



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,**

### **REGULAR MEETING**

**February 8, 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 - JANUARY 11 2017 REGULAR BOARD MEETING MINUTES
2. MONTHLY APPROVAL OF VENDOR INVOICES

END OF CONSENT

### **REGULAR BUSINESS**

3. 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 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 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.
4. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE 2017 SINGLE FAMILY HOUSING BEAUTIFICATION GRANT PROGRAM FOR AN AMOUNT NOT TO EXCEED \$300,000 DOLLARS IN ACCORDANCE WITH THE APPROVED BUDGET; AND APPROVING THE 2017 NEIGHBORHOOD INCENTIVES PROCEDURE, AS REVISED, 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.
5. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING 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

6. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE 2017 "ON THE JOB TRAINING INCENTIVE PROGRAM" FOR AN AMOUNT NOT TO EXCEED \$100,000 DOLLARS IN ACCORDANCE WITH THE APPROVED BUDGET; 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.

## **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:** 2/8/2017

**Agenda Category:**

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**Subject:** REQUEST FOR THE APPROVAL OF MINUTES - JANUARY 11 2017 REGULAR BOARD MEETING

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**Recommendation/Motion:** APPROVAL

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<b>Originating Dept</b>	OPERATIONS MANAGER AND 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:**

**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>
1-11-17_CRA_MEETING_MINUTES.pdf	JANUARY 11 2017 BOARD MEETING MINUTES	1/31/2017	Minutes

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
CRA	Hatcher, Darlene	Approved	1/31/2017 - 3:49 PM
CRA Internal Review	Evans, Scott	Approved	1/31/2017 - 3:51 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, January 11, 2017

7:47 p.m. to 10:30 p.m.

APPEARANCES:

Vice-Chair KaShamba Miller-Anderson

Commissioner Tonya Davis Johnson

Commissioner Lynne Hubbard

Commissioner Dawn Pardo

Attorney Michael Haygood

CRA Interim Executive Director Scott Evans

Operations Manager & Public Information Officer Darlene Hatcher

Mayor Thomas Masters

1 VICE-CHAIR MILLER-ANDERSON: Good evening. We'll start our  
2 Riviera Beach CRA regular meeting for January 11, 6:00 p.m.  
3 We're just finishing up from our other meeting so we'll begin at  
4 this time.

5 Madam Clerk, roll call.

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

12 VICE-CHAIR MILLER-ANDERSON: Welcome, Mayor. We're happy  
13 to see you here.

14 Ms. Hubbard -- we'll have our moment of silence and the  
15 Pledge of Allegiance, with Ms. Hubbard leading.

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

17 VICE-CHAIR MILLER-ANDERSON: Do we have any additions and  
18 deletions?

19 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, Madam Chair.

20 We have a couple of modifications to the minutes. Just a  
21 couple of corrections. On page 57, line 24, we've corrected the  
22 spelling of the word alright. On page 81, line 3, the word no  
23 was removed.

24 And then under item 2, which is the consultant vendor  
25 invoices, the cover sheet which added up all of the invoices,

1 there was some incorrect math, so we have a corrected one. The  
2 new corrected total is \$26,824.75.

3 VICE-CHAIR MILLER-ANDERSON: Any other additions and  
4 deletions?

5 Disclosure by commission and staff?

6 On -- for myself, I would like to disclose I am part owner  
7 of JD Anderson Construction. For item number 3, the Weitz pay  
8 app number 25, we are no longer -- we have been gone from that  
9 position probably for about a year now but because the name  
10 continues to show up in the documents I am abstaining from  
11 number 3.

12 COMMISSIONER HUBBARD: Madam Chair.

13 VICE-CHAIR MILLER-ANDERSON: Yes.

14 Disclosures by commission and staff? Do you have a  
15 disclosure?

16 COMMISSIONER HUBBARD: Not a disclosure, Madam Chair. I  
17 was -- I have a -- I wanted to --

18 VICE-CHAIR MILLER-ANDERSON: To pull something?

19 COMMISSIONER HUBBARD: I do want to pull something from the  
20 consent agenda --

21 VICE-CHAIR MILLER-ANDERSON: Okay. Hold on.

22 COMMISSIONER HUBBARD: -- and I wanted to ask for an  
23 addition if it's not on here. I thought it was, but I don't  
24 seem to see it. Is the -- is the CRA attorney's contract on the  
25 agenda?

1 COMMISSIONER PARDO: Yes. Item 9.

2 VICE-CHAIR MILLER-ANDERSON: Number 9.

3 COMMISSIONER HUBBARD: Okay.

4 VICE-CHAIR MILLER-ANDERSON: That's it?

5 COMMISSIONER HUBBARD: Yes.

6 VICE-CHAIR MILLER-ANDERSON: Okay.

7 COMMISSIONER HUBBARD: But the -- pull -- I'll wait for you  
8 to ask for the...

9 VICE-CHAIR MILLER-ANDERSON: Okay. Can I have a motion to  
10 adopt the agenda?

11 COMMISSIONER DAVIS JOHNSON: So moved.

12 COMMISSIONER PARDO: Second.

13 (Vote taken.)

14 THE CLERK: Motion carries.

15 (Motion to adopt the agenda passed unanimously.)

16 VICE-CHAIR MILLER-ANDERSON: If you have any -- any persons  
17 that would like to speak on an agenda item, please fill out a  
18 blue public comment card located in the back of the council  
19 chambers and give it to the staff prior to the beginning of the  
20 meeting.

21 Members of the public shall be given a total of three  
22 minutes for all items listed on the consent agenda. Members of  
23 the public will be given three minutes to speak on each regular  
24 agenda item. In no event will anyone be allowed to speak on an  
25 agenda item after the resolution is read or item considered.

1 Can we have a motion to -- I'm sorry -- do we have any  
2 consent -- a motion for the --

3 COMMISSIONER HUBBARD: Number 3 to pull.

4 VICE-CHAIR MILLER-ANDERSON: You want to pull? Pull which  
5 one?

6 COMMISSIONER HUBBARD: Number 3, ma'am.

7 VICE-CHAIR MILLER-ANDERSON: Okay.

8 COMMISSIONER PARDO: Motion to approve consent with item 3  
9 pulled.

10 COMMISSIONER DAVIS JOHNSON: Second.

11 VICE-CHAIR MILLER-ANDERSON: And we have one public comment  
12 card for item number 2. And abstaining of number 3 for me.

13 THE CLERK: Motion carries with item number 3 being pulled.

14 VICE-CHAIR MILLER-ANDERSON: And Miller-Anderson  
15 abstaining.

16 (Motion to approve Consent with item 3 pulled passes, with  
17 Vice-Chair Miller-Anderson abstaining from item 3.)

18 VICE-CHAIR MILLER-ANDERSON: Okay. Ms. Larson, did you  
19 want to speak on item number 2?

20 MS. LARSON: I don't know how we're going to do this  
21 tonight because the book is not back there. I was going to -- I  
22 made some rather cryptic notes myself that I was going to read  
23 from the book.

24 UNIDENTIFIED AUDIENCE MEMBER: Here it is.

25 MS. LARSON: Can you stop that first? Gee whiz. So I can

1 get...

2 Where is the -- I don't see the bills in here. Where is  
3 it? The vendor bills.

4 VICE-CHAIR MILLER-ANDERSON: Number 2, approval of the  
5 consultant vendor invoices.

6 MS. LARSON: This is not the way it was on the web so --  
7 I'm looking here. But the -- two, two of the bills I was going  
8 to talk to you about was the Fishing Academy. We pay for them  
9 year-round. Yet who goes in the water in January, February,  
10 March, actually December too? We spend \$2,500 a month for that.

11 On the bill this month there were 14 private -- there were  
12 like 14 private lessons. What is a private -- why are we giving  
13 private boating lessons to people? And then there were 34  
14 private lessons to people other than Riviera Beach. I thought  
15 we had decided it was just going to be Riviera Beach people and  
16 that's it. For the month, 14 private lessons. We don't know to  
17 whom or what or why. And 34 out-of-city residents got private  
18 lessons. If you want boating lessons or whatever there are  
19 places you can go and purchase it. I don't know why we should  
20 be paying for it. But also I'd like you to consider when this  
21 comes up again that we not do it year-round. Because who's  
22 going to -- like I said, who's going to go in the water -- you  
23 got Thanksgiving, you got Christmas, it's cold.

24 COMMISSIONER PARDO: And it's the best fishing time.

25 MS. LARSON: Okay. Yeah, but are they learning fishing? I

1 thought they were doing boating.

2 COMMISSIONER PARDO: Absolutely. They learn fishing.

3 MS. LARSON: Okay. Well, let's see how many kids show up.  
4 Because like I said, this time there were 14 private and 34  
5 private lessons. And I don't think we should be doing private  
6 lessons whatsoever.

7 Now, several years ago -- some of you may not remember  
8 this, but the Board, the entire Board was called up to  
9 Tallahassee or Jacksonville, wherever it was, and they were told  
10 that the bills have to be very, very specific. On our legal  
11 bills, I read through that and it said conversation with  
12 so-and-so about a lien or something. It doesn't describe what  
13 happened. So if someone were looking at these bills you should  
14 know what that is and what the discussion was, at least the  
15 subject matter. So I don't want us to get in trouble again for  
16 having non-descript billing. So when you say discussion,  
17 discussion regarding what? Or if you name the person, who is  
18 that person? We don't know. And Tallahassee will not know  
19 either. And I don't want Riviera Beach to get called up there  
20 again. And we looked very foolish last time. And they said  
21 okay our bills next time will be in order. And they're not in  
22 order.

23 So let's make sure everything is described so that you can  
24 read it as if you've never seen it before and you know what  
25 they're talking about and what we're paying for. Thank you.



1 That's all I can remember. Thank you.

2 VICE-CHAIR MILLER-ANDERSON: Thank you.

3 That was -- item number 3 is what you pulled --

4 Ms. Hubbard, you pulled 3, right?

5 COMMISSIONER HUBBARD: Yes, ma'am.

6 VICE-CHAIR MILLER-ANDERSON: Okay. You want to go ahead?

7 COMMISSIONER HUBBARD: Yes. We're getting ready to have a  
8 retreat on the CRA and some of the City's business. But my  
9 concern with this pay application is the fact that we allow for  
10 a certain amount of change orders and direct, direct purchase  
11 orders. I don't understand why -- what these are for, and the  
12 balance that we owe to Weitz. How long are we going to pay them  
13 without getting the information of the walk-through that we were  
14 supposed to have? There was a list of things, a punch list if  
15 you will. We don't know whether all of those things have been  
16 replaced or not.

17 I don't want to see us continue to write these exorbitant  
18 checks to Weitz, and the Event Center is not up to par as it  
19 should be. And all of the things that we found wrong there at  
20 the Event Center -- for example, the restaurant that didn't have  
21 the grease trap, the loose tiles up on the roof. The roof  
22 itself is not even finished. And we cutting checks for this  
23 amount of money to Weitz Construction, that concerns me.

24 So I want to know if I could get some kind of explanation  
25 on the things that are on the punch list at the Event Center,

1 how are they all not having been done as of yet, but yet we're  
2 paying this money?

3 In addition I'd like an explanation about the food truck  
4 slots. The electric that we need there for trucks, that's not,  
5 that's not even there.

6 So what is it that we're paying for at this time?

7 INTERIM EXECUTIVE DIRECTOR EVANS: So this, this is a  
8 regular payment in the contract. There's no change orders being  
9 proposed. It's payment on their standard contract.

10 Most of the work is for the signage that's being completed.  
11 And a lot of the -- we do have some issues ongoing at the Marina  
12 and the Event Center, but most of those are warranty issues with  
13 the manufacturer. We've been using the Event Center since May  
14 of this year, so we've been using it for a while now. So we do  
15 have some things that we're working on; but a lot of them are  
16 warranty issues, not necessarily with Weitz.

17 And Weitz was only under contract to finish a portion of  
18 the roof floor. So that's a future project for this Board to  
19 complete.

20 COMMISSIONER HUBBARD: We haven't been, we haven't been  
21 using the Event Center long enough for anything to have  
22 happened, happened to it for it to be under wear and tear. So  
23 it's not the wear and tear issues that I am referring to.

24 I'm referring to some of the things that I named that  
25 wasn't finished.

1 Even if the fact that they weren't under contract to  
2 complete the entire rooftop flooring, we found that there was a  
3 lot of loose tiles that was there on the, on the rooftop itself.

4 We also found that downstairs in the restaurant section  
5 there was not any concessions made for the gas, excuse me, the  
6 grease traps for the restaurant.

7 We also found that the correct pump was not put in the  
8 fountain so that we could have the maximum height of the water  
9 activity or the water feature for the children. Just to name a  
10 few of the things that was wrong.

11 Also some of the handles and things at the Event Center had  
12 started to turn because I -- the sea salt and the moisture from  
13 the air. So that we were told was because it was the wrong type  
14 of fixtures that should not have been used near the water; that  
15 persons don't use that type of fixture near the water because of  
16 the fact that it would do just what it did, turn color already.

17 So, again, those things, those things we need to make sure  
18 that are completed. I would not continue to submit an invoice  
19 for them if those things after seven months still have not been  
20 completed. And the reason I say seven months is because I --  
21 I've only been here seven months.

22 That's my concern, that we don't pay the invoices until we  
23 start seeing some of these things completed. Because after a  
24 while we will have -- we continue to meet our end of the  
25 contract but they do not, and staff continues to present their

1 invoices. But -- nor do they hold them accountable to finish  
2 the things that they should be finishing.

3 INTERIM EXECUTIVE DIRECTOR EVANS: If I could address some  
4 of them. Like for example the tiles on the floor, we have  
5 noticed that some of them have started to crack. We accepted  
6 and I've actually already paid for that portion of the Event  
7 Center. But those tiles are under warranty so the manufacturer  
8 and the person who installed it are required to repair them. So  
9 they will be fixed.

10 But that is -- once Weitz turns over the building to us and  
11 it's -- and done substantially complete, which they were, then  
12 it becomes a warranty issue. So those tiles will get fixed but  
13 they'll get fixed by the actual roofing company and the  
14 manufacturer of the tiles, not by Weitz. And these are --

15 COMMISSIONER HUBBARD: You said substantially.  
16 Substantially doesn't mean totally. That leaves us some room to  
17 get our -- to make -- to have our repairs done.

18 Number one, it has nothing to do with wear and tear so I  
19 don't see how our manufacturer even kicks in because we weren't  
20 using -- it was, it was loose at the very first walk-through up  
21 there. So, no, it wasn't just -- the day we had the cut the  
22 ribbon downstairs and everybody was taken to it, it was loose  
23 that day. And from that point we were led to believe that those  
24 things were going to be fixed.

25 So the things that I'm reporting to you or telling you has

1 nothing to do with usage. So that -- those were things that you  
2 would have said to the gentleman, whoever your tile guy was, he  
3 needs to come and fix this; these handles need to be replaced.  
4 It has nothing to do with warranty. It has to do with, one, the  
5 wrong product was used; and, two, the tile wasn't installed  
6 properly.

7 VICE-CHAIR MILLER-ANDERSON: Anyone else?

8 INTERIM EXECUTIVE DIRECTOR EVANS: I would propose to bring  
9 back a report on the, on the punch list items and what we find.

10 COMMISSIONER HUBBARD: Along with this invoice.

11 VICE-CHAIR MILLER-ANDERSON: Anyone else?

12 THE CLERK: Commissioner Pardo.

13 COMMISSIONER PARDO: Yes.

14 THE CLERK: Commissioner Hubbard.

15 COMMISSIONER HUBBARD: No.

16 THE CLERK: Commissioner Davis Johnson.

17 COMMISSIONER DAVIS JOHNSON: What are we doing here?

18 VICE-CHAIR MILLER-ANDERSON: Number 3.

19 THE CLERK: Weitz pay app 25.

20 VICE-CHAIR MILLER-ANDERSON: It was pulled.

21 COMMISSIONER DAVIS JOHNSON: Yes.

22 I thought we were voting on the bringing it back with the  
23 report.

24 THE CLERK: Motion passed, with Vice-Chair Miller-Anderson  
25 dissenting and Commissioner Hubbard voting no.

1 MR. HAYGOOD: Abstaining.

2 VICE-CHAIR MILLER-ANDERSON: Abstain.

3 THE CLERK: Abstain.

4 VICE-CHAIR MILLER-ANDERSON: Miller-Anderson abstained.

5 And what was the vote? Did we have enough?

6 THE CLERK: Mhmm. Two. Commissioner Pardo and  
7 Commissioner Davis Johnson, yes.

8 VICE-CHAIR MILLER-ANDERSON: We don't have to have three?

9 MR. HAYGOOD: There's no tie. She's correct. It passed.

10 VICE-CHAIR MILLER-ANDERSON: It did?

11 MR. HAYGOOD: Yes.

12 COMMISSIONER DAVIS JOHNSON: So the report will be coming?

13 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, mmhmm. I'll bring  
14 the report.

15 This pay application is not for those items. This is for  
16 the future work that's still being completed on-site. It's  
17 mostly the signage that's being installed.

18 COMMISSIONER HUBBARD: Let me say this, Madam Chair.  
19 Regardless of what this invoice is for, my point is to hold the  
20 check until you get the work you need done. I don't care what  
21 the, what this particular -- we're talking about. We're talking  
22 about the job overall. How do we get the things done that we  
23 need to do if we keep holding our end of the bargain, cutting  
24 checks for people that aren't providing us the service that  
25 we're paying for? That's what I'm talking about.

1 VICE-CHAIR MILLER-ANDERSON: Okay. That's the end of  
2 consent.

3 We're moving to our regular business. Item number 4.

4 INTERIM EXECUTIVE DIRECTOR EVANS: Item number 4. The  
5 Riviera Beach Community Garden has initiated a programming and  
6 operational reset. And that started in September of this year.  
7 And I'm very pleased at the tremendous progress that they've  
8 made in a short time.

9 Annetta Jenkins is the Director of Neighborhood Services  
10 and she's prepared an update on their recent efforts.

11 MS. JENKINS: Good evening, Commissioners.

12 Annetta Jenkins, Director of Neighborhood Services.

13 And as Mr. Evans has said, we're here as promised to give  
14 you an update on the status of the community garden and discuss  
15 our reset.

16 What is happening in the garden? We began this process in  
17 September of this year where we brought on a new garden manager,  
18 Mr. Dennis Reichel. And he's in the audience. I'd like to  
19 introduce him, if he could just stand up and wave for those of  
20 you who are not familiar with Mr. Reichel. He is a neighborhood  
21 resident. And as a matter of fact, he lives across from the  
22 garden. And he has been a volunteer with the program, before  
23 becoming the garden manager, from its inception.

24 One of the significant aspects of this reset is that we  
25 have expanded the hours of service where the garden is open at

1 least 35 hours per week and seven days a week for access by  
2 residents.

3 In the three months that Mr. Reichel has been on board and  
4 we've begun this reset, not only have we increased our hours of  
5 operation steadily over the last three months but our volunteer  
6 hours have picked up. For instance, in October we had 320  
7 volunteer hours in the garden. And in December we had 417  
8 volunteer hours. Over the last three months we've had five very  
9 nice events in the garden. And to date we have in excess of 50  
10 of the beds planted.

11 Some of the items that have been harvested already, you can  
12 see there, delicious cucumbers, various herbs, leeks, okra,  
13 radishes, collard greens, and kale. The produce has been shared  
14 with residents in the area and with several of our food banks  
15 and volunteers who are coming out, including elderly.

16 Right now if you go out to the garden there are some  
17 additional exciting vegetables and fruits and herbs that are  
18 planted. And I've listed some of them there. You have your  
19 normal vegetables, carrots and broccoli and cabbage; but we also  
20 have Swiss chard and various types of berries, including  
21 mulberries, cauliflower, Chinese red beans. We have pineapple  
22 bushes, and tangelo, lemon, and lime trees, and we're growing  
23 avocado and mango in the garden.

24 Just to give you some idea of the life cycle out there:  
25 You have to go through raised bed preparation. And at any point



1 in time not all of the beds are under cultivation. The beds are  
2 being prepared for the next crop. Seedlings are growing.  
3 You'll go out and see little seedlings in certain areas. There  
4 is constant watering and fertilizing, and of course the  
5 harvesting that we all like to see.

6 Here's a picture of the garden over the last few months.  
7 And you can see items growing. And you can see that it is  
8 looking fairly healthy.

9 The goals for the year include having our raised bed rental  
10 program implemented. The last time that I gave you an update  
11 about the garden, we talked about going out in the community and  
12 doing some surveying among residents and among community groups  
13 at different events. And the number one item that people asked  
14 for was the opportunity to be able to rent the beds. We will  
15 have applications out in the next week or so, so people can  
16 start signing up. We already have a mini waiting list of people  
17 who are interested in renting the beds. And with that an  
18 individual resident can grow whatever they would like, as long  
19 as they use organic gardening.

20 Another goal in the garden would be to donate and sell, or  
21 sell 300 seedlings, including vegetables, herbs, flowers, and  
22 tree seedlings.

23 A third goal will be to produce at least 1600 pounds of  
24 vegetables, et cetera, for the year. And with that we know that  
25 we can generate at least an average of 60 volunteer hours per

1 month to assist Mr. Reichel in the garden.

2 We'll conduct 36 hours of off-site outreach to community  
3 organizations; and we'll develop a gardening program at the Max  
4 M. Fisher Boys and Girls Club where, you know, we have several  
5 hundred of our local children attending that club.

6 We'll also implement the Riviera Beach Kids Grow Program,  
7 where we'll deliver at least 100 hours of hands-on gardening  
8 training for students in elementary and middle school. And  
9 we'll continue to host and produce our monthly police and  
10 firefighter children's book readings in the garden. And that's  
11 a fun thing to see, to see the officers out there with the kids  
12 reading and the kids playing and just being very excited to  
13 interact with our safety force.

14 We will also host our semi-monthly art and cultural  
15 evenings for adults. And you'll hear more about that later  
16 through social media. Where one of the offerings will be to  
17 come out and paint and enjoy a little wine and cheese as an  
18 adult, and just have a nice evening among the vegetables.

19 And we will host at least four Evening in the Garden  
20 events. And we had the first of these in December for our  
21 Evening in the Garden volunteer recognition, where we had in  
22 excess of 125 adults and children out during the holidays.

23 Just to give a little bit more detail about our established  
24 garden programs. Again reiterating the fact that the garden is  
25 open seven days a week and we have morning and evening hours.

1 We'll have our raised bed rental program; our Evenings in the  
2 Garden, including one on February 2nd, that we're looking  
3 forward to; our Adopt-a-Plot Program, which was very successful  
4 last year to assist us in raising some dollars to help buy seeds  
5 and fertilizer.

6 We'll be introducing the ANA Arts Program, which we'll have  
7 the art and wine and cheese. And we hope to bring in music very  
8 shortly. And you'll hear about our mural program with our kids,  
9 where kids will be painting the back wall of the garden and  
10 we'll offer prizes for our students.

11 We'll continue with those programs involving our  
12 firefighters and the police.

13 And we'll be celebrating with a huge volunteer service day  
14 on April 22nd to recognize Earth Day.

15 We continue with our Gardening Outreach Program with  
16 Revival Community Outreach Ministries, the Boys and Girls Club,  
17 and Lincoln Elementary.

18 And we invite the public to go out and just take a look and  
19 see how those programs are getting up off the ground and they  
20 are thriving.

21 We invite groups to come out for service days. And I've  
22 listed several of our partners there who've already given us  
23 service in the garden, who pledge to do more in this coming  
24 year.

25 Here are some pictures from our Evening in the Garden. And

1 you might see some familiar faces in our photo frames, which  
2 were a big hit in the garden. You see some kids and volunteers  
3 out there.

4 And just a wrap-up. If you drove by our garden it was very  
5 nicely decorated and the children and the residents enjoyed it.

6 And with that I would invite you to come and grow with us  
7 at 1010 West 10th Street. So I'll take any questions if there  
8 are any. And thank you.

9 VICE-CHAIR MILLER-ANDERSON: Do we have any questions from  
10 the Board?

11 We have one public comment for this item. Ms. Margaret  
12 Shepherd.

13 MS. SHEPHERD: Margaret Shepherd, Riviera Beach.

14 I'm glad for the update of the community garden. It was  
15 something that kind of caught my attention. The senior citizens  
16 really thought that they would have a part where they could grow  
17 their vegetables in the ground. I think it's a, it's a senior  
18 citizen, I think she's on 3rd Street, and her garden kind of sit  
19 I guess to the west. And they're kind of disturbed that they  
20 don't do it their way; coming from Georgia, Mississippi,  
21 wherever they go, come from I mean, they feel like they was not  
22 included in that process. To rent a bed, they just felt like it  
23 was just something that they just didn't want to adhere to.

24 Another thing, I was listening to Mrs. Herring talk about  
25 their place up in St. Augustine, that's what she said, and she

1 wanted to say how she was kind of like disappointed because the  
2 community garden that they had, it was like a hustle and bustle  
3 thing. And I did take my time -- I think it might have been  
4 three weeks ago, and I just -- I guess this was the gentleman  
5 that was walking around in the garden, and just took my time and  
6 looked and looked. And I really thought it was going to be a  
7 little bit more like the one in West Palm Beach and the one in  
8 Lake Park. I think it's a little whatever. I don't know, I  
9 can't explain it because I'm not a gardener.

10 But another thing that happened with Southside Coalition --  
11 and I hear Mrs. Jenkins say they're going to update the hours.  
12 They went there, and when they got there -- I don't know what  
13 time they got there, but within an hour or so they said that,  
14 you know, they had closed the park down; so the children didn't  
15 really get a chance to enhance. So I hope that when the  
16 children -- not just Southside Coalition -- that the park will  
17 stay open and give people an understanding of how a garden  
18 works. I really don't know how it works. I'm just now learning  
19 in my garden.

20 And I was talking to Scott about Latoya, she taught me how  
21 to grow spearmint. I had spearmint all over my house, out of  
22 this one little plant. But it got cold and for some reason it  
23 died. And I was trying to move it in the house but they died.  
24 But I am learning, I'm out in the yard now. And I think  
25 everybody need that experience.

1 And maybe you can sit down and try to find out just how --  
2 I'm talking about senior citizens now, from the old school,  
3 trying to adapt to I guess the younger version of organic. I  
4 mean do they have to be forced to do organic?

5 I think that's just some of the questions that's being  
6 asked. Thank you.

7 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Shepherd.

8 Item number 4. I'm sorry. Item number 5.

9 COMMISSIONER DAVIS JOHNSON: Excuse me. Do we not have to  
10 have a motion to accept the report?

11 VICE-CHAIR MILLER-ANDERSON: No. It was just an update.

12 INTERIM EXECUTIVE DIRECTOR EVANS: At the last CRA meeting  
13 the CRA's IT billing was discussed and the Board requested that  
14 our IT consultant attend the next meeting and provide an  
15 overview of our system. Additionally I was directed to review  
16 our past bills and our contract, which I've done.

17 And we are going towards creating a more simpler invoicing  
18 system. So at the next month, going forward, we're going to  
19 create a new invoice which should be more clear for the Board to  
20 review. And the direction we're going is the new invoice will  
21 be for all work completed for all of the various agency  
22 departments, instead of splitting up amongst our three different  
23 locations. And it will also reflect a single flat rate monthly  
24 bill, so that we're not continually increasing -- rather not  
25 continually adding separate line items for the various items

1 that would be included under regular maintenance. So regular  
2 maintenance would be one charge; and then anything that was  
3 additional, like new software or a new direction, it would be  
4 listed that way so the Board could clearly read it.

5 And our consultant is Mike DePastino. And he's in  
6 attendance as requested today and he has a summary presentation  
7 of our system and how it interconnects our three different  
8 office locations.

9 COMMISSIONER PARDO: Hold on a second. Madam Chair.

10 VICE-CHAIR MILLER-ANDERSON: Go ahead.

11 COMMISSIONER PARDO: Okay. And then, Scott, so I thought I  
12 brought up at the last meeting when I asked about the billing  
13 here, you know, I really don't care about the invoices because  
14 you could figure it out, you know, figure out the invoices. But  
15 I really want to know if we need to make any improvements in our  
16 system with the software, if we need hardware improvements. So  
17 hopefully your consultant will be able to answer that.

18 MR. DePASTINO: Yes. We will touch a little upon that.

19 VICE-CHAIR MILLER-ANDERSON: Go ahead.

20 MR. DePASTINO: First off, I'd like to thank you for having  
21 me here to present. My name is Mike DePastino. I'm with  
22 Constant Computing. I'm here to discuss the Riviera Beach CRA  
23 IT network and infrastructure, and then give you a little  
24 insight on my business and what we provide.

25 So, first of all, about Constant Computing, we offer -- we

1 are a managed service provider. We provide outsourced IT  
2 solutions for small to medium businesses and organizations. We  
3 offer local personal IT support, quality expertise in growth  
4 experience, and we also offer a range of services such as  
5 virtual CTO, which is chief technology officer, along with  
6 strategic planning, consultation, server support, network  
7 security, and even the end user support day-to-day.

8 The benefits of a managed service provider. First off, we  
9 have lower costs. We provide the benefits of a full IT  
10 department at a fraction of the cost. There's no costly  
11 benefits to give employees. There is reduced cost of goods,  
12 such as hardware and software, through industry knowledge and  
13 partnerships.

14 We offer improved focus. Essentially we concentrate on IT  
15 so that you don't have to. It allows the staff to be freed up  
16 and do what they do best. With that improved focus there's no  
17 risk of finding the right employee. What we found with  
18 especially small, medium businesses and organizations is that  
19 they often have trouble finding the right employee. And the  
20 reason why is because they don't have that insight and  
21 experience in IT, and it becomes a very difficult process to  
22 find that right fit; and you end up with a lot of headaches that  
23 go along with that.

24 Additionally, reduced management of personnel. Without  
25 that IT staff you don't have to manage those employees and take



1 up your hours on that.

2 We offer resources and availability. We have a network of  
3 qualified IT professionals that we can tap into as needed, we're  
4 available days, nights and weekends, no vacation required.

5 Ability to scale with your needs. If you need less service  
6 or more service we're just simply here to help you.

7 We offer a proactive approach to IT. We utilize tools to  
8 monitor the health and performance of the servers, workstations,  
9 network. And we often can remedy issues before they affect  
10 business continuity. We -- those tools also give us insight to  
11 security issues that you otherwise might not know about: If  
12 there is a compromise on the network, someone is trying to get  
13 in, all sorts of different scenarios.

14 We follow best practices and standardizations. Since we  
15 work with many organizations we see a wide range of issues and  
16 we're able to direct you in the right way and show you what  
17 works best in the real world environment without guessing.

18 The CRA history. Constant Computing has provided IT  
19 solutions to the CRA since June 2014.

20 IT support prior to Constant Computing. When we first came  
21 on we sat down with the CRA and we talked about their pain  
22 points. One of the biggest ones was they had complaints of long  
23 wait times for service requests. Items frequently could go days  
24 or weeks without resolution. They had limited access to the IT  
25 staff. When they did have a request it could take quite a while

1 to get the person out there on site.

2 As we actually started working on the servers and helping  
3 them with their issues, we found that there was no maintenance  
4 of the servers. The servers had not been rebooted in over a  
5 year. There was no patch management of the systems, which  
6 increases your security risks substantially.

7 There was also a complaint of ineffective visits and  
8 troubleshooting. A tech could come on site and, you know,  
9 wheels would be spinning for some time and they just weren't  
10 able to give the resolutions that the CRA needed in a timely  
11 fashion. There was also a lack of proactive maintenance and  
12 planning.

13 This slide right here is going to be foreign to a lot of  
14 you. This is basically a network diagram. This one is very  
15 simple. This is as the network was on May of 2013. That we  
16 simply have an internet connection with some WiFi hot spots; a  
17 unified threat management device, also known as like a firewall.  
18 And behind that firewall we had some workstations, a couple  
19 printers, and a server that had two virtual servers on it.

20 On the next slide we show where we're at today. Obviously,  
21 just at a quick glance there's been many changes. The CRA over  
22 the last couple years has grown to over triple the size in terms  
23 of IT footprint.

24 So what we have over on the left-hand side is the main  
25 office. We have a security appliance protecting that office.

1 We've upgraded to a newer one that offers more services. And we  
2 have the same workstations. We've actually added some  
3 workstations and additional network printers. We have a main  
4 server. That main server that was running two virtual servers  
5 now has a third server for the access control system. And also  
6 we run a virtual workstation on there. The purpose of that  
7 virtual workstation is so that vendors that work with the CRA  
8 can come in and work remotely and access the limited resources  
9 that they need to do their job with the CRA.

10 Up top we have Clean and Safe. Clean and Safe is our --  
11 the smallest of the three networks. There is a server that runs  
12 two virtual servers: One for the access control system, another  
13 one controls the network. They are protected behind the network  
14 security appliance. And they have a couple workstations, a  
15 couple laptops, WiFi, printers.

16 The most complex system that we have in place and the  
17 biggest footprint is at the new Event Center. At the top here  
18 we have our server that is running, again, another virtual  
19 server that controls the network; as well as a second server  
20 that is in charge of the booking software, for managing the  
21 bookings of events at the Event Center.

22 The two other items there are virtual workstations. Those  
23 provide remote access to employees of the CRA that need access  
24 to that booking software but are not on site to use it; so they  
25 can be at their desk at the main office and they can remote in

1 and access and see what bookings are there and how that's all  
2 being managed. Again, this is behind a secure firewall with  
3 security services.

4 We do have a DVR surveillance system that's in place that  
5 records the area; and that is linked back to the City's IT, so  
6 that they can go ahead and view that.

7 We have only two workstations there. One is for the  
8 reception, the other is for the event coordinator.

9 There is a whole audio video system that supplies all the  
10 audio and video that's needed for the different event rooms.

11 And then we have an enterprise class WiFi system in place.  
12 This WiFi system comprises of 40 access points laid out across  
13 the area, both inside the building and out. There are two  
14 networks on that wireless. And all those access points are tied  
15 together through a wired system. And the two networks are --  
16 one is for public access so that people in the space can go  
17 ahead and utilize internet and, you know, get their e-mail and  
18 stuff like that; as well as residents that are in the area of  
19 the Event Center, they can jump on that WiFi. And then we have  
20 a separate private network for the day-to-day CRA operations.

21 What we have improved upon. So in the last couple years  
22 one big focus has been IT support and customer service. We have  
23 quick responses and resolutions; many issues are resolved with a  
24 phone call. We offer remote support to troubleshoot issues and  
25 work with end users.

1 For example, if someone is having an issue, they use  
2 Outlook to read all their e-mails, and they come into work and  
3 it just won't launch, they can't get to their e-mails. What  
4 they would do is they would call Constant Computing and we would  
5 see what the issue was. If we can simply talk about it and  
6 resolve it that way, we do that. If not, we can remotely  
7 connect to their computer, view exactly what they're viewing,  
8 and work with them on a quick resolution and get them back to  
9 business.

10 Let's see. We also have fast response time for urgent  
11 matters, improved accessibility, days, nights and weekends,  
12 without any -- we've extended no additional charge for those  
13 after hours requests. We're there and have been able to meet  
14 any demands that the CRA has had for any of the late nights or  
15 even over the weekend.

16 We have vastly improved on a proactive approach. We  
17 monitor the network for health, performance and events. This  
18 comes down to the servers, workstations, network security,  
19 everything. We can sometimes, you know, see problems that are  
20 going to occur and resolve them before they affect business  
21 continuity. So we have regular maintenance and patch management  
22 of the operating systems and common applications so they're  
23 always up-to-date on a monthly basis. That is one of the  
24 biggest processes for keeping a network secure. We've also, as  
25 I've said, we've improved security.

1 Network expansion. As we talked about the -- the network  
2 has grown greatly with the introduction of the two new offices.  
3 The network has gotten needingly more complex. So we've gone  
4 ahead and implemented a mesh VPN network. So a VPN is a virtual  
5 private network. What that means is that the three locations  
6 can connect to each other independently. Each site connects to  
7 the other two sites; and the servers can communicate on things  
8 such as user logins, policy, security, things like that.

9 And, let's see, we have domain controllers at each site.  
10 If at any time they're severed from the other site, users can  
11 still log in, access their local resources, such as their  
12 documents, any e-mail that they already had.

13 We have improved mobile access to network resources. Over  
14 the last couple years the CRA has benefited from using more  
15 mobile devices; they use these for e-mail, documents, even tied  
16 in with the Ambassadors doing check lists. And we have also  
17 provided or helped the CRA access their own computers remotely  
18 if needed; so that even when they're off site they can go ahead  
19 and basically dial into work and see everything that they see on  
20 their computer at work.

21 In terms of planning, we worked with the CRA to come up  
22 with ideal solutions for their needs. We suggest improvements  
23 that build efficiency. We develop plans to protect the CRA's  
24 resources and business continuity.

25 Where we'd like to go. First and foremost we want to

1 improve the backup system. We want to implement and improve  
2 disaster recovery solution. Constant Computing recommends a  
3 hybrid cloud backup. All that means is that we back up locally  
4 to a network appliance so that we can quickly restore in case we  
5 need it. But then we also replicate that backup up into the  
6 cloud where it's safe from disasters that can occur. So a  
7 disaster could be a hurricane, it could be fire, flood. Flood  
8 could even be as simple as a sprinkler head breaking and  
9 flooding the server. So things like that do happen. It's not  
10 thought of a lot but we need to protect against that and make  
11 sure that we can get you up in hours or days rather than days or  
12 weeks.

13 COMMISSIONER PARDO: So there's no -- I'm sorry. Madam  
14 Chair.

15 VICE-CHAIR MILLER-ANDERSON: Mhmm.

16 COMMISSIONER PARDO: So there's no backup server right now?

17 MR. DePASTINO: There is a backup solution. But there's  
18 room for improvement.

19 COMMISSIONER PARDO: So there is a backup server?

20 MR. DePASTINO: There's not a dedicated backup server but  
21 we utilize backup services. We do a, what's called a file based  
22 backup, which will back up, which will back up --

23 COMMISSIONER PARDO: Is that done daily?

24 MR. DePASTINO: Yes, yes, that's done on the workstations  
25 and servers; and it backs up the documents and stuff like that

1 to the cloud. And then also I run a separate local backup. But  
2 what I'm talking about is improving the backup to where we can  
3 take full images of the server and the workstations; and if  
4 anything happens we can basically just redeploy that backup and  
5 get everything back up and running exactly as it was.

6 COMMISSIONER PARDO: I understand that. I just want to  
7 know where we are right now.

8 MR. DePASTINO: Yeah, we do have basic protection --

9 COMMISSIONER PARDO: So right now there's one server.

10 MR. DePASTINO: -- and we are secure, but we have room for  
11 improvement and --

12 COMMISSIONER PARDO: And the server is where? At the CRA?  
13 Is it off site?

14 MR. DePASTINO: The main server is at the CRA and then  
15 there are separate servers at both the Event Center and the  
16 Clean and Safe office.

17 COMMISSIONER PARDO: So we don't have anything off -- well,  
18 off site meaning outside the city?

19 MR. DePASTINO: Only in terms of the file based backup.  
20 The file based backup goes through a company called Crash Plan,  
21 which goes ahead and protects those files.

22 COMMISSIONER PARDO: Okay. Thank you.

23 MR. DePASTINO: So when we talk about disaster recovery the  
24 main goal is, you know, to -- how quickly can we get back up and  
25 running and have full services restored. So depending on the



1 disaster recovery solution we implement, we may be able to  
2 enable features such as replication or constant restore of the  
3 servers to the Event Center. Meaning we can go ahead and take a  
4 whole image of those servers and then transfer them over to the  
5 Event Center where they're ready to run in case the others go  
6 down. And that would be a dramatic improvement and give you the  
7 best possible security there. This would allow a switch over in  
8 case of an event. We, we talk about the Event Center when it  
9 comes to storing backups because it is the most secure building  
10 and it has enterprise level fiber connection.

11 So at the main office and at the Clean and Safe office they  
12 use traditional cable modem. And the problem with that in an  
13 organization like this is that they have a certain SLA or  
14 service level agreement. So if an internet connection goes down  
15 in one of those offices the company such as Comcast has to start  
16 working on it within four to eight hours.

17 At the Event Center we have an enterprise level system  
18 where they are responsible for starting the minute it goes down;  
19 and they should actually be contacting you if there's an issue.  
20 There's a big difference there and that's why we would like to  
21 get, you know, backups being replicated over to there.

22 So as I said, the hybrid cloud backup offers the best  
23 business continuity results.

24 Also in addition to the improved disaster recovery solution  
25 we would like to relocate some server services over to the Event

1 Center. The main concern right now is the Exchange server,  
2 Exchange hosts all the e-mail for the CRA, and we would like to  
3 have that where we have the best internet connection and the  
4 best security and all that stuff.

5 Additional items that we'd like to improve upon or projects  
6 down the road are upgrade server operating systems. Most of the  
7 network is fairly current. The Clean and Safe office and the  
8 Event Center I believe have all up-to-date operating systems.  
9 The original office, the main CRA office, is the one that needs  
10 the upgrades. Currently they are running older versions of  
11 Windows Server, which are Server 2008 R2 and the first version  
12 of 2012. We'd like to upgrade those to a more recent copy of  
13 either Windows Server 2012 R2 or even Server 2016. As we get to  
14 that point we can discuss which. Just because we don't always  
15 like to jump into the brand new stuff right away. We like to  
16 make sure that it's stable and it's not going to run into  
17 problems; and that all your vendors such as the accounting  
18 software and things like that go ahead and support that  
19 operating system.

20 The other item that we have for things we'd like to do is  
21 workstation upgrades. Without getting new computers we can go  
22 ahead and upgrade certain workstations to become much, much  
23 faster. Where we really see people benefiting from that is when  
24 an end user has a nice fast system they have focus. You know,  
25 like if your computer takes two minutes to boot up you're going

1 getting coffee, you're checking your phone, you're doing other  
2 things, you know. If the computer is very fast, people, they're  
3 not waiting on their computers, their computers are waiting on  
4 them, and they can do the most effective job.

5 So that's actually the end of my presentation. I again  
6 thank you for having me here. I'm -- if you have any questions  
7 for me, I'd be happy to answer.

8 VICE-CHAIR MILLER-ANDERSON: Any questions from the Board?

9 COMMISSIONER DAVIS JOHNSON: Yes, Madam Chair.

10 VICE-CHAIR MILLER-ANDERSON: Go ahead.

11 COMMISSIONER DAVIS JOHNSON: What's the current age of the  
12 computers that we have in operation at the CRA?

13 MR. DePASTINO: It does vary. We go ahead and replace  
14 workstations as needed. I would say the oldest one is probably  
15 like five, six years. Actually we have maybe one lingering  
16 that's used just for temporary personnel from time to time,  
17 that's outdated and needs to be replaced. Other than that we  
18 have everything fairly up-to-date.

19 So the server is probably about four to five years old, I  
20 would say, at the main CRA office. That would be the first to  
21 be replaced. I would replace that. Typically we recommend  
22 replacing servers every three to five years, but you can go  
23 longer. You know, in terms of replacing that hardware we'd  
24 probably be looking at that a year or two down the road.

25 VICE-CHAIR MILLER-ANDERSON: Any other questions?

1 Thank you.

2 MR. DePASTINO: Thank you.

3 VICE-CHAIR MILLER-ANDERSON: Okay. Item number 6.

4 (Resolution read by Mr. Haygood.)

5 COMMISSIONER PARDO: So moved.

6 VICE-CHAIR MILLER-ANDERSON: Do we have a second? Do we  
7 have a second?

8 COMMISSIONER DAVIS JOHNSON: I could second for discussion.

9 VICE-CHAIR MILLER-ANDERSON: Okay.

10 INTERIM EXECUTIVE DIRECTOR EVANS: Okay. At the CRA  
11 meeting on December 14th the Board discussed a potential  
12 contract amendment to the sale of the property to the Inner City  
13 Youth Golfers, Incorporated. And they're proposing to close on  
14 the property while they continue to raise funds to build their  
15 youth golf training center and museum. And they have expressed  
16 to us that their fund raising activities have been limited by  
17 the fact that they have not been able to close on the property.  
18 The project has received site plan approval by the City Council.  
19 And tonight, in addition to their proposal to close on the  
20 property we've prepared a deed restriction that would mean that  
21 the property can only be used for the construction of the  
22 proposed youth golf center and that construction must be  
23 completed in five years or the property ownership would revert  
24 back to the CRA.

25 The Board discussed the item briefly at our last meeting,

1 and requested that it be brought back at this meeting with the  
2 applicant invited to address the Board. The executive director  
3 of ICYG was in attendance tonight. She unfortunately had to  
4 leave right before this extended meeting started, for her job.  
5 But she did -- she has provided a letter. And I believe some of  
6 their team members are here, if you want to hear from them. Or  
7 we can also read her letter into the record, just requesting  
8 that they get the property sale, and outlining all of the  
9 various good things that their nonprofit does for the community.

10 MR. HAYGOOD: Before you do that, we also added a  
11 restriction that the property be used for not-for-profit  
12 purposes in perpetuity; which typically you'll see when  
13 properties, public properties are given to not-for-profits. So  
14 the other thing is that you have the -- this is technical but  
15 you have the right of reentry. In other words, if the property  
16 is not built, the museum is not built within five years, the CRA  
17 would have the right to go back in and take the property; but it  
18 won't automatically happen.

19 COMMISSIONER DAVIS JOHNSON: So I have a question.

20 VICE-CHAIR MILLER-ANDERSON: Go ahead.

21 COMMISSIONER DAVIS JOHNSON: So to date they've paid \$5,154  
22 towards the purchase price. That's the twelve thousand --

23 MR. HAYGOOD: Correct.

24 COMMISSIONER DAVIS JOHNSON: So what's been the -- what is  
25 the issue for them not being able to purchase the property

1 outright? Because we've been doing monthly payments? Or  
2 quarterly payments? How have they been paying them?

3 MR. HAYGOOD: I'm not sure.

4 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. So they have been  
5 making annual payments. And they actually have provided a check  
6 for the balance of the amount.

7 But one of the requirements of the agreement is that they  
8 show that they have adequate funding to start construction. And  
9 they are still in the fund raising process. So they're  
10 requesting to modify the agreement so that they can close on the  
11 property and then continue fund raising.

12 And our response to that was that we would put a deed  
13 restriction on it so that it could only be developed for their  
14 proposed use, and that they would start construction within five  
15 years or else that we could enter back in and take control of  
16 the property.

17 COMMISSIONER DAVIS JOHNSON: But why five years?

18 INTERIM EXECUTIVE DIRECTOR EVANS: We felt like -- and we  
19 discussed and they're okay with that. And we felt like that was  
20 enough time for them to raise the funds if they were going to  
21 successfully develop the project.

22 COMMISSIONER DAVIS JOHNSON: Do we know the value of the  
23 project?

24 INTERIM EXECUTIVE DIRECTOR EVANS: The value of the  
25 project? I think the construction is somewhere between 450 and

1 650 thousand. So I believe they're in the process of raising  
2 funds. I don't have an up-to-date status.

3 VICE-CHAIR MILLER-ANDERSON: Do you want to hear from the  
4 representative?

5 COMMISSIONER HUBBARD: I'd like to ask something, Madam  
6 Chair.

7 VICE-CHAIR MILLER-ANDERSON: Go ahead.

8 COMMISSIONER HUBBARD: If the problem is that they can't  
9 raise funds because they don't have, they haven't closed on the  
10 property, why then would it take them after they close five  
11 years to raise the funds? That's just not -- so, see, that  
12 doesn't make sense as a reason. Now if they have another reason  
13 I'd really like to hear that. But that one just doesn't make  
14 sense.

15 VICE-CHAIR MILLER-ANDERSON: Okay.

16 COMMISSIONER DAVIS JOHNSON: Madam Chair.

17 VICE-CHAIR MILLER-ANDERSON: Yes.

18 COMMISSIONER DAVIS JOHNSON: And in light of the fact that  
19 they were unable to stay, perhaps we need to just go ahead and  
20 put this off so that they will have an opportunity to come and  
21 share those things. Because I believe we asked for the  
22 executive director of the program to come before us, and that  
23 was clear for us and so -- I see a gentleman approaching the --

24 MR. HARTNETT: Yeah. Hi. I'm Toby Hartnett, at Hartnett  
25 Building Group. I'm part of the team. I might be able to help

1 with some of the questions you guys have.

2 VICE-CHAIR MILLER-ANDERSON: Are you a part of the  
3 executive director's staff, group?

4 MR. HARTNETT: I am not. No, ma'am.

5 VICE-CHAIR MILLER-ANDERSON: Okay. Yeah, that's who we  
6 probably want to hear from, that was the request.

7 COMMISSIONER DAVIS JOHNSON: Because it just seems to me,  
8 five years, you know, I agree, you know, five years from the  
9 date of taking ownership of this property, it shouldn't take us  
10 five years to raise the monies, you know, if you're citing the  
11 ownership as being the only issue that has precluded you from  
12 raising the dollars.

13 INTERIM EXECUTIVE DIRECTOR EVANS: And they might be  
14 available -- or agreeable to a smaller amount of time.

15 COMMISSIONER PARDO: Yeah, but they're not here.

16 COMMISSIONER DAVIS JOHNSON: Right. So, Madam Chair, may I  
17 propose a substitute motion or --

18 VICE-CHAIR MILLER-ANDERSON: Yes.

19 COMMISSIONER DAVIS JOHNSON: Okay. I would like to move  
20 that we --

21 VICE-CHAIR MILLER-ANDERSON: Hold on.

22 COMMISSIONER DAVIS JOHNSON: I'm sorry.

23 VICE-CHAIR MILLER-ANDERSON: Who was the maker?

24 COMMISSIONER DAVIS JOHNSON: Ms. Pardo.

25 COMMISSIONER PARDO: I was. Yeah, that's fine.



1 VICE-CHAIR MILLER-ANDERSON: She's okay.

2 COMMISSIONER DAVIS JOHNSON: Okay.

3 MR. HAYGOOD: Well, you moved to table. You don't need to  
4 approve. It's a separate motion. If you're moving to table,  
5 you don't need --

6 VICE-CHAIR MILLER-ANDERSON: Is that what you wanted?

7 MR. HAYGOOD: It's not a substitute motion.

8 COMMISSIONER DAVIS JOHNSON: I'm moving to postpone.

9 MR. HAYGOOD: Postpone.

10 COMMISSIONER DAVIS JOHNSON: Yes.

11 MR. HAYGOOD: To a date certain?

12 COMMISSIONER DAVIS JOHNSON: Next CRA meeting.

13 COMMISSIONER PARDO: Second.

14 (Vote taken.)

15 THE CLERK: Motion carries.

16 (Motion passes unanimously.)

17 MS. BROWN: I had a card.

18 COMMISSIONER DAVIS JOHNSON: There's some folks in the  
19 audience --

20 VICE-CHAIR MILLER-ANDERSON: I'm sorry. I am so sorry.  
21 You did have some cards in there.

22 I feel asleep here on myself being the chair. I was  
23 looking for Mr. Davis.

24 COMMISSIONER DAVIS JOHNSON: Feel asleep at the wheel.

25 VICE-CHAIR MILLER-ANDERSON: I'm sorry.

1 Come on up, Ms. Mary Brabham.

2 We have a few cards actually. I am sorry.

3 MR. HAYGOOD: I mean if she wants public comment...

4 VICE-CHAIR MILLER-ANDERSON: Come on up.

5 After Ms. Brabham we have Ms. Bessie Brown.

6 MS. BRABHAM: That was a wise move there. This is  
7 ludicrous. This is totally ludicrous here. You, from 2014 --  
8 and this is the second amendment. If he really wants to do  
9 this, he would do this. This what we call pimping the city.  
10 This is pimping the city; in how you can gain, in how you can  
11 put off, how you wash each other's hands, keep it out there.  
12 See, I'm straightforward.

13 Because when you sit here and read this -- and this also  
14 says various properties for \$12,000. You already gave him more  
15 than, more than what he's asking for us to keep the land this  
16 year.

17 Malachi knows I have nothing against him. But, you know,  
18 when you on all of these boards, and you chairs the CDC board,  
19 and you on this board, and you sit at this board, you got all of  
20 those entities that should be pulling together with you to make  
21 this happen here.

22 What is the problem? That's for you all to figure out.  
23 Because we know what the problem is. Because, just like I said,  
24 not just -- when I use that word pimping -- and I don't throw it  
25 out there lightly. But when these things happens like this, you

1 know, you're giving him all of this land and then you're  
2 allowing him to call the own shots and set the own parameters.  
3 Come on, leaders, that's why we're constantly saying that this  
4 city needs to purge. And if it's not in staff it's everybody  
5 else. And I'm not saying that all of the staff is bad, but we  
6 got to get it together and we have to stop this here. This is  
7 exactly leading back to the city manager of this city, or  
8 whoever that may be, we need to stop this.

9 That was my same question back there. He's already paid  
10 the \$5,154 and then a balance. And then in here, for two years  
11 he'll pay the 2,500 some odd to maintain it. What are you  
12 saying here? What are you doing here? What are you doing here?  
13 What are you doing here? You're backpedaling. I always like to  
14 use these terms to coming through the back door as well. So  
15 come on, leaders, we got to get it together here, we have to get  
16 it together here. Do not give him no quit claim deed unless he  
17 pays for it.

18 That's just like we own our house or anything else, you  
19 think that I could go and say I want a \$10,000 car off the lot  
20 there and I don't make a -- and I don't give them something, and  
21 finish paying for that car when it's due. Come on. It's  
22 ludicrous. And I have nothing against him.

23 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Brabham.

24 Next we have Ms. Bessie Brown; and after Ms. Bessie Brown,  
25 Ms. Bonnie Larson.

1 MS. BROWN: Bessie Brown.

2 I'm so happy that you all voted to postpone this.

3 And the only other thing is that we need to learn how to  
4 stop amending and amending and amending contracts, or whatever  
5 we have with people, because, you know, it gets to the point  
6 that it makes us look like we're stupid because we didn't do it  
7 right the first time. We need to learn how to be better than  
8 that. I'm serious. Because everything -- a bunch of stuff on  
9 here, amend this and amend that. We don't know what we're doing  
10 when we first make -- you know, agree to these contracts, these  
11 things? This is just horrible.

12 I just wonder what -- I wanted to ask the question, how  
13 much do we pay our IT person. I would appreciate if somebody  
14 could answer that.

15 But I'm not against what's going on -- no, I'm not against  
16 anything that Mr. Knowles is trying here. But I'm not sure if  
17 it's Mr. Knowles or Mrs. Knowles, because you said she was here.  
18 And I really want it to be clarified. And if whatever she  
19 brought to read in the record, I think it should be read in the  
20 record. It is tonight. And that was the other thing that I  
21 wanted to know about what's going on. You know, we should  
22 handle our business like we need to handle our business.

23 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Brown.

24 We have Ms. Bonnie Larson.

25 MS. LARSON: Bonnie Larson.

1 Thank you for not speaking with someone other than the  
2 executive board. We do this time and time again. One time we  
3 had an architect here speaking for the owner. You can't speak  
4 to anyone other than the executive director of a company, of a  
5 property. These people who come here, they can't make  
6 agreements with you. So that was a good move to say, no, we  
7 want to speak with the executive director.

8 Now their two years -- \$12,000, that's not much money.  
9 Their two years was up in April of 2016. Whatever money they  
10 paid in, it was agreed that that would go towards the price.  
11 What kind of a deal is that? How good a deal is that? It's a  
12 wonderful deal.

13 We're tying our property up. We've already tied it up for  
14 two years. We pay the taxes on it. Now they want another five  
15 years or they would be okay with maybe a few less years. If  
16 they haven't come up with \$12,000 in two years, by the time of  
17 their two-year deadline, how the heck are they going to come up  
18 with 450 to 460 thousand dollars in construction? It's not  
19 gonna happen. So let's quit tying up our property. Make it  
20 available to someone else and cut it off.

21 You gave them two years. They can't come up with \$12,000,  
22 with the money they put in going towards that \$12,000.

23 So let's read the letter from whomever that letter was  
24 from. But this is ridiculous to tie our property up for all  
25 this time. They can't come up with \$12,000. Thank you.

1 VICE-CHAIR MILLER-ANDERSON: Thank you.

2 Scott, I'll have you go ahead and read the letter into the  
3 record as a public comment I suppose.

4 INTERIM EXECUTIVE DIRECTOR EVANS: Good evening. My name  
5 is Esmeralda Knowles, 1032 Center Stone Lane, Riviera Beach. I  
6 am the executive director of Inner City Youth Golfers,  
7 Incorporated, based in this great city.

8 As you may know, my husband Malachi Knowles, raised in  
9 Riviera Beach, started his golf involvement as the shag boy at  
10 age 10, more than 65 years ago, at the Everglades Country Club,  
11 Palm Beach, Florida.

12 Ultimately most of his Morgan State College undergraduate  
13 schooling was on a golf scholarship. Life lessons received from  
14 golf for many of his early years remains a fabric of his being.

15 His passion continued after retirement when he returned  
16 back home. He founded ICYG in 2000 at JFK Middle School.  
17 Indeed we believe the golf program was the first established as  
18 an after school program in the county.

19 I was not a golfer like him but quickly began to see why he  
20 wanted to get the kids in his old neighborhood as hooked on the  
21 game of golf as he already was. The life's lessons such as  
22 respect, honesty, integrity, punctuality, dress, sportsmanship,  
23 language, and courtesy, could be instilled in them. Golf is the  
24 only sport where players call a penalty on his or herself.

25 Our signature initiative is say no to drugs; say yes to

1 education, culture and golf. Our concept is rather simple. If  
2 we get a child hooked on golf, education and culture is  
3 incorporated into the golf learning process. We have touched  
4 hundreds of kids and their parents lives over the last 16 years.

5 For all those years to educate and expose our youth to the  
6 game of golf we have had to use many conference rooms, Boys and  
7 Girls clubs, churches, Urban League, school classrooms, golf  
8 courses and homes. Picking up and packing our teaching tools  
9 and golf equipment each time has not been fun.

10 Finally this opportunity to buy the property under  
11 consideration for fair market value from you became possible  
12 right across the street from the Boys and Girls Club, the  
13 Maritime Academy, and near our new marina area.

14 In addition to the learning center we plan to house the  
15 African-American Golfers Hall of Fame, of which my husband  
16 founded. It will be the state-of-the-art one-of-a-kind in the  
17 U.S.A. and be a destination for years to come. The history of  
18 our contribution to the game of golf will be shared for all to  
19 see right here in Riviera Beach, Florida.

20 Typically the funding raised by ICYG has been programmatic  
21 purposes. As we approach some lending institutions, the first  
22 question asked is who owns the land; do you have clear title to  
23 the land. They continue to be courteous with us with no  
24 results.

25 We come before you asking that we be given title to the

1 land for five years so as to accomplish our mission with your  
2 help. This is our giving back to the community. Thanks.

3 If desired I would like to ask Mr. Toby Hartnett, president  
4 Hartnett Building Group, who is one of our team members, to say  
5 a few words; and I also have with me Mr. Claudio Silvaggi, ICYG  
6 financial advisor.

7 VICE-CHAIR MILLER-ANDERSON: Thank you. So we'll be  
8 postponing this and then all of you that would like to speak on  
9 that item can put in a card at that time to speak. Okay?

10 Item number 7.

11 (Resolution read by Mr. Haygood.)

12 COMMISSIONER DAVIS JOHNSON: So moved.

13 VICE-CHAIR MILLER-ANDERSON: Do we have a second?

14 COMMISSIONER PARDO: Second.

15 VICE-CHAIR MILLER-ANDERSON: Alright.

16 INTERIM EXECUTIVE DIRECTOR EVANS: The 2017 Residential  
17 Grant Program will be available to all homes in the CRA and the  
18 project will provide up to \$20,000 in grant funding for property  
19 owners to make eligible improvements to their property. These  
20 include fence replacement, painting, landscaping, weatherization  
21 of their houses, roof repair/replacement, driveway repair and  
22 other minor facade improvements and exterior repairs to their  
23 property.

24 In accordance with the approved budget this grant program  
25 would be authorized for up to 300,000 in grant funds and is



1 designed to assist homeowners and incrementally improve  
2 neighborhood property values.

3 The CRA proposes to combine this grant opportunity with an  
4 extensive outreach to local contractors and subcontractors to  
5 perform the work. We are combining our outreach with the City's  
6 Small Business Outreach Program. And we're proposing to hold  
7 two public meetings in February for the combined purpose of  
8 reaching out to local contractors to get them registered at the  
9 Purchasing Department and for our Commercial and Residential  
10 Grant Program.

11 We've actually just settled on two meeting dates. One  
12 would be February 15th during the day, and the second meeting  
13 would be February 23rd in the evening, with a third date to be  
14 determined. And at this meeting that we would invite the  
15 contractors, the people involved in getting the grants, to come  
16 and get more information, get signed up, and also at that time  
17 get more involved with the City's small business program that  
18 they're launching.

19 The CRA will also schedule a comprehensive outreach to our  
20 home and property owners so that they can be notified of the  
21 grant opportunity. And then we'll schedule a meeting on a  
22 Saturday, as well as some week nights, to help them fill out  
23 their applications and apply for the process.

24 The program would be administered by our Neighborhood  
25 Services, and it's building upon the first rounds of this grant.

1 This program was run in -- starting in 2015, and we helped nine  
2 property owners. So for this round we'd like to expand it,  
3 we're hoping to help between 20 and 25 home owners.

4 The guidelines for 2017 are proposed to be revised with  
5 minor updates. We would require multifamily properties to  
6 provide matching dollars for the programming, a one-to-two  
7 match. And the benefit to home owners would that -- rather, and  
8 benefit the home owners who have no liens, or complaints, or  
9 code violations. This program would benefit both local property  
10 owners and making rental improvements to our neighborhoods,  
11 improve local property values, and provide opportunities for  
12 local contractors.

13 COMMISSIONER PARDO: Madam Chair.

14 VICE-CHAIR MILLER-ANDERSON: Yes.

15 We have two public comment cards.

16 COMMISSIONER PARDO: Okay. So, Scott, who's going to run  
17 the program?

18 INTERIM EXECUTIVE DIRECTOR EVANS: So the CRA will run the  
19 program and Annetta Jenkins will be over the implementation. We  
20 also have assistance from Paul Skyers; he actually helped us  
21 write the regulations and adopt them in 2015.

22 COMMISSIONER PARDO: Okay. So how much are we going to be  
23 paying him?

24 INTERIM EXECUTIVE DIRECTOR EVANS: He's under a continuing  
25 services contract for under 25,000. So his assistance on this

1 program would be probably less than 10.

2 COMMISSIONER PARDO: Okay. Just on the residential? Or  
3 the residential and the commercial?

4 INTERIM EXECUTIVE DIRECTOR EVANS: He's helping us with  
5 both programs and has a heavier involvement in the commercial  
6 program.

7 COMMISSIONER PARDO: Okay. But he's under one contract?

8 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, for both.

9 COMMISSIONER PARDO: Thank you.

10 VICE-CHAIR MILLER-ANDERSON: We'll go to public comments  
11 and then come back with us. Or do you want to go first?

12 Ms. Bessie Brown, and then Ms. Bonnie Larson.

13 MS. BROWN: Good evening. Bessie Brown.

14 Is this a new program, a new grant we applied for or  
15 something?

16 COMMISSIONER PARDO: What's old is new again.

17 VICE-CHAIR MILLER-ANDERSON: We'll come back.

18 MS. BROWN: Are you going to talk about it more?

19 VICE-CHAIR MILLER-ANDERSON: I'll have him answer, yeah.

20 INTERIM EXECUTIVE DIRECTOR EVANS: I'll answer.

21 MS. BROWN: Well, I'd like to have that answered because I  
22 don't have a clue as to what you're doing. You're saying people  
23 are going to get \$20,000. I'm trying to find out do you already  
24 have the money? Are you applying for grants? And is this for  
25 just homes, or new homes, or people that already have problems

1 with their homes. And is this, and is this for people only in  
2 the CRA? That's my question.

3 And you're also asking for a neighborhood incentives  
4 procedures manual for the 2017 incentive program. How, how  
5 could -- do you have an old incentive manual? I'd like to know  
6 if I can get a copy of the old one and what the new incentive  
7 changes will be for 2017. So that's what I have to ask.

8 VICE-CHAIR MILLER-ANDERSON: Okay. Thank you, Ms. Brown.  
9 Ms. Larson.

10 MS. LARSON: I haven't read the whole backup yet, but I did  
11 have a few questions. And that was: You're going to give up to  
12 \$20,000 to people to improve the exterior of the homes, or  
13 fencing, they're this, they're that. Those are things that we  
14 as home owners are supposed to do ourselves, isn't it? Fencing  
15 is not mandatory. You know, we paid for our own.

16 So what are the requirements? Can just anybody apply for  
17 this \$20,000 to do their home, to re-do things? Because, you  
18 know, maybe we have some things we're going to do ourselves, and  
19 if the CRA is going to be giving out \$20,000, we might be  
20 interested in that.

21 On page 3 of the manual it says -- I have a question  
22 here -- halfway down there's an underlined section. Underline  
23 normally means that's a change from a previous thing. And here  
24 it says, except for policy statements reserved to the executive  
25 director. Proper English. Except for policy statements

1 reserved to the executive director by the Board of  
2 Commissioners, the Board of Commissioners shall approve all  
3 policies. In other words, there are certain things the  
4 executive director can do without asking the Board. So my  
5 question is: What are those things? And why are there things  
6 that they can do without asking the Board?

7 The other thing is when we write a manual like this, Scott,  
8 you have on some of the pages here, it would be good at the  
9 bottom of each page -- much more professional -- to write the  
10 name of the manual, the name of the manual, the date, page 3 of  
11 30 pages, something like that. And then if there are any  
12 amendments to it there should be a spot for amendments; it would  
13 either say none or the amendments, it would be dated. So every  
14 page needs to be noticed what that document is.

15 Thank you.

16 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Larson.

17 Board? Do you want him to answer some -- I think it would  
18 be beneficial for the public to hear the answers to some of  
19 those questions, and then we can come back if you all have any  
20 questions.

21 COMMISSIONER PARDO: Yeah, I still have some.

22 INTERIM EXECUTIVE DIRECTOR EVANS: This is the continuation  
23 of an existing program. So we did run this program in 2015.  
24 And we're making very minor changes to the regulations. It's  
25 funded through the CRA's TIF funds. And the funding is

1 available in the approved budget. And it's available to all  
2 home owners who are in the CRA, they can make application.

3 The changes over last year primarily are that we are adding  
4 some restrictions to if a multifamily property owner applies for  
5 the grant they have to provide some matching dollars. And then  
6 they're also -- we have -- they also are penalized if they -- or  
7 rather they get a bonus if there's no -- a benefit to the home  
8 owners, if they don't have any tenant complaints, if they have  
9 the correct code violations, these are all things that we check  
10 on the multifamily home owners to see if they would even qualify  
11 to get the money. So those are the main changes, is that we  
12 wanted multifamily home owners -- those -- some of those  
13 properties are the ones that need the most work and that would  
14 help the neighborhood. But we wanted to make sure that the  
15 owner if -- for a single family home owner it's a pure grant  
16 program. And for the multifamily home they would have to  
17 contribute some money to the program.

18 COMMISSIONER PARDO: Madam Chair.

19 VICE-CHAIR MILLER-ANDERSON: Yes.

20 COMMISSIONER PARDO: So, Scott, that's where I have a  
21 problem. On page 38, when you talk about the maximum funding,  
22 property conditions: Priority will be given to homes with  
23 documented health, safety and/or code violations. And that's  
24 under the unit type four unit.

25 I have a problem with this. I don't -- we have so many

1 slumlords in this city. And they're taking the money and  
2 they're going back to wherever they live and they're not keeping  
3 these properties up. And I don't think we should be using these  
4 dollars to help out the slumlords. I have a problem with that.  
5 I have a serious problem with it.

6 I think if we're going to have this program it should be  
7 for the homesteaded residents. It shouldn't be for the  
8 slumlords. I feel very strongly about that.

9 COMMISSIONER HUBBARD: Madam Chair.

10 VICE-CHAIR MILLER-ANDERSON: Go ahead, Ms. Hubbard.

11 COMMISSIONER HUBBARD: If we're talking about absentee  
12 landlords that don't even live here, we definitely don't want to  
13 include them in the program at all, under any circumstances. We  
14 don't want landlords that aren't local to be able to take part  
15 in that, in that program. I mean we can't imagine that. I'm  
16 not sure, you know, if I want the multifamily, but I'm going to  
17 come back to that.

18 The -- if we are talking about voting on this type of stuff  
19 now, what's the purpose of this retreat in the first place?  
20 That we're talking about spending this kind of money.

21 Now the concern I have with the facade, with this grant  
22 program, is what we had last time. Well, the last program we  
23 had was commercial. We didn't do -- we did very little -- I  
24 could count on one hand the number of local people that  
25 benefited from the grant program that we, that we had before.

1           So I say that, okay, for the residents that need the home,  
2   that need the improvements to their home, I'm not too against  
3   those kinds of grant programs and that we do that. What I am  
4   against is that if we're going to change the definition of  
5   commercial to multifamily residential, then we have to make  
6   certain that those persons are not absentee landlords.

7           So I'd like to hear from Mr. Skyers about the program. Oh,  
8   and I also want to make a comment. The -- of course if we  
9   can't -- of course we want to pay our professionals for the  
10   services that, that they render, that they render. We can't  
11   expect them to work for us for free. So of course I don't have  
12   a problem with us paying Mr. Skyers for administrating this  
13   program or for doing this program. My concern is with the  
14   persons that are qualified for the program and will the dollars  
15   we spend meet fair services for the monitor of the program and  
16   would our residents be the ones benefitting from the program.  
17   Not absentee landlords.

18           VICE-CHAIR MILLER-ANDERSON: Any other questions?

19           COMMISSIONER PARDO: Yes, Madam Chair.

20           I have a problem with any landlord, any landlord. You  
21   know, regardless if the landlord lives in the city. Because we  
22   have a lot of landlords that live in the city, and they're not  
23   living in these properties but they have people, other people  
24   living in the properties and the properties are in total  
25   disrepair. And I'm sure there's health and safety issues with



1 them. So I don't think any of these people should profit from  
2 this program.

3 If it -- yeah, if it is for the homesteaded, I have no  
4 problem with it, let's help them. But, no, I am totally against  
5 the landlords. Because really then it turns into it's a  
6 commercial property.

7 COMMISSIONER DAVIS JOHNSON: Madam Chair.

8 VICE-CHAIR MILLER-ANDERSON: Yes.

9 COMMISSIONER DAVIS JOHNSON: We have the opportunity to go  
10 back and to revise the language and to revise the guidelines as  
11 to whom would be eligible for these dollars. So let's revisit  
12 that in light of the fact that my colleagues and I fully support  
13 that. I believe that it should be homesteaded properties only.  
14 It should not be absentee landowners. It shouldn't be owners  
15 with multiple properties. We're talking about those individuals  
16 who have been in their homes, who have paid and may have fallen  
17 on hard times and have some issues. So those are the families  
18 that we should be concerned about. So I would like to see us  
19 direct staff to go back and revise the requirements and how we  
20 plan to administer that program for the homesteaded properties  
21 only.

22 VICE-CHAIR MILLER-ANDERSON: I fully support that.

23 COMMISSIONER PARDO: I support that too.

24 VICE-CHAIR MILLER-ANDERSON: Yeah, look at some options on  
25 how we can make sure that the residents that need it are able to

1 benefit. And that would probably help out with some of our code  
2 issues as well on some of them maybe so...

3 COMMISSIONER DAVIS JOHNSON: Do I need to -- I know I was  
4 the initial maker of the motion, so do I need to strike the  
5 first motion?

6 MR. HAYGOOD: Table it or postpone it.

7 COMMISSIONER DAVIS JOHNSON: No, I don't want to do that.  
8 What I want to do is I want to kill that motion and put in a new  
9 motion to indicate that we want the staff -- I'm so sorry to use  
10 that term -- but we want to -- I don't want to approve it on  
11 face value. I want to go back and have some specifics written  
12 in. So I would like to restate the motion if I may.

13 COMMISSIONER HUBBARD: Before you restate the motion, can  
14 we hear from Mr. Skyers?

15 COMMISSIONER DAVIS JOHNSON: Absolutely. Absolutely.

16 MR. SKYERS: Paul Skyers, 2001 Broadway, Suite 210.

17 Addressing the issue of the slumlords. Collectively  
18 speaking you generate more tax revenue from multifamily units  
19 than from single family. So the thought was to encourage them  
20 to be good landlords through this program by combining the  
21 efforts of the Code Enforcement Department, along with possibly  
22 incentivising them to do the right thing for bringing a quality  
23 product to the neighborhood; which in turn then would improve  
24 the stock or the quality of the residents who live in the  
25 neighborhood, so that they're complimentary to the rest of the

1 housing stock that's in the neighborhood.

2 But I -- you know, by all means if the Board has no  
3 inclination towards improving the rental stock, understanding  
4 fully well that a lot of the residents who live here in Riviera  
5 Beach may not have, they may not have the resources just yet to  
6 own a home so rental units become a viable part of your  
7 environment.

8 The thing to do is to get the landlords to do right, to act  
9 right, to provide a quality product, a quality living  
10 environment for those tenants; and to ensure that the tenants  
11 are quality tenants who lift up the neighborhoods and not bring  
12 them down. I don't know if we can accomplish both objectives  
13 with goals through this program, but that was the thought behind  
14 addressing them.

15 COMMISSIONER DAVIS JOHNSON: Madam Chair.

16 VICE-CHAIR MILLER-ANDERSON: Yes. Ms. Davis Johnson.

17 COMMISSIONER DAVIS JOHNSON: I truly understand the idea  
18 behind this proposal for multifamily units. However, I believe  
19 that if you are going to purchase property in this city you  
20 should act right from the beginning and we shouldn't have to  
21 come back and incentivize you to do the right thing.

22 No one has to incentivize me to paint my house. I own it.  
23 Right? So no one has to incentivize me to cut my grass or to  
24 put up a fence. So I am not in favor at all of incentivising a  
25 landlord at this particular point, or an absentee owner.

1 I think that our focus needs to be on those residents who  
2 have been here, who have paid their taxes, who live in the city  
3 and are homesteaded. And that's just the bottom line for me  
4 with this.

5 MR. SKYERS: Of course. Understood.

6 VICE-CHAIR MILLER-ANDERSON: Anyone else?

7 COMMISSIONER PARDO: I feel the same way.

8 VICE-CHAIR MILLER-ANDERSON: Okay.

9 COMMISSIONER DAVIS JOHNSON: Restating my motion, I would  
10 like to direct staff to go back and to revise the eligibility  
11 criteria, removing multifamilies and absentee landlords from it  
12 and including the homesteaded property language.

13 COMMISSIONER PARDO: Second.

14 (Vote taken.)

15 THE CLERK: Motion carries.

16 (Motion passed with a unanimous vote.)

17 (Resolution read by Mr. Haygood.)

18 COMMISSIONER PARDO: So moved.

19 COMMISSIONER HUBBARD: Second.

20 INTERIM EXECUTIVE DIRECTOR EVANS: This program is funded  
21 for up to \$350,000 in our approved budget. And staff is  
22 proposing the 2017 incentive programs; that they're a part of  
23 our economic incentive manual. And this manual was improved in  
24 2012. And for this year we're proposing to proceed with two of  
25 the incentive programs that are listed in the manual: That's

1 the Property Improvement Incentive; and this program provides up  
2 to \$40,000 for facade improvements to commercial properties.  
3 The project requires a one-to-four match by the property owner.  
4 And they would be evaluated and ranked based on their submittals  
5 on the following criteria: Their eligibility; meaning do they  
6 have the proper licensing, have they paid their taxes. Their  
7 quality and impact of the proposed building and the property  
8 enhancement. And then we also award additional points for  
9 applicants that utilize Riviera Beach based contractors,  
10 projects that provide additional matching funds beyond the  
11 minimum, and businesses that employ Riviera Beach residents and  
12 pay salaries above the Palm Beach County living wage.

13 The CRA will utilize our planned contractor and business  
14 outreach efforts for February, to notify both business owners,  
15 residents and contractors of the opportunities.

16 These projects would be ranked and then they would be  
17 brought back to this Board for approval, and according to their  
18 rank and the amount of funding that you make available for the  
19 program.

20 The 2017 program will also include a small park, which is  
21 the beautification program. The beautification program just  
22 provides small grants of up to \$4,000; and these are just for  
23 visual exterior improvements like landscaping and painting and  
24 minor parking lot repairs, signage enhancements. And that's  
25 just to provide a smaller benefit to business owners. So they

1 can either choose the larger program or the smaller program.

2 And the program guidelines and procedures were originally  
3 updated in 2012, with assistance from Paul Skyers, our economic  
4 development consultant. He will assist us in the implementation  
5 of this year's round of grants. And he's also here to answer  
6 any additional questions you might have on the proposed program.

7 VICE-CHAIR MILLER-ANDERSON: Okay. We have two public  
8 comment cards: Ms. Bonnie Larson, and then Ms. Bessie Brown.

9 MS. LARSON: The commercial property, I understand they  
10 could get up to \$40,000 for facade improvement. We had several  
11 years ago, we did this same thing and it was administered by a  
12 company called BRIC, B-R-I-C. A lot of companies came in here  
13 and asked for -- well, we never even saw the companies who came  
14 in and asked. They filled out a form letter with the CRA to  
15 sign their name to it that they wanted money.

16 Two of the properties were owned by Viking. We gave them  
17 money out of the CRA. I'm a little dismayed about that. So  
18 anyone who got money back then, I would not like to see them  
19 apply again. We already gave them money once, whomever they  
20 are.

21 And a lot of those properties that we gave money to -- we  
22 gave them -- there's a building I have in mind, and we gave them  
23 money, part of it was for outdoor lighting, to light up the area  
24 so it would look better along Broadway. And it was great. It  
25 was really good. The whole property was lit up. Now, uh-uh,

1 those lights aren't on anymore.

2 We gave property -- we gave money to another company I see  
3 all the time. We gave them landscaping money. Their stuff has  
4 all died. So I hate to see us give money and then everything  
5 dies or we don't follow up with them and say, okay, now you owe  
6 us money. We really need to be careful how we give this money  
7 to them.

8 And the \$40,000 included exterior improvements. And then  
9 the 4,000 was expressly for exterior improvements. So I'm  
10 hoping they can't apply for the 40,000 and then for the 4,000  
11 also.

12 There was someone who applied for money for several  
13 properties. No. You get one property. If we give it to one  
14 commercial property -- if you own six properties, no, you only  
15 get it on one. If you're going to be an investor you not only  
16 have the cost of the building, the cost of the property, but you  
17 also have to provide for upkeep of that property. If you can't  
18 do it, you're not a real investor; and why do we have to give  
19 you money? That doesn't make sense to me.

20 I'm going to kind of combine here --

21 VICE-CHAIR MILLER-ANDERSON: We're having a little trouble  
22 with the clock. We probably ought to allow another minute left.

23 MS. LARSON: Oh, I have three minutes.

24 Okay. Someone else borrowed the book, so I don't have the  
25 book right now. So I'll combine maybe eight and nine together.

1 There was financial assistance but it was -- the mention was  
2 forgivable loans. I can see someone giving a loan, it may be a  
3 better price. But forgivable loans? And then another section  
4 it said zero percent interest. Deferred payments, forgivable  
5 loans, mortgage and promissory notes. And then it said it had  
6 to be for them to pay us back, if things didn't work out right,  
7 it had to be a voluntary sale. If somebody's going to get rid  
8 of a property of course they're going to say I'm forced to, I  
9 don't have any money, I need the money from the business that I  
10 have. So that word voluntary, you can make anything an  
11 involuntary sale. Okay. That's combining the two of them.

12 VICE-CHAIR MILLER-ANDERSON: Thirty more seconds.

13 MS. LARSON: Thank you for saying homesteaded properties  
14 only. I'm looking at a commercial building every single day,  
15 what a dump; and to think that that company might be given  
16 money, that really irks me. Because we're in neighborhoods and  
17 communities and we try and keep up our properties the best we  
18 can, and then we look at somebody who let's their company or  
19 their business or their property or their home or whatever,  
20 totally derelict. We have to live looking at that. And then  
21 they're going to get money from the City?

22 So we somehow have to figure out that they are downgrading  
23 us all the time; and then to add insult to injury, they get  
24 money from the City.

25 And one of the documents I read in here said that if



1 someone's home was in total disrepair the City would pay, the  
2 City would give them money for demolishing it and then helping  
3 them rebuild. Well, that doesn't give incentive to those of us  
4 who are trying to take care of our properties and that do take  
5 care of our properties. Because we look at it -- it almost  
6 seems beneficial to let your property go into total disarray  
7 because you're going to be compensated for it, you're going to  
8 be rewarded for keeping your property as a dump.

9 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Larson. We had  
10 some trouble with the clock, but I think we kind of gave you a  
11 little extra time in there on top of that. Thank you.

12 Ms. Bessie Brown.

13 Is it not working, or what?

14 MS. BROWN: I'm not sure if my last question was answered  
15 about do we have this money or are we applying for this grant?  
16 Okay. Okay. Because that's the same thing I was going to ask  
17 about these \$350,000.

18 And the beautification for commercial, I think that it's  
19 okay to -- companies -- just what Ms. Larson said. We need  
20 to -- basically I would -- it would be really good to just  
21 concentrate on the majority of the homes that are here. Because  
22 it was my understanding last night, I was at a meeting, they  
23 said 60 percent of our properties are rental in the city. So I  
24 would really like for you all to concentrate on the people that  
25 do have property. And if that was so true, and they should

1 probably go down and they demolish the house, they do nothing.  
2 Because we have a lady that's dead today, the house was  
3 demolished, and she got no help from them. And I was actually  
4 asking, trying to get her the help.

5 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Brown.

6 Do we have any comments from the Board?

7 COMMISSIONER PARDO: Madam Chair.

8 VICE-CHAIR MILLER-ANDERSON: Go ahead.

9 COMMISSIONER PARDO: Okay. I have two comments. The first  
10 is, you know, just sitting here thinking about this. We have  
11 \$350,000 that we're going to put into improving the businesses  
12 along the Broadway corridor. And I wonder if we can come up  
13 with some kind of plan to try to get some of the teenagers in  
14 this community involved. \$350,000 is a lot of money. And if we  
15 can try to incentivize the businesses to either hire these, you  
16 know, teenagers, or maybe we can put together a group similar  
17 to -- do you remember that -- oh, what was that --

18 UNIDENTIFIED AUDIENCE MEMBER: Youth Build.

19 COMMISSIONER PARDO: Youth Build, right. Youth Build, we  
20 got them involved years ago in the program. You know, maybe  
21 that's something that Mr. Skyers can look at, and Scott, before  
22 we move forward with this.

23 Then my other issue is we're going to have a retreat next  
24 week and we're going to talk about the Broadway corridor. So I  
25 just wonder if this is a little premature.

1 But in the meantime maybe we can think about that, figure  
2 out a way to get these kids more involved. And by -- you know,  
3 it's the end of January now, so by the time this program is  
4 really up and going we might be going into May when the kids are  
5 out of school; and maybe, you know, you'll get some of the kids,  
6 but I think we'd really like to get the kids that are hanging  
7 out on the street right now that aren't going to school. So,  
8 you know -- and I'm sorry that, you know, my thinking isn't more  
9 clear. But just sitting here, I just started thinking about  
10 this. And, you know, with all of that money maybe we could do  
11 something.

12 VICE-CHAIR MILLER-ANDERSON: I agree with what Ms. Pardo is  
13 speaking of. And I think we mentioned it a few meetings back  
14 about having maybe a summer job -- summer youth job program for  
15 our teens. And this may be a better use of our funds if we have  
16 the flexibility to be able to make that happen, and invest in  
17 our children with that. But at the same time, you know, we're  
18 talking about creating jobs and keeping them active during the  
19 summertime.

20 COMMISSIONER PARDO: That's right.

21 VICE-CHAIR MILLER-ANDERSON: So we have -- we do not have  
22 to necessarily use this money for this particular, in this  
23 manner in which we were trying to utilize it?

24 COMMISSIONER HUBBARD: Madam Chair.

25 VICE-CHAIR MILLER-ANDERSON: That's a question. We have

1 the flexibility to be able to do so, right --

2 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

3 VICE-CHAIR MILLER-ANDERSON: -- to change it?

4 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

5 VICE-CHAIR MILLER-ANDERSON: Yes. Ms. Hubbard.

6 COMMISSIONER HUBBARD: The -- one thing about the  
7 commercial grant program I would like to see is that, one, that  
8 we don't give it to businesses that already did receive money on  
9 the south end of Broadway. While we are getting ready to talk  
10 about what we're going to do on the north end of Broadway, keep  
11 in mind we do have some small businesses that will deserve some  
12 incentives on that end as well. While in -- you find those guys  
13 that were on the south end of Broadway deserved it less than  
14 these people that are actually in need on the north end. Like  
15 she said, BRIC -- Viking even received grants on the north, on  
16 the north end of -- excuse me, on the south end of Broadway.

17 So we're getting ready to move into the north end of the  
18 Broadway corridor, I would, you know, I would like to see some  
19 of the businesses.

20 So the CRA moved all the way over to, what is it, 5th  
21 Street? What did you say? We don't have very many local  
22 business owners left. We've demolished those, with the help of  
23 FDOT. But if we sparsely and sporadically find, you know, local  
24 businesses that need assistance, that we can help incentivize  
25 and build, then we want to do that.

1 I know Tony's is a commercial business that's been here and  
2 been -- have always been, you know, paying back and giving and  
3 giving to this community, and just hanging in here, you know,  
4 with this community. So there are some really deserving  
5 businesses that deserve some assistance. Not like we did the  
6 last time. We -- you know, it was a travesty I think the way  
7 that we gave out the commercial loans the last time. This time  
8 we have an opportunity to go into some real, you know, to choose  
9 some people that really need, that can ignite business ownership  
10 in the neighborhood, things like that.

11 I think we need to reserve, reserve the right to offer  
12 those kinds of grants and be particular and give out grants that  
13 are, that are really needed.

14 A summer youth employment program, I'm all for it, 100  
15 percent. I've also been talking with the city manager about,  
16 you know, getting a job developer on board that can go to all of  
17 the businesses to identify about, you know, say three to five  
18 hundred jobs; and by the time school is out we can start putting  
19 some kids to work, you know, within our community. And I'm sure  
20 we will be able to put in some funds.

21 One thing we have to keep in mind about that is Workforce  
22 Alliance and the County uses the need assessment from the City  
23 of Riviera Beach to draw down all of that money; and we're the  
24 least of the benefactors of those Summer Youth dollars. So we  
25 need to make sure that we get -- we let them know upfront, we

1 plan to use some of those dollars for our own youth this summer.

2 So I wouldn't say just scrap, just throw the baby out with  
3 the bath water and don't do any commercial business incentives.  
4 Just be careful and do some real business incentives, not just  
5 giving and handing out money to people.

6 Because we're going into our retreat now and we could talk  
7 about how we can help real businesses with that.

8 The last thing -- or I won't say the last thing. Another  
9 thing that I want to say is this: You know, I'm going to ask  
10 for this, but I hate to have to ask for this. I would like to  
11 see a table of how we pay professional services, so we know --  
12 you know, I didn't say this, I just heard it while I was sitting  
13 here, that less than \$10,000 that Mr. Skyers is going to be paid  
14 for helping us with this program, and I think that's a travesty  
15 on its face anyway when I look at the things that people are  
16 paid for who have less skills, skill sets. It's -- you know,  
17 and it's amazing. And I point that only out because it was  
18 pointed out -- I didn't say that. Mr. Evans stated that. So I  
19 would just like to compare what he does, and his skill set, to  
20 all of the people I see come up here who do no way less, no way  
21 less, do way less, and get so much money from the City of  
22 Riviera Beach and especially the CRA. So thank you for now.

23 VICE-CHAIR MILLER-ANDERSON: Thank you.

24 Do you have a comment on item 8, Mayor Thomas?

25 MAYOR MASTERS: Yes, Madam Chair.

1 Ms. Larson alluded to something that I was thinking. I  
2 would like to see some emphasis on lighting, outside lighting,  
3 the grants we use for that, because it's so important, for  
4 several reasons. And I was thinking in terms of tying this in  
5 some type of way to some anti-crime features, the businesses  
6 that are interested in helping us to fight crime in the area.  
7 Lighting, cameras, or whatever else. Or even just  
8 participating. And I think we have a Business Crime Watch  
9 Program. I would like to see some of those things, initiatives  
10 or, you know, maybe inspiring businesses to get involved. And  
11 if they do, if they want lighting, they want cameras, then this  
12 is a good way to do it and they make a commitment. That's  
13 basically it, what I wanted to say.

14 Oh, one more thing. That it would be nice if we could  
15 figure out on the City's side how we could come up with the same  
16 type of programs to other residents in the City, because it's  
17 not really fair that we can only -- you know, this is only  
18 happening -- it is fair, because it's CRA money. But on the  
19 other hand it would be wonderful that we had similar programs  
20 like that on the City's side; that a person is not penalized  
21 because of where they live; if you're in Riviera Beach, you're  
22 in Riviera Beach. But I'm just hoping that we could get some  
23 grants or get something moving that we can offer some of these  
24 same type of services or resources to our residents regardless  
25 of where they live in the City. Thank you.

1 VICE-CHAIR MILLER-ANDERSON: Thank you.

2 Any more comments for item 8?

3 COMMISSIONER HUBBARD: I guess we can bring that up also at  
4 this workshop and make sure that we flush it out, that we leave  
5 out of there -- and one other thing, Mrs. Chair, I'd like to  
6 make sure that when we have our retreat we bring back the  
7 policies and procedures for the Event Center.

8 VICE-CHAIR MILLER-ANDERSON: Okay. You got that?

9 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

10 VICE-CHAIR MILLER-ANDERSON: Okay. Any more comments for  
11 item 8?

12 You know what, what was the motion? Are we still -- we're  
13 bringing it back?

14 THE CLERK: The motion was as it reads.

15 VICE-CHAIR MILLER-ANDERSON: As it reads. Okay. I'm  
16 thinking about --

17 COMMISSIONER PARDO: Madam Chair, I think it was --

18 VICE-CHAIR MILLER-ANDERSON: But didn't you want to change  
19 it or bring it back or something?

20 COMMISSIONER PARDO: Yeah, but I didn't -- right. So what  
21 I would like to see is for us to table this to the next meeting,  
22 so we can talk about it at the retreat and decide, you know,  
23 what we really want Broadway to look like. And like the mayor  
24 had brought up, maybe we can turn this into some type of a  
25 security type safety program, encouraging the businesses to look



1 at cameras and additional lighting and --

2 VICE-CHAIR MILLER-ANDERSON: Okay. So what's your motion?

3 COMMISSIONER PARDO: So my motion is to postpone this until  
4 the next meeting so we can discuss it at the retreat.

5 COMMISSIONER HUBBARD: Second.

6 (Vote taken.)

7 THE CLERK: Motion carries.

8 (Motion passes unanimously.)

9 VICE-CHAIR MILLER-ANDERSON: Item number 9.

10 THE CLERK: Discussion, Commissioner Hubbard, CRA general  
11 counsel's contract.

12 VICE-CHAIR MILLER-ANDERSON: Ms. Hubbard.

13 COMMISSIONER HUBBARD: Simply, Madam Chair, I think that at  
14 this point that we should put out an RFP and put -- and give the  
15 attorney a 30-day notice that we're going to go out for, to put  
16 out an RFP for services for CRA attorney services.

17 Now we have had a lot of trouble with the different  
18 contracts from the CDE to the CDC and to the Event Center and  
19 the LLC; and since the month of August we have been trying to  
20 get Mr. Brown out of our business. And we are in one particular  
21 contract that, that forced us to hire a special manager to go to  
22 operate alongside Mr. Brown because we -- and this is just an  
23 example, that we weren't able to just dissolve him of all his  
24 authority when we fired him. And I don't think that that was in  
25 our best interest. I think that it's just time -- we don't, we

1 don't even have a really substantial contract with our CRA  
2 attorney. We just have a paragraph of engagement. And I just  
3 think that I would like to see and feel more confident that we  
4 within the next 30 days be able to hire or appoint a CRA  
5 attorney. I would just like to go out for, put it out for bid.

6 VICE-CHAIR MILLER-ANDERSON: Okay. We have a few comment  
7 cards and then we can come back.

8 Ms. Mary Brabham, and then Ms. Bessie Brown.

9 Ms. Jenkins, are you ready?

10 MS. BRABHAM: Ms. Mary Brabham, Riviera Beach.

11 Apparently I can see that it is some disagreement here.  
12 I've known Mr. Haygood for numerous of years. Mr. Haygood can  
13 be workable.

14 Each administration goes through their own format and what  
15 they want. I know that within his contract nothing has been  
16 done since June the 26th of 2006. Per se I do not fault  
17 Mr. Haygood. I fault the leaders in the staff for doing that to  
18 Mr. Haygood.

19 All of these other things that Mr. Brown, Mr. Brown should  
20 have been the past but he's not the past; and like I said,  
21 mistakes was made.

22 Can Mr. Haygood be workable? Could Mr. Haygood meet  
23 you-all's goals? Could the parameters be placed for  
24 Mr. Haygood? Those are the questions that you will have to  
25 decide on.

1 I never felt and I never believed that Mr. Haygood ever had  
2 any intentions of trying to be deceitful or trying to keep  
3 things, you know, prematurely away from you.

4 Just like your attorney on the City's side, they work for  
5 your Board. Mr. Haygood worked for your Board. So quite  
6 naturally when the hands turn you get, you get different  
7 opinions and different, you know, whatever.

8 So I do know that we have to clean up some things. So if  
9 you want to put it out again, perhaps Mr. Haygood could reapply.  
10 But if you want to work with him and set your parameters in  
11 place, you know, if you want to do some options for him, you can  
12 do that. Because he's not a bad person at all.

13 Mr. Haygood, I'm going to tell you that to your face. You  
14 are not a bad person at all.

15 Sometimes its the leadership capacity in a lot of times  
16 where you're placed at. So at some times it may be too late for  
17 you to separate yourself. But if different people come in and,  
18 you know, set those parameters, and what I expect of you, and  
19 this is how you shall be governed, and this is what I want from  
20 you, then you know these things.

21 So I know that this decision is entirely left up to you  
22 all. I'm not dictating, you know, your vote or anything.  
23 Ms. Brabham just only expressing what I see, and then how I can  
24 obtain some goals that are there.

25 So I thank you all. So good night.

1 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Brabham.

2 Next Ms. Bessie Brown, and then Ms. Bonnie Larson.

3 MS. BROWN: Bessie Brown.

4 I don't think the majority of you know, but I have sat  
5 through the CRA meetings more than any other citizen in the City  
6 of Riviera Beach, because I specifically learned that Viking  
7 never spent more than a million dollars all the while he was  
8 work -- he was here with us. But he had us changing plans and  
9 doing all kinds of things, paying for it, on the backs of our  
10 taxpayers.

11 Now, Mr. Haygood, I can almost specifically remember you  
12 saying you didn't have a contract with the CRA, about late 2015,  
13 because I think that all of you up there now, not -- that has  
14 not been -- has come across for you, since you've been on the  
15 council. But I'm sure Ms. Pardo may remember, because I think  
16 he was told -- you were told to bring it back to the next  
17 meeting.

18 My thing is to have staff, Scott, review those minutes or,  
19 you know, the agendas I guess from May. I would just say March  
20 2015 to until Mr. -- until Mr. Brown was terminated. Because  
21 I -- and if you read those minutes, I'm sure it was in there  
22 because I sat right here that night, because I was surprised  
23 that he didn't have one, that's how I remember, that's how good  
24 I remember, he said it was just the letter. And I was sure he  
25 was told you bring it back to the next meeting so we can take

1 care of that. And that's the only reason I'm here tonight,  
2 because I'm really ready to go home. Because I just wanted to  
3 get that point out --

4 UNIDENTIFIED AUDIENCE MEMBER: I think we all are.

5 MS. BROWN: -- that point out. And then, you know, I'm  
6 just trying to -- because we need to do better, we need to do  
7 right. You know, I was shocked that you didn't have a contract,  
8 you know, at that time. But we need to make sure that we're  
9 working within the realms of, you know, like we should, of what  
10 we've done, did we take care of did he not have the letter.

11 But I understand you all have a right to do -- ask for any  
12 kind of counsel that you want, you know, to represent you.

13 So have a good night.

14 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Brown. And we  
15 will hopefully get you out of here very shortly.

16 Ms. Bonnie Larson is our last one for item number 9.

17 MS. LARSON: I think we're all ready to go home.

18 We talked about the attorney position for the CRA and for  
19 the City multiple times. And I always thought it would be  
20 better -- I know some of you disagree with that -- that we hired  
21 a firm. Reason being, if someone goes on -- I mean an attorney  
22 needs to go on vacation, he gets sick, family emergencies, we're  
23 sitting here with nothing. Let's say something, heaven help,  
24 something worse happens to that person. We don't have anybody  
25 in the legal department who knows what's going on in the CRA.

1 Those are my reasons for maybe a firm being a better idea when  
2 you're reviewing this.

3 I read through that 2006 -- it's called an engagement  
4 letter, I think, for Mr. Haygood. It said he has, was given 30  
5 days notice to change his prices. I don't think he's ever done  
6 that. But it gave him the ability to do that. And I don't  
7 think that's quite right.

8 Also when we're thinking about attorneys, attorneys have  
9 different levels of work. Like for sitting at a meeting, that's  
10 not too much work with that, you get a question every once in a  
11 while; versus writing a document or something. Maybe it  
12 shouldn't be a flat fee for everything.

13 Oh. What I also didn't understand was when Mr. Brown was  
14 terminated, a letter should have been sent the very next day to  
15 all our bankers, our vendors, our customers, our investors, to  
16 everybody, saying Tony Brown is no longer employed by the City  
17 of Riviera Beach. That should have been done the next day.  
18 That should have been proposed to you. In my opinion.

19 We gave Mr. Brown a full office set-up. Did we ever get  
20 any of that back?

21 VICE-CHAIR MILLER-ANDERSON: We're still on the --

22 MS. LARSON: Were you reminded of any of that?

23 VICE-CHAIR MILLER-ANDERSON: -- contract for Mr. Haygood.

24 MS. LARSON: Right. But I'm just saying an attorney should  
25 have told you that. When you terminate someone, an attorney

1 should be the one to say here's what you should do, steps one  
2 through five. I didn't ever hear that happen.

3 We need an attorney who would go through, since Mr. Brown  
4 is now gone, all the bank loans that we have. Do we really know  
5 what those loans say? We should have our attorney do that, go  
6 through all those loans and everything so we know where we  
7 stand.

8 Mr. Brown liked to leverage things. That was his favorite  
9 word, leverage things. We could lose a lot of property if we  
10 don't play it right. So we need to know exactly what those  
11 loans say. And I don't know who else would know that. I don't  
12 know if Mr. Evans knows that or he could give you a synopsis of  
13 it. Somebody needs to go through all those loans and the money  
14 that we owe.

15 I guess that's about it. But no offense, Mr. Haygood, but  
16 I think contracts should be renewed on a regular basis. And the  
17 attorney has to work with all of you. If you don't find that  
18 happening, then you go out and look somewhere else.

19 But I think there are things which weren't done, which need  
20 to be done. And we can still do them. Should have been done  
21 the day Mr. Brown left.

22 Thank you.

23 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Larson.

24 Comments from the Board?

25 COMMISSIONER DAVIS JOHNSON: Madam Chair.

1 VICE-CHAIR MILLER-ANDERSON: Yes.

2 COMMISSIONER DAVIS JOHNSON: We can provide him 30 days  
3 notice. But 30 days is generally not the time that it takes --  
4 if we're putting it out in an RFP capacity, there has to be --  
5 and I just don't see that happening in 30 days. If it is the  
6 pleasure of the Board not to continue.

7 I mean I know that we have had our challenges. But I do  
8 believe that if we're going to go out for a search for a CRA  
9 attorney then we should give sufficient notice so that there is  
10 no, that there is no lag. And then additionally so that there  
11 won't be a need to bring in an attorney in the interim; we can  
12 just move about and put a realistic time frame. Because I just  
13 think that the 30-day period is a little short.

14 How much time do you generally when your RFPs go,  
15 Mr. Evans, how long are they out there advertised?

16 INTERIM EXECUTIVE DIRECTOR EVANS: We could put it out  
17 to -- the City's procurement does all of our -- their department  
18 does them. And they usually take anywhere between -- well,  
19 we've put them at least for a minimum of two to three weeks is  
20 the time from when it gets published to when we start to  
21 evaluate. So I think minimum that's -- at minimum 60 days is  
22 usually their process. But we could ask Mr. Mealy to come back  
23 to a future meeting to update you.

24 COMMISSIONER DAVIS JOHNSON: I just want us to be realistic  
25 so that we are not without --



1 COMMISSIONER HUBBARD: I don't think 60 days is necessary,  
2 that 60 days. And the reason I said 30 days, because at a  
3 minimum, at a minimum it would it will take 30 days, maybe it  
4 will take 45 days. But I don't think it needs to take 60 days.

5 The other thing is this: I don't want to be in the  
6 situation that we're in like we were on the City's side, with  
7 the city manager. We had 120 days, and we waited right until we  
8 were down to 20 days before we started going out for a search.

9 So if we -- if -- even if we give Mr. Haygood a notice  
10 tonight and inform him that we will be putting out an RFP for  
11 attorney services, whether he's interested in staying the 45  
12 days, or the 30 days, at least we have started the process and  
13 not once again waited until the last minute.

14 So my point is to make notice that we're going out for RFP  
15 and have -- and have a document drawn up for review this week.  
16 If a procurement -- a procurement should be given notice by  
17 Mr. Scott tomorrow -- I mean, excuse me, Mr. Evans, Scott Evans,  
18 tomorrow, that we would like him to start soliciting an RFQ or  
19 an RFP or whatever form we're going to use to solicit an  
20 attorney. And I know that's something we can do by appointment,  
21 attorneys, also. But we just -- I just want to give notice  
22 tonight.

23 COMMISSIONER DAVIS JOHNSON: Madam Chair.

24 VICE-CHAIR MILLER-ANDERSON: Yes.

25 COMMISSIONER DAVIS JOHNSON: And I'm, I'm, I am not opposed

1 to giving the notice tonight. I'm just talking about what the  
2 procurement code does indicate as it relates to how things are  
3 let.

4 So Mr. Haygood would be provided his notice tonight that we  
5 intend to put it out for an RFP, and we do our due diligence,  
6 and go through the process, and then come back and make that  
7 decision based on those that respond.

8 VICE-CHAIR MILLER-ANDERSON: Is that good, Ms. Hubbard?

9 COMMISSIONER HUBBARD: That's sufficient. Yes, ma'am.

10 VICE-CHAIR MILLER-ANDERSON: Okay. So, Mr. Evans --

11 MR. HAYGOOD: May I be heard before the vote is taken --

12 VICE-CHAIR MILLER-ANDERSON: Yes.

13 MR. HAYGOOD: -- or afterwards? May I be heard?

14 VICE-CHAIR MILLER-ANDERSON: Yes.

15 Do we have any comments? No. We have public comments  
16 still to do.

17 MR. HAYGOOD: I just want to say that, number one, the  
18 engagement letter does serve as a contract for attorneys. As I  
19 explained in the past. The engagement letter does not provide  
20 for any service, severance damages. It doesn't provide for you  
21 providing me with any benefits. It was a straight per hour  
22 payment.

23 There's been this undercurrent that for some reason I  
24 favored Mr. Brown over the Board. I thought I had explained in  
25 detail the fact that the structure of the transaction prevented

1 the Board from having any direct influence over the Event Center  
2 and/or the LLC. I mean the CDE.

3 I don't know what problems you're talking about with the  
4 contracts. These are contracts that were drafted not only by me  
5 but also by your bond counsel, who structured the deal. This  
6 wasn't something -- in fact, the bond counsel had to give you an  
7 opinion of counsel that in fact the structure was proper.

8 I obviously serve at your pleasure. I can say though that  
9 I don't think I would be able, if you do decide to go out, that  
10 I would be able to serve this board any longer.

11 VICE-CHAIR MILLER-ANDERSON: Okay. So we don't have a  
12 motion on the floor. Do we have a motion?

13 COMMISSIONER HUBBARD: I make a motion that we go ahead and  
14 give Mr. Haygood notice tonight that we are -- our intention is  
15 to go out for a request for qualifications to secure a CRA  
16 attorney.

17 Our CRA is not doing that much work right now. We have --  
18 and I think we can survive because we have an assistant attorney  
19 with the City, Mrs. Busby, who can sit in for the meetings. We  
20 aren't going into contracts. We aren't leveraging or negotiating  
21 any deals right now.

22 VICE-CHAIR MILLER-ANDERSON: What's your motion? Just give  
23 us -- I know you're giving -- she's trying to write it down.  
24 She wants to be able to -- what do you want -- what is the  
25 actual motion?

1 COMMISSIONER HUBBARD: My actual motion, Madam Chair, is  
2 that we give Mr. Haygood notice that our intent is to release a  
3 request for qualifications for the services of a CRA attorney  
4 for the City of Riviera Beach.

5 VICE-CHAIR MILLER-ANDERSON: Do we have a second?

6 Wait. Are you good, Ms. Hatcher?

7 THE CLERK: Yes.

8 VICE-CHAIR MILLER-ANDERSON: Okay. Do we have a second?

9 Do we have a second?

10 Well, I -- I mean can I pass the gavel? Who can I pass the  
11 gavel to, to second?

12 COMMISSIONER PARDO: To the clerk.

13 VICE-CHAIR MILLER-ANDERSON: To Ms. Davis Johnson.

14 COMMISSIONER PARDO: No, the clerk should give the gavel.

15 VICE-CHAIR MILLER-ANDERSON: Well, the attorney just told  
16 me to pass it to Ms. Davis Johnson.

17 COMMISSIONER PARDO: Okay.

18 THE CLERK: She can do it?

19 MR. HAYGOOD: I think it should be one of the board  
20 members.

21 VICE-CHAIR MILLER-ANDERSON: Okay. Ms. Hubbard, though,  
22 she's inquiring about the time frame.

23 THE CLERK: Is it a 30-day notice or a 10-day notice? You  
24 didn't say -- you just said give notice.

25 COMMISSIONER HUBBARD: Immediate notice for tonight, that

1 our intention is to go out for services.

2 THE CLERK: Is to release an RFQ for attorney for the City  
3 of Riviera Beach?

4 COMMISSIONER HUBBARD: The CRA.

5 THE CLERK: The motion was to give Michael Haygood notice  
6 tonight that our intention is to release an RFQ for an attorney  
7 for the CRA?

8 COMMISSIONER HUBBARD: Yes, that will do.

9 VICE-CHAIR MILLER-ANDERSON: Second.

10 Do we have any discussion? I do have a discussion though.  
11 A clarification on this.

12 COMMISSIONER HUBBARD: Was she asking was it a 30-day  
13 notice? Does she have that in her --

14 VICE-CHAIR MILLER-ANDERSON: Well, what do we have to give  
15 him? We have to give him at least the 30 days.

16 COMMISSIONER HUBBARD: Yes. I didn't hear her read that.  
17 That's why I was asking.

18 VICE-CHAIR MILLER-ANDERSON: Well, we're going to go out --  
19 we're going to have Scott contact Mr. Mealy --

20 COMMISSIONER HUBBARD: Immediately.

21 VICE-CHAIR MILLER-ANDERSON: Yeah, tomorrow, to go ahead  
22 and put it out. But in terms of the time frame, we have to give  
23 the 30 anyway.

24 COMMISSIONER HUBBARD: Right.

25 MR. HAYGOOD: You --

1 VICE-CHAIR MILLER-ANDERSON: But I mean that's up to him,  
2 what he chooses to do.

3 COMMISSIONER HUBBARD: But we have to give a 30-day notice.  
4 That's what I said initially.

5 VICE-CHAIR MILLER-ANDERSON: Okay.

6 COMMISSIONER DAVIS JOHNSON: It's been motioned and  
7 properly second. Madam Clerk.

8 THE CLERK: Commissioner Pardo.

9 COMMISSIONER PARDO: No.

10 THE CLERK: Commissioner Hubbard.

11 COMMISSIONER HUBBARD: Yes.

12 THE CLERK: Commissioner Davis Johnson.

13 COMMISSIONER DAVIS JOHNSON: No.

14 THE CLERK: Vice-Chair Miller-Anderson.

15 VICE-CHAIR MILLER-ANDERSON: Yes.

16 THE CLERK: That motion is tied.

17 COMMISSIONER PARDO: It failed. Did not pass.

18 MR. HAYGOOD: It fails.

19 THE CLERK: It failed.

20 COMMISSIONER HUBBARD: The mayor doesn't break ties?

21 MR. HAYGOOD: Not on the CRA.

22 VICE-CHAIR MILLER-ANDERSON: I'll take the gavel back.  
23 The mayor is a special guest tonight.

24 We appreciate you being here, Mayor.

25 But he doesn't participate in the breaking of the tie.

1 MR. HAYGOOD: Not on the CRA.

2 VICE-CHAIR MILLER-ANDERSON: The CRA, right. Not on the  
3 CRA.

4 Public comments.

5 Louis Williams, and Margaret Shepherd.

6 MR. WILLIAMS: Good evening. Louis Williams.

7 I'm going to try to make this very brief.

8 For almost two and a half years now I've been talking about  
9 the food truck. I went out and invested thousands of my own  
10 money to acquire a food truck.

11 At the conversation that we had with Mr. Brown before he  
12 was let go, we had already picked out three different sites that  
13 I was going to be able to set up and go. There is -- I talked  
14 about the electricity, the power. Mr. Brown indicated to me  
15 that at one point that he said that well maybe you might just  
16 want to bring a generator in here until you -- until we get that  
17 power put in.

18 At this point I'm kind of frustrated because I don't know  
19 where we are. Mr. Evans, Scott Evans, has come out to my home.  
20 He had seen the trailer. He brought an electrician out. He saw  
21 the trailer. The electrician was there. I have invested  
22 thousands of my money, and I'm not having or getting any help.

23 What happens a lot here, council people, is that people  
24 like myself come up here and make comments; you do not direct  
25 staff to get back with that individual to let them know the

1 situation. So it prolongs from one meeting to the next. And  
2 from that meeting to the next. And now it's a year, it's a year  
3 and a half, people get fired, people let go, and here we sit. I  
4 hear from two or three different council members, okay, you're  
5 okay, you're going to be there, you're going to get this, you're  
6 going to get this done. But the person at the helm has not  
7 contacted me in four or five months. I haven't heard a word.  
8 It's discouraging, very discouraging.

9 I could be putting people to work, number one. I could get  
10 some of my investment back, number two.

11 This is not the Little House on the Prairie, people. We  
12 sit here, and people all around the country are watching us and  
13 laughing at us, we make such crazy mistakes. We're only a click  
14 from Palm Beach over there, where there are more millionaires  
15 than you can shake a stick at, and they're watching us every day  
16 making these silly mistakes.

17 I can't sit here and tell you what mistakes you make  
18 because you need to know those yourself. And I would hate to do  
19 that openly in public.

20 But you don't clean the house by cleaning one room. You  
21 got a lot of cleaning to do. And you need to straighten it up.  
22 You need to get it done. So people like myself can carry on and  
23 do what they need to do to make their lives a lot happier.

24 Thank you.

25 VICE-CHAIR MILLER-ANDERSON: Thank you, Mr. Williams.



1 Ms. Margaret Shepherd, and then Ms. Bonnie Larson.

2 MS. SHEPHERD: Margaret Shepherd, Riviera Beach.

3 You know, on your front of your program it says in  
4 accordance with the Americans with Disabilities Act of 1990.  
5 Persons in need of special accommodations to participate. And  
6 I've asked several times for the book. It's just one book here,  
7 Scott. So I don't know what you're talking about. We don't  
8 know what you're discussing. And if you print the one book, I  
9 don't understand why you don't print the other book for the  
10 people with disabilities and put it over in the library.

11 We have no way of knowing what you're talking about. And  
12 as you all are talking, how in the heck are we supposed to go on  
13 with the conversation like you all. I think I'm entitled to it.  
14 I think I'm entitled to it. I called, I asked. It started for  
15 about six months, and then -- and I know, I understand the  
16 transition is going on at the CRA, but you're printing the one  
17 book. So if you're printing one book, I don't understand how  
18 you don't print another book. I don't understand it. And I've  
19 asked twice.

20 And then I sit here and hear you all say, well, one person  
21 asked the question, can you get back when asking them questions.  
22 Well, I think I'm just as important as the other person. Why  
23 don't you say get with Ms. Shepherd and answer her questions?  
24 You don't do it. Double standards here. And I'm a little sick  
25 of it right now because I've always supported the CRA. Got a

1 little snubbed, Scott, but I supported the CRA. Name one time  
2 I've never supported you. And, you know, it got a little nasty  
3 over there, and I'm pretty sick of it.

4 And as far as Mr. Haygood, I guess I'm a little prejudiced  
5 with Mr. Haygood, I guess I'm a little prejudiced, because Fane  
6 Lozman said I didn't have nothing. But Mr. Haygood is a part of  
7 my family team of lawyers. He's a part of it. And if I can  
8 trust Mr. Haygood, I would have told my mother, let him go. But  
9 he's done a fine job for a 94-year-old lady.

10 Thank you.

11 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Shepherd.

12 Next we have Ms. Larson, and then Ms. Delcia Brooks  
13 Hamilton.

14 MS. LARSON: First I'd like to say to Mr. Haygood, you  
15 didn't get a five -- nobody is firing you tonight. Five people  
16 didn't say let's get rid of Mr. Haygood. They said they want to  
17 put out an RFQ. So that's okay. Everybody can apply for that,  
18 who's qualified, can apply for that. So I think to say -- I  
19 wish you hadn't said, well, I'm going to quit if you do that,  
20 because you didn't get a five-oh vote, no one said they were  
21 going to fire you. So I think that's -- you need to reconsider  
22 that. Everyone is allowed to apply.

23 And it needs to be redone every once in a while, put the  
24 word out there.

25 Tonight in Mr. Haygood's bill I saw that there's discussion

1 about the CRA office lease. I'd like to know how -- when is  
2 that lease going to expire, how much do we pay. And I've  
3 mentioned this two or three times, why don't we consider instead  
4 of renting for the rest of our lives, to put a building of our  
5 own on that 20, 21st Street property that belongs to the City?  
6 Put an office building there and use it now for the CRA.

7 When our city is beautiful and we don't need the CRA  
8 anymore, we rent it out to someone else.

9 But why aren't we investing in ourselves? We own that  
10 property. It's just sitting there. Put some money into  
11 building an office building right there and have the CRA there,  
12 rather than us paying rent forever.

13 So what is the term of the new lease they're considering?  
14 And what is the cost of that?

15 Also I saw on the bill that IG has requested documents from  
16 the CRA. And I'm wondering what are those documents that the IG  
17 has requested from the CRA?

18 Thank you.

19 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Larson.

20 Ms. Delcia Hamilton, and then Ms. Mary Brabham.

21 MS. HAMILTON: Good evening everyone, Madam Chair and  
22 council and what's left of the community.

23 My name is Delcia Brooks Hamilton. And I was actually one  
24 of the first people who responded to the ad for the restaurant.  
25 And I brought a copy of it right here.

1           They also -- after, after they did not get enough people  
2   that were interested in the restaurants they decided to run a  
3   second ad, which I also have a copy of it. It's a little bit  
4   messy. However -- I had been speaking to Tony Brown for quite  
5   some time. Never got any response. And here I am today, it's  
6   almost two years. I sent in a letter of interest, which I also  
7   have a copy right here. Never really got a response.

8           So like I spoke to Mr. Evans this evening and he said  
9   there's going to be a meeting that's going to be coming up, I  
10   believe at the end of, did you mention January? Right. So I  
11   have been very anxiously waiting to see what they're going to do  
12   with the restaurants pad at the marina.

13          I have my own company. I am a small business owner here in  
14   Palm Beach. I lived in Palm Beach County for about 20 years. I  
15   now presently live in the Acreage. And I'm looking to, in the  
16   near future, to buy a property here in Riviera Beach.

17          So my question is this evening to Mr. Brown (sic), I'd like  
18   to find out when are they going to start the process with the  
19   restaurant pad.

20          VICE-CHAIR MILLER-ANDERSON: I just want to let everybody  
21   know that smell you smell was the mayor cutting the heat on. So  
22   we just fixed it. We're good.

23          He'll come back around and answer --

24          MAYOR MASTERS: Honest mistake.

25          VICE-CHAIR MILLER-ANDERSON: Mr. Evans can address it

1 after, you know, your comments.

2 Do you have any other comments to make?

3 MS. HAMILTON: And by the way, the name of my company is  
4 called Pangia Grill, Inc., and it's registered in the State of  
5 Florida. I've got all the licenses. And I do have some of the  
6 funding.

7 And one question I wanted to ask: Would I qualify for that  
8 40,000 as a new business owner?

9 VICE-CHAIR MILLER-ANDERSON: During the public comment  
10 just, you know, you have the time, your three minutes to speak;  
11 and then we can have Mr. Evans get with you if you want to speak  
12 on something individual; or he can just give a general answer in  
13 his comments at the end. But we'll be more than happy to pass  
14 your information to him and he can give you a call. And then  
15 you all can sit down and speak.

16 MS. HAMILTON: Okay. That sounds good because I'm actually  
17 ready to do business here and provide job opportunity and  
18 training for the community.

19 VICE-CHAIR MILLER-ANDERSON: Okay. Thank you,  
20 Ms. Hamilton.

21 Ms. Mary Brabham, and then Ms. Bessie Brown. That's the  
22 last comment card.

23 MS. BRABHAM: Ms. Mary Brabham, Riviera Beach.

24 I did not say Happy New Year to the listening audience out  
25 in TV land because I've said it to every individual. But I did

1 not bring those greetings to the TV land. So Ms. Brabham says  
2 Happy New Year to each and every one.

3 I would just like to make mention -- I know this perhaps  
4 doesn't have anything to do with the CRA, but since you serve on  
5 both boards, it is a road kill, a kitty cat, on Avenue O and MLK  
6 there. Someone hit the cat, and he's lying in the street. So I  
7 want someone to go and get the cat. So I want to say that, go  
8 and get the kitty cat on O Avenue, right there where that light  
9 is off of MLK.

10 So this has been a very interesting night. We did get a  
11 lot accomplished, a lot of good feedback, a lot of good  
12 comments. So hopefully we can get out of here about 10:30 or  
13 earlier than that.

14 MAYOR MASTERS: Maybe before.

15 MS. BRABHAM: Thank you. Good night.

16 MAYOR MASTERS: And we love your hat, Ms. Brabham.

17 MS. BRABHAM: Thank you.

18 MAYOR MASTER: It's beautiful.

19 MS. BRABHAM: Thank you.

20 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Brabham.

21 Okay. We were -- where were we?

22 THE CLERK: Bessie Brown.

23 VICE-CHAIR MILLER-ANDERSON: Oh. Bessie Brown. I'm sorry.  
24 You here, Ms. Brown?

25 MS. BROWN: Yeah, I'm here.

1 VICE-CHAIR MILLER-ANDERSON: Okay.

2 MS. BROWN: Bessie Brown.

3 Have you all advertised to hire a CRA director? I really  
4 want an answer to that one. And if you haven't, you need to get  
5 to it. Because we need things to do' and we don't have any,  
6 what, public/private partnerships and stuff, and we don't have  
7 any money coming in.

8 We had a referendum where we were trying to say that the  
9 City should own, manage and operate its own marina, which we had  
10 that voted down.

11 And now I just wonder how many of you know how many  
12 contracts do we have and how many of them are being honored,  
13 because everything at the marina is leased.

14 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Bessie Brown.  
15 Okay. That ends public comments.

16 Do we have a report of the executive director?

17 INTERIM EXECUTIVE DIRECTOR EVANS: I'll just address some  
18 of the comments, if that's okay.

19 I'm very anxious and excited to get back underway with  
20 proceeding with private development opportunities at the marina.  
21 And that will be the main focus of the retreat the first day, on  
22 January the 20th, which is a Friday.

23 And I'll just share with you part of our focus will be to  
24 present that we think that we need to move forward with putting  
25 out those opportunities to the private market to come in and

1 build restaurants and some other potential development. And  
2 also while we're doing that, proceed to deploy our agency's  
3 resources to do a strong events programming initiative, which  
4 would include food truck programs. So I think we're very  
5 anxious to move forward with that.

6 We did, when the Board -- I did actually recently review  
7 the minutes, just to see what the current authority is; and when  
8 the Board released CBRE our authority to continue negotiating  
9 for deals for future restaurants was also halted at that point.  
10 But I would like to begin that immediately following the  
11 retreat, if that's something that the Board wants to do.

12 We think it's very important to get new restaurants open  
13 down at the marina, fill out our Event Center space. And I  
14 think there's a lot of interest in coming in and redeveloping --  
15 bringing private development to the marina; if it's from a  
16 parking garage and a hotel and future restaurants. So it would  
17 be my number one priority following the retreat to try to start  
18 to get those initiatives out on the street and brought back to  
19 this Board for your consideration and review.

20 One of the comments was that there's only one book at the  
21 back. And we will commit to having two books from now on. I  
22 know we used to also provide one at the public library. We can  
23 do that also.

24 THE CLERK: It's over there.

25 VICE-CHAIR MILLER-ANDERSON: Do we have one?



1 THE CLERK: Yes.

2 VICE-CHAIR MILLER-ANDERSON: She says there's one at the  
3 library.

4 INTERIM EXECUTIVE DIRECTOR EVANS: There is one at the  
5 library? Okay. Good. I did make that commitment.

6 And that's it. Thank you.

7 VICE-CHAIR MILLER-ANDERSON: That's it for the executive  
8 director.

9 Do you want to start at the end with Ms. Pardo's report?  
10 I'm sorry. Report of general counsel. Mr. Haygood.

11 MR. HAYGOOD: I don't have any report.

12 VICE-CHAIR MILLER-ANDERSON: Okay. Ms. Pardo.

13 COMMISSIONER PARDO: No, I don't have anything. Thank you.

14 VICE-CHAIR MILLER-ANDERSON: Ms. Hubbard.

15 COMMISSIONER HUBBARD: I'd like to say that we do need to  
16 put out the RFP for the executive director of the CRA.

17 I also am disappointed that we have not done anything with  
18 the food truck, with the food truck. Instructions were given  
19 for Mr. Evans to meet with Mr. Williams to go over that. They  
20 had the electrician that was out there. I know Mr. Evans had  
21 other ideas about what he wanted to do and what he wanted to see  
22 as far as the food truck. And that's one of my concerns,  
23 because I think Mr. Evans wants to do exactly what he thinks is  
24 best for the marina as opposed to what the commission thinks or  
25 as opposed to what the public thinks.

1 I also know that that young lady has been around here. We  
2 give credence to some people and certain people, and we look at  
3 people and we size them up and we determine whether or not they  
4 can do business with us. And I know that she has been around  
5 the CRA trying to have a legitimate conversation, with a  
6 legitimate business plan and legitimate documents to say that  
7 she wants to open a restaurant. However, we gave  
8 Rafiki Tiki an audience and we gave them money to operate  
9 down at the marina. I think that, you know, those are the kind  
10 of things that are concerning me.

11 And I think that this commission is doing the residents of  
12 Riviera Beach a disservice by operating with a letter of  
13 agreement for legal services that's dated 2006.

14 We asked for Mr. Brown to be relinquished of his service,  
15 we voted, we got rid of him, but yet I think that it was  
16 incumbent upon the attorney when we first negotiated that deal  
17 to make sure that we are not ever in any deals that we can't get  
18 out of. We -- why would we be in a situation that we can't rid  
19 ourselves of Mr. Brown? So that's a concern, a concern of mine.

20 And I think that if we have an agreement that's dated 2006,  
21 a letter of agreement that was signed by someone who was on the  
22 dais ten years ago, I think we're operating like a bunch of  
23 cowards. And we should stand -- we should do right and get --  
24 and put out an RFP. And if Mr. Haygood reapplies, he reapplies.  
25 But not to just -- to just sit up here and do absolutely

1 nothing, I think that something is really wrong with that.

2 VICE-CHAIR MILLER-ANDERSON: Thank you.

3 Ms. Davis Johnson.

4 COMMISSIONER DAVIS JOHNSON: Thank you, Madam Chair.

5 I want to first thank -- where's my note here? Oh. I want  
6 to thank the Riviera Beach CRA, CDC, Solid Waste Authority, and  
7 our community partners that participated in Dr. Martin Luther  
8 King Day of Service. It was really great to see the number of  
9 students that were there, the number of volunteers that were  
10 there. And certainly the residents are happy.

11 However, one of the things that I would like to see as we  
12 move forward with Paint Your Heart Out, most of the time things  
13 are left undone or incomplete. And as a body we need to -- for  
14 instance, Ms. Gilbert's roof, the inside of the carport is not  
15 completed. It's not completely painted.

16 Pardon?

17 MS. JENKINS: I was just saying we were deluged with rain  
18 at the end. So there are plans to go back.

19 COMMISSIONER DAVIS JOHNSON: Right. But we need to make  
20 sure that we stick to those provisions of going back. Because  
21 remember now there was some work that was done at Ms. Shirley  
22 Clark's house that went undone, with the promise of coming back.  
23 So I want us to get out of the habit that we're promising to go  
24 back and actually go back. Because if you're going to paint  
25 over a dark color, which I believe it was black, we need to go

1 back sooner than later to complete it.

2 We don't want to get in the habit of leaving our residents  
3 with projects unfinished, because that's not who we want to be  
4 seen as a city and as a business. So we need to work on getting  
5 that done. But I do want to say kudos to the staff for all that  
6 was done.

7 The signage for the marina is up. But is there lighting  
8 coming with that?

9 INTERIM EXECUTIVE DIRECTOR EVANS: The signs will actually  
10 all be lit internally, yes. And there's actually a lot more  
11 signs going in, monument signs and pedestrian signs.

12 COMMISSIONER DAVIS JOHNSON: Okay. Because, you know, to  
13 pass by it and see it in the dark is just -- it does it such a  
14 disservice, so I wanted to make sure that we were having those  
15 lights installed.

16 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

17 COMMISSIONER DAVIS JOHNSON: When we bring back the, the  
18 regulations for the Event Center, one of the things that I would  
19 like to see is what is the number of uses for CRA members,  
20 meaning this body, to utilize the facility at no cost? We need  
21 to look at that and put some parameters in place.

22 And then I want to encourage the residents to save the date  
23 of January 28th. It is Listening Tour Number II. We will be in  
24 the Lone Pine Park. All residents are invited, if you want to  
25 come out and learn about some of the initiatives that are going

1 on and have some questions answered. But we are certainly going  
2 to address the concerns of the property owners in Lone Pine and  
3 Turtle Cay, because that's -- we're going out into the western  
4 part of the county. So please save the date of January 28th for  
5 Listening Tour Number II.

6 Then we are proud to announce and we ask you to save the  
7 date for Loves in Bloom in the Community Garden. So this is our  
8 attempt to give greater exposure to the garden, but to just  
9 celebrate a pre-Valentine's Day for our couples. We love our  
10 children but this is an opportunity for parents to come out and  
11 just enjoy from 6:00 to 9:00. There will be music, there'll be  
12 refreshments and dancing. We want you to be able to just enjoy  
13 the garden. So that is February 10th from 6:00 p.m. to 9:00  
14 p.m.

15 Thank you.

16 VICE-CHAIR MILLER-ANDERSON: Great.

17 I don't have any comments other than one thing. And I just  
18 want clarification from Mr. Haygood. I know the motion died.  
19 But I'm not understanding, are you still willing to stay on?  
20 Because you said that if we went out for it you were going to  
21 stop.

22 MR. HAYGOOD: Yes. You did not go out so I will --

23 VICE-CHAIR MILLER-ANDERSON: Okay. I didn't know if  
24 because we went with the motion, that included -- that was  
25 included. So you're still good?

1 MR. HAYGOOD: Yes.

2 VICE-CHAIR MILLER-ANDERSON: Do we have a motion to  
3 adjourn?

4 MAYOR MASTERS: Can I just add one thing?

5 VICE-CHAIR MILLER-ANDERSON: Yes.

6 MAYOR MASTERS: I just want to quickly -- I was handed this  
7 by a member of the audience -- just to quickly go over the  
8 Dr. King festivities. Tomorrow -- well, Thursday, January the  
9 12th, the senior citizen luncheon at the Marina Event Center.  
10 January the 14th will be the National Martin Luther King  
11 Parade that we have every year, but it's going to start at 10:00  
12 a.m. this year instead of 11:00.

13 And then we have for the second year the Martin Luther King  
14 March for Peace. And if we ever needed the March for Peace,  
15 it's in times like these. And that is Sunday, January the 15th,  
16 on Martin Luther King Boulevard. It will start at Martin -- at  
17 Dr. Martin Luther King and President Barack Obama Highway at  
18 4:45 p.m.

19 And then MLK Gospel Explosion, Thursday, January the 19th,  
20 the city hall courtyard, featuring several local choirs and  
21 special guest Jimmy Hicks, 6:00 p.m.

22 Then the final event is the awards and musical banquet; and  
23 the guest speaker is Carol Moseley Braun, the former senator  
24 from the state of Illinois. And that will be Saturday, January  
25 the 21st, at the Marina Event Center.

1 And I also want to say we have received news that the  
2 Bishop, Victor T. Curry, appears to have had a major stroke; and  
3 we're asking for prayers for Victor Curry. He was not doing  
4 well today at all.

5 And finally I want to thank the Pro Tem KaShamba  
6 Miller-Anderson for doing a very good job chairing these  
7 meetings. And she chaired it with dignity, intelligence; and I  
8 felt very respected tonight. Thank you.

9 VICE-CHAIR MILLER-ANDERSON: Even though I left you off.  
10 But we're good though. You know I didn't mean that at all. You  
11 are the best, Mayor.

12 I think they're looking for an adjournment.

13 But Mr. Evans wanted to say something, if you all can give  
14 him like one minute.

15 INTERIM EXECUTIVE DIRECTOR EVANS: I just want to  
16 congratulate Darlene Hatcher. She recently received her CMC,  
17 Certified Municipal Clerk, designation. That took many, many  
18 years. Thank you.

19 VICE-CHAIR MILLER-ANDERSON: Motion to adjourn.

20 (Proceedings concluded at 10:30 p.m.)

21

22

23

24

25

## C E R T I F I C A T E

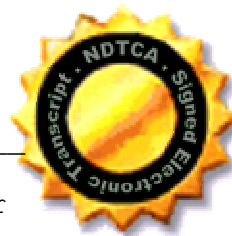
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THE STATE OF FLORIDA       )  
  )  
COUNTY OF PALM BEACH       )

I, Claudia Price Witters, Registered Professional Reporter,  
certify that I was authorized to and did report the foregoing  
proceedings at the time and place herein stated, and that the  
foregoing is a true and correct transcription of my stenotype  
notes taken during said proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th  
day of January, 2017.

  
\_\_\_\_\_  
CLAUDIA PRICE WITTERS  
Registered Professional Reporter





## ADJOURNMENT

The CRA Regular Meeting was adjourned at 10:30 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:** 2/8/2017

**Agenda Category:**

---

**Subject:** MONTHLY APPROVAL OF VENDOR INVOICES

---

**Recommendation/Motion:** APPROVE

---

<b>Originating Dept</b>	CRA FINANCE DEPT.	<b>Costs</b>
<b>User Dept.</b>	CRA FINANCE DEPT.	<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:  
PLEASE APPROVE

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_--_02-08-17_MTG_Invoices.pdf	COVER SUMMARY SHEET	2/2/2017	Cover Memo
FL_COURT_REPORTING_#171045_\$618.pdf	FL COURT REPORTING #171045 \$618	2/2/2017	Backup Material
FL_FISHING_ACADEMY_#0117_\$2_500.pdf	FL FISHING ACADEMY #0117 \$2,500	2/2/2017	Backup Material
LANGTON_ASSOC_#017_\$5_000.pdf	LANGTON ASSOC #017 \$5,000	2/2/2017	Backup Material
M_HAYGOOD_#NC-90__NC-91_\$9_169.pdf	M HAYGOOD #NC-90, NC-91 \$9,169	2/2/2017	Backup Material
TORCIVIA__D__G__A__PA_#14412_\$147.pdf	TORCIVIA, D, G & A, PA #14412 \$147	2/2/2017	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
CRA	Hatcher, Darlene	Approved	2/2/2017 - 2:12 PM

**Riviera Beach Community Redevelopment Agency**  
CONSULTANT/VENDOR INVOICES FOR **BOARD APPROVAL AT THE FEBRUARY 8, 2017** MEETING

2/1/2017

ITEM #	VENDOR NAME	EXPIRES	RES #, DATE	INVOICE #	AMOUNT	SUBTOTAL
<b>1</b>	Florida Court Reporting	10/29/2017	2015-33; 9-9-15	170862	\$720.00	\$720.00
	\$15,000 per Calendar Year					
<b>2</b>	Florida Fishing Academy	11/11/2017	2016-19; 10-26-16	1216	\$2,500.00	\$2,500.00
	\$30,000/yr					
<b>3</b>	J. Michael Haygood	N/A	N/A	NC-90	\$8,374.00	
	N/A			NC-91	\$795.00	
						\$9,169.00
<b>4</b>	Langton Associates	8/31/2017	2015-29; 8-26-15		\$5,000.00	\$5,000.00
	\$60,000/yr					
<b>5</b>	Torcivia, Donlon, Goddeau & Ansay	N/A	N/A	14412	\$147.00	\$147.00

TOTAL OF ALL INVOICES

**\$17,536.00****\$17,536.00**

# Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Florida Court Reporting

Control No.: Res No. 2015-33 Invoice No.: 171045

Invoice Date: 11/17/2017 Payment Amount: \$ 618.00

Project Supervisor/Responsible Official: Darlene Hatcher

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>TH</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>TH</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	<u>TH</u>
<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 ?	<u>TH</u>
<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>SH</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

  
\_\_\_\_\_  
Approving Authority

Date: 2-1-17

<input checked="" type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>2015-33</u> or the Consent Agenda, at its meeting on <u>9/9/2015</u> . (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.
171045	1/17/2017	122414
Job Date	Case No.	
1/11/2017		
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:

1-11-17 CRA board meeting

103.00 Pages @ 6.00 618.00

**TOTAL DUE >>> \$618.00**

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. : 122414 BU ID : WPB  
Case No. :  
Case Name : Riviera Beach Community Redevelopment Agency  
Invoice No. : 171045 Invoice Date : 1/17/2017  
**Total Due : \$618.00**

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 CDC** *CRA*  
**Payment Authorization Checklist**

Vendor Name: Florida Fishing Academy

Control No.: \_\_\_\_\_ Invoice No.: 0117

Invoice Date: January 25, 2017 Payment Amount: \$ 2,500-

Project Supervisor/Responsible Official: Doretha Jenkins

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed?	<i>[Signature]</i>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope?	<i>[Signature]</i>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received?	<i>[Signature]</i>
<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?	<i>[Signature]</i>
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<i>[Signature]</i>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CDC plan.	<i>[Signature]</i>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<i>[Signature]</i>

**The invoice and supporting documentation have been reviewed and it is approved for payment.**

*[Signature]* Date: 2-1-17

☐ 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 # 0117**  
**Date: January 25, 2017**

**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: JANUARY 1, 2017 to JANUARY 25, 2017

DESCRIPTION	Service Dates	AMOUNT DUE
Services rendered	Re: JANUARY 1, 2017 to JANUARY 25, 2017	\$2,500
Note: Refer to Monthly Report		
		\$2,500

**Class Overview: Please see attached report, Highlights section.**

Make all checks payable to  
**Florida Fishing Academy**  
**Thank you for your business!**





ATTN: Annetta Jenkins  
Riviera Beach CRA  
2001 Broadway STE 300  
Riviera Beach FL, 33404

Re: JANUARY 1, 2017 to JANUARY 25, 2017

	Annual Target	Current Month	November 2016 To Date
Community Events	2	0	0
Riviera Residents-Single Sessions	550	0	40
Riviera Residents-Camp	140	0	0
Non-Residents-Single Sessions	0	22	100
Non-Residents-Camp	0	0	0
Classes	55	0	5
Weeks of Camp	7	0	0
Volunteer Hours	0	0	0

#### Highlights

1/21/17

This past Saturday we partnered with the Palm Beach County VA Medical Center, Fisheries for Veterans and the FWC. We had 22 disabled veterans and support staff attend a day of fishing . The veterans caught triggerfish, snappers, grunts, kingfish and more. It was a great day! Several of the Veteran's were in wheel chairs and a couple were blind.

#### Challenges

Along with some windy and cold days, winter vacation limited our classes this month.

#### Volunteer Names

Nothing new to report.

#### Community Partners

Seagull Academy, Palm Beach VA Medical Center, Fisheries for Veterans and the FWC

#### Compliance

Nothing new to report.

#### Innovation and News

Nothing new to report.



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: Langton Associates  
Control No.: \_\_\_\_\_ Invoice No.: 017  
Invoice Date: January 25, 2017 Payment Amount: \$ 5,000  
Project Supervisor/Responsible Official: Annette Jenkins

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>[Signature]</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>[Signature]</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	<u>[Signature]</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>[Signature]</u>
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>[Signature]</u>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>[Signature]</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>[Signature]</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

[Signature]  
Approving Authority

Date: 2-1-17

☐ Payment approved by the Board of Commissioners by Motion No. 2015-29 or the Consent Agenda, at its meeting on 8-26-15. (If applicable)





grant writing, grant  
administration and  
intergovernmental  
relations

January 25, 2017

Invoice #: 017

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  
January 2017.

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

**RECEIVED**  
**JAN 27 2017**  
RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

## Riviera Beach CRA Grant Writing Report

Month: January 2017	
Grants Awarded	<ul style="list-style-type: none"> <li>Allegany Franciscan Ministries Foundation Tau Grant- <b>\$10,000</b> for Riviera Beach Heights Community Garden Expansion Program</li> </ul>
Grant Opportunity Research	<ul style="list-style-type: none"> <li>Affordable Housing Program from FHLB-ATL for Bougainvillea Court – <b>next cycle- need site control</b></li> </ul>
Technical Assistance	<ul style="list-style-type: none"> <li>Still waiting for next steps from Palm Tran.</li> </ul>
Communication with Staff	<ul style="list-style-type: none"> <li>1/5- follow up on AFM grant award and online reporting</li> <li>1/11- Discussion with Annetta regarding FMPP application opening</li> <li>1/25- scheduling conference call for week of 1/26</li> </ul>
Grants in Progress	<ul style="list-style-type: none"> <li>USDA- Farmers Market Promotion Program-               <ul style="list-style-type: none"> <li><b>Due March 27, 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>
Grants submitted	<ul style="list-style-type: none"> <li>State Farm- Good Neighbor Citizenship Company Grant for the clean and safe program. – <b>Not Funded</b></li> </ul>

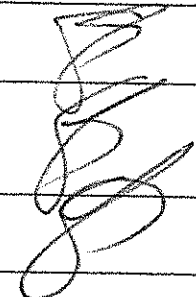
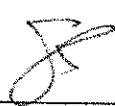
RECEIVED

JAN 27 2017


RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

Riviera Beach CRA  
Payment Authorization Checklist

Vendor Name: Michael Haygood  
Control No.: \_\_\_\_\_ Invoice No.: NC-90; NC-91  
Invoice Date: 2-1-17 Payment Amount: \$ 9169.00  
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>NA</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>E</u>
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>E</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.	<u>E</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

  
\_\_\_\_\_  
Approving Authority

Date: 2-1-17

<input type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>NA</u> or the Consent Agenda, at its meeting on _____ (If applicable)
--



**J. MICHAEL HAYGOOD, P.A.** | ATTORNEY AT LAW  
701 NORTHPOINT PARKWAY, SUITE 209  
WEST PALM BEACH, FL 33407

February 1, 2017

Riviera Beach Community Redevelopment Agency  
C/O Scott Evans  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404

Re: January Invoice

Dear Mr. Brown:

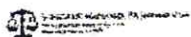
Attached are the statements for legal services from January, 2017, in the total amount of \$9,169.00.

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-90

Date: 2/1/17

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>
1/4/17	Document Preparation	J. Michael Haygood	2.4 hrs	\$265.00/Hr	\$636.00
	Preparation of resolution and deed for ICYG				
1/4/17	Document Preparation	J. Michael Haygood	2.9 hrs	\$265.00/Hr	\$768.50
	Research of new LLC statute and preparation of amendment to operating agreement.				
1/5/17	Revise Document	J. Michael Haygood	1.7 hrs	\$265.00/Hr	\$450.50
	Revised resolution for ICYG and quit claim deed.				
1/5/17	Document Preparation	J. Michael Haygood	1.9 hrs	\$265.00/Hr	\$503.50
	Finalized resolutions for rehabilitation programs.				
1/6/17	Phone Call	J. Michael Haygood	0.4 hrs	\$265.00/Hr	\$106.00
	Telephone conference with Arnold Broussard and Scott Evans.				
1/6/17	Meeting	J. Michael Haygood	2.4 hrs	\$265.00/Hr	\$636.00



*Attendance at CDE and LLC meeting.*

1/11/17 Meeting	J. Michael Haygood	4.7 hrs	\$265.00/HR	\$1,245.50
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*Attendance at CRA meeting.*

1/12/17 Meeting	J. Michael Haygood	2.7 hrs	\$265.00/HR	\$715.50
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*Meeting with CRA staff.*

1/18/17 Review Document	J. Michael Haygood	0.6 hrs	\$265.00/HR	\$159.00
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*Review of Notice of Suit and preparation of Notice to carrier.*

1/20/17 Telephone Conference	J. Michael Haygood	0.4 hrs	\$265.00/HR	\$106.00
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*Telephone conference with Arnold Broussard.*

1/20/17 Meeting	J. Michael Haygood	4.6 hrs	\$265.00/HR	\$1,219.00
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*Attendance at CRA Retreat.*

1/24/17 Telephone Conference	J. Michael Haygood	0.6 hrs	\$265.00/HR	\$159.00
------------------------------	--------------------	---------	-------------	----------

*Agent for Tom Thornburgh agent for liability carrier for CRA.*

1/24/17 Telephone Conference	J. Michael Haygood	0.4 hrs	\$265.00/HR	\$106.00
------------------------------	--------------------	---------	-------------	----------

*Telephone conference with Jim McGinn, agent for the Florida League of Cities.*

1/26/17 Research	J. Michael Haygood	2.5 hrs	\$265.00/HR	\$662.50
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*Dissolution of LLC's.*

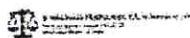
1/30/17 Document Preparation	J. Michael Haygood	3.4 hrs	\$265.00/HR	\$901.00
------------------------------	--------------------	---------	-------------	----------

*Preparation of Articles of Dissolution.*

<b>Hourly Fees Total</b>		<b>31.6 hrs</b>		<b>\$8,374.00</b>
--------------------------	--	-----------------	--	-------------------

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**Balance: \$8,374.00**



J. Michael Haygood, PA  
 701 Northpoint Parkway  
 Suite 209  
 West Palm Beach, Florida 33401  
 561-684-8311

# Statement

Invoice No: NC-91

Date: 2/1/17

**Bill to:** Riviera Beach Community Redevelopment Agency  
 Scott Evans  
 2001 Broadway  
 Suite 300  
 Riviera Beach, FL 33404

## Riviera CDC

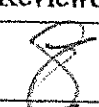

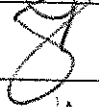


### Hourly Fees

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Time</u>	<u>Rate</u>	<u>Amount</u>
12/14/16	Document Review	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50
	Review of comments to draft Contract for Sale and Purchase				
1/20/17	Review Document	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50
	Receipt and review of Notice to Owners.				
1/20/17	Telephone Conference	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50
	Telephone conference with Peter Ray.				
1/27/17	Research	J. Michael Haygood	2.1 hrs	\$265.00/HR	\$556.50
	Rent restrictions for HOA's.				
<b>Hourly Fees Total</b>			<b>3.0 hrs</b>		<b>\$795.00</b>


**Balance: \$795.00**

# Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Torcivia, DONLON, Godreau, & Ansay, PA  
 Control No.: NA Invoice No.: 14412  
 Invoice Date: 12-8-16 Payment Amount: \$ 147<sup>00</sup>  
 Project Supervisor/Responsible Official: Michael Hargood

	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 ?	N/A
<input 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 ?	N/A
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	
<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.	

The invoice and supporting documentation have been reviewed and it is approved for payment.

  
 Approving Authority

Date: 2-1-17

<input type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>144</u> or the Consent Agenda, at its meeting on <u>NA</u> . (If applicable)
---

**TORCIVIA, DONLON,  
GODDEAU & ANSAY, P.A.**

701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407

Riviera Beach Community Redevelopment Agency  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404  
Attn: Darlene Hatcher

561-686-8700  
561-686-8764 fax  
www.torcivilaw.com

December 08, 2016

In Reference To: *General Employment Matters*

*Federal Tax ID 65-0195026*

Invoice # 14412

Professional Services

		Hours	Amount
11/17/2016 JO	Email response to L. Wagner; confer with M. Haygood; review of prior correspondence with M. Brown regarding E. Pasarell.	0.30	
11/29/2016 JO	Telephone conference with Lindsey Wagner regarding issues relating to Passarel matter; review of related materials.	0.40	
For professional services rendered		0.70	\$147.00
Total Balance due			\$147.00

Timekeeper Summary				
Name		Hours	Rate	Amount
Jonathan O'Connell, Senior Associate		0.70	210.00	\$147.00



## Conrad Koller

---

**From:** Hay Law <mhaygood@haygoodlaw.com>  
**Sent:** Monday, January 23, 2017 11:19 AM  
**To:** Conrad Koller  
**Subject:** Re: follow up on 3 items

Yes, I have reviewed the invoice from the Torcivia Law firm and approve the amount billed.

J. Michael Haygood  
J. Michael Haygood, P.A.  
701 Northpoint Parkway Suite 209  
West Palm Beach, Florida 33407  
Tel: 561-684-8311  
Fax: 561-686-8764  
E-mail: [mhaygood@haygoodlaw.com](mailto:mhaygood@haygoodlaw.com)

Attention: The information contained in this E-mail is attorney privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

On Jan 23, 2017, at 9:01 AM, Conrad Koller <[CKoller@rbcr.com](mailto:CKoller@rbcr.com)> wrote:

Mr. Haygood,

I wanted to follow up on 2 items we talked about on Friday and one new item.

1. We need a new date down letter for the MEC site
2. You were going to review and let me know the status of Invoice 14412 from Torcivia, Donlon etc. for \$147. They were going to show it to you. If you need a copy, let me know.
3. We received a new notice of non-payment. It is attached. Fyi, we anticipate paying weitz a big payment by the end of the week.

All the Best,

**Conrad Koller**

Accounts Payable Technician

<image002.png> 2001 Broadway, Suite 300 | Riviera Beach, FL 33404

P. 561.844.3408  
| F. 561.881.8043 [www.rbcr.com](http://www.rbcr.com)

<image003.png> <image004.png>

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

**Meeting Date:** 2/8/2017

**Agenda Category:**

---

**Subject:** CONTRACT AMENDMENT

---

**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
ICYG_MEMO.pdf	ICYG MEMO	2/2/2017	Cover Memo
ICYG_Update_resolution.pdf	ICYG RESOLUTION	2/2/2017	Resolution
ICYG_QUIT_CLAIM_DEED.pdf	ICYG QUIT CLAIM DEED	2/2/2017	Backup Material
ICYG_EXHIBIT_A.pdf	EXHIBIT A-BACKUP	2/2/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/2/2017 - 4:13 PM
CRA Internal Review	Evans, Scott	Approved	2/2/2017 - 4:13 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 upon 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 February 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 \_\_\_\_\_

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

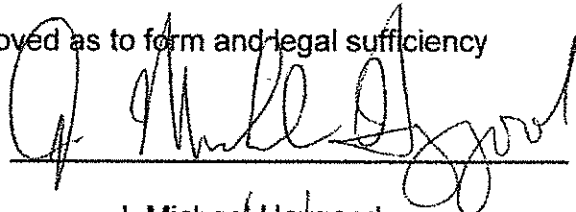
RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

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:

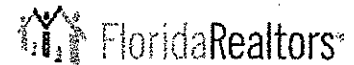
T. Davis Johnson

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 \_\_\_\_\_.

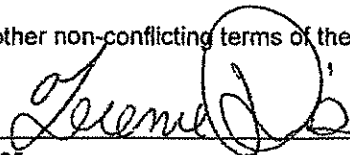
This extension will be on the same terms and conditions as stated in the original contract except:

\_\_\_\_\_

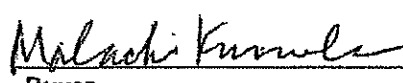
\_\_\_\_\_

\_\_\_\_\_

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.

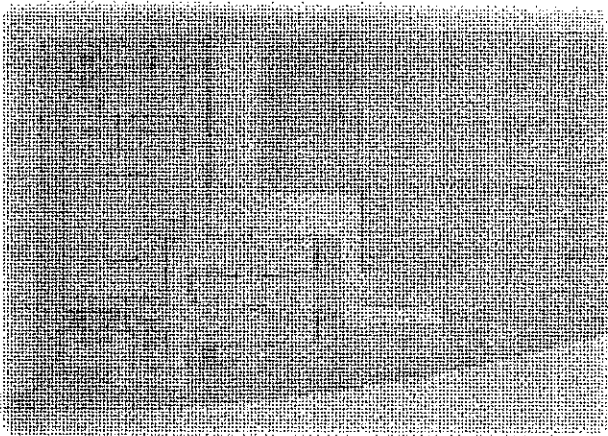
#### BACKGROUND:

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:

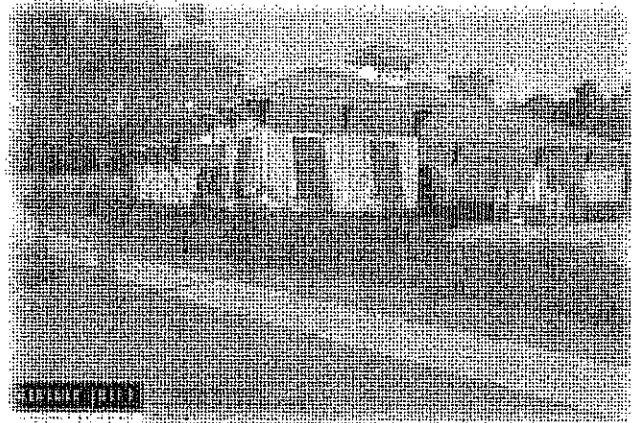
1. Submittal of architectural renderings for CRA review and comment.
2. Provide evidence of Site Plan approval from the City of Riviera Beach.
3. Provide evidence of construction funding for proposed project.
4. The option agreement provides that the purchaser has two years to complete the above during 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**

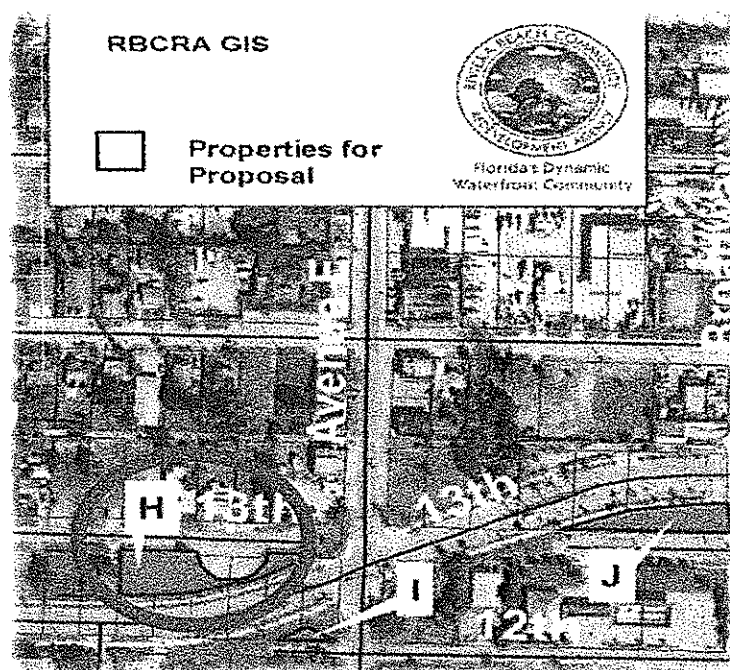


**ABOUT ICYG:**

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:**

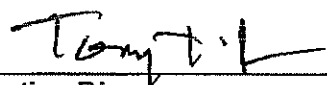
**SECTION 1.** The Commissioners of the Agency hereby approves the Option Agreement and Vacant Land Contract attached hereto for the property listed in Exhibit "A" thereto.

**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.

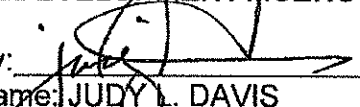
**SECTION 3.** This resolution shall be effective immediately upon its adoption.

**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:

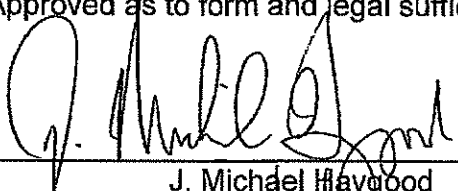
Bruce Guyton

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



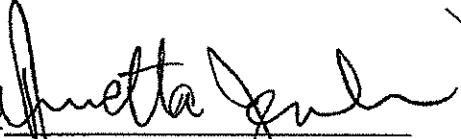
Riviera Beach, Florida

As To Optionee/Buyer:

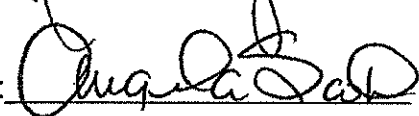
Malachi Knowles, President  
Inner City Youth Golfer's, Inc.  
1032 Center Stone Lane  
Riviera Beach, Florida 33404

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**

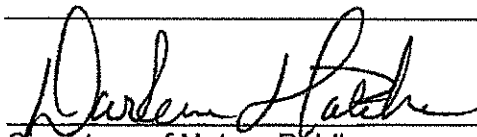
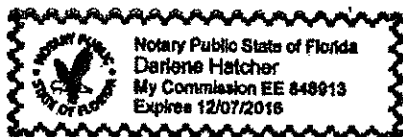
Riviera Beach Community  
Redevelopment Agency

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:

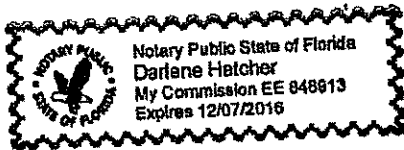
Name: MALACHI KNOWLES

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  
16\* 2. PURCHASE PRICE: \$ 12,000.00 payable by Buyer in U.S. funds as follows:  
17\* (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) on \_\_\_\_\_ by  
18\* \_\_\_\_\_ for delivery to J. MICHAEL HAYGOOD, P.A. ("Escrow Agent")  
19\* *Signature* *Name of Company*  
20\* (Address of Escrow Agent) 701 NORTHPOINT PARKWAY, SUITE 209, WEST PALM BEAC  
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\* 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

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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

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301 **15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow  
302 and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this  
303 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery  
304 of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross  
305 negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the  
306 deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and  
307 awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent  
308 consents to arbitrate.

309 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that are  
310 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining  
311 the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property  
312 lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and  
313 other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral,  
314 written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller,  
315 professional inspectors and governmental agencies for verification of the Property condition and facts that materially  
316 affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
317 levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or  
318 Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and  
319 Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's  
320 misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any  
321 task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or  
322 retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and  
323 Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve  
324 Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph  
325 will survive closing.

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

332\* \_\_\_\_\_  
333\* Selling Sales Associate/License No. \_\_\_\_\_ Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) \_\_\_\_\_

334\* \_\_\_\_\_  
335\* Listing Sales Associate/License No. \_\_\_\_\_ Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) \_\_\_\_\_

## 336 ADDITIONAL TERMS

337\* **18. ADDITIONAL TERMS:** SUBJECT TO THE FOLLOWING TERMS:

338\* (1) SUBMITTAL OF ARCHITECTURAL RENDERING FOR GRA REVIEW AND COMMENT.

339\* (2) EVIDENCE OF SITE PLAN APPROVAL FROM THE CITY OF RIVIERA BEACH.

340\* (3) EVIDENCE OF CONSTRUCTION FUNDING FOR PROPOSED PROJECT.

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342\* \_\_\_\_\_  
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358\* 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.

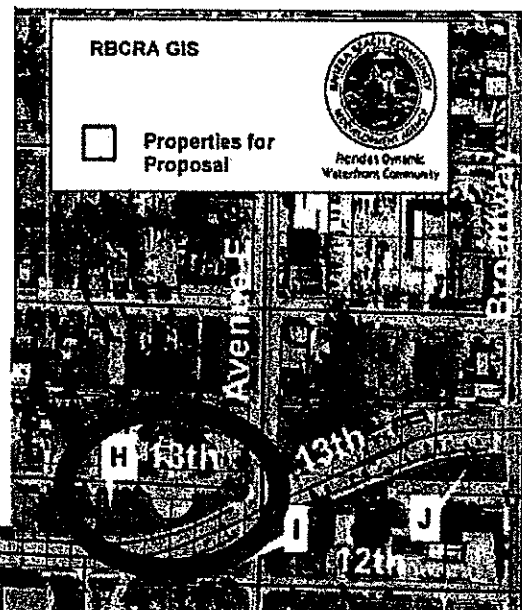
#### **ABOUT THE SUBJECT PROPERTY:**

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:** 2/8/2017

**Agenda Category:**

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**Subject:** REQUEST FOR BOARD APPROVAL OF MODIFICATIONS TO THE RIVIERA BEACH  
COMMUNITY REDEVELOPMENT AGENCY NEIGHBORHOOD INCENTIVES PROGRAM-  
SINGLE FAMILY HOUSING BEAUTIFICATION PROGRAM

---

**Recommendation/Motion:** APPROVAL OF MODIFICATION TO THE RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY NEIGHBORHOOD INCENTIVES PROGRAM,  
WITH A FY2017 BUDGET ALLOCATION OF \$300,000 FOR THE NEXT  
ROUND OF FUNDING FOR THE SINGLE FAMILY HOUSING  
BEAUTIFICATION PROGRAM.

---

<b>Originating Dept</b>	NEIGHBORHOOD SERVICES	<b>Costs</b>	
<b>User Dept.</b>		<b>Funding Source</b>	NEIGHBORHOOD SERVICES
<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:**

STAFF REQUESTS BOARD APPROVAL OF MODIFICATIONS TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY NEIGHBORHOOD INCENTIVES PROGRAM.

**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 NEW 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 AND RECLAMATION OF NEIGHBORHOODS, NOTABLE REVITALIZATION OF CRA NEIGHBORHOODS. THIS BOARD PASSED RESOLUTION NO. 2015-13, ADOPTING A NEIGHBORHOOD INITIATIVES PROCEDURE MANUAL ON FEBRUARY 11, 2015. THIS BOARD PREVIOUSLY APPROVED AN ALLOCATION OF \$2,200,001.00 FOR NEIGHBORHOOD SERVICES, INCLUDING \$300,000.00 FOR THE SINGLE FAMILY HOUSING BEAUTIFICATION PROGRAM.**

<b>Fiscal Years</b>	2017
<b>Capital Expenditures</b>	
<b>Operating Costs</b>	\$300,000
<b>External Revenues</b>	
<b>Program Income (city)</b>	
<b>In-kind Match (city)</b>	
<b>Net Fiscal Impact</b>	
<b>NO. Additional FTE Positions</b>	
<b>(cumulative)</b>	

### 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-Neighborhood_Incentive_Grant_Program.pdf	MODIFICATION TO THE RBCRA NEIGHBORHOOD INCENTIVES PROGRAM MEMO UPDATED	2/1/2017	Cover Memo

Update_resolution_approving_residential_grant_program.pdf	RESOLUTION APPROVING RESIDENTIAL GRANT PROGRAM	2/1/2017	Resolution
NEIGHBORHOOD_INCENTIVES_Procedures_-_Residential_Grant_aj_2-1-17.pdf	NEIGHBORHOOD INCENTIVES PROGRAM PROCEDURES	2/1/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/1/2017 - 4:35 PM
CRA Internal Review	Evans, Scott	Approved	2/1/2017 - 4:36 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, CRA

**COPY:** J. Michael Haygood  
General Counsel, CRA

**DATE:** January 31, 2017

**SUBJECT:** Request for Board Approval of Modifications to the Riviera Beach  
Community Redevelopment Agency Neighborhood Incentives Program.

### **REQUEST FOR BOARD ACTION**

Staff requests Board approval of Modifications to the Riviera Beach Community Redevelopment Agency Neighborhood Incentives Program.

### **BACKGROUND**

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 new 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 and reclamation of neighborhoods, notable revitalization of CRA neighborhoods. This Board passed Resolution No. 2015-13, adopting a Neighborhood Initiatives Procedure Manual on February 11, 2015, attached as Exhibit A.

Staff is proposing several minor modifications to the program, more specifically:

- ✓ Changing the name of the House of Distinction Program to the Single-Family Housing Beautification Program, incorporating the former Beautification Program.

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.

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 Neighborhood Incentives Program embraces this toolkit approach and provides procedures and documentation processes for implementation of various programs. An implementation schedule is attached as Exhibit B. The goals of the Neighborhood Incentives Program are to provide a framework for revitalization of Riviera Beach Heights, Park Manor and other CRA neighborhoods.

#### **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. Properties of Distinction Program)
3. **Deleted-Beautification Program (Incorporated in Single Family Housing Beautification Program)**
4. Neighborhood Safety Initiatives
5. Demolition/Replacement Housing Program
6. Major Rehabilitation/Restoration Program
7. Acquisition (Re)Construction Program
8. Emergency Repair Program

#### **FISCAL IMPACT**

This Board previously approved an allocation of \$2,200,001.00 for Neighborhood Services, including \$300,000.00 for this program

#### **RECOMMENDATIONS**

Staff requests Board approval of Modification to the Riviera Beach Community Redevelopment Agency Neighborhood Incentives Program, with a FY2017 budget allocation of \$300,000.00 for the next round of funding.

SE:aj

## RBCRA Neighborhood Incentive Program Proposed Rollout

<i><b>Proposed Date</b></i>	<i><b>Task</b></i>
February 8th	Submit Program Revisions & Roll-out Schedule to RBCRA Board of Commissioners
February 9 <sup>th</sup> – 28th	Prepare Collateral materials (brochures, flyers, webpage content, etc.)
Feb 15 <sup>th</sup> – Apr 24 <sup>th</sup>	Identify Points of Contact and disseminate collateral materials through Website, Churches, Daycare Centers, Restaurants, Convenience Stores, Community Centers, Boys and Girls Club, etc.
March 1 <sup>st</sup> – April 30th	Application Intake and Technical Assistance for Round II; Inspections and Work Write-ups
April 30 <sup>th</sup>	Round II Cutoff Date for Application Submission
May 1 <sup>st</sup> – May 30 <sup>th</sup>	Application Scoring & Incentive Underwriting
June 14 <sup>th</sup>	Submit Incentive Award Recommendations to RBCRA Interim Executive Director
Jun 15 <sup>th</sup> – Jun 30th	Execute Incentive Award Contracts with Incentive Recipients
Jul 15 <sup>th</sup> - Sep 30 <sup>th</sup>	Bid Process; Execution of Construction Contracts; Issuance of Notices to Proceed
Sep 1 <sup>st</sup> – Feb 28 <sup>th</sup>	Construction
Oct 1 <sup>st</sup> – Mar 7th	Monitor Compliance and Closeout Projects
Mar 14th	Submit Final Project Report to the Board of Commissioners



**RESOLUTION NO. 2017-\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE 2017 SINGLE FAMILY HOUSING BEAUTIFICATION GRANT PROGRAM FOR AN AMOUNT NOT TO EXCEED \$300,000 DOLLARS IN ACCORDANCE WITH THE APPROVED BUDGET; AND APPROVING THE 2017 NEIGHBORHOOD INCENTIVES PROCEDURE, AS REVISED, 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 the development of affordable housing and improved property values within their development area; and

**WHEREAS**, the Adopted Community Redevelopment Plan provides for the development of programs to encourage neighborhood redevelopment, programs 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

**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 Single Family Housing Beautification Program for an amount not to exceed \$300,000.00, and approves the 2017 Neighborhood Incentives Procedure attached hereto as Exhibit "A".

**SECTION 2.** This resolution shall be effective immediately upon its adoption.

[The balance of the page intentionally left blank]  
[Signatures are on the following page]

PASSED AND ADOPTED this \_\_\_\_ day of February 2017.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

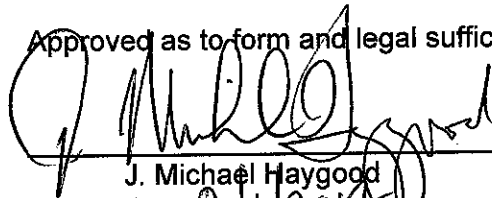
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

\_\_\_\_\_  
Executive Director

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. DAVIS \_\_\_\_\_  
L. HUBBARD \_\_\_\_\_  
D. PARDO \_\_\_\_\_  
T. JOHNSON DAVIS \_\_\_\_\_  
K. MILLER-ANDERSON \_\_\_\_\_

Approved as to form and legal sufficiency  
  
\_\_\_\_\_  
J. Michael Haygood  
Date 2/1/2017  
J. Michael Haygood, PA  
General Counsel to CRA

## Single Family Housing Beautification Program

**Program Funding: \$300,000**

**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>	Owner Occupied
<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 Interim Executive Director.

## **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 businesses. Properties are required to be insured (property/homeowners, including 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 that are 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 discretion of the Director of Neighborhood Services. 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 the 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 the 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

A 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, and 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 final specifications based on the inspection. The specifications 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, up to the maximum grant award. 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 specifications and bid submittal. Line items may be eliminated from the bid due to funding limitations.

The total cost of the contract may be reduced due to the elimination of line items from the specifications 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. A license from the Department of Business and Professional Regulations 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, certificates of completion, 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 requests 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/completion 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 for 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. Relationships 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.)

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

**Meeting Date:** 2/8/2017

**Agenda Category:**

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**Subject:** 2017 COMMERCIAL PROPERTY IMPROVEMENT GRANT

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**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:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo.ComGrantPrograms.pdf	MEMO	2/2/2017	Cover Memo
Resolution.Comm.Grant.Final.pdf	RESOLUTION	2/2/2017	Resolution

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
CRA	Hatcher, Darlene	Approved	2/2/2017 - 3:51 PM
CRA Internal Review	Evans, Scott	Approved	2/2/2017 - 4:13 PM




# RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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RIVIERA BEACH, FL 33404  
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## 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:** February 1, 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**

On January 11, 2017, the CRA Board considered the proposed Commercial Grant Incentive programs and requested that the program be amended to promote and incentivize the inclusion of surveillance and outside lighting equipment, and also to encourage the utilization of project workers from Youth Employment Programs. The programs underwriting criteria have been amended to include these preferences.

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 verify that all applicants are fully compliant with the grant guidelines. 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, installation of surveillance equipment, 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, the Properties of Distinction Program, and the Beautification Incentive for 2017, and the Evaluation criteria attached as Exhibit A.

## **2.1 Property Improvement Incentive Program**

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### **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.

## 2.5 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 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, adopt the "2017 Incentive Underwriting Criteria" attached hereto as 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 Property Improvement Grant 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 3.** The Chairman and Executive are hereby directed to take such action as is necessary to carry out the desire and intent of this resolution.

**SECTION 3.** This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED this \_\_\_\_ day of February 2017.**

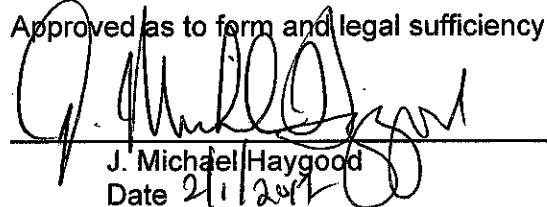
**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

\_\_\_\_\_  
Executive Director

Approved as to form and legal sufficiency



J. Michael Haygood

Date 2/1/2017

J. Michael Haygood, PA  
General Counsel to CRA

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. DAVIS \_\_\_\_\_  
L. HUBBARD \_\_\_\_\_  
D. PARDO \_\_\_\_\_  
T. DAVIS \_\_\_\_\_  
K. MILLER ANDERSON \_\_\_\_\_

<b><u>Riviera Beach CRA Economic Incentives Underwriting Criteria<sup>1</sup></u></b>				
<b><i>Criteria</i></b>	<b><i>Max. Points/ Evaluation</i></b>			<b><i>Notes</i></b>
<b><u>The Applicant/Business</u></b> 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	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>N/A</u></b>	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><u>Not Adverse</u></b> a) 0 pts b) 10 pts c) 10 pts		<b><u>Adverse</u></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			.
<b><u>The Project</u></b> 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 safety & security challenges by adding lighting & surveillance cameras <sup>6</sup> c) Addresses adverse environmental conditions				
	a) 5 – 20 points  b) 5 - 10 points  c) 5 - 10 points			See Blight Table below  <sup>6</sup> Maximum points will only be awarded to applicants who commit to making the video footage from the surveillance cameras

<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>**

Riviera Beach CRA Economic Incentives Underwriting Criteria <sup>1</sup>		
Criteria	Max. Points/ Evaluation	Notes
2. TIF Increase: a) Proof that the applicant's investment in in the project is at least a dollar for dollar (1:1) to the CRA's investment.	10 points	available to RBCRA's Police Department
<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.
Youth Employment Bonus: a) If applicant hires 2 or more youths from the Summer Youth Employment Program to work on the renovations associated with its project.	10 points	
<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 Career Source Palm Beach County's 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

## **Riviera Beach CRA Economic Incentives Underwriting Criteria<sup>1</sup>**

<i>Criteria</i>	<i>Max. Points/ Evaluation</i>	<i>Notes</i>
<b>Existing Business Impact:</b> a) More than four (4) employees residing in Riviera Beach b) 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 25% or more of total contract) on the improvements done on the project.  Evidence that contractor(s) domiciled in Riviera Beach received work (valued at 50% or more of total contract) on the improvements done on the project.	10 points   20 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*

<b>Points Assigned →</b>	<b>0 - 5</b>	<b>6 - 10</b>	<b>11 - 15</b>
<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

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

**Meeting Date:** 2/8/2017

**Agenda Category:**

---

**Subject:** ON THE JOB TRAINING INCENTIVE 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

<b>Fiscal Years</b>	2017
<b>Capital Expenditures</b>	
<b>Operating Costs</b>	\$100,000
<b>External Revenues</b>	
<b>Program Income (city)</b>	
<b>In-kind Match (city)</b>	
<b>Net Fiscal Impact</b>	
<b>NO. Additional FTE Positions (cumulative)</b>	

**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>
On_the_job_training_memo.pdf	ON THE JOB TRAINING INCENTIVE PROGRAM MEMO	2/2/2017	Cover Memo
Resolution.OJT.Fnl.pdf	ON THE JOB TRAINING INCENTIVE PROGRAM RESOLUTION	2/2/2017	Resolution

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
CRA	Hatcher, Darlene	Approved	2/2/2017 - 4:37 PM
CRA Internal Review	Evans, Scott	Approved	2/2/2017 - 4:38 PM






## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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# 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 On-the-Job Training Incentive Program.

### **REQUEST FOR BOARD ACTION**

The Agency is requesting the Board of Commissioners to approve a Resolution authorizing the 2017 On-the-Job Training Incentive Program for an amount not to exceed \$100,000 dollars. This is a new economic development program designed to create new job opportunities for local residents and assist local businesses to expand and train their workforce.

### **BACKGROUND / SUMMARY**

The Agency passed Resolution No. 2012-02, adopting an Economic Development Incentives Procedure Manual on January 25, 2012. The new grant program will be added to the Manual and implementation of the 2017 program will begin following approval.

The program provides financial assistance to employers for training eligible new hires to effectively perform their jobs. The Riviera Beach program will work closely with CareerSource Palm Beach County to provide an enhanced program for Riviera Beach residents and businesses.

Local businesses may be eligible for reimbursement of a percentage of wages paid to eligible new employees who are hired through CareerSource Palm Beach County and Complete the Riviera Beach CRA component of the program. The On-the-Job Training program has a proven track record of helping to increase work skills for new employees who are capable of transferring their skills and adapting to a new environment.

**Key Features**

- Hire, then train, workers for jobs that pay a minimum of \$15.00 per hour
- Reimbursements are calculated at up to 75% percent of the pay rate for the agreed-upon training period.
- Training, which closes the gap between applicant skills and job requirements, is provided by the employer at the job site while the trainee is engaged in productive work
- Funds help to offset lower productivity levels that are commonly related to a new employee

**Employer Commitments**

To be eligible, local businesses must be one of the programs targeted industries or hiring a position related to the targeted industries, be financially stable, in business for a minimum of one year, have a “bricks and mortar” location, and agree to:

- Sign an On-the-Job Training agreement and adopt a training plan PRIOR to applicant’s start date
- Provide occupational training so that employee participants are successful and retained as full-time employees
- Provide state-required workers’ compensation, or general liability insurance
- Pay employee-participants the same wages and benefits as other employees in comparable positions

**FISCAL IMPACT & SCHEDULE**

The Board approved Fiscal Year 2016/2017 Budget included funding for a Job Training grant program in the amount of \$100,000.00 This program would utilize those available funds accordingly.

**RECOMMENDATIONS**

Staff recommends Board approval of a Resolution authorizing the 2017 On-The-Job Training Incentive Program.

**RESOLUTION NO. 2017-\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE 2017 "ON THE JOB TRAINING INCENTIVE PROGRAM" FOR AN AMOUNT NOT TO EXCEED \$100,000 DOLLARS IN ACCORDANCE WITH THE APPROVED BUDGET; 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 economic development; and

**WHEREAS**, on January 25, 2012, the Board approved the Economic Development Incentives Procedure manual, providing guidelines for a "toolkit" of potential Incentives, and staff recommends expanding the toolkit by adding the "On the Job Training Program" and amending the Economic Development Incentives Procedure manual accordingly.

**BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Agency hereby authorizes the 2017 "On the Job Training Program" for a total amount not to exceed \$100,000 dollars with \$5,000 maximum gross wages reimbursement per employee as set forth in Exhibit "A" and amending the Economic Development Incentives Procedure Manual accordingly.

**SECTION 2:** The Chairman and Executive Director are hereby directed 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 February 2017.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

By: \_\_\_\_\_  
Name:  
Title: Chairperson

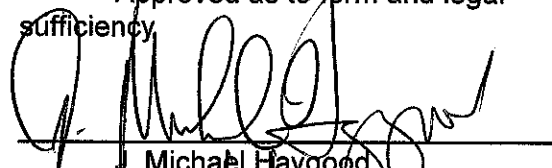
\_\_\_\_\_  
Executive Director

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 2/2/2017  
J. Michael Haygood, PA  
General Counsel to CRA

## ***Exhibit A***

Economic Development Incentive

### **2.6 On-the-Job Training Incentive Program**

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#### **2.6.1 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 On-the-Job-Training Incentive Program (OJT). This incentive will be instituted to accelerate commercial development in the CRA Redevelopment Area, create jobs that support other activities and to increase the supply of jobs in Riviera Beach. Targeted projects may include companies from the following industries:

- ✓ Communications/Information Technology
- ✓ Life Science
- ✓ Logistics Companies
- ✓ Business / Financial Services
- ✓ Clean Energy
- ✓ Green Technologies & Manufacture
- ✓ Boat Building/Maintenance
- ✓ Corporate Headquarters

This incentive targets full-time jobs (2,080 hours per year) that pay at least \$15.00 per hour.

The incentive is paid out over the benefit period (in quarterly installments) to hiring companies that are based within the CRA Redevelopment Area. The amount of the total grant contributed by the CRA to each grant recipient (hiring company) is a reimbursement of 25% of the gross training wage for the hiring company's trainee for that trainee's first six months of employment up to an aggregate total of \$5,000 for each trainee.

Only applicants (hiring companies that are based within the CRA Redevelopment Area) that are approved by Career Source Palm Beach County are eligible for this grant (see Appendix I for a description of Career Source's On-the-Job-Training Grant).. Applications to the OJT program will be accepted commencing on March 1st, 2017. The Riviera Beach CRA will initially budget a maximum of \$100,000 for this program, and reserves the right to adjust this figure based on the demand for the incentive.

#### **2.6.2 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 will collaborate with Career Source Palm Beach County on this task – RBCRA will refer potential applicants (hiring companies) to Career Source Palm Beach County so that they can participate in Career Source’s OJT Grant Program. If the applicants qualify for Career Source’s OJT Grant Program, Career Source will share information about RBCRA’s OJT Incentive, and it will encourage those applicants to apply for RBCRA’s incentive in addition to their OJT Grant Program. The application process will be seamless (RBCRA will accept a copy of the same application form that Career Source Palm Beach County utilizes).
3. RBCRA staff will disseminate an application form that is very similar to CareerSource Palm Beach County’s Application form for this incentive, and it will process the applications and make recommendations as to the eligibility of each applicant.

#### **2.6.3 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 OJT.
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 OJT.
4. In order to qualify for funding under the OJT 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.

#### **2.6.4 Underwriting Guidelines**

This process will be a “carbon copy” of Career Source Palm Beach County’s underwriting process.



### **2.6.5 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 OJT Grant, subject to the approval of the CRA Board of Commissioners.

### **2.6.6 Disbursement & Compliance Procedures**

1. Grant Payments – Subject to the terms and conditions of the Grant Agreement, the OJT grant shall be paid out over the designated benefit period, in quarterly installments. Each payment will be done as a 25% reimbursement of the Gross Training Wage paid out to the trainee in the preceding quarter.
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 Career Source Palm Beach County staff to verify that the required job positions are properly fulfilled and maintained.
4. RBCRA staff will perform monitoring exercises at least twice 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.

## ***APPENDIX I***



### **On-the-Job Training**

Funded through CareerSource Palm Beach County, On-the-Job Training provides financial assistance to employers for training eligible new hires to effectively perform their jobs.



Your business may be eligible for reimbursement of a percentage of wages paid to eligible new employees who are hired through CareerSource Palm Beach County. The On-the-Job Training program has a proven track record of helping to increase work skills for new employees who are capable of transferring their skills and adapting to a new environment.

### **Employer Benefits**

- ▮ Financial reimbursement to employers for the gross training wage during the training period (up to six months)
- ▮ Possible tax incentives and credits
- ▮ Free recruitment and pre-screened referrals of candidates for the position
- ▮ Reduced hiring and training costs

### **Key Features**

- Hire, then train, workers
- Reimbursements are calculated at 50 percent of the pay rate for the agreed-upon training period
- Training, which closes the gap between applicant skills and job requirements, is provided by the employer at the job site while the trainee is engaged in productive work
- Funds help to offset lower productivity levels that are commonly related to a new employee
- Public, private and non-profit organizations are eligible to participate



# Employer Commitments

To be eligible, your organization must be financially stable, in business for a minimum of one year, have a “bricks and mortar” location, and agree to:

- Sign an On-the-Job Training agreement and adopt a training plan PRIOR to applicant’s start date
- Provide occupational training so that employee participants are successful and retained as full-time employees
- Provide state-required workers’ compensation, or general liability insurance
- Pay employee-participants the same wages and benefits as other employees in comparable positions
- Not use the On-the-Job Training program to fill openings that were created by a lay-off or displacement in the previous 120 days