAIR DAVIS: Go ahead.

3 COMMISSIONER PARDO: Scott, are they still paying the  
4 \$2,562 a year for maintenance of the property?

5 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. They have paid the  
6 first two years worth. So they've contributed over 5,000. And  
7 they do owe us for the third year, which we are now in, for  
8 continuing maintenance.

9 COMMISSIONER PARDO: When was the third year due?

10 INTERIM EXECUTIVE DIRECTOR EVANS: I believe it was  
11 due when they last amended it, so in August. So it's still --  
12 they do owe it to us now.

13 COMMISSIONER PARDO: So was it due in August or is there a  
14 specific date that the funds are due?

15 Does anyone know that?

16 Mr. Haygood?

17 MR. HAYGOOD: I do not.

18 COMMISSIONER PARDO: I wasn't able to find it in the  
19 contract.

20 CHAIR DAVIS: Are they here?

21 INTERIM EXECUTIVE DIRECTOR EVANS: Mr. Knowles was unable  
22 to make it this evening.

23 However, there is a specific date that it's due by.

24 COMMISSIONER PARDO: Okay. And what is that date?

25 INTERIM EXECUTIVE DIRECTOR EVANS: Just looking to get it

1 exactly.

2 COMMISSIONER PARDO: You still don't know?

3 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah.

4 COMMISSIONER PARDO: Can we put this off until the next  
5 meeting?

6 COMMISSIONER HUBBARD: It's a discussion item.

7 COMMISSIONER PARDO: Oh, it's a discussion.

8 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, it's just for  
9 discussion.

10 COMMISSIONER PARDO: Okay. Fine. So, you know, the next  
11 time it comes back can we have that information, please?

12 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

13 CHAIR DAVIS: And make sure -- please invite Mr. Knowles to  
14 the meeting so we can hear from him, how his progress is going  
15 with this project.

16 Commissioner Davis Johnson, do you have any questions?

17 COMMISSIONER DAVIS JOHNSON: Can you hear me?

18 CHAIR DAVIS: Yes, we can hear you just fine.

19 COMMISSIONER DAVIS JOHNSON: Is there discussion about  
20 having them come to make a presentation to us at the next  
21 meeting? Is that what I heard?

22 CHAIR DAVIS: Yes, ma'am.

23 COMMISSIONER DAVIS JOHNSON: I support that.

24 CHAIR DAVIS: All right.

25 VICE-CHAIR MILLER-ANDERSON: Wait a minute. Chair.

1 We're asking who to come back and make a presentation?

2 Mr. Knowles?

3 CHAIR DAVIS: Mr. Knowles, yes. The Golfers -- what are  
4 they called?

5 INTERIM EXECUTIVE DIRECTOR EVANS: Inner City Youth  
6 Golfers.

7 CHAIR DAVIS: Inner City Youth Golfers.

8 All right. Any other questions before we move to item  
9 number 8?

10 No. Ms. Larson.

11 MS. LARSON: I'll pass.

12 CHAIR DAVIS: Ms. Larson, you'll pass?

13 MS. LARSON: Mmhmm.

14 CHAIR DAVIS: Okay. Thank you.

15 Not that I'm happy you're passing but thank you.

16 All right. So we'll go to item number 8.

17 THE CLERK: Discussion of the Riviera Beach CDE and the  
18 Riviera Beach LLC, and recommendation for appointment of special  
19 RBCRA manager of the Event Center LLC.

20 CHAIR DAVIS: This is discussion.

21 MR. HAYGOOD: Well, there's some action we need you to take  
22 or we are requesting you to take.

23 CHAIR DAVIS: Okay.

24 MR. HAYGOOD: As I explained in my memo, this first issue  
25 involves the position on the CDE Board.

1           Mr. Brown as an employee of the CRA was a member of the CDE  
2 Board. Upon his termination he longer was qualified or no  
3 longer fit the criteria under the Articles of Incorporation to  
4 serve as a City/CRA employee.

5           At the CDE meeting back in August a motion was made to  
6 appoint Mr. Brown as a non-CRA/City employee member of the  
7 Board, conditioned upon the CRA Board agreeing to the  
8 appointment.

9           The item was discussed at the next CRA meeting, which was I  
10 think on August 28th, but no formal vote was taken. We thought  
11 there was a consensus made of the Board during the discussion.  
12 But to avoid any question about the Board's intent we are  
13 requesting you to take a formal vote on whether you will agree  
14 to Mr. Brown serving as a non-CRA/City employee of the Board.

15           The motion as I stated -- and we sent you copies of the  
16 minutes. The motion as I stated was made and passed by the  
17 Board, by the CDE Board, and we're just requesting you to take a  
18 vote on that appointment.

19           The -- I don't know if you want to take these one at a  
20 time.

21           CHAIR DAVIS: Go ahead.

22           MR. HAYGOOD: Okay. Then the second item has to do with  
23 the appointment of a -- under the Articles of Organization --  
24 I'm sorry -- operation agreement, the CRA has the right to  
25 appoint a special Riviera Beach CRA manager of the LLC.

1 CHAIR DAVIS: And who does that? Is that a board or is  
2 that --

3 MR. HAYGOOD: This is your appointment.

4 The other appointment is based upon the motion made at the  
5 CDE Board meeting was to request whether or not you would  
6 approve him as continuing to serve as the CDE Board.

7 CHAIR DAVIS: Do you have any questions?

8 VICE-CHAIR MILLER-ANDERSON: Yes, I do.

9 CHAIR DAVIS: Vice-Chair.

10 VICE-CHAIR MILLER-ANDERSON: I actually thought this item  
11 was going to be pulled based on Mr. Brown saying he was removing  
12 his name, he no longer wanted to participate. Is that not  
13 accurate from the e-mail, Mr. Haygood?

14 MR. HAYGOOD: No, that's not -- the last e-mail I got, I  
15 did not see that; it said, as I've read it, that he wanted it --  
16 it would be pulled if the CDE Board in fact still wanted to take  
17 the position that they wanted your comments as far as  
18 appointment.

19 VICE-CHAIR MILLER-ANDERSON: In the last part of his e-mail  
20 he says, "Please do not offer my name to the CRA Board for a  
21 vote on the concurrence of an appointment to the CDE Board."

22 CHAIR DAVIS: And -- can I --

23 MR. HAYGOOD: Yeah, I think it was a little further than  
24 that. His position is that subsequent to the CDE Board member  
25 he sent an e-mail saying that he's basically reversing his

1 position and that one of the Board members had agreed with him  
2 and the other -- nobody else objected. And I don't think that's  
3 consistent with the CDE Board's motion.

4 CHAIR DAVIS: Correct. I was there.

5 COMMISSIONER HUBBARD: Mr. Chair.

6 CHAIR DAVIS: Are you finished, before we go to Hubbard?

7 Can I -- can I explain what happened? I was there.

8 VICE-CHAIR MILLER-ANDERSON: I'm just going by what these  
9 e-mails went by -- went -- that went back and forth between you  
10 all today, where he said he wanted to remove his name. And then  
11 I also understand that he texted me and said that he wanted to  
12 move on from the City. So I understood that to say that he was  
13 done and didn't even care to go through this process. I mean I  
14 had not responded back to him yet. But I mean --

15 MR. HAYGOOD: I don't know about your text.

16 VICE-CHAIR MILLER-ANDERSON: Well, even with the e-mail,  
17 they both are pretty much saying the same thing. He just  
18 basically said what the e-mail said in the text. So it's no  
19 different from the e-mail. Other than to say he wants to move  
20 on. So I understood that to mean that he -- we didn't even need  
21 to go through this.

22 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

23 CHAIR DAVIS: Commissioner Hubbard. Then we go to Davis  
24 Johnson. She was waving her hand.

25 COMMISSIONER HUBBARD: Based on the litany of e-mails that

1 were going back and forth, what I got out of what he was saying  
2 was that if the CDE Board felt like they had to get approval  
3 from this Board then he wanted his name taken out. Because in  
4 actuality he is saying that we don't have the right to tell the  
5 CDE Board what to do, and we can't even weigh in on whether or  
6 not he gets to be the acting, the manager of that.

7 Also what I got from it was that the CDE Board stated what  
8 they wanted to do was accept him only if we approved. And by us  
9 not approving, then he cannot be the CDE manager; and we have  
10 the wherewithal and the right to appoint someone to be the  
11 overseer because we know we have to do that because of the tax  
12 credit requirement. So that's what I got out of the fact that  
13 when he said he didn't want to be involved. He don't want to be  
14 involved if we have to give our blessing or our approval. But  
15 if the CDE stand up and say, hey, Board, we don't need your  
16 approval, we want Mr. Brown to be the manager, then he's good;  
17 but if they are going to come to us and ask us for our approval  
18 before they accept him he's saying pull my name out of the hat.

19 VICE-CHAIR MILLER-ANDERSON: Okay. So, Mr. Haygood, what  
20 did the CDE Board say they wanted to have done?

21 MR. HAYGOOD: The motion was that -- the motion that was  
22 passed was that they would appoint him if the CRA Board did not  
23 object to his appointment as a board member. Now there's a  
24 separate issue -- that's a board member, it's not -- that's a  
25 separate issue when we started talking about the manager.

1 VICE-CHAIR MILLER-ANDERSON: Okay. So did you agree with  
2 what Ms. Hubbard just stated as the summation of this e-mail  
3 between you all going back and forth?

4 MR. HAYGOOD: Well, I did not read the e-mail. And the  
5 last one I think I saw was --

6 VICE-CHAIR MILLER-ANDERSON: You responded to the e-mail.

7 MR. HAYGOOD: Okay. Then based on those e-mails I did not  
8 understand him to say he was withdrawing his name. In fact, I  
9 thought he asked it to be delayed --

10 VICE-CHAIR MILLER-ANDERSON: He says it in the last  
11 paragraph. That's what it says.

12 CHAIR DAVIS: No. He kept sending e-mails. You got to  
13 keep watching him.

14 VICE-CHAIR MILLER-ANDERSON: Well --

15 CHAIR DAVIS: He kept on --

16 VICE-CHAIR MILLER-ANDERSON: But I'm just saying -- I'm  
17 just -- I'm just trying to say if he is saying that if the CDE  
18 Board has to come to us to get approval before they let him go  
19 on the board, and if he's feeling -- if he's saying that he  
20 feels that if that is the necessary route to take then he will  
21 remove his name, well, that's what they're saying they want  
22 done, right?

23 COMMISSIONER HUBBARD: Exactly.

24 MR. HAYGOOD: Right. But there was some more to the  
25 e-mails. I just think that it's better that you go ahead and



1 vote one way or the other and --

2 VICE-CHAIR MILLER-ANDERSON: No. If he is saying that if  
3 the CDE Board needs to come to us for approval he no longer  
4 wants to be considered -- and that is what is -- that's what  
5 they're asking for. Because if they didn't ask for that we  
6 wouldn't even be talking about this probably right now.

7 CHAIR DAVIS: What did it say, considered for what? For  
8 which board position? Because there's a couple positions --

9 MR. HAYGOOD: No, no, no. This is a non-member --

10 VICE-CHAIR MILLER-ANDERSON: The CDE Board, and -- I will  
11 remove my name from nomination -- okay. I do not wish my name  
12 to be submitted to the CRA Board, and believe your action is  
13 unnecessary and contrary to the bylaws of the CDE. If the  
14 current members of the CDE Board insist on the concurrence of  
15 the CRA Board to my appointment, which is not a required action  
16 in the bylaws, I will remove my name from nomination. Please do  
17 not offer my name to the CRA Board for a vote on the concurrence  
18 of an appointment to the CDE Board.

19 MR. HAYGOOD: Yeah, but again he said that -- and if you  
20 keep reading it it says I communicated to you --

21 VICE-CHAIR MILLER-ANDERSON: He said he said that before in  
22 October and again now.

23 MR. HAYGOOD: Right. And his point back in October was  
24 that Mr. Howard had changed his mind and that no one else had  
25 objected to it. So that his position was that that vote was no

1 longer valid or --

2 CHAIR DAVIS: Yep.

3 MR. HAYGOOD: -- that there was some other action. I think  
4 he said well let's wait and take it off the agenda --

5 CHAIR DAVIS: Mmhm.

6 MR. HAYGOOD: -- and wait until the CDE Board meets, so  
7 they can clarify.

8 COMMISSIONER HUBBARD: But that's his position, right --

9 MR. HAYGOOD: Yeah.

10 COMMISSIONER HUBBARD: -- Mr. Chair? But it's not our  
11 position. He doesn't get to make that decision while we're  
12 talking about what people don't get to do. He doesn't get to  
13 make that decision. That's our decision.

14 MR. HAYGOOD: Well, it's -- okay --

15 CHAIR DAVIS: Let, let, let me state, let's stay focused  
16 here because everybody is right where they need to be. What we  
17 don't see is the CDE Board asking to take him off the agenda.  
18 The CDE Board gave us -- asking us to take action. He sent his  
19 e-mail to this Board, not the CDE. They're asking for us to  
20 send him something. So we responded to their request to the CDE  
21 Board. We shouldn't be responding to Mr. Brown because he want  
22 to ask us to do something that the CDE Board already made a  
23 request.

24 Now if the CDE Board members said, hey, don't do it, then  
25 I'm with it. But they said we need this, because we can't go

1 back and forth with him changing his mind. Because he was  
2 saying one thing today and then the next day it becomes  
3 something else.

4 COMMISSIONER HUBBARD: And regardless of how he changes his  
5 mind, it really doesn't matter. What we need to do is take a  
6 stand here tonight and make a motion, vote on it, and make sure  
7 that he is not the acting manager of that. Then as we move on  
8 to the next part appoint someone so that we can be in compliance  
9 with the tax credit authority.

10 MR. HAYGOOD: Okay. Let me make sure that -- again, let me  
11 clarify. Okay? We're talking about two separate things. One  
12 is a membership --

13 VICE-CHAIR MILLER-ANDERSON: I'm talking about the Board.  
14 That's the only thing I'm talking about.

15 MR. HAYGOOD: Yes. And -- I want to clarify that under the  
16 bylaws and as an independent board they have the right to  
17 appoint the person. They said though -- and it was a long  
18 discussion. I don't know if you read the minutes. It was a  
19 long discussion about whether there was going to be a  
20 relationship between the CRA and the Board going forward. And  
21 in fact Mr. Brown actually made an amendment to it and said if  
22 in fact the Board doesn't want him to be a member, then if you  
23 all oppose it then he would not accept the appointment.

24 COMMISSIONER HUBBARD: Well, that -- Mr. Chair.

25 CHAIR DAVIS: Yes, ma'am.

1           COMMISSIONER HUBBARD: That's all, that's all well and  
2 good. I think, you know, based on the comments up here thus far  
3 we're all real, real, real clear as to what's happening. The  
4 CDE Board has asked us to make a motion to confirm or to deny  
5 their position on making him the manager. If we, if we take  
6 a -- if we take a vote that's -- and we say no, we don't want --  
7 we will not confirm their appointment of him to the Board, he is  
8 no longer there. So we don't have to go back and forth. We do  
9 this, we send a letter to the CDE Board to let them know that  
10 under any -- under no circumstances is he the manager partner of  
11 that organization.

12           And I mean to keep -- we can keep repeating it and make it  
13 as clear as mud if we want to, but the bottom line is we should  
14 not have a person that we terminated acting in any capacity with  
15 the CRA. And I don't think that it's going to take an act of  
16 Congress for us to make that motion and take that vote.

17           COMMISSIONER PARDO: I believe Councilwoman --

18           CHAIR DAVIS: She hasn't said anything yet.

19           COMMISSIONER PARDO: Right. Didn't she ask --

20           CHAIR DAVIS: No.

21           COMMISSIONER PARDO: -- to speak?

22           CHAIR DAVIS: Did you -- Davis Johnson, did you make a  
23 request?

24           COMMISSIONER DAVIS JOHNSON: I did. And you told me to  
25 hold off, but you all continued your conversation.

1 CHAIR DAVIS: Okay. You have the floor.

2 COMMISSIONER DAVIS JOHNSON: I understood it the same way  
3 in which Commissioner Miller-Anderson read it, he no longer  
4 wishes to be considered. So what is it that needs to happen at  
5 this particular moment? Because he simply says, I don't want to  
6 be considered. So if he doesn't want to be considered we know  
7 that we need to remove him and replace him.

8 CHAIR DAVIS: Well, Commissioner, Commissioner Davis  
9 Johnson, now the Board, because I -- the Board, the CDE -- the  
10 CDC Board, is that what it is?

11 COMMISSIONER DAVIS JOHNSON: The CDE.

12 CHAIR DAVIS: The CDE Board, regardless of what Mr. Brown  
13 has told us, they want to be comfortable by us taking action,  
14 and they sent that request. Because in that meeting he was  
15 going back and forth on what he wanted. Just like he's doing in  
16 these e-mails.

17 This e-mail did not come from the Board, it came from him.

18 They're saying regardless of what he's telling us today  
19 they want something hard, substantial to come to them from this  
20 Board so they know moving forward; so if he comes back and  
21 change his mind, they got something they can stick to.

22 Because this has been going on for months now, back and  
23 forth, back and forth, regardless of the e-mail that happened  
24 today, at the last minute that I received today, this item has  
25 been on the agenda for a week. And he waited until today to

1 submit this to cause confusion in this meeting, what's going on  
2 today.

3 Now we're moving forward as a city and telling folks how to  
4 vote, he's no longer here. The Board asked us to do something  
5 for them so they can govern accordingly.

6 Mr. Howard -- is that his name?

7 MR. HAYGOOD: Mhmm.

8 CHAIR DAVIS: Mr. Howard said he would not move forward  
9 unless the Board take action. So that's all we're doing today  
10 in response to the Board. Not to Mr. Brown. He do not run this  
11 show anymore.

12 COMMISSIONER HUBBARD: Mr. Chair.

13 CHAIR DAVIS: Yes, ma'am.

14 COMMISSIONER HUBBARD: I'd like to make a motion that we do  
15 not confirm Mr. Brown's appointment as the non-member manager  
16 for the CDE.

17 MS. BROWN: I have a card.

18 COMMISSIONER HUBBARD: I'm sorry, Madam.

19 Go ahead, Mr. Chair.

20 CHAIR DAVIS: I will receive the motion and then go to the  
21 public and we'll come back.

22 COMMISSIONER HUBBARD: Okay.

23 CHAIR DAVIS: Okay. Miss Bessie Brown.

24 COMMISSIONER HUBBARD: I didn't see you standing there.  
25 I'm sorry.

1 MS. BROWN: Good evening. Bessie Brown.

2 According -- if you all -- if you want to be about  
3 protocol, the actual item on here is saying to -- your  
4 recommendation for appointment of a special RBCRA manager of the  
5 Event Center LLC, there's nothing in this agenda that says about  
6 Mr. Brown and what you all are talking about, that's not even an  
7 item. So if you're planning to make a recommendation, you're  
8 making a recommendation on something that's not even on your  
9 agenda. I don't care how many e-mails you have, this is -- that  
10 item is not an item for you to take care of tonight.

11 And the only, and the only other thing is that I'm not sure  
12 if you all were given a copy of the Board's roster, who are on  
13 the Board, but I have a copy here -- we have a copy of the CDC  
14 Board and we have a copy of the Event Center on August 12th,  
15 2016, says Tony Brown, non-member manager, and other than -- and  
16 Scott Evans, John Howard, Natalie Moore, and Zar Yassine.

17 And then we have on August 12th again where it says Tony  
18 Brown no longer on the Board. You all need to have information  
19 to look at that comes from the CRA, because this is where this  
20 information came from. And actually that -- and actually what  
21 you're about to make a motion on is not even on the agenda, to  
22 even discuss.

23 CHAIR DAVIS: Thank you, Ms. Brown.

24 COMMISSIONER HUBBARD: Mr. Chair.

25 CHAIR DAVIS: Before we go, I want to make sure the record

1 is clear. Mr. Haygood, would you please explain what the agenda  
2 item says and how it all combines?

3 MR. HAYGOOD: I didn't prepare the agenda. My memo --

4 CHAIR DAVIS: Yeah.

5 MR. HAYGOOD: I don't know who prepared the agenda but my  
6 memo says there are two items that we're requesting you to take  
7 on this item. One is to either oppose or agree to the  
8 appointment of Mr. Brown to the CDE Board.

9 CHAIR DAVIS: Mhmm.

10 MR. HAYGOOD: And the second item is one that she talked  
11 about you appointing a special RBCRA member.

12 CHAIR DAVIS: Correct.

13 COMMISSIONER HUBBARD: Okay. So, Miss Brown, they both are  
14 on there.

15 MS. BROWN: They are?

16 COMMISSIONER HUBBARD: Yeah.

17 CHAIR DAVIS: Commissioner Hubbard.

18 COMMISSIONER HUBBARD: Okay. I move that we oppose the  
19 CDE's appointment of Mr. Tony Brown as the non-member manager to  
20 the CDE Board.

21 MR. HAYGOOD: As a member of the CDE Board.

22 COMMISSIONER HUBBARD: As a member of the CDE Board.

23 I don't -- let me rephrase that, Mr. Haygood, because I  
24 don't want to go back and come back and be here where we are  
25 today because, one, you know, we didn't get a -- we -- in August



1 we didn't get a consensus, there wasn't any clarity.

2 But let, let, let me say this: We -- I oppose the CDE  
3 appointment of Mr. Tony Brown as a member or a non-member part  
4 of the CDE.

5 Can I get a second?

6 CHAIR DAVIS: Do we have a second. We have a motion. Do  
7 we have a second?

8 VICE-CHAIR MILLER-ANDERSON: I, I, I have a second for a  
9 question.

10 CHAIR DAVIS: Okay. Question, Vice-Chair.

11 VICE-CHAIR MILLER-ANDERSON: Why -- again, I know I stepped  
12 out very briefly, but why are we having to make a motion on  
13 something that should be a moot point? I mean why?

14 CHAIR DAVIS: Here's, here's --

15 VICE-CHAIR MILLER-ANDERSON: No. I want Mr. Haygood to  
16 tell me why are we having to make a motion for this when --

17 MR. HAYGOOD: I -- I'll read the e-mail and my  
18 understanding of the e-mail. That's all I can tell you.

19 VICE-CHAIR MILLER-ANDERSON: And -- but let me say this  
20 too, I thought I recall -- and remember what I said about my  
21 memory, but I thought I recall Mr. Evans saying once before, we  
22 had -- we kind of had a similar discussion; and Mr. Evans said  
23 if the Board directs me to -- you can have him removed or  
24 something. This was -- was that the same conversation you had?

25 MR. HAYGOOD: That was the meeting back in August at which

1 we never got a formal vote.

2 CHAIR DAVIS: You said bring it back.

3 MR. HAYGOOD: Right. Well, you didn't say bring it back  
4 but --

5 VICE-CHAIR MILLER-ANDERSON: We didn't say bring it back.  
6 We -- he said you can direct me to do it and I can do it.

7 MR. HAYGOOD: So --

8 VICE-CHAIR MILLER-ANDERSON: So why didn't Mr. Evans --  
9 Mr. Evans didn't do it?

10 MR. HAYGOOD: Okay. So we got a -- that was the action you  
11 all took. And we thought it was a consensus.

12 Mr. Brown sent us an e-mail --

13 VICE-CHAIR MILLER-ANDERSON: I'm not -- I'm not talking  
14 about what Mr. Brown did.

15 Did that count that night? Why are we still talking about  
16 this if we told Mr. Evans, we gave him -- and if it was three  
17 that said yes, then that's a consensus I'm thinking, because  
18 that's how it goes any other time.

19 CHAIR DAVIS: Mr. Haygood. With all due respect to  
20 response to what Vice-Chair Miller-Anderson is requesting.  
21 Based upon the way the board is structured, they do not listen  
22 to Mr. Evans. He does not have the authority as one individual  
23 to tell them what -- he can make a recommendation to that board.  
24 It's independent. That's why the Board said, we -- before we  
25 step on anybody's toes we want to hear from us. Because we

1 don't have to listen to Mr. Evans.

2 VICE-CHAIR MILLER-ANDERSON: But did -- okay. But why --  
3 okay. So why, Mr. Evans, did you share as who -- whatever you  
4 represented at that point, why did you say if the Board directs  
5 me to do it then I can do it? Tell me what was that about.

6 INTERIM EXECUTIVE DIRECTOR EVANS: Right. So at our last  
7 meeting, if the Board gave me consensus, then that was the  
8 result, that would in fact mean that Mr. Brown was not a CDE  
9 Board member. Because the vote said --

10 VICE-CHAIR MILLER-ANDERSON: The vote or -- because we --  
11 if we did take a vote --

12 CHAIR DAVIS: It wasn't a vote.

13 VICE-CHAIR MILLER-ANDERSON: Did you tell us we needed to  
14 take a vote that night?

15 MR. HAYGOOD: We did not.

16 INTERIM EXECUTIVE DIRECTOR EVANS: We did not.

17 CHAIR DAVIS: We didn't take a vote. It was asked to come  
18 back.

19 INTERIM EXECUTIVE DIRECTOR EVANS: So that, that point was  
20 challenged.

21 VICE-CHAIR MILLER-ANDERSON: My question is, why wasn't  
22 that discussed then to say well we can't take a consensus, we  
23 need to vote on it tonight.

24 MR. HAYGOOD: Because in the motion it said either informal  
25 or formal. That was the original motion.

1           Later Mr. Brown said, well, there was no vote taken. So --  
2 we call it belt and suspenders, to make sure there's no  
3 question, we are asking you to take a formal vote to tell them  
4 of your position one way or the other as far as Mr. Brown being  
5 a member of the CDE Board.

6           VICE-CHAIR MILLER-ANDERSON: I understand your explanation  
7 on that part, as to why you're telling us to do it, so that it  
8 is clear as crystal clearness can be.

9           MR. HAYGOOD: Of what your position is.

10          VICE-CHAIR MILLER-ANDERSON: However --

11          MR. HAYGOOD: Yes, ma'am.

12          VICE-CHAIR MILLER-ANDERSON: -- if the CDE has the power to  
13 do it themselves, why is it they are afraid to do what they need  
14 to do as a board and then go on to bring it to us so that it  
15 could say, well, we didn't say it, they said it? So what, what,  
16 what's the deal with that?

17          MR. HAYGOOD: Well, if you --

18          VICE-CHAIR MILLER-ANDERSON: Let me say --

19          MR. HAYGOOD: As I read the minutes and as the discussion  
20 went at the CDE Board, the Board realized I think that they  
21 had -- it was their authority to appoint a member of the CDE  
22 Board, it's not up to the CRA. But in consideration of the  
23 original purpose of the CDE, in consideration of the  
24 relationship as explained by the Board members, the relationship  
25 between the CDE and this city, they wanted to know your position

1 on whether or not you wanted him to serve as a member.

2 VICE-CHAIR MILLER-ANDERSON: It doesn't matter if we --  
3 they're the ones that are supposed to be governing the Board.  
4 Why do they need -- I, I mean I don't have a care about voting  
5 on this. But my point is don't try to make this an issue of  
6 voting when it doesn't have to be, it doesn't have to be there.

7 And then second, he said in writing he wanted to remove his  
8 name. I'm still stuck on that. He said he did not -- he said  
9 he was going to move on from the City, he will take his name  
10 from nomination. That's what I understood this to say.

11 So with that being said, why are we even still sitting here  
12 talking about this?

13 MR. HAYGOOD: Okay. Let me read the e-mail.

14 MR. ALTEN: Come on, he's laughing at you all.

15 MR. HAYGOOD: The second action is confusing. You were  
16 asked on the CRA Board to vote on the offer extended to me by  
17 the CDE Board to serve as the director of the CDE Board.

18 In an e-mail dated October 28th, 2016, I asked the CDE  
19 Board members to alter their requirement for the CRA's Board's  
20 concurrence. As you know, Mr. Howard rescinded this requirement  
21 and no one else objected. The concurrence and nomination of any  
22 member to the CR -- CDE Board is not a right that the CRA Board  
23 has privy. I do not wish my name to be submitted to the CRA  
24 Board and believe your action is unnecessary and contrary to the  
25 bylaws of the CDE.

1           If the current members of the CDE Board insist on the  
2       concurrence of the CRA Board to my appointment -- which is not a  
3       required action in the bylaws, I will remove my name from  
4       nomination.

5           I believe the appropriate action is to return this matter  
6       to the CDE Board and not an outdated action that has since been  
7       altered.

8           Please do not offer my name to the CRA Board for a vote on  
9       concurrence and appointment to the CDE Board. I communicated  
10      this to you in October and again now. I respectfully ask that  
11      this item be tabled or removed from the CRA Board agenda and be  
12      returned to the Board of the CDE Board for clarity of action.

13          CHAIR DAVIS: Now --

14          COMMISSIONER HUBBARD: There you go.

15          CHAIR DAVIS: -- so -- thank you.

16          MR. HAYGOOD: So I don't think --

17          CHAIR DAVIS: It still go back and he gonna make a  
18      decision --

19          COMMISSIONER HUBBARD: He wants it to go back to the CDE  
20      Board and come back.

21          He clearly stated that he believes it needs --

22          VICE-CHAIR MILLER-ANDERSON: You have a microphone.

23          CHAIR DAVIS: Microphone.

24          COMMISSIONER HUBBARD: He clearly stated that he believes  
25      that this needs to go back to the CDE Board.

1           When he's saying remove my name, CDE Board, if you feel you  
2   need the authorization of this Board. However, when we don't  
3   take action on it he's taking it straight back to the CDE Board,  
4   asking them again, telling them, these are you-all's bylaws, you  
5   can appoint me as you have done; the CRA Board has no authority  
6   over the CDE Board, so let's go ahead and appoint me as the  
7   LLC -- as the CDE manager.

8           And I think it's important that we take a vote so that we  
9   can have it clear and it states that we are not having him. So  
10   he don't keep inserting these 13th hour e-mails. And if he  
11   does, we can ignore him like the 30th of February. We don't  
12   have to keep having this discussion. Let's take a vote so he  
13   can -- so he won't be able to say that there wasn't a consensus.

14          We'll take a vote. We let the -- that will let the CDE  
15   Board know that we oppose their appointment, it's dead; we make  
16   our appointment of our own.

17          And did you notice in one of the e-mails he wrote, you --  
18   that we must be appointing this gentleman to work along with  
19   him. He put that statement in. Because surely we couldn't  
20   possibly be thinking that we were removing him. That if we were  
21   appointing somebody tonight, that person would be working along  
22   with him. So I'll find that e-mail.

23          But I don't think that is even necessary. I think what's  
24   going to be necessary and sufficient is for us to take a vote to  
25   oppose his appointment and appoint our own person.

1 CHAIR DAVIS: I must say, you sound like a top-notch  
2 attorney. And I couldn't say it no better. With all due  
3 respect to Haygood. That's all I wanted to hear. There is an  
4 intimidation factor at that board. They do not put their foot  
5 down and make a decision of the board without his approval. And  
6 I won't say anything else. I will stand on what Commissioner  
7 Hubbard just said if I don't stand on nothing else from this  
8 dais for the rest of the year.

9 Is anybody comfortable with me moving forward and calling  
10 the question?

11 VICE-CHAIR MILLER-ANDERSON: Yeah, I put a second out  
12 there.

13 CHAIR DAVIS: Okay. Madam Clerk.

14 THE CLERK: Commissioner Hubbard.

15 MR. HAYGOOD: Yes.

16 THE CLERK: Commissioner Pardo.

17 COMMISSIONER PARDO: Yes.

18 THE CLERK: Commissioner Davis Johnson. Commissioner Davis  
19 Johnson.

20 VICE-CHAIR MILLER-ANDERSON: I heard her.

21 MR. HAYGOOD: Is she on the line? She has to vote.

22 CHAIR DAVIS: Yeah, she has to --

23 VICE-CHAIR MILLER-ANDERSON: Go ahead.

24 THE CLERK: Vice-Chair Miller-Anderson.

25 VICE-CHAIR MILLER-ANDERSON: Yes.



1 THE CLERK: Chair Davis.

2 CHAIR DAVIS: Yes.

3 THE CLERK: That motion carries with Commissioner Davis  
4 Johnson out for the vote.

5 CHAIR DAVIS: Ask it -- just check one more time. We don't  
6 want to leave her off the vote.

7 THE CLERK: Commissioner Davis Johnson.

8 CHAIR DAVIS: Is she still on? Did we hang up on her?

9 UNIDENTIFIED SPEAKER: She said no.

10 CHAIR DAVIS: She has to say it to the mic. We have to get  
11 it into the microphone. She have to speak into the mic.

12 VICE-CHAIR MILLER-ANDERSON: I hear something.

13 CHAIR DAVIS: Oh, I hear, I hear something but I -- okay.

14 INTERIM EXECUTIVE DIRECTOR EVANS: It's not on speaker  
15 anymore.

16 VICE-CHAIR MILLER-ANDERSON: Put it on speaker.

17 CHAIR DAVIS: Put it on speaker.

18 MS. JENKINS: Hold on. We're trying to figure out what's  
19 going on with the speaker.

20 Speak now.

21 COMMISSIONER DAVIS JOHNSON: Well, I asked to comment  
22 before the -- I guess you didn't hear me, but my vote was no.

23 MR. HAYGOOD: Okay. The second action that we're  
24 requesting you to do --

25 THE CLERK: Can I just say that? Because she said no.

1 MR. HAYGOOD: Okay.

2 THE CLERK: Motion passed with Commissioner Davis Johnson  
3 no, dissenting.

4 MR. HAYGOOD: Okay. The second item we're asking you to  
5 take is to appoint a special CRA manager to the Event Center  
6 LLC. That's all you're doing. You cannot remove Mr. Brown as  
7 the non-member manager; that is an action that has to be taken  
8 by the CDE Board. You can appoint, you have the right to  
9 appoint a second person but you cannot remove him. So what  
10 we're asking you to do is to appoint Mr. Broussard as the  
11 special RBCDE manager to the Event Center.

12 And as I explained in my memo, this is really to make sure  
13 that reports are filed in a timely manner. It's really more of  
14 an administrative issue. It doesn't confer any right to go out  
15 and do any other projects. And this only involves the Event  
16 Center.

17 CHAIR DAVIS: Okay. Well, let's make sure in the record, I  
18 want to get this in the record, now the vote that we just  
19 previously took, Mr. Howard said they would not move further  
20 with him on any board without us saying we're either for or  
21 against it, correct?

22 MR. HAYGOOD: No. He just -- no. The motion was as far as  
23 an appointment of him being a member of the CDE Board. The  
24 issue of him being the manager -- non-member manager did not  
25 come up.

1 CHAIR DAVIS: Oh. Well, I'm going back to that. I know, I  
2 know what you're saying.

3 We need to call a special meeting with that board.

4 COMMISSIONER HUBBARD: We do.

5 And, Mr. Chair --

6 CHAIR DAVIS: Mhmm.

7 COMMISSIONER HUBBARD: -- the -- when you went to the  
8 meeting in August yourself, along with me looking for it in  
9 writing here, my understanding was that the CDE Board would not  
10 appoint him, ratify his appointment, unless we ratified theirs?

11 CHAIR DAVIS: Correct.

12 COMMISSIONER HUBBARD: So in our motion we need to indicate  
13 in that resolution that that's the fact, that because the CRA  
14 Board did not ratify the appointment of the CDE Board for  
15 Mr. Brown, he cannot serve as the manager. Because that's what  
16 they said they wouldn't do.

17 CHAIR DAVIS: Correct.

18 MR. HAYGOOD: That is not correct.

19 I'm telling you it's two separate issues. First of all, he  
20 is currently serving as the manager. He has to be removed.  
21 There is no way -- well, it wasn't discussed. The only  
22 discussion was him being a member of the CDE Board.

23 You do not have to be a member of the CDE Board to be a  
24 manager of the LLC. Mr. Broussard is not a member of the CDE  
25 and we were asking you to appoint him as a special CRA manager.

1 CHAIR DAVIS: Okay. Okay.

2 So what are you asking this Board to do tonight?

3 MR. HAYGOOD: I'm asking you to approve the appointment of  
4 Mr. Broussard as a special RBCRA manager to the Event Center.

5 CHAIR DAVIS: Anybody got any question with that item?

6 COMMISSIONER DAVIS JOHNSON: I do.

7 CHAIR DAVIS: Yes, ma'am.

8 COMMISSIONER DAVIS JOHNSON: How is it that you're asking  
9 this body to enter into the affairs of another organization that  
10 has established bylaws and has directors? How is it that we can  
11 arbitrarily make a decision as to who is placed in that  
12 position?

13 CHAIR DAVIS: They asked us to.

14 MR. HAYGOOD: Hold on. No. The actual operating  
15 agreement -- when you're dealing with these entities, the  
16 operating agreement is comparable to the bylaws of a  
17 corporation. The operating agreement -- and it had nothing to  
18 do with Mr. Brown -- specifically says that the CRA shall have  
19 the right to appoint a special manager to the LLC.

20 COMMISSIONER DAVIS JOHNSON: Let me find that in the  
21 document.

22 MR. HAYGOOD: I'm sorry?

23 COMMISSIONER DAVIS JOHNSON: I'm looking in the -- I'm  
24 looking at the bylaws and in the documents here.

25 MR. HAYGOOD: It's in the --

1 COMMISSIONER DAVIS JOHNSON: Under what section is that?

2 MR. HAYGOOD: It's in the operating agreement of the LLC.

3 And I don't know the section. I think it's Section 4.2.

4 VICE-CHAIR MILLER-ANDERSON: Here it is.

5 COMMISSIONER DAVIS JOHNSON: I don't see the operating  
6 agreement. I see the bylaws. Not in the backup that I have.

7 MR. HAYGOOD: Yes. Well, you can take my word for it and  
8 I'll send you a copy of it. It's specific language -- it's  
9 specific language in the operating agreement. This is not  
10 anything new. You always had that right. It was done when the  
11 organization was first formed.

12 I don't have a copy.

13 VICE-CHAIR MILLER-ANDERSON: It's on Novus.

14 Ms. Davis Johnson, it's on Novus. It's one of the  
15 attachments.

16 COMMISSIONER DAVIS JOHNSON: Just looking at my backup  
17 here. Okay.

18 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, it's 4.2.

19 MR. HAYGOOD: Yeah, it is 4.2.

20 During such period as the company is assisting RBCRA in the  
21 finance of a new community event center utilizing financing  
22 which provides New Markets Tax Credits to certain investors, the  
23 company and its members hereby grant the exclusive right to the  
24 RBCRA to designate and appoint from time to time and at any time  
25 a special RBCRA manager who shall serve in addition to the

1 existing manager.

2 COMMISSIONER DAVIS JOHNSON: Thank you.

3 What then is the scope of the Council's authority regarding  
4 the CDE?

5 MR. HAYGOOD: I'm sorry, I didn't understand you.

6 COMMISSIONER DAVIS JOHNSON: My question is: What is the  
7 scope of the Council's authority regarding the CDE?

8 MR. HAYGOOD: The CDE is an independent organization and  
9 but for the Board conditioning the appointment of Mr. Brown to  
10 the membership, they could have appointed him. But that was a  
11 motion that was made after much discussion.

12 As far as the LLC is concerned, this was a special  
13 appointment that was given to the CRA because you really were  
14 funding the development of the Event Center. And so this was a  
15 provision that was specifically added to give the CRA the  
16 authority to appoint this special manager.

17 COMMISSIONER DAVIS JOHNSON: Thank you.

18 COMMISSIONER HUBBARD: Mr. Chair.

19 CHAIR DAVIS: Yes, ma'am.

20 COMMISSIONER HUBBARD: Let me say this: We may be talking  
21 about one, two or three things here in part; and the last thing  
22 that we spoke of is to appoint Mr. Broussard as the special  
23 manager, because that was an appointment that we were given in  
24 the document here. So we want to take advantage of that special  
25 appointment and give it -- and appoint someone else as a special

1 manager. So we'll -- so we'll take that.

2 The -- previously we were discussing the fact that the  
3 member or non-member, you don't have to be in order to be a  
4 manager. How do you get to be a manager? By appointment of the  
5 CDE Board?

6 MR. HAYGOOD: Yes. Yes, ma'am.

7 COMMISSIONER HUBBARD: So let me say this to you,  
8 Mr. Haygood, and to you, Mr. Evans, I would appreciate it if you  
9 go back to the CDE Board, let them know that we want a  
10 resolution or something in writing to take Mr. Brown off as a  
11 manager, a member, or a non-member of that board. And as you  
12 pointed out, this is something that we as a CRA Board is funding  
13 and paying for. Now if we have to stop doing so to stop them  
14 from being able to do business then we'll have to take it.

15 But one thing I'm asking you as our director and you as our  
16 attorney, to figure it out, get us out of this, and make sure  
17 that they understand that we no longer want him there and we  
18 want to have a special meeting with that board. So those are  
19 three things that I'd like to have scheduled by the -- and know  
20 the date by the end of next week, please.

21 CHAIR DAVIS: How about we invite them to the retreat, and  
22 talk about how we can -- and we can have a, have a conversation  
23 at the retreat, to talk about --

24 COMMISSIONER HUBBARD: At the end of January?

25 CHAIR DAVIS: -- how do we -- during the retreat, talk

1 about how we can -- how we work together and what our Board's  
2 roles and responsibilities are and what are our goals.

3 COMMISSIONER HUBBARD: I don't want to work together with  
4 keeping Mr. Brown. I want to work together and figure it out --

5 CHAIR DAVIS: I'm talking about with the Board on how it  
6 functions, because there's a lot of questions. And, you know,  
7 we just need to make sure that how do we work -- even though  
8 they're independent they do play a significant role in improving  
9 Riviera Beach.

10 COMMISSIONER HUBBARD: I know they're -- I know that  
11 they're independent. But let me say this: What will get us in  
12 trouble, what will have us in a bad way, is the fact that we  
13 are -- we have fired someone who had authority over our CRA; we  
14 developed the CDE in conjunction with our CRA to do this  
15 particular project; and we're not having what we need from staff  
16 to get out of this mess.

17 And what I -- based on everything I've heard tonight, the  
18 CDE Board need to be make -- be made aware that there are three  
19 different moving parts in order to get rid of Mr. Brown's  
20 involvement period.

21 So I'd like to -- I'd like to have staff do that.

22 Now we shouldn't have to sit up here and go through this  
23 back and forth when since August staff knew that that's what we  
24 want. And whatever it takes to get it done, that's what we need  
25 to do to get it done.



1 We shouldn't have somebody who no longer works for us  
2 taking up this much time of our agenda.

3 CHAIR DAVIS: Thank you.

4 MR. HAYGOOD: We will communicate to the Board your  
5 concerns.

6 But as I've told you, legally there's only so much you can  
7 do.

8 So we will communicate to them.

9 We've given you every legal right and brought it to you and  
10 asked for your concurrence.

11 CHAIR DAVIS: Thank you.

12 So do we have any questions before we call the -- we got a  
13 second on that, correct, on that motion?

14 MR. HAYGOOD: I didn't know a motion was made.

15 CHAIR DAVIS: I was talking about you going to make the --  
16 well, we need a motion to approve this, what you asked for,  
17 Mr. --

18 MR. HAYGOOD: To the appointment of Mr. Broussard as the  
19 special RBC --

20 CHAIR DAVIS: So we need a motion for that.

21 COMMISSIONER HUBBARD: I make a motion that we approve  
22 Mr. Broussard as the special manager for the CDE.

23 MR. HAYGOOD: For the Event Center.

24 CHAIR DAVIS: The Event Center.

25 COMMISSIONER HUBBARD: For the CDE, for the CDE's Event

1 Center LLC.

2 MR. HAYGOOD: Okay.

3 CHAIR DAVIS: Correct.

4 COMMISSIONER HUBBARD: As it states here. It states CDE  
5 and LLC Event Center.

6 CHAIR DAVIS: We have a proper motion. Do we have a second  
7 to support that?

8 VICE-CHAIR MILLER-ANDERSON: Second.

9 CHAIR DAVIS: Madam Clerk.

10 THE CLERK: Commissioner Pardo.

11 COMMISSIONER PARDO: Yes.

12 THE CLERK: Commissioner Hubbard.

13 COMMISSIONER HUBBARD: Yes.

14 THE CLERK: Commissioner Davis Johnson. Commissioner Davis  
15 Johnson.

16 COMMISSIONER DAVIS JOHNSON: I'm coming. I -- yes.

17 CHAIR DAVIS: I know you ain't running.

18 THE CLERK: Vice-Chair Miller-Anderson.

19 VICE-CHAIR MILLER-ANDERSON: Yes.

20 THE CLERK: Chair Davis.

21 CHAIR DAVIS: Yes.

22 THE CLERK: Motion carries.

23 CHAIR DAVIS: Davis Johnson, I hope you're not running.

24 COMMISSIONER DAVIS JOHNSON: No, I'm not.

25 CHAIR DAVIS: Okay.

1 All right. Okay. We've got -- so now we have item number  
2 9. This is an item that was added on, that's something we want  
3 to talk -- as we talked about earlier we had restaurants that's  
4 going to be coming to the City in consideration. And the  
5 question that they're all asking is what is going to be our foot  
6 traffic and what is going to be our draw at the Event Center or  
7 the waterfront area.

8 And we're going to have a presentation, a young lady by the  
9 name of Ms. Jennifer Devlin-Herbert, and she's an architect,  
10 interior designer with Urban Design. And she will present and  
11 tell you a little something about her company. We're just going  
12 to do a presentation. We know we got some retreats coming up.  
13 It's just going to be a presentation, no action. We got some  
14 retreats coming up, we want to talk -- start having some ideas  
15 generated on what we want to do at the Event Center. This is  
16 just a concept. I invited her. She flew here on her own dime  
17 and wanted to come to Riviera Beach and talk about her company  
18 and what they do in a very brief presentation.

19 Yes, ma'am.

20 MS. DEVLIN-HERBERT: Commissioners, thanks for hearing me.  
21 Tough acts to follow. So I'll try and keep this a little bit  
22 light. I will give you a little context for why I'm here. My  
23 firm, EHDD, was here 20 years ago and did a concept design for  
24 an aquarium down at the Marina and Bicentennial Park. My  
25 partner at that time, Chuck Davis, was here and got to know your

1 community and developed a plan for that. I think perhaps you  
2 know about it.

3 Chuck called me about a month ago and said, hey, I was  
4 speaking to the City of Riviera Beach, it sounds like there are  
5 some things going on there, maybe it's worth a visit.

6 I planned to visit for this week, not knowing at all that  
7 this was going to be your CRA meeting. And I was invited to  
8 come present what I know about aquariums and their success as  
9 drivers in cities and redevelopment; and also to give you a  
10 little context about aquarium design and what we see as the  
11 opportunity here.

12 Certainly the Marina and the Bicentennial Park area --  
13 which I'm very new to, I've been here three hours. So I -- this  
14 is my first view of actually being here. That was my intent  
15 behind this trip.

16 I think a lot has changed in the last 20 years. So I'm  
17 kind of getting, getting my kind of knowledge base up a little  
18 bit.

19 So I have a few slides here. As an architect I always rely  
20 on the images to tell our story a little bit. But I thought I'd  
21 give you a little bit of background just so you know who we are.  
22 We're from -- based in San Francisco. The reason I'm here, I'll  
23 just put that out up front, is that we were the designers of the  
24 Monterrey Bay Aquarium and have done a handful of other  
25 aquariums around the world.

1           Our founding on the coast of California has always put us  
2   at the forefront of all things having to do with the oceans and  
3   things having to do with sustainability. That eventually led to  
4   our design at the Monterrey Bay Aquarium.

5           We're a firm that does a whole cross section of projects  
6   from urban planning and design, kind of the higher level  
7   planning issues; architecture and interiors. We do strategy and  
8   design and outcome.

9           As I mentioned, we're big leaders in sustainable design.  
10   And this slide shows you the extent of aquariums that we've  
11   either studied or built. Aquariums, zoos and museums.

12           Our education sector also informs a great deal of what's  
13   happening in the museum and aquarium world. Whether it's been  
14   planning for cats at the Philadelphia Zoo or figuring out how to  
15   best display the jellyfish at the Monterrey Bay Aquarium or how  
16   to house the space shuttle as it came down to Los Angeles, that  
17   whole range of experiences are all catalysts for transforming  
18   places.

19           Quick little note here. The Monterrey Aquarium is the  
20   yellow dot on the left. National Aquarium, another significant  
21   aquarium in the country, on the right. What these two places  
22   have in common with you is that they are on a marine ecosystem  
23   that has a very rich story to tell.

24           I think there's no question that Monterrey and the National  
25   Aquarium and a handful of others around the country, the

1     aquariums themselves have been transformational to the  
2     development of the cities.

3             We gather a great amount of data around aquarium sizes,  
4     their economic benefits and how that translates to use, and  
5     that's something we could share with you at a later date.

6             There's really just -- there's a question of what is an  
7     aquarium in this town. And it's clear that there's an economic  
8     benefit and impact. And then there are really just questions as  
9     to what belongs here in Riviera Beach. It really does have to  
10    be about this place. And you have a remarkable story to tell,  
11    from what I can tell.

12            And then there's always the question of, well, what draws  
13    people to an aquarium. It's often what's beautiful, what's  
14    cute, and what's scary.

15            So quick -- a few quick case studies here. The Monterrey  
16    Bay Aquarium was built at a time when the Cannery Row on the  
17    coast and at Monterrey Bay was in decline. Buildings were  
18    falling apart along the waterfront. And there was an  
19    opportunity taken to tell a very -- a story about that very rich  
20    marine ecosystem there, which isn't too -- it's a very different  
21    marine ecosystem but not dissimilar to the opportunity you have  
22    to tell us here off the coast. A very deep trench, lots of  
23    upwelling, and a really rich species and marine ecosystem to  
24    tell a story.

25            It was a, kind of a town in decline with the demise of the

1 sardine system. And with the installation of the aquarium,  
2 that's seen three additions. You can see here the original  
3 aquarium was in the white floor plan; additional, the pink and  
4 the yellow, have all evolved over the last 30 years.

5 We are asked to design many aquariums, and all of them ask  
6 what the secret sauce is to Monterrey. The reality is that you  
7 can be out over that water and see the species and the rich  
8 marine life right there. Everyone desires to have that  
9 waterfront edge, and many don't. You share that same  
10 opportunity. And then there are ways in which you tell that  
11 special story in a way that just -- that here draws millions of  
12 visitors. And with that comes the additional support for  
13 keeping the fish and the animals alive. And all of this has  
14 generated a whole system of economic industry throughout  
15 Monterrey, in addition to others, a marine science institute and  
16 a fair bit of research infrastructure.

17 On a very different scale an aquarium under construction  
18 now up in Tacoma, Washington, they don't have the benefit of  
19 being right on the sound. But have a good view to it. It's a  
20 much smaller scale, which is why I'm sharing it with you. And  
21 it has a slightly different configuration but again highlighting  
22 stories of the sound and how the sound is connected to the wider  
23 ecosystem of the Pacific Ocean.

24 And here are some renderings of what those spaces are.  
25 They have a very significant focus on education and how they're

1 tied into the local schools. So that's a big feature of this  
2 particular aquarium. And they also have a strong charge of  
3 figuring out how to resonate with their local community, figure  
4 out how people can be recommitted to what the oceans mean to  
5 them.

6 Next project. And this is really the last one before I  
7 talk about yours again a little bit. The exploratorium at Pier  
8 15 is a science center right on the waterfront in San Francisco.  
9 It's in one of those piers, was renovated and moved from an old  
10 historic building.

11 The photograph on the left, that's our waterfront along  
12 the, along the bottom right of each of those slides. There used  
13 to be an elevated freeway called the Embarcadero. That came  
14 down after the 1989 earthquake. And that all prompted an  
15 incredible amount of redevelopment along the waterfront there.

16 The exploratorium renovated this building and it has seen a  
17 huge up charge, up surge in its attendance.

18 Here one of the big sustainability measures was to use the  
19 bay water for energy and take advantage of the incredible shed  
20 roof and offset all of its energy with on-site renewables. So  
21 these were some of the sustainability strategies that we used.

22 You can see it's a big warehouse. Again, very connected to  
23 its site and the story that it's telling.

24 The last aquarium I'll talk about is one in Long Beach.  
25 Each of these buildings had a very different funding mechanism.



1 This was seen as a redevelopment project early on as Long Beach  
2 was looking to redevelop its waterfront. It was developed by a  
3 developer and then bought back by the City over time. And  
4 they've just seen great success and are putting this addition on  
5 the bottom.

6 So there was a concept design done 20 years ago. Because  
7 the question now is with all of the advancements that are  
8 happening along your marina and the great, great opportunity you  
9 have as economic development is shifting, to really revisit  
10 perhaps the economic feasibility study that was done then -- and  
11 I have a copy of it -- and then develop kind of how the content  
12 of this aquarium will start to be a real anchor for the City of  
13 Riviera Beach. And that leads eventually to a building plan and  
14 some costs and a business plan.

15 These were images that I grabbed without having been here,  
16 so I'd have many more appropriate images tomorrow after having  
17 taken them today. But imagine I've mentioned the great  
18 opportunity that you have being right on the waterfront, and  
19 it's clearly a destination, you can see that. And I'm getting  
20 to know more about it.

21 This inlet, as I've learned in my late dive into the marine  
22 life outside, right outside the coast, is a very unique spot on  
23 the gyre, the Atlantic gyre. You have a -- you do have a story  
24 to tell here that very few others have to tell. And I think  
25 that is usually a strong foundation for why to build an

1     aquarium, and when you have a site like you have.

2             I had a question as I was researching who you are and where  
3     you are, if there isn't an opportunity for other partnerships.  
4     I know there are many, many others. And I learned of more  
5     today, what could be the research engine that could come from  
6     this community in addition to supporting the education  
7     foundation of Palm Beach County.

8             Whoops. That's a duplicate.

9             And really I was going to end with partnerships and figure  
10    out if there were any items here that I didn't cover that would  
11    be useful for you to know about us and/or something you would  
12    like to discuss.

13            CHAIR DAVIS: Yes. Thank you. Really quick. How long how  
14    you all -- your company has been in existence now?

15            MS. DEVLIN-HERBERT: Oh. Since 1946. And the Monterrey  
16    Aquarium was built in 1980, and we've been doing aquariums since  
17    then.

18            CHAIR DAVIS: So what is the unique story that the  
19    Monterrey Bay tell again?

20            MS. DEVLIN-HERBERT: So it's that big 10,000 foot trench  
21    that allows a really unique ecosystem to well up; and from that  
22    there is a very unique marine ecosystem that's then told.

23            And each of the additions tells a further story beyond that  
24    trench.

25            CHAIR DAVIS: So it's 10,000 feet right off the shoreline?

1 MS. DEVLIN-HERBERT: Yeah, right off the shoreline.

2 CHAIR DAVIS: So those -- are there caves there in those  
3 trenches?

4 MS. DEVLIN-HERBERT: You know, there are -- there must be.  
5 But there aren't -- people don't go to see them.

6 CHAIR DAVIS: Oh. I didn't know if they had any cave  
7 diving going on.

8 All right. But I just want to thank you. I'm going to let  
9 my colleagues chime in. But, you know, the purpose of this was,  
10 just like I say, as we get and move further down the road we  
11 need to all start brainstorming on what are some of the ideas we  
12 all as individuals like to bring to the table, so we can have  
13 future discussions as we move into our retreat goal setting,  
14 when we want to talk about spurring private development along  
15 our Broadway corridor, and how we want to get traffic and get  
16 people to stay here more than -- not just a few hours but a few  
17 days. And to get those that leave home to venture -- understand  
18 that we're doing something significant for them to come back and  
19 actually raise their families.

20 And I tell you, this is just one of the ideas I remember,  
21 in 1996, right before I got ready to leave to go to college this  
22 concept came before us and I thought, wow, we finally got  
23 something that's going to do something if not for me as a youth  
24 at the time, at least the people behind us. And here we are  
25 2016, 20 years later. I didn't ever think I would be on the

1 dais. But we owe some type of responsibility, whatever we  
2 choose to do as a group, to give our younger generation now  
3 something to do, some real career jobs, training, scientists,  
4 biologists, whatever it is that they do on whatever -- on any  
5 level. At least with this I can talk about science and  
6 engineering, architects, you know, construction, jobs after  
7 this. We can really change the mindset of our children, you  
8 know, moving forward, that they can leave here and they become  
9 something spectacular, you know, with the experience that we  
10 make on our decisions.

11 But right now I will let the public and my colleagues  
12 comment on the presentation. Any questions for this young lady  
13 before we go to public comment? Because I have one public  
14 comment card.

15 VICE-CHAIR MILLER-ANDERSON: Yes. Just a question, Chair  
16 Davis.

17 CHAIR DAVIS: Yes, ma'am.

18 VICE-CHAIR MILLER-ANDERSON: In your experience with  
19 working with other aquariums, what are the funding sources you  
20 typically see to get this going? Is it on the backs of the  
21 City, or sole donors, or foundations?

22 MS. DEVLIN-HERBERT: It's all of the above. Depending on  
23 the organization.

24 Monterrey had the Packard family as their kind of primary  
25 donor, and then we're a foundation, and now they're completely

1 self-sustaining with their research and the gate.

2 Others will do a -- an initial development with a  
3 developer, and money comes in that direction and then it's paid  
4 back over time. That's usually kind of a longer pay back.

5 And a number do a combination of local bonds, state  
6 funding, and private fund raising. So it's a combination of  
7 what works best in that particular situation.

8 VICE-CHAIR MILLER-ANDERSON: Okay. I definitely think it's  
9 a great idea. I just -- I would like to get a little more  
10 information and see, you know, exactly how, how the funding --  
11 and if we have partners or someone that would love to donate to  
12 this great cause and not have to have it at the expense of the  
13 taxpayers. But I certainly, I'm on board with the concept. I  
14 think we do need something. And I do understand that we have a  
15 unique situation right here off of the coast. So I mean I think  
16 it's a great idea. I just would like to know a lot more about  
17 how, you know how this is done and what the costs are for the  
18 City.

19 CHAIR DAVIS: Yes. And to piggyback, I know Lockheed  
20 Martin has been having conversations -- they have quite a bit of  
21 submarines that they've been looking to donate for a particular  
22 cause, and this could be one of them.

23 You know, you talk about FP&L, you talking about the state,  
24 the federal government, the Palm Beach County Tourism Board, you  
25 know, the BDB, all these different chambers across the county,

1 and all the different people that make all this money in our  
2 city, you know, as we come together to figure out ways -- if  
3 this is something that the Board want to do, or they want to do  
4 something different, whatever that may be, it's going to  
5 definitely take a conservative effort and a team effort to set  
6 the next generation off in the right tone, you know.

7 Commissioner Hubbard, do you have any questions as far as  
8 this presenter?

9 COMMISSIONER HUBBARD: It was a wonderful presentation.  
10 And I think it's a wonderful project.

11 What I would like to find out a little more, the same as  
12 Mrs. Anderson, about the potential partners as far as funding a  
13 project like this in Riviera Beach, that you might be able to  
14 point out after you've had more time to visit here.

15 MS. DEVLIN-HERBERT: I think that's a, that's the perfect  
16 right next step.

17 COMMISSIONER HUBBARD: Thank you so much.

18 MS. DEVLIN-HERBERT: Thank you all. I think you have an  
19 amazing opportunity here and I'm pleased to have been here. The  
20 waterfront is taking on some nice character.

21 CHAIR DAVIS: Commissioner Davis Johnson, do you have any  
22 questions or any comments for the presenter?

23 COMMISSIONER DAVIS JOHNSON: I do. I thank you for making  
24 the presentation.

25 The question that I have is what would be the role of this

1 company who is presenting tonight if we were to decide as a body  
2 to move forward with an aquarium? What would be the role of  
3 this particular company that's making the presentation here  
4 tonight?

5 MS. DEVLIN-HERBERT: Yeah, so we would have to be selected.  
6 I want to just make that very clear. And we are architects and  
7 we work with exhibit designers.

8 COMMISSIONER DAVIS JOHNSON: Exactly. And I guess my --  
9 it's not a guess. My question, it puts you almost at an  
10 advantage in my mind because you are here making this  
11 presentation; and if there are others that wish to be  
12 considered, how does that play? Are we going to then open up  
13 the doors, Mr. Chair, to everyone that has an idea to come  
14 before us before the project is bid?

15 CHAIR DAVIS: Absolutely. I've been stating this for a  
16 long time, that we need to all work together to bring ideas  
17 together, because once it -- it's going to be transparent. I  
18 just remember following this story back in '96. And I went  
19 through the information. I found the old studies. And I was  
20 working on this for the last two years and I made contact with  
21 Chuck Davis; and me and this young lady, we spoke maybe a couple  
22 days ago, and she happened to be in Orlando and she said she  
23 would love to come down and talk. I said would you mind doing a  
24 presentation; she said absolutely.

25 I mean she understands the role and the responsibilities

1 and what she can and can't do. But it was something that would  
2 definitely be competitive, you know. But I just wanted to let  
3 the people get a concept that we as a board are definitely  
4 considering on doing something. And they need to see that. And  
5 that's for the public.

6 COMMISSIONER PARDO: Mr. Chair.

7 CHAIR DAVIS: Commissioner Davis Johnson.

8 COMMISSIONER DAVIS JOHNSON: I too remember Mr. Wilkins  
9 working on this project, and he was associated with Palm Beach  
10 County and he made a trip out to Monterrey Bay -- they took a  
11 trip out to Monterrey Bay, so I remember all of the wonderful  
12 advance work that was done back in 1996. And that is certainly  
13 not to say that this is not a viable project. I just think that  
14 we may be putting the cart before the horse in bringing a person  
15 out to present. Perhaps in a workshop, if we open it up to a  
16 workshop, to provide a fair advantage -- I'm just wanting us to  
17 make sure that we are not operating outside of any procurement  
18 codes or processes or bidding. So that's my concern.

19 I am not in any means -- by any means saying that -- I see  
20 you, Mr. Chair -- it is not my intent to try to cause -- I'm not  
21 trying to kill it, so to speak. I'm just saying we need to make  
22 sure that what we're doing is proper and correct.

23 CHAIR DAVIS: Absolutely.

24 MS. DEVLIN-HERBERT: So let me just say that Chairman Davis  
25 is correct, is that I was planning -- I was out here for another



1 reason, I was in Orlando and I just happened to be here this  
2 week --

3 CHAIR DAVIS: Yep.

4 MS. DEVLIN-HERBERT: -- and he asked for the presentation  
5 so...

6 CHAIR DAVIS: We got lucky.

7 MS. DEVLIN-HERBERT: I offered.

8 CHAIR DAVIS: And we didn't have to pay for it.

9 COMMISSIONER PARDO: Mr. Chair.

10 CHAIR DAVIS: Yes. Commissioner Pardo.

11 COMMISSIONER PARDO: Okay. First of all, ma'am, thank you  
12 very much for coming. I enjoyed the presentation. And  
13 hopefully you'll have a copy of it for us?

14 MS. DEVLIN-HERBERT: Sure.

15 COMMISSIONER PARDO: Okay. All right. I'd appreciate  
16 that.

17 I'd like to comment on what my colleague, Councilwoman --  
18 or we're CRA so Commissioner Davis Johnson said. You know, the  
19 reality of this --

20 CHAIR DAVIS: Excuse me. Excuse me. Can you please pull  
21 up the mic? They can't hear you.

22 COMMISSIONER PARDO: The reality is, you know, we can't  
23 even build a parking garage right now over at the marina. So  
24 hopefully in time we'll be able to do something like this. But  
25 I think, you know, just trying to be realistic, it's not like

1 this project is going to happen in the next couple of years.

2 So, you know, I just wanted to, you know, be realistic.

3 I'm sorry to, you know, burst the bubble.

4 MS. DEVLIN-HERBERT: No, that's fine.

5 COMMISSIONER PARDO: But that's just the realty of it.

6 MS. DEVLIN-HERBERT: These take time.

7 COMMISSIONER PARDO: But, again, I would really appreciate  
8 a copy of your presentation.

9 All right. Thank you very much, ma'am.

10 CHAIR DAVIS: And I want the public to understand that  
11 something like this is worth waiting for, no matter who does it.

12 And at some point in this city we're going to create real  
13 jobs, economic sustainable efforts. Because we done spent over  
14 30 million dollars at the marina, and we're losing money every  
15 day. And it's up to us as a board to work together to bring  
16 ideas together to the table, to work together, simple as that.

17 And I want to say thank you again for taking your time and  
18 actually driving down and really doing a wonderful job with your  
19 presentation.

20 All right. Oh. We have one person wants to speak.

21 Ms. Mary Brabham, do you want to speak? Okay. She said not  
22 this time.

23 MS. BROWN: I have one.

24 CHAIR DAVIS: Okay. Public comment. You want to speak on  
25 this one?

1 Thank you, ma'am.

2 So we're going to go to public comment at this time.

3 Okay. All right. Public comments. Please be reminded  
4 that the CRA Board of Commissioners has adopted a set of rules  
5 of decorum governing public conduct during official meetings,  
6 which have been posted at the entrance of the Council chambers.  
7 In an effort to preserve order, if any of the rules are not  
8 adhered to, the commission chair may have any disruptive speaker  
9 removed from the podium, from the meeting and/or the building if  
10 necessary. Let's please govern all ourselves accordingly.

11 Ms. Bonnie Larson.

12 MS. LARSON: Bonnie Larson.

13 Just a question regarding the presentation we just had.  
14 Does this mean we would be doing an aquarium instead of the  
15 restaurants? Because it's going to take up a lot of room. We  
16 don't have a lot of room there at the marina. So how many feet  
17 are we talking about? Just a question, because we don't have a  
18 lot of room down there.

19 This is for Mr. Scott Evans. If you could please -- oops,  
20 he's gone.

21 CHAIR DAVIS: We'll make sure that he -- there's notes  
22 taken for Mr. Evans.

23 MS. LARSON: Hmm. I'm going to go on to something else  
24 here.

25 The status of O'Donnell. The last I heard we were going to

1 tell them at the next meeting that we didn't require their  
2 services anymore. So I haven't really heard anything from them  
3 or that we did cancel them.

4 CHAIR DAVIS: We did.

5 MS. LARSON: We did cancel them? I'm hearing a yes here.  
6 Okay. Now that I've heard that follow-up --

7 CHAIR DAVIS: We just didn't renew it.

8 MS. LARSON: Oh. Okay.

9 The other -- these are all for Mr. Evans. Gosh.

10 Does everyone on the Board -- we talked a lot about the  
11 CBRE and the CDE tonight. Do all of you have the bylaws? There  
12 seems to a lot of questions about that organization. And if you  
13 don't have it, it's very important that you get the bylaws of  
14 that -- of the CDE, and also to know how it's formed, how it can  
15 change. There's a lot of questions going back and forth, so I'm  
16 not sure everybody is fluent on that.

17 And maybe it wasn't meant that way but, Mr. Haygood, it  
18 seemed like you were defending Mr. Brown instead of working with  
19 the Board tonight. I'm just telling you how it came across to  
20 me.

21 The -- now I lost my train of thought. Oh. Mr. Scott is  
22 back. Scott, could you please contact code and have them follow  
23 up with the properties on Broadway? It's really looking bad.  
24 And those properties which have been cleared, the trailer parks  
25 which have been cleared, they're not, they're not cleaning their

1 swales. We as homeowners have to keep our swales clean or we  
2 get a nasty letter or a rap on the door or something.

3 But all those trailer parks, they're not, they're not  
4 cleaning. And that's -- when you're driving down the street  
5 that's the first thing you see is all that trash and the debris  
6 and the twelve inch vegetation there.

7 The other thing -- okay. We talked about the electrical  
8 lines tonight, so I kind of understand that a little bit better  
9 but I don't understand why it took eight years.

10 The other thing is marina signage. That's another thing --  
11 to get the community involved, we had a survey, who wants this  
12 plan, who wants that plan. In the meantime our previous CRA  
13 director said too bad, I, I voted on the other plan so I've  
14 already directed a company to design the logos, to design this,  
15 and we hired someone also to build the signage. Now that's been  
16 a couple years. Money was placed aside for that. And I'm  
17 wondering when are we going to get those signs down there?  
18 Because right now what I see is a little twelve inch by twelve  
19 inch thing on the west side of Broadway saying Marina.

20 VICE-CHAIR MILLER-ANDERSON: There's a big sign out there  
21 now.

22 MS. LARSON: Oh. There's a big sign there now? Okay.  
23 Good.

24 All right. Is that the sign that we voted on? Is that  
25 the -- all that's down there?

1 COMMISSIONER PARDO: Yes.

2 MS. LARSON: Great. Thank you.

3 CHAIR DAVIS: Thank you, Ms. Larson.

4 Tyler -- is it Alten?

5 MR. ALTEN: That's all right, T.D.

6 Tyler Alten --

7 CHAIR DAVIS: Alten. Okay.

8 MR. ALTEN: -- representing Viking as a corporate citizen,  
9 and on behalf of Robert Healey, Chairman of the Viking Group,  
10 and the students at the Riviera Beach Maritime Academy.

11 On a separate note, that sign is extremely hard to miss.  
12 So go down there.

13 You've heard from many of our staff members at the Riviera  
14 Beach Maritime Academy on a number of different fronts. You've  
15 received letters from Robert T. Healy, our chairman. We've had  
16 people speaking here at Council meetings before.

17 We have a commitment to our current and future students at  
18 the Maritime Academy. It's a ranked A free charter school.  
19 It's the only maritime charter school in the state of Florida.  
20 It's free. It's a non-profit. It's something we've put a lot  
21 of time, money and effort into over greater than a decade. We  
22 still do not have a lease on the ground. And without a lease we  
23 cannot continue. And so I'm just putting that out there, that  
24 this is coming to fruition extremely quickly. Students are  
25 applying for the 2017 school year. And it's really unfair to

1 students, teachers, faculty, and the families over there.  
2 They're asking us what's going to happen in September 2017. And  
3 we can't give them an answer. We don't want to give them the  
4 answer that we have to give them.

5 So we're asking you to please direct your city manager to  
6 include the RBMA lease on the next City Council agenda. You can  
7 debate it. We can answer any questions you have. We'll be  
8 completely transparent. And you all can make a decision on it.

9 We're concerned that the CRA workshop in January is going  
10 to be too late for the students and their families. And the  
11 students are currently filling out applications as we speak for  
12 the 2017 school year.

13 So this is a priority from a corporate steward and a  
14 corporate citizen in Riviera Beach, and so we really hope you  
15 can make it a priority as well. Thank you.

16 CHAIR DAVIS: Thank you, sir.

17 Ms. Mary Brabham. And then Bessie Brown.

18 MS. BRABHAM: Miss Mary Brabham, Riviera Beach. It's so  
19 amazing, the presentation. I like that. What belongs here in  
20 our city? What belongs here in our city?

21 The marina down there, we do need parking. But we need an  
22 engine, mechanism down there, something to really to make money  
23 for us; and not whereas we continuously have to pay out and bail  
24 others out.

25 On tomorrow night residents at 7:00 p.m. it is a most vital

1 crucial agenda. What some in this city has procrastinated and  
2 pushed forward to deteriorate not only our city but our  
3 surrounding communities. They are anticipating on putting in  
4 here a hazardous material sodium chlorhydric bleach warehouse,  
5 right next to Stonybrooks, with 40 gallon storage tanks. This  
6 is not no ordinary bleach. Shame on, shame on whoever is doing  
7 this. Shame on the managerial staff.

8 We are better than this.

9 You sit here and talk about jobs. This has no jobs. This  
10 type of stuff does not even belong in a city, not last in a  
11 residence where schools and people's homes. Your market value  
12 will taint to zero. This is no play thing.

13 And we know that it's being pushed. We know that this is  
14 being pushed. And we're asking you as a board to stop this.

15 This had to come from somewhere. When they called me -- I  
16 don't sit at the devil's table -- I told them no. And that  
17 should have been the response of you as leaders.

18 Whatever we have to do in order to protect this, this is a  
19 travesty, a total travesty.

20 And we are asking this Board and all others to come out  
21 tomorrow at 7:00 p.m. and vet this out.

22 This has never been vetted. They had it last week at the  
23 planning and zoning board meeting. Nobody knew. And tomorrow  
24 night they have it there at 7:00 p.m. And nobody still knows.

25 But this is horrible. You see this stuff out, way out in



1 rural areas. Travel the rural areas. They don't even let  
2 livestock and stuff come in contact with this.

3 In India it was two thousand people that was wiped out  
4 about this. In their sleep.

5 CHAIR DAVIS: Thank you, Ms. Brabham.

6 MS. BRABHAM: Soldiers used this to kill soldiers in World  
7 War II --

8 CHAIR DAVIS: Okay. Miss Bessie Brown.

9 MS. BRABHAM: -- and someone wants to bring this in here.  
10 Thank you.

11 CHAIR DAVIS: Thank you.

12 MS. BRABHAM: Travesty.

13 MS. BROWN: Bessie Brown. I'd just like -- I'd like to say  
14 I have to agree with Ms. -- well, Mr. Haygood, it was very, it  
15 was very obvious that you could not stop reading the e-mails and  
16 want to -- and, and working -- you know, pushing Mr. Brown's  
17 agenda.

18 Now, like I told you, if you want to push his agenda you  
19 need to make sure that what's on the agenda is correct, and all  
20 the information that is given to all of the, all of the board  
21 members. Because you didn't -- because they -- you all need  
22 these board members to see who's on these boards and how it was  
23 done. And the date is August 12th. All this should have been  
24 on there and you wouldn't have a whole bunch of questions, like  
25 I said. And I think, I would suggest that you read the bylaws

1     itself. And then -- and then you -- and you have an attorney to  
2     interpret them for you. And he gets paid for that. Okay?

3             Now I was -- I was -- the Event Center, I, my class had a  
4     tentative date for December 35th (sic), but the application  
5     wasn't in --

6             CHAIR DAVIS: The 25th?

7             MS. BROWN: For the Event Center. December 31st.

8             And -- but the application wasn't in about a week before  
9     they decided to do the event for the Rafiki Tiki, and it was  
10    their food and everything is off. That's the one thing I was  
11    concerned about, when we use -- in order to use the Event  
12    Center, who's going to be -- you know, how are things just going  
13    to come over and, you know, take -- you're just going to knock  
14    the other person out. Especially since we're residents.

15            And so I really would like to know how that's going to --  
16    you know, is that going to continue to happen? Because, you  
17    know, we're residents and we should be allowed to use that when  
18    we ask for it.

19            But I still -- the application wasn't in. But the Rafiki  
20    Tiki didn't have one either, that's the point. And so I just --  
21    I'm just, you know, I'm just appalled at how things are going to  
22    happen around here.

23            And I brought a copy, I made a copy so you all can have a  
24    copy of the list, who's on these boards. Then you don't have to  
25    sit there and try to figure out this and figure out that.

1 You'll have it for yourself. Because you really need it. You  
2 need to see what's on here, and what was done.

3 CHAIR DAVIS: Thank you, Ms. Brown.

4 VICE-CHAIR MILLER-ANDERSON: Chair Davis.

5 CHAIR DAVIS: Yes.

6 VICE-CHAIR MILLER-ANDERSON: I -- Ms. Brown, were you  
7 saying that you put in an application to rent the hall on that  
8 date and they told you you couldn't because the Rafiki Tiki was  
9 having something?

10 MS. BROWN: No. It was tentative. We asked to have the  
11 application -- to have that date. But the application had not  
12 been submitted. We had just picked it up though, you know,  
13 about a week before.

14 And then I was at another meeting and then I was told that,  
15 oh, I think that date has been, you know, it's been given to  
16 someone else. That was the thing.

17 VICE-CHAIR MILLER-ANDERSON: Okay. I just wanted to  
18 clarify, understand what you were saying.

19 MS. BROWN: But the Rafiki Tiki didn't have one in either.  
20 And I would like to know if they actually submitted one.

21 VICE-CHAIR MILLER-ANDERSON: Okay. We'll check into it.

22 CHAIR DAVIS: That was December 21st -- 31st?

23 MS. BROWN: Yes.

24 CHAIR DAVIS: Okay. All right. That's the end of public  
25 comment.

1 I'm going to start -- Mr. Evans, do you got any updates,  
2 anything that you want to...

3 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. Our retreat is  
4 scheduled for Friday, January 19th, and Saturday, January 20th.  
5 And I wanted to -- and when we first discussed it previously it  
6 was on Friday we would start from six to nine p.m. And I wanted  
7 to request if the Board would extend that to starting earlier on  
8 Friday. Because on Saturday we only have until the early  
9 afternoon as there's other events happening. And so I wanted to  
10 request if the Board would extend to start earlier on Friday to  
11 give us more time to work through all of the various issues that  
12 we have.

13 CHAIR DAVIS: Okay.

14 INTERIM EXECUTIVE DIRECTOR EVANS: Just a correction. It's  
15 Friday the 20th of January and Saturday the 21st.

16 CHAIR DAVIS: The 21st. Okay.

17 INTERIM EXECUTIVE DIRECTOR EVANS: So on the 20th I would  
18 like to start as early as the Board could commit to.

19 CHAIR DAVIS: So do you need that today?

20 INTERIM EXECUTIVE DIRECTOR EVANS: No, we can circulate an  
21 e-mail. If everyone could check their calendars, that would be  
22 fine.

23 CHAIR DAVIS: All right.

24 We just have Commission update.

25 Commissioner Davis Johnson, you got anything you want to

1 update the Board on.

2 COMMISSIONER DAVIS JOHNSON: Just to clarify, did he say he  
3 wanted to start the meeting earlier on the 20th?

4 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, that was my  
5 request.

6 COMMISSIONER DAVIS JOHNSON: Okay. I'll look at my  
7 schedule on that.

8 But no other comments other than wanting to wish everyone a  
9 happy holiday.

10 CHAIR DAVIS: Thank you. Thank you. Happy holidays to you  
11 too.

12 Commissioner Pardo.

13 COMMISSIONER PARDO: All right. Well, I'm not going to  
14 wish everyone a happy holiday because we still have two meetings  
15 next week; we have Utility and City Council. For whatever  
16 reason.

17 I would like to thank the residents and the businesses that  
18 came out to the toy drive two weeks ago. We were able to raise  
19 a lot of money and a substantial amount of toys.

20 And for the residents, if you signed up for the toy drive,  
21 we'll be distributing the toys next Tuesday. You can call my  
22 office at 561-845-3683 and we'll let you know where to pick your  
23 packages up.

24 And with that, that's all I have. Thank you.

25 CHAIR DAVIS: Commissioner Hubbard.

1           COMMISSIONER HUBBARD: Yes. I just want to reiterate that  
2 I would like for Mr. Evans to send a letter to the Board stating  
3 that on tonight we voted to oppose Mr. Brown as a member or a  
4 non-member manager of the CDE Event Center LLC; and that we  
5 would like to sit down and have a meeting with them. And also  
6 that Mr. Haygood and Mr. Evans would find out for us about our  
7 options as far as getting control of the CDE. Because it seems  
8 like every time we get to a point where we think we have done  
9 this, we're thrown another curve as to what our authority is.

10           Mr. Haygood pointed out that to appoint a manager, that is  
11 something that the CDE Board does and you don't have to be a  
12 member.

13           Now what we're asking that board to do is to remove  
14 Mr. Brown as a manager. We're asking them to remove him as a  
15 manager and to inform them that we have opposed their  
16 nomination.

17           And in this resolution I really want it to state that that  
18 board stated that if we did not confirm their appointment, they  
19 would not move further with their appointment. And we did  
20 oppose it so we expect them to, you know, live up to what they  
21 said. And I really would like to have them -- have us meet so  
22 that we can get this cleared up. Because I think this is just  
23 about as hilarious as the past election, that we are going --  
24 not the municipal election. The presidential election --

25           COMMISSIONER PARDO: We're making America great again.

1 COMMISSIONER HUBBARD: We're making America great again.

2 You know how America was made great in the first place. So  
3 we don't want to do that again. So let's be real clear, we  
4 don't want to do that.

5 But we do not want to -- we don't want to have this. We  
6 shouldn't be having this conversation. We have staff, we have  
7 an attorney, we have an executive director. My thing is, make  
8 it happen. Just make it happen.

9 CHAIR DAVIS: Thank you.

10 Vice-Chair.

11 VICE-CHAIR MILLER-ANDERSON: No, I don't have any comments  
12 at this time. Thanks.

13 CHAIR DAVIS: Really quick. I want to just give an update  
14 on -- I went to the -- we had a Florida League of Cities  
15 conference. And in my committee we did the growth management.  
16 We talked about the two issues that we're going to support: One  
17 was home rule and how we're going to conduct impact, assess  
18 impact fees from the local government. And home rule on how  
19 CRAs are really designed to do economic development across the  
20 cities, and making sure they're doing what they supposed to as  
21 far as housing. And that's one of the issues that they're  
22 really driving, affordable housing across CRAs across the state  
23 of Florida.

24 Number two, I just want to state to Commissioner Hubbard  
25 that earlier, you know, we had a little rough start, but I just

1 want to make sure that we can work well together to improve  
2 upon our meeting. It was nothing personal. So it went too far,  
3 at least from my standpoint. And I can assess that. And that  
4 we can do better to get to where we need to go. But I want to  
5 say that publically to you. Okay?

6 COMMISSIONER HUBBARD: I too would like to say that to you.  
7 I think we, you know, got a little passionate and overzealous in  
8 our conversation. And I do apologize for our rough  
9 conversation.

10 CHAIR DAVIS: I would hug you but I might hurt your back.

11 But -- this on a good note. Thank you for the  
12 presentation, young lady, for coming before the Board.

13 Everyone drive safe home tonight. And who's cooking?  
14 Somebody cooking now.

15 Do we have a motion to adjourn the meeting? Do we have a  
16 motion to adjourn the meeting? Do we have a motion to adjourn  
17 the meeting?

18 Oh. Do we have a report from Haygood?

19 MR. HAYGOOD: I have nothing.

20 CHAIR DAVIS: He has nothing.

21 Can we have motion to adjourn the meeting?

22 VICE-CHAIR MILLER-ANDERSON: So moved.

23 CHAIR DAVIS: Thank you.

24 (Proceedings concluded at 8:43 p.m.)

25



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C E R T I F I C A T E

1

2

3 THE STATE OF FLORIDA )

)

4 COUNTY OF PALM BEACH )

)

5

6 I, Claudia Price Witters, Registered Professional Reporter,  
7 certify that I was authorized to and did report the foregoing  
8 proceedings at the time and place herein stated, and that the  
9 foregoing is a true and correct transcription of my stenotype  
10 notes taken during said proceedings.

11           IN WITNESS WHEREOF, I have hereunto set my hand this 20th  
12   day of December, 2016.

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CLAUDIA PRICE WITTERS  
Registered Professional Reporter



## ADJOURNMENT

The CRA Regular Meeting was adjourned at 8:43 P.M. The minutes were approved by the

Board of Commissioners on \_\_\_\_\_.

---

Terence Davis, Chairperson

---

Interim Executive Director Scott Evans

/cw  
Florida Court Reporting

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

---

**Subject:** MONTHLY VENDOR INVOICES

---

**Recommendation/Motion:** APPROVE

---

<b>Originating Dept</b>	FINANCE	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
--_FORM_--_01-11-17_MTG_Invoices_-2.pdf	REVISED MEMO	1/11/2017	Cover Memo
A___Assoc_#11112016_to_12092016_\$4_032.pdf	A & ASSOCIATES	1/5/2017	Cover Memo
Constant_Computing_#101004__07___08_\$2_788.75.pdf	CONSTANT COMPUTING	1/5/2017	Cover Memo
FL_Court_Reporting_#170862_\$720.pdf	FLORIDA COURT REPORTING	1/5/2017	Cover Memo
FL_Fishing_#1216_\$2500.pdf	FLORIDA FISHING ACADEMY	1/5/2017	Cover Memo
Michael_Haygood_#NC88___#NC_89_\$6_784.pdf	J MICHAEL HAYGOOD	1/5/2017	Cover Memo
Langton_#016_\$5_000.pdf	LANGTON ASSOCIATES	1/5/2017	Cover Memo
Pittman_#2016-322_\$5_000.pdf	PITTMAN LAW GROUP	1/5/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
CRA	Hatcher, Darlene	Approved	1/5/2017 - 9:59 AM
Purchasing	Mealy, Dean	Approved	1/5/2017 - 10:21 AM
CRA Internal Review	Evans, Scott	Approved	1/5/2017 - 1:21 PM

**Riviera Beach Community Redevelopment Agency**  
**CONSULTANT/VENDOR INVOICES FOR BOARD APPROVAL AT THE JANUARY 11, 2017 MEETING**

1/11/2017

ITEM #	VENDOR NAME	EXPIRES	RES #, DATE	INVOICE #	AMOUNT	SUBTOTAL
<b>1</b>	A & Associates	8/14/2017	2016-17; 9-19-16	MVRA-11112016	\$115.20	
	\$80,000			MVRA-11182016	\$1,310.40	
				MVRA-12022016	\$1,296.00	
				MVRA-12092016	\$1,310.40	
						\$4,032.00
<b>2</b>	Constant Computing	9/30/2017	2016-10; 6-8-16	101004	\$661.25	
	\$60,000 for FYE2017			101007	\$431.25	
				101008	\$1,696.25	
						\$2,788.75
<b>3</b>	Florida Court Reporting	10/29/2017	2015-33; 9-9-15	170862	\$720.00	\$720.00
	\$15,000 per Calendar Year					
<b>4</b>	Florida Fishing Academy	11/11/2017	2016-19; 10-26-16	1216	\$2,500.00	\$2,500.00
	\$30,000/yr					
<b>5</b>	J. Michael Haygood	N/A	N/A	NC-88	\$5,909.50	
	N/A			NC-89	\$874.50	
						\$6,784.00
<b>6</b>	Langton Associates	8/31/2017	2015-29; 8-26-15		\$5,000.00	\$5,000.00
	\$60,000/yr					
<b>7</b>	Pittman Law Group	12/31/2016	2015-45; 12-9-2015	2016-322	\$5,000.00	\$5,000.00
	\$60,000/yr					

**TOTAL OF ALL INVOICES****\$26,824.75****\$26,824.75**

# Riviera Beach CRA Payment Authorization Checklist

Vendor Name: A & Assoc

Control No.: Res # 103-15 Invoice No.: MURA <sup>11-11-2016</sup> <sup>12-02-2016</sup>  
<sup>11-18-2016</sup> <sup>12-09-2016</sup>

Invoice Date: 12-09-2016 Payment Amount: \$ 4032.00

Project Supervisor/Responsible Official: Red McLeod

	Reviewed/Approval by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>BM</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>BM</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	<u>BM</u>
<input type="checkbox"/> If final payment, have all deliverables been received ?	
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	<u>Σ</u>
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>BM</u>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>BM</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>Σ</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

 Date: 1/4/2017  
 Approving Authority

☒ Payment approved by the Board of Commissioners by Motion No. 2016-17 or the  
 Consent Agenda, at its meeting on 9-19-16. (If applicable)

SUB-TOTAL:	\$ 115.20
PAYMENT:	\$ -
GRAND TOTAL:	\$ 115.20

SUB-TOTAL:	\$ 1,310.40
PAYMENT:	\$ -
GRAND TOTAL:	\$ 1,310.40







SUB-TOTAL:	\$ 1,296.00
PAYMENT:	\$ -
GRAND TOTAL:	\$ 1,296.00

SUB-TOTAL:	\$ 1,310.40
PAYMENT:	\$ -
GRAND TOTAL:	\$ 1,310.40

**Riviera Beach CRA**  
**Payment Authorization Checklist**

Vendor Name: CONSTANT Computing  
Control No.: Res No. 2016-10 Invoice No.: 101004, 101007, 101008  
Invoice Date: 12-31-16 Payment Amount: \$ 2788.75  
Project Supervisor/Responsible Official: Darlene Hatcher

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>N/A</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>N/A</u>
<input type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>N/A</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>2</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

  
\_\_\_\_\_  
Approving Authority

Date: 1-4-2017

<input type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>2016-10</u> or the Consent Agenda, at its meeting on <u>6-8-16</u> . (If applicable)
---

Constant Computing  
1007 N Federal Hwy #2  
Fort Lauderdale, FL 33304  
(954)683-9711  
invoices@constantcomputing.com  
www.constantcomputing.com

# INVOICE

**BILL TO**

Riviera Beach CRA Event  
Center

**INVOICE #** 101007  
**DATE** 12/31/2016  
**DUE DATE** 01/15/2017  
**TERMS** Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/06/2016	<b>Business Rate</b> Troubleshoot/resolve user issues, coordinate with third party vendor.	0.50	115.00	57.50
12/21/2016	<b>Business Rate</b> Remote support, troubleshoot/resolve user issues.	0.25	115.00	28.75
12/31/2016	<b>Monitoring</b> Advanced Network Monitoring & Inventory	1	115.00	115.00
12/31/2016	<b>Patch Management</b> Remote support, install updates/security patches/fixes to physical and virtual servers.	1	115.00	115.00
12/31/2016	<b>Patch Management</b> Remote support, install updates/security patches/fixes to workstations.	1	115.00	115.00

BALANCE DUE

**\$431.25**

Constant Computing  
1007 N Federal Hwy #2  
Fort Lauderdale, FL 33304  
(954)683-9711  
invoices@constantcomputing.com  
www.constantcomputing.com

# INVOICE

**BILL TO**

Riviera Beach Community  
Redevelopment Agency  
2001 Broadway  
Suite 300  
Riviera Beach, FL 33404

**INVOICE #** 101008  
**DATE** 12/31/2016  
**DUE DATE** 01/15/2017  
**TERMS** Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/08/2016	<b>Business Rate</b> Remote support, troubleshoot user issues, resolve browser issues, perform basic cleanup, evaluate performance/malware issues, consultation.	1.75	115.00	201.25
12/09/2016	<b>Business Rate</b> Troubleshoot/resolve consultant issues, remove malware/viruses from laptop, perform system tuneup/cleanup, download/install print drivers, setup print ID, download/Install MS office, download/install QB, troubleshoot/resolve QB install issues, manage server data, free up server storage space, expand VHD, Move workstations, backup/transfer user data, import user data, create new user account, setup user profile, restrict access, configure permissions.	6	115.00	690.00
12/15/2016	<b>Business Rate</b> Remote support, troubleshoot/resolve user issues, consultation.	0.25	115.00	28.75
12/19/2016	<b>Business Rate</b> Troubleshoot/resolve dead workstation, repair MS Office, troubleshoot/resolve user issues.	1	115.00	115.00
12/22/2016	<b>Business Rate</b> Remote support, activate Bitdefender license.	0.25	115.00	28.75
12/23/2016	<b>Business Rate</b> Remote support, troubleshoot/resolve QB issues.	0.25	115.00	28.75

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/27/2016	<b>Business Rate</b> Remote support, troubleshoot/resolve stalled virtual workstation, assist remote consultant.	0.50	115.00	57.50
12/28/2016	<b>Business Rate</b> Remote support, consultation, research system specs, find required adapter.	0.25	115.00	28.75
12/31/2016	<b>Monitoring</b> Advanced Network Monitoring & Inventory	1	115.00	115.00
12/31/2016	<b>Patch Management</b> Remote support, install updates/security patches/fixes to physical and virtual servers.	2	115.00	230.00
12/31/2016	<b>Patch Management</b> Remote support, install updates/security patches/fixes to workstations.	1.50	115.00	172.50

---

BALANCE DUE

**\$1,696.25**

Constant Computing  
 1007 N Federal Hwy #2  
 Fort Lauderdale, FL 33304  
 (954)683-9711  
 invoices@constantcomputing.com  
 www.constantcomputing.com

## INVOICE

### BILL TO

Roderick McLeod  
 Riviera Beach CRA - Clean &  
 Safe  
 1229 East Blue Heron Blvd  
 Riviera Beach, FL 33404

INVOICE # 101004

DATE 12/31/2016

DUE DATE 01/15/2017

TERMS Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/06/2016	<b>Business Rate</b> Setup iPads, create apple account, update iPads, create new user, create new mailbox, install apps, setup email accounts on mobile devices, test/verify functionality, review collaboration process, instruct on usage, customize settings, modify content filter.	2.75	115.00	316.25
12/31/2016	<b>Monitoring</b> Advanced Network Monitoring & Inventory	1	115.00	115.00
12/31/2016	<b>Patch Management</b> Remote support, install updates/security patches/fixes to physical and virtual servers.	1	115.00	115.00
12/31/2016	<b>Patch Management</b> Remote support, install updates/security patches/fixes to workstations.	1	115.00	115.00

BALANCE DUE

**\$661.25**




Riviera Beach CRA  
Payment Authorization Checklist

Vendor Name: Florida Court Reporting  
Control No.: Pro. No. 2015-33 Invoice No.: 170862  
Invoice Date: 12/21/16 Payment Amount: \$ 720.00  
Project Supervisor/Responsible Official: Darlene Hatcher

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	DH
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	DH
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	DH
<input type="checkbox"/> If final payment, have all deliverables been received ?	N/A
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	DH
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	N/A
<input type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	N/A
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	g

The invoice and supporting documentation have been reviewed and it is approved for payment.

  
\_\_\_\_\_  
Approving Authority

Date: 1-4-2017

☐ Payment approved by the Board of Commissioners by Motion No. 2015-33 or the Consent Agenda, at its meeting on 9-9-15. (If applicable)



# INVOICE

Florida Court Reporting  
2161 Palm Beach Lakes Blvd.  
Suite 302  
West Palm Beach FL 33409  
Phone: 561-689-0999 Fax:

Invoice No.	Invoice Date	Job No.
170862	12/21/2016	122145
Job Date	Case No.	
12/14/2016		
Case Name		
Riviera Beach Community Redevelopment Agency		
Payment Terms		
Due upon receipt		

Scott Evans, Executive Director  
Riviera Beach Community Redevelopment Agency  
2001 Broadway  
Suite 300  
Riviera Beach FL 33404

Original transcript of:

12-14-16 CRA board meeting

120.00 Pages @ 6.00 720.00

**TOTAL DUE >>> \$720.00**

We appreciate your business!

Past due balance in excess of 30 days shall bear interest at the maximum rate allowable by law. Client agrees to pay all costs of collection, including attorney's fees.

Tax ID: 65-0466508

Phone: 561-844-3408 Fax: 561-881-8043

*Please detach bottom portion and return with payment.*

Scott Evans, Executive Director  
Riviera Beach Community Redevelopment Agency  
2001 Broadway  
Suite 300  
Riviera Beach FL 33404

Job No. : 122145 BU ID : WPB  
Case No. :  
Case Name : Riviera Beach Community Redevelopment Agency  
Invoice No. : 170862 Invoice Date : 12/21/2016  
**Total Due : \$720.00**

Remit To: **Florida Court Reporting**  
**2161 Palm Beach Lakes Blvd.**  
**Suite 302**  
**West Palm Beach FL 33409**

**PAYMENT WITH CREDIT CARD**



Cardholder's Name: \_\_\_\_\_  
Card Number: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Card Security Code: \_\_\_\_\_  
Amount to Charge: \_\_\_\_\_  
Cardholder's Signature: \_\_\_\_\_  
Email: \_\_\_\_\_

# Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Florida Fishing Academy  
 Control No.: 201019 Invoice No.: 1216  
 Invoice Date: 12/23/16 Payment Amount: \$ 2,500-  
 Project Supervisor/Responsible Official: Donnetta Jenkins

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>AS</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>AS</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	<u>AS</u>
<input type="checkbox"/> If final payment, have all deliverables been received ?	
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	<u>AS</u>
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>AS</u>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>AS</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>AS</u>

PLEASE  
SEE  
ATTACH

The invoice and supporting documentation have been reviewed and it is approved for payment.

[Signature]  
 Approving Authority

Date: 1-4-2017

☐ Payment approved by the Board of Commissioners by Motion No. 2016-19 or the Consent Agenda, at its meeting on 10-26-16. (If applicable)



# INVOICE

Florida Fishing Academy  
7067 Peninsula Court  
Lake Worth, Fla. 33467  
Phone (561) 740-7227 Fax (561) 963-2773

**INVOICE # 1216**  
**Date: December 23, 2016**

**TO:**  
Riviera Beach Community Redevelopment Agency  
2001 Broadway #300  
Riviera Beach, FL 33404  
Ph. 561-844-3408, Fax 561-881-8043  
Att: Annetta Jenkins

**FOR:**  
Re: December 1, 2016 to December 31, 2016

DESCRIPTION	Service Dates	AMOUNT DUE
Services rendered  Note: Refer to Monthly Report	Re: December 1, 2016 to December 31, 2016	\$2,500
		\$2,500

**Class Overview: Please see attached report, Highlights section.**

Make all checks payable to  
**Florida Fishing Academy**

**Thank you for your business!**



ATTN: Latoya James  
 Riviera Beach CRA  
 2001 Broadway STE 300  
 Riviera Beach FL, 33404

Re: DECEMBER 1, 2016 to DECEMBER 31, 2016

	Annual Target	Current Month	November 2016 To Date
Community Events	2	0	0
Riviera Residents-Single Sessions	550	14	40
Riviera Residents-Camp	140	0	0
Non-Residents-Single Sessions	0	34	78
Non-Residents-Camp	0	0	0
Classes	55	3	5
Weeks of Camp	7	0	0
Volunteer Hours	0	0	0

#### **Highlights**

The following was provided by FFA Program Director Capt. Bob Cawood:

12/3/16

After an extremely long week of decorating the boat ready for the annual Palm Beach Holiday Boat Parade, the kids had a great evening on the boat. The students have worked extremely hard this semester and deserved this night as a reward. We provided pizza, snacks and drinks for the students. We had an amazing night of eating, dancing, and singing. It was all topped off with a 2<sup>nd</sup> place win in the parade.

12/9/16

We had our final session of the year with the Village Academy students. The focus of the class was a review followed by some science and fun fish facts. The students are now ready to start fishing. We just hope it is still a little warm in January!

#### **Challenges**

No challenges to report

#### **Volunteer Names**

Nothing new to report.

#### **Community Partners**

Seagull Academy

#### **Compliance**

Nothing new to report.

#### **Innovation and News**

Nothing new to report.

#### **Pictures**





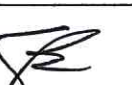





Thank you,  
*Captain Richard Brochu*  
 Executive Director  
 Florida Fishing Academy, Inc.  
 7067 Peninsula Court  
 Lake Worth, FL 33467  
 561-740-7227

# Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Michael Haygood  
 Control No.: NA Invoice No.: NC 88; NC 89  
 Invoice Date: 1-3-17 Payment Amount: \$ 6784.00  
 Project Supervisor/Responsible Official: Scott Evans

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>N/A</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>N/A</u>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	

The invoice and supporting documentation have been reviewed and it is approved for payment.

  
 Approving Authority

Date: 1-4-2017

<input type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>NA</u> or the Consent Agenda, at its meeting on <u>NA</u> . (If applicable)
--



**J. MICHAEL HAYGOOD, P.A.** | ATTORNEY AT LAW  
701 NORTHPOINT PARKWAY, SUITE 209  
WEST PALM BEACH, FL 33407

January 3, 2017

Riviera Beach Community Redevelopment Agency  
C/O Scott Evans  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404

Re: December Invoice

Dear Mr. Evans:

Attached are the statements for legal services from December 1, 2016 through December 31, 2016, in the total amount of \$6,784.00.

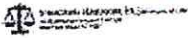
If you have any questions regarding this statement, please let me know.

Sincerely yours,

J. Michael Haygood

Enclosures





J. Michael Haygood, PA  
 701 Northpoint Parkway  
 Suite 209  
 West Palm Beach, Florida 33401  
 561-684-8311

# Statement

Invoice No: NC-88  
 Date: 1/3/17

Bill to: Riviera Beach Community Redevelopment Agency  
 Scott Evans  
 2001 Broadway  
 Suite 300  
 Riviera Beach, FL 33404

## General Administration

### Hourly Fees

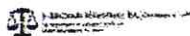
<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Time</u>	<u>Rate</u>	<u>Amount</u>
12/2/16	Document Review	J. Michael Haygood	1.1 hrs	\$265.00/Hr	\$291.50
	Review of proposed changes to proposed lease agreement with MTN and preparation of letter to MTN representative.				
12/2/16	Preparation of Response	J. Michael Haygood	0.5 hrs	\$265.00/Hr	\$132.50
	Review of email from Scott Evans re: ICYG.				
12/6/16	Document Preparation	J. Michael Haygood	3.1 hrs	\$265.00/Hr	\$821.50
	Research and preparation of memorandum to CRA Board re: CDE.				
12/7/16	Document Review	J. Michael Haygood	1.3 hrs	\$265.00/Hr	\$344.50
	Review of proposed agreement with Arnold Broussard.				
12/8/16	Document Review	J. Michael Haygood	1.7 hrs	\$265.00/Hr	\$450.50
	Review of CRA office lease.				
12/14/16	Document Review	J. Michael	0.7 hrs	\$265.00/Hr	\$185.50



<i>Haygood</i>					
<i>Review of Notice of Claim for Event Center.</i>					
12/14/16	Document Review	J. Michael Haygood	0.7 hrs	\$265.00/HR	\$185.50
<i>Review of emails from Tony Brown and responses thereto.</i>					
12/14/16	Meeting	J. Michael Haygood	2.7 hrs	\$265.00/HR	\$715.50
<i>Attendance at CRA meeting.</i>					
12/14/16	Telephone Conference	J. Michael Haygood	0.7 hrs	\$265.00/HR	\$185.50
<i>Telephone conference with Arnold Broussard.</i>					
12/14/16	Document Preparation	J. Michael Haygood	2.5 hrs	\$265.00/HR	\$662.50
<i>Preparation of email to Joilnda Herring and review of federal regulations re: CDE and joint control.</i>					
12/15/16	Document Review	J. Michael Haygood	1.4 hrs	\$265.00/HR	\$371.00
<i>Review of proposed RFP for marina District Landscape Services.</i>					
12/16/16	New Task	J. Michael Haygood	1.1 hrs	\$265.00/HR	\$291.50
<i>Review of Event Center LLC operating Agreement.</i>					
12/16/16	Document Review	J. Michael Haygood	0.8 hrs	\$265.00/HR	\$212.00
<i>Review of Request for documents from Inspector General.</i>					
12/16/16	Document Review	J. Michael Haygood	1.2 hrs	\$265.00/HR	\$318.00
<i>Review of proposed agreement with Dana Nottingham.</i>					
12/28/16	Preparation of Response	J. Michael Haygood	2.3 hrs	\$265.00/HR	\$609.50
<i>Research and preparation of response to OIG request for information.</i>					
12/29/16	Preparation of Response	J. Michael Haygood	0.5 hrs	\$265.00/HR	\$132.50
<i>Preparation of response to Scott Evans re: use of LLC funds.</i>					
<b>Hourly Fees Total</b>			<b>22.3 hrs</b>		<b>\$5,909.50</b>

---

**Balance: \$5,909.50**



J. Michael Haygood, PA  
 701 Northpoint Parkway  
 Suite 209  
 West Palm Beach, Florida 33401  
 561-684-8311

# Statement

Invoice No: NC-89  
 Date: 1/3/17

Bill to: Riviera Beach Community Redevelopment Agency  
 Scott Evans  
 2001 Broadway  
 Suite 300  
 Riviera Beach, FL 33404

## Marina Development (Misc)

### Hourly Fees

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Time</u>	<u>Rate</u>	<u>Amount</u>
11/14/16	Document Review	J. Michael Haygood	0.4 hrs	\$265.00/Hr	\$106.00
	Review of proposed memorandum to Lessee of restaurant re: tenant allowances.				
11/16/16	Document Review	J. Michael Haygood	1.2 hrs	\$265.00/Hr	\$318.00
	Review of title report. Preparation of email to Jim Wells re: status of construction lien.				
12/6/16	Document Preparation	J. Michael Haygood	1.7 hrs	\$265.00/Hr	\$450.50
	Preparation of First Amendment to Restaurant Lease and preparation of resolution authorizing execution.				
<b>Hourly Fees Total</b>			<b>3.3 hrs</b>		<b>\$874.50</b>

**Balance: \$874.50**

**Riviera Beach CRA  
Payment Authorization Checklist**

Vendor Name: Lanigan DSSO.  
Control No.: \_\_\_\_\_ Invoice No.: 0110  
Invoice Date: 12/20/16 Payment Amount: \$ 5000  
Project Supervisor/Responsible Official: Annette Jenkins

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	AP
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	AP
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	AP
<input type="checkbox"/> If final payment, have all deliverables been received ?	N/A
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	AP
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	AP
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	AP
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	ES

The invoice and supporting documentation have been reviewed and it is approved for payment.

  
\_\_\_\_\_  
Approving Authority

Date: 1-4, 2017

<input type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>2015-29</u> or the Consent Agenda, at its meeting on <u>8-26-15</u> . (If applicable)
--





December 28, 2016

Invoice #: 016

Riviera Beach CRA  
Scott Evans, Interim Executive Director  
2001 Broadway, Suite 300  
Riviera Beach, Florida 33404

RE: Continuing Services Agreement (RFQ 469-14)

Professional fee for grant consulting services rendered to Riviera Beach CRA for December 2016.

Amount due: \$5,000.00

Please remit upon receipt to:  
Langton Associates, Inc. (FID #: 59-2247694)  
4830 Atlantic Boulevard  
Jacksonville, Florida 32207

Thank you

Heather Pullen  
Office Manager



Langton  
CONSULTING



## Riviera Beach CRA Grant Writing Report

<b>Month: December 2016</b>	
Grants Awarded	<ul style="list-style-type: none"><li>Allegany Franciscan Ministries- <b>\$10,000</b> for Riviera Beach Heights Community Garden Expansion Program</li></ul>
Grant Opportunity Research	<ul style="list-style-type: none"><li>AmeriCorps FY 2017 funding for Clean and Safe Expansion- continued research and development. <b>Null</b></li></ul>
Technical Assistance	<ul style="list-style-type: none"><li>Still waiting for next steps from Palm Tran.</li></ul>
Meetings with staff, others	<ul style="list-style-type: none"><li>December 20<sup>th</sup> - Attended webinar on AHP from FHLB-ATL Application process</li><li>December 20/21- Discussed AFM award and next steps in completing online reporting</li></ul>
Grants in Progress	<ul style="list-style-type: none"><li>Affordable Housing Program from FHLB-ATL for Bougainvillea Court<ul style="list-style-type: none"><li><b>January 2017</b></li></ul></li><li>CED-Healthy Food Financing Initiative for the Riviera Beach Public Market<ul style="list-style-type: none"><li><b>Due April 28, 2017</b></li></ul></li></ul>

**Riviera Beach CRA**  
**Payment Authorization Checklist**

Vendor Name: Pittman Law Group


Control No.: Ac No. 2015-45 Invoice No.: 2016-322

Invoice Date: 11/1/16 Payment Amount: \$ 5,000.00

Project Supervisor/Responsible Official: Annetta Jenkins / Darlene Hatcher

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>ASH</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>ASH</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	<u>ASH</u>
<input checked="" type="checkbox"/> If final payment, have all deliverables been received ?	<u>ASH</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	<u>ASH</u>
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>ASH</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>3</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

  
\_\_\_\_\_  
Approving Authority

Date: 1-4-2017

<input type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>2015-45</u> or the Consent Agenda, at its meeting on <u>12-9-15</u> . (If applicable)
--

PITTMAN LAW GROUP, P.L.  
Wilhelmina Square  
1028 East Park Avenue  
Tallahassee, Florida 32301

## Invoice

Date	Invoice #
11/1/2016	2016-322

Bill To
Riviera Beach CRA Attn: Annetta Jenkins

Due Date	Due Upon Receipt
11/30/2016	

Item	Description	Amount
Professional Services	Governmental Consulting for November 2016	5,000.00
<b>Total</b>		\$5,000.00

[www.pittman-law.com](http://www.pittman-law.com)

Phone: 850.216.1002 Fax: 850.224.7477

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

---

**Subject:** WEITZ PAY APP NO. 25

---

**Recommendation/Motion:** APPROVAL

---

<b>Originating Dept</b>	FINANCE	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:



Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Weitz_Pay_App_#_25_Memo.pdf	Cover Memo Weitz Pay App #25	1/4/2017	Cover Memo
Weitz_RBM_Pay_App_25_12-16_-_Everything_But_MEC.pdf	Weitz Pay App #25	1/4/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	1/4/2017 - 5:17 PM
Purchasing	Mealy, Dean	Approved	1/4/2017 - 5:44 PM
CRA Internal Review	Evans, Scott	Approved	1/4/2017 - 5:51 PM



# RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043  
Website: www.rbcra.com

## MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, Florida

**FROM:**  Scott Evans, Interim Executive Director, Riviera Beach CRA

**DATE:** January 3, 2017

**SUBJECT:** Approval of Pay Application #25 for \$49,203.64

### Request for Board Approval

Staff recommends the CRA Board's approval of **Pay Application #25 for \$49,203.64** for the period ending **December 31, 2016**. As denoted in the AIA Document G702 (refer to Column G on page eight of the report), the bulk of expenses are associated with signage and completing the project.

### UPLANDS DEVELOPMENT (ALL EXCEPT MEC)

Pay #	Period	Draw Request	Total Amount Retained	Contract Sum	Balance to Finish	Previous Payments	% Complete
25	12/31/2016	\$49,203.64	\$42,619.34	\$18,116,191.12	\$262,189.24	\$17,804,798.24	99%

### Marina Event Center (MEC)

Construction funding for the MEC is managed separately in escrow accounts controlled by Key Bank, as a result of a New Markets Tax Credit loan approved in association with HEDC, an affiliate of the National Development Council. *As of 10/31/2016, total costs of \$7,689,187.61 have been submitted against the MEC's original GMP budget of \$7,696,824.11, the MEC is 100% completed.* The financial reports and construction status for the MEC will be highlighted in Gilbane's monthly report to the Board.

### **GMP Maximum Price: Change Order & Direct Purchase Order Update**

The CRA Board approved the Guaranteed Maximum Price (GMP) contract amendment by Resolution 2014-34; for the total Marina Project (Site work, Infrastructure, & Event Center) on June 25, 2014, for \$25,932,979.00. A complete description of project costs and change order approvals is highlighted in Section 3 of the Gilbane-CSI-RDBG Owners Representative Report. The CRA has completed Direct Purchase Orders for the entire project in the amount of \$3,031,361.81 accounting for a total tax savings of approximately \$181,881.71.

### **Explanation of AIA Document G702 & G703 – Upland Development (All Except the MEC):**

The Document G702 is referred to as the Pay Application and includes a description of work that tracks the Guaranteed Maximum Price (GMP) costs to a schedule of values. The report has been altered to allow the CRA to apply the costs to the appropriate funding sources (Key Bank – for the Event Center), CRA, City, and the Utility District). The Pay Application shows what's been spent, compared to the budget and the balance of funds remaining. Please refer to Exhibit A for review.

1. Each Pay Application, usually every month, Gilbane & Song certify the information and completed work represented by the Weitz JV Pay App and the payment that should be made – see signatures on page one.
2. Total Contract Sum (page one) will show Original Contract amount and any net change orders that may have affected the Original Contract Sum. At Line Item #2, the Board can see the total effect of direct purchase & change orders and be aware of cost overages that will increase the total Contract Sum. The total site and infrastructure budget at *December 31, 2016 of \$18,116,191.12 includes a net deduction of \$172,249.88 for change orders and direct purchase orders by the CRA for the Infrastructure and Site Work, accounting for a total tax savings of approximately \$116,623.88.* This amount excludes funds outside of the GMP, controlled by the CRA to fund change orders not included in the budget.
3. At Line Item #9, the report shows the Balance to Finish. The percent of work completed for each task or scheduled value is shown between columns G & H (see page eight of the Pay Application – Document G703). *The project is approximately 99% complete.*

**EXHIBIT A**  
**APPLICATION AND CERTIFICATE FOR PAYMENT**  
**AIA DOCUMENT G702**

## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

**TO OWNER:**  
 Riviera Beach Community Redevelopment Agency  
 2001 Broadway, Suite 300  
 Riviera Beach, FL 33404  
**FROM CONTRACTOR:**  
 Weitz-DSC-CSS JV  
 1720 Centrepark Dr, East  
 West Palm Beach FL 33401  
**CONTRACT FOR:** Marina District Redevelopment Project

**PROJECT:** Marina District Redevelopment  
**Everything but MEC BLDG**  
 200 E 13th Street  
 Riviera Beach, FL 33404  
**VIA ARCHITECT:** Song + Associates  
 400 Australian Ave. South  
 6th floor  
 West Palm Beach, FL 33401

**APPLICATION NO:** 25  
**PERIOD TO:** 12/31/2016  
**PROJECT NO:** F115300  
**CONTRACT DATE:** 11/5/2013

**Distribution to:**  

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

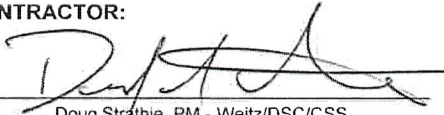
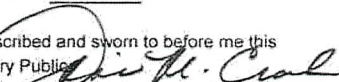
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 18,288,441.00
2. Net Change by Change Orders .....	\$ (172,249.88)
3. CONTRACT SUM TO DATE (Line 1+/-2) .....	\$ 18,116,191.12
4. TOTAL COMPLETED & STORED TO DATE .....	\$ 17,896,621.22
(Column G on G703)	
5. RETAINAGE:	
a. <u>5</u> % of Completed Work .....	\$ 42,619.34
(Column D + E on G703)	
b. <u>  </u> % of Stored Material .....	\$ -
(Column F on G703)	
Total Retainage (Lines 5a + 5b or	
Total in Column I of G703) .....	\$ 42,619.34
6. TOTAL EARNED LESS RETAINAGE .....	\$ 17,854,001.88
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 17,804,798.24
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 49,203.64
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$ 262,189.24
(Line 3 Less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$ 2,167,145.00	\$ (2,426,113.06)
Total approved this Month:	\$ 86,718.18	
TOTALS:	\$ 2,253,863.18	\$ (2,426,113.06)
NET CHANGES by Change Order:	\$ (172,249.88)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

### CONTRACTOR:

By:  Date: 12/29/16  
 Doug Strathie, PM - Weitz/DSC/CSS  
 State of: Florida County of: Palm Beach  
 Subscribed and sworn to before me this 29<sup>th</sup> day of December, 2016  
 Notary Public:   
 My Commission expires: 3/15/19  
 DIANE M. CROOK  
 NOTARY PUBLIC  
 STATE OF FLORIDA

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....\$ 49,203.64

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
 By:  Date: 12/29/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 25  
APPLICATION DATE: 12/29/2016  
PERIOD TO: 12/31/2016  
PROJECT NO.: F115300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	BUYOUT ADJUSTMENTS	CHANGE ORDERS JV #23	REVISED SCHEDULED VALUE	D WORK COMPLETED		F STORED MATERIALS	G TOTAL COMPLETED AND STORED TO DATE	%	H BALANCE TO FINISH (C - G)	I RETAINAGE
						PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>Bicentennial Park</b>											
01A	General Conditions (28.75%)	355,923.00			387,123.00	387,123.00			387,123.00	100%	-	-
01B	Site Services - Site Security	32,400.00	(32,400.00)		-	-			-		-	-
	Best Protection Services/A & Associates	-	32,400.00		32,400.00	32,400.00			32,400.00	100%	-	-
01B	Site Services - Flagman & Gate control	29,157.00	(29,157.00)		-	-			-		-	-
	Weitz	-	23,334.55		23,334.55	23,334.55			23,334.55	100%	-	-
01B	Site Services - Surveying	9,000.00	(9,000.00)		-	-			-		-	-
	Keith & Associates	-	19,050.50		19,050.50	19,050.50			19,050.50	100%	-	-
01B	Site Services - Quality Control	-	-		-	-			-		-	-
01B	Site Services - Testing Services	8,750.00	(8,750.00)		-	-			-		-	-
	ECS of Florida	-	19,451.00		19,451.00	19,451.00			19,451.00	100%	-	-
01B	Site Services - Aerial Photography	600.00	(600.00)		-	-			-		-	-
	Aerial Photography	-	169.64		169.64	169.64			169.64	100%	-	-
01E	Misc. Job Services	10,432.00	-		10,432.00	10,432.00			10,432.00	100%	-	-
01E	Misc. Job Services - Warranty Reserve	10,432.00	-		10,432.00	10,432.00			10,432.00	100%	-	-
01G	Tax Savings (Allowance)	(30,054.00)			(30,054.00)	(30,054.00)			(30,054.00)	100%	-	-
02A	Building Demolition	7,620.00	(7,620.00)		-	-			-		-	-
	BG Group	-	-		8,964.00	8,964.00			8,964.00		-	-
03A	Concrete	248,702.49	(248,702.49)		0.00	-			-		0.00	-
	Trinity Management	-	201,146.00		201,146.00	201,146.00			201,146.00	100%	-	-
03B	Precast Concrete Structure	19,555.00	(19,555.00)		-	-			-		-	-
	Pre Cast Specialties Inc	-	19,555.00		20,105.00	20,105.00			20,105.00	100%	-	-
04A	Masonry & Cast Stone	249,482.00	(249,482.00)		-	-			-		-	-
	Trinity Management	-	9,660.00		10,595.55	10,595.55			10,595.55	100%	-	-
	Southern States Masonry	-	193,038.00		193,038.00	193,038.00			193,038.00	100%	-	-
	Premier Stoneworks	-	42,366.00		42,366.00	42,366.00			42,366.00	100%	-	-
05A	Structural Steel	300,000.00	(300,000.00)		-	-			-		-	-
	Eagle Metals	-	380,182.20		380,182.20	380,182.20			380,182.20	100%	-	-
05C	Misc. Metals	19,375.00	(19,375.00)		-	-			-		-	-
	Palm Beach Glass Specialties	-	68,418.00		68,418.00	68,418.00			68,418.00	100%	-	-
06A	Rough Carpentry & Framing	27,295.00	(27,295.00)		-	-			-		-	-
	Wells Brothers	-	35,494.00		35,494.00	35,494.00			35,494.00	100%	-	-
	Weitz	-	86,440.95	1,400.00	87,840.95	87,840.95			87,840.95	100%	-	-
06C	Wood Truss Materials	4,287.00	(4,287.00)		-	-			-		-	-
	A-1 Roof Trusses	-	3,971.00		3,971.00	3,971.00			3,971.00	100%	-	-
07E	Roofing & Paver System	66,500.00	(154,549.00)		-	-			-		-	-
	Triple M Roofing	-	163,513.00		163,513.00	163,513.00			163,513.00	100%	-	-
07F	Roof Specialties	1,500.00	(1,500.00)		-	-			-		-	-
07H	Caulking & Waterproofing	12,488.00	(12,488.00)		-	-			-		-	-
	General Caulking & Coating	-	12,488.00		14,443.00	14,443.00			14,443.00	100%	-	-
08A	Doors, Frames & Hardware	23,045.00	(23,045.00)		-	-			-		-	-



A	B	C				D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	BUYOUT ADJUSTMENTS	CHANGE ORDERS JV #23	REVISED SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION (D + E)	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH (C - G)	RETAINAGE
	Atlantic Doors & Hardware		23,045.00		23,045.00	23,045.00			23,045.00	100%	-	-
08D	Access Doors	1,450.00	(1,450.00)		-	-			-		-	-
08F	Overhead & Coiling Doors	16,081.00	(16,081.00)		-	-			-		-	-
	Door Systems		16,565.00		16,565.00	16,565.00			16,565.00	100%	-	-
08H	Storefronts & Glazing	10,520.00	(10,520.00)		-	-			-		-	-
	Palm Beach Glass Specialties	-	10,520.00		10,520.00	10,520.00			10,520.00	100%	-	-
09A	Stucco	80,110.00	(80,110.00)		-	-			-		-	-
	D&D Quality Constructors	-	80,110.00		80,110.00	80,110.00			80,110.00	100%	-	-
09C	Drywall	10,170.00	(10,170.00)		-	-			-		-	-
	D&D Quality Constructors	-	5,400.00		5,400.00	5,400.00			5,400.00	100%	-	-
09K	Painting	37,000.00	(37,000.00)		-	-			-		-	-
	Division 7		37,000.00		65,096.00	65,096.00			65,096.00	100%	-	-
10A	General Specialties	1,680.00	(1,680.00)		-	-			-		-	-
	Lotspeich Co of Florida	-	1,680.00		1,680.00	1,680.00			1,680.00	100%	-	-
10C	Louvers/Vents/Grilles	4,750.00	(4,750.00)		-	-			-		-	-
10D	Signage		-		-	-			-		-	-
10D	Site Signage Allowance - Baron	30,000.00		418.00	30,418.00	10,428.92			10,428.92	34%	19,989.08	521.45
10D	Building Signage Allowance - Baron	1,100.00			1,100.00	-			-	0%	1,100.00	
10G	Awnings & Art Mural Panels (Hoover Canvas)	50,000.00	38,500.00		88,500.00	88,500.00			88,500.00	100%	-	-
10G	Art Mural Panels Allowance	198,500.00	(132,541.52)		29,800.00	29,800.00			29,800.00	100%	-	1,490.00
	3Form		116,424.52	38,500.00	154,924.52	154,924.52			154,924.52	100%	-	-
	Eagle Metal		16,117.00		16,117.00	16,117.00			16,117.00	100%	-	-
	Painting		-		-	-			-		-	-
10L	Toilet Accessories & Partitions	46,285.00	(46,285.00)		-	-			-		-	-
	Lotspeich Co of Florida	-	46,285.00		46,285.00	46,285.00			46,285.00	100%	-	-
11C	Audio-Visual Equipment - SWA (Peerson)	(7,369.20)	7,369.20		40,691.00	40,691.00			40,691.00	100%	-	-
13E	Fountain & Water Feature	513,750.00	(513,750.00)		-	-			-		-	-
	Freeport Fountains		448,196.41		470,840.41	470,840.41			470,840.41	100%	-	10,000.00
22A	Plumbing	71,245.50	(71,245.50)		-	-			-		-	-
	Farmer & Irwin Corporation - Plumbing		71,245.50		76,621.50	76,621.50			76,621.50	100%	-	-
23A	HVAC	68,982.00	(68,982.00)		-	-			-		-	-
	Farmer & Irwin Corporation - HVAC		68,982.00		70,140.00	70,140.00			70,140.00	100%	-	-
26A	Electrical	1,431,542.21	(1,513,096.21)		(0.00)	-			-		(0.00)	-
	Malone Electric - Site Electric		1,308,569.00		1,378,988.00	1,378,988.00			1,378,988.00	100%	-	-
	Bradford Electric - Building Electric		231,090.00	1,550.00	233,220.00	233,220.00			233,220.00	100%	-	-
27A	Data/Communications	28,250.00	(35,745.80)		-	-			-		-	-
	Morse Comm		35,745.80		35,745.80	35,745.80			35,745.80	100%	-	-
28A	Security Systems & CCTV	72,250.00	(82,180.52)		-	-			-		-	-
	Morse Comm		82,180.52		82,180.52	82,180.52			82,180.52	100%	-	-
31A	Earthwork	331,250.00	(331,250.00)		-	-			-		-	-
	American Engineering & Development		293,287.00		293,287.00	293,287.00			293,287.00	100%	-	-
31A	Beach Sand Allowance		-		-	-			-		-	-
31B	Piers	41,600.00	(41,600.00)		-	-			-		-	-
	Trinity Management		33,000.00		33,000.00	33,000.00			33,000.00	100%	-	-
32B	Pavers & Site Concrete	334,064.00	(334,064.00)		-	-			-		-	-
	Homestead Paving - Site concrete		61,385.57		76,235.57	76,235.57			76,235.57	100%	-	-
	Weitz		152,551.83		152,551.83	152,551.83			152,551.83	100%	-	-

A	B	C				D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	BUYOUT ADJUSTMENTS	CHANGE ORDERS JV #23	REVISED SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH (C - G)	RETAINAGE
						PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Precise Paving - Paver Install		60,184.00		60,184.00	60,184.00			60,184.00	100%	-	-
	Oldcastle		45,645.00		45,645.00	45,645.00			45,645.00	100%	-	-
32C	Site Improvements & Furnishings	-			-	-			-		-	-
32D	Landscape	238,000.00	(238,000.00)		-	-			-		-	-
	Impact Landscaping		195,072.59		195,072.59	195,072.59			195,072.59	100%	-	-
32E	Irrigation	44,972.00	(44,972.00)		-	-			-		-	-
	Impact Landscaping	-	44,972.00		44,972.00	44,972.00			44,972.00	100%	-	-
32F	Fencing & Green Façade	-			-	-			-		-	-
33A	Site Utilities	275,000.00	(275,000.00)		-	-			-		-	-
	Pipeline Utilities	-	275,000.00		268,025.00	268,025.00			268,025.00	100%	-	-
98	Sub Bonds or Subguard	85,989.00	(7,343.34)		79,256.03	79,256.03			79,256.03	100%	-	-
					-	-			-		-	-
98	General Liability Insurance	80,642.50	(537.12)		80,642.50	80,642.50			80,642.50	100%	-	-
98	Builders Risk Insurance	14,008.00	(109.87)		14,008.00	14,008.00			14,008.00	100%	-	-
98	<b>Terrorism Insurance Allowance</b>	-			-	-			-		-	-
98	Performance Bond	62,032.00	(17,342.00)		45,109.48	45,109.48			45,109.48	100%	-	-
99	Contractor Contingency	160,099.00		5,536.55	-	-			-		-	-
99	Owner Contingency	185,000.00		(46,402.48)	-	-			-		-	-
	Construction Fee	227,599.70	(10,009.29)		219,496.57	219,496.57			219,496.57	100%	-	-
	Portion of Construction Fee from JV going towards CM Mentoring	25,288.30	(25,288.30)		-	-			-		-	-
99	Newbold Construction	-	6,322.07		6,322.07	6,322.07			6,322.07	100%	-	-
	JD Anderson Construction	-	6,322.08		6,322.08	6,322.08			6,322.08	100%	-	-
	All Site Construction	-	6,322.08		6,322.08	6,322.08			6,322.08	100%	-	-
	Vanguard Construction	-	6,322.07		6,322.07	6,322.07			6,322.07	100%	-	-
					-	-			-		-	-
<b>Total</b>	<b>Bicentennial Park</b>	<b>6,178,330.50</b>	<b>43,180.12</b>	<b>1,002.07</b>	<b>6,293,177.01</b>	<b>6,272,087.93</b>	<b>-</b>	<b>-</b>	<b>6,272,087.93</b>	<b>100%</b>	<b>21,089.08</b>	<b>12,011.45</b>
	<b>City of Riviera Beach Infrastructure</b>											
26A	<b>Electrical</b>	310,064.00	(310,064.00)		-	-			-		-	-
	Malone Electric - Site Electric		324,665.00		324,665.00	324,665.00			324,665.00	100%	-	-
31A	Earthwork	969,750.00	(969,750.00)		-	-			-		-	-
	American Engineering & Development	-	859,436.15		859,436.15	859,436.15			859,436.15	100%	-	-
	Impact Landscaping		55,000.00		55,000.00	55,000.00			55,000.00	100%	-	-
31A	<b>Beach Sand Allowance - AEDC</b>	<b>24,000.00</b>			<b>24,000.00</b>	<b>24,000.00</b>			<b>24,000.00</b>	<b>100%</b>	<b>-</b>	<b>-</b>
32A	Paving	2,011,287.00	(2,011,287.00)		-	-			-		-	-
	American Engineering & Development		1,801,856.00		1,801,856.00	1,801,856.00			1,801,856.00	100%	-	15,000.00
32B	Pavers & Walks	606,541.00	(606,541.00)		-	-			-		-	-
	Homestead Paving - Site concrete		270,150.43	47,316.30	317,466.73	317,466.73			317,466.73	100%	-	-
	Weitz		80,194.80		80,194.80	80,194.80			80,194.80	100%	-	-
	Precise Paving - Paver Install		275,330.00		275,330.00	275,330.00			275,330.00	100%	-	-
	Oldcastle - paver material		191,224.80		191,224.80	191,224.80			191,224.80	100%	-	-
32C	Site Improvements & Furnishings	400,203.00	(11,872.30)		388,330.70	388,330.70			388,330.70	100%	-	-
	Weitz self-performed		48,619.30		48,619.30	48,619.30			48,619.30	100%	-	-
33A	Site Utilities	304,712.00	(304,712.00)		-	-			-		-	-
	Pipeline Utilities	-	336,762.42		343,030.10	343,030.10			343,030.10	100%	-	-
98	Sub Bonds or Subguard	-			-	-			-		-	-



A	B	C				D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	BUYOUT ADJUSTMENTS	CHANGE ORDERS JV #23	REVISED SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION (D + E)	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH (C - G)	RETAINAGE
98	General Liability Insurance	-			-	-			-		-	-
98	Builders Risk Insurance	-			-	-			-		-	-
98	<b>Terrorism Insurance Allowance</b>	-			-	-			-		-	-
98	Performance Bond	-			-	-			-		-	-
99	Contractor Contingency	-			-	-			-		-	-
99	Owner Contingency	-			-	-			-		-	-
	Construction Fee	-			-	-			-		-	-
	Portion of Construction Fee going towards CM Mentoring	-			-	-			-		-	-
<b>Total</b>	<b>City of Riviera Beach Infrastructure</b>	<b>4,626,557.00</b>	<b>28,189.45</b>	<b>47,316.30</b>	<b>4,709,153.58</b>	<b>4,709,153.58</b>	-	-	<b>4,709,153.58</b>	100%	-	<b>15,000.00</b>
	<b>Riviera Beach Utility Dept</b>											
01A	General Conditions (3.29%)	40,782.00			83,190.88	83,190.88			83,190.88	100%	-	-
01B	Site Services - Flagman & Gate control	7,994.00	(7,994.00)		-	-			-		-	-
	Weitz	-	4,556.50		4,556.50	4,556.50			4,556.50	100%	-	-
01B	Site Services - Surveying	9,000.00	(9,000.00)		-	-			-		-	-
	Keith & Associates	-	12,437.50		12,437.50	12,437.50			12,437.50	100%	-	-
01B	Site Services - Testing Services	2,000.00	(2,000.00)		-	-			-		-	-
	ECS of Florida	-	2,000.00		2,000.00	2,000.00			2,000.00	100%	-	-
01B	Site Services - Aerial Photography	450.00	(450.00)		-	-			-		-	-
	Aerial Photography	-	73.58		73.58	73.58			73.58	100%	-	-
01E	Misc. Job Services	2,151.00			2,151.00	2,151.00			2,151.00	100%	-	-
01E	Misc. Job Services - Warranty Reserve	2,151.00			2,151.00	2,151.00			2,151.00	100%	-	-
31A	Earthwork	-			43,723.00	43,723.00			43,723.00		-	-
33A	Site Utilities - Water	347,210.00	(347,210.00)		-	-			-		-	-
	Pipeline Utilities	-	347,210.00		370,656.50	370,656.50			370,656.50	100%	-	-
33A	Site Utilities - Sewer	305,522.00	(305,522.00)		-	-			-		-	-
	Pipeline Utilities	-	305,522.00		328,245.52	328,245.52			328,245.52	100%	-	-
	<b>Allowance: Ave C Unforeseen Conditions</b>		(85,000.00)		-	-			-		-	-
	<b>Pipeline Utilities</b>		85,000.00		85,000.00	85,000.00			85,000.00	100%	-	-
98	Sub Bonds or Subguard	9,073.00			9,073.00	9,073.00			9,073.00	100%	-	-
					-	-			-		-	-
98	General Liability Insurance	8,709.00			8,709.00	8,709.00			8,709.00	100%	-	-
98	Builders Risk Insurance	-			-	-			-		-	-
98	Performance Bond	8,150.00	(495.00)		7,655.00	7,655.00			7,655.00	100%	-	-
99	Contractor Contingency	20,991.00		476.00	-	-			-		-	-
99	Owner Contingency	19,776.00		(4,421.00)	-	-			-		-	-
	Construction Fee	29,492.00	(708.57)		28,783.00	28,783.00			28,783.00	100%	-	-
<b>Total</b>	<b>Riviera Beach Utility Dept</b>	<b>813,451.00</b>	<b>(1,579.99)</b>	<b>(3,945.00)</b>	<b>988,405.48</b>	<b>988,405.48</b>	-	-	<b>988,405.48</b>	<b>100%</b>	-	-
	<b>CRA Sitework &amp; Infrastructure</b>										-	-
01A	General Conditions (37.96%)	469,890.25			1,054,258.25	1,054,258.25			1,054,258.25	100%	-	-
01B	Site Services - Site Security	32,400.00	(32,400.00)		-	-			-		-	-
	Best Protection Services/A & Associates	-	25,920.00	31,432.00	57,352.00	57,352.00			57,352.00	100%	-	-
01B	Site Services - Flagman & Gate control	30,914.00	(30,914.00)		-	-			-		-	-

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01B	Weitz		25,472.02		25,472.02	25,472.02			25,472.02	100%	-	-
	Site Services - Surveying	9,000.00	(9,000.00)		-	-			-		-	-
	Keith & Associates	-	21,487.50		31,587.50	31,587.50			31,587.50	100%	-	-
01B	Site Services - Quality Control	-	-		-	-			-		-	-
01B	Site Services - Testing Services	31,750.00	(31,750.00)		-	-			-		-	-
	ECS of Florida	-	26,014.00		26,014.00	26,014.00			26,014.00	100%	-	-
01B	Site Services - Aerial Photography	600.00	(600.00)		-	-			-		-	-
	Aerial Photography	-	485.96		485.96	485.96			485.96	100%	-	-
01B	Site Services - CM Mentoring	143,320.00	(143,320.00)		-	-			-		-	-
	Newbold Construction	-	35,830.00		35,830.00	35,830.00			35,830.00	100%	-	-
	JD Anderson Construction	-	35,830.00		35,830.00	35,830.00			35,830.00	100%	-	-
	All Site Construction	-	35,830.00		35,830.00	35,830.00			35,830.00	100%	-	-
	Vanguard Construction	-	35,830.00		35,830.00	35,830.00			35,830.00	100%	-	-
01B	Marina Ops Trailers Allowance	135,000.00			140,035.59	140,035.59			140,035.59	100%	-	-
	Farmer & Irwin	-	6,888.00		6,888.00	6,888.00			6,888.00	100%	-	-
01B	Site Services - Local SMWBE outreach	25,000.00	(600.00)		24,400.00	24,400.00			24,400.00	100%	-	-
01E	Misc. Job Services	33,404.50			35,366.89	35,366.89			35,366.89	100%	-	-
01E	Misc. Job Services - Warranty Reserve	33,404.50			35,366.89	35,366.89			35,366.89	100%	0.00	-
01G	Tax Savings (Allowance)	(31,596.00)			(31,596.00)	(69,131.10)			(69,131.10)	219%	37,535.10	-
02A	Building Demolition	123,980.00	(123,980.00)		-	-			-		-	-
	BG Group	-	123,120.00		123,120.00	123,120.00			123,120.00	100%	-	-
	Spanish Courts Demolition Allowance	-	-		-	-			-		-	-
	BG Group	-	120,510.00		120,510.00	120,510.00			120,510.00	100%	-	-
	Hullet Exterminating	-	1,320.00		1,320.00	1,320.00			1,320.00	100%	-	-
	American Engineering	-	8,413.00		8,413.00	8,413.00			8,413.00	100%	-	-
	Weitz - Self Performed	-	99.17		22,786.17	22,786.17			22,786.17	100%	-	-
	Farmer & Irwin	-	4,700.00		4,700.00	4,700.00			4,700.00	100%	-	-
	Permit Fees	-	3,549.00		3,549.00	3,549.00			3,549.00	100%	-	-
03A	Concrete Shell	315,704.50	(315,704.50)		(0.00)	-			-		(0.00)	-
	Trinity	-	173,354.46		193,227.90	193,227.90			193,227.90	100%	-	-
	Weitz	-	13,421.69		13,421.69	13,421.69			13,421.69	100%	-	-
04A	Masonry & Cast Stone	260,769.00	(260,769.00)		-	-			-		-	-
	Trinity Management	-	7,463.00		7,463.00	7,463.00			7,463.00	100%	-	-
	Southern States Masonry	-	120,724.00		123,224.00	123,224.00			123,224.00	100%	-	-
	Premier Stoneworks	-	132,582.00		145,108.82	145,108.82			145,108.82	100%	-	-
05A	Structural Steel	12,600.00	(12,600.00)		-	-			-		-	-
	Eagle Metals	-	23,500.00	851.00	35,598.55	35,598.55			35,598.55	100%	-	-
05C	Misc. Metals	171,191.00	(171,191.00)		-	-			-		-	-
	Palm Beach Glass Specialties	-	146,741.00		228,862.00	228,862.00			228,862.00	100%	-	-
06A	Rough Carpentry & Framing	81,382.80	(81,382.80)		-	-			-		-	-
	Wells Brothers	-	100,994.00	(22,010.00)	86,783.00	86,783.00			86,783.00	100%	-	-
	Weitz - Self Performed	-	80,618.50		80,618.50	80,618.50			80,618.50		0.00	-
06A	Marina Ops Wood Deck Allowance	16,000.00	(16,000.00)		-	-			-		-	-
06C	Wood Truss Materials	5,814.00	(5,814.00)		-	-			-		-	-
	A-1 Roof Trusses	-	800.00		800.00	800.00			800.00	100%	-	-
07E	Roofing & Paver System	12,160.00	(12,160.00)		-	-			-		-	-
	Triple M Roofing	-	12,160.00		15,625.44	15,625.44			15,625.44	100%	-	-

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	BUYOUT ADJUSTMENTS	CHANGE ORDERS JV #23	REVISED SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH (C - G)	RETAINAGE
						PREVIOUS APPLICATION (D + E)	THIS PERIOD					
07H	Caulking & Waterproofing	63,962.00	(63,962.00)		-	-			-		-	-
	General Caulking & Coating	-	74,602.00		78,917.00	78,917.00			78,917.00	100%	-	-
09A	Stucco	104,540.00	(104,540.00)		-	-			-		-	-
	D&D Quality Constructors		91,390.00	13,147.75	104,537.75	104,537.75			104,537.75	100%	-	-
09K	Painting	32,622.00	(32,622.00)		-	-			-		-	-
	Division 7		32,622.00	6,638.38	41,761.38	41,761.38			41,761.38	100%	-	-
10D	Signage	-	-		-	-			-		-	-
<b>10D</b>	<b>Site Signage Allowance - Baron</b>	70,000.00			299,711.00	96,850.50	51,793.30		148,643.80	50%	151,067.20	7,432.19
<b>10D</b>	<b>Building Signage Allowance - Baron</b>	-	-		-	-			-		-	-
10G	Awnings & Art Mural Panels	-	-		-	-			-		-	-
<b>10G</b>	<b>Art Mural Panels Allowance</b>	-	-		-	-			-		-	-
11I	Fuel Tank Equipment	-	-		-	-			-		-	-
	Glasgow Equipment Service	-	350,000.00	2,991.36	330,601.36	330,601.36			330,601.36	100%	-	-
<b>11I</b>	<b>Fuel System Allowance</b>	350,000.00	(350,000.00)		-	-			-		-	-
13E	Fountain & Water Feature	(97,609.59)	97,609.59		-	-			-		-	-
	Freeport Fountain	191,706.59			191,706.59	191,706.59			191,706.59	100%	-	-
21A	Fire Protection Site (F&I Fire)	-	-	9,449.00	9,449.00	9,449.00			9,449.00		-	-
22A	Plumbing	-	-		-	-			-		-	-
	Water connections at site items Allowance (Drinking fountains & Kiosks)	3,000.00		9,879.00	11,636.00	1,757.00			1,757.00	15%	9,879.00	175.70
26A	Electrical	795,334.79	(795,334.79)		-	-			-		-	-
	Malone Electric - Site Electric		561,700.00	3,165.32	584,609.32	584,609.32			584,609.32	100%	-	-
	Temp Parking Lot Lighting		(65,290.00)		-	-			-		-	-
	Allowance: Temp Generator		(12,500.00)		-	-			-		-	-
	Temp Generator: Bradford Electric			7,790.00	98,930.00	98,930.00			98,930.00	100%	-	-
27A	Data/Communications	63,750.00	(80,664.30)		-	-			-		-	-
	Morse Comm		80,664.30		80,664.30	80,664.30			80,664.30	100%	-	-
28A	Security Systems & CCTV	94,800.00	(107,830.82)		-	-			-		-	-
	Morse Comm		107,830.82		107,830.82	107,830.82			107,830.82	100%	-	-
31A	Earthwork	-	-		-	-			-		-	-
<b>31A</b>	<b>Beach Sand Allowance</b>	-	-		-	-			-		-	-
31B	Vibrofloatation	57,200.00	(57,200.00)		-	-			-		-	-
	Earth Tech		43,000.00		43,000.00	43,000.00			43,000.00	100%	-	-
32A	Paving	334,064.00	(334,064.00)		-	-			-		-	-
	American Engineering & Development	-	279,810.30	28,670.24	539,058.51	539,058.51			539,058.51	100%	-	-
32B	Pavers & Walks	-	-		-	-			-		-	-
	Precise Paving		(65.05)	4,400.00	49,395.00	49,395.00			49,395.00	100%	-	-
	Oldcastle				7,423.85	7,423.85			7,423.85	100%	-	-
32C	Site Improvements & Furnishings	-	38,663.01		391,663.01	391,663.01			391,663.01	100%	-	-
32D	Landscape	358,594.00	(358,594.00)		-	-			-		-	-
	Impact Landscaping		380,600.00	4,543.00	385,589.65	385,589.65			385,589.65	100%	-	8,000.00
32E	Irrigation	83,520.00	(83,520.00)		-	-			-		-	-
	Impact Landscaping	-	91,528.00	4,350.00	96,334.76	96,334.76			96,334.76	100%	-	-
32F	Temporary and Permanent Fencing (Tropic)	143,516.00	42,411.62	13,363.74	199,291.36	199,291.36			199,291.36	100%	-	-
33A	Site Utilities	630,056.00	(630,056.00)		-	-			-		-	-
	Pipeline Utilities		632,221.00	33,209.75	780,141.73	780,141.73			780,141.73	100%	-	-
<b>97</b>	<b>South Dock Pump Allowance</b>	-	-		28,439.00	28,439.00			28,439.00	100%	-	-
	Farmer & Irwin				16,199.00	16,199.00			16,199.00	100%	-	-

A	B	C				D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	BUYOUT ADJUSTMENTS	CHANGE ORDERS JV #23	REVISED SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION (D + E)	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH (C - G)	RETAINAGE
	Malone Electric				4,864.00	4,864.00			4,864.00	100%	-	-
	Trinity Management				1,609.65	1,609.65			1,609.65	100%	-	-
98	Sub Bonds or Subguard	159,896.38	(25,692.81)		160,264.98	160,264.98			160,264.98	100%	-	-
98	General Liability Insurance	149,784.00	(23,190.93)		149,784.00	149,784.00			149,784.00	100%	-	-
98	Builders Risk Insurance	102,953.00	(6,141.83)		102,953.00	102,953.00			102,953.00	100%	-	-
98	<b>Terrorism Insurance Allowance</b>	<b>10,000.00</b>			-	-			-		-	-
98	Performance Bond	113,768.00	(17,342.00)		114,571.22	114,571.22			114,571.22	100%	-	-
99	Contractor Contingency	294,196.41	325,317.00	(152,203.44)	(6,642.91)	-			-		(6,642.91)	-
99	Owner Contingency	180,224.00		36,034.80	0.00	-			-		0.00	-
	Construction Fee	417,833.47	(189,760.07)		308,861.42	308,861.42			308,861.42	100%	-	-
	Portion of Construction Fee going towards CM											
99	Mentoring	49,702.90	(49,702.90)		-				-		-	-
	Newbold Construction	-	12,425.73		30,595.73	30,595.73			30,595.73	100%	-	-
	JD Anderson Construction	-	12,425.72		30,595.72	30,595.72			30,595.72	100%	-	-
	All Site Construction	-	12,425.72		30,595.72	30,595.72			30,595.72	100%	-	-
	Vanguard Construction	-	12,425.73		30,595.73	30,595.73			30,595.73	100%	-	-
					-				-		-	-
<b>Total</b>	<b>CRA Sitework &amp; Infrastructure</b>	<b>6,670,102.50</b>	<b>(178,308.96)</b>	<b>35,701.90</b>	<b>8,199,620.82</b>	<b>7,955,989.13</b>	<b>51,793.30</b>	<b>-</b>	<b>8,007,782.43</b>	<b>98%</b>	<b>191,838.39</b>	<b>15,607.89</b>
	DPO F11530-001 Trane				-	-			-		-	-
	DPO F11530-002 Allied Trailers				(129,600.00)	(129,600.00)			(129,600.00)		-	-
	DPO F11530-003 Noland Supply				(24,063.00)	(24,062.74)			(24,062.74)		(0.26)	-
	DPO F11520-004 ThyssenKrupp				-	-			-		-	-
	DPO F11520-005 A1 Roof Trusses				(3,746.00)	(3,746.27)			(3,746.27)		0.27	-
	DPO F11530-006 K & M Electric Supply				(968,472.00)	(968,472.10)			(968,472.10)		0.10	-
	DPO F11530-007 US Concrete Products				(16,469.00)	(16,469.00)			(16,469.00)		-	-
	DPO F11530-008 US Concrete Pipe				(15,683.00)	(15,683.00)			(15,683.00)		-	-
	DPO F11530-009 Sun Recycling				(42,000.00)	(42,000.00)			(42,000.00)		-	-
	DPO F11530-010 Thyssenkrupp				-	-			-		-	-
	DPO F11530-011 King Ranch				(10,836.00)	(10,836.00)			(10,836.00)		-	-
	DPO F11530-012 Cemex				(42,050.00)	(42,050.00)			(42,050.00)		-	-
	DPO F11530-013 Groundworks				(143,750.00)	(143,750.00)			(143,750.00)		-	-
	DPO F11530-014 John Deere				(51,822.00)	(51,822.00)			(51,822.00)		-	-
	DPO F11530-015 Santos				(80,124.00)	(80,124.00)			(80,124.00)		-	-
	DPO F11530-016 Southern Sod				(13,800.00)	(13,800.00)			(13,800.00)		-	-
	DPO F11530-017 Rexel				-	-			-		-	-
	DPO F11530-018 Oldcastle				(221,765.00)	(221,764.80)			(221,764.80)		(0.20)	-
	DPO F11530-019 World Electric				-	-			-		-	-
	DPO F11530-020 Chatham				-	-			-		-	-
	DPO F11530-021 Titan				(160,913.00)	(160,912.50)			(160,912.50)		(0.50)	-
	DPO F11530-022 HD Supply				(15,813.00)	(15,813.40)			(15,813.40)		0.40	-
	DPO F11530-023 ABC Supply				(11,184.00)	(11,183.90)			(11,183.90)		(0.10)	-
	DPO F11530-024 Siplast				(6,770.00)	(6,769.81)			(6,769.81)		(0.19)	-
	DPO F11530-025 Audio Visual Supply				(18,819.68)	(18,819.68)			(18,819.68)		-	-
	DPO F11530-026 Audio Visual Supply				-	-			-		-	-
	DPO F11530-027 Landscape Forms				(88,747.00)	(88,747.00)			(88,747.00)		-	-
	DPO F11530-028 Reliance Foundry				(14,382.00)	(14,382.00)			(14,382.00)		-	-

A	B	C				D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	BUYOUT ADJUSTMENTS	CHANGE ORDERS JV #23	REVISED SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH (C - G)	RETAINAGE
						PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	DPO F11530-029 Interface Flor				-	-			-		-	-
					-				-		-	-
Total	DPO			-	(2,080,808.68)	(2,080,808.20)	-		(2,080,808.20)	100%	(0.48)	-
Pay App Total		18,288,441.00	(108,519.38)	80,075.27	18,109,548.21	17,844,827.92	51,793.30	-	17,896,621.22	99%	212,926.99	42,619.34

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

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**Subject:** RIVIERA BEACH HEIGHTS COMMUNITY GARDEN UPDATE

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**Recommendation/Motion:** ACCEPT THE UPDATE REPORT

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<b>Originating Dept</b>	DEPARTMENT OF NEIGHBORHOOD SERVICES	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

DEPARTMENT OF NEIGHBORHOOD SERVICES IS PROVIDING AN UPDATE ON THE COMMUNITY GARDEN PROGRAM TO INCLUDE ACTIVITIES, PARTNERS, SCHEDULES, RESOURCES, CHALLENGES, AND OUTREACH.

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

REVIEWERS:

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
CRA	Hatcher, Darlene	Approved	1/4/2017 - 5:54 PM
Purchasing	Mealy, Dean	Approved	1/5/2017 - 10:21 AM
CRA Internal Review	Daley, Pamela	Approved	1/5/2017 - 1:18 PM

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

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**Subject:** PRESENTATION OF THE CRA INFORMATION TECHNOLOGY INFRASTRUCTURE

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**Recommendation/Motion:** PRESENTATION

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<b>Originating Dept</b>	OPERATIONS MANAGER & PIO	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

ON DECEMBER 14, 2016 THE CRA BOARD DISCUSSED THE IT SERVICES MONTHLY BILLING AND REQUESTED A REVIEW OF BILLING SERVICES AND A SUMMARY PRESENTATION BY OUR CONSULTANT. THIS ITEM WILL BE PRESENTATION BY CONSTANT COMPUTING ON THE CRA'S IT SYSTEM AND A SUMMARY BY THE EXECUTIVE DIRECTOR ON PROPOSED CHANGES TO THE MONTHLY BILLING FORMAT GOING FORWARD.

**Fiscal Years**

**Capital Expenditures**

**Operating Costs**

**External Revenues**

**Program Income (city)**

**In-kind Match (city)**

**Net Fiscal Impact**

**NO. Additional FTE Positions  
(cumulative)**

**III. Review Comments**

A. Finance Department Comments:



B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

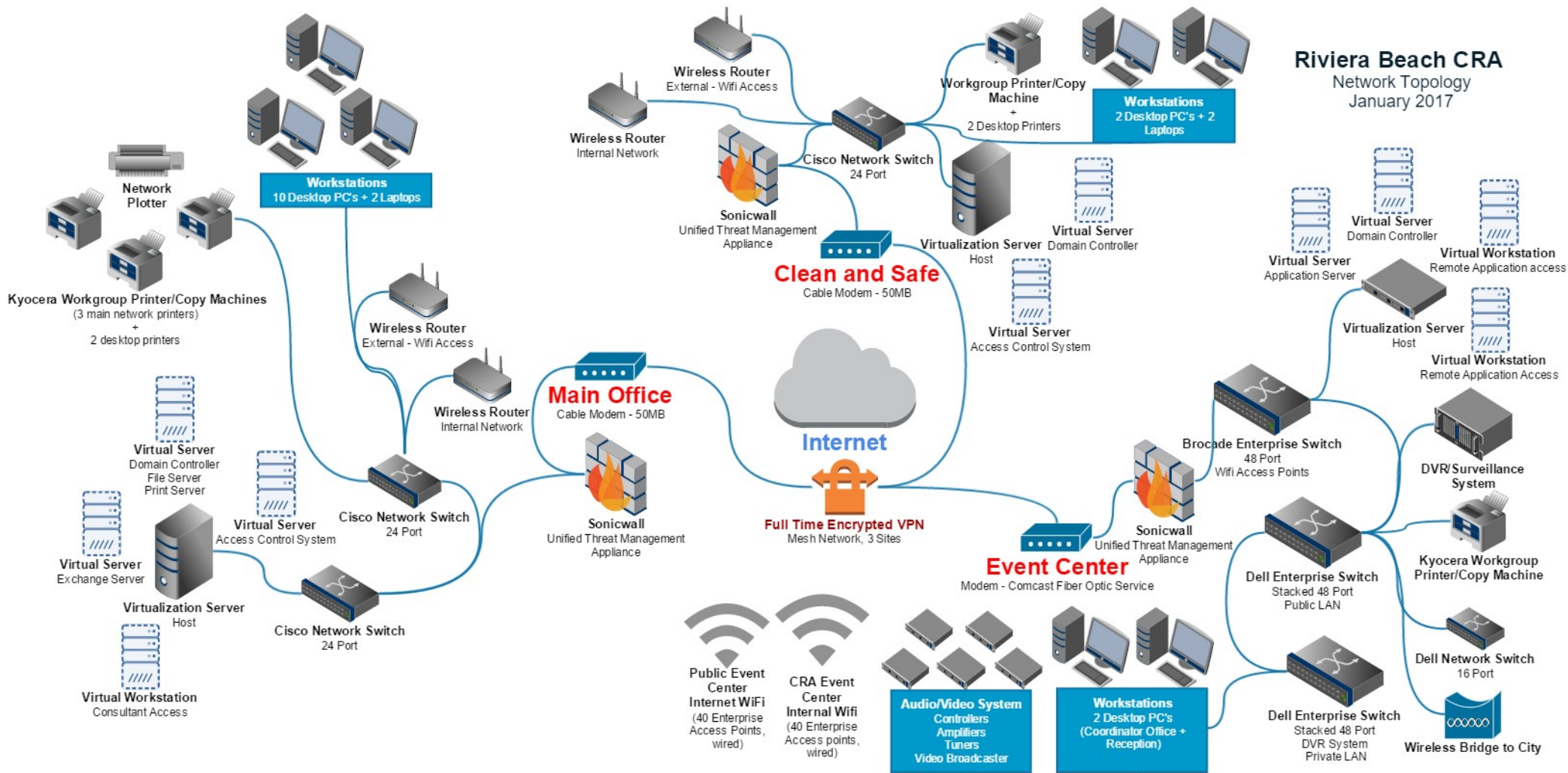
ATTACHMENTS:

File Name	Description	Upload Date	Type
Network_Topology_(2).pdf	CRA TOPOLOGY	1/4/2017	Backup Material
Backup_-_Constant_Computing_Memorandum__Resolution_and_Agreement.pdf	MEMO, RESOLUTION, CONTRACT APPROVED JUNE 8 2016	1/4/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	1/4/2017 - 5:29 PM
Purchasing	Mealy, Dean	Approved	1/4/2017 - 5:43 PM
CRA Internal Review	Evans, Scott	Approved	1/4/2017 - 5:51 PM

# **Riviera Beach CRA** Network Topology January 2017






Florida's Dynamic  
Waterfront Community

## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043  
Website: www.rbcra.com

# MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, Florida

**FROM:**  Tony T. Brown, Executive Director, Riviera Beach CRA

**DATE:** June 6, 2016

**CC:** Michael Haygood, CRA General Counsel

**SUBJECT:** Approval of a Professional Services Agreement with Constant Computing, LLC  
(Constant Computing) for the Overall Maintenance of the Agency's IT  
Infrastructure

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### **REQUEST:**

The Agency is requesting that the CRA Board approve a Professional Services Agreement with Constant Computing for the continuation of the Agency's Information Technology Infrastructure as stipulated in the Professional Services Agreement.

### **Background:**

In 2013 the City's IT Department provided Technology Support Services to the CRA on a trial basis. In May 2014 the City's Purchasing Department advised the Agency that it did not have sufficient resources to provide the level of service required by the CRA and that they would assist with procuring a service provider that could do the job consistent with the expectations and the daily operational needs. In June 2014, after obtaining and reviewing quotes, the Executive Director pursuant to his authority under the CRA's Procurement Code, selected Constant Computing as the IT Consultant. The original contract was month-to-month for an amount not to exceed \$25,000 per fiscal year and was originally structured to support a small network of users at the CRA's current main office. At the time, the CRA had 9 employees on site. The main objectives in 2014 were to improve responsiveness in IT support, catch up on network maintenance tasks that were behind schedule, maintain user workstations, and improve reliability of network services.

In the nearly two years since the CRA's relationship with Constant Computing began, much has changed. After first serving the CRA's initial operating needs, the CRA began expanding in other

areas as noted below. Additional staff was brought on and sub-entities of the CRA were created which required additional IT services. This expansion included the Clean & Safe location on Singer Island, the team of Clean & Safe Ambassadors, and the new Marina Event Center.

With these expansions to the CRA, the CRA's IT footprint and support needs have significantly changed. With the addition of new users and IT infrastructure, costs of IT maintenance and support have risen accordingly. These increases, special projects, and a more comprehensive set of services being offered by Constant Computing have necessitated the need for a higher budget for IT services through Constant Computing. The services required by the CRA are outlined below. The needs of the Agency to be provided are too significant to be managed by the City's IT Department. Thus, it was determined to work with an external vendor.

### **JUSTIFICATION:**

- **MAIN OFFICE:**

Over the last two years, the main CRA office has expanded in user count and IT infrastructure. The following additions have been made:

- A. User count on the network has grown from nine to 12 users. With the additional users, the amount of maintenance and user support requests have increased. Additionally, more upgrades and setups of PCs and mobile devices are required.
- B. Additional network printers/copiers have been added to the network to accommodate printing needs. Although these machines are serviced through another vendor, tasks such as user support and software installation/maintenance/management are serviced through the IT vendor.
- C. Enhanced Security - To further protect the CRA from malicious threats, new security services have been enabled through use of a network security appliance.
- D. Virtual Private Network (VPN) support. Secure VPN connections have been set up to allow access to email, contacts, calendars, documents, and printers between the main office and other sites.
- E. Multisite Domain - The main CRA server has been set up to communicate with servers at other sites. This allows centralized management of users and enable features such as sharing and transportation of email, contacts, calendars, documents, and printers through the secure VPN connections.
- F. Additional virtual server and workstation - In addition to the existing physical server and two virtual servers, an additional virtual server and workstation have been added. The virtual server is used to manage the CRA's new Access Control System while the virtual workstation allows restricted remote access to the CRA's outside financial consultant.
- G. QuickBooks has been upgraded from a single user setup to the Enterprise level product. The newer configuration allows enhanced features, multiuser access, and is set up on six different workstations.
- H. Additional mobile devices - To maintain connectivity to resources and enhance communication with CRA employees, additional mobile devices have been deployed.
- I. Maintenance - Before engaging with Constant Computing, maintenance tasks such as patch management and software upgrade cycles were significantly behind. There is now a regular patch management and software upgrade process in place. This results in a much higher level of security and reliability of network resources.
- J. Monitoring - Originally, monitoring of the CRA network comprised periodic checks of the servers, workstations and network devices. As the CRA has grown, reliability and security of its IT infrastructure has become even more critical. Constant Computing has improved

and enhanced the monitoring of the CRA's network by enabling real-time monitoring. This real-time monitoring gives us unique insight into our network and promotes a more proactive approach to maintenance as opposed to the traditional reactive approach. Through real-time monitoring alerts are generated in events of abnormal performance issues, abnormal activity such as attempted network hacking, outdated security software, hardware errors, and failed resources are also monitored. Many times, we can now address issues before they become bigger problems or affect CRA business continuity.

- K. SPAM controls - Constant Computing has enhanced control over SPAM email. The amount of SPAM that reaches user inboxes has been greatly reduced. False-positive occurrences of SPAM have been reduced. Features have been set up for users to have more control over SPAM false positives and retrieve quarantined messages.
- L. Consultation, planning, and vendor management - As needs have increased and the CRA network infrastructure has grown more complex, Constant Computing has been needed more for planning, consultation, and assistance in communication with other vendors in the areas of purchasing, utilities (such as internet and phones), services, and more.
- M. Backup - As resources grow, the process of backing up those resources has increased in complexity.

- **CLEAN & SAFE OFFICE:**

With the expansion of the Clean & Safe entity and the opening of its new location, many additions have been made:

- A. Connectivity - Internet and phone service have been initiated for the remote office.
- B. Virtual Private Network (VPN) support - Secure VPN connections have been set up to allow access to email, contacts, calendars, documents, and printers between the Clean & Safe office and other sites.
- C. Network Security - A network security appliance has been deployed. This network security appliance offers features such as gateway antivirus, content filtering, intrusion prevention, and firewall service.
- D. Servers - One physical server and two virtual servers have been deployed. One virtual server has been set up to communicate with the main office. This allows centralized management of users and enable features such as sharing and transportation of email, contacts, calendars, documents, and printers through the secure VPN connections. The other virtual server is used to manage the Clean & Safe Access Control system.
- E. New Workstations - The Clean & Safe office has four workstations set up for employee use.
- F. Network printers and scanners have been deployed and are maintained.
- G. Wireless - Two wireless networks have been deployed. One network is for employee access while the other enables guest internet access.
- H. Ambassador mailboxes - Email accounts have been set up and are maintained for Ambassadors to communicate amongst each other and other CRA staff.
- I. Mobile Devices - Mobile devices have been deployed for use by Ambassadors when out in the field.
- J. Maintenance - There is a regular patch management and software upgrade process in place.
- K. Monitoring - Real-time monitoring has been deployed to maintain active insight on the remote office resources.
- L. Backup - Regular backup of Clean & Safe servers and workstations is maintained.
- M. Consultation, planning, and vendor management.

- **MARINA EVENT CENTER:**

With the addition of the new Marina Event Center, the CRA's IT needs continue to expand. The following items are new, recent additions that have been set up or are in the process of being added:

- A. Connectivity - Internet and phone service have been initiated for the remote office.
- B. Virtual Private Network (VPN) support - Secure VPN connections will be set up to allow access to email, contacts, calendars, documents, and printers between the Event Center and other sites.
- C. Network Security - A network security appliance will be deployed. This network security appliance offers features such as gateway antivirus, content filtering, intrusion prevention, and firewall service.
- D. Network Switches - Network switches will be installed and configured along with UPS's (Uninterruptable Power Supplies.)
- E. Servers - One physical server and two virtual servers have been deployed. One virtual server has been set up to communicate with the main office. This allows centralized management of users and enable features such as sharing and transportation of email, contacts, calendars, documents, and printers through the secure VPN connections. The other virtual server is used to run the Event Center reservation management system.
- F. New Workstations - The Event Center will have workstations set up for employee use.
- G. Network printers and scanners will be deployed and maintained.

In addition to the previous items, the following are planned additional items:

- A. Wireless - The Event Center has a comprehensive wireless infrastructure of nearly 50 access points. Once setup is finished, Constant Computing will assist as needed in the ongoing configuration, bandwidth management, security, troubleshooting and maintenance of the wireless system.
- B. Network switches and hardware - Constant Computing will assist as needed in the ongoing configuration, maintenance, and troubleshooting on the network switches.
- C. Audio Video - The Event Center is equipped with a comprehensive Audio Video system to supply the ballrooms with music and video options. Constant Computing will assist as needed with the ongoing operation, configuration, and basic troubleshooting needs associated with this system.
- D. Network Connectivity - The Event Center has hundreds of connection points for internet access across the Event Center. Access to internet will be sold for use during events in the center. Constant Computing will assist as needed in the ongoing management, patching, and troubleshooting of this network.
- E. User Support - Constant Computing will assist CRA employees for network support/IT issues at the Event Center.
- F. Additional Servers - Additional virtual servers may be deployed as needed to support the various systems and functions of the Event Center.
- G. Maintenance - There will be regular patch management and software upgrade process in place.
- H. Monitoring - Real-time monitoring will be deployed to maintain active insight on the remote office resources.
- I. Backup - Regular backup of the Event Center servers and workstations will be maintained.
- J. Consultation, planning, and vendor management.

- **Additional Needs:**

With expansion of the CRA, increases in data/storage consumption, reliance of IT services, and evolving IT landscape, solutions to the following issues are required.

- A. Backup - Prior to engaging with Constant Computing, the CRA purchased a backup solution in the second quarter of 2013 from Unitrends. Unitrends provides “hybrid cloud” backup solutions to ensure speedy disaster recovery and data restoration. A hybrid cloud backup solution is one that creates fast, local backups and then replicates those backups to a cloud service. This offers the best of both worlds as restoration can occur quickly using the local backup but also has the geographic security of cloud based backup for larger events such as hurricanes, fire, and flooding. The downside of a company such as Unitrends is that their backup appliances for local backup are proprietary and must be replaced with larger capacity units when you reach the capacity of the appliance. These upgrades are very pricey and require a large upfront cost in addition to monthly maintenance fees and cloud service fees.

As the CRA grew, it quickly reached capacity of the Unitrends appliance. As a temporary fix to avoid a significant lapse in coverage, some changes were made to the backup system. Although our temporary solution is providing basic backup and data security, it falls short of the disaster recovery goals of the CRA. In addition, it is disjointed, relying on multiple backup solutions to achieve a singular task. This can create opportunity for errors and gaps in coverage.

Constant Computing offers a hybrid cloud backup solution that meets the CRA’s goals with the following benefits:

1. Secure, reliable cloud backups.
2. Ability to use non-proprietary local backup appliance. This appliance would cost the CRA significantly less to purchase and deploy, is simpler to manage, and easily upgradeable at a very low cost.
3. No large upfront costs. The only upfront costs are for the backup appliance and first month of cloud service.
4. Unified backup solution for all servers and workstations.
5. No limits on capacity/expandability.
6. Additional feature that allows for speedy recovery to an alternate site by continuously copying the backup to a disaster recovery location(such as from the main office to the Event Center)

Utilizing the Backup service from Constant Computing will save the CRA considerable money while benefiting from the same protective features. It will also enable the CRA to have greater control of their backup solution and substantially reduce time required in a disaster recovery solution.

- B. Email delivery and SPAM filtering - The CRA has experienced troubles in the areas of email delivery and spam filtration. Although greatly improved, there is still a fair amount of room for improvement. Constant Computing can offer services that will greatly improve on the remaining email delivery and SPAM filtering issues at a low monthly cost.
- C. Email retention/archiving - The CRA uses Microsoft Exchange server for their email system. Exchange is the standard for business email. When it comes to email retention and archiving, there are gaps in the coverage. Proper backup secures data in Exchange, but the restore process can be cumbersome and assumes that what you are looking for is known. Finding the unknown, can be much more difficult. A proper archival solution resolves this

by creating a separate, easily available, indestructible read-only copy of all communications. This gives the security of knowing that you are reviewing an untampered, complete set of records. Constant Computing can help the CRA implement a proper email archive solution that meets the CRA's data retention goals. This can be done with little upfront cost with subscription service through Constant Computing. Constant Computing's offerings also includes advanced email security, keeping email clean of viruses and other malware. Alternatively, Constant Computing can help deploy a more traditional on-site archival server to protect the integrity of email communications.

### **RECOMMENDATION:**

The CRA partnership with Constant Computing has helped improve responsiveness to IT issues, developed network security and maintenance processes that protect the CRA from external threats, improved reliability of network services, and tackles all of the challenges associated with growth. Constant Computing has met the CRA's IT needs while we have experienced a doubling of personnel and nearly tripling of our IT footprint in a two year span. The CRA's needs will continue to evolve along with its projects, community programs, and continuous changes in technology. Further, Constant Computing has designed and structured the CRA's technology program for the future. Thus, a negotiated sole-source contract is recommended at this time for an amount not to exceed \$40,000 for the period through September 30, 2016 and \$60,000.00 per fiscal year thereafter at a billable rate of \$115.00 per hour.



RESOLUTION NO. 2016-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE PROFESSIONAL SERVICE AGREEMENT WITH CONSTANT COMPUTING, LLC ("CONSULTANT") TO PROVIDE PROFESSIONAL INFORMATION TECHNOLOGY SERVICES; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

\* \* \* \* \*

**WHEREAS**, the Agency desires Consultant to provide certain professional services for information technology services (the "Project") and the Consultant desires to provide such professional services to the Agency pursuant to the terms of the Agreement; and

**WHEREAS**, the Consultant was previously selected through a competitive process by the Executive Director, pursuant to the Agency's Procurement Code, to provide informational technology services; and

**WHEREAS**, because of the uniqueness of the service, existing programming, and extensive investment of equipment, the Agency has documented the need for these services through a Sole Source procurement process and selected the Consultant to continue to provide these services; and

**WHEREAS**, the Consultant and the Agency desire to enter into a new agreement through the fiscal year 2016-2017 for a total annual compensation not to exceed Forty Thousand Dollars (\$40,000) for fiscal year 2015-2016 and Sixty Thousand Dollars (\$60,000) for fiscal year 2016-2017 upon the terms and conditions contained therein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Agency hereby approves the Professional Service Agreement attached hereto as Exhibit "A" with Constant Computing, LLC for professional informational technology services.

**SECTION 2.** The Chair and Executive Director are hereby authorized and directed to prepare, execute and attest, respectively, the Professional Service Agreement by and between the Riviera Community Redevelopment Agency and Constant Computing, LLC attached hereto as Exhibit "A".

**SECTION 3.** This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of June, 2016.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: Terence Davis  
Name: Terence Davis  
Title: Chairperson

ATTEST:

Tony D. Pardo  
Executive Director

MOTION BY: Miller Anderson

SECONDED BY: Davis Johnson

Approved as to form and legal  
sufficiency  
J. Michael Haygood  
Date 6/6/2016  
J. Michael Haygood, PA  
General Counsel to CRA

D. PARDO	<u>AVE</u>
T. DAVIS	<u>AVE</u>
L. HUBBARD	<u>AVE</u>
T. DAVIS JOHNSON	<u>AVE</u>
K. MILLER-ANDERSON	<u>NAY</u>

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
CONSTANT COMPUTING, LLC**

**THIS AGREEMENT** is made and entered into this 9<sup>th</sup> day of June, 2016, by and between **Constant Computing, LLC** hereinafter referred to as "Independent Contractor," whose mailing address is 1007 N Federal Hwy #2, Fort Lauderdale, FL 33304, and the **Riviera Beach Community Redevelopment Agency**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "**CRA**," whose address is 2001 Broadway, Suite 300, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to perform professional information technology services for the CRA, its Clean and Safe Department and the Riviera Beach Events Center, LLC in four general areas: maintenance, new capabilities (planning, consulting, and assisting in setting up new technology and removal of any old technology), consultation, and optional IT related Value Added Services (VAS) as set out in the Scope of Work attached hereto as Exhibit "A."

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Scope of Work.

3. The term of this agreement shall be beginning on the Effective Date through September 30, 2017, unless terminated sooner pursuant to the terms of this Agreement. The Effective date of this Agreement shall be the date that the last of the parties executes the Agreement. The CRA shall have the option to renew this Agreement upon the same terms as this Agreement for one two year period by giving 30 days' written notice prior the end of the initial term of this agreement. Work must begin within (5) calendar days from the date of receipt of official notice to proceed with a work element and shall be carried on for the duration of the contract.

4. The CRA agrees to compensate the Independent Contractor at the rate of \$115.00 per hour for services as identified in the Scope of Work contained in Exhibit "A"

to this agreement. Total compensation to Independent Contractor shall not exceed Forty Thousand Dollars (\$40,000) from the Effective Date through September 30, 2016; and Sixty Thousand Dollars (\$60,000) per year thereafter. The CRA shall not reimburse the Independent Contractor for any miscellaneous costs incurred as a direct result of the Independent Contractor providing deliverables to the CRA in accordance with the Scope of Work contained in Exhibit "A", unless such costs have been approved, in writing and in advance, by the CRA. The Independent Contractor shall provide the CRA with monthly invoices containing adequate documentation supporting amounts billed to the CRA. The CRA agrees to pay Independent Contractor invoices within 30 days of submission to the CRA. Services are to be on an on-call/as needed basis.

5. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the CRA terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date.

6. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

7. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA.

8. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all 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.

9. The Independent Contractor agrees that it is fully responsible to the CRA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.

10. All of the Independent Contractor's personnel (and all subcontractors) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.

11. The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the Independent Contractor authorized to use the CRA's Tax Exemption Number in securing such materials.

12. The Independent Contractor shall indemnify and save harmless and defend the CRA, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

13. The Independent Contractor further agrees to indemnify, save harmless and defend the CRA, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the CRA, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CRA to be sued, nor as a Waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

14. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the CRA, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other Independent Contractor employed by the CRA, or by

changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, then the time of completion shall be extended for any reasonable time the CRA may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

15. The Independent Contractor does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Agreement.

16. The CRA reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the CRA's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CRA of any estimated change in the completion date, and (3) advise the CRA if the contemplated change shall affect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the CRA so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the CRA's decision to proceed with the change.

17. If the CRA elects to make the change, the CRA shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the Board of Commissioners of the Agency.

18. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the CRA against defects including workmanship or materials. Upon receipt of notice from the CRA of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the CRA, including any time and labor to replace said parts. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the CRA, the CRA may accomplish the work at the expense of the Independent Contractor. The services rendered in the execution of this agreement do not relieve the Independent Contractor from any obligations related to any prior agreements. All work produced under any previous agreements will be held to that agreement, and a one year inspection must occur.

19. The CRA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY.

20. The Consultant shall deliver to the Agency's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the Agency under this Agreement.

All drawings, charts, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the Agency's expense shall be and remain the Agency's property and may be reproduced and reused at the discretion of the Agency.

21. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA's property from injury or loss arising during the term of the Agreement.

22. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

23. 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 here under or now or hereafter existing at law or in equity or 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.

24. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs

(including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

25. Time is of the essence in all respects under this agreement.

26. Failure of the CRA to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CRA's right to enforce or exercise said right(s) at any time thereafter.

27. The Independent Contractor shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CRA all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

**SIGNATURES ON FOLLOWING PAGE**



**AGREEMENT WITH THE RIVIERA BEACH COMMUNITY REDEVELOPMENT  
AGENCY AND CONSTANT COMPUTING**

IN WITNESS WHEREOF, the Parties unto this Agreement have set their  
hands and seals on the day and date first written above.

**ATTEST:**

Tony B

**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By: [Signature]  
Chairperson

Approved as to form and legal sufficiency:

By: [Signature]  
J. Michael Haygood  
General Counsel

**ATTEST:**

[Signature]

**CONSULTANT**

Constant Computing, LLC

By: [Signature]

Name: Michael DePastino

Title: Owner

## **EXHIBIT A**

### **Constant Computing**

#### **Scope of Work**

All work activities performed by the Independent Contractor for the CRA are at the request of Riviera Beach Community Redevelopment Agency (CRA) management. No work is to be done without the prior approval of the CRA unless it is time-critical and obvious that the work needs to be done. Any such time critical or obvious work should be documented.

The CRA's Operations Manager and Public Information Officer shall serve as the Independent Contractor's primary contact person. Constant Computing will keep the CRA contact person informed of the status of assigned work. All resources needed for work (computers, network cable, equipment, etc.) are provided through the CRA. Exceptions are approved in advance.

Constant Computing will submit an invoice containing supporting documentation for requested and completed work and provide a summary of work done and work in progress.

The following services are provided under this agreement:

#### **MAINTENANCE FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER :**

- Break/Fix - as computers/equipment slow or stop working, diagnose and repair them.  
Coordinate with Dell (or other) Tech Support as needed. Work is coordinated through the CRA contact person.
- Monitor servers/network - periodically check server performance and system logs.  
Take action as needed. Evaluate and install system/security updates. Check anti-malware software status and performance.
- Monitor backups.
- Maintain network and network firewall. Maintain backups of firewall configurations.
- Set-up new/replacement Sprint or other phones.

- Maintain consulting area network connectivity.
- Maintain Clean and Safe Community Policing Program computer environment.
- Periodically survey the computing infrastructure health.
- Create and maintain a back-up manual with the Administrative Director.
- Miscellaneous work as requested.
- Remote and phone-based support

#### **NEW CAPABILITIES FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER**

- Plan, generate specifications, get quotes, assist purchases, and perform/manage process of installing computing infrastructure.
- Replace existing computers/network infrastructure - same process.
- Clean up computers that have been retired.
- Miscellaneous work as requested.

#### **CONSULTATION FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER**

- Coordinate with other technical vendors to ensure CRA's needs are met.
- Advise on technology purchases.
- Advise on using technology in business.
- Advise on process.
- Be a resource for onsite technical person.

#### **VALUE ADDED SERVICES (VAS) FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER**

- Network Monitoring – technical monitoring through the use of monitoring tools to evaluate performance and health of IT resources.
- Backup Services – provide backup solutions including cloud backup service, hybrid cloud backup service, and disaster recovery options.
- Email Security and Services – provide email services including transport/delivery of email, security filtering, SPAM filtering, and email archiving solutions.
- Antivirus Service.
- Web Protection – protect network from malware, phishing, proxies, and botnet attacks through content filtering/web protection services.

- Network Security/Compliance Audits – perform audits of network and IT resources utilizing industry accepted benchmarks and standards. Assist in creating and performing remediation schedules.

## **NOTES**

Constant Computing recommended services are subject to CRA approval and may be scaled back or not performed due to a variety of reasons including budget/time constraints and/or management preferences. The CRA assumes the consequences of these decisions. Constant Computing has limited latitude in committing resources to resolve issues and will inform and seek guidance from the CRA contact person when the time or resources being spent is likely to exceed a reasonable amount.

# Riviera Beach Community Redevelopment Agency

## JUSTIFICATION FOR SOLE SOURCE PURCHASE

This questionnaire has been designed to assist staff in relating information necessary for the submission and review of sole source/sole brand purchase requisitions.

The Executive Director or authorized purchasing representative must provide the following information. If more space is needed, please attach additional page(s).

1. A description of the proposed purchase and the benefit of the purchase to the Agency.

We recommend signing a Professional Services Contract with Constant Computing, LLC. to provide Information Technology consulting and related services. Doing so would ensure that the same competent vendor with a demonstrated high level of service would be responsible for a wide variety of technical and consulting issues as well as providing access to computer equipment at a very competitive price.

2. The reason why the requested product/service is the only product/service that meets Agency's requirements, and why competing products and/or services are not available. (Example: The products will be incorporated into existing equipment and use of competing equipment will void the product warranty.)

Constant Computing has developed the current IT infrastructure and to bring in a new company will disrupt the flow of the current process and jeopardize the consistency of reliable communication and electronic flow of information. While the CRA is a relatively small office, we have a wide variety of technology requirements. These include but are not limited to set up and maintenance of: three Servers at different locations that communicate to each other, Virtual Servers, Emails, Gradiance Attendance Software, Sprint phones, remote email access methods, wireless technology, website technologies, QuickBooks Enterprise accounting, Antivirus software, backup and disaster recovery, etc. The CRA also occasionally requires assistance in evaluating other technologies for office implementation including phone systems, multifunction copiers, and "cloud" based services (backup, collaboration, etc.). Increasingly, these systems interact with each other, the IT infrastructure, affect business processes, and thus, require expertise in all technical and business areas. This is especially true when trying to resolve issues involving multiple vendors or technologies.

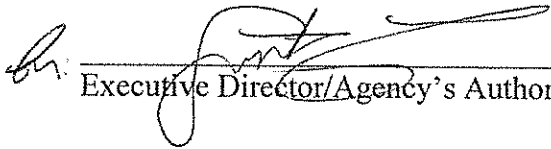
To minimize expenditures, both capital and ongoing maintenance, it is highly beneficial to use the same competent vendor to ensure seamless responsibility and accountability.

3. The reason why only the requested vendor can provide the product and/or service(s). (Example: Service directly from the manufacturer is required to prevent voiding the current warranty.)

Constant Computing has demonstrated that they have the needed wide variety of technical and business skills to address individual issues as well as provide broad guidance based on the

overall environment. Through their individual business experience and corporate experience with other clients in many fields, they bring best practices and many "lessons learned" to the CRA environment. Issues are handled correctly the first time with minimal time spent and at a very attractive cost. They are particularly good at resolving integration issues between multiple vendors as their experience is broad and they understand how things can and need to work together.

Constant Computing has also demonstrated a very high level of service and offers unusually good availability after hours and on weekends and does not charge a premium for this.

\_\_\_\_\_  
Executive Director/Agency's Authorized Signature

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

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**Subject:** AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED BY AND BETWEEN THE  
AGENCY AND THE INNER CITY YOUTH GOLFERS', INC.

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**Recommendation/Motion:** APPROVAL

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<b>Originating Dept</b>	INTERIM EXECUTIVE DIRECTOR	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

SEE ATTACHED

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
ICYG_MEMO.pdf	MEMO	1/5/2017	Cover Memo
ICYG_RESOLUTION.pdf	RESOLUTION	1/5/2017	Resolution
ICYG_QUIT_CLAIM_DEED.pdf	QUIT CLAIM DEED	1/5/2017	Backup Material
ICYG_EXHIBIT_A.pdf	EXHIBIT A - BACKUP	1/5/2017	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
CRA	Hatcher, Darlene	Approved	1/5/2017 - 1:20 PM
CRA Internal Review	Evans, Scott	Approved	1/5/2017 - 1:21 PM





# RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043  
Website: www.rbcra.com

## MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, FL

**FROM:**  Scott Evans, Interim Executive Director

**COPY:** J. Michael Haygood, CRA Attorney

**DATE:** January 11, 2017

**AGENDA ITEM:** Resolution to amend the Sales Agreement with Inner City Youth Golfers' Incorporated to close on the property for the future home of a new community youth golfing center and African American Golfers and Youth Golfers Hall of Fame.

### SUMMARY:

The Inner-City Youth Golfers' Incorporated (ICYG, Inc.), a non-profit organization is requesting to amend the approved sales agreement to allow them to close on the property while they continue to raise funds to complete construction. The existing agreement requires that they provide evidence of construction financing prior to closing on the property. ICYG has expressed that their fund-raising activities have been limited by not being able to close on the property. The requested modification to the contract would eliminate the construction funding condition and replace it with a deed restriction on the property requiring that it be developed exclusively for the planned youth center. The Agency discussed this item at the meeting held on December 14, 2016, and requested that it be brought back to the January meeting with the applicant attending.

### BACKGROUND:

Consistent with the requirements of the Community Redevelopment Act and the CRA's Real Property Acquisition and Disposal Policy, on April 23, 2014 the CRA Board Approved Resolution No. 2014-19, to enter into a 24-month options contract for six remnant parcels owned by the Riviera Beach Community Redevelopment Agency (RBCRA) to the ICYG, Inc. for \$12,000 subject to certain conditions being met before the transfer of ownership during the options period:

1. Submittal of architectural rendering for CRA review and comment
2. Provide evidence of Site Plan approval from the City of Riviera Beach
3. Provide evidence of construction funding for proposed project
4. The option agreement provides that the purchaser has two years to complete the above during which time they will pay \$2,562 per year for the maintenance of the property which will be credited towards their purchase price if they close within the two-year time frame.



Since the original contract was approved, ICYG, Inc. has complied with submitting architectural renderings (shown below, **ICYG Rendering**), and has received site plan approval from the City Council. On December 14, 2016, the CRA Board added ICYG as a discussion item to discuss the amendment of the Sales Agreement with ICYG. ICYG has requested to amend the contract in order to close on the property; closing on said property would allow ICYG to raise more funds along with obtaining a construction loan from banks in order to complete the construction.

The requested amendment would include the requirement of providing evidence of construction funding with a deed restriction on the property, requiring that it be developed exclusively for the planned youth center.

#### **ICYG Rendering**

#### **ABOUT ICYG, INC.:**

The Inner-City Youth Golfers' Incorporated is funded from public and private sources: gifts, grants and donations from individuals; corporations; foundations; businesses; federal, state and local governments.

#### **ABOUT THE SUBJECT PROPERTY:**

The map below highlights the property located on 13<sup>th</sup> Street west of Avenue E. The approved contract is for a total of \$12,000. The non-profit "Inner City Youth Golfers' Incorporated" desires to develop a community youth golfing center and African American Golfers and Youth Golfers Hall of Fame; offering an indoor and small outdoor golf skills, education and learning center. This amenity would be a great complement to youth recreational services given the project's proximity to the Riviera Beach Boys and Girls Club.



**RESOLUTION NO. 2017-\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED BY AND BETWEEN THE AGENCY AND THE INNER CITY YOUTH GOLFERS', INC. ("ICYG") ("BUYER") FOR VARIOUS PROPERTIES SPECIFICALLY DESIGNATED IN EXHIBIT A FOR A TOTAL OF \$12,000 FOR THE CONSTRUCTION OF A YOUTH EDUCATIONAL AND GOLF CENTER MUSEUM WITHIN 5 YEARS OF THE DATE OF THE DEED AND TO BE USED FOR NOT FOR PROFIT PURPOSES IN PERPETUITY; FINDING THAT THE SALES PRICE REPRESENTS FAIR VALUE; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.**

\*\*\*\*\*

**WHEREAS,** the Agency is the owner of the properties identified in Exhibit "A" (the "Property") attached to the Agreement attached hereto as Exhibit A; and

**WHEREAS,** pursuant to the Property Acquisition and Disposition Program ("Policy") adopted by the Agency it was determined that said Property should be sold; and

**WHEREAS,** pursuant to the Policy and Section 163.380, Florida Statutes, notice of disposition was advertised in a newspaper of general circulation soliciting proposal for the use of the property in conformity with the adopted community redevelopment plan; and

**WHEREAS,** the Riviera Beach CRA Board of Commissioners approved Resolution 2014-19, approving the Agency to enter into an Purchase and Sale Agreement with ICYG for various designated parcels for the purchase price of \$12,000.00 (the "Purchase Price"); and

**WHEREAS,** the acquired parcels shall be used by ICYG for future development of a youth educational and golf museum to be constructed within 5 years of the date of the deed and to be used not for profit purposes in perpetuity subject to the right of reentry by the Agency for failure to do so; and

**WHEREAS,** ICYG has paid \$5,154.00 of the Purchase Price leaving a balance of \$6,876.00 (the "Balance"); and

**WHEREAS,** Staff recommends that the Commissioners of the Agency approve the sale of the Property to ICYG upon the terms as outlined above and the payment of the Balance of the Purchase Price.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Commissioners of the Agency hereby approves the Quit Claim Deed attached hereto.

**SECTION 2.** The Chair and Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to execute and attest, respectively, the Quit Claim Deed between the Riviera Beach Community Redevelopment Agency and Inner City Youth Golfers', Inc. upon the payment of the Balance of the Purchase Price.

**SECTION 3.** This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of January 2017.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

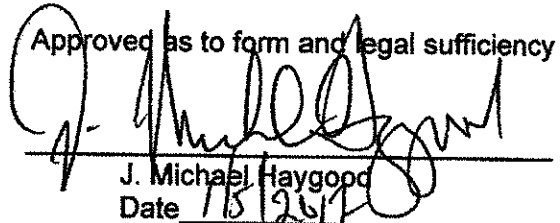
By: \_\_\_\_\_  
Name:  
Title: Chairperson

\_\_\_\_\_  
Executive Director

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. DAVIS \_\_\_\_\_  
L. HUBBARD \_\_\_\_\_  
D. PARDO \_\_\_\_\_  
T. DAVIS \_\_\_\_\_  
K. MILLER ANDERSON \_\_\_\_\_

Approved as to form and legal sufficiency  
  
\_\_\_\_\_  
J. Michael Haygood  
Date 1/5/2017  
J. Michael Haygood, PA  
General Counsel to CRA

**This instrument prepared by and return to:**

J. Michael Haygood  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

**QUITCLAIM DEED**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, the Grantor, whose mailing address is 2001 Broadway, Suite 300, Riviera Beach, Florida and Inner City Youth Golfers, Inc., a Florida not for profit corporation the Grantee, whose mailing address is \_\_\_\_\_.

**WITNESSETH:**

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoove of the said Grantee, its successors and assigns forever unless and on the express condition subsequent that if the Grantee fails to construct a youth educational and golf center museum in a minimum of 2000 square feet within five (5) years of the date of this deed and to be used in perpetuity for not for profit purposes then at such time this interest will terminate completely; and the Grantor its successors and assigns shall have the right of reenter on that occasion and take full possession of, as well as title to such real property.

[Signatures on following page]

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by the Grantor the date first above written.

Signed, sealed and delivered  
in the presence of:

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
\_\_\_\_\_, Witness

BY: \_\_\_\_\_  
Terence D. Davis, Chairperson

\_\_\_\_\_  
\_\_\_\_\_, Witness

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Terence D. Davis as Chairperson of the Riviera Beach Community Redevelopment Agency who is personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print

My Commission Expires:

**RESOLUTION NO. 2016-13**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING AN AMENDMENT TO THE EXCLUSIVE OPTION AGREEMENT BY AND BETWEEN THE AGENCY AND INNER CITY YOUTH GOLFERS' INCORPORATED TO EXTEND THE CLOSING DATE OF THE SALE FOR AN ADDITIONAL TWO YEARS; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.**

\*\*\*\*\*

**WHEREAS**, on April 23, 2014 the Agency's Board of Commissioners approved Resolution No. 2014-19 authorizing the execution of a 24-month Exclusive Option Agreement by and between the Agency and Inner City Youth Golfers Incorporated ("ICYG"), attached as Exhibit "A" (the "Agreement"); and

**WHEREAS**, the Agreement provides for a two-year option for ICYG to purchase the property contingent upon certain conditions being met before the transfer of ownership; and

**WHEREAS**, on July 8<sup>th</sup>, 2015 the Agency Board of Commissioners approved Resolution No. 2015-23 finding that the site plan for the proposed Inner City Youth Golf Museum is consistent with the adopted Community Redevelopment Plan; and

**WHEREAS**, ICYG has requested an additional two years to meet certain conditions of the Agreement; and

**WHEREAS**, the Agency recommends that the Board of Commissioners of the Agency approve the amendment to the Agreement to extend the closing date for an additional two years.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Commissioners of the Agency hereby approve the Amended Exclusive Option Agreement to extend the closing date for an additional two years contingent upon the continuing submittal of annual options payments. Option payments will be credited toward the final amount due.

PASSED AND ADOPTED this 13<sup>th</sup> day of July, 2016

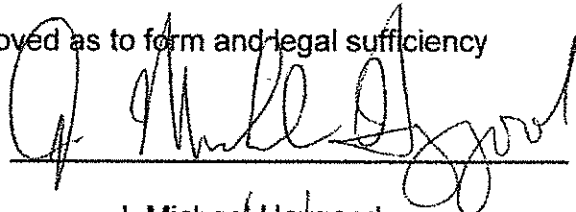
RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By:   
Terrence Davis  
Chairperson

ATTEST:

  
Executive Director

Approved as to form and legal sufficiency



MOTION BY:

D. Pardo

J. Michael Haygood  
Date 6/20/2016

SECONDED BY:

T. Davis Johnson

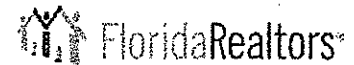
J. Michael Haygood, PA  
General Counsel to CRA

D. PARDO  
K. MILLER-ANDERSON  
L. HUBBARD  
T. DAVIS JOHNSON  
T. DAVIS

AYE  
AYE  
AYE  
AYE  
AYE



Extension Addendum to Contract



The following date and/or time period(s) of the Residential Sale and Purchase Contract, Residential Contract for Sale and Purchase, Vacant Land Contract, or Commercial Contract dated April 23, 2014, between RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("Seller") and INNER CITY YOUTH GOLFERS, INC ("Buyer") concerning the Property located at See Exhibit "A" is hereby extended. (check whichever apply)

- ☒ **Closing Date.** Seller and Buyer agree to extend the Closing Date until May 18, 2018.
- ☐ **Financing Period.** Seller and Buyer agree to extend the Commitment Period, Loan Commitment Date, Financing Period, or Loan Approval Date for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- ☐ **Inspection Period.** Seller and Buyer agree to extend the Inspection Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- ☐ **Title Cure Period.** Seller and Buyer agree to extend the Curative Period or Cure Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- ☐ **Short Sale Approval Deadline.** Seller and Buyer agree to extend the Approval Deadline for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- ☐ **Feasibility Study Period.** Seller and Buyer agree to extend the Feasibility Study Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- ☐ **Due Diligence Period.** Seller and Buyer agree to extend the Due Diligence Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.

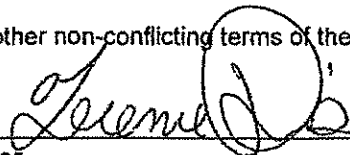
This extension will be on the same terms and conditions as stated in the original contract except:

\_\_\_\_\_

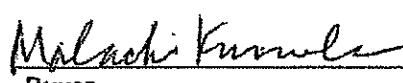
\_\_\_\_\_

\_\_\_\_\_

All other non-conflicting terms of the contract remain in full force and effect.

  
Seller

7/16/16  
Date

  
Buyer

07/22/16  
Date

Seller

Date

Buyer

Date




Florida's Dynamic  
Waterfront Community

## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043  
Website: www.rbcra.com

### MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, FL

**FROM:**  Tony Brown, CRA Executive Director

**COPY:** J. Michael Haygood, CRA Attorney

**DATE:** April 13, 2016

**SUBJECT:** Resolution to extend the closing date of the Sale Agreement with Inner City Youth Golfers', Incorporated for two additional years for the new community youth golfing center and African American Golfers and Youth Golfers Hall of Fame.

#### REQUEST FOR BOARD ACTION:

Request for Approval of a Resolution to amend the Sale Agreement with Inner City Youth Golfers', Incorporated for two additional years for the new community youth golfing center and African American Golfers and Youth Golfers Hall of Fame; offering an indoor and small outdoor golf skills, education and learning center.

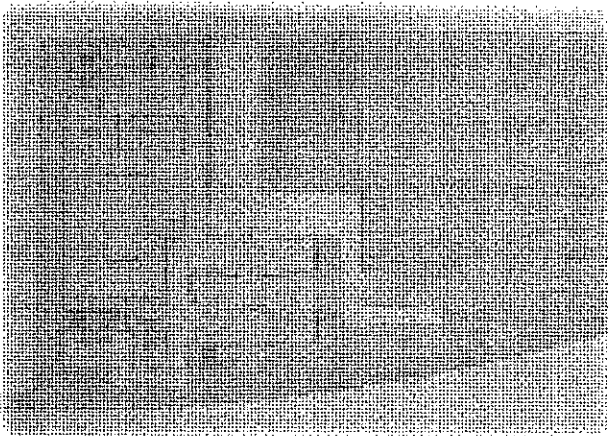
#### BACKGROUND:

April 23, 2014 the CRA Board of Commissioners approved Resolution No. 2014-19, attached as Exhibit A, to enter into a 24 month options contract for the six remnant parcels owned by the Riviera Beach Community Redevelopment Agency (RBCRA) with the Inner City Youth Golfers', Incorporated for \$12,000, subject to certain conditions being met before the transfer of ownership during the options period:

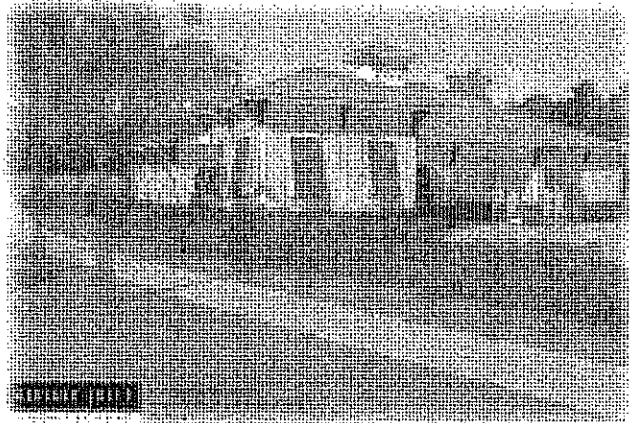
1. Submittal of architectural renderings for CRA review and comment.
2. Provide evidence of Site Plan approval from the City of Riviera Beach.
3. Provide evidence of construction funding for proposed project.
4. The option agreement provides that the purchaser has two years to complete the above during which time they will pay \$2,562 per year for the maintenance of the property which will be credited towards their purchase price if they close within the two-year time frame.

Within the 24-month feasibility period, ICYG has complied by submitting architectural renderings (shown below, *ICYG Rendering*), and has received site plan approval from the City. ICYG provided payments for maintenance of the property, and is in the process of fundraising for construction of the project. ICYG requires additional time to raise enough money to obtain construction financing and also meet the final requirement to close on the property purchase.

**ICYG Site Plan**



**ICYG Rendering**

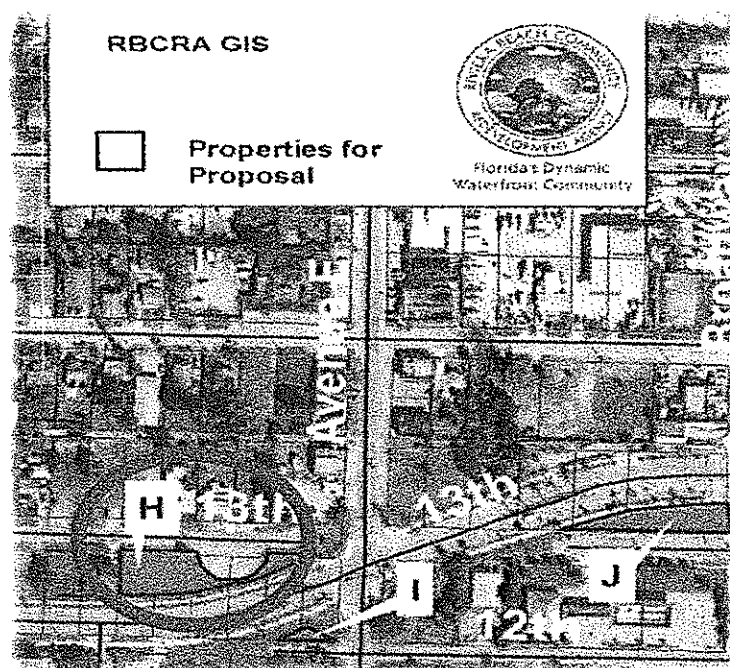


**ABOUT ICYG:**

The Inner City Youth Golfers' Incorporated is non-profit, tax exempt organization and is funded from public and private sources: gifts, grants and donations from individuals, corporations, foundations, businesses, federal, state and local governments.

**ABOUT THE SUBJECT PROPERTY:**

The map below highlights the property that was approved for sale to the Inner City Youth Golfers' Incorporated for \$12,000.00 (labeled as property "H"). The Inner City Youth Golfers' Incorporated desires to develop a community youth golfing center and African American Golfers and Youth Golfers Hall of Fame; offering an indoor and small outdoor golf skills, education and learning center. This amenity, if deemed financially viable, would be a great complement to youth recreational services given the project's proximity to the Max M. Fisher Boys and Girls Club in Riviera Beach and the Marina



**Payments**

April 25, 2014	Down Payment
Option Payment 2015	\$2,562.00
Option Payment 7/1/16	\$2,562.00
Option Payment 7/1/17	\$2,562.00
Balance to Close 5/18/18	\$1,752.00
Total of Payments	\$12,000.00

**RECOMMENDATION**

The RBCRA is recommending approval of a Resolution to amend the Sale Agreement with Inner City Youth Golfers', Incorporated, to extend the closing date for two additional years': subject to an annual option payment of \$2,562.00. All option payments will be credited to the purchase price, if the property closes by the end of the extension period. ICYG will be required to remit a final payment equal to \$1,752.00 at the closing for the new community youth golfing center and African American Golfers and Youth Golfers Hall of Fame.

RESOLUTION NO. 2014-19

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE EXECUTION OF AN EXCLUSIVE OPTION AGREEMENT BY AND BETWEEN THE AGENCY AND INNER CITY YOUTH GOLFERS' INCORPORATED ("BUYER") FOR VARIOUS PROPERTIES SPECIFICALLY DESIGNATED IN EXHIBIT "A" TO THE OPTION AGREEMENT ATTACHED HERETO FOR A TOTAL OF \$5,124 WHICH WILL BE CREATED TOWARDS THE PURCHASE PRICE OF \$12,000; FINDING THAT THE SALES PRICE REPRESENTS FAIR VALUE; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

\*\*\*\*\*

**WHEREAS**, the Agency is the owner of the properties identified in Exhibit "A" (the "Property") attached to the option agreement ("Option Agreement") attached hereto; and

**WHEREAS**, pursuant to the Property Acquisition and Disposition Program ("Policy") adopted by the Agency it was determined that said Property should be sold; and

**WHEREAS**, pursuant to the Policy and Section 163.380, Florida Statutes, notice of disposition was advertised in a newspaper of general circulation soliciting proposal for the use of the property in conformity with the adopted community redevelopment plan; and

**WHEREAS**, pursuant to the Policy the Executive Director has negotiated the Option Agreement which provides for a two year option for the Buyer to purchase the Property pursuant to the terms of vacant land contract ("Vacant Land Contract") attached to the Option Agreement; and

**WHEREAS**, the Agency finds that the sale of the Property to the Buyer is in the public interest for uses in accordance with the adopted Community Redevelopment Plan and the sales price is for fair value in light of the long term benefits achieved by the Agency for a short term loss; that the restrictions of limiting the Property to the development of affordable housing limits the value of the Property; and that the proposed development of the Property for affordable housing adds to the objective of eliminating slum and blight in the adopted plan; and

**WHEREAS**, Staff recommends that the Commissioners of the Agency approve the Option Agreement and the Vacant Land Contract for the sale of the Property to Inner City Youth Golfers' Incorporated.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

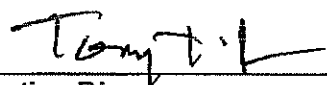
**SECTION 1.** The Commissioners of the Agency hereby approves the Option Agreement and Vacant Land Contract attached hereto for the property listed in Exhibit "A" thereto.

**SECTION 2.** The Chair and the Executive Director are hereby authorized and directed to execute and attest, respectively, that certain Option Agreement and Vacant Land Contract by and between the Riviera Beach Community Redevelopment Agency and Inner City Youth Golfers' Incorporated for the Property substantially in the form of Exhibit "A" attached hereto, subject to the approval of the form thereof, consistent herewith, by the CRA Attorney, and such actions as shall be necessary and consistent to carry out the intent and desire of the Agency.

**SECTION 3.** This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this 23rd day of April, 2014.

ATTEST:

  
Executive Director

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By:   
Name: JUDY L. DAVIS  
Title: Chairperson

Approved as to form and legal sufficiency

MOTION BY:

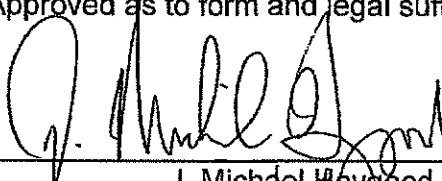
Bruce Guyton

SECONDED BY:

Cedrick Thomas

B. GUYTON  
D. PARDO  
C. THOMAS  
T. DAVIS  
J. DAVIS

AYE  
AYE  
AYE  
AYE  
AYE



J. Michael Haygood  
Date 4/16/2014  
J. Michael Haygood, PA  
General Counsel to CRA

## **EXCLUSIVE OPTION FOR THE PURCHASE OF REAL PROPERTY**

FOR AND IN CONSIDERATION of the granting of this Option, the payment of a non-refundable Option Fee of Five Thousand One Hundred Twenty Four Dollars (\$5,124) payable to Riviera Beach Community Redevelopment Agency (hereinafter called "Optionor/Seller"), the Seller grants and gives to Inner City Youth Golfers' Incorporated (hereinafter called "Optionee/Buyer") the exclusive right and option to purchase that certain real property in Riviera Beach, Florida which have the following property control numbers:

See Exhibit "A"

(hereinafter the "Property").

This Option is given and granted by the Optionor/Seller to the Optionee/Buyer, subject to the following terms and conditions:

1. Term. This Option shall expire at midnight two years from the effective date of this agreement which shall be the day the last of the parties hereto execute the Agreement. The Two Thousand Five Hundred Sixty Two Dollars (\$2,562) of the Option Fee shall be payable upon the Effective Date of the Agreement and the balance shall be payable one year from the Effective Date.
2. The purchase price for said property shall be \$12,000 (hereinafter called the "Purchase Price"), which shall be paid to the Optionor/Seller at closing in cash, or its equivalent. Any Option Fee monies paid hereunder, including the aforementioned non-refundable Option Fee, shall be applied against the Purchase Price at closing should Optionee/Buyer exercise said Option.
3. The Optionee/Buyer shall exercise this Option by execution and delivery to the Optionor of the attached vacant land contract on or before the expiration date of this Option together with any down payment required thereby. Upon delivery of said executed vacant and the down payment, Optioner/Seller shall forthwith execute the same within five (5) days.
5. Title. If this Option is exercised, Optionor/Seller agrees to convey by warranty deed a good and marketable title to the Property, free and clear of all liens and encumbrances, except as hereinafter set forth. Optionee/Buyer shall have a reasonable time after the exercise of this Option in which to examine the title to said property. If Optionee/Buyer finds any legal defects to the title, Optionor/Seller shall be furnished with a written statement thereof and be given a reasonable time in which to correct same. If the Optionor/Seller shall fail to correct or satisfy such legal defects within a reasonable time, then Optionee/Buyer shall have a choice of accepting said property with such legal

defects or declining to do so, such choice to be exercised by written notice to Optionor/Seller. If Optionee/Buyer shall decline to accept said property subject to such legal defects, then the contract for the sale of such property shall be null and void. Notwithstanding the foregoing, the Property shall be conveyed subject to:

- a. All valid restrictions of record; and
- b. Existing zoning ordinances and regulations.

Notwithstanding the above, it is expressly understood by both the Optionee/Buyer and Optionor/Seller that **NO EQUITABLE INTEREST** in the property is created in or to Optionee/Buyer by this Agreement, and that full ownership interest is retained by the Optionor/Seller until such time as Optionee/Buyer exercises his option as set forth herein.

6. Condition of Property. Optionor/Seller warrants that when the contemplated sale is consummated, the Property shall be purchased in its PRESENT AS-IS CONDITION. Risk of loss or damage to the Property for any reason except through fault of Optionee/Buyer prior to the consummation of the sale shall be borne by the Optionor/Seller with the exception of personal contents inside the property.
7. Non-exercise of option; Return of Option Payments. If this Option is not exercised by the Optionee/Buyer for any reason whatsoever, including, but not limited to, expiration of the term hereof or default by Optionee/Buyer or Optionor/Seller, the consideration paid by Optionee/Buyer hereunder shall be forfeited by the Optionee/Buyer to the Optionor/Seller, who shall retain all of said Option money as liquidated damages.
8. Default; Cross-Default. Should Optionee/Buyer not make any payment as contemplated herein as and when due, then Optionee/Buyer shall be in default hereunder, and any and all monies paid to Optionor/Seller hereunder shall be forfeited to Optionor/Seller. Additionally, any default by Optionee/Buyer under any separate agreement concerning the Property, including, but not limited to any leases for the possession thereof, shall be deemed a default under this Option, and any monies paid to Optionor/Seller hereunder shall immediately be forfeited to Optionor/Seller.
9. Property Insurance. Until such time as Optionee/Buyer exercises this Option, Optionor/Seller shall keep the Property insured against loss by fire or other casualty, and shall maintain such insurance in an amount equal to the replacement value of the Property, as such as determined by Optionor/Seller's property insurance carrier.
10. Assignment. It is understood and agreed by the Optionor/Seller and the Optionee/Buyer that the Optionee/Buyer's interest herein may not be assigned to



any individual or individuals, corporation, syndicate or other business association, before or after the exercise of this Option.

11. Binding Effect. This agreement shall bind, and inure to the benefit of, the parties hereto, their heirs, administrators, executors, successors and assigns.
12. Representation and Warranties.
  - a. Optionor/Seller represents and warrants that it is the owner of the Property, and the officers or agents who sign this Option warrant that they have authority to sign same on Optionor/Seller's behalf;
  - b. Optionee/Buyer represents and warrants that he suffers from no legal disability that would prevent Optionee/Buyer's fulfillment of his duties and covenants as set forth herein.
13. Miscellaneous.
  - a. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification shall be binding unless set forth in writing, properly attested, and attached hereto and signed by the parties hereto;
  - b. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Florida;
  - c. Time. Time is of the essence of this Agreement;
  - d. Captions. The captions in this Agreement are included for convenience only and do not constitute a part hereof;
  - e. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto were upon the same instrument;
  - f. Rights and Remedies. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law.
  - g. Severability. If any provision of this Agreement, or part thereof, is held invalid, illegal or unenforceable, such provision shall be modified or deleted as to the extent to render the same valid, legal and enforceable. The validity, legality or enforceability of the remaining provisions hereof shall not, in any way, be affected thereby.

16. Notice. All notices required by this agreement shall be given in writing and shall be delivered by Registered Mail directed to the parties at the addresses given below. Said notices shall become effective as of the date of mailing as evidenced by the official receipt of the United States Postal Service:

As To Optionor/Seller:

Tony Brown, Executive Director  
Riviera Beach Community Redevelopment Agency  
2001 Broadway

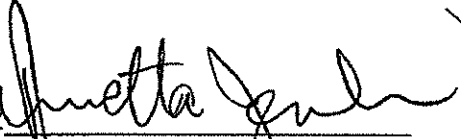
Riviera Beach, Florida

As To Optionee/Buyer:

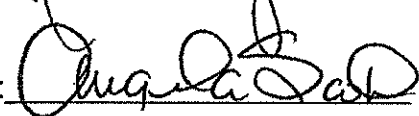
Malachi Knowles, President  
Inner City Youth Golfer's, Inc.  
1032 Center Stone Lane  
Riviera Beach, Florida 33404

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and their seals affixed, effective as of the 25 day of April, 2014.

WITNESS:



WITNESS:



**OPTIONOR/SELLER**

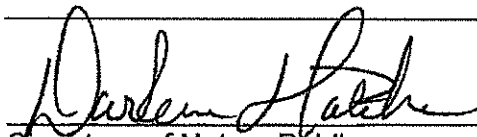
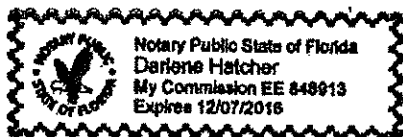
Riviera Beach Community  
Redevelopment Agency

By:

Tony T. Brown  
Name: Tony T. Brown  
Title: Executive Director

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2014, by Tony T. Brown personally known ✓ or produced identification as follows \_\_\_\_\_.



Signature of Notary Public

Darlene Hatcher

Print Name Darlene Hatcher

Commission Number: EE 848913

Commission Expiration: 12/07/2016

[Optionee/Buyer signature on following page]

OPTIONEE/BUYER

Inner City Youth Golfers' Incorporated

WITNESS:

By:

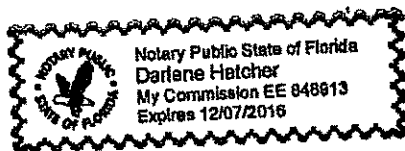
Name: MALACHI KNOWLES

Title: PRESIDENT

WITNESS:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2014, by Malachi Knowles personally known ☒ or produced identification as follows \_\_\_\_\_.



Darlene Hatcher  
Notary Public

Darlene Hatcher  
Print Name

Commission Number: EE848913

Commission Expiration: 12/07/2016

# Vacant Land Contract



## PARTIES AND DESCRIPTION OF PROPERTY

2\* 1. SALE AND PURCHASE: RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("Seller")  
 3\* and INNER CITY YOUTH GOLFER'S INC., a Florida not for profit corporation ("Buyer")  
 4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:  
 5\* Address: VARIOUS LOTS IN, RIVIERA BEACH, FL 33404  
 6\* Legal Description: SEE EXHIBIT "A"  
 7\* \_\_\_\_\_  
 8\* \_\_\_\_\_  
 9\* \_\_\_\_\_  
 10\* \_\_\_\_\_  
 11\* \_\_\_\_\_  
 12\* including all improvements and the following additional property: \_\_\_\_\_  
 13\* \_\_\_\_\_  
 14\* \_\_\_\_\_

## PRICE AND FINANCING

15 2. PURCHASE PRICE: \$ 12,000.00 payable by Buyer in U.S. funds as follows:  
 16\* \_\_\_\_\_  
 17\* (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) on \_\_\_\_\_ by  
 18\* \_\_\_\_\_ for delivery to J. MICHAEL HAYGOOD, P.A. ("Escrow Agent")  
 19\* \_\_\_\_\_  
 20\* (Address of Escrow Agent) 701 NORTHPOINT PARKWAY, SUITE 209, WEST PALM BEACH  
 21\* (Phone # of Escrow Agent) (561) 684-8311  
 22\* (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_  
 23\* or \_\_\_\_\_ days from Effective Date (10 days if left blank).  
 24\* (c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
 25\* (d) \$ 5,124.00 Other: OPTION FEE  
 26\* (e) \$ 6,876.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds  
 27\* paid at closing must be paid by locally drawn cashier's check, official check or wired funds.  
 28\* ☐ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit  
 29\* used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: \_\_\_\_\_)  
 30\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of total  
 31\* area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this  
 32\* Contract. The following rights of way and other areas will be excluded from the calculation: \_\_\_\_\_  
 33\* \_\_\_\_\_

34\* 3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.  
 35\* ☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the  
 36\* "Financing") within \_\_\_\_\_ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever  
 37\* occurs first) (the "Financing Period"). Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank)  
 38\* and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after  
 39\* using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract  
 40\* and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.  
 41\* ☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_ or  
 42\* \_\_\_\_\_ % of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer will  
 43\* keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage  
 44\* broker to disclose all such information to Seller and Broker.  
 45\* ☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the  
 46\* amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_ % and payable as follows:  
 47\* \_\_\_\_\_  
 48\* \_\_\_\_\_ The  
 49\* mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted  
 50\* by Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

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option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make ☐ (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently \$ \_\_\_\_\_ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) interest rate of \_\_\_\_\_ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_ % or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

#### CLOSING

**4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on 45 days from eff. date, 45 days ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

**5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if Seller requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

**(a) Seller Costs:**

Taxes on the deed  
Recording fees for documents needed to cure title  
Title evidence (if applicable under Paragraph 8)

Other: \_\_\_\_\_

**(b) Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey and sketch  
Insurance

Other: \_\_\_\_\_

**(c) Title Evidence and Insurance: Check (1) or (2):**

☐ (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☒ Seller will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☐ Buyer will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ Buyer will select the title agent and Seller will pay for the owner's title policy, search, examination and related charges.

☐ (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. ☐ Seller ☐ Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

**(d) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

**(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts. If special assessments may be paid in installments ☐ Buyer ☐ Seller (if left blank, Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

**(f) Tax Withholding:** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.

**(g) 1031 Exchange:** If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

#### PROPERTY CONDITION

**6. LAND USE:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

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

**(b) Government Regulation:** Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below.

**(c) Inspections: (check (1) or (2) below)**

☐ **(1) Feasibility Study:** Buyer will, at Buyer's expense and within \_\_\_\_\_ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for \_\_\_\_\_

use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☒ **(2) No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

**(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

**7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing, or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### TITLE

**8. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

**(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent Buyer's intended use of the Property as \_\_\_\_\_: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

**(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

**(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

**(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

**(c) Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above.

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

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

#### MISCELLANEOUS

**9. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

**(a) Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. Time is of the essence for all provisions of this Contract.

**(b) Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any

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holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

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

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

**11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

**12. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

#### DEFAULT AND DISPUTE RESOLUTION

**13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

**14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

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ESCROW AGENT AND BROKER

**15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

**16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

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

Selling Sales Associate/License No. \_\_\_\_\_ Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) \_\_\_\_\_  
Listing Sales Associate/License No. \_\_\_\_\_ Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) \_\_\_\_\_

ADDITIONAL TERMS

**18. ADDITIONAL TERMS:** SUBJECT TO THE FOLLOWING TERMS:

- (1) SUBMITTAL OF ARCHITECTURAL RENDERING FOR GRA REVIEW AND COMMENT.
- (2) EVIDENCE OF SITE PLAN APPROVAL FROM THE CITY OF RIVIERA BEACH.
- (3) EVIDENCE OF CONSTRUCTION FUNDING FOR PROPOSED PROJECT.

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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

377 **OFFER AND ACCEPTANCE**

378\* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)  
379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
380 copy delivered to Buyer no later than ☐ a.m. ☐ p.m. on \_\_\_\_\_, this offer will be  
381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 **COUNTER OFFER/REJECTION**

383\* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from  
385 the date the counter is delivered. ☐ Seller rejects Buyer's offer.

386\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
387\* Print name: \_\_\_\_\_

388\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
389\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
390\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_  
391\* E-mail: \_\_\_\_\_

392\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
393\* Print name: \_\_\_\_\_

394\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
395\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
396\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_  
397\* E-mail: \_\_\_\_\_

398\* **Effective Date:** \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399\* **Buyer** (\_\_\_\_) (\_\_\_\_) **and Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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# EXHIBIT "A"

- PARCEL 1: RIVIERA LOT 6 (LESS SLY 64.40 FT) BLK 12  
PCN: 56-43-42-33-06-012-0061
- PARCEL 2: RIVIERA LOT 5 (LESS SLY 72.43 FT) BLK 12  
PCN: 56-43-42-33-06-012-0051
- PARCEL 3: RIVIERA IRREG PAR OF LT 4, AS IN OR 14226, P 430 BLK 12  
PCN: 56-43-42-33-06-012-0042
- PARCEL 4: RIVIERA N  $\frac{1}{2}$  OF LT 3 (LESS NLY 45.57 FT AND SLY 37.26 FT AS  
IN OR 14236, PG 1714 BLK 12  
PCN: 56-43-42-33-06-012-0032
- PARCEL 5: RIVIERA NLY 32.77 FT AND SLY 15.63 FT OF ELY 34.25 FT OF LT  
2 BLK 12 (NORTH SIDE OF STREET ONLY)  
PCN: 56-43-42-33-06-012-0021
- PARCEL 6: RIVIERA IRREG SHAPED PAR OF LT 1, AS IN OR 14572, P 286 BLK  
12 (NORTH SIDE OF STRET ONLY)  
PCN: 56-43-42-33-07-012-0011



## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043  
Website: www.rbcra.com

### MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, FL

**FROM:** *TJB* Tony Brown, CRA Executive Director

**COPY:** J. Michael Haygood, CRA Attorney

**DATE:** April 9, 2014

**SUBJECT:** Request for Approval of a Resolution to sell six partial lots owned by the Riviera Beach CRA to Inner City Youth Golfers' Incorporated for purposes of assisting them to locate a new community youth golfing center and African American Golfers and Youth Golfers Hall of Fame; offering an indoor and small outdoor golf skills, education and learning center.

#### REQUEST FOR BOARD ACTION:

The Agency is requesting Board Approval to enter into a 24 month options contract for the six remnant parcels owned by the Riviera Beach Community Redevelopment Agency (RBCRA) to the Inner City Youth Golfers' Incorporated for \$12,000 subject to certain conditions being met before the transfer of ownership during the options period:

1. Submittal of architectural rendering for CRA review and comment
2. Provide evidence of Site Plan approval from the City of Riviera Beach
3. Provide evidence of construction funding for proposed project
4. The option agreement provides that the purchaser has two years to complete the above during which time they will pay \$2,562 per year for the maintenance of the property which will be credited towards their purchase price if they close within the two year time frame

#### CONSISTENCY WITH CRA POLICY & STATE STATUTES:

The adopted Community Redevelopment Plan authorizes the acquisition and disposition of property within the Community Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes (CRA Act). On January 6, 2014, the CRA published a Notice of Intention to Dispose of Real Property, and provided an invitation for proposals for acquisition of vacant and remnant properties mostly within the 13<sup>th</sup> Street corridor. The Agency does not require ownership of these properties to

implement the approved Redevelopment Plan, and thus recommends that they be sold. Many of the properties

within the 13<sup>th</sup> Street corridor were remnants from the construction project to build a new 13<sup>th</sup> Street completed by the Port of Palm Beach.

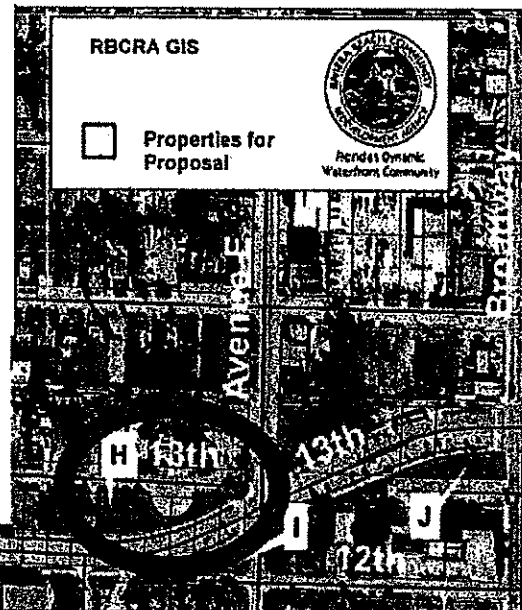
#### **ABOUT THE SUBJECT PROPERTY:**

The Agency received a proposal for six of the properties that were noticed in the Palm Beach Post from the Inner City Youth Golfers' Incorporated. No other proposals were received. The map below highlights the 6 properties that have been requested for purchase by the Inner City Youth Golfers' Incorporated for \$12,000.00. They are labeled as property "H". The Inner City Youth Golfers' Incorporated desires to develop a community youth golfing center and African American Golfers and Youth Golfers Hall of Fame; offering an indoor and small outdoor golf skills, education and learning center. The price offered is based upon the assessed value provided for the properties by the Palm Beach County Property Appraisers Office. This amenity, if deemed financially viable, would be a great complement to youth recreational services given the project's proximity to the Riviera Beach Boys and Girls Club.

The Agency had the state certified appraisal firm Anderson & Carr appraise the properties to determine the property market value in accordance with policies and procedures and they were assessed a value of \$15,000. The following Map and table highlights the properties requested by the Inner City Youth Golfers' Incorporated. The proposed \$12,000 purchase price is lower than the appraised value however it matches the property appraiser's assessed value. The proposed use for the property for a new community building featuring the African American Golfers, Youth Golfers Hall of Fame and a youth golfing learning center is in furtherance of the goals of the adopted redevelopment plan. The 24 month feasibility period will ensure that this recreational amenity and cultural asset is built. Otherwise ownership, will remain with the CRA.

The Inner City Youth Golfers Incorporated has requested to purchase the following properties:

<u>Proposed Use</u>	<u>Appraised Value</u>
Parcel's H:	\$15,000
Wall dedication and History of golf plaques	
Kitchen, Storage Space, Bathrooms,	
Classrooms, Formal Conference room,	
Golf simulator, Golf fitness, Golf club fitting,	
Equipment repair & Training room and offices.	



The CRA Plan contains goals and objectives regarding the need for neighborhood stabilization; open space; commercial revitalization; projects designed for the reduction or prevention of crime; and projects designed for the prevention of the development or spread of slum and blight within the CRA area. The Inner City Youth Golfers' Incorporated proposed use of the properties meets these goals and objectives. The parcels have a combined land area of approximately 10,300 square feet.

**ABOUT ICYG:**

The Inner City Youth Golfers' Incorporated is funded from public and private sources: gifts, grants and donations from individuals; corporations; foundations; businesses; federal, state and local governments; and proposes to purchase the properties for the amount of \$12,000.

**FISCAL IMPACT & BUDGET**

Sale of the properties will reduce the Agency's annual property maintenance expenses by approximately \$2,562 per year and provide \$6,876 for future projects and programs.

**RECOMMENDATION**

The RBCRA is recommending approval of the Resolution authorizing the Executive Director of the Agency to enter into an options contract for the eventual sale of six parcels owned by the Riviera Beach Community Redevelopment Agency (RBCRA) to the Inner City Youth Golfers' Incorporated pending resolution of the feasibility period to the mutual satisfaction of both parties.

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

---

**Subject:** RESIDENTIAL GRANT PROGRAM

---

**Recommendation/Motion:** APPROVAL

---

<b>Originating Dept</b>	INTERIM EXECUTIVE DIRECTOR	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

SEE ATTACHED

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo.Residential.Grant.Program.pdf	MEMO	1/5/2017	Cover Memo
Resolution.Residential.Grant.Program.pdf	RESOLUTION	1/5/2017	Resolution
2017.NEIGHBORHOOD_INCENTIVES.pdf	2017 NEIGHBORHOOD INCENTIVES	1/5/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	1/5/2017 - 9:21 PM
CRA Internal Review	Evans, Scott	Approved	1/5/2017 - 9:24 PM






# RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043  
Website: [www.rbcra.com](http://www.rbcra.com)

## MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, Florida

**FROM:**  Scott Evans  
Interim Executive Director, CRA

**COPY:** J. Michael Haygood  
General Counsel, CRA

**DATE:** January 5, 2017

**SUBJECT:** A Resolution approving the 2017 Residential Grant Programs.

### **REQUEST FOR BOARD ACTION**

The Agency is requesting the Board of Commissioners to approve a Resolution authorizing the 2017 Residential Grant Programs for an amount not to exceed \$300,000 dollars in accordance with the approved budget, and amending the Neighborhood Incentive Procedures Manual (Attached as Exhibit A) for the 2017 program.

### **BACKGROUND / SUMMARY**

Pursuant to the adopted Comprehensive Redevelopment Plan, the Agency is committed to sustainable, comprehensive neighborhood redevelopment. This strategy is a direct result of the direction forged from the 2008 Citizens' Master Plan and the CRA Plan adopted in 2011. From this effort emerged a vision for the Riviera Beach CRA. Key components of the plan called for the adoption of strategies for neighborhood infill, reclamation of neighborhoods, and notable revitalization of CRA neighborhoods.

The proposed program will provide homeowners with grants of up to \$20,000 to make improvements to their single family homes including: façade improvements, painting, roof repair, landscaping, and other property improvements to beautify their homes and property. The Multi-family program will provide a 2:1 match for property owners to make improvements similar to the above. The Program will follow the guidelines and procedures in the attached Neighborhood Manual, and is expected to assist 25-30 home owners with beautification project grants between \$2,500 and \$20,000 dollars.

The Agency passed Resolution No. 2015-13, adopting a Neighborhood Initiatives Procedure Manual on February 11, 2015, and completed the first round of residential grants in 2015/2016 for nine (9) single family home owners.

Staff is proposing several minor modifications to the program since the 2015 approval, more specifically:

1. Changing the name of the House of Distinction Program to the Single Family Housing Beautification Program, incorporating the former Beautification Program.
2. Changing the name of the Properties of Distinction Program to the Multi-Family Housing Beautification Program.
3. Updating the underwriting criteria for the Multi-Family Housing Beautification Program to benefit property owners that have no tenant complaints, code violations, and propose improvements that go beyond the minimum requirements stipulated in Florida Statute 162 and Riviera Beach's Homeowner's Guide. Property owners are required to provide a 1:2 match to RBCRA dollars up to the Maximum grant award.

Among the strategies described in the redevelopment plan is the creation of a "toolbox" approach, which would give the Agency the greatest ability to serve the redevelopment needs of the community as they evolve over the remaining life of the Agency. Some of these tools and future programs are provided in the Manual.

Among these suggested tools are:

- Direct financial incentives to generate new private development
- Direct financial incentives for property improvements
- Interest subsidies on loans for property improvements
- Clean Up Program
- Landscaping/Streetscaping Programs
- Paint Up/Fix Up
- Residential Rehabilitation
- Residential Acquisition
- In Fill and New Housing Program
- Mortgage Subsidy Guarantee and Silent Seconds
- Secure Outside Funding Sources
- Providing Matching Funds for Grants
- Code Enforcement Enhancement
- Community Policing Innovation Activities

The goals of the Neighborhood Incentives Program are to provide a framework for the incremental revitalization of Riviera Beach Heights, Park Manor and other CRA neighborhoods. The 2017 Neighborhood Program funds two different programs:

- 1. Single Family Housing Beautification Program**
- 2. Multi-Family Housing Beautification Program**

**FISCAL IMPACT & SCHEDULE**

The Agency Board approved the budget for this program of \$300,000 in the annual budget. The program will take approximately one year to complete beginning with a community outreach to identify local contractors to participate in the program, followed by an open application process, CRA Board approval, construction, and project close-out.

**RECOMMENDATIONS**

Staff recommends Board approval of a Resolution authorizing the 2017 Residential Grant Programs for an amount not to exceed \$300,000 dollars in accordance with the approved budget, and amending the Neighborhood Incentive Procedures Manual (Attached as Exhibit A) for the 2017 programs.

**RESOLUTION NO. 2017-\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING APPROVAL OF THE 2017 RESIDENTIAL GRANT PROGRAMS FOR AN AMOUNT NOT TO EXCEED \$300,000 DOLLARS IN ACCORDANCE WITH THE APPROVED BUDGET; AMENDING THE NEIGHBORHOOD INCENTIVES PROCEDURES MANUAL FOR THE 2017 INCENTIVE PROGRAM; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.**

**\* \* \* \* \***

**WHEREAS**, Chapter 163, Part III, Florida Statutes (Community Redevelopment Act) requires that community redevelopment plans provide for the development of affordable housing and improved property values within the redevelopment area; and

**WHEREAS**, the Adopted Community Redevelopment Plan provides development of programs to encourage neighborhood redevelopment, program to improve property values, and the development of affordable housing; and

**WHEREAS**, on February 11, 2015, the Board approved the Neighborhood Incentives procedure manual, which has been amended to reflect the proposed programs for 2017, in accordance with the approved budget; and

**WHEREAS**, staff recommends that the Agency adopt the amended "2017 Neighborhood Incentives Manual" attached hereto as Exhibit A and authorize the Single Family & Multi-Family Housing Beautification programs.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Agency hereby authorizes the 2017 Residential Grant Programs to include the Single Family Housing & Multi-Family Housing Beautification Programs for a combined amount not to exceed \$300,000.00 and approve the amended Neighborhood Incentives Manual attached hereto as Exhibit "A".

**SECTION 2.** The Chairman and Executive Director to take such actions as shall be necessary and consistent to carry out the intent and desire of the Agency

**SECTION 3.** This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of January 2017.

**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

**ATTEST:**

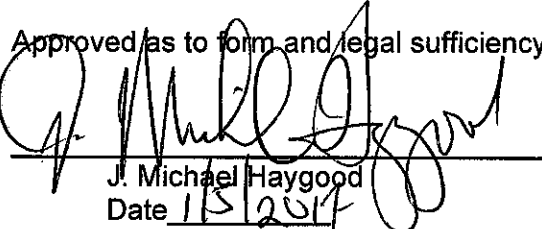
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

\_\_\_\_\_  
Executive Director

**MOTION BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

T. DAVIS \_\_\_\_\_  
L. HUBBARD \_\_\_\_\_  
D. PARDO \_\_\_\_\_  
T. DAVIS \_\_\_\_\_  
K. MILLER ANDERSON \_\_\_\_\_

Approved as to form and legal sufficiency  
  
\_\_\_\_\_  
J. Michael Haygood  
Date 1/5/2017  
J. Michael Haygood, PA  
General Counsel to CRA



THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
NEIGHBORHOOD INCENTIVES  
PROCEDURE MANUAL  
2017

**Riviera Beach Community Redevelopment Agency**  
**2001 Broadway, Suite 300**  
**Riviera Beach, FL 33404**



Florida's Dynamic  
Waterfront Community

**Revised January 5, 2017**  
**Approved:\_\_\_\_\_**

## **Guiding Principles**

This manual has been prepared to provide the Riviera Beach Community Redevelopment Agency (RBCRA, CRA or Agency) with a written record of approved and current procedures for its Neighborhood Incentives Program. This manual functions primarily to guide and assist staff in performing their assigned tasks and to provide a uniform set of guidelines to reference. The procedures affect all RBCRA employees and activities of the CRA as they relate to its neighborhood efforts within the sectors of the Community Redevelopment Area.

The purpose of this manual is to establish a comprehensive set of procedures for the operation of RBCRA's Neighborhood Incentives Program. The manual is applicable to the RBCRA Board of Commissioners (Board or Commissioners) and all employees and representatives of the Agency. All pertinent definitions are contained in the individual procedure sections.

The scope of this manual is to do the following:

- Provide all staff with guidance in the administration of the Agency's Neighborhood Incentives Program through a well-organized body of procedures.
- Ensure that Agency procedures are developed through a systematic and uniform process.
- Ensure that all procedures are properly disseminated in a timely manner.
- Ensure that the Agency's procedures are designed, developed and maintained to help the Agency in achieving its overall goals.
- Ensure that the manual is made available to staff who are expected or required to perform the duties contained in the manual.
- Ensure that all procedures are monitored in a comprehensive and consistent manner.

RBCRA will endeavor to leverage our investment whenever the opportunity presents itself. If other funding sources (US HUD, State of Florida, etc.) require income restrictions, i.e., 80% AMI, 120% AMI, etc., then we will follow those income restrictions with any dollars contributed to a project, if required by the funding source.

## **The Procedures and Their Formulation**

Procedures are written expressions of RBCRA's Board of Commissioners' philosophy and guiding principles. They represent a course or line of action adopted and pursued by the Agency that provides guidance on its philosophy on identified issues. Procedures are created to guide the decision-making and action steps required to successfully enhance Neighborhood Development within the Community Redevelopment Area.

Procedures are a detailed description of how a policy is to be accomplished. Procedures describe the steps to be taken, the frequency of the task, and the persons responsible for completing the tasks. Procedural statements represent the direction as well as the steps necessary to implement the philosophy statements. They identify "how" the policy statement will be implemented. Procedures in this manual are intended to provide guidance and assistance to administrators and other members of the CRA community in the conduct of CRA affairs.

The Executive Director, as chief executive officer of RBCRA, may issue policy statements on various matters reserved to the position by the Board of Commissioners. Such statements must

be consistent with policies adopted by the Board of Commissioners of RBCRA and may not exceed the limits established by the Board.

## **Responsibility**

The Riviera Beach Community Redevelopment Agency (CRA) is a public body created pursuant to Part III, section 163.356, Florida Statutes. The Agency was created in 1984. Section 163.356 provides for the following:

- Manner of creating the CRA
- Appointment of the Board of Commissioners and their terms
- Eligibility for appointment of Commissioners
- Power of Commissioners
- Reporting requirements of the Agency
- Budget authority
- Method of removal of Commissioners

Pursuant to section 163.357, F.S., the Riviera Beach City Council established itself as the governing body of the CRA.

Except for policy statements reserved to the Executive Director by the Board of Commissioners, the Board of Commissioners shall approve all policies. With the approval of the City Council, the Board of Commissioners has the authority to enact a budget for the Agency. The Commissioners also define the powers, functions, and duties of Agency staff; fix the compensation of employees; establish the working conditions of employees; authorize retirement and pension systems; and authorize such other powers required to set policy direction for the Agency.

Overall responsibility for the preparation and updating of the *Neighborhood Incentives Procedures Manual* is assigned to the Executive Director. Additions or deletions to the manual, when made, should be distributed to staff and individuals related to the Agency immediately. An up-to-date copy of the manual is made available electronically for inclusion on the Agency's web site and copies are made available for dissemination to the public, as necessary.

## **Neighborhood Incentives Toolkit**

Riviera Beach CRA currently has eight (8) Neighborhood Incentives Programs within its Toolkit. Others may be added from time to time:

1. Single Family Housing Beautification Program (f/k/a House of Distinction Program)
2. Multi-Family Housing Beautification Program (f/k/a Properties of Distinction Program)
3. ~~Beautification Program~~ (Incorporated in the Single Family Housing Beautification Program)
4. Neighborhood Safety Initiatives – On going through Clean & Safe Program



5. Demolition/Replacement Housing Program (Reserved for future Budget Funding)
6. Major Rehabilitation/Restoration Program (Reserved for future Budget Funding)
7. Acquisition (Re)Construction Program (Reserved for future Budget Funding)
8. Emergency Repair Program (Reserved for future Budget Funding)

### **Single Family Housing Beautification Program**

The Single Family Housing Beautification Program will provide funding through the Riviera Beach Community Redevelopment Agency (RBCRA) to eligible single family (one unit) homeowners to make exterior improvements to their property. Eligible improvements include fence replacement, painting, irrigation, landscaping, weatherization (windows and doors), roof repair/replacement, driveway repair and other minor exterior repairs to improve RBCRA identified key homes within the Community Redevelopment Area. Priority will be given to improvements that are necessary to correct health, safety, and code violations.

### **Multi-Family Housing Beautification Program**

The Property of Distinction Program will provide funding through the Riviera Beach Community Redevelopment Agency (RBCRA) to eligible single family (one - four units) rental, multi-family, and business owners to make exterior improvements to their property. Eligible improvements include fence replacement, painting, irrigation, landscaping, weatherization (windows and doors), roof repair/replacement, driveway repair, and other exterior repairs to improve RBCRA identified key properties within the Community Redevelopment Area. Priority will be given to improvements that are necessary to correct health, safety, and code violations.

### **Neighborhood Safety Initiatives**

*On-going through Clean & Safe Program*

## PROGRAMS RESERVED FOR FUTURE PROGRAM AND BUDGET APPROVAL

### **Demolition/Replacement Housing Program - Reserved**

The Demolition/Replacement Housing Program will provide funding to eligible single family (one unit) homeowners to demolish and reconstruct existing homes deemed unsafe, dilapidated, and/or blighted by the City of Riviera Beach and/or the Riviera Beach Community Redevelopment Agency. Homes must be located within the Community Redevelopment Area. Applicants will be selected on a first come, first ready, first served basis. Priority funding is to the City of Riviera Beach or to an eligible applicant based on the referral from the City of Riviera Beach Code Enforcement.

### **Major Rehabilitation/Restoration Program - Reserved**

The Major Rehabilitation Program will provide loans to eligible owners of single family (one unit) homes to make exterior and interior improvements to their homes. Eligible improvements include painting, kitchens, bathrooms, plumbing, landscaping, weatherization (windows and doors), air conditioning/heating, roof repair/replacement, and other repairs necessary to correct health, safety, and code violations. Homes must be located within the Community Redevelopment Area. Applicants will be selected on a first come, first ready, first served basis.

The Major Rehabilitation Program will also provide a rehabilitation loan to owners of eligible rental housing (1 – 4 units) to make exterior and interior improvements to their rental properties. Rental property owners are required to contribute at least 25% of funding towards total rehabilitation costs. Rental properties must be located within the Community Redevelopment Area. Applicants will be selected on a first come, first ready, first served basis.

### **Acquisition (Re)Construction Program - Reserved**

The Acquisition (Re)Construction Program will provide down payment and housing rehabilitation assistance to first time homebuyers purchasing single family homes within the Community Redevelopment Area. As part of the program, homebuyers can make exterior and interior improvements to their homes. Eligible improvements include painting, kitchens, bathrooms, plumbing, landscaping, weatherization (windows and doors), air conditioning/heating, roof repair/replacement, and other repairs necessary to correct health, safety, and code violations. Applicants will be selected on a first come, first ready, first served basis.

As part of the Acquisition (Re)Construction program, RBCRA will acquire derelict properties and vacant land for demolition and reconstruction for development of new construction homes for purchase by first time homebuyers. Properties and vacant land must be located within the Community Redevelopment Area.

### **Emergency Repair Program - Reserved**

The Emergency Repair Program will provide funding to eligible single family (one unit) homeowners to make emergency repairs to their homes. Eligible improvements include plumbing, securing homes (windows and doors), air conditioning/heating, roof repair/replacement, and other repairs necessary to correct conditions threatening the health, safety of occupants. Homes must be located within the Community Redevelopment Area. Applicants will be selected on a first come, first ready, first served basis.

# Program Guidelines

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## **Introduction**

Riviera Beach Community Redevelopment Agency (RBCRA) was established to “re-energize the faltering commercial district and create jobs, reduce crime, improve the appearance of the area, and the quality of life for those who live in and around the Community Redevelopment area” (City of Riviera Beach Community Redevelopment Plan).

RBCRA’s mission is to optimize the future value of property within the Community Redevelopment Area by creating a prioritized strategy for redevelopment, including investing in capital infrastructure that will support the CRA and improvements desired by the City and the residents of the community.

## **Program Objectives**

Riviera Beach Heights, a priority focus area, is a distressed low income neighborhood located within the Community Redevelopment Area. Due to the economic downturn and the real estate crisis, Riviera Beach Heights has experienced disinvestment and high levels of foreclosures which have led to a significant number of abandoned and derelict properties throughout the neighborhood. These properties, along with vacant properties, are contributing to neighborhood decline and instability which are negatively affecting the desirability of the community.

In an effort to avoid further decline, RBCRA implemented programs to provide assistance to homeowners, multi-family property owners, and business owners to rehabilitate distressed and vacant properties within Riviera Beach Heights and other RBCRA neighborhoods. These programs will improve the stability of the neighborhood and foster revitalization to improve the quality of life of residents.

The following are RBCRA’s Program Requirements.

## **Property Eligibility and Selection**

All properties must be located within the Riviera Beach Community Redevelopment Area. Each property rehabilitated as part of RBCRA’s rehabilitation program must be single family homes, multi-family residences, and/or business. Properties are required to be insured (property / homeowners, and flood insurance (if located in a flood area). Property taxes and mortgage must be current and not delinquent. RBCRA will not provide financial assistance outlined in these programs to properties, delinquent on taxes, delinquent on mortgage / loan payments, or in the foreclosure process.

All eligible properties within a target area are encouraged to submit an application for financial assistance. To increase RBCRA’s impact within a neighborhood, RBCRA may identify properties adjacent to or near current and/or proposed infrastructure and facility improvements for financial assistance.

## **Eligible Applicants**

Applicants are required to submit a completed application. The application must be submitted with required documents as specified on the application. Applicant eligibility is based upon property eligibility.

The homeowner applicants are required to occupy the property as their primary residence.

## **Applicant Selection**

Applicants are selected and approved on a first come, first qualified, first served basis. Applications are time stamped and determinations of application submittal will be based on the time stamp. Priority will be given to homeowners with an immediate threat to health and safety.

## **Notice of Eligibility**

Approved applicants will be notified in writing of their eligibility. Approval/award letters are valid for a period of six (6) months from the date of the letter. Extensions of up to three (3) months may be granted at the Director Neighborhood Services discretion. Extensions beyond three (3) months must be approved in writing by the Executive Director and/or the RBCRA Board.

Extensions will not be granted beyond 12 months.

## **Financial Assistance (Subsidy)**

RBCRA may provide eligible property owners financial assistance to be used towards the rehabilitation of their property. Financial assistance is given in the form of a forgivable loan to be used towards interior and exterior improvements per program guidelines.

The amount of financial assistance awarded will be based on the applicant's property rehabilitation needs and will not exceed 50% of the market value of the home as determined by the Palm Beach County's Property Appraiser. The minimum award is determined per program guidelines. The award amount is based on the actual costs and fees associated with the rehabilitation of the property. RBCRA may cap the amount of assistance awarded to the purchaser to avoid over subsidizing the property. Applicants may seek additional subsidy from Palm Beach County, State of Florida, or other subsidy programs. However, applicants might be required to invest their own funds towards the rehabilitation as a match contribution per program guidelines.

Applicants are not permitted to receive any funds directly or indirectly.

## **Affordability Period**

RBCRA's maximum affordability period shall not be longer than 30 years, contingent upon eligible property owners continuing to own the property. In the case of homeowners, the affordability period is contingent upon continuing to own and occupy the property as a principal residence for the full affordability period.

To ensure the affordability period is adhered to, the applicant will be required to execute a recapture provision in the form of a promissory note and mortgage or in the form of a restrictive covenant depending on program award per program guidelines. The terms of the promissory note and mortgage and restrictive covenant will coincide with the above established affordability period.

## **Mortgage and Promissory Note Terms**

Financial assistance will be provided in the form of a deferred payment, forgivable loan with a zero percent (0%) interest rate. The loan is deferred and payment will not be due unless the property owner fails to comply with ownership, occupancy requirements and/or defaults on any of the terms of the mortgage and/or note. The loan will be forgiven on the maturity date and a satisfaction of mortgage will be executed.

Repayment is required if one or more of the following occurs:

- Voluntary sale of the property prior to the loan maturity date
- Transfer of the title of the property other than a voluntary sale
- Failure to occupy the property as principal residence during the affordability period (homeowner)
- Rental/lease during affordability period (homeowner)
- Fraud or misrepresentation

In the event of default, the homebuyer/applicant will be required to make a full repayment of the loan amount plus interest as stated in the mortgage and note.

Applicant (property owner), his/her spouse, and/or the co-owner must be sign the mortgage and note.

## **Restrictive Covenant Terms**

Restrictive Covenants are to be utilized in the rare case when a second mortgage and note are not an appropriate method for adhering to the affordability period. The use of a restrictive covenant must be approved by the Executive Director or permitted as part of the program guidelines.

Restrictive Covenants will be for a term not to exceed 30 years. Property owners are required to comply with occupancy and re-sale requirements stated in the restrictive covenant. The restrictive covenant will terminate 30 years from the purchase date and a release of covenant will be executed.

Enforcement of the restrictive covenant will take place if one or more of the following occurs:

- Voluntary sale of the home prior to the restrictive covenant termination date
- Transfer of the title of the property other than a voluntary sale
- Failure to occupy the property as principal residence during the affordability period (homeowner)
- Rental/lease during affordability period (homeowner)
- Fraud or misrepresentation

Applicant (property owner), his/her spouse, and/or the co-owner must sign the restrictive covenant.

## **Subordination**

Subordination of the mortgage and note will be allowed in the following cases:

- Refinancing to pay for property related repairs or replacements to ensure the home is up to current City, County, State Building Codes and to correct damage to the home or eliminate any and all threats to health and safety
- Refinancing to pay for Barrier Free modifications to home (homeowner)
- Refinancing to lower the property owner's interest rate
- Refinancing to lower the monthly mortgage payment of the property owner
- Refinancing to assist with remedying a foreclosure.

Subordination of the mortgage and note will **not** be allowed under the following conditions:

- Refinancing to consolidate consumer debt (credit cards, car note, etc.) will not be permitted
- Loan terms which include a balloon or adjustable rate

Subordination request must be submitted to RBCRA in writing and must include the loan terms and circumstances of the refinance. A copy of the new loan commitment and appraisal must be submitted with the subordination request. Subordinations must be approved in writing by the Executive Director or his/her assigned delegate.

## **Relocation**

Relocation will not be provided as part of RBCRA programs except when required by law.

## **General Contractor Selection**

General contractors must be approved through either RBCRA's procurement process, the City of Riviera Beach's procurement process, or Palm Beach County's procurement process. RBCRA will review and verify that the general contractors are licensed and insured to perform construction work.

General contractors who are unable to meet RBCRA expectations regarding timeframes and performance will be removed from the list of approved vendors and will be unable to participate in RBCRA's rehabilitation projects. General contractors removed from the approved vendors list will receive written notification.

A contract will not be awarded to general contractors with a suspended or expired license or contractors without appropriate insurance.

## **Initial Inspection and Specification (Scope of Work)**

All properties will require a home inspection to be carried out by the RBCRA inspector (consultant). The inspector will inspect the property for repairs and replacements needed in order for the property to be in compliance with State Building Codes, Local Building Codes, Local Zoning Ordinances to ensure the health and safety of occupants. The inspector will also review the properties for violations of the State and Local Building Codes, such as non-conforming structures and work performed without permits.

The Neighborhood Services staff will review and approve a final specification based on the inspection. The specification will include all repairs and replacements necessary to ensure that the property is up to current State and Building Codes and to eliminate any and all health and safety concerns. Every effort will be made by RBCRA and the inspector to prevent the need for change orders.

The specification will include improvements and products that will improve the energy and water efficiency of each property. Green standards will be achieved by replacing non-functioning products, fixtures, and appliances with Energy Star qualified products and appliances when possible. Water efficiency will be achieved through installing WaterSense labeled products when available. Every effort will be made to include energy saving techniques, products, fixtures, and appliances in the specifications to reduce the energy consumption of the property.

## **Bid and Contract**

The general contractor with the lowest and most response bid will be awarded the contract. The contract will be based on specification and bid submittal. Line items may be eliminated from the bid due to funding limitations.

The total cost of contract may be reduced due to the elimination of line items from the specification due to funding limitations. The contract must be based on the final approved line items. Contracts must be signed by the property owner(s).



## **Change Orders**

Specifications for each property are written to bring the property up to State and Local Building Codes and to ensure the health and safety of the occupants. The specification writer will identify all repairs and/or replacements necessary to eliminate any and all hazards. Unforeseen conditions or circumstances beyond the specification writers control might require the submittal of a change order by the contractor.

Change orders are not to be used by contractors as a way to add unnecessary work or increase the cost of an underpriced contract. To ensure the absolute necessity of work proposed in change orders the following steps are required prior to approval of the change order request.

1. All change orders must be submitted to the inspector for review.
2. The inspector will conduct an inspection of the property to investigate the area of concern.
3. The inspector will forward the change order request along with a written recommendation to Neighborhood Services staff.
4. The Director of Neighborhood Services will review the change order request and recommendation and either approve or deny the request.

In the case of an emergency, the contractors are permitted to receive a verbal approval for repairs/replacements costing less than \$1,500.00. Verbal approval must be received prior to proceeding with the emergency repairs or replacements. A change order request with a written explanation of the emergency situation must be submitted as soon as possible for approval. RBCRA will make every effort to approve an emergency request. An emergency is a repair or replacement that is an immediate threat to health, safety, and/or to prevent further damage. For example: A roof replacement that requires additional wood due to excessive wood damage is an unforeseen condition. The contractor cannot leave the roof exposed to the elements and must purchase the additional wood in order to complete the roof.

Change orders that do not increase the cost of the contract and do not change the basic specification may be approved by the Director of Neighborhood Services without an inspection and/or recommendation from the inspector.

General contractors must receive prior written approval of change order requests before proceeding with the additional work or changes. The contractor will not be paid or reimbursed for any work or changes that have not been previously approved or that are not considered an emergency repair or replacement.

Only the Director of Neighborhood Services can approve a change order, with final approval by the RBCRA Executive Director.

## **Permits and Licenses**

All general contractors and Sub-contractors are required to have all applicable licenses and insurance coverage and/or exemptions. License from the Department of Business and Professional Regulation and/or from Palm Beach County, depending on the trade, is required. It

is the responsibility of the general contractor to ensure that all sub-contractors are licensed and insured. RBCRA will require all contractors to provide proof of General Liability coverage of at least \$1,000,000. General contractors will also be required to provide proof of Worker's Compensation Insurance and ensure that Sub-contractors have the required coverage.

RBCRA will confirm licensing status with the Florida Department of Business and Professional Regulations prior to contract award.

RBCRA will not process any draw requests or make any disbursements unless proper permits are filed and issued by the local building department. Final draw requests will not be approved or paid without submittal of permits and the work performed is approved by the RBCRA inspector and local building department (if applicable).

### **Draw Requests**

General contractors are required to request a minimum of two draws. All request for draws are to be based on the percentage of work completed. Draw request must include the following:

#### **First Draw**

1. Payment Request Form.
2. Pictures of completed work.
3. Copy of permits for all work to be completed.
4. Recorded Notice of Commencement.
5. Release of lien for the amount of draw request.
6. Release of liens from sub-contractors, if applicable

#### **Final Draw**

1. Payment Request Form
2. Permits signed by local municipality building inspectors as complete.
3. Pictures of completed work.
4. Proof of Energy Star rating for appliances and proof of water conservation fixtures/products.
5. Release of lien for the total amount of rehabilitation work.
6. Release of liens from all sub-contractors.
7. Certificate of occupancy by local municipality, if applicable
8. Warranties.

Prior to processing a draw request, the RBCRA inspector will inspect the residence to verify the percentage of work completed. Photos will be taken by the inspector during the inspection.

All draw requests must be approved by the RBCRA inspector and the Director of Neighborhood Services, with final approval by the RBCRA Executive Director.

## **Final Inspections**

A final inspection will be performed by the RBCRA inspector to determine whether the work performed was completed according to the scope of work. The final draw will not be processed if the final inspection determines that the rehabilitation work is not 100% complete. The general contractor is responsible for requesting and paying for subsequent final inspections.

## **Employees**

Employees and immediate relatives of RBCRA or RBCRA Board Members must disclose their employment and/or their relationship to employees in the application upon submittal. Employees and immediate relatives of RBCRA will not receive assistance without prior written permission from the Executive Director and/or the Board. Failure to acquire written permission might result in disqualification of financial assistance and/or might require the full repayment of the financial assistance provided.

Immediate relative is defined as spouse, child, step-child, brother, step-brother, sister, step-sister, parent, and step-parent. Relationship must be disclosed at the time of application submittal.

## **Policy Exceptions**

Policy exceptions will be considered on a case-by-case basis. The Director of Neighborhood Services will review each request and recommend either approval or disapproval to the Executive Director and/or the Board. Approvals and disapprovals will be provided in writing with an explanation. The decision to approve an exception must be based on the ability of RBCRA to approve the exception and whether approving the exception will increase the risk of RBCRA.

Exceptions that contradict State or Local Statutes or regulations will not be approved. Exceptions that contradict RBCRA funding regulations or stipulations will not be approved.

## **Procedures**

The below procedures must be followed during the application, award, and rehabilitation process.

1. Applicant submits completed application with required personal, income, asset, and property documentation.
2. Income and assets are verified through documentation review and/or third party verification.
3. Income certification is completed and signed by property owner(s).
4. Written Notice of Award is provided to property owner(s).
5. Initial Inspection and Specification (Scope of Work) Request to be submitted to RBCRA inspector.

- a. Inspections to be completed and submitted to RBCRA within 10 business days.
  - b. Specifications to be completed and submitted to RBCRA within 15 business days.
6. Specification (scope of Work) will be provided to RBCRA approved general contractors to prepare and submit bids
  - a. Bids must be submitted to RBCRA within 10 days
  - b. Bids must be submitted without omissions
7. Notice of Bid Award
  - a. General contractor will be selected based on lowest most responsive bid
8. Contract negotiations and execution
  - a. Contract will be based on specification and bid submittal
  - b. Contracted work may be reduced due to funding limitations
  - c. Contract must be signed by property owner(s)
9. Change orders will be limited and must be reviewed by and approved by the RBCRA inspector as being necessary to complete previously agreed upon work and/or to address discovered threats to health and/or safety
10. Execution of Mortgage and Note or Restrictive Covenant
  - a. Mortgage and Note will be based on actual costs and fees associated with the rehabilitation of the property to include but not limited to inspections, specifications, cost of improvements, change orders, taxes, fees, surveys, etc.
11. Notice to Proceed will be issued upon receipt of executed contract and copy of proof of insurance and permit application (if applicable)
12. Draw requests and work progress
  - a. General contractor will submit the first (1<sup>st</sup>) draw request upon 50% completion of work
    - i. Must submit copy of building permit inspections (if applicable)
    - ii. Must submit general contractor partial lien release and sub-contractor lien releases (if applicable)
  - b. General contractor will submit the final draw request upon 100% completion of work
    - i. Must submit building permit with final Building Inspections
    - ii. Must submit general contractor lien release and sub-contractor lien releases (if applicable)
  - c. In progress inspection will be completed by RBCRA inspector to verify progress and satisfactory building permit inspections
13. General contractor payment will be made upon 50% and 100% completion with submittal of required documentation, lien releases, satisfactory inspection report, satisfactory building inspection (if applicable) and approval of property owner (approval of property owner may be waived in the event of an unsubstantiated dispute and with the approval of the Executive Director)

## **APPENDIX**

### **1.0 APPLICATIONS**

### **2.0 CHECKLISTS**

### **3.0 PAYMENT AUTHORIZATION**

### **4.0 PROGRAM DESCRIPTION**

## Appendix 1

### APPLICATION FOR ASSISTANCE PROGRAM

Dear Applicant,

Thank you for your interest in Riviera Beach Community Redevelopment Agency's (RBCRA) Assistance Program. The documents listed below must be submitted when applying for Assistance. Attached is the application package. Due to funding requirements, all the information in the package must be completed. If any form does not apply to you, please initial the bottom and submit along with the entire application package. **Incomplete packages will not be accepted.**

**\*\* STAFF WILL NOT MAKE COPIES OF REQUIRED DOCUMENTS \*\***  
**BE SURE TO HAVE YOUR COPIES ALREADY MADE UPON SUBMISSION OF APPLICATION**

**Copies of the following documents are required to be submitted with your application.**

- ☐ Proof of Identification (for both Applicant and Co-Applicant).
  - State issued picture ID or passport
  - Marriage Certificate if you are married and have different last names.
- ☐ Social Security Cards for all household members.
- ☐ Proof of Income (household members 18 and older). Submit all that apply.
  - Three recent and consecutive pay stubs
  - Child Support – court order, divorce decree, or a printout from the agency ordering the child support.
  - Alimony/Palimony – divorce decree or court order.
  - Social security benefit award letter.
  - Pension/Retirement statement – we need three most recent statements.
  - Self-employment – Profit & Loss Statement for last two (2) years and a statement from your accountant projecting your anticipated net business income for the next twelve months.
- ☐ Proof of Property Ownership and occupancy. Submit the items below.
  - Deed – Warranty Deed or Quit Claim Deed and
  - Homestead Exemption or
  - If rental property then submit the lease.
- ☐ Proof that you are current on your property taxes.
  - Palm Beach County Property Tax payment receipt
  - Cancelled check (must have copy of front and back of check)
  - Mortgage statement from lender indicating taxes were paid
- ☐ Most recent mortgage statement.
- ☐ Proof of Homeowners / Property Owners and Flood insurance.

- ☐ Printout from the Florida Department of State Division of Corporation listing the below (businesses only)
  - Name of company
  - Registered agent
  - Officers/directors
- ☐ Copy of IRS letter assigning company's Employment Identification Number (Businesses only)

Once your completed application and all required documents are received, staff will review and make a determination of eligibility. If eligible, you will be contacted to complete the approval process. Once approved, RBCRA will notify an inspector to assess your property to determine repairs/replacements needed and write a scope of work for the repairs. The inspector will contact you to schedule this assessment.

Should you have any questions regarding the application process, please feel free to contact the Neighborhood Services Staff at RBCRA at (561) 844-3408.



**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
ASSISTANCE PROGRAM**

**APPLICATION & CO-APPLICANT GENERAL INFORMATION:**

**Applicant**

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

Marital Status (circle one): \_\_\_\_\_ Married \_\_\_\_\_ Unmarried \_\_\_\_\_ Divorced

Street Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Home: \_\_\_\_\_ Cell / Other#: \_\_\_\_\_

**Co- Applicant**

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

Marital Status (circle one): \_\_\_\_\_ Married \_\_\_\_\_ Unmarried \_\_\_\_\_ Divorced

Street Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Home: \_\_\_\_\_ Cell / Other#: \_\_\_\_\_

**Household Members/Dependents** (Social Security card must be provided for each additional household member listed on application along with proof of number of dependents claimed.)

Name	Date of Birth	Social Security # Or EIN #	Relationship to Applicant(s)



**Are you or any household member a Riviera Beach Community Redevelopment Agency (RBCRA) employee, or related to a RBCRA employee, and/or Board Member?**

YES\_\_\_\_\_ No \_\_\_\_\_

**If yes, identify employee and/or Board Member by name:** \_\_\_\_\_

**Are you or any household member a City of Riviera Beach employee, or related to a City of Riviera Beach employee?** YES\_\_\_\_\_ No \_\_\_\_\_

**If yes, identify employee by name:** \_\_\_\_\_

**Mortgages and Liens** (List debts against the home to include real estate and mortgage loans and list liens placed against your home)

TYPE	CREDITOR'S NAME / ADDRESS	MONTHLY PAYMENT	BALANCE
Mortgage or Rent/Lease Payment			
Lien			
Lien			
Lien			
Other Debt			
Other Debt			

	<b>Applicant</b>		<b>Co-Applicant</b>	
	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
1. Are you current with your Mortgage?	( )	( )	( )	( )
Amount	\$ _____		\$ _____	
How long have you resided at this residence?	_____		_____	
2. Do you own any other real estate?	( )	( )	( )	( )
If yes, location and type _____				
3. Are you in foreclosure?	( )	( )	( )	( )
4. Do you have any outstanding unpaid collections or judgments?	( )	( )	( )	( )
5. Have you declared Bankruptcy in the last 7 years?	( )	( )	( )	( )
6. Are you a party in a lawsuit?	( )	( )	( )	( )



## Inspection Request

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

Property Owner's Name:	
Address:	
Phone #:	

**Please check the exterior improvements that you would like to include:  
(You may check more than one box if appropriate.)**

<input type="checkbox"/> Fence Replacement	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Windows
<input type="checkbox"/> Exterior paint	<input type="checkbox"/> Roof repair	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Flood Mitigation / Drainage	<input type="checkbox"/> Driveway repair	
<input type="checkbox"/> Other, please explain _____		

Priority will be given to improvements that are necessary to correct health, safety, and code violations.

**Requested By:** \_\_\_\_\_  
Print Sign

**INCOME/EMPLOYMENT INFORMATION**

**APPLICANT / CO-APPLICANT**

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

Name of Employer: \_\_\_\_\_ Phone Number \_\_\_\_\_

Address: \_\_\_\_\_ Years Employed: \_\_\_\_\_

Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**APPLICANT / CO-APPLICANT or Household Member over 18:**

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

Name of Employer: \_\_\_\_\_ Phone Number \_\_\_\_\_

Address: \_\_\_\_\_ Years Employed: \_\_\_\_\_

Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**APPLICANT / CO-APPLICANT or Household Member Over 18:**

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

Name of Employer: \_\_\_\_\_ Phone Number \_\_\_\_\_

Address: \_\_\_\_\_ Years Employed: \_\_\_\_\_

Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**APPLICANT / CO-APPLICANT or Household Member Over 18:**

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

Name of Employer: \_\_\_\_\_ Phone Number \_\_\_\_\_

Address: \_\_\_\_\_ Years Employed: \_\_\_\_\_

Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**ANNUAL GROSS INCOME – Attach additional sheet if needed**

<b>SOURCE OF INCOME</b>	<b>APPLICANT</b>	<b>CO-APPLICANT</b>	<b>OTHER HOUSEHOLD MEMBER(S)</b>	<b>TOTAL</b>
Gross Salary				
Overtime, Tips, Bonuses, etc.				
Interest/Dividends				
Business net Income				
Rental Income				
Social Security, Pensions, etc.				
Unemployment, Workers Comp.				
Alimony, Child Support				
Welfare Payments				
Other (List)				
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

### **Things Homeowners / Property Owners Should Know Before Participating in the Assistance Program**

The following is a list of some of the things homeowners / Property Owners should be aware of before participating in the Assistance Program:

1. The purpose of the Assistance Program is to make exterior improvements to key single family homes and properties within target neighborhoods. Key homes and properties are identified by RBCRA according to predetermined criteria.
2. Homeowners should not expect their home to be new or appear to be new when the rehabilitation work has been completed. The program is for rehabilitation and not restoration to the condition of the home when newly constructed.
3. Historic restoration is not included as part of this program.
4. Funding is limited; therefore the program cannot provide assistance for all of the improvements that homeowners may want to be completed. Certain improvements require matching funds from the homeowner.
5. Priority will be given to improvements that are necessary to correct health, safety, and code violations.
6. All grants exceeding \$5,000.00 will be a five (5) year, zero percent (0%) interest deferred loan secured by a lien against the property rehabilitated. The grant will be forgiven at a rate of twenty percent (20%) per year. Grants less than \$5000.00 will not be required to be secured by a lien.
7. Re-payment of the grant is due upon the sale, transfer of the property title, or if cash equity ("cash-out" refinance loan) is taken out of the property.
8. The Riviera Beach Community Redevelopment Agency (RBCRA) is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Applications and documents submitted to RBCRA are public records and, unless exempt pursuant to Florida Statutes, are subject to public records disclosure, except personal information such as your income and social security number. All documents submitted to RBCRA will become property of the RBCRA and will not be returned.

---

Applicant Signature

Date

---

Co-Applicant Signature

Date



**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**  
**“IMPORTANT – APPLICANT READ BEFORE SIGNING”**

The Riviera Beach Community Redevelopment Agency (RBCRA) is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Applications and documents submitted to RBCRA are public records and, unless exempt pursuant to Florida Statutes, are subject to public records disclosure.

The information provided is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information for purposes of income verification related to my/our application for financial assistance. I/We understand that any willful misstatement of material fact will be grounds for disqualification. Applicant understands that the information provided is needed to determine assistance eligibility and in no way assures qualification for assistance. The applicant also agrees to provide any other documentation needed to verify eligibility.

**WARNING:** Chapter 817, Florida Statutes provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under s775.082 o 775.83.

My/our signature below indicates that I/we am/are obligated to advise the RBCRA of all changes in my/our household size or income during this process. A change in size or income may disqualify me/us to receive this assistance.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

**[Fair Housing Act](#)**

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).



## **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

### **SUBORDINATION POLICY**

- Only fixed-rate refinancing will be approved, no balloon or adjustable rate loans will be approved. A pay-off must take place in order for applicant to proceed outside of a fixed rate loan.
- The RBCRA will require a copy of the new loan commitment and appraisal.
- Cash-out refinancing approval will be at the discretion of the RBCRA. Cash out refinancing may be approved for the circumstances below:
  - Emergency home repairs
  - Barrier Free modifications to home
  - Roof repair/replacement
- A subordination request must be submitted to RBCRA Neighborhood Services Staff at least ten (10) business days prior to loan closing. Subordinations must be approved by the Executive Director or his/her assigned delegate.

I have read and understand the above Subordination Policy.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date





**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**  
**AUTHORIZATION FOR THE RELEASE OF INFORMATION**

I, \_\_\_\_\_ and / or \_\_\_\_\_, the undersigned, hereby authorize the release of information without liability for information regarding my mortgage to the Riviera Beach Community Redevelopment Agency for the purposes of verifying information provided as part of determining eligibility for assistance under the Housing Assistance program. I understand that only information necessary for determining eligibility can be requested.

**Types of Information to be Verified:**

I understand that previous or current information regarding me may be required. Verifications that may be requested are, but not limited to: mortgage verification.

**Organizations / Individuals that may be asked to provide written / verbal verifications are, but not limited to:**

Banks or Financial Institutions

Other: \_\_\_\_\_

**Agreement to Conditions:**

I agree that a photocopy of this authorization may be used for the purposes stated above. I understand that I have the right to review this file and correct any information found to be incorrect.

---

Signature of Applicant

Printed Name

Date

---

Signature of Co – Applicant / household member

Printed Name

Date



### THIRD PARTY VERIFICATION OF MORTGAGE

#### NOTE TO MORTGAGEE:

The applicant identified below has applied for assistance for rehabilitation of his/her/their property listed below through the **Riviera Beach Community Redevelopment Agency**. The applicant has authorized this Agency in writing to obtain verification of the status of an existing mortgage on the property from any source named in the application. The requested information in this verification of mortgage is for the confidential use of this agency. Please furnish the information requested below and return this form using the addressed envelope provided or **fax it to (561) 881-8043**.

#### Authorization:

I hereby authorize the release of requested information. A copy of the executed "Authorization for Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant/Co-Applicant/Household Member \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_

-----APPLICANT NOT TO FILL OUT FORM BELOW THIS LINE-----

#### Please return information to:

Riviera Beach Community Redevelopment Agency, Neighborhood Services Department

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

Address: 2001 Broadway, # 300, Riviera Beach, FL 33404 Phone: 561-844-3408

#### Complete the following information:

Date of Mortgage: \_\_\_\_\_ Original Amount: \$ \_\_\_\_\_

Date of Maturity \_\_\_\_\_ Present Balance: \_\_\_\_\_

Type of Mortgage (Conventional, FHA, VA) \_\_\_\_\_

Total Monthly payment: \$ \_\_\_\_\_

Principal & Interest: \$ \_\_\_\_\_

Mortgage Insurance Premium: \$ \_\_\_\_\_

Real Estate Taxes: \$ \_\_\_\_\_

Insurance: \$ \_\_\_\_\_

Are payments current: (Yes or No): \_\_\_\_\_ How many late payments in last 12 months? \_\_\_\_\_

If No, state amount in Arrears: \_\_\_\_\_ # of months in Arrears: \_\_\_\_\_

State amount of termination fee: \$ \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

**If this form does not apply to you, initial here and return with the rest of the application package.** \_\_\_\_\_

## **Appendix 2**

### **Checklist**

(House of Distinction, Properties of Distinction, Beautification, Demolition/Replacement Housing, Major Rehabilitation/Restoration, Acquisition (Re)Construction, Emergency Repair Programs)

#### **Residential**

- ☐ Application
- ☐ Proof of Identification (for both Applicant and Co-Applicant)
  - State issued picture ID or passport
  - Marriage Certificate if you are married and have different last names
- ☐ Social Security Cards for all household members
- ☐ Proof of Income (household members 18 and older). Submit all that apply.
  - Three recent and consecutive pay stubs
  - Child Support – court order, divorce decree, or a printout from the agency ordering the child support.
  - Alimony/Palimony – divorce decree or court order.
  - Social security benefit award letter.
  - Pension/Retirement statement – we need three most recent statements.
  - Self-employment – Profit & Loss Statement for last two (2) years and a statement from your accountant projecting your anticipated net business income for the next twelve months.
- ☐ Proof of Property Ownership and occupancy
  - Deed – Warranty Deed or Quit Claim Deed and
  - Homestead Exemption (if applicable)
- ☐ Proof that you are current on your property taxes
  - Palm Beach County Property Tax payment receipt
  - Cancelled check (must have copy of front and back of check)
  - Mortgage statement from lender indicating taxes were paid
- ☐ Most recent mortgage statement
- ☐ Proof of Homeowners and Flood insurance

#### **Business / Commercial**

- ☐ Printout from the Florida Department of State Division of Corporation listing the below
  - Name of company
  - Registered agent
  - Officers/directors
- ☐ Copy of IRS letter assigning company's Employment Identification Number (EIN)

**Appendix 3**  
**Riviera Beach CRA**  
**Payment Authorization Checklist**

**Applicant Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Draw Invoice #:** \_\_\_\_\_ **Draw #:** \_\_\_\_\_ **Final Invoice:** \_\_\_\_\_ **Invoice Request Date:** \_\_\_\_\_

**Previous Balance: \$** \_\_\_\_\_ **This Payment Amount: \$** \_\_\_\_\_

**New Balance After This Draw: \$** \_\_\_\_\_ **Project Manager:** \_\_\_\_\_

	Reviewed/Approved By/Date
Contract Signed With W-9 Attached	
Applicant Briefed By Project Manager	
Appropriate Permits Secured	
Inspection Completed By Official Inspector- Attached Doc.	
On-Site Contract Work Verification By Project Manager (Original Contractor(s) Match Application, or Formal Waiver)	
Approval By CRA Neighborhood Services Director	
Approval By CRA Executive Director	
Check Issued	

The invoice and supporting documentation have been reviewed and it is approved for payment.

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

Approving Authority

Payment approved by:
----------------------

## Appendix 4

### Single Family Housing Beautification Program

**Program Funding: \$300,000 (funding shared with Multi-family program)**

**Description:** The Single Family Housing Beautification Program will provide funding through the Riviera Beach Community Redevelopment Agency (RBCRA) to eligible single family (one unit) homeowners to make exterior improvements to their property. Eligible improvements include fence replacement, painting, irrigation, landscaping, weatherization (windows and doors), roof repair/replacement, driveway repair and other minor exterior repairs to improve RBCRA identified key homes within the Community Redevelopment Area. Priority will be given to improvements that are necessary to correct health, safety, and code violations.

**Impact:** 25-30 Properties

<b>Maximum Funding</b>	<b>Up to \$20,000</b>
<b>Eligibility and Restrictions</b>	
<b>Income</b>	Not Applicable
<b>Occupancy</b>	Not Applicable
<b>Property Conditions</b>	Priority improvements are documented exterior health, safety, and/or code violations. * RBCRA reserves the right to limit grants relative to value of the property.
<b>Unit Type</b>	Single family homes
<b>Location</b>	Riviera Beach Community Redevelopment Area Boundaries
<b>Funding Terms</b>	
<b>Mortgage</b>	5 year forgivable loan, reduced by 20% each year. <ul style="list-style-type: none"><li>• 100% funding for fence replacement, irrigation, and exterior paint, and other similar façade and property improvements</li><li>• 100% funding for roof repair.</li><li>• 100% funding for flood mitigation/drainage.</li><li>• 90% funding with 10% match for driveway repair.</li></ul>
<b>Restrictive Covenant</b>	5 years
<b>Interest</b>	0%

Certain conditions may apply and all grants are subject to approval by the RBCRA Board of Commissioners.

## Multi-Family Housing Beautification

**Program Funding: \$300,000 (funding shared with Single Family Program)**

**Description:** The Multi-Family Housing Beautification Program will provide funding through the Riviera Beach Community Redevelopment Agency (RBCRA) to eligible single family (one - four units) rental, multi-family, and business owners to make exterior improvements to their property. Eligible improvements include fence replacement, painting, irrigation, landscaping, weatherization (windows and doors), roof repair/replacement, driveway repair, and other exterior repairs to improve RBCRA identified key homes within the Community Redevelopment Area. Priority will be given to improvements that are necessary to correct health, safety, and code violations.

**Impact:** 25-30 properties

<b>Maximum Funding</b>	<b>Up to \$20,000</b>
<b>Eligibility and Restrictions</b>	
<b>Income</b>	Not Applicable
<b>Occupancy</b>	Not Applicable
<b>Property Conditions</b>	Priority improvements are documented exterior health, safety, and/or code violations. * RBCRA reserves the right to limit grants relative to value of the property.
<b>Unit Type</b>	Multi-Family Houses (that contain up to four units)
<b>Location</b>	Riviera Beach Community Redevelopment Area Boundaries
<b>Funding Terms</b>	
<b>Mortgage</b>	5 year forgivable loan, reduced by 20% each year. <ul style="list-style-type: none"> <li>• 100% funding for fence replacement, irrigation, and exterior paint, and other similar façade and property improvements</li> <li>• 100% funding for roof repair.</li> <li>• 100% funding for flood mitigation/drainage.</li> <li>• 90% funding with 10% match for driveway repair.</li> </ul>
<b>Restrictive Covenant</b>	5 years
<b>Interest</b>	0%

- a. For properties that have had no tenant complaints, code violations, law enforcement infractions, and utility bill delinquencies over the past six months – 4 bonus points
- b. For property owners who propose façade improvements that are tasteful and above and beyond the minimum requirements stipulated in Florida Statute 162 and Riviera Beach's Homeowner's Guide – 2 bonus points
- c. For property owners who propose landscape improvements (inclusive of irrigation, lighting, etc.) that are tasteful, above and beyond the minimum requirements stipulated in Florida Statute 162 and Riviera Beach's Homeowner's Guide – 2 bonus points
- d. For property owners to provide a 1:2 match to RBCRA dollars, up to the maximum grant award.

Certain conditions may apply and all grants are subject to approval by the RBCRA Board of Commissioners.

## **Neighborhood Safety Initiatives**

*On-going through the Clean & Safe Program*



**THE FOLLOWING PROGRAMS ARE RESERVED FOR FUTURE PROGRAM AND  
BUDGET APPROVAL BY THE CRA COMMISSION**

**Demolition/Replacement Housing Program**

**Program Funding: Reserved for Future Program Approval**

**Description:** The Demolition/Replacement Housing Program will provide funding to eligible single family (one unit) homeowners to demolish and reconstruct existing homes deemed unsafe, dilapidated, and/or blighted by the City of Riviera Beach and/or the Riviera Beach Community Redevelopment Agency. Homes must be located within the Community Redevelopment Area. Applicants will be selected on a first come, first ready, first served basis.

**Impact:** TBD: # properties to be assisted

Maximum Funding	
STBD (Demo \$7,500, Construction \$150,000)	
Eligibility and Restrictions	
<b>Income</b>	Not Applicable
<b>Occupancy</b>	Owner Occupied
<b>Property Conditions</b>	Eligible properties must have documented health, safety, and/or code violations
<b>Unit Type</b>	One unit, single family homes
<b>Location</b>	Riviera Beach Community Redevelopment Agency Boundaries
Funding Terms	
<b>Mortgage</b>	30 years in first position, non-forgivable and shared equity.
<b>Restrictive Covenant</b>	30 years
<b>Interest</b>	N/A

## Major Rehabilitation Program – Owner Occupied

### Program Funding: Reserved for Future Program Approval

**Description:** The Major Rehabilitation Program – Owner Occupied will provide loans to eligible homeowners of single family (one unit) homes to make exterior and interior improvements to their homes. Eligible improvements include painting, kitchens, bathrooms, plumbing, landscaping, weatherization (windows and doors), air conditioning/heating, roof repair/replacement, and other repairs necessary to correct health, safety, and code violations. Homes must be owner occupied and located within the Community Redevelopment Area. Applicants will be selected on a first come, first ready, first served basis.

**Impact:** TBD: # households will be assisted.

<b>Maximum Funding</b>	<b>\$TBD (ELI and LI, 10) \$TBD (ML, 3)</b>
<b>Eligibility and Restrictions</b>	
<b>Income</b>	Not Applicable
<b>Occupancy</b>	Owner Occupied
<b>Property Conditions</b>	Priority will be given to homes with documented health, safety, and/or code violations.
<b>Unit Type</b>	One unit, single family homes
<b>Location</b>	Riviera Beach Community Redevelopment Agency Boundaries
<b>Funding Terms</b>	
<b>Mortgage</b>	20 years, forgivable at a rate of _% a year after the first five (5) years.
<b>Restrictive Covenant</b>	20 years
<b>Interest</b>	Not Applicable

## Major Rehabilitation Program – Tenant Occupied

### Program Funding: Reserved for Future Program Approval

**Description:** The Major Rehabilitation Program – Tenant Occupied will provide loans to eligible owners of eligible rental housing (1 – 4 units) to make exterior and interior improvements to their homes. Eligible improvements include painting, kitchens, bathrooms, plumbing, landscaping, weatherization (windows and doors), air conditioning/heating, roof repair/replacement, and other repairs necessary to correct health, safety, and code violations. Rental properties must be located within the Community Redevelopment Area. Property owners are required to contribute at least 25% of funds toward the total rehabilitation costs as a match. Applicants will be selected on a first come, first ready, first served basis.

**Impact:** TBD: # properties to be assisted with this program.

<b>Maximum Funding</b> <b>\$TBD with 25% contribution from property owner.</b>	
<b>Eligibility and Restrictions</b>	
<b>Income</b>	Not Applicable
<b>Occupancy</b>	Tenant Occupied
<b>Property Conditions</b>	Priority will be given to homes with documented health, safety, and/or code violations.
<b>Unit Type</b>	Four unit, single family homes
<b>Location</b>	Riviera Beach Community Redevelopment Area Boundaries
<b>Funding Terms</b>	
<b>Mortgage</b>	5 years with 15 year amortization and balloon payment at the end of year 10
<b>Restrictive Covenant</b>	5 years
<b>Interest</b>	Not Applicable

## Acquisition (Re)Construction Program

### Program Funding: Reserved for Future Program Approval

**Description:** The Acquisition (Re)Construction Program will provide down payment and housing rehabilitation assistance to first time homebuyers purchasing single family homes within the Community Redevelopment Area. As part of the program, homebuyers can make exterior and interior improvements to their homes. Eligible improvements include painting, kitchens, bathrooms, plumbing, landscaping, weatherization (windows and doors), air conditioning/heating, roof repair/replacement, and other repairs necessary to correct health, safety, and code violations. Applicants will be selected on a first come, first ready, first served basis.

As part of the Acquisition (Re)Construction program, RBCRA will acquire derelict properties and vacant land for demolition and Reconstruction for development of new construction homes for purchase by first time homebuyers. Properties and vacant land must be located within the Community Redevelopment Area.

**Impact:** Four (4) households will be assisted.

<b>Maximum Funding</b>	<b>Down Payment: \$15,000 (ELI and LI, 2)</b> <b>\$10,000 (MI and WI, 2)</b>
<b>\$TBD</b>	<b>Rehabilitation: \$20,000 (ELI and LI, 2)</b> <b>\$15,000 (MI and WI, 2)</b>
<b>Eligibility and Restrictions</b>	
<b>Income</b>	Not Applicable
<b>Occupancy</b>	Owner Occupied
<b>Property Conditions</b>	Priority will be given to homes with documented health, safety, and/or code violations.
<b>Unit Type</b>	One unit, single family homes
<b>Location</b>	Riviera Beach Community Redevelopment Agency Boundaries
<b>Funding Terms</b>	
<b>Mortgage</b>	20 years, forgivable at a rate of _% a year after the first five (5) years.
<b>Restrictive Covenant</b>	20 years
<b>Interest</b>	Not applicable

## Emergency Repair Program

### Program Funding: Reserved for Future Program Approval

**Description:** The Emergency Repair Program will provide funding to eligible single family (one unit) homeowners to make emergency repairs to their homes. Eligible improvements include plumbing, securing homes (windows and doors), air conditioning/heating, roof repair/replacement, and other repairs necessary to correct conditions threatening the health, safety of occupants. Homes must be located within the Community Redevelopment Area. Applicants will be selected on a first come, first ready, first served basis.

**Impact:** TBD: # of households to be assisted.

Maximum Funding     \$TBD	
Eligibility and Restrictions	
Income	Not Applicable
Occupancy	Owner Occupied
Property Conditions	Priority will be given to homes with documented threat to the health and safety of occupants.
Unit Type	One unit, single family homes
Location	Riviera Beach Community Redevelopment Agency Boundaries
Funding Terms	
Mortgage	Forgivable 5 year
Restrictive Covenant	5 years
Interest	0%

*These Guidelines May be Amended From Time to Time. Contact RBCRA for Latest Guidelines, at 561-844-3408.*

*Last Updated: January 5, 2017*

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

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**Subject:** COMMERCIAL GRANT PROGRAM

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**Recommendation/Motion:** APPROVAL

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<b>Originating Dept</b>	INTERIM EXECUTIVE DIRECTOR	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

SEE ATTACHED

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo_Commercial_Grant_Programs.pdf	MEMO	1/9/2017	Cover Memo
Resolution.CommercialProp.Incentives.pdf	RESOLUTION	1/5/2017	Resolution
Exhibit_A_commercial_Incentives_Underwriting_Criteria.pdf	EXHIBIT A COMMERCIAL INCENTIVES UNDERWRITING CRITERIA	1/9/2017	Exhibit
Background.Res2012-02- Economic_Development_Incentives_Manual.pdf	BACKGROUND	1/5/2017	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
CRA	Hatcher, Darlene	Approved	1/5/2017 - 9:21 PM
CRA Internal Review	Evans, Scott	Approved	1/5/2017 - 9:23 PM




# RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043  
Website: [www.rbkra.com](http://www.rbkra.com)

## MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, Florida

**FROM:**  Scott Evans  
Interim Executive Director, CRA

**COPY:** J. Michael Haygood  
General Counsel, CRA

**DATE:** January 6, 2017

**SUBJECT:** A Resolution approving the 2017 Commercial Grant Incentive Programs.

### **REQUEST FOR BOARD ACTION**

The Agency is requesting the Board of Commissioners to approve a Resolution authorizing the 2017 Commercial Property Improvement Grant Incentive Programs for an amount not to exceed \$350,000 dollars in accordance with the approved budget, and amending the Economic Incentive Procedures Manual, adopting the 2017 Incentive Underwriting Criteria (Attached as Exhibit A) for the 2017 programs.

### **BACKGROUND / SUMMARY**

Pursuant to the adopted Comprehensive Redevelopment Plan, and the CRA Plan adopted in 2011, the 2017 Commercial Incentive Program will include grant incentives to encourage the private sector to undertake redevelopment within the Community Redevelopment Area. This program was last offered by the Agency in 2013, and will return as key component of an incremental strategy to promote redevelopment of our existing commercial properties.

The two approved programs are the Property Improvement Incentive Program, and the Beautification Incentive. The Property Improvement Incentive Program will provide Business and Property Owners with grants of up to \$40,000 dollars to make property and façade improvements to their business and property. The program requires a 1:4 match for local property owners and provides bonus points for projects that have a 1:1 match or greater. The process for the program will start with a series of meetings and workshops to notify both local contractors and the eligible business and commercial property owners that the program is starting, and provide assistance in applying and participating in the program. The completed applications will be evaluated and ranked and presented to the CRA Board for approval based on the amount of available funds. The



review process will review all neighboring properties and ensure that proposed improvements are tasteful and match the area. All approved commercial incentive projects will be required to follow all city codes and regulations.

The Commercial Beautification program provides up to \$4,000 dollars for visual exterior improvements to commercial property. The improvements are for painting, minor parking lot repair, signage and landscaping. The program allows the CRA to fund up to 100% of these small projects up to a maximum contribution of \$4,000.00 dollars.

The Agency passed Resolution No. 2012-02, adopting an Economic Development Incentives Procedure Manual Neighborhood Initiatives Procedure Manual on January 25, 2012, and completed a total of two rounds of the program between 2010 and 2014.

The 2017 program will include evaluation criteria for the applications that will promote high quality projects that utilize Riviera Beach based contractors and sub-contractors. The Evaluation Criteria is attached as Exhibit A.

Attached as background are the program elements of the board approved Manual that will be included in our proposed 2017 program offering.

#### **FISCAL IMPACT & SCHEDULE**

The Agency Board approved the budget for this program of \$350,000 in the annual budget. The program will take approximately one year to complete beginning with a community outreach to identify local contractors, and to notify local business and property owners to participate in the program, followed by a ranked application process, CRA Board approval, construction, and project close-out.

#### **RECOMMENDATIONS**

Staff recommends Board approval of a Resolution authorizing the 2017 Commercial Property Improvement Grant Incentive Programs to include the Property Improvement Incentive Program, and the Beautification Incentive for 2017, and the Evaluation criteria attached as Exhibit A.

## 2.2 Properties of Distinction Program (PDP)

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### 2.2.1 Program Description

The CRA Board has determined that there are certain properties within the Redevelopment Priority Areas that can be viewed as "economic drivers", and, as such, these properties merit concentrated focus to ensure that their capacities are optimized for the elimination of blight, community and economic development impacts. To be considered a Property of Distinction (PDP), the property (or properties) must achieve a Project Section Score of 40 or more (see Underwriting Criteria) and be located in a Targeted Sub-District as approved by the Board and delineated in the Underwriting Guidelines in the Appendix.

This incentive program allows the CRA to work with the property owner or owners to design a customized plan of action that will result in the subject property achieving its "highest & best use." The program focus is on improving the sub-District area that is benefiting from major attractions of public & private capital investments in excess of \$1 million to allow the CRA to invest in excess of \$40,000 for improvements to infrastructure, blight elimination, or site assemblage to continue catalytic redevelopment effort from private activities or an infusion of third party public investments. The CRA will devise a customize plan for the Board's approval. The CRA's investment is expected to be leveraged by at least three times in private capital.

### 2.2.2 Marketing & Intake Procedures

1. The RBCRA will routinely engage in assessments that help to identify certain properties that could qualify for the PDP designation.
2. To achieve PDP designation, a property must be in a CRA Board approved Target Sub-District Area.
3. The RBCRA will engage the PDP owners in visioning process to improve their properties consistent with the CRA Plan and any architectural guidelines established.
4. The visioning process culminates with the development of a Plan of Action which includes:
  - A Sources & Uses worksheet that explains, in detail, how the project will be financed (see Appendix A-11)
  - Engineering & Architectural Plans & Specifications as required
  - Other criteria set from the customized planning and investment process developed

### 2.2.3 Selection Criteria

To be selected as a Property of Distinction, the property (or properties) must reside a Targeted Sub-District set by the CRA Board. The current selection can be found in the

Underwriting Guidelines approved. The CRA will evaluate its grant assistance on a case by case basis and is seeking high community and economic development impacts.

**2.2.4 Underwriting Guidelines**

See the Appendix and Section 2.1.3 for description of Project Criteria and Impact targets.

**2.2.5 Approval Procedures**

See Section 2.1.5 for description. Additional information may be required given the magnitude of the potential investment or grant award.

**2.2.6 Disbursement & Compliance Procedures**

See Section 2.1.6 for description. Additional information may be required given the magnitude of the potential investment or grant award.



## 2.5 Beautification Incentive

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### 2.5.1 Program Description

This program awards funds for visual (exterior) improvements to commercial real estate property. These improvements are for painting, parking lot resurfacing, signage, and landscaping, etc. Labor and materials may be contributed by the CRA in lieu of grant funds or a portion of the grant award. Maximum CRA grant awards cannot exceed \$4,000. The **Beautification Incentive Program** was established by the CRA to encourage existing building owners or operators to improve the exterior of their buildings to provide “curb appeal.” The program allows the CRA to fund 100% of the cost to paint, landscape and/or pressure cleaning an existing building with the Riviera Beach CRA, up to \$4,000. Property or business owners must submit a completed application accompanied by two estimates from licensed painters or landscapers and, if the grant request is part of a larger project, a total project budget. To be considered, an applicant must achieve an aggregate application score of “60” points to be considered qualified – see Underwriting Guidelines.

### 2.5.2 Marketing & Intake Procedures

1. Each round will open with the RBCRA announcing the Application Period (no less than 60-days advance notice). In addition to publishing this program’s features on the CRA’s website and on program brochures, the CRA’s staff will initiate outreach efforts to targeted businesses, property owners and associations.
2. The applicant will select two color choices—building and trim (recommended color palette options are available upon request.), and secure detailed proposals from two licensed and insured painters. The CRA reserves the right to require the applicant to chose urban design or architectural standards approved by the CRA Board for the area, if applicable.
3. See Section 2.1.2 for additional details.

### 2.5.3 Selection Criteria

Eligible structures include commercial buildings within the CRA.  
Business must be properly licensed and approved by the City of Riviera Beach.  
The following structures, expenses and projects will be automatically ineligible for assistance:

- ✓ Structures not located within the CRA District
- ✓ Trailers and other mobile/temporary structures
- ✓ Painting and pressure cleaning projects started prior to approval of application by CRA Board
- ✓ Projects done without the proper City approvals or licenses
- ✓ Projects using colors not approved by the Riviera Beach CRA and the City's Planning and Zoning Department.

#### **2.5.4 Underwriting Guidelines**

See the Appendix

#### **2.5.5 Approval Procedures**

1. After processing the application, staff will forward it to the CRA board for final approval
2. After the application receives final approval, the applicant will be contacted and told to move forward with the project.

#### **2.5.6 Disbursement & Compliance Procedures**

1. Reimbursement will not be provided for projects completed before the application for assistance is approved.
2. To receive reimbursement, the applicant must submit: a copy of the work contract signed by both the vendor and the applicant, a copy of the work permit from the City of Riviera Beach, and proof of payment in the form of front and back of the cancelled check showing that the applicant has paid for at least 50% of the project.
3. The CRA will reimburse the applicant directly for up to 50% of the project costs - the CRA will not pay paint contractors directly; payment of contractors is the sole responsibility of the applicant.

**RESOLUTION NO. 2017-\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE APPROVAL OF THE 2017 COMMERCIAL PROPERTY IMPROVEMENT GRANT INCENTIVE PROGRAM AND THE COMMERCIAL BEAUTIFICATION PROGRAM FOR AN AMOUNT NOT TO EXCEED \$350,000 DOLLARS IN ACCORDANCE WITH THE APPROVED BUDGET; APPROVING THE 2017 INCENTIVE UNDERWRITING CRITERIA ATTACHED AS EXHIBIT "A"; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, Chapter 163, Part III, Florida Statutes (Community Redevelopment Act) requires that community redevelopment plans provide for strategies for the redevelopment of property within the boundaries towards the goal of increasing property values within the redevelopment area; and

**WHEREAS**, the Adopted Community Redevelopment Plan provides for the use of property improvement grants as a strategy to improve property values, and promote redevelopment with the redevelopment area; and

**WHEREAS**, on January 25, 2012, the Board approved the Economic Development Incentives Procedure manual, providing guidelines for a "toolkit" of future incentives including the Commercial Property Improvement Grant Incentive program and the Commercial Property Beautification program; and

**WHEREAS**, staff recommends that the Agency authorize the Property Improvement, and Beautification Programs, and adopt the "2017 Incentive Underwriting Criteria" attached hereto Exhibit A, and amend the Economic Development Incentives Procedure manual accordingly.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Agency hereby authorizes the 2017 Commercial Grant Incentive Program and Commercial Beautification Program for an amount not to exceed \$350,000 dollars and approve the "2017 Incentive Underwriting Criteria" attached hereto as Exhibit "A".

**SECTION 2.** The Chairman and Executive are hereby directed to take such action as is necessary to carry out the intent of this resolution.

**SECTION 3.** This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of January 2017.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

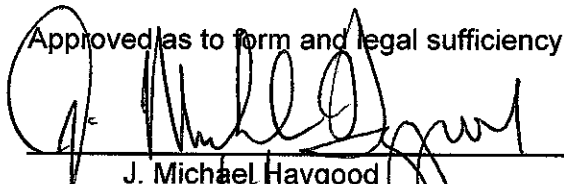
By: \_\_\_\_\_  
Name:  
Title: Chairperson

\_\_\_\_\_  
Executive Director

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. DAVIS \_\_\_\_\_  
L. HUBBARD \_\_\_\_\_  
D. PARDO \_\_\_\_\_  
T. DAVIS \_\_\_\_\_  
K. MILLER ANDERSON \_\_\_\_\_

Approved as to form and legal sufficiency  
  
\_\_\_\_\_  
J. Michael Haygood  
Date 1/5/2017  
J. Michael Haygood, PA  
General Counsel to CRA



<u>Riviera Beach CRA Economic Incentives Underwriting Criteria<sup>1</sup></u>				
<i>Criteria</i>	<i>Max. Points/ Evaluation</i>			<i>Notes</i>
<u><b>The Applicant/Business</b></u>	<u><b>Yes</b></u>	<u><b>No</b></u>	<u><b>N/A</b></u>	
Eligibility Checklist: 1) Venture will be located in the CRA 2) Licenses: 1) Proof of Legal Business Entity 2) Proof of Tax Identification 3) Proof of Occupational License 4) Proof of any Professional Licenses/Credentials required 3) City/CRA Attorney Records Search – no evidence of a lawsuit 4) Property Appraisal Records – no evidence of unpaid property taxes				Completeness: Pass/Fail
5) Lien Search / Adverse Records: a) Dunn & Bradstreet b) City Clerk Property Records Search <sup>5</sup> c) Police Dept. Records Search <sup>5</sup>	<b>Not Adverse</b> a) 0 pts b) 10 pts c) 10 pts	<b>Adverse</b> a) 0 pts b) 0 pts c) 0 pts		<sup>5</sup> Discretionary to determine if improvements will address the adverse conditions (Acutely adverse situations could result in a 5-point deduction)
6. Three or more years of operation in Riviera Beach	5 points			.
<u><b>The Project</b></u>				
1. Elimination of Blight: a) Improves a dilapidated, deteriorated, aged or obsolete structure or roof; or internally improves mechanical system, plumbing, and HVAC system b) Addresses adverse environmental conditions	a) 5 – 20 points  b) 5 - 10 points			See Blight Table below
2. TIF Increase:  a) Proof of applicant’s investment in excess of 1:1 Match	10 points			

<sup>1</sup> Applicable to Property Improvement, Properties of Distinction, Business Relocation Assistance, Rental Assistance and Beatification Incentive Programs. Modifications in award selection criteria may apply and is explained in the Agency's Economic Incentives Procedural Manual.



## Riviera Beach CRA Economic Incentives Underwriting Criteria<sup>1</sup>

<i>Criteria</i>	<i>Max. Points/ Evaluation</i>	<i>Notes</i>
<b><u>Community Development Impacts</u></b> Attraction of Goods & Services: a) Healthy Food Choices (Grocery Stores, health-conscious eateries, etc.) b) Health Care Services (Medical, Dental, Elder Care, etc.) c) Retail & Leisure (dine-in restaurants, cultural arts establishments, etc.) d) Hospitality (Hotels, themed establishments, cruise lines, destination spas, etc.) e) Education (Charter Schools, Childcare, Youth Programs) f) Marine Industry g) Green Industry (Solar, Green Batteries, Energy Mgmt Companies, etc.)	5 points	Points based on primary industry code or organization mission if the applicant is a not-for-profit.
<b><u>Economic Impacts</u></b> Jobs Created/Retained: <b>New Business, Relocation or Expansion:</b> a) enterprise hires 5 employees or more b) evidence that at least 20% the enterprise's employees (non-owners) have salaries above the Living Wage (\$11 per hour) c) evidence of the utilization of PBC Career Source Job Training Incentive Programs <sup>7</sup>	5 points 5 points 5 points	<sup>7</sup> Employed Worker Training, On-the-Job Training, Incumbent Worker Training, and The Quick Response Training Program

<b>Existing Business Impact:</b> a) More than four (4) employees residing in Riviera Beach d) evidence that at least 20% the enterprise's employees (non-owners) have salaries above the Living Wage (\$11 per hour)	5 points 5 points	
<b>Contractor Selection:</b> Evidence that contractor(s) domiciled in Riviera Beach received work (valued at % of total contract) on the improvements done on the project.	25% 5 points 50% 10 points 75% 15 points	

\* An application has to achieve a minimum score of 10 points in the Applicant/Business Eligibility Checklist to be eligible for consideration to receive an incentive.

*Blight Criteria*

Points Assigned →	0 - 5	6 - 10	11 - 15
<b>Location:</b> On a major corridor On a secondary corridor	n/a ✓	✓ n/a	n/a n/a
<b>Condition of Building &amp; Site:</b> Shell is dilapidated Shell is aged/deteriorated Unattractive/Cosmetic Blemishes Attractive/Cosmetic	n/a n/a ✓ ✓	n/a ✓ ✓ n/a	✓ n/a n/a n/a

**RESOLUTION NO. 2012- 02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVES PROCEDURE MANUAL; PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, Chapter 163, Part III, Florida Statutes ("Community Redevelopment Act") provides that redevelopment agencies shall afford maximum opportunity to the rehabilitation or redevelopment of the community redevelopment area by private enterprise; and

**WHEREAS**, the Adopted Community Redevelopment Plan provides for development of programs to encourage the private sector to undertake redevelopment within the Community Redevelopment Area; and

**WHEREAS**, staff recommends that the Agency adopt the Economic Development Incentives Manual attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

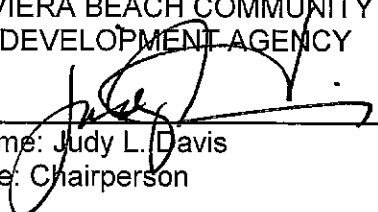
SECTION 1. The Agency hereby approves and adopts the Economic Development Incentives Manual, attached hereto as Exhibit "A".

SECTION 2. This resolution shall be effective immediately upon its adoption.

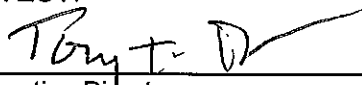
**[Signatures on attached page]**

PASSED AND ADOPTED this 25th day of January, 2012.

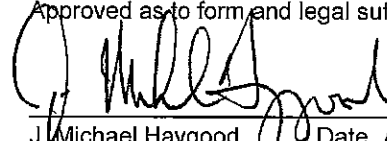
RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By:   
Name: Judy L. Davis  
Title: Chairperson

ATTEST:

  
Executive Director

Approved as to form and legal sufficiency

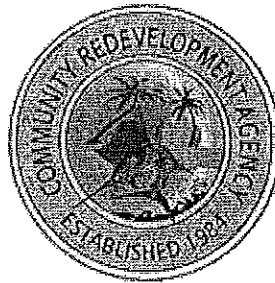
  
J. Michael Haygood Date 1/17/2012  
Haygood & Harris LLC  
General Counsel to CRA

MOTION BY: Dawn Pardo  
SECONDED BY: Billie Brooks

B. BROOKS	<u>AYE</u>
D. PARDO	<u>AYE</u>
C. THOMAS	<u>ABSENT</u>
S. LOWE	<u>AYE</u>
J. DAVIS	<u>AYE</u>

# The Riviera Beach Community Redevelopment Agency Economic Incentives Procedure Manual

**Riviera Beach Community Redevelopment Agency  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404**



**Prepared by:**

**Paul Skyers, Consultant  
2001 Broadway, Suite 210  
Riviera Beach, Florida 33404**

**Revised January 2012**

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## **1.0 Background – About this Manual**

### **1.1 Introduction, Purpose & Scope**

This manual has been prepared to provide the Riviera Beach Community Redevelopment Agency (RBCRA, CRA or Agency) with a written record of approved and current procedures for its Economic Development Incentive Program. This manual functions primarily to guide and assist staff in performing their assigned tasks and to provide a uniform set of guidelines to reference. The procedures affect all RBCRA employees and activities of the CRA as they relate to its Economic Development efforts within the business sectors of the Community Redevelopment Area.

The purpose of this manual is to establish a comprehensive set of procedures for the operation of RBCRA's Economic Development Incentive Program. The manual is applicable to the RBCRA Board of Commissioners (Board or Commissioners) and all employees and representatives of the Agency. All pertinent definitions are contained in the individual procedure sections.

The scope of this manual is to do the following:

- ☛ Provide all staff with guidance in the administration of the Agency's Economic Development Incentive Program through a well-organized body of procedures.
- ☛ Ensure that Agency procedures are developed through a systematic and uniform process.
- ☛ Ensure that all procedures are properly disseminated in a timely manner.
- ☛ Ensure that the Agency's procedures are designed, developed and maintained to help the Agency in achieving its overall goals.
- ☛ Ensure that the manual is made available to staff who are expected or required to perform the duties contained in the manual.
- ☛ Ensure that all procedures are monitored in a comprehensive and consistent manner.

### **1.2 The Procedures & their formulation**

Procedures are written expressions of RBCRA's Board of Commissioners' philosophy and guiding principles. They represent a course or line of action adopted and pursued by the Agency that provides guidance on its philosophy on identified issues. Procedures are created to guide the decision-making and action steps required to successfully enhance Economic Development within the Community Redevelopment Area.

Procedures are a detailed description of how a policy is to be accomplished. Procedures describe the steps to be taken, the frequency of the task, and the persons responsible for completing the tasks. Procedural statements represent the direction as

well as the steps necessary to implement the philosophy statements. They identify "How" the policy statement will be implemented. Procedures in this manual are intended to provide guidance and assistance to administrators and other members of the CRA community in the conduct of CRA affairs.

The Executive Director, as chief executive officer of RBCRA, may issue policy statements on various matters reserved to the position by the Board of Commissioners. Such statements must be consistent with policies adopted by the Board of Commissioners of RBCRA and may not exceed the limits established by the Board.

## 1.3 Responsibility

The Riviera Beach Community Redevelopment Agency (CRA) is a public body created pursuant to Part III, section 163.356, Florida Statutes. The Agency was created in 1984. Section 163.356 provides for the following:

- Manner of creating the CRA
- Appointment of the Board of Commissioners and their terms
- Eligibility for appointment of Commissioners
- Power of Commissioners
- Reporting requirements of the Agency
- Budget authority
- Method of removal of Commissioners

Pursuant to section 163.357, F.S., the Riviera Beach City Council established itself as the governing body of the CRA.

- A. Except for policy statements reserved to the Executive Director by the Board of Commissioners, the Board of Commissioners shall approve all policies.
- B. With the approval of the City Council, the Board of Commissioners has the authority to enact a budget for the Agency. The Commissioners also define the powers, functions, and duties of Agency staff; fix the compensation of employees; establish the working conditions of employees; authorize retirement and pension systems; and authorize such other powers required to set policy direction for the Agency.
- C. Overall responsibility for the preparation and updating of the ***Economic Development Incentives Procedures Manual*** is assigned to the Executive Director.
- D. Additions or deletions to the manual, when made, should be distributed to staff and individuals related to the Agency immediately. An up-to-date copy of the manual is made available electronically for inclusion on the Agency's web site and copies are made available for dissemination to the public, as necessary.

## 1.4 Organization of the Manual

The manual is comprised of individual sections, each covering a separate, distinct



subject or activity. All individual sections have been separated for ease of reference by dividers. Reference documents applicable to an area are listed at the end of each section. Material in the manual is referenced through use of the "Table of Contents."

This procedures manual is divided into three (3) main sections. The first section consists of the manual's introduction and background. The second section presents the procedures for the incentive programs that are a part of the Agency's Approved Toolkit. The third section contains all the supporting schedules, forms, and exhibits. This procedures manual was created by the Agency, in compliance with the legal and administrative guidelines above, and it is approved by the Agency's Board of Commissioners.

### ***Legal and Administrative Guidelines***

- ✓ Legal Authority for the Agency (Part III, section 163.356, F.S.)
- ✓ Bylaws of the Agency
- ✓ The Florida Special District Handbook (in compliance with Chapter 189.412, F.S.)
- ✓ Florida's Sunshine Law (Section 286.011, F.S.)

The Procedures Manual sections are independently structured and can be easily separated from the comprehensive manual for ease of use and reference. The manual provides detailed directions on implementing the incentive programs (both those that are already in the Approved Toolkit and those that are being considered for inclusion in the Approved Toolkit at the time of compilation).

### **Copyright Notice**

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## **2.0 Approved Economic Incentives Toolkit**

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Riviera Beach CRA currently has five approved Economic Incentive Programs within its Toolkit:

1. Property Improvement Incentive Program (formerly the Strategic Enhancement Program)
2. Properties of Distinction Program
3. Business Relocation Assistance Incentive
4. Rent Assistance Incentive
5. Beautification Incentive

The Property Improvement and Beautification Incentive Programs require an annual appropriation and a defined application period for which to apply. The Properties of Distinction Program (PDP) also requires an annual appropriation and is available for properties in an approved CRA Sub-District. The Rent Assistance Program is only available for PDP designated properties. The Business Relocation Assistance Program is available on a first-come, first-serve basis. The CRA will allocate funding based on demand from qualified applicants as the CRA Board approves each request. All approved Economic Incentives Programs will be utilized only when the Board has budgeted funds and approved the Program's Underwriting Criteria if unchanged from the scope in this Manual.

## **2.1 Property Improvement Incentive Program**

---

### **2.1.1 Program Description**

The Property Improvement Incentive Program awards grant funds to improve commercial real property under competitive criteria. The program focus is on improving the property located along the major right-of-way corridors in the CRA. The applicant is required to invest a minimum of \$10,000 for improvements to building and/or site for a maximum CRA award of \$40,000. The applicant will be eligible for a grant from the CRA for up to \$40,000 based on \$1 private for every \$4 in public funds match criteria. The Board reserves the right to increase or decrease the award amount; including any amount approved for leverage; providing that such changes are communicated prior to Marketing & Intake Procedures (explained below).

The Property Improvement Incentive is designed to eliminate blighted conditions by incenting commercial property owners to make exterior improvements. The grant can serve as a match or be used to leverage other economic development incentives programs offered by others (loans, grants or investments).

### **2.1.2 Marketing & Intake Procedures**

1. Each round will open with RBCRA announcing the Application Period (no less than 60-days). In addition to publishing this program's features on the CRA's website and program brochures, RBCRA will initiate outreach efforts through staff and consultants (if applicable) to commercial realtors and business organizations such as Chambers of Commerce, Business Development Boards, Economic Councils, Regional Planning Councils and local Business Networking Groups to market this program.
2. RBCRA staff will request that the applicants (owners/managers of the prospective properties) complete an Application Packet that staff will use as a part of the initial assessment process. The assessment process includes reviews of:
  - A Sources & Uses worksheet that explains, in detail, how the project will be financed (see Appendix A-11)
  - Evidence of sustainability: An existing business must show two or more years of profitable operations in Riviera Beach at the Incentive Location. A new business will be required to present financial projections.
  - Engineering Plans & Specifications (that demonstrate that the technical aspects of the project are compliant with the City's regulations and that they will facilitate successful execution of the Business Model); renderings and designs of the project's architectural elements, etc. The RBCRA reserves the right to require improvements to be consistent with architectural guidelines if established in the target area as a condition for the grant funds.
  - Copies of Business Licenses, Certifications, Registrations, etc.

- Written communication from the City of Riviera Beach's Planning & Zoning Department indicating that the project is consistent with the City's Zoning & Land Use regulations.
3. Each application will be assigned a RBCRA staff person (or consultant) who will serve as its "designated project manager" and ensure that the application is processed expeditiously and that the applicant is kept informed throughout the various stages of processing the application
  4. RBCRA Staff will form a Selection Review Committee to consist of no less than five members who are appointed by the Executive Director and may consist of staff, consultants or volunteers. Each applicant will undergo a review by no less than two reviewers (one staff and one external reviewer). Any anomaly in score will be reviewed by the Executive Director and adjusted based on the Selection Criteria and Underwriting Guidelines outlined below.

### **2.1.3 Selection Criteria**

The Property Improvement Incentive challenges its applicants to achieve a high threshold of performance in order to be eligible for an award. A Highly Qualified Applicant must achieve a minimum aggregate score of "60" to the extent that funds are available. The RBCRA staff will present a list of applicants from the highest score to the least for the Board's review and approval. The Program's selection criteria shall include:

1. An Eligibility Checklist. This review consists of a pre-requisite set of criteria that deems the Applicant qualified to proceed for competitive review (property is located in the CRA; evidence of a business entity; and no adverse lawsuits or unpaid fines against the City or CRA).
2. Project Criteria. This section assesses the project's impacts: the degree to which it eliminates blight, increase tax revenues and is located in Board approved Redevelopment Priority Areas.
3. Community Development Impacts: Bonus points are allocated to the extent that the business provides goods & services for industry targets set by the Board.
4. Economic Impacts: Bonus points are allocated for jobs created or retained; evidence that business pays a higher or livable wage; evidence that business is recruiting applicants through PBC Workforce Alliance or Riviera Beach Mayor's Initiative; addresses targeted economic conditions set by the Board such as juvenile delinquency; and evidence that contractors domiciled in Riviera Beach are performing the improvements.

### **2.1.4 Underwriting Guidelines**

See the Appendix

### **2.1.5 Approval Procedures**

1. Application Process – All applicants are strongly encouraged to meet with CRA staff in order to determine eligibility before submitting an application. Funding requests will not be considered until all required documentation is submitted to the CRA office. Application packets must include the following documentation:
  - a) Completed/executed application
  - b) Copy of executed multi-year commercial lease or proof of ownership
  - c) Business plan, including executive summary and three-year financial projections of revenues and expenses
  - d) 3-year historical financials (as applicable)
  - e) List of all jobs to be relocated to or created in the Riviera Beach CRA. Include qualifying jobs as well as non-qualifying jobs. Also, include brief job descriptions, salaries and benefits
  - f) Schedule of proposed Eligible Reimbursable Costs
  - g) Additional items as required in the Application Form
2. Approval of Funding Request – Once eligibility is verified and all required documentation has been submitted, CRA staff will present the funding request to the CRA Board of Commissioners for approval. Staff will notify the applicant and landlord of approval, if granted.
3. Grant Agreement – Following approval of the Grant Application by the CRA Board of Commissioners, the CRA and the Applicant shall negotiate and enter into a Grant Agreement which will clarify the terms and conditions of the PDI Grant, subject to the approval of the CRA Board of Commissioners.
4. Grant Payments – Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within ninety days from the CRA receiving the following:
  - a) Invoices and proof of payment for Eligible Reimbursable Costs
  - b) Certificate of Occupancy or Certificate of Completion (if construction was involved)
  - c) Verification that the jobs are in place including payroll records.

Alternatively, it is within the CRA Director's discretion to authorize that partial grant payments be issued on a draw schedule so as to facilitate the timely completion of some of the approved projects (see the Business Incentive Payment Checklist form below).

5. Site Visits – CRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement.
6. Reporting – By accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job

positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

#### **2.1.6 Disbursement & Compliance Procedures**

1. RBCRA will provide stewardship over the project and ensure that its plans review and approval processes get placed on the "fast track" within City Hall.
2. RBCRA will provide further project management involvement in terms of grant/incentive administration, interaction with City Departments (example: Police & Sanitation) on behalf of the property, marketing support, and other forms of technical support as needed.
3. As stipulated in the project agreement, RBCRA will release funds to the client on a reimbursement basis at the completion of the entire project (upon examination of the project's Certificate of Occupancy) or pursuant to processing each draw request (see Draw Request Form in Appendix A-10) in an expeditious manner (within ten working days).
4. RBCRA staff will perform monitoring exercises at least three times per year to record the applicant's compliance with the grant's requirements (i.e. job creation/retention, use of local contractors, etc.). The monitor will formally report the applicant's level of compliance to the RBCRA Director, and will also report any corrective action plans that the applicant has committed to implementing in order to achieve the agreed upon compliance goals in the grant agreement.

## 2.2 Properties of Distinction Program (PDP)

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### 2.2.1 Program Description

The CRA Board has determined that there are certain properties within the Redevelopment Priority Areas that can be viewed as “economic drivers”, and, as such, these properties merit concentrated focus to ensure that their capacities are optimized for the elimination of blight, community and economic development impacts. To be considered a Property of Distinction (PDP), the property (or properties) must achieve a Project Section Score of 40 or more (see Underwriting Criteria) and be located in a Targeted Sub-District as approved by the Board and delineated in the Underwriting Guidelines in the Appendix.

This incentive program allows the CRA to work with the property owner or owners to design a customized plan of action that will result in the subject property achieving its “highest & best use.” The program focus is on improving the sub-District area that is benefiting from major attractions of public & private capital investments in excess of \$1 million to allow the CRA to invest in excess of \$40,000 for improvements to infrastructure, blight elimination, or site assemblage to continue catalytic redevelopment effort from private activities or an infusion of third party public investments. The CRA will devise a customize plan for the Board’s approval. The CRA’s investment is expected to be leveraged by at least three times in private capital.

### 2.2.2 Marketing & Intake Procedures

1. The RBCRA will routinely engage in assessments that help to identify certain properties that could qualify for the PDP designation.
2. To achieve PDP designation, a property must be in a CRA Board approved Target Sub-District Area.
3. The RBCRA will engage the PDP owners in visioning process to improve their properties consistent with the CRA Plan and any architectural guidelines established.
4. The visioning process culminates with the development of a Plan of Action which includes:
  - A Sources & Uses worksheet that explains, in detail, how the project will be financed (see Appendix A-11)
  - Engineering & Architectural Plans & Specifications as required
  - Other criteria set from the customized planning and investment process developed

### 2.2.3 Selection Criteria

To be selected as a Property of Distinction, the property (or properties) must reside a Targeted Sub-District set by the CRA Board. The current selection can be found in the

Underwriting Guidelines approved. The CRA will evaluate its grant assistance on a case by case basis and is seeking high community and economic development impacts.

**2.2.4 Underwriting Guidelines**

See the Appendix and Section 2.1.3 for description of Project Criteria and Impact targets.

**2.2.5 Approval Procedures**

See Section 2.1.5 for description. Additional information may be required given the magnitude of the potential investment or grant award.

**2.2.6 Disbursement & Compliance Procedures**

See Section 2.1.6 for description. Additional information may be required given the magnitude of the potential investment or grant award.



## **2.3 Business Relocation Assistance Incentive (BRA)**

---

### **2.3.1 Program Description**

The program reimburses moving expenses up to \$25,000 for businesses relocating to the CRA area; occupying property with a minimum tax assessed value \$1 million; and employing no less than eight (8) fulltime equivalents (FTE).<sup>1</sup> Those relocating businesses will be evaluated for providing the highest score in the Economic Impacts section of the Underwriting Criteria; provided that the applicant achieves no less than "60" for an aggregate Underwriting Score. The CRA reimburses applicants on a matching \$1 for \$1 basis upon completion of the move. This program option can be utilized in combination with the PDP or the PIIP.

The Business Relocation Assistance (BRA) Incentive is designed to attract new businesses in the CRA; with emphasis in the Redevelopment Priority Areas and projects that provide targeted goods & services in the Agency's markets. The CRA Board reserves the right to fund a business with a lower aggregate score (below 60) if the combined score for The Project, Community & Economic Impacts exceed a score of 30 points.

The incentive program is a grant contribution program that is paid out within 90 days after a business has relocated or moved to the CRA District and the qualifying jobs are in place. The business must hold a current City of Riviera Beach business license after occupancy, and must have received a Certificate of Occupancy from the City (if applicable). The amount of grant contributed by the CRA to a business is based upon the company's relocation costs. The CRA will analyze the cost estimate provided by the applicant and would provide a grant equal to fifty (50%) of the costs, up to \$25,000. The applicant must provide paid receipts and invoices for the costs of the relocation to the CRA as supporting information to the grant request. The use of the CRA Grant is limited to several categories as described below. The total funds allocated to the program will be identified in the CRA annual budget, which is entirely contingent on approval by the CRA Board. CRA payments to the Applicant will be made after the Applicant has presented invoices and proof of payment.

### **2.3.2 Marketing & Intake Procedures**

1. The BRA is available of a first-come, first-served basis as funds are available or made available by the CRA Board as a budget amendment, if applicable. An applicant must first complete an application and be evaluated for achieving the minimum threshold points highlighted above.
2. See Section 2.1.2 for additional details.

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<sup>1</sup> One FTE is equivalent to two part time workers at 20 hours each, for example

### **2.3.3 Selection Criteria**

A business seeking a BRA award must score a minimum of 60 based on the Underwriting Guidelines established (see Appendix). The CRA Board reserves the right to fund a business with a lower aggregate score (below 60) if the combined score for The Project, Community & Economic Impacts exceed a score of 30 points. The CRA Staff will review the grant application with a view to determining the applicant's compliance with the following criteria:

1. The Applicant Business must be relocating to the Riviera Beach CRA District. Companies relocating from within the City of Riviera Beach or from cities that are immediately adjacent to the City of Riviera Beach do not qualify for the Relocation Incentive Program.
2. Businesses that do not report employees' wages are not eligible for assistance under the Relocation Incentive Program.
3. Properties in the CRA areas are not eligible for CRA funded programs when such funding conflicts with the goals expressed in the CRA Redevelopment Plan.
4. Business must be properly licensed and approved by the State, County and the City of Riviera Beach.

### **2.3.4 Underwriting Guidelines**

See the Appendix and Section 2.1.3 for description of Project Criteria and Impact targets

### **2.3.5 Approval Procedures**

Approval of Funding Request – Once eligibility is verified and all required documentation has been submitted, CRA staff will present the funding request to the CRA Board of Commissioners for approval. Staff will notify the applicant and landlord of approval, if granted. Applicants must meet all of the following requirements in order to be eligible to receive assistance through the Relocation Incentive Program:

1. Following approval of the Grant Application by RBCRA Staff, the CRA and the Applicant shall negotiate and enter into a Grant Agreement that will clarify the terms and conditions of the Grant, subject to the approval of the CRA Board of Commissioners.
2. Grant Approval and approval of the Grant Agreement by the CRA Board must occur before company relocates. A business that enters into a Grant Agreement with the CRA must relocate within 6 months of receiving the approval. If the business does not relocate within that time frame, the grant approval will expire (unless the site is under construction).
3. The Relocation Incentive is contingent on funding availability, CRA Board approval, and the execution of the Grant Agreement by the CRA and the Applicant, and is not to be construed as an entitlement or right of a property owner or applicant.

### **2.3.6 Disbursement & Compliance Procedures**

#### **Eligible Reimbursable Costs**

The following are costs that qualify for the grant:

- ✓ Moving Expenses paid to a licensed moving company
- ✓ Signage
- ✓ Interior Tenant Improvements
- ✓ Fixed Equipment Costs subject to CRA Approval
- ✓ Other Costs approved in advance by the CRA

Grant Payments – Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within ninety days from the CRA receiving the following:

- a) Invoices and proof of payment for Eligible Reimbursable Costs
- b) Certificate of Occupancy or Certificate of Completion (if construction was involved)
- c) Verification that the jobs are in place including payroll records.

Site Visits – CRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement.

Reporting – By accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records inspections, work schedules extracts, and reviews of company reporting forms.

## **2.4 Rent Assistance Incentive (RAI)**

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### **2.4.1 Program Description**

RBCRA's Rent Assistance Incentive Program is narrowly available and designed to increase rental occupancy for real estate designated as "Properties of Distinction," the Ocean Mall and the Municipal Marina. To be considered, the Applicant must be referred from the property owner or leasing agent. The program is designed to allow the CRA to provide rental subsidies as incentives to eliminate high commercial or retail vacancy rates in PDP designated properties; attract targeted industries and provide for an increase in goods & services in Redevelopment Priority Areas. The Program provides rent subsidies of up to one-third of the business's monthly rent or \$500 per month (whichever is less) for twelve (12) months anytime during the first 18 months of a multi-year lease. The maximum total subsidy per business is \$6,000. Funding is budgeted on an annual basis and awarded on a first-come, first-served basis. All applications are subject to the approval of the CRA Board.

### **2.4.2 Marketing & Intake Procedures**

1. The RAI Program is available on a first-come, first-served basis as funds are available or made available by the CRA Board as a budget amendment, if applicable. An applicant must first complete an application, comply with the Eligibility Checklist, and achieve a combined Community & Economic Impact score of 10 points or more.
2. See Section 2.1.2 for additional information that may be applicable.

### **2.4.3 Selection Criteria**

Applicants must meet all of the following requirements in order to be eligible to receive assistance through the Rental Assistance Program:

1. Business must be located within a Targeted Sub-District and the property has been designated "Distinguished." Or the property is located in the Ocean Mall or the Municipal Marina in newly or recently constructed real property.
2. See Section 2.1.3 for additional criteria

### **2.4.4 Underwriting Guidelines**

See the Appendix and Section 2.1.3 for description of Project Criteria and Impact targets

### **2.4.5 Approval Procedures**

Rental subsidies may be approved for one-third of the business's monthly rent, up to a maximum of \$500/month. Subsidy payments will be paid in monthly installments for a maximum of twelve (12) consecutive months during the first 18 months of a business's operation. The total subsidy amount will not exceed \$6,000 per business. The two-step

approval process will be as follows:

1. Approval of Funding Request – Once eligibility is verified and all required documentation has been submitted, CRA staff will present the funding request to the CRA Board of Commissioners for approval. Staff will notify the applicant and landlord of approval, if granted.
2. Grant Agreement – Following approval of the Grant Application by the CRA Board of Commissioners, the CRA and the Applicant shall enter into a Grant Agreement which will clarify the terms and conditions of the Grant, subject to the approval of the CRA Board of Commissioners.
3. The CRA reserves the right to pay subsidies directly to the property owner (or leasing agent) subject to the Applicant's consent.

#### **2.4.6 Disbursement & Compliance Procedures**

1. Grant Payments – Subject to the terms and conditions of the Grant Agreement, payments will commence according to the stipulations in the Grant Agreement and will be made directly to the landlord pursuant to the CRA receiving the following:
  - a) A copy of the applicant's Certificate of Occupancy
  - b) Verification that the jobs are in place including payroll records.
2. Site Visits – CRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement.
3. Reporting – By accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

## 2.5 Beautification Incentive

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### 2.5.1 Program Description

This program awards funds for visual (exterior) improvements to commercial real estate property. These improvements are for painting, parking lot resurfacing, signage, and landscaping, etc. Labor and materials may be contributed by the CRA in lieu of grant funds or a portion of the grant award. Maximum CRA grant awards cannot exceed \$4,000. The **Beautification Incentive Program** was established by the CRA to encourage existing building owners or operators to improve the exterior of their buildings to provide “curb appeal.” The program allows the CRA to fund 100% of the cost to paint, landscape and/or pressure cleaning an existing building with the Riviera Beach CRA, up to \$4,000. Property or business owners must submit a completed application accompanied by two estimates from licensed painters or landscapers and, if the grant request is part of a larger project, a total project budget. To be considered, an applicant must achieve an aggregate application score of “60” points to be considered qualified – see Underwriting Guidelines.

### 2.5.2 Marketing & Intake Procedures

1. Each round will open with the RBCRA announcing the Application Period (no less than 60-days advance notice). In addition to publishing this program’s features on the CRA’s website and on program brochures, the CRA’s staff will initiate outreach efforts to targeted businesses, property owners and associations.
2. The applicant will select two color choices—building and trim (recommended color palette options are available upon request.), and secure detailed proposals from two licensed and insured painters. The CRA reserves the right to require the applicant to chose urban design or architectural standards approved by the CRA Board for the area, if applicable.
3. See Section 2.1.2 for additional details.

### 2.5.3 Selection Criteria

Eligible structures include commercial buildings within the CRA.  
Business must be properly licensed and approved by the City of Riviera Beach.  
The following structures, expenses and projects will be automatically ineligible for assistance:

- ✓ Structures not located within the CRA District
- ✓ Trailers and other mobile/temporary structures
- ✓ Painting and pressure cleaning projects started prior to approval of application by CRA Board
- ✓ Projects done without the proper City approvals or licenses
- ✓ Projects using colors not approved by the Riviera Beach CRA and the City's Planning and Zoning Department.

#### **2.5.4 Underwriting Guidelines**

See the Appendix

#### **2.5.5 Approval Procedures**

1. After processing the application, staff will forward it to the CRA board for final approval
2. After the application receives final approval, the applicant will be contacted and told to move forward with the project.

#### **2.5.6 Disbursement & Compliance Procedures**

1. Reimbursement will not be provided for projects completed before the application for assistance is approved.
2. To receive reimbursement, the applicant must submit: a copy of the work contract signed by both the vendor and the applicant, a copy of the work permit from the City of Riviera Beach, and proof of payment in the form of front and back of the cancelled check showing that the applicant has paid for at least 50% of the project.
3. The CRA will reimburse the applicant directly for up to 50% of the project costs - the CRA will not pay paint contractors directly; payment of contractors is the sole responsibility of the applicant.

## **APPENDIX**

***Future Incentive Programs: These programs were researched as being offered by other CRAs in the state of Florida and may provide opportunities to provide economic incentives on a case by case basis.***



## **A.1 Job Creation Incentive Program**

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### **A.1.1 Program Description**

New or existing non-retail businesses in the City of Riviera Beach Community Redevelopment Agency (CRA) may be eligible for an incentive known as the Job Creation Bonus Program (JCB). This incentive will be instituted to accelerate development in the CRA Redevelopment Area, create jobs that support other activities and to increase the supply of jobs in the City. Targeted projects may include companies from the following industries:

- ✓ Communications/Information Technology
- ✓ Life Science
- ✓ Logistics Companies
- ✓ Business / Financial Services
- ✓ Clean Energy
- ✓ Green Technologies & Manufacture
- ✓ Corporate Headquarters

The applicant company must generate a minimum value of five (5) New or Relocated qualifying jobs whose annual wages equal or exceed the CRA's living wage standard. Annual wages exclude commissions and tips.

The incentive program is a grant contribution program that is paid out over the benefit period, in equal quarterly installments. The amount of the total grant contributed by the CRA to a project is based upon the qualifying jobs generated by the project according to the following criteria:

- 5% of all certifiable annual wages -up to \$5,000 per job with a cap or \$25,000 per year for two years - for the new qualifying jobs created that are filled by Riviera Beach residents\* anywhere in the CRA District;
- 10% of all certifiable annual wages -up to \$10,000 per job or \$50,000 per year for one year - for new qualifying jobs created in a newly constructed Class-A office or industrial building that are filled by Riviera Beach residents\*;

The incentive amounts shall be calculated based on the annual wages that are paid to the qualifying employees at the start of employment. A salary raise given to a qualifying employee after the job starts will not increase the incentive amount. However, a salary reduction that occurs after the job starts will automatically void the grant approval for the entire company. Applications to the JCI program will be accepted for a five-year period commencing on January 1<sup>st</sup>, 2012. The Riviera Beach CRA will initially budget a maximum of \$250,000 per Fiscal Year to the JCI program, starting on October 1<sup>st</sup> 2011 for the 2011/12 FY.

### **A.1.2 Marketing & Intake Procedures**

1. In addition to publishing this program's features on the CRA's website and on its brochures, the CRA's staff will meet with the leading commercial realtors, presidents of: the Chambers of Commerce, Business Development Boards,

Economic Councils, Regional Planning Councils, and Business Networking Groups to market this program.

2. RBCRA staff will request that the applicants (owners/managers of the prospective companies) complete an Application Packet that staff will use as a part of the initial assessment process.
3. Application packets must include the following documentation:
  - a) Completed/executed application
  - b) Copy of executed multi-year commercial lease or proof of ownership
  - c) Business plan, including executive summary and three-year financial projections of revenues and expenses
  - d) 3-year historical financials (for existing businesses)
  - e) List of all jobs being created. Include qualifying jobs as well as non-qualifying jobs. Also, include brief job descriptions, salaries and benefits

#### **A.1.3 Selection Criteria**

1. Business must be properly licensed and approved by the City of Riviera Beach.
2. Businesses that do not report employees' wages are not eligible for assistance under the JCIP.
3. CRA Staff will only entertain applications from businesses that are within the targeted industries. Retail Businesses, Bank Branches, Restaurants, bars, and/or entertainment venues are not eligible for assistance under the JCIP.
4. In order to qualify for funding under the JCI Program the qualifying jobs must be either New Jobs or Relocated Jobs, defined as follows:
  - ☛ A New Job must be full time (minimum of 2,080 hours annually) and shall: be created in the Riviera Beach CRA District and add to the City's total job base; add incrementally to the company's payroll; result in a net increase in the number of employees of the Applicant Company; and involve only a new employee (a Riviera Beach resident) working on-site at the company's facility that is located in the Riviera Beach CRA District. A New full time or equivalent job may include permanent salaried and leased employees. All jobs must be located in the Riviera Beach CRA.
  - ☛ A Relocated Job involves full time (minimum of 2,080 hours annually) positions currently identified on the company's payroll that are being relocated to the Riviera Beach CRA District, and shall: add to the City's total job base; and involve only an employee working on-site at the new company's facility that is located in the Riviera Beach CRA District. A Relocated Job may include permanent salaried and leased employees that can prove residency in Riviera Beach. A Relocated Job excludes an existing employee of an Applicant Company located in other areas of the City of Riviera Beach.

#### **A.1.4 Underwriting Guidelines**

See the Appendix

#### **A.1.5 Approval Procedures**

1. Once eligibility is verified and all required documentation has been submitted, CRA staff will present the funding request to the CRA Board of Commissioners for approval. Staff will notify the applicant of approval, if granted.
2. Following approval of the Grant Application by the CRA Board of Commissioners, the CRA and the Applicant shall negotiate and enter into a Grant Agreement which will clarify the terms and conditions of the JCI Grant, subject to the approval of the CRA Board of Commissioners.

#### **A.1.6 Disbursement & Compliance Procedures**

1. Grant Payments – Subject to the terms and conditions of the Grant Agreement, the JCIP grant shall be paid out over the designated benefit period, in equal quarterly installments. The first of the payments will commence within 90 days after: a) the jobs have been in place for a full calendar year; and b) payroll statements and any and all forms of job verification documents are provided to the CRA. Subsequent payments will be made each additional year in the same manner.
2. Site Visits – CRA staff will conduct a site visit before grant payments begin in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement.
3. Reporting – By accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.
4. RBCRA staff will perform monitoring exercises at least three times per year to record the applicant's compliance with the grant's requirements (i.e. job creation/retention, use of local contractors, etc.). The monitor will formally report the applicant's level of compliance to the RBCRA Director, and will also report any corrective action plans that the applicant has committed to implementing in order to achieve the agreed upon compliance goals in the grant agreement.

## **A.2 Property Investment Program**

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### **A.2.1 Program Description**

Developers and businesses intending to construct Class-A space (office, industrial, retail, hospitality, etc.) space in the CRA District may receive an equity contribution from the CRA equal to approximately 10% of the project cost, to be paid back to the CRA after the project becomes profitable. The CRA would provide to a developer with an equity contribution which the CRA would cover approximately 10% of the project costs (with the understanding that the total project costs will amount to no more than 80% of the project's Projected Assessed Value – as stipulated in a Certified Commercial Appraiser's "As Built" Appraisal). It is the CRA's intent to recover its equity contribution in the future upon the sale of the project, or upon the project reaching a return on the owner's investment that allows for payments to the CRA. The return of investment threshold that triggers the return of the CRA investment will be determined at the time that the CRA and the Developer enter into the Public Private Partnership Agreement; however, the CRA anticipates that the threshold that would trigger the recapture of the CRA's contribution would be at the point where the project's net income exceeds ten percent (10.0%) return of the developer's or building owner's equity. The CRA will not charge interest on its equity contribution. Any incentive that is approved by the CRA Board will be paid as follows: the first one-third (1/3) of the incentive amount will be paid after the project has reached 35% construction completion; the second one-third of the incentive amount will be paid after construction of the project has reached 65% completion; and the final one-third of the incentive amount will be paid after construction of the project is complete and the developer receives a final Certificate of Occupancy from the City for the project.

The PIP incentive is contingent on funding availability and CRA Board approval, and is not to be construed as an entitlement or right of a property owner or applicant. Properties in the CRA areas are not eligible for CRA funded programs when such funding conflicts with the goals expressed in the CRA Redevelopment Plan.

### **A.2.2 Marketing & Intake Procedures**

1. In addition to publishing this program's features on the CRA's website with links to Palm Beach County's Business Development Board's (BDB) website, RBCRA will advertise the program in its brochures. The CRA's staff will work in concert with the BDB to target specific high-value prospects (companies) all over the U.S.A. in an effort to recruit them to the CRA District. All of RBCRA's stakeholders (Commissioners, Citizens, Staff, Consultants, Businesses, etc.) will be encouraged to hand out the Incentive Program's brochure whenever they are travelling out of town.
2. Prior to application submittal, the Applicant meet with City of Riviera Beach Planning & Zoning staff and the Riviera Beach CRA staff for a preliminary review of proposed project plans and construction budget. A Zoning Verification letter

prepared by the City's Planning and Zoning Department indicating that the project conceptually meets the requirement of the City of Riviera Beach's Land Development Regulations shall be included with the application. The CRA Board of Commissioners reserves the right to approve the architectural drawings and site design.

3. If deemed necessary, the CRA will have the application and its contents evaluated and analyzed by an outside third party including but not limited to: partnership/ownership information with equity positions, mortgage on the property, tenant lease agreements, letter of Intent from lending institution and any other documents required by the CRA.
4. **Application Process** – All applicants are strongly encouraged to meet with CRA staff in order to determine eligibility before submitting an application. Funding requests will not be considered until all required documentation is submitted to the CRA office. Application packets must include the following documentation:
  - a. Completed/executed Application Form
  - b. Proposed project site plan, floor plans and building elevation (see Application Form for specific requirements)
  - c. Copy of executed multi-year lease or proof of ownership for the property
  - d. Business Plan, including executive summary, development costs, & ten-year operation Pro Forma including financial projections of revenues and expenses (see application form for specific requirements)
  - e. 3-year historical financials of owner(s) or related entity
  - f. Preliminary estimate of Construction Cost prepared by a licensed General Contractor (as required in application form)
  - g. Additional items as required in the Application Form

#### **A.2.3 Selection Criteria**

The Property Investment Program's (PIP) selection process is driven by the following criteria:

- ☛ The extent to which a particular property or group of properties is defined by the CRA as a significant "Economic Driver" within the redevelopment area:
  - ✓ the revitalized property will increase total employment within the CRA by at least 1% (including both direct & indirect employment)
  - ✓ the revitalized property through its renewed appearance will "spur" redevelopment and attract high quality tenants on an otherwise blighted block
  - ✓ The revitalized property will significantly contribute to crime reduction (by at least 8% over previous year) on its block
- ☛ The willingness and capacity of the subject property's owner to participate in an initiative that would involve a Public/Private partnership and fairly aggressive property enhancement tactics
- ☛ The financial and operational capacity of CRA at the point in time when a particular subject property is being considered for the Program.

#### **A.2.4 Underwriting Guidelines**

See the Appendix

#### **A.2.5 Approval Procedures**

Once eligibility is verified and all required documentation has been submitted, CRA staff will present the request to the CRA Board of Commissioners for consideration. The applicant's presence is required at the CRA Board meeting to present its development proposal and to answer questions by the CRA Board. Staff will notify the applicant of approval, if granted.

Following authorization by the CRA Board of Commissioners, the CRA and the Applicant shall enter into a Public Private Partnership Agreement that will clarify the terms and conditions of the Grant.

#### **A.2.6 Disbursement & Compliance Procedures**

After CRA Board's Approval of the Public Private Partnership Agreement, the applicant shall be obligated to complete the following project milestones within the specified time periods:

- a. Site Plan Application submittal to City within 60 days
- b. Site Plan Review and Appearance Board Approval within 180 days
- c. Site Plan Certification by the Planning and Zoning Department within 270 days

If these steps are not completed within the specified time frame from the CRA Board approval of the Grant Agreement, the Grant Agreement can be terminated at the discretion of the CRA Commission.

**Start of Construction** – Construction shall start within the time frame specified in the Public Private Partnership Agreement. If construction does not start within the specified time frame, the Public Private Partnership Agreement can be terminated at the discretion of the CRA Commission.

**Site Visits** – CRA staff may conduct site visits before investment is disbursed in order to verify that improvements are complete as presented in the approved application. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Public Private Partnership Agreement.

**Reporting** – By accepting the investment, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required construction is complete.

## **A.3 Business Technical Assistance Incentive**

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### **A.3.1 Program Description**

Business owners and residents of the CRA District are eligible to receive subsidized management and technical assistance from approved consultants. This Technical Assistance incentive will enable the CRA to create a diverse business community within the Redevelopment Area by subsidizing the delivery of business assistance to entrepreneurs who may not possess all the skills required to ensure their venture's success. The technical assistance will reduce the business failures within the Redevelopment Area, thereby maintaining stability in employment, tax revenues, and in economic viability. As it is a part of the CRA's Business Development Program, this incentive can, at the CRA Director's discretion be administered in conjunction with the Rent Assistance Incentive.

The CRA will subsidize up to 75% of management and technical assistance and technology services provided by approved consultants to business owners and residents of the CRA District. The CRA's payments will not exceed \$3,000 per approved application.

Eligible business incubation services include:

- Incorporation Services
- Fictitious Name Registration
- Business Plans
- Marketing Plans
- Graphic Design Services
- Website Design
- Monitoring Ongoing Operations

### **A.3.2 Marketing & Intake Procedures**

1. In addition to publishing this program's features on the CRA's website and on its brochures, the CRA's staff will meet with the leading commercial realtors, presidents of: the Chambers of Commerce, Business Development Boards, Economic Councils, Regional Planning Councils, and Business Networking Groups to market this program.
2. RBCRA staff will request that the applicants (owners/managers of the prospective properties) complete an Application Packet that staff will use as a part of the initial assessment process. The Application will include a detailed Scope of Work to be accomplished by the Technical Assistance Provider and the cost estimate for each item of work.
3. RBCRA staff will request a Business Plan complete with financial projections that articulates the applicant's potential for sustainability and profit maximization.

4. The CRA will maintain a list of at least three pre-approved Technical Assistance Providers who have areas of strength and specialization that complement each other

#### **A.3.3 Selection Criteria**

The Technical Assistance Incentive challenges its applicants to achieve a high threshold of performance in order to be eligible for an award. The Program's selection criteria include:

1. A Background Check on the business applicant to ensure that it is properly registered and licensed to do business; Lien Searches & Adverse Records inquiries are also conducted to ensure eligibility
2. The criteria also include longevity (business applicants that have been domiciled in the City of Riviera Beach for more than 3 years are awarded bonus points.
3. Heavy scrutiny is placed on the project – its location, the degree to which it will eliminate blight and increase tax revenue are qualitatively and quantitatively weighed in order to rank the applicant.
4. The project's Community Development Impacts are also analyzed to determine the extent to which the applicant and/or its tenants will provide goods and services that will enhance the community's prosperity.
5. The factors associated with the project's Economic Impact:
  - ✓ local job impact
  - ✓ the viability of the occupant's business model
  - ✓ the extent to which the project addresses major community challenges such as crime, poverty, juvenile delinquency
  - ✓ the project's use of local contractors to perform the workare also qualitatively assessed and ranked.

#### **A.3.4 Underwriting Guidelines**

See the Appendix

#### **A.3.5 Approval Procedures**

Once eligibility is verified and all required documentation has been submitted, CRA staff will present the funding request to the CRA Board of Commissioners for approval. Staff will notify the applicant of approval, if granted.

#### **A.3.6 Disbursement & Compliance Procedures**

1. Each Consultant will submit a copy of his/her invoice and a copy of his work product (the work product may, in some instances, be a report which lists the accomplishment of certain tasks) to both the Grant Recipient & the CRA
2. RBCRA staff will verify that the work done is consistent with the Scope of Work that was originally authorized, and that the work is complete and of high standards



3. Subsidy payments will be disbursed after proof of the Grant Recipient's portion of payment to the Technical Assistance Provider. A maximum of \$3,000 of payments may be made.

# APPENDIX

## *Forms*

# Appendix 10

## Riviera Beach CRA Business Incentive Payment Authorization Checklist

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

Project Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Draw Invoice: \_\_\_\_\_ Draw #: \_\_\_\_\_ Final Invoice: \_\_\_\_\_ Invoice Request Date: \_\_\_\_\_

Previous Balance: \$ \_\_\_\_\_ This Payment Amount: \$ \_\_\_\_\_

New Balance After This Draw: \$ \_\_\_\_\_ Project Manager: \_\_\_\_\_

	Reviewed/Approved By/Date
Contract Signed With W-9 Attached	
Applicant Briefed By Project Manager	
Appropriate Permits Secured	
Inspection Completed By Official Inspector- Attached Doc.	
On-Site Contract Work Verification By Project Manager (Original Contractor(s) Match Application, or Formal Waiver)	
Approval By CRA Planning Director	
Approval By CRA Executive Director	
Check Issued	

The invoice and supporting documentation have been reviewed and it is approved for payment.

\_\_\_\_\_  
Approving Authority

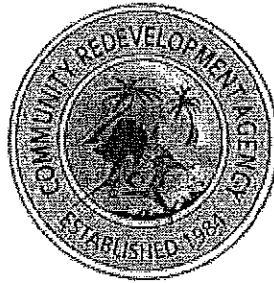
Date: \_\_\_\_\_

Payment approved by

## Appendix 11

# The Riviera Beach Community Redevelopment Area Incentives Application Packet

**Riviera Beach Community Redevelopment Agency  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404**



## Riviera Beach CRA Economic Development Incentive Application

Date:	Business Name:		
Type of Corporation {S-Corp., C-Corp., LLC., Non-Profit, Coop, etc}:			
List the all the names of the Corporation's Principals who own more than 10% of its stock:		Corp. Address:	
Name	Percentage of Shares Owned	FEIN:	
		DUNS#:	
		New Business Address in the CRA District:	
		Does the Applicant Own the Property:	
		Property Control #:	
		Phone:	Fax:
Property Size:		Email:	
Building(s) Size:		Landlord's Name:	
How many employees does the Corporation have currently:		Landlord's Address:	
<u>Full-Time</u>	<u>Part-Time</u>		
How many employees will the Corporation hire as a result of this project:		Landlord's Phone:	
<u>Full-Time</u>	<u>Part-Time</u>	Fax:	
		Landlord's Email:	
Project Cost:		When does the Property Lease Expire:	
Project Description:			

## **PROPOSED PROJECT BUDGET**

Itemize anticipated expenses for this project. Complete the items that apply to your project. Attach details of each item and supportive information. Include labor and material costs in this estimate.

Expense Type	Total Cost	Fund Source		
		#1 Other	#2 City/CRA/ Non-Profit	#3 Grantee
Land Acquisition	\$0			
Construction of New Building	\$0			
Expansion of Existing Building	\$0			
Façade Changes / Renovation	\$0			
Engineering	\$0			
Architectural Design	\$0			
Property Surveying	\$0			
Soil Test	\$0			
Impact Fees	\$0			
Machinery and Equipment	\$0			
Other (Specify)	\$0			
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

OTHER (List Items & their Cost):

**TOTAL Other Items:**

\_\_\_\_\_  
\_\_\_\_\_  
-

Job Creation/Retention Projections	
Existing	>>>>>>>>
Retained	
Created	
<b>Total</b>	

**Applicant Name:**

\_\_\_\_\_

**Applicant Signature & Date:**

\_\_\_\_\_

**Owners Name:**

\_\_\_\_\_

**Owners Signature & Date:**

**(If different from applicant)**

\_\_\_\_\_

**Program awards are contingent on funding availability and CRA Commission approval, and are not an entitlement. Approvals and conditions of the grant award are at the sole discretion of the CRA Commission and must be consistent with the Community Redevelopment Plan.**

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF  
COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 1/11/2017

**Agenda Category:**

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**Subject:** DISCUSSION: COMMISSIONER HUBBARD; CRA GENERAL COUNSEL'S CONTRACT

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**Recommendation/Motion:** DISCUSSION

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<b>Originating Dept</b>	INTERIM EXECUTIVE DIRECTOR	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

SEE ATTACHED

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

### **III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:



Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
J._Michael_Haygood_Letter_of_Engagement.pdf	GENERAL COUNSEL ENGAGEMENT LETTER	1/5/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	1/5/2017 - 1:20 PM
CRA Internal Review	Evans, Scott	Approved	1/5/2017 - 1:21 PM

# HAYGOOD & HARRIS, L.L.C.

ATTORNEYS AT LAW

J. Michael Haygood, Esquire  
J. Michael Haygood, P.A.  
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Stephanie Harris, Esquire  
Harris & Associates, L.L.C.  
E-mail: sharris@hayharrislaw.com

June 26, 2006

Ann Iles, Chairperson and  
Members of the  
Riviera Beach Community Redevelopment Agency  
Bank of America Financial Centre  
2001 Broadway, Suite 300  
Riviera Beach, Florida 33404

Re: Engagement Letter

Dear Chair and Members of the Board:

Thank you very much for giving us the opportunity to represent the Riviera Beach Community Redevelopment Agency (the "Agency"), as Interim General Counsel. We have found it is best to set forth the basic parameters of our new representations in writing. We hope you do not find this overly formal. This letter will serve to confirm our engagement to represent you in regard to this matter.

## LEGAL FEES

You hereby agree to pay Haygood & Harris, LLC, at a rate of \$265.00 per hour for all legal services performed in this matter. J. Michael Haygood will be responsible for all legal services provided under this engagement. We reserve the right to modify the hourly rates in the future upon thirty (30) days notice to you, but will not modify the rate from one year from the date of engagement. You will be billed monthly by way of an itemized statement reflecting the legal work performed. The monthly bills issued will include a breakdown of attorney fees and costs incurred during the monthly billing period and shall reflect any payment made by you to the account. You agree to immediately pay any and all invoices as they are received from the firm.

## COSTS

You are responsible for, in addition to legal fees for work performed, all costs for matters for which the Firm renders legal services on behalf of you, including, but not limited to, travel expenses, filing fees, research costs, postage, telephone toll calls, and photocopying expenses.

1551 Forum Place., Suite 400B, West Palm Beach, Florida 33401  
Telephone: (561) 684-8311 • Fax (561) 684-9380

### CHARGEABLE TIME

Our hourly rates include all time spent on matters on behalf of you including, but not limited to, telephone conferences, drafting of documents and agreements, meetings (portal to portal), research, travel, correspondence and the like.

### REASONABLENESS OF FEES

If, at any time, you believe our interim periodic hourly bills are not fair and reasonable, you must notify me within ten (10) days of the date of the complained invoice, and together we will review the invoice. If no notice is received, it is understood that the invoice is accepted as correct, accurate, fair and reasonable.

If the terms described above are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

Again, thank you for the opportunity to represent you and we look forward to a mutually satisfactory relationship.

Sincerely,

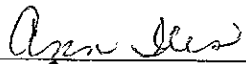
Haygood & Harris, PLLC

By: 

J. Michael Haygood, P.A.

I HAVE REVIEWED THE ABOVE AGREEMENT AND HAVE AGREED TO  
AND ACCEPTED THE TERMS THEREIN

Riviera Beach Community  
Redevelopment Agency

By:   
Name: Ann Iles  
Title: Chairperson