



Florida's Dynamic
Waterfront Community

AGENDA

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CITY OF RIVIERA BEACH, 600 W. BLUE HERON BLVD., RIVIERA BEACH, FL 33404,

REGULAR MEETING

February 22, 2017

Immediately following the Joint Workshop meeting

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 -
FEBRUARY 8, 2017 REGULAR BOARD MEETING MINUTES
2. APPROVAL OF MONTHLY VENDOR INVOICES

END OF CONSENT

REGULAR BUSINESS

3. 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
4. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FINDING THAT THE SITE PLAN APPLICATION TO DEVELOP THE SINGER ISLAND GATEWAY PROJECT LOCATED AT 2525 LAKE DRIVE FOR 135 CONDOMINIUM UNITS IS CONSISTENT WITH THE ADOPTED COMMUNITY REDEVELOPMENT PLAN; PROVIDING AN EFFECTIVE DATE
5. 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; THE SALE IS CONDITIONED UPON ICYG RAISING SUFFICIENT FUNDS TO CONSTRUCT A 2000 SQUARE FOOT BUILDING WITHIN 3 YEARS OF THE DATE OF THE DEED, CONSTRUCT THE BUILDING WITHIN 5 YEARS OF THE DATE OF THE DEED AND USE THE BUILDING FOR PUBLIC PURPOSES IN PERPETUITY; FINDING THAT THE SALES PRICE REPRESENTS THE 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.

6. PRESENTATION - PROPERTY OF DISTINCTION GRANT DEVELOPMENT PROJECT
7. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE PALM BEACH CONSULTING GROUP, LLC AND THE AGENCY; PROVIDING AN EFFECTIVE DATE. Added Late

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: 2/22/2017

Agenda Category:

Subject: 2.8.17 BOARD MEETING MINUTES

Recommendation/Motion: APPROVAL

Originating Dept	OPERATIONS MANAGER & PIO	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	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
2-8-17_CRA_Board_Meeting.pdf	2.8.17 MINUTES	2/15/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/15/2017 - 2:39 PM
CRA Internal Review	Evans, Scott	Approved	2/15/2017 - 2:40 PM

Riviera Beach Community Redevelopment Agency Meeting

City of Riviera Beach Council Chambers

2nd Floor, Municipal Complex

600 West Blue Heron Boulevard

Riviera Beach, Florida

Wednesday, February 8, 2017

6:00 p.m. to 9:19 p.m.

APPEARANCES:

Chair Terence Davis

Vice-Chair KaShamba Miller-Anderson

Commissioner Lynne Hubbard

Commissioner Tonya Davis Johnson

Attorney Michael Haygood

Interim Executive Director Scott Evans

Operations Manager & Public Information Officer Darlene Hatcher

1 CHAIR DAVIS: Good evening to everyone. I'm going to
2 welcome you all to the wonderful City of Riviera Beach, our
3 regular CRA Commission Board meeting on February 8th.

4 At this time we're going to call this meeting to order.

5 Madam Clerk, roll call, please.

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

12 CHAIR DAVIS: Thank you.

13 We're going to have a moment of silence and stand for the
14 Pledge of Allegiance led by Councilperson Hubbard.

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

16 CHAIR DAVIS: Thank you.

17 Are there any additions or deletions?

18 MR. EVANS: No, Mr. Chair.

19 CHAIR DAVIS: Substitutions?

20 Any disclosures by the commission or staff?

21 COMMISSIONER HUBBARD: I'm sorry, sir, I have an addition.

22 CHAIR DAVIS: We've already gotten past that portion. But
23 go ahead. What's the addition?

24 COMMISSIONER HUBBARD: I want to add the food truck for
25 Mr. Williams, as a discussion and deliberation, sir.

1 CHAIR DAVIS: Okay. Food truck. Item number 6A, food
2 truck update, is that what you're asking?

3 COMMISSIONER HUBBARD: A discussion or deliberation, update
4 will be included.

5 THE CLERK: 7.

6 CHAIR DAVIS: 7. Item 7.

7 Are those all the additions and deletions?

8 Back to any disclosures by commission or staff?

9 I will disclose that the golfers organization, I did have a
10 conversation with Mr. Knowles.

11 Anyone else?

12 Do we have a motion to adopt the agenda?

13 COMMISSIONER DAVIS JOHNSON: So moved.

14 VICE-CHAIR MILLER-ANDERSON: Second.

15 CHAIR DAVIS: Properly moved and second.

16 Madam Clerk.

17 (Vote taken.)

18 THE CLERK: Motion carries.

19 (Motion to adopt the agenda passed unanimously.)

20 CHAIR DAVIS: Now we have two items under consent. At this
21 time are there any items that you'd like to be removed from
22 consent?

23 COMMISSIONER HUBBARD: 2, number 3.

24 CHAIR DAVIS: You want the whole 2 or -- well, I guess you
25 have to put -- okay. Anyone else?

1 Motion to approve consent with item number 2 removed?

2 VICE-CHAIR MILLER-ANDERSON: So moved.

3 CHAIR DAVIS: Do we have a second?

4 COMMISSIONER DAVIS JOHNSON: Second.

5 CHAIR DAVIS: Madam Clerk.

6 (Vote taken.)

7 THE CLERK: Motion carries.

8 (Motion to approve consent with item number 2 removed passed
9 unanimously.)

10 CHAIR DAVIS: Commissioner Hubbard, would you please, so we
11 can make sure we get all your information into the record,
12 microphone, please. Thank you.

13 Item number 2. Commissioner Hubbard.

14 COMMISSIONER HUBBARD: Yes. There are two items that I
15 want to get clarification on. It's the grant writing and the,
16 and the attorney fees.

17 First -- the grant writing is first. Have we recently
18 received any grants from Langton Companies -- Langton and
19 Associates?

20 MS. JENKINS: Annetta Jenkins, Director of Neighborhood
21 Services.

22 Yes, Commissioner, we received a substantial grant through
23 the TD Charitable Foundation, a national grant of 100,000;
24 10,000 from Allegany Franciscan; and a smaller grant from Bank
25 United in the last few weeks. In addition a \$10,000 grant from

1 Bimbo Bakeries, a local or regional company in the area.

2 COMMISSIONER HUBBARD: You mentioned the grant for
3 \$100,000. Tell me about that one, because that was not one that
4 I saw here.

5 MS. JENKINS: It may have been on the December -- it's been
6 in the last 30 days so it may have been on the December report.
7 But it was a competition for a national grant for a project for
8 housing development; and we received it for a project we're
9 developing on Avenue J, attempting to develop.

10 COMMISSIONER HUBBARD: Okay. So we are beginning to
11 receive grants through this company.

12 So I want -- thank you, Ms. Jenkins.

13 Mr. Evans, I want to know what projects are we working on
14 right now to the tune of almost \$8,000 a month that you are
15 incurring legal fees for.

16 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. I think this is
17 our -- this invoice is pretty much in line with our regular
18 monthly expenditures. So if you look at our expenditures on
19 legal services in the last -- actually you can go back about 36
20 months. Each month it's somewhere around this range for just
21 general Board preparation, agenda item review, and just regular
22 CRA business approved by the Board for us to pursue.

23 COMMISSIONER HUBBARD: And that's my question. It's like
24 somebody not reading your meter every month, you get the same
25 bill, the same bill, the same bill every month. That's why I'm

1 asking you, with no activity at the CRA, with nothing really
2 going on at the CRA, for us to incur anywhere from 8,000 to
3 \$10,000 a month in legal fees, it's something to be said for
4 that. So imagine when we start actually having projects occur
5 and things to go on. So that's, again, that's why I'm asking.
6 It needs to be not just, you know, day-to-day activities; we're
7 not doing anything day-to-day. And I think \$8,000 a month for
8 you to say for just regular authorized activity is not a
9 sufficient, not a sufficient answer.

10 INTERIM EXECUTIVE DIRECTOR EVANS: Well, we've provided
11 detailed billing. So for every single line item on
12 Mr. Haygood's invoice he provides actually which project or task
13 he's working on.

14 COMMISSIONER HUBBARD: I don't see it.

15 So what projects -- and I see what you're referring to, but
16 I'm just not understanding when you say -- you might say
17 document preparation for each individualized thing here for
18 the -- wow. It's -- there's something I guess to be said for
19 this much every month and then there's no real activity going on
20 down at the CRA. And that's my point that I wanted to, that I
21 wanted to bring out.

22 I don't know if it's sufficient with the rest of my
23 colleagues or if they think that this is satisfactory, but I
24 thought that we needed to bring this up. We have no activity
25 going on and we're paying anywhere from eight to ten thousand

1 dollars every month for legal fees.

2 Thank you.

3 VICE-CHAIR MILLER-ANDERSON: Chair.

4 CHAIR DAVIS: Vice-Chair.

5 VICE-CHAIR MILLER-ANDERSON: I know a few months back I had
6 requested more of an itemized type bill, invoice to be sent.
7 And I think you were sending those via e-mail. Are we still
8 sending those every month?

9 INTERIM EXECUTIVE DIRECTOR EVANS: We're now providing the
10 itemized one right in the Board packet.

11 VICE-CHAIR MILLER-ANDERSON: That doesn't really, that
12 doesn't say a whole lot.

13 Telephone conference with Jim McLynn, agent for Florida
14 League of Cities. I mean that doesn't really say what -- I mean
15 a telephone conference could be, you know, where are we going
16 for the next conference. I think we need to have a little more
17 specifics as to what it's entailing. And I do believe the other
18 one told a little bit more. Not as much as I had been looking
19 for.

20 I do -- I mean I somewhat share the same concerns in the
21 fact that it, it's a lot, it's a lot of money. And I do
22 understand legal fees are not -- don't come cheap. But as
23 Ms. Hubbard pointed out, with there being -- I won't say there's
24 nothing going on over there. It's not as active probably as we
25 have been in the past. So a lot of these things are somewhat

1 routine maintenance type conversations, or preparations of
2 documents, that we probably need to take a look at the, take a
3 look at this and just see if we're really needing to do some of
4 the stuff that's being done. It may not need to be done every
5 month. I mean in terms of tonight, I mean I'm okay with it, but
6 I do think it's a conversation to be had in going forward. At
7 least until things pick up over there.

8 Thank you.

9 CHAIR DAVIS: Okay. Any other questions by any members of
10 the Board?

11 Okay. Madam Clerk. Motion for item number 2, please.
12 (Vote taken.)

13 THE CLERK: That motion carries, with Commissioner Hubbard
14 dissenting.

15 CHAIR DAVIS: That's the end of consent at this time. Now
16 we're going to item number 3.

17 MR. HAYGOOD: A resolution of the Board of Commissioners of
18 the Riviera Beach Community Redevelopment Agency authorizing the
19 execution of a quit claim deed by and between the agency and the
20 Inner City Youth Golfers, Inc., for various properties
21 specifically designated in Exhibit A for a total of \$12,000 for
22 the construction of a youth educational and golf center museum
23 within five years of the date of the deed and to be used for not
24 for profit purposes in perpetuity; finding that the sales price
25 represents fair value; directing and authorizing the chairman

1 and executive director to take such actions as shall be
2 necessary and consistent to carry out the intent and desire for
3 the agency; providing an effective date.

4 CHAIR DAVIS: Do we have a motion?

5 VICE-CHAIR MILLER-ANDERSON: So moved.

6 CHAIR DAVIS: Properly moved. Do we have a second?

7 COMMISSIONER DAVIS JOHNSON: Second for discussion.

8 CHAIR DAVIS: Do you want to go into the presentation or do
9 you want to start the discussion after?

10 COMMISSIONER DAVIS JOHNSON: Presentation.

11 CHAIR DAVIS: Presentation.

12 INTERIM EXECUTIVE DIRECTOR EVANS: At the CRA meeting on
13 December 14th and then again on January 11th the Board discussed
14 a potential contract amendment for the previously approved sale
15 of property to Inner City Youth Golfers, Incorporated.

16 They are proposing to close on the property while they
17 continue to raise funds to build a youth golf training center
18 and museum.

19 At our most recent January meeting our start time was
20 delayed by the City Council meeting and Mrs. Essie Knowles, who
21 is their executive director, was unable to stay to provide a
22 presentation and the Board requested to move the item to the
23 next commission meeting.

24 ICYG have expressed that their fund raising activities have
25 been limited by the fact that they have not closed on the

1 property.

2 The project has received site plan approval by the City
3 Council and the CRA. And we've prepared a deed restriction that
4 the property if sold by the CRA Board could only be used for a
5 youth golfing center, and that construction must be completed in
6 five years or the property ownership may revert back to the CRA.

7 Essie Knowles, the executive director of ICYG, is in
8 attendance tonight and has prepared a presentation, including a
9 video of their program and efforts. With your consent I would
10 like to allow her to present from the podium. And I believe
11 they provided a video to Walter and the City AV.

12 (Video played.)

13 MS. KNOWLES: Good afternoon. Mr. Chairman, members of
14 the Board of Commissioners, friends, neighbors, good evening.

15 My name is Esmeralda H. Knowles. I live at 1032
16 Centerstone Lane in Thousand Oaks, Riviera Beach, Florida. I'm
17 the executive director of Inner City Youth Golfers, an active
18 501(c)(3) organization which was started in this city in 1999.

19 As requested I was present for a while for your last CRA
20 meeting on January 11th, 2017, but after a while unfortunately I
21 had to leave to go to work. I left a letter which I understand
22 was read into the record. And I also left Mr. Toby Harnett,
23 president of Harnett Building Group, who has expressed a very
24 serious interest in building our facility for us; and Claudio
25 Silvaggi, construction manager for Chrysler of Canada, who

1 serves as ICYG's finance adviser. Both are intimately
2 knowledgeable about the project. Mr. Harnett will be joining
3 our board of directors during our next board meeting.

4 ICYG continues to fill a need where there is a void for at
5 risk children 8 to 18 years old; using the game of golf as a
6 catalyst to cause our youth to focus their attention on doing
7 the right thing in life. Our signature initiative, Say No to
8 Drugs, Say Yes to Education, Culture and Golf. As a matter of
9 fact, this past Saturday ICYG and the Riviera Beach Parks and
10 Recreation Department launched a series of golf orientations in
11 the library conference room. We are very proud of the
12 established relationship, the MOU. And I am pleased to announce
13 that we had 50 plus students and adults present.

14 In 2005 my husband, Malachi Knowles, founded the African
15 American Golfers Hall of Fame. And in 2010 he founded the
16 African American Collegiate and Youth Golfers Hall of Fame.
17 These are the only ones in the country. Coupled with the ICYG
18 Learning Center and both Hall of Fames, a historic facility will
19 be one of a kind in the United States; more specifically in
20 Riviera Beach, Florida.

21 The CRA offered several pieces of property for sale; six
22 remnants at or about the dead end of the 13th and E Streets were
23 offered. For the longest time we have had a desire to have our
24 own building, our own learning facility, and this is perfect for
25 us. It is virtually right across the street from two

1 institutions that work with kids each and every day; that's the
2 Boys and Girls Club and the Maritime Academy. We have already
3 been working with the Boys and Girls kids. We will be
4 developing a partnership with the Maritime Academy physical
5 education department as well.

6 The City does not own a golf course, practice facility, or
7 a driving range. So we decided that we would somehow make this
8 location work, using simulators inside the building. We
9 discussed our idea with Mr. Evans. ICYG went to the drawing
10 board and consolidated them to fit this project design.

11 We then not one dollar per remnant but offered the CRA the
12 fair market value of \$12,000 for the property, and it was
13 accepted.

14 Unlike most huge foundations that have endowments, the
15 funds, grants, et cetera, raised by ICYG during each year is
16 used for ongoing programs and activities. So we've not sitting
17 on \$400,000 to build the ICYG Learning Center and Museum.

18 All of the financial -- excuse me -- institutions sound
19 very interested when we show them that this facility will serve
20 our youth, and more importantly become an historic site. But
21 after the excitement, to get support and specifically bank
22 funding for construction, as we met with, "Do you have the title
23 to the land?" Or, "Do you own the land?"

24 So we know that we can do this with your support. I'm
25 sorry. Please approve our closing.

1 These are some additional pictures of our program. That's
2 at the Boys and Girls Club. That's in the learning center at
3 Port St. Lucie. That's at Sandhill Crane Golf Course, Palm
4 Beach Gardens. That's at the Kids Fitness Festival of the Palm
5 Beaches, that's every July. And that's the group picture at the
6 City library conference room this past Saturday.

7 And I'd like to call on Toby Harnett, with Harnett
8 Construction, to give you additional information on the
9 building.

10 MR. HARNETT: Good evening.

11 Right now we have some preliminary drawings slated for a
12 3500 square foot building.

13 CHAIR DAVIS: Excuse me. Please identify yourself for the
14 record.

15 MR. HARNETT: Oh, I'm sorry. Toby Harnett, Harnett
16 Building Group.

17 The building, like I said, there's some preliminary designs
18 floating around. We're in the process of getting them
19 rearranged a little bit to keep some costs down so we can
20 present that to some of the grant institutions and banking
21 institutions to hopefully get some funding to start building as
22 soon as possible. It seems like it would be a great complement
23 to the Boys and Girls Club and Maritime Academy and the Marina.

24 CHAIR DAVIS: Thank you, sir.

25 Do you have any other presenters, Ms. Knowles?

1 MS. KNOWLES: No. That concludes our presentation. And I
2 believe the gentleman upstairs has some additional video that he
3 was going to show.

4 CHAIR DAVIS: Okay. And once we watch this we'll go to
5 public comment.

6 (Video played).

7 CHAIR DAVIS: Thank you.

8 We're going to go to public comment. We have three public
9 comment cards.

10 Ms. Bonnie Larson.

11 MS. LARSON: I read the backup on this, and we initially
12 gave them an option to purchase this property several years ago.
13 The rent was only 2,500 a month. That was just for maintenance.
14 And that money would go towards the purchase price of only
15 \$12,000. So now here we are, fast forward, now we're in 2017.

16 My first thought was, you know, if you have a dream, it's
17 good to have dreams no matter what age you are but you have to
18 have a decent amount of realty with it. We can't always do what
19 we want to do if we don't have the money for it.

20 We spent several years now -- 12,000 is not a lot of money.
21 We have two people involved in this. Twelve thousand is like
22 nothing. And I understand the banks don't want to give them
23 money. Friends, family, you could mortgage your house, there
24 are a number of things you can do to come with \$12,000. But if
25 you don't have \$12,000, how are you going to pay for it the rest

1 of the time, is what I'm concerned about.

2 And it said here, okay, the new proposal now is to amend
3 the thing so they don't have to have their financing before we
4 give the quit claim deed. A number of things with the quit
5 claim deed that I found a little odd. Oh. You're going to
6 require it be exclusively for this center. Well, what if this
7 whole thing falls through and you've already gone ahead and done
8 a deed for it that way. We don't want to box ourselves in.

9 Now it says here, grantor for and in consideration of the
10 sum of \$10. Now I know that's a fairly normal thing to do. But
11 on this deed I don't see \$12,000 anywhere. It says \$10. And I
12 know real estate projects do that. But nowhere does it say
13 \$12,000. Are they going to pay for it?

14 Then it says that they can have -- to use in perpetuity.
15 We shouldn't do anything in perpetuity. Nothing is guaranteed
16 except those taxes.

17 For nonprofit purposes. And at such time the interest
18 and -- will terminate completely and the grantor, its successors
19 and assigns; so it's not just you're giving it to these people,
20 they can have assigns. And it says, and assigns shall have the
21 right of re-entry on that occasion and take full position of as
22 well as title to the real property. So it's not just these
23 people you're approving, it's to whomever they assign the
24 property. That should not be.

25 The other thing I'm concerned about is that we're setting a

1 precedent here. Why wouldn't every nonprofit now come in and
2 say, hey, I want some property. You don't know about that
3 person.

4 It's right on 13th Street, which is a good location
5 actually. If that little parcel were combined with the one next
6 to it you could have something decent there. So don't do it
7 just for this center, and don't do anything in perpetuity.

8 But if others, family, friends, finances won't give you
9 \$12,000 in six years or so, something is wrong here. They have
10 a financial adviser. Something is wrong.

11 Thank you.

12 CHAIR DAVIS: Ms. Mary Brabham.

13 MS. BRABHAM: Good evening. Ms. Mary Brabham, Riviera
14 Beach.

15 I -- it is not the program that is in question. It is how
16 the transactions are being conducted. Last time when this was
17 on the agenda I spoke, because I referenced, I know and
18 Mr. Malachi knows, not as an associate but as someone that's
19 literally in the community, I know for a fact that they have
20 banquets up in North Palm Beach, because some of my associates,
21 I will say my associates, has attended them.

22 And just looking at how this has been conducted, it boils
23 down to still business as usual. And when I read this, T.D.
24 Davis, the chairperson, would execute this, he will execute the
25 signing of this, along with you council representatives. So I

1 don't know whether you all really, really read the extent of the
2 backup.

3 Perpetuity. Who does anything like that? That should
4 never be in any contract. Never.

5 I know that you all perhaps like the Knowles, which is
6 fine, I like them too. But if we are going to do business and
7 do it right, we have to do what is right.

8 Now from 2014, the resolution 2014, it extended it for
9 another 24 months. And those are not just parcels. We look at
10 those as being prime properties in the CRA. So I'm sure that
11 they would want to do this. But it's how they would do it, to
12 execute -- that says that they really want to do this and not
13 just pander and not just pedal this, because this is what it
14 looks like to the general public. Perception is everything.

15 And if we do this quit claim deed without paying it off,
16 that's just like my car or my home or something, when it's not
17 paid off they can't give me a release of lien.

18 So if we are to do this, let's do this right. And if they
19 really, really want to be this partner, this great partner in
20 the city here, they will step up to the plate and stop pandering
21 and stop peddling this, stop amending it.

22 If you read the mission statement here it says funds from
23 public/private sources, gifts, grants, donations from
24 individuals, corporations, foundations, businesses, federal,
25 state, county and local governments. He has a networking

1 system, both of them. And I do respect their admiration, but
2 this is business; and this should not be business as usual. If
3 we are to be better and hold everybody accountable for coming in
4 here, we need to do the things and put the policies and
5 procedures that are there to make these things work and make
6 everyone -- that word perpetuity, it shouldn't be there.

7 Thank you.

8 CHAIR DAVIS: Thank you.

9 Ms. Margaret Shepherd.

10 MS. SHEPHERD: Margaret Shepherd, Riviera Beach.

11 While I agree with everything that has been said, listening
12 to Ms. Knowles, my heart ponder very heavy because Mr. Knowles,
13 I'll never forget the first time I ever laid eyes on him, it was
14 in Ivy Green, I saw this great big man coming across the field
15 with some golf clubs, and the children, about 300 of them, was
16 running toward him. And listening to the children that's being
17 killed I often wonder what can we do to make children more
18 accessible to tennis and golf and not only just basketball and
19 football. Do we put a price tag on their life?

20 I understand, and I agree, and I feel that as we put our
21 new model on the line, change the culture, how do we change the
22 culture. Culture must first begin with us.

23 And being that my granddaughter, Summer, was with the AKA,
24 I know for a fact the money can be raised. And you're only
25 giving him what, 24 months? And I suggested to them as I did

1 with Mrs. Myrtis Burke and AKA, that we sold dinners and candy
2 apples. We did it all. And the first year Summer ran it was
3 4,000, the next year it was I think 5,000, and the next year was
4 6,000. So I know it can be done with a little work. And I
5 don't want to damper everything on just we can't do this, we
6 don't do this. We can do it, yes, we can, we can do it.

7 I encourage Malachi Knowles. I know he is a man of his
8 word. I don't know his wife too much, but my heart went out to
9 her because I think her whole thing is children. How do we say
10 no to children? And as I was over to look at the children at
11 the little thing they had for the recreation department I made
12 up my mind that I will come today and speak and say that we have
13 to sometimes step aside and see what can we do. We give money
14 to everybody, whenever they come up.

15 We're talking about children that don't have accessibility
16 like Tiger Woods and the McGann girls. My thing is what can we
17 do to help children move forward.

18 My heart go out to the Knowles because I know it's hard
19 raising money now. And I know the last couple of years working
20 for the AKA it was strenuous, and I gave it up. But I know you
21 can make that money. I would like to make suggestions to them,
22 start out working with them, and try to see if we can raise that
23 money through dinners and just whatever we can to move the city.

24 I hope that you all pass this resolution to allow them to
25 move forward. If they fail, then you take the land back.

1 That's what I say, take it back.

2 But right now I think that they -- we need to step up, and
3 the CRA and the City, and make sure our children not just play
4 football, basketball. You know, they have computers over there,
5 they have reading programs, that's what we need for our
6 children. My granddaughter, you gave her that accessibility. I
7 ask you and I beg you, give them the accessibility to move
8 forward.

9 But I do agree with everybody, we are losing money at the
10 City. But I think this is something that we should take into
11 consideration.

12 Thank you.

13 CHAIR DAVIS: Thank you.

14 We're going to come back to the Board. Do you want to ask
15 any questions, Mr. Haygood, about this -- Ms. Knowles, do you
16 have something you want to say?

17 MS. KNOWLES: Yes.

18 CHAIR DAVIS: Please do.

19 MS. KNOWLES: I need to clarify something regarding the
20 \$12,000. The way the contract was written, they gave us three
21 items that we needed to have in order to be able to close on the
22 land. We succeeded in the first two. And the third item said
23 that until we raise the funds to build the building we could not
24 close on the land. We have had the \$12,000 since we have signed
25 the contract back in 2014. We have not been able to execute the

1 closing of the land because of this clause that sits in this
2 contract. All we're asking for is to remove that clause so that
3 we can pay the remainder of the \$12,000. And I have the check.
4 Which I have been trying to give each single time, and I get it
5 back.

6 So if that is the only issue regarding the close, we have
7 the money to pay for the land. We are not asking for the land
8 for free.

9 Thank you.

10 CHAIR DAVIS: I'll hold my questions for any of my
11 colleagues that have any questions on this item.

12 COMMISSIONER HUBBARD: I have some comments.

13 CHAIR DAVIS: Go ahead.

14 COMMISSIONER HUBBARD: The concerns that I would have is
15 that, one, would be the ability to transfer or to assign the
16 property to another person or agency or group. We had that
17 problem with the deal on the Ocean Mall. My thing is this:
18 Even if they bought it for \$12,000 straight out from the City of
19 Riviera Beach, which is evidently the price that was agreed upon
20 for the property, it is still a good deal, it's still a good
21 sale for the ICYG group. But I would not want to extend the
22 same courtesy to any other agency.

23 If they mortgage that -- if you are allowed to mortgage
24 that property or to put it up as collateral for the building of
25 your project, then that would mean that we could lose it as we

1 did with the Ocean Mall process.

2 So one question is, when you talk about a third party
3 assignment, is that what you're referring to? Is there a need
4 to get a mortgage on this property or what? That's one question
5 that I do have.

6 The other question is if you buy it outright and you build
7 a golf center on it, then it's, the in perpetuity goes away
8 because you would have bought it outright and you would be using
9 it for that.

10 The other thing is, why, if you were going to pay the
11 \$12,000 outright, why would we need to transfer it in the amount
12 of \$10? That's what isn't clear in the backup. And Ms. Larson
13 pointed it out, and I can point it out to you if you didn't see
14 it in the backup.

15 So those are some of the questions that I'll start with
16 that we can get some answers to or that we can discuss.

17 CHAIR DAVIS: Go ahead, Mr. Haygood.

18 MR. HAYGOOD: First of all, the property before it was
19 agreed to be sold to ICYG went through the procedures that was
20 set forth by this Board as far as selling property. It was
21 advertised, requested proposals for it, and this was the
22 proposal that was accepted.

23 In regards to this question about perpetuity, the idea was
24 that even if they built a center we wanted to make sure that no
25 time in the future they would be able to convert the building

1 say into residential use. That's why we said that it had to be
2 used for public purposes in perpetuity.

3 As far as this question about the assigns, the grantor, the
4 grantor being the CRA, its successors and assigns should have
5 the right to re-enter, so it's protecting the CRA. And as you
6 know, the CRA only has a certain life period and the property
7 reverts to the City. This was an attempt to ensure that the
8 property would continue to be used in perpetuity for public
9 purposes.

10 As it relates to the preamble saying the consideration is
11 \$10, that's just standard, it has nothing to do with the amount.
12 On every deed you see, if property sold for three million
13 dollars it will say \$10. It's just common usage that is used in
14 deeds.

15 CHAIR DAVIS: Okay. Thank you.

16 Any other questions by any members of the Board?

17 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

18 CHAIR DAVIS: Ms. Johnson.

19 COMMISSIONER DAVIS JOHNSON: Thank you for your
20 presentation. I wasn't aware that the organization had the
21 money to cover the cost. It always came across as if you needed
22 the additional time in which to come up with the monies in order
23 to satisfy the cost of the purchase. I -- staff, were you aware
24 that they were prepared to pay it off?

25 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

1 MR. HAYGOOD: I think the issue wasn't so much them paying
2 the \$12,000. The issue was whether or not they would be able to
3 prove they had enough money to build it.

4 COMMISSIONER DAVIS JOHNSON: I understand that. But having
5 her say, you know -- because that was a concern of mine, why
6 would we allow you to have the additional time to come up with
7 the balance, in addition to the additional time that you would
8 need in order to raise the funds for your construction. So that
9 was just a little convoluted to me.

10 And so where do you stand in your fund raising efforts? I
11 have not heard any conversation about any fund raising efforts
12 that have taken place in order to get you closer to your goal.
13 Has anything been undertaken or happened that we are not aware
14 of?

15 MR. HARTNETT: Can I speak on that?

16 We currently have approximately one third of the building
17 cost in reserves. So the fund raising has been going well.
18 It's personal funds. It's fund raising. I don't know if you
19 have that document.

20 COMMISSIONER DAVIS JOHNSON: I guess we don't see the cost
21 of the construction.

22 MR. HARTNETT: The estimated cost of construction is -- you
23 know, we're still in design phase, so we're thinking three fifty
24 to five hundred thousand.

25 COMMISSIONER DAVIS JOHNSON: And you have one third of

1 that --

2 MR. HARTNETT: Yes.

3 COMMISSIONER DAVIS JOHNSON: -- you're saying in reserves?

4 MR. HARTNETT: Yes.

5 COMMISSIONER DAVIS JOHNSON: Of the three fifty or the five
6 hundred?

7 MR. HARTNETT: Of the five.

8 COMMISSIONER DAVIS JOHNSON: So, Mr. Haygood, did I
9 understand you correctly in saying that we are the assign, that
10 property would revert back to us?

11 MR. HAYGOOD: Yes. The grantor, being the CRA, would have
12 the right to re-enter and take the property if they did not
13 complete the terms, which include, number one, building it
14 within the five-year period; and the second one would be if they
15 violated this provision that is in perpetuity, that it had to be
16 public purpose. So if they decided to sell the property, the
17 City or whoever is the successor and assigns to the CRA would
18 have the right of re-entry. Which would give you the right to
19 enforce the provisions of the agreement.

20 COMMISSIONER DAVIS JOHNSON: And why do we need five years?

21 MR. HARTNETT: Well, as you know, it's quite difficult to
22 raise funds. And I think we've heard some comments about that.
23 Just basically, it just gives us enough time to raise funds and
24 construct. Because I believe the clause says that it has to be
25 constructed within five years.

1 So, you know, raising the funds may take a couple years.
2 There could be design changes in that time due to how much funds
3 we get or how much funds we raise. So it could take some time.
4 So we want to make sure if we're going to put in the effort to
5 do this whole thing all the way through, we don't get cut short
6 in three years and have 80% of the funds.

7 COMMISSIONER DAVIS JOHNSON: Mr. Haygood --

8 MR. HAYGOOD: Yes, ma'am.

9 COMMISSIONER DAVIS JOHNSON: -- where we have the language
10 used in perpetuity for not for profit purposes, could you spell
11 out the for to be used in perpetuity for public purpose? Is
12 that satisfactory? I mean is that something that would --

13 MR. HAYGOOD: I think the intent was --

14 COMMISSIONER DAVIS JOHNSON: I understand the intent. I'm
15 just thinking in terms of being definitively clear so that there
16 is no misunderstanding through constituents and through just
17 those that are watching this discussion.

18 MR. HAYGOOD: Certainly we could change it to public
19 purpose.

20 MS. KNOWLES: We agree.

21 COMMISSIONER HUBBARD: Who would that refer to? You mean
22 if it's transferred back to the City or if they give up the
23 golfing initiative, the golfing program, they could use it for
24 some other nonprofit?

25 MR. HAYGOOD: Correct.

1 COMMISSIONER HUBBARD: I was asking Ms. Davis Johnson.

2 Trying to get some clarity on what she was saying.

3 COMMISSIONER DAVIS JOHNSON: No, I would like to see it be
4 used for its intended purpose, with no wiggle room to change the
5 intended use of the facility. If at any time, in my opinion if
6 at any time the intended use changes then I think that the
7 property should just revert back to the City without any further
8 discussion about any potential substitutions or things that they
9 may come up with to put in its place. That's my personal
10 feeling.

11 MS. KNOWLES: And we agree. We're using it for the
12 learning center and museum.

13 COMMISSIONER HUBBARD: Okay. In talking this out, unless
14 somebody else has something to say, I'm just -- I'm thinking it
15 out because I too was under the impression that \$12,000 for the
16 purchase was not there and that they could not purchase the
17 land. It was never made clear that they had the money to
18 actually purchase the land. So -- but the caveat to the whole
19 thing was merely that they have -- the money to build had to be
20 in place before this is executed.

21 So in reading this, since it seems to say something totally
22 different than what's written, is this document asking -- how
23 much is this document asking us to execute a quit claim deed
24 for?

25 MR. HAYGOOD: The resolution reads whereas they have paid

1 5,000, they have a balance of 6,000, you wouldn't transfer until
2 they paid the balance of the purchase price, which is \$6,000 --
3 \$6,876.

4 COMMISSIONER HUBBARD: Okay. So that part does means what
5 it actually says there?

6 MR. HAYGOOD: Yes, ma'am.

7 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

8 CHAIR DAVIS: Yes. Commissioner Davis Johnson.

9 COMMISSIONER DAVIS JOHNSON: To be crystal clear, upon
10 receipt of the \$6,876 we would then be authorizing the quit
11 claim deed?

12 MR. HAYGOOD: Authorizing the chair to execute the quit
13 claim deed, yes, ma'am.

14 COMMISSIONER HUBBARD: So now to -- a question. Okay.
15 Now, about the part where they cannot -- they haven't -- they
16 have to have the money to build, even if we execute it, this is
17 what I'm concerned -- this is my concern, is if we go ahead and
18 we take out the clause that says we will transfer the ownership
19 of the property even without them having the money to build,
20 how -- why was that put in if it was not put in for a safety
21 mechanism in the first place? For the benefit of the City or
22 for the safety of the City. I tell you I'm really gun shy about
23 the transfer of property because what we're doing down at the
24 Ocean Mall right now is insane. So when we have the transfer of
25 property we have to be, you know, really careful and look into

1 what we're actually doing.

2 VICE-CHAIR MILLER-ANDERSON: Chair.

3 CHAIR DAVIS: Vice-Chair Miller-Anderson.

4 VICE-CHAIR MILLER-ANDERSON: So what happens -- and I think
5 we may have already covered this, but we've kind of gone back
6 and forth. If they don't get the money, the full amount of
7 money to build, it's just going to automatically come back to
8 us?

9 MR. HAYGOOD: No, not automatically. You have what is
10 called a right of re-entry, which gives you the right to go in
11 and say we are taking the property back. It doesn't
12 automatically happen. Somebody -- something has to trigger
13 that.

14 VICE-CHAIR MILLER-ANDERSON: And what is the reason for us
15 doing a quit claim deed for the \$10 when they have the money to
16 purchase it?

17 MR. HAYGOOD: Don't get hung up on the \$10. It really
18 has --

19 VICE-CHAIR MILLER-ANDERSON: Okay. Just -- why -- they're
20 not paying the 12,000? Are they paying the 12,000?

21 MR. HAYGOOD: Yes.

22 VICE-CHAIR MILLER-ANDERSON: Why am I misunderstanding
23 about this quit claim deed for \$10? What is that?

24 INTERIM EXECUTIVE DIRECTOR EVANS: Well, the request
25 tonight is to amend the contract. So they want to pay the

1 \$12,000, which is the required amount in the real estate
2 contract. But one of the requirements of that contract is that
3 they show proof that they have the construction funding. So
4 tonight it's to amend the contract. So they would still pay the
5 original amount that was agreed to but they would be allowed to
6 raise the funds over five years. And if they haven't done it at
7 that point then we would have the right to take the property
8 back.

9 VICE-CHAIR MILLER-ANDERSON: Okay. And then how does this
10 compare to the situation with Viking? Is this something similar
11 where they want us to offer them land as well?

12 CHAIR DAVIS: It's a little different.

13 MR. HAYGOOD: I don't know exactly what you're talking
14 about with Viking but this --

15 VICE-CHAIR MILLER-ANDERSON: With the Maritime Academy.
16 Aren't they trying to get money -- I mean get land from us as
17 well?

18 COMMISSIONER DAVIS JOHNSON: They have a lease agreement
19 for a dollar a year.

20 CHAIR DAVIS: They have a lease for a dollar a year. But
21 they want to purchase it. It's different. Totally different.

22 VICE-CHAIR MILLER-ANDERSON: Okay. I was stuck on the \$10
23 I guess.

24 MR. HAYGOOD: Don't be. I guarantee you that on your deed
25 to your house it says in consideration of \$10.

1 VICE-CHAIR MILLER-ANDERSON: No.

2 I've seen that. I'm not saying I haven't seen the \$10
3 figure. I've seen that before, yeah, but it wasn't on mine.
4 But I've seen it before.

5 CHAIR DAVIS: Mr. Knowles, from permitting to construction
6 how long would that take for this building?

7 MR. HARTNETT: It shouldn't take longer than twelve months.

8 VICE-CHAIR MILLER-ANDERSON: From permitting all the way to
9 the construction --

10 MR. HARNETT: It depends on -- well, if you're including
11 approval from -- yeah, no, you're talking a lot longer than that
12 probably. Add another six to seven months.

13 CHAIR DAVIS: So being fair, two years?

14 MR. HARTNETT: Yes.

15 CHAIR DAVIS: So you're asking for five years? So it
16 should take you three years to raise the money, is that what
17 you're suggesting?

18 MR. HARTNETT: We hope less.

19 But you get what I'm saying? We don't want to come 80% of
20 the way --

21 CHAIR DAVIS: It would make my colleagues more comfortable
22 that you put something in place that the money is raised within
23 three years.

24 MR. HAYGOOD: We don't require them to raise money, we
25 require them to build the building.

1 CHAIR DAVIS: Oh. I know that part. But the
2 construction -- as of three years they would know whether or not
3 you're going to build anything within the next six months
4 because they would have the money. And that's why I asked the
5 question about the construction. So give or take almost two
6 years. But on the front end of it if they don't raise the money
7 in three years it's not going to happen, so we don't need to
8 wait five years to get to the situation.

9 COMMISSIONER HUBBARD: Okay. You've already waited three
10 years.

11 CHAIR DAVIS: Well, I'm just trying to put some things in
12 place to make everybody comfortable, to try and do something
13 positive in the community. And if he can raise the money within
14 three years I'd like to put something in place stating that they
15 have three years to raise the money for construction, for the
16 final phase for the last two years of construction and
17 permitting; if the money is not raised within the three years
18 then we come back to the position where we can go back and take
19 the property after three years, not five years.

20 Because what will happen is, let's say they raise money for
21 four years and then it doesn't happen. Well, all the money they
22 raise and they continue raising, they're going to be raising
23 money for what? Because they no longer would have -- be able to
24 meet the guidelines. And then we'll be in a position to where,
25 hey, we let them raise the money, they're not going to make the

1 five years, then they're going to ask for another extension.

2 And I don't want to put this Board and no one else, whoever may
3 be in place in the next five, six, seven years, where they have
4 to make a decision when we could have put a control mechanism in
5 place by putting a three-year requirement just for fund raising.

6 COMMISSIONER HUBBARD: I think there's a control mechanism
7 in place now. Because when the gentleman stated that in order
8 for you to build -- to raise funds you need control of the
9 property, is what you're saying, title to the property? Why?

10 MR. HARTNETT: Well, in most grant applications they're
11 going to, you know, tax, deferred swaps, anything that we choose
12 to go after funds with, one of the most important things is, "Do
13 you own the property?"

14 CHAIR DAVIS: Or "Do you have a long-term lease?"

15 MR. HARTNETT: Right. Exactly.

16 They're not going to want to give you \$100,000 if you're
17 just going to just sit it in a bank and not do anything with it,
18 you know.

19 COMMISSIONER HUBBARD: Yeah, my concern is what -- it won't
20 do them any good if they don't have title to it or you're not
21 able to convey title to the property to them. Your owning it
22 and them having the control of it, it won't help them. If they
23 give you \$500,000 and you don't have title or deed to it to
24 convey it to them if you default, it still won't do them any
25 good, so I don't know why your having control of it in this

1 nonprofit fund raising initiative is mandatory.

2 MR. HARTNETT: I think their requirement more is it shows
3 seriousness in the project; you have control of the land, you've
4 got a serious joint effort into the property, you have plans,
5 you have a builder, you have a lot of things that have been put
6 in place; you've put in your effort in owning land, doing
7 everything you were supposed to do.

8 COMMISSIONER HUBBARD: So how much of the, again, how much
9 of the money -- you said about -- you think the build-out will
10 be about \$500,000?

11 MR. HARTNETT: Between three fifty and five hundred. It
12 shouldn't max more than five.

13 COMMISSIONER HUBBARD: And so you, right now you have at
14 least how much of that?

15 MR. HARTNETT: A third.

16 COMMISSIONER HUBBARD: A third of that. Okay.

17 My -- and yet now you say that it will still take at least
18 another three years --

19 MR. HARTNETT: We hope not.

20 COMMISSIONER HUBBARD: Okay. Let's -- for conversation's
21 sake --

22 MR. HARTNETT: Sure.

23 COMMISSIONER HUBBARD: -- it will take another three years
24 to continue to raise the money. So it brings me back to the
25 question of how valuable is this land to the equation of your

1 ability to raise the money if you don't have the ability to
2 convey its ownership?

3 MR. HARTNETT: I think it's crucial to convey the
4 ownership.

5 COMMISSIONER HUBBARD: Say that again.

6 MR. HARTNETT: It's crucial to convey the ownership, for
7 ICYG to convey the ownership; I think it's crucial for
8 applications and presentations and wherever we go to seek --

9 COMMISSIONER HUBBARD: No, no, I think you misunderstood
10 me.

11 MR. HARTNETT: I'm sorry.

12 COMMISSIONER HUBBARD: Your ability to convey it to the
13 person that provides you with funding. That's what I'm saying.

14 MR. HAYGOOD: It's a mortgage problem.

15 COMMISSIONER HU8BBARD: So it has no value if you don't --
16 is what I'm saying to the equation, to the situation, to the
17 loan process.

18 MR. HARTNETT: Right. Like I said, in the grant world, I
19 think anybody that knows it, I think it just shows seriousness
20 in the project; you know, that you have an effort into the
21 project by showing ownership.

22 COMMISSIONER HUBBARD: I think -- and in the grant world
23 this is what I think. I think if you're layering a project in a
24 grant process and they know that it's a public/private
25 partnership, everybody has signed their intent to do such and

1 such, and they're putting this grant package together, so if
2 there's -- if it's a nonprofit entity that's lending money, if
3 there's another funding stream that understands the process and
4 the money, everybody knows that everybody is coming to that
5 table with their letter of intent to -- and Riviera Beach is one
6 of them -- we would be in that package stating that after you
7 guys convey your monies to this, to total \$500,000 to this deal,
8 we're going to automatically convey this land for a \$12,000 deal
9 and the deal is done. So to -- so that's my explanation of the
10 grant world. They are used to layering private/public dollars
11 for -- to partner on deals like this, on nonprofit, on nonprofit
12 deals. So that's why I say that without -- if it was a deal
13 where you were going straight up to the bank and you needed to
14 have -- which we wouldn't do -- title to the land so that you
15 could mortgage it, because that would give them a surety that
16 they had something of value to recoup their losses, that would
17 be one thing.

18 MR. HARTNETT: We are not ruling that avenue out.

19 CHAIR DAVIS: Commissioner Hubbard, I have a question.

20 COMMISSIONER HUBBARD: Yes, sir.

21 CHAIR DAVIS: So let me slow down so I make sure I hear you
22 right. So what would you like to see done in this situation?

23 COMMISSIONER HUBBARD: I think that they need -- I think we
24 should leave it as it is. And I think what everybody should
25 come back to -- I think they need to present this deal that they

1 have a letter of intent from us to convey the land once the
2 money is raised; that they have a signed, sealed document that
3 we are willing to convey the land for the price of \$12,000; and
4 the bank, the nonprofit, whomever, can say the City of Riviera
5 Beach is in the deal for real. We will convey it if they raise
6 the money to do so. It doesn't make any -- there's no value to
7 it unless you're going to a bank that wants to use it for
8 collateral.

9 COMMISSIONER DAVIS JOHNSON: Well -- Mr. Chair.

10 CHAIR DAVIS: Commissioner Davis Johnson.

11 COMMISSIONER DAVIS JOHNSON: Okay. But if we put an RFP
12 out there for them, for any entity to purchase the property;
13 they have the dollars in which to purchase the property; and
14 they need to be able to show that they have ownership of the
15 property in order to go after construction financing -- because
16 I'm assuming that that's what the plan is, to go after
17 construction financing -- and so you have to -- you can't say
18 that we're in this agreement with the City to eventually convey
19 it when they are ready to pay the cost that we've asked for the
20 property. So I'm just trying to wrap my head around holding it
21 if they're going to pay the cost and they need the flexibility
22 to be able to go into the bank seeking construction financing.

23 Because this is going to be a question, "Do you own the
24 property?" They're not going to just arbitrarily give you the
25 dollars.

1 So if they are ready to pay the full asking price, and we
2 convey the property, I am not sure what the harm to the City
3 would be. We have the clause, we know that it can -- we have
4 the right to re-enter.

5 MR. HAYGOOD: Yes.

6 COMMISSIONER DAVIS JOHNSON: And we move. I --

7 COMMISSIONER HUBBARD: This is the harm --

8 MR. HARTNETT: Yeah, that's exactly what we're --

9 COMMISSIONER HUBBARD: Let me tell you what the harm is.
10 This is the harm. The land only becomes of value to whomever
11 they are going to to get funds when it can be used as
12 collateral. And what does it take for a piece -- for you to use
13 land, car, jewelry, as collateral? You have to sign over
14 ownership of some sort to that for it to be valuable. If you
15 say, Lynn, you can put this up, I'll sign for you, if you do not
16 give me ownership I can't take that to the bank unless I have
17 clear title to it.

18 So what I'm saying is, if you're talking about layering,
19 coming into a public/private partnership, and we say we are a
20 partner, we will convey, we will convey this, we will convey
21 this land as soon as you bring your money to the table, and they
22 come together, and we ready to sign, and we are ready to go
23 forward with it. And that's how it is now.

24 This predates me. All of this predates me. So what is
25 being asked is to change the rules. Someone thought about it,

1 because the deal is there is no value to it unless it can be
2 turned over to whom.

3 And you're going to be chasing it just like you're chasing
4 that Ocean Mall to get control back of that Ocean Mall property.
5 We chasing it from developer to developer to developer, and we
6 haven't gotten it back yet. But we're only getting \$5,000 a
7 month off of that property.

8 We're going to find ourselves in the same situation if
9 we -- there's nothing wrong with a good letter of intent to
10 state that we are indeed Mr. Banker, Mr. Grantor, Mr. Lessee, we
11 are here, we will convey this over to them as soon as you agree
12 to give them the money.

13 MR. HARTNETT: Well, there's no collateral. The land is
14 \$12,000. The construction is 500. The value is in the vertical
15 construction. I mean but you still have to show ownership.

16 CHAIR DAVIS: Or a long-term lease.

17 MR. HARTNETT: That's correct. A very long term. That's a
18 lot harder to do too, I agree, you know.

19 VICE-CHAIR MILLER-ANDERSON: Chair.

20 CHAIR DAVIS: Vice-Chair Miller-Anderson.

21 VICE-CHAIR MILLER-ANDERSON: I just have a question in
22 regards to the one third of the money that's been raised. How
23 long did it take to raise that amount?

24 MR. HARTNETT: '14.

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

1 CHAIR DAVIS: What day?

2 MR. HARTNETT: 2014.

3 CHAIR DAVIS: Okay. Three years.

4 MR. HARTNETT: It's a little bit better economy now.
5 Hopefully it will go faster.

6 CHAIR DAVIS: Right.

7 But back to the intent, which is how do we approve this
8 item and make sure everybody is comfortable with it and things
9 are in place to do what we need to do. So I'll suggest it,
10 based on -- we have a five-year agreement in place, they must
11 have this completed by -- they would implement a three-year
12 term, within that five-year agreement, that the funds must be
13 raised within those three years. That way we don't have to wait
14 until the fifth year to go and get the property. We can get it
15 within three years. How does the Board feel about that?

16 COMMISSIONER HUBBARD: You can't get it if they mortgage it
17 over to someone else. Because, see, once they pay the \$12,000
18 for it they can mortgage the property, do anything they want to;
19 it will be their property. So your little clause in here about
20 it reverting back to us doesn't help you.

21 MR. HAYGOOD: That's not true. That's not true.

22 CHAIR DAVIS: Mr. Haygood, will you please show us how we
23 get that accomplished.

24 COMMISSIONER HUBBARD: That is true.

25 MR. HAYGOOD: The quit claim -- I disagree. The quit claim

1 deed will be recorded ahead of everything else. And anybody who
2 takes title or any interest in the property will be subject to
3 that quit claim deed.

4 CHAIR DAVIS: Which is who?

5 MR. HAYGOOD: Whoever. I mean if they went out and got a
6 mortgage, the mortgage holder would be subject to the
7 requirements, revisions in the quit claim deed. If you got a
8 title policy it would show up as an exception. And you would
9 have to comply, it would be subject to that.

10 CHAIR DAVIS: And how does it impact us?

11 MR. HAYGOOD: Well, you still have the right, even if the
12 mortgage holder came in and they foreclosed they would still
13 have to use it for the youth -- I mean for the museum. And if
14 you don't want to put in perpetuity then you can just say it has
15 to be used for the museum from now on. That's really your call.
16 We thought we'd put it in the public purpose.

17 CHAIR DAVIS: Well, that's the same thing that's in there
18 now, correct?

19 MR. HAYGOOD: Yes, that's in the proposed deed.

20 CHAIR DAVIS: Okay.

21 COMMISSIONER HUBBARD: And -- Mr. Chair.

22 CHAIR DAVIS: Commissioner Hubbard.

23 COMMISSIONER HUBBARD: These are some of the same things we
24 were told when we did that deal with the Ocean Mall. Now look
25 at where we are now.

1 CHAIR DAVIS: Okay. Mr. Haygood, please help me. If we
2 can't do what I'm suggesting, please say so. So I'm just trying
3 to put some things in place where we don't have to wait the five
4 years. And these folks and their fund raising efforts within
5 three, is that something that you can recommend that we do?

6 MR. HAYGOOD: Well, certainly if you want to say that they
7 have to raise a certain amount of funds within the three-year
8 period from the date of the deed, we certainly can add that.

9 CHAIR DAVIS: Like 90% of the funds or --

10 MR. HAYGOOD: Whatever you want. I would not say of the
11 funds necessary to build it. I would say you specify a number.
12 I know that may be hard on the applicant but at least you don't
13 have this fuzzy idea of, well, how much is enough to build a
14 building.

15 CHAIR DAVIS: So they would need to come back with a hard
16 number at a later date.

17 MR. HAYGOOD: If that's what you want to do, yes, I would
18 suggest that you get a hard number.

19 CHAIR DAVIS: Commissioner Davis Johnson.

20 MR. HARTNETT: I think it would be safe to go with 500,000
21 if you wanted to implement it.

22 MR. HAYGOOD: So if you wanted to say that they had to
23 raise \$500,000 --

24 MR. HARTNETT: Yeah, for the construction cost.

25 MR. HAYGOOD: Understood. Raise the \$500,000 within the

1 time period, within the three-year period --

2 CHAIR DAVIS: And what happens if they don't raise the --

3 MR. HAYGOOD: Then you'd have the right to go in and take
4 the property back.

5 VICE-CHAIR MILLER-ANDERSON: But then --

6 CHAIR DAVIS: Vice-Chair Miller-Anderson.

7 VICE-CHAIR MILLER-ANDERSON: -- with the 500,000, though,
8 does that still provide us with the hard number of what it's
9 going to cost? I mean what if he -- if they get the five -- you
10 know, they raise the five hundred, because that's what we're
11 requiring them to do is raise 500, but then all of a sudden the
12 building is a million. So I mean I thought we needed to know
13 the hard price of the actual construction project.

14 CHAIR DAVIS: That's why I said 90% of the hard number that
15 they bring back to us.

16 VICE-CHAIR MILLER-ANDERSON: But you said that they can
17 bring back -- just bring it back. But then he said, you know,
18 we'll go with the five hundred. But can we continue to just
19 wait until they --

20 MR. HAYGOOD: If you want, I mean you can do belt and
21 suspenders, you could say they have to raise the \$500,000 within
22 the three years and the building must be completed within the
23 five years.

24 VICE-CHAIR MILLER-ANDERSON: But what I just said was if
25 the building -- he doesn't know how much the building is going

1 to cost yet.

2 COMMISSIONER HUBBARD: He said 500,000.

3 VICE-CHAIR MILLER-ANDERSON: He said somewhere around that,
4 three fifty, five hundred.

5 CHAIR DAVIS: Excuse me, sir.

6 MR. HARTNETT: It's a 3400 square foot building, it's not
7 going to be much more than five -- you know, even with the
8 economy escalation I don't see it being much more than 500,000.

9 VICE-CHAIR MILLER-ANDERSON: How much more time would it
10 take to get an actual hard figure? I know there could be some
11 change orders, blah, blah, blah, but are you close to finishing
12 up the plans and everything to figure out --

13 MR. HARTNETT: I think we'd be safe -- we're hoping it's
14 going to come in under that, so that's why we're kind of
15 hopefully putting a ceiling on it at five hundred.

16 VICE-CHAIR MILLER-ANDERSON: I just have a question for
17 Mr. Haygood. With Ms. Hubbard's reference with the Ocean Mall,
18 how does this situation compare to the situation with the Ocean
19 Mall?

20 MR. HAYGOOD: I'm not sure. I know that the property was
21 leased by the City as a long-term lease. I think it was
22 foreclosed. And I guess now it's going through -- I'm not
23 directly involved in the negotiations on whether they're going
24 to be able to complete it. I know the lease term is running, so
25 that's the issue. I'm not familiar with a lot of the other

1 issues involved with that particular deal.

2 VICE-CHAIR MILLER-ANDERSON: But Ms. Hubbard knows, but you
3 don't know?

4 You were at the negotiations, Ms. Hubbard?

5 COMMISSIONER HUBBARD: No. I was here when they first
6 started, when they voted to give them the deal and --

7 VICE-CHAIR MILLER-ANDERSON: Mr. Haygood wasn't here? How
8 long have you been here?

9 MR. HAYGOOD: Well, I was on the CRA part, but that is the
10 City's property. We didn't --

11 VICE-CHAIR MILLER-ANDERSON: Okay. So you were not --
12 okay.

13 COMMISSIONER HUBBARD: My other question comes back to
14 this: Now the \$12,000, just because -- okay. Say we purchase
15 it for the \$12,000. So it's evident that they're going to --
16 getting the \$500,000 is not going to be a problem. Why?
17 Because when you mortgage that property where it sits and where
18 it is, you're going to get the \$500,000. So you --
19 automatically you're going into the deal with some -- you know,
20 with a third, with a third party. You're going to get a portion
21 of it. I'm not saying -- because they say they already have one
22 third of it. I hear that. So now when -- so if something
23 happens, and they go after to foreclose it like it's happening
24 now at the Ocean Mall, we can -- we only was able to -- we
25 weren't able to gain it back, we didn't get it back. So it's

1 the same scenario. That's why I say we bring our executed
2 document to the table when this person, whoever the money is
3 coming through, bring their money to the table for the deal.
4 Because once -- we all know that \$12,000 ain't no money on that
5 side of town. You can buy, you can -- it's very little property
6 over there you can buy for \$12,000.

7 CHAIR DAVIS: Okay. So Attorney Haygood.

8 MR. HAYGOOD: Yes, sir.

9 CHAIR DAVIS: So all we're trying to do -- what would be
10 the CRA's and the entity's financial out, let's say in seven
11 years they can't pay the mortgage on the property, what would be
12 our out? How would we get control of the property? Or does the
13 bank -- of course they'll be in a better position than we will.

14 MR. HAYGOOD: Well, let's assume that they were able to get
15 financing, they would get a mortgage, construction mortgage to
16 build the building. Your quit claim deed would be of record and
17 would be ahead of their mortgage. If in fact though they fail
18 to pay the mortgage, the bank would have the right to foreclose
19 on its loan. They would foreclose though with this in place.
20 So they would have to, the bank would have to take the property
21 with this restriction. And quite frankly I think the bank is
22 going to look at it closer when they loan the money because they
23 know that it's not a building they can take and convert to some
24 other purpose.

25 CHAIR DAVIS: Which means they can't get their money back.

1 MR. HAYGOOD: So it really restricts the value, it really
2 affects the value of the property. So it's not like it's
3 property that you can just go on the open market and sell.

4 CHAIR DAVIS: When this item came to us, what was its
5 potential development use before this item happened, Mr. Evans?

6 INTERIM EXECUTIVE DIRECTOR EVANS: The property currently
7 has a community facility land use. I believe it's a residential
8 mixed use zoning. But it was originally community facility. So
9 this was in line with that original.

10 CHAIR DAVIS: Okay. I'm just thinking, could we put some
11 things in place that they would have to come and every quarterly
12 bring their, I don't know, their financial reports to the CRA so
13 we know where they are, so we can be in a position to -- I don't
14 know. Because I understand what Commissioner Hubbard stated.
15 At the same time I want to support this item but be responsible
16 as far as the position of the CRA.

17 COMMISSIONER DAVIS JOHNSON: I guess I'm just unclear. If
18 we, if we wanted to sell it, they want to purchase it, where in
19 the RFP and the purchase did we indicate that it was a
20 public/private partnership? And if there was not an indication
21 in any of our language -- because it predates me as well. When
22 I came aboard we talked about and we all voted to extend the
23 agreement. So it certainly predates me, the mission, vision and
24 intent when the RFP was let. But we subsequently received
25 responses. The property was valued, a fair market value at

1 \$12,000. We're now being told tonight that you in fact do have
2 the balance. And I'm just trying to understand -- I get what
3 the councilwoman is saying as it relates to the Ocean Mall. But
4 I somehow see this, I view this just a little differently
5 because we put out this RFP to conduct this business. And once
6 they take ownership of it it is their responsibility to raise
7 the funds in order to erect the facility.

8 We are simply -- we have said that we will not allow any
9 other use other than a public purpose for that particular piece
10 of property. And I'm just --

11 CHAIR DAVIS: I see what you're saying. Because like the
12 Ocean Mall, that was a lease agreement where this is a purchase.

13 Mr. Evans, was this ever advertised as a P3 project?

14 INTERIM EXECUTIVE DIRECTOR EVANS: No. All of the
15 properties that we owned on 13th Street were advertised as
16 available. And we received a proposal from ICYG for this
17 particular property. And then that proposal was brought to the
18 Board for review.

19 CHAIR DAVIS: Okay. That changes everything if it's not a
20 P3, because they're purchasing versus leasing the property. So
21 that's very clear on that position. So I can truly --

22 COMMISSIONER HUBBARD: Mr. Chair.

23 CHAIR DAVIS: Commissioner Hubbard, go ahead.

24 COMMISSIONER HUBBARD: When this was put out was the price
25 of each piece of property put out with the property that was for

1 sale? Or when someone showed interest did we come back and
2 negotiate the price? How was that done, Mr. Evans?

3 INTERIM EXECUTIVE DIRECTOR EVANS: The price was not
4 advertised. The property was made available for offers. We did
5 get a property appraiser to assess the value. The appraisal
6 came in at \$15,000. And then another valuation was the property
7 appraiser's office felt it was in the area of \$12,000 on their
8 website. But they're typically low. And then when we brought
9 it to the Board we provided that the appraisal was 15,000 and
10 that the property appraiser was in the \$12,000 range, and the
11 Board agreed to sell it to them for what they deemed to be fair,
12 which was 12,000.

13 COMMISSIONER HUBBARD: Okay. So we put this property out
14 for sale, agreed to sell it. They came back and made a proposal
15 to us, you know, letting us know what their use was, a nonprofit
16 use for the community, and we would be willing to let them
17 sell -- and sell it to them for \$12,000; while we know that
18 because of our proximity to the marina and on that side price is
19 kind of, land is kind of pricey on that side of -- in that area.
20 But what I'm saying is we agreed to the \$12,000 with terms. We
21 agreed to the \$12,000 with terms. Now what we're being asked to
22 do is to set aside and negate those terms.

23 We agreed why? One, because it's a nonprofit that's coming
24 to basically do goodwill initiatives within the City. So that's
25 why it's an acceptable price. But at the very least the terms

1 and the agreements and the arrangements and the things that were
2 put in place were put in place for a reason. This is not
3 something new that we're trying to add. Nobody is trying to
4 add. This came at the very beginning with the deal that was
5 constructed from the onset.

6 CHAIR DAVIS: Mr. Knowles, quick question. What percentage
7 are you going to try to raise for this property? Or are you
8 going to try to mortgage a percentage? How are you going to
9 structure that financial portion? Is this going to be a hundred
10 percent raised money for the building? Because that would make
11 a difference as far as whether or not if a bank is going to be
12 involved at all, as far as a mortgage on the property.

13 MS. KNOWLES: Well, if we could raise 100%, we would.

14 CHAIR DAVIS: Okay. Do you have any commitment letters
15 from any of your donors, pending that this happen? That will
16 help.

17 MS. KNOWLES: We have conversations as serious as we could
18 get them until we get to the point where, "Do you own the land?"

19 CHAIR DAVIS: I mean that's why I'm asking to put the
20 three-year clause, because within three years we would know
21 what's going to happen, before we even get to a critical
22 situation.

23 COMMISSIONER DAVIS JOHNSON: Question, Mr. Chair.

24 CHAIR DAVIS: Yes, ma'am.

25 COMMISSIONER DAVIS JOHNSON: If we were not to convey the

1 land outright and we enter into a lease agreement contingent
2 upon the fact that you will pay the balance of the dollars owed,
3 does that help you get any closer to where you need to be?

4 MR. HARTNETT: I think it would be stronger for ownership.

5 COMMISSIONER DAVIS JOHNSON: But you didn't answer my
6 question.

7 MR. HARTNETT: The answer would be no.

8 COMMISSIONER DAVIS JOHNSON: Okay. So the issue here is
9 that you want us to remove "provide evidence of construction
10 financing for the proposed project" from the agreement while
11 conveying the land with no, with no certainty that you're going
12 to be able to secure the financing that you're seeking? Is that
13 what I'm understanding?

14 MR. HARTNETT: No contingency for three years. Right?
15 Besides --

16 COMMISSIONER DAVIS JOHNSON: Well, we initially said five,
17 so are you -- you're talking about what the chair --

18 MR. HARTNETT: Well, in three years we have to prove
19 financing, right?

20 CHAIR DAVIS: Yeah.

21 MR. HARTNETT: We have to have 100% or whatever you guys
22 decide to put, 90% or whatever.

23 CHAIR DAVIS: That will let us know way ahead of time,
24 before it gets to a critical position.

25 COMMISSIONER DAVIS JOHNSON: Simplify this, please,

1 Mr. Haygood.

2 MR. HAYGOOD: I wish I could.

3 We attempted -- when the applicant came in and talked with
4 Scott, Scott asked me to try and structure the deal where the
5 CRA would still be protected and yet allow them to take title to
6 the property. That's why we put in that the property had to be
7 completed within five years or else the CRA had the right to
8 come in and take the property. And, again, to make sure that
9 the property remained as a public use, we said that it had to be
10 used in perpetuity for a public purpose; I think a not for
11 profit purpose is what I said.

12 And you will see that in deeds where a municipality has
13 transferred title to like a garden club, to make sure that the
14 garden club doesn't then take the property and try to sell it
15 for a hotel or whatever; that it's for that purpose.

16 Now it's certainly up to you, your discretion, on whether
17 or not you want to move forward with the transaction as put
18 forth.

19 Now we do have a contract in place where we've agreed to
20 sell the property to them under certain conditions so...

21 CHAIR DAVIS: And those conditions?

22 MR. HAYGOOD: Were, number one, that they had to pay the
23 \$12,000. Number two, that we wouldn't transfer it until they
24 were able to show that they had sufficient financing to build
25 the building.

1 CHAIR DAVIS: And that's still in place, correct?

2 MR. HAYGOOD: I'm sorry?

3 CHAIR DAVIS: That was a previous agreement?

4 COMMISSIONER DAVIS JOHNSON: That's what's --

5 MR. HAYGOOD: Yes, that's the previous agreement.

6 CHAIR DAVIS: Oh. I thought you were saying something had
7 changed.

8 MR. HAYGOOD: Well, it changed in the sense that it was a
9 purchase -- we wouldn't transfer the property, or the CRA
10 wouldn't transfer the property until those conditions were met.

11 Whereas now what is being proposed is that we transfer the
12 property subject to a condition subsequent.

13 CHAIR DAVIS: They prove that they have the financing.

14 MR. HAYGOOD: Right. In other words, if they don't do it
15 within a certain amount of time you have the right to take the
16 property back.

17 CHAIR DAVIS: That's all I was trying to get to. Okay.

18 MR. HAYGOOD: Now certainly it's going to take -- rather
19 than transferring the property, you'd have to go back and take
20 the property back. That is the biggest difference.

21 CHAIR DAVIS: Okay. Which means we have to take the first
22 step.

23 MR. HAYGOOD: You would have to take an affirmative act to
24 go back and say, hey, you haven't met the condition, we have
25 right of re-entry, we want the property back.

1 CHAIR DAVIS: Mr. Knowles, is there a deadline for this
2 item?

3 MR. KNOWLES: Every day we miss not being able to say to
4 someone who can assist us with financing, we feel sets us back.

5 CHAIR DAVIS: So let's say the building is complete
6 tomorrow, okay, and depending on -- I don't know how much of
7 your financing is going to be a loan versus given. What are
8 some of the things in the program that you're going to have in
9 place, the structure, to help pay back the money that you may
10 finance for this potential deal?

11 MR. KNOWLES: If -- Claudio, would you come to the mic. We
12 have a litany of --

13 MR. SILVAGGI: Well, there's a whole bunch of items that I
14 don't have in front of me, but there was --

15 MR. KNOWLES: State your name for the record.

16 MR. SILVAGGI: I'm sorry. Claudio Silvaggi.

17 CHAIR DAVIS: Because the bank is going to ask that same
18 question.

19 MR. SILVAGGI: Right. And we've done those, and we have
20 them in a spreadsheet. We can forward them to you.

21 CHAIR DAVIS: Please. Yeah.

22 MR. SILVAGGI: Is that fair or do you want me to try to
23 remember them all?

24 CHAIR DAVIS: No, no. Let's throw some things out there
25 so --

1 MR. SILVAGGI: Okay. There's the simulator that's in
2 there, right? There's golf lessons, there's putting greens,
3 competitions, there's sales, there's memorabilia that gets
4 signed by professionals. Malachi, as you all know, is very well
5 networked in that community, so there's -- and there's plenty
6 more little items; there's confectionary, you know, small
7 ancillary things; and plus we keep fund raising.

8 CHAIR DAVIS: Okay. I'll still -- and they haven't opposed
9 this, putting the three-year language in there, that they have
10 three years to raise the funds.

11 MR. HAYGOOD: 500,000?

12 CHAIR DAVIS: Yeah, \$500,000.

13 VICE-CHAIR MILLER-ANDERSON: Chair.

14 CHAIR DAVIS: Vice-Chair.

15 VICE-CHAIR MILLER-ANDERSON: With putting that figure, I
16 have an issue with putting that particular figure, because we
17 don't know -- I know they say it's only 3700 square feet or
18 whatever. But we don't know the cost of the project. So why
19 can't we just say 100% of the project cost?

20 CHAIR DAVIS: That's what I was asking earlier, and he
21 said --

22 MR. HAYGOOD: The only reason I suggested a firm number,
23 because then, I mean then we get into, well, how much is the
24 building really going to cost. So somebody is going to have to
25 come back in -- is it going to be an issue of fact --

1 VICE-CHAIR MILLER-ANDERSON: But we won't know that until
2 they tell us. And right now I think putting 500,000 down is in
3 the dark. Because I mean it could be five million. But to say
4 500,000 is what you need to have by year three, and if the
5 project -- they may decide to make it ten stories high, I don't
6 know, and the project may be five million. And then now, well
7 we met what you said, you said we only had to have 500,000. So
8 that was met. So I just think just randomly saying 500,000
9 is -- we shouldn't lock ourselves into that. It should be -- if
10 we're asking for them to have the full amount, then we need to
11 say 100% of the cost, because we don't know what the cost is.

12 CHAIR DAVIS: Correct.

13 Yes, sir.

14 MR. HARTNETT: We could put a not to exceed clause on
15 there, if that makes you feel more comfortable.

16 CHAIR DAVIS: Not to exceed half a million dollars?

17 MR. HARTNETT: Yeah, yeah.

18 MR. HAYGOOD: That's a ceiling. That's the same problem
19 that she's suggesting. That doesn't really address that issue.

20 VICE-CHAIR MILLER-ANDERSON: No, because you still don't
21 know how much it costs. What are you saying not to exceed, the
22 project cost?

23 MR. HARTNETT: The project cost not to exceed 500,000. You
24 can put that language in there.

25 MR. HAYGOOD: With all due respect, I don't think that

1 answers her concern in that. So you said not to exceed 500,000.

2 So the building really costs you 700,000. I mean that's not --

3 VICE-CHAIR MILLER-ANDERSON: Just say the full amount.

4 Whatever the total project costs, word it that way.

5 CHAIR DAVIS: Vice-Chair Miller-Anderson, you still --

6 VICE-CHAIR MILLER-ANDERSON: Yeah, I was just saying make
7 it -- say the total project cost.

8 CHAIR DAVIS: Okay. And who's the builder again, before we
9 go to Commissioner Hubbard?

10 MR. HARTNETT: I'm sorry. I didn't hear --

11 CHAIR DAVIS: You're the builder?

12 MR. HARTNETT: Yes, Harnett Building Group.

13 COMMISSIONER HUBBARD: So we have seen those numbers, their
14 projected fund raising plan? We've seen all of this, their
15 projected fund raising plan, the design, the potential and
16 estimated cost of building the facility? Have we seen all of
17 these things?

18 INTERIM EXECUTIVE DIRECTOR EVANS: No. The CRA has not
19 seen any of those items. If they're added as a condition
20 tonight then they would be very relevant of course. But until
21 now it was just a --

22 COMMISSIONER HUBBARD: It sounds like it's already added
23 based on the contingent that you put in here for them to have
24 the money raised prior to turning over control, site control to
25 them. So those are the questions that would back up your

1 amendment that's already in there, the clause that's already in
2 there. That's what one would have to already have or know for
3 that clause. I'm thinking --

4 INTERIM EXECUTIVE DIRECTOR EVANS: Correct. Yes.

5 COMMISSIONER HUBBARD: -- you would have asked him for that
6 already because that clause is already there. I'm not saying
7 added. I'm telling you that it's already in there.

8 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. So if they had
9 said we have met the requirements, that we've raised the amount
10 of money that's needed to build the project, then we would have
11 had to analyze whether that was the case, and look at their --
12 but they haven't been able to raise the money at this point.

13 CHAIR DAVIS: Any other questions?

14 If you all are not really comfortable, we could entertain a
15 motion to table this until the next meeting, provided these
16 things are brought back with all of the documentation.

17 COMMISSIONER DAVIS JOHNSON: Before we table. Back to the,
18 the notion of providing a letter of support for the project and
19 the ultimate conveying of the property contingent upon funding,
20 would that assist you in going to your lender to get your
21 construction funding?

22 MR. HARTNETT: No.

23 CHAIR DAVIS: Please come to the mic so the public can hear
24 you.

25 MR. HARNETT: No.

1 CHAIR DAVIS: Please explain that. Why would the lender
2 say no when they know that we are committing to do something
3 based upon --

4 MR. HARTNETT: Again, I don't know any banks or
5 institutions or financial institutions, when you walk in, even
6 with a letter of intent, say that we're going to propose this
7 project, who will take you at all seriously.

8 COMMISSIONER HUBBARD: Mr. Chair.

9 CHAIR DAVIS: Commissioner Hubbard.

10 COMMISSIONER HUBBARD: So at the end of the day, at the
11 bottom of this deal, the answer to what I've been asking you all
12 the time is this: It is not a matter of having site control to
13 go out for fund raising, to grants and different philanthropists
14 and things of that nature. The condition is to gain control of
15 the land so that it can be used as collateral for the -- to
16 mortgage. We might sell it to them for \$12,000, but everybody
17 in their right mind know it's worth more than that. So -- it's
18 just kind of convoluted to say on one hand I can't walk into the
19 bank without site control, but this is only worth \$12,000 and
20 I'm going to the bank for \$250,000. Well, you still ain't got
21 nothing but the \$12,000 piece of land. So you, so you, so it's
22 contradicting itself, is what I'm saying. I need this to go to
23 the bank so that I can get money to complete this deal; but yet
24 this deal, this land is only worth \$12,000.

25 CHAIR DAVIS: So how much money can they mortgage for

1 \$12,000?

2 COMMISSIONER HUBBARD: How much collateral can it really
3 be?

4 COMMISSIONER DAVIS JOHNSON: But wait. Where did we come
5 in with going after grants? I thought you were going after
6 construction funding in order to construct this building.

7 MR. HARNETT: We don't have an exact avenue yet. We don't
8 have -- you know, will a hundred thousand come from grants, will
9 a hundred thousand come from a banking institution, or will two
10 hundred and fifty thousand come from one or the other.

11 You know, the \$12,000 purchase price on the land is not
12 going to help us in any means as far as obtaining a commercial
13 loan to build a building, you know. But at the same time, if we
14 go into that lending institution and say, hey, we want to do
15 this, with a letter of intent for a \$12,000 piece of property,
16 that's not going to look very good on our part.

17 CHAIR DAVIS: I see what you're saying. Totally correct.
18 I understand.

19 COMMISSIONER DAVIS JOHNSON: So, Mr. Chair, I'm going to
20 ask that we make a motion to postpone. And let me tell you why
21 I'm asking to postpone. I need to sit with -- Mr. Knowles, I
22 need to sit with you and your team to gain a better
23 understanding, because information is not forthcoming and clear.
24 I get what you are ultimately looking to do, but I think that
25 just a tad bit more information should be forthcoming, sir.

1 You know, I understand your frustration and your need to
2 move forward. However, as a policy maker on the CRA it is my
3 responsibility to make sure that I am totally clear in what you
4 are asking us to do with the removal of the clause.

5 So, Mr. Knowles, may I make an appointment with you to sit
6 down and to talk with you with staff to go over this so that I
7 can be clear, if you are looking for me to support it?

8 MR. KNOWLES: (Nods head up and down.)

9 COMMISSIONER DAVIS JOHNSON: Thank you, sir.

10 That's my motion.

11 CHAIR DAVIS: Do we have a second to postpone this?

12 THE CLERK: We already have a motion on the floor first.

13 COMMISSIONER DAVIS JOHNSON: Oh. Was there?

14 THE CLERK: Yes.

15 CHAIR DAVIS: Who made the motion?

16 MR. HAYGOOD: She can make a motion to postpone.

17 THE CLERK: Commissioner Miller-Anderson made the motion.

18 MR. HAYGOOD: Even with the motion pending, she can make

19 a --

20 COMMISSIONER DAVIS JOHNSON: I must have been out of the
21 room. I'm sorry.

22 VICE-CHAIR MILLER-ANDERSON: It was just that. Whatever is
23 stated on the --

24 CHAIR DAVIS: She still can make the motion to postpone?

25 MR. HAYGOOD: Yes. Regardless of the motion pending.

1 VICE-CHAIR MILLER-ANDERSON: Do you want me to rescind it?

2 CHAIR DAVIS: No, you don't need to.

3 MR. HAYGOOD: You don't need to.

4 CHAIR DAVIS: You don't need to.

5 We have a motion to postpone, and then we come back when?

6 COMMISSIONER DAVIS JOHNSON: At the next CRA meeting.

7 CHAIR DAVIS: Do we have a second?

8 VICE-CHAIR MILLER-ANDERSON: Second.

9 CHAIR DAVIS: Madam Clerk.

10 (Vote taken.)

11 THE CLERK: Motion carries, with Commissioner Hubbard
12 dissenting.

13 CHAIR DAVIS: Item number 4.

14 MR. HAYGOOD: A resolution of the Board of Commissioners of
15 the Riviera Beach Community Redevelopment Agency authorizing the
16 2017 Single Family Housing Beautification Grant Program for an
17 amount not to exceed \$300,000 in accordance with the approved
18 budget; and approving the 2017 Neighborhood Incentives
19 Procedure, as revised, attached as Exhibit A; directing and
20 authorizing the chairman and executive director to take such
21 actions as shall be necessary and consistent to carry out the
22 intent and the desire of the agency; providing an effective
23 date.

24 CHAIR DAVIS: Do we have a motion?

25 COMMISSIONER DAVIS JOHNSON: So moved.

1 VICE-CHAIR MILLER-ANDERSON: Second.

2 CHAIR DAVIS: Properly moved and second.

3 Mr. Evans.

4 INTERIM EXECUTIVE DIRECTOR EVANS: On January 11th, the
5 Board reviewed the proposed new grant programs for this calendar
6 year. At that time we received feedback on the variety of
7 programs we're proposing to proceed with, including the
8 commercial and residential programs. This agenda item is to
9 move forward with the residential program. This would be
10 available to all homes within the CRA up to \$20,000 in grant
11 funding per property. And this would include fence replacement,
12 painting, irrigation, landscaping, roof repair or replacement,
13 driveway repair, and other minor facade improvements and
14 exterior repairs that homeowners would like to make.

15 In accordance with the approved budget the program would be
16 authorized for a total of 300,000. And we would propose to
17 combine this opportunity with extensive outreach to local
18 contractors and subcontractors to perform the work. We're
19 combining our outreach efforts with the City's Small Business
20 Outreach to hold several public meetings. We've actually
21 expanded up to three. Our first meeting would be on February
22 23rd, followed by March 15th and March 16th. And that includes
23 one meeting during the day and two evening meetings. And that
24 would be for the combined purpose of reaching out to local
25 contractors, to get them registered to participate in the grant

1 program, and to reach out to our local business owners and our
2 residents to give them information. And then we'd also have
3 follow-up evening meetings where interested residents or
4 businesses could come into the CRA and get assistance to
5 complete their applications.

6 When this project was reviewed in January the Board's
7 primary comment on this particular program was that they wanted
8 to reduce it. Originally it was designed to also be effective
9 for multifamily homeowners. So we revised it based on your
10 comments to only have it available to single family homes.

11 Thank you.

12 CHAIR DAVIS: Okay. Any questions by any of the
13 commission?

14 COMMISSIONER HUBBARD: Is that the presentation?

15 CHAIR DAVIS: Yes.

16 COMMISSIONER HUBBARD: The only question I would have is
17 that we only use local contractors, that would be a stipulation
18 that I would use. Because on the CRA side a lot of the monies
19 that we've given we've had while during budget time you notice
20 they said they needed this for this program, this for this
21 program, Neighborhood Services program, to offer -- or either
22 they were going to have to discontinue some of their projects
23 like this. Well, if that's the case, then only, only local
24 participation, not Dade County, not Broward County, Palm Beach
25 County, mostly Riviera Beach, you know, as much of Riviera Beach

1 as possible, but definitely not Broward and Dade counties. All
2 of Palm Beach, Riviera Beach and Palm Beach County.

3 CHAIR DAVIS: Thank you.

4 Let's go to public comment. Ms. Bonnie Larson.

5 MS. LARSON: I read this very quickly so maybe I'll ask a
6 question that's already in there, Scott, so you can just tell me
7 that.

8 Single family. Oh, thank you for getting rid of the
9 multifamily homes. Those are investment properties, the owners
10 do not live here. A lot of our properties are in disarray and
11 our residents have to live in those properties. So let's not
12 give them money. That's money they have invested. Let's only
13 do it with homesteaded property; which is what you changed it
14 to. Thank you for doing that.

15 And I see, also it sounds like this program this time
16 around -- we had BRIC last time; and like I said, the one after
17 that, you had interior fixes also. And I don't see any interior
18 fixes on this one, is that correct? Just exterior, it looks
19 like, for curb appeal?

20 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah.

21 MS. LARSON: So it's only exterior. That's good too
22 because that's the purpose of the whole thing, to improve the
23 look and the feel of Riviera Beach.

24 There was a restriction covenant in there. And it said
25 that they wouldn't have to pay us back or whatever if it was a

1 voluntary -- if they had it -- after they got it fixed up, if
2 they had a voluntary sale of the home. That needs to be
3 tightened up, because all you have to do is say I don't have any
4 money, I have to sell the home, you get Riviera Beach to pay for
5 all the fixes and then you sell it. And that's very loose to
6 say voluntary sale of home. Because what happened last time
7 was, on a business that I know of they got money to fix up two
8 properties; and one of the properties after it got fixed up,
9 they sold it. So let's see if we can tighten up on that.

10 Oh. It said that if people were relatives of the CRA they
11 would have to make that known. That should be expanded to
12 include the relatives of the CRA, CDC, CDE, LLC, and also the
13 City of Riviera Beach. Make that known, so expand that list of
14 the relatives.

15 And -- I had another point. Oh. It mentioned a color
16 palette. And this was -- the color palette was mentioned on the
17 businesses. Does that have anything to do with the residences
18 also? No. Okay. I'll bring that up in the next question.

19 So it says we're going to pay 100% for fencing,
20 replacement, irrigation, and exterior paint. What do you mean
21 by we're going to be paying 100%? 100% of the roof, 100% of
22 drainage, and 90% of driveway repair. What does that mean?

23 Thank you.

24 Oh, most important point. Yes, it says it's on a first
25 come, first serve basis. We have to be transparent. This has

1 to be a fair deal. You have a little 90-year-old lady who has
2 no way to get over there, she's not going to be the first one
3 served. So let's make it on necessity. Let's get all the
4 applications and then see who needs the most and who's in the
5 most disrepair, who can benefit the most from it.

6 CHAIR DAVIS: Thank you.

7 MS. LARSON: Because first serve, first -- that's not
8 transparent.

9 Thank you.

10 CHAIR DAVIS: Mr. Evans, could you please address some of
11 the concerns that were just stated in the public comment.

12 INTERIM EXECUTIVE DIRECTOR EVANS: Okay. One of the things
13 is most of the money is at 100%. The only item that's not is if
14 they're doing extensive driveway repairs, that they have to
15 contribute to that. But we do provide minor repairs.

16 And I want to also just address one thing. Occasionally
17 some things on the inside of the building as a result of
18 exterior work are included, but the majority of the money has to
19 be spent on the exterior.

20 And we can certainly expand the language to include all
21 staff, everyone involved in the program.

22 CHAIR DAVIS: So what happens if I try to sell the house
23 after getting the program, receiving the money, within the next
24 year or two, what happens to that funding?

25 INTERIM EXECUTIVE DIRECTOR EVANS: I'll let Ms. Jenkins --

1 because we specifically have a process to deal with that.

2 CHAIR DAVIS: I thought we did.

3 MS. JENKINS: Annetta Jenkins, Director of Neighborhood
4 Services.

5 The program includes restrictive covenant language. We
6 file a mortgage and a note on the property. So if someone sells
7 it, transfers title, rents it out within that time period, then
8 the money is due back to the CRA.

9 And there was a comment about what happens if the sale is
10 not voluntary. One of the requirements is that in other than a
11 voluntary transfer then the monies would be repaid.

12 CHAIR DAVIS: Thank you.

13 Any questions by any members of the Board?

14 Madam Clerk.

15 (Vote taken.)

16 THE CLERK: Motion carries.

17 (The motion passed with a unanimous vote.)

18 CHAIR DAVIS: Item number 6.

19 THE CLERK: 5.

20 MR. HAYGOOD: A resolution of the Board of Commissioners of
21 the Riviera Beach Community Redevelopment Agency --

22 CHAIR DAVIS: 5. It's item 5, correct?

23 THE CLERK: Yes.

24 CHAIR DAVIS: 5. Item 5.

25 MR. HAYGOOD: A resolution of the Board of Commissioners of

1 the Riviera Beach Community Redevelopment Agency authorizing the
2 2017 Commercial Property Improvement Grant Incentive Program and
3 the Commercial Beautification Program for an amount not to
4 exceed \$350,000 in accordance with the approved budget;
5 approving the 2017 incentive underwriting criteria attached as
6 Exhibit A; directing and authorizing the chairman and executive
7 director to take such actions as shall be necessary and
8 consistent to carry out the intent and desire of the agency;
9 providing an effective date.

10 CHAIR DAVIS: Do we have a motion to approve -- to discuss
11 this item?

12 COMMISSIONER DAVIS JOHNSON: So moved.

13 CHAIR DAVIS: Do we have a second?

14 COMMISSIONER HUBBARD: Second.

15 CHAIR DAVIS: Mr. Evans.

16 INTERIM EXECUTIVE DIRECTOR EVANS: The Commercial Grant
17 Programs were also reviewed by the commission in January and the
18 Board provided some directives on how to improve and enhance the
19 program for this year as we go forward.

20 We've modified the proposed program to promote and
21 incentivize the inclusion of surveillance and outside lighting
22 equipment in an effort to try and further enhance community
23 safety and security.

24 And we've modified the evaluation criteria to reflect bonus
25 points for providing employment through youth employment

1 programs. Following approval of this criteria, if the Board
2 approves this item, we'll begin to explore several alternatives
3 to enhance local youth employment by working with Career Source
4 and possibly working to develop a local program that we would
5 bring back to you at a future meeting. Tonight you would just
6 approve bonus points for the evaluation process for anyone who
7 participates by hiring local youth.

8 The program is funded up to \$350,000 in our approved
9 budget.

10 And Mr. Paul Skyers, our economic development consultant,
11 will provide additional information.

12 MS. SKYERS: Commissioners, good evening.

13 CHAIR DAVIS: Good evening, sir.

14 MR. SKYERS: Paul Skyers, economic development consultant
15 for the CRA.

16 In terms of features, the Property Improvement Incentive
17 Program caps at 40,000, with a one to four match criteria: One
18 dollar for every private dollar, versus four dollars for CRA
19 investment; requiring the applicant to have at least a \$10,000
20 investment.

21 From our viewpoint the key benefits are the fact that this
22 kind of grant would be a key driver in terms of recruiting or
23 expanding existing businesses within the CRA. We anticipate of
24 course that businesses will grow in terms of the demand for
25 their goods and services. Similarly we anticipate that they'll

1 also retain or create additional jobs; and of course the
2 by-product of it is an increase in tax revenue to the CRA.

3 The other program within the group is the Beautification
4 Incentive. This is the one where I think Mayor Masters
5 suggested that we look at including surveillance equipment to
6 the exterior and tie that into the Riviera Beach police force so
7 that if there was any attempt for vandalism in any of these
8 businesses, that information could be, video information could
9 be conveyed to the police force. So we included that as one of
10 the elements.

11 From a benefit standpoint we anticipate that it will of
12 course reduce blight and discourage vandalism, increase curb
13 appeal and stabilize property tax revenue.

14 What we would suggest is a timeline that has us launch this
15 program somewhere in the beginning of March, with a cutoff date
16 in the end of May, May 31st is the proposed cutoff point for
17 application submission. Ultimately we would return to the Board
18 somewhere in the middle of July to submit recommendations for
19 grant awards. And then we'll attempt to close out the program
20 in December of this year.

21 That's it in a nutshell.

22 CHAIR DAVIS: Thank you.

23 Anyone have any questions for Mr. Skyers?

24 COMMISSIONER HUBBARD: Yes.

25 CHAIR DAVIS: Commissioner Hubbard.

1 COMMISSIONER HUBBARD: The commercial businesses that you
2 are referring to for example, what would be those businesses?
3 Some of the existing businesses on Broadway, is that who you're
4 referring to?

5 MR. SKYERS: Throughout the entire CRA. They would run the
6 gamut from retail, light commercial, light industrial, green
7 enterprise, marine based businesses, marine electronics. It
8 would run the gamut of businesses.

9 COMMISSIONER HUBBARD: My concern with this is that the
10 last commercial, the last commercial business incentive that we
11 did only went to the CRA area. But again, like I said, if the
12 monies that we provided are offset from the City's side for the
13 CRA and yet they have money to provide these type incentives.

14 Also if the business is one that received incentives
15 before, they should not be allowed to get incentives again.

16 Secondly, we don't have very many local businesses in that
17 area or in the CRA area that will benefit from this, from this
18 particular program. We have -- so I'm just trying to see --
19 also people like developers who own property, that are trying to
20 do business with us, we shouldn't give them money either from
21 our, our small business incentive fund. It should be for people
22 that have true small businesses, not people that are just having
23 their businesses there, they're not local, and they've gotten
24 money before.

25 Now we have some real tiny businesses that got a little

1 lick of money, they might would be eligible again. Like the
2 young girl that has the beauty salon. You know, we only had two
3 local people in our community that were trying to do business,
4 but they didn't get money from that program the last time. Just
5 people who have their businesses here who are doing well and
6 don't live in the city, they got the money the last time. I
7 don't want to see that happen.

8 Like small businesses, like the girl with the hair salon,
9 the Cafe Hub, Tony's, the people who really need the money, that
10 they get a lift up.

11 We have the gentleman, Mr. Williams, who's trying to do the
12 business with the trucking business at the marina. We have
13 another woman that's putting Ms. -- with the Pangia Restaurant,
14 she's been trying to put -- get before us with a presentation of
15 her business. I mean if we're talking real incentives and we're
16 being true to the cause, if we're trying to create economic
17 opportunity and development, those are the people and those are
18 the type of applications that I would like to see us entertain.

19 MR. SKYERS: Madam Chair, the challenge for us is abiding
20 by the Statute 163.386 -- I don't remember what the extension
21 is. Probably 202, if I'm remembering correctly. These
22 incentives are designed actually to improve property. It really
23 isn't a focus on business. Because what CRAs find is that when
24 they yield to the temptation of doing business type incentives
25 the state comes down on them. So you kind of have to be very

1 judicious about doing it. You can do it but don't, you know,
2 make it a cornerstone of your effort or you'll attract
3 unnecessary attention.

4 So the way the statute is designed is to improve physical
5 property as best you can; and by virtue of doing that, generate
6 tax increment financing or increases in your tax revenue. So
7 you have to be, you have to almost approach business improvement
8 from a tangential tactic so that you don't draw the attention of
9 the state in the effort.

10 COMMISSIONER HUBBARD: And I would expect being the
11 professional that you are that you would attack it from that
12 angle as to not to draw any attention or to do anything that
13 was, that would put us in a compromising position; but yet you
14 would still have the skill set to get the end game that we're
15 looking for.

16 MR. SKYERS: Point of order. Point taken. I guess I need
17 to go back to work.

18 COMMISSIONER HUBBARD: You are doing a good job.

19 You know, really, truly, all jokes aside, this is what --
20 you know, when we're looking to create wealth and opportunity,
21 those are the types of things that, you know, that we, that we
22 have to look at.

23 Because I was here during the last round and I saw where
24 the money went, who the money went to. The people that needed
25 it desperately, that didn't get it; or who got a small amount,

1 like the girl with the beauty salon, who could have, you know,
2 really thrived with just a little bit more. You know, you would
3 want to encourage her to apply.

4 MR. SKYERS: Back in 2013 I believe Mr. Brown was targeting
5 a subdistrict on the southern end of Broadway.

6 COMMISSIONER HUBBARD: We're not going to hold that against
7 you.

8 But we want to say to you that this is what -- I want to
9 say to you that this is what -- you know, to support something
10 like this, those things need to be tweaked and added; and so
11 that when we vote nobody want to bring the paperback and say,
12 well, you all voted on it, you told us we could do it just as it
13 is. I think those type changes need to be put in and we need to
14 be held to those, those different clauses.

15 CHAIR DAVIS: Thank you.

16 We'll try to go to public comment. Ms. Bonnie Larson.

17 MS. LARSON: Mr. Skyers is quite right, we don't need to
18 draw any attention to Riviera Beach if we're trying to get
19 grants and funding.

20 This as, I understood it, is only for existing businesses,
21 to spruce them up a little bit.

22 And also, my suggestions, some of which Ms. Hubbard just
23 recounted, only one grant per owner, not two or more, like
24 happened last time. Not anyone who was given money when we did
25 it last time. The business can't sell the property within say

1 five years; because like I just said a minute ago, that
2 happened.

3 We had a landscaping, we did landscaping for a lot of
4 businesses there. And I watched that landscaping go right
5 downhill. The people who got the money from us to do it, they
6 didn't water it, they didn't take care of it, it's gone. So you
7 need some kind of supervision that they take care of what we
8 give them money for and if they don't, we want the money back.
9 They have to maintain it themselves if they're going to get it
10 free from us.

11 Again, first come, first serve, I don't really agree with
12 that; because, again, that's not transparent.

13 Now it said painting, landscaping, pressure cleaning,
14 parking lot restoration and signage would be some of the things.

15 Oh. It mentioned in there color palettes. I didn't know
16 we had color palettes. It said there were only two colors. We
17 talked about way back, in like 2008 or something, we talked
18 about having color palettes; and I thought it was a great idea.
19 We have to have people who know color to determine those colors.
20 We have a lot of buildings now on Broadway and they're like an
21 orange and a brown. That's a really old and tired look. It
22 looks hot. We're a beach community. Let's have some nice
23 colors. Nothing garish. But let's have some nice beachy
24 colors, rather than that gold and brown. That's real tired
25 looking.

1 Oh. It said in there that the payments are going to go to
2 I guess the owners, rather than the City paying them. That
3 could go either way.

4 And the businesses, that does not include apartment
5 buildings, right? Right. It said on major roads.

6 We talked about security. And the security I think you're
7 talking about is that police security, which is really not
8 security for the business, it's security for our police force.
9 Which is a good thing because they can only see that video if
10 driving by, they happen to be driving by the business. It's not
11 like someone breaks in and the police are going to know about
12 it. So maybe some other type of security would be good.

13 And I guess that's it.

14 CHAIR DAVIS: Thank you.

15 MS. LARSON: Thank you.

16 CHAIR DAVIS: Back to this item. Any more questions before
17 we call the vote?

18 COMMISSIONER HUBBARD: Can we put in the changes prior to
19 calling the vote? Or bring it back for a second reading? Bring
20 it back for a second reading?

21 CHAIR DAVIS: What changes? Be specific.

22 COMMISSIONER DAVIS JOHNSON: Well, Mr. --

23 CHAIR DAVIS: Commissioner Davis Johnson.

24 COMMISSIONER DAVIS JOHNSON: Well, go ahead. She was
25 speaking. I'm sorry.

1 COMMISSIONER HUBBARD: Some of the changes that I mentioned
2 was not for, not for companies that are considered development
3 type business partners with the City or are attempting to do
4 development with the City. Those were included the last time.

5 That the only businesses that received funds the last time
6 would be businesses that were small and received in a very
7 menial amount, amount of funds. And that the local business
8 owners are first in line and highly considered for these funds.

9 Also that we -- the improvements that these persons make
10 are for our local contractors. And that -- it's hard to
11 continue to use the residents' monies and not put them to work
12 with it. So I think we definitely need to use the local
13 contractors provided for the local business owners. I gave you
14 some of the examples of those persons within our City.

15 And I think that again I reiterate that the big companies
16 and the development -- Mr. Skyers made a comment about start-up
17 businesses as opposed to existing businesses, or some -- you
18 know, for existing businesses.

19 MR. SKYERS: In terms of recruitment, yes.

20 COMMISSIONER HUBBARD: In terms of recruitment.

21 That the -- okay. That would be -- I just thought of
22 something. That would cover the business that I'm referring to,
23 an existing business as well.

24 The -- or this is not the same type of fund that I'm
25 referring to, someone that's relocating to the City, I'm not

1 talking about those funds. You know, I was talking about maybe
2 a person that's trying to newly start a business. So they would
3 not, they would not be applicable under this particular grant.

4 MR. SKYERS: Well, that all depends on how the revisions
5 come down. Are you wanting us to do speculation?

6 COMMISSIONER HUBBARD: No. What are you --

7 MR. SKYERS: In other words, you're looking for us to
8 provide seed capital for business? No?

9 COMMISSIONER DAVIS JOHNSON: Not under this program. Oh.
10 I'm sorry. You're speaking to her?

11 MR. SKYERS: Yes, ma'am.

12 COMMISSIONER HUBBARD: Yeah, I was the one asking him the
13 question.

14 MR. SKYERS: I'm not sure if I'm -- are you -- is it -- are
15 you conceptualizing --

16 COMMISSIONER HUBBARD: No, I wasn't asking you about
17 speculation or seed capital. I was just asking you to clarify
18 the statement that you had made earlier when I was talking about
19 the businesses down at the marina and you were saying we were
20 walking a tight rope. So that's what I was asking you about.

21 MR. SKYERS: Well, the tight rope has to do with the
22 statute requiring that the money be used -- we're really only
23 supposed to do, according to that statute -- and can we all keep
24 a secret here? Land assembly on predevelopment. You can ask
25 the attorney. We've broadly defined and interpreted that

1 statute as the years have gone by and, you know, we've been
2 lucky. There's going to come a day, because it happened down in
3 Dania, where somebody is going to ask a question.

4 COMMISSIONER HUBBARD: Right. So I'm not completely crazy
5 in interpreting it and asking you the questions that I'm asking
6 you because, like you say, we have broadly defined it; and I
7 said that -- you know, or we have broadly crafted it so we would
8 stay within, as close to the legal parameters as possible. So
9 we are way outside seed and assimilating as it is. So, you
10 know, I just want to make sure that we understand that.

11 So this is first reading. I think that it should be
12 brought back for second reading, and with changes that would
13 benefit the community more. That would assure us that it would
14 benefit the community.

15 CHAIR DAVIS: Commissioner Davis Johnson.

16 COMMISSIONER DAVIS JOHNSON: Listen, I get that we bend the
17 rules and we do things, but because we do it, do we continue to
18 do it? Do we not honor what the statute says? When we talk
19 about this, and this seems to be our pattern, we talk about what
20 we've done by way of being outside of the confines of certain
21 guidelines. At what point do we say we know what is right to
22 do, we do it and we create our programs to work within that
23 confine.

24 When we talked about this initially when it was brought to
25 us it was an incentive to improve the aesthetics of buildings.

1 It was not for a start-up business. It was for those existing
2 businesses.

3 I support putting in certain parameters for, for those
4 businesses that received dollars in the past. What I would like
5 to request is because this grant program did predate me I would
6 like to see those businesses that did receive dollars for this
7 incentive grant project and program, and I think that will give
8 me a better idea as to the direction that this program
9 ultimately wants to take.

10 But I would -- if we are going to bring it back, we need to
11 bring it back -- and I do believe there was language in here
12 that talked about 25% of the businesses that were going to be,
13 the contractors, 25% were going to be domiciled in Riviera
14 Beach.

15 MR. SKYERS: Absolutely. Yes. That's part of the --

16 COMMISSIONER DAVIS JOHNSON: So that language is there?

17 MR. SKYERS: Yes, ma'am.

18 COMMISSIONER DAVIS JOHNSON: Okay. So I'm just wanting to
19 get us out of the posture of skirting. You know, and I'm going
20 to get push back from that, but that is how I feel.

21 CHAIR DAVIS: Skirting?

22 COMMISSIONER DAVIS JOHNSON: Pardon?

23 CHAIR DAVIS: Skirting?

24 COMMISSIONER DAVIS JOHNSON: Skirting the rules. And if
25 the statute says this is what we need to do specifically, then

1 that's what we need to do, is all I'm saying.

2 CHAIR DAVIS: I thought that was your intent.

3 COMMISSIONER HUBBARD: Mr. Chair. Mr. Chair. You know,
4 I'm confused.

5 COMMISSIONER DAVIS JOHNSON: Go ahead.

6 CHAIR DAVIS: Hold on. Let's stay focused on -- hold on.
7 Let's stay focused on what we had. So it's going to come back
8 with some changes. Commissioner Davis Johnson said she would
9 like to sit with you guys and review what was done previously so
10 we can be prepared to make a decision.

11 COMMISSIONER DAVIS JOHNSON: Just send it to her.

12 CHAIR DAVIS: Well, just send it to her. Send it to all
13 the colleagues so those that cannot be here, they can have the
14 same information; so that when it comes back to this Board, I
15 just hope that all of my colleagues that are not here and the
16 ones that are here at least get with staff and start putting
17 those things in place so when the item comes back before us we
18 know we can make a decision from there.

19 COMMISSIONER HUBBARD: Mr. Chair, just so we won't waste
20 time the next time that we come back, and we're talking --
21 Mr. Skyers told us the two things that the statute states. And
22 we're saying we want to get out of the posture of skirting and
23 walking the line. Well, what we're talking about is totally
24 different from what he said. So we can't, you know, posture it
25 ourselves as if we are going by the statute, this is what this

1 says and this is what we're doing. So it's not like we are
2 trying -- this alone, you're walking the tight rope or you're
3 skirting. The proposal before you tonight is different. Not
4 that there's anything illegal or that there's anything wrong.
5 But I don't want to leave the public with the idea that in their
6 minds that we are changing what the statute said; and we're
7 doing anything that is totally different and wrong, and this is
8 another act of skirting the law, and that we are playing, you
9 know, playing footsie with the regulation.

10 Now, based on the reading, based on the statute, it -- this
11 will fit within the parameter as the things that we put.

12 Also the 25% local participation is not enough. It's not
13 enough for me. We need to try to push ourselves as close to 70%
14 local. How in the world can we talk about developing, giving
15 business incentives to people in this city, if you're not going
16 to give business incentives to the contractors? They're the
17 ones that will be getting incentivized by allowing them to do
18 the work on these particular buildings.

19 So all -- so we need to make sure that, you know, we have
20 more than a goal or more than an attempt. We need to say 70% of
21 this work need to be done by local contractors in the Riviera
22 Beach area. You know, it's insane.

23 CHAIR DAVIS: Okay. Mr. Skyers, before we go to
24 Commissioner Davis Johnson, I heard you very clearly, and what
25 you was relating to -- and correct me if I'm wrong -- you was

1 talking about past practices and where you're going now? Is
2 that what you were talking about?

3 MR. SKYERS: With respect to the statute? Or with respect
4 to where we had created the subdistrict for the assignment of
5 grants? Which --

6 CHAIR DAVIS: The statute. And then you started making an
7 example about the subdistricts previously.

8 MR. SKYERS: Right.

9 CHAIR DAVIS: About what the intent is as you talked about
10 making sure we do what we're supposed to be doing as far as
11 Statute 162.

12 MR. SKYERS: Yes, sir.

13 CHAIR DAVIS: I just want to make sure that we're talking
14 about what was previous and what we're doing now are two
15 separate things.

16 INTERIM EXECUTIVE DIRECTOR EVANS: Mr. Chair.

17 CHAIR DAVIS: Yeah.

18 INTERIM EXECUTIVE DIRECTOR EVANS: This program is designed
19 to enhance property values essentially. And that's directly in
20 line with the statutes. And the criteria that we need to work
21 in place, that ranks the various businesses that apply, that's
22 what we can look at to try and incorporate all the comments that
23 we've heard tonight.

24 CHAIR DAVIS: We want to eliminate slum.

25 COMMISSIONER DAVIS JOHNSON: Blight and slum.

1 CHAIR DAVIS: Slum.

2 MR. HAYGOOD: Mr. Chair. I'll talk with Mr. Skyers. The
3 interpretation that he's talking about has been evolving, if you
4 will, and a lot of CRAs -- and I don't know if this is a
5 discussion we want to have now -- have tried to find ways to
6 help with economic development. So...

7 CHAIR DAVIS: Okay. Ms. Davis Johnson.

8 COMMISSIONER DAVIS JOHNSON: Well, I just want to make sure
9 that I have these dates correct. You said February 23rd, March
10 15th and March 16th, we are going to invite our local
11 contractors out to provide them notice of the proposed projects,
12 to make sure that they're registered and get them prepared to do
13 the work. Are those days correct?

14 INTERIM EXECUTIVE DIRECTOR EVANS: Since we haven't passed
15 these regulations I would keep the March dates and delay on the
16 February 23rd, because I'm not sure what I have to tell them
17 about until the project is approved. The program. I'm sorry.

18 COMMISSIONER DAVIS JOHNSON: But we have the basic tenets
19 of what the project is. So why delay? Because if we're looking
20 to get this large amount of local participation then we need to
21 provide them with enough advance notice so that they can prepare
22 themselves and be ready to go after the work.

23 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, we can do that. If
24 the Board is confident that it will pass once we bring it back,
25 I'll gladly move forward.

1 COMMISSIONER DAVIS JOHNSON: But I think that that should
2 be a position that we take period, when we're looking to make
3 sure that we have local participation we need to make sure that
4 they have the information on whatever project we are doing as
5 almost in a pre-qualifying manner to make sure that they are
6 clear of the scopes. Because we have an idea of what the scopes
7 of work are because we talked about them; we talked about
8 pressure cleaning, we talked about lawn maintenance, we talked
9 about, you know, other repairs, so we know what that work will
10 look like. So it would be my recommendation if we are going to
11 be serious about approaching the local small businesses, to make
12 sure that they are included and get the majority of this work,
13 that they are prepared; and then there is no, there is no
14 indication that enough notice wasn't provided; there's, you
15 know, not anything that says that we were not forthcoming with
16 information in order to make sure that the local vendors are
17 successful.

18 CHAIR DAVIS: I agree.

19 INTERIM EXECUTIVE DIRECTOR EVANS: We'll proceed.

20 CHAIR DAVIS: Yes, ma'am.

21 So this is item number 5, we're going to have a motion to
22 postpone this until the next meeting?

23 COMMISSIONER DAVIS JOHNSON: It's to come back with
24 revisions. I don't think -- is it a postponement?

25 MR. HAYGOOD: Yes, it's a postponement.

1 CHAIR DAVIS: We need a motion for that?

2 MR. HAYGOOD: Yes.

3 COMMISSIONER DAVIS JOHNSON: Okay. Motion to postpone.

4 COMMISSIONER HUBBARD: Second.

5 (Vote taken.)

6 THE CLERK: Motion carries.

7 (The motion to postpone item number 5 passed unanimously.)

8 CHAIR DAVIS: Item number 6.

9 MR. HAYGOOD: A resolution of the Board of Commissioners of
10 the Riviera Beach Community Redevelopment Agency authorizing a
11 2017 On-the-Job Training Incentive Program for an amount not to
12 exceed \$100,000 in accordance with approved budget; directing
13 and authorizing the chairman and the executive director to take
14 such actions as shall be necessary and consistent to carry out
15 the intent and desire of the agency; providing an effective
16 date.

17 CHAIR DAVIS: Do we have a motion?

18 COMMISSIONER HUBBARD: So moved.

19 CHAIR DAVIS: Do we have a second?

20 COMMISSIONER DAVIS JOHNSON: Second.

21 CHAIR DAVIS: Thank you.

22 INTERIM EXECUTIVE DIRECTOR EVANS: The agency is requesting
23 approval of a new economic development program. This is
24 designed to create new job opportunities for local residents and
25 assist local businesses to expand and train their work force.

1 The 2017 On-the-Job Incentive Training Program would utilize up
2 to \$100,000 in job training funding that was approved in the
3 annual budget.

4 And Paul Skyers, our economic development consultant, will
5 provide an overview of this new proposed program.

6 MR. SKYERS: Paul Skyers, economic development consultant.
7 2001 Broadway, Suite 210.

8 This on-the-job training grant was actually an effort to do
9 some business development without getting too far away from
10 163.386. We have piggybacked on a federal program that's run by
11 Career Source Palm Beach County. Looking at how you drive
12 economic growth within your targeted area, within the community
13 redevelopment area through job growth, and wondering if we would
14 encourage both the existing businesses that are in the
15 redevelopment area and also businesses that are located outside
16 of the redevelopment area to consider taking on additional young
17 people, local residents, in a training grant.

18 The Career Source program offers a 50% reimbursement within
19 the first six months of training for individuals who qualify for
20 these programs. And they target high wage jobs, jobs that are
21 \$30,000 or better. So you're looking at skilled trades,
22 carpentry, electrical, marine tech; not necessarily service
23 industry related jobs; but those jobs that are higher wage and
24 require higher levels of skill.

25 We thought that if we added an additional incentive we

1 could compete more effectively in terms of having our businesses
2 hire more of our local residents. And also encouraging
3 businesses to move into the CRA to pursue opportunities like
4 this. Our particular addition to that would be a \$5,000 grant,
5 that's what we would cap it at. And comparatively speaking to
6 Career Source, we would add an additional 25% in terms of
7 incentive on top of their 50%.

8 What we've done is we've asked Career Source if they would
9 be kind enough to collaborate with us on the effort, because we
10 didn't want to work in cross purposes. And of course their
11 marketing efforts would dovetail into ours. Our area would --
12 we'd be only restricted to the CRA area. They're in charge of
13 the entire Palm Beach County. And they were happy, they were
14 excited about it because to date they only have three clients
15 here in Riviera Beach; so this would be an opportunity for them
16 to expand their platform and for us to get more of our local
17 residents hired.

18 The benefits would of course involve Career Source's
19 recruitment and training process. They screen candidates better
20 than most people do here in the county. It also involves
21 providing an additional benefit of lowering hiring costs for our
22 businesses that are located in the CRA. It ultimately provides
23 high wage employment opportunities for local residents. And
24 finally the availability of more trained workers, which is the
25 direction in which economic development is now moving towards.

1 Creating a skilled labor force that attracts more businesses to
2 come into the region. Ultimately we would have a higher
3 availability of trained workers in the CRA area, therefore
4 inducing more businesses to come in and locate within the CRA.

5 That's basically it in a nutshell.

6 CHAIR DAVIS: Mr. Skyers, is Tropical Shipping and the Port
7 of Palm Beach participating in this program?

8 MR. SKYERS: You know, they weren't one that was on the
9 list. I'm surprised by that because they have really good
10 paying jobs over there.

11 CHAIR DAVIS: Let's see if we can find a way to pull them
12 in. I know Tropical Shipping is definitely a part of that
13 apprenticeship program that they're working on, so you might
14 reach out to them.

15 MR. SKYERS: Great.

16 CHAIR DAVIS: Any questions by any commissioners on the
17 Board? Any questions?

18 COMMISSIONER HUBBARD: Are these all opportunities for
19 Riviera Beach only, residents only?

20 MR. SKYERS: I'm sorry, Commissioner?

21 COMMISSIONER HUBBARD: Is this for all Riviera Beach
22 residents only?

23 MR. SKYERS: No. I mean you could have residents who live
24 outside of Riviera Beach who these firms recruit because of
25 their skill sets. We're focused on lifting up the firm. If by

1 virtue of lifting up the firm and channelling local residents
2 there is a match then we're good. If there is no match we can't
3 very well dictate to that firm that they can only hire Riviera
4 Beach residents exclusively. It's a demand and supply equation
5 in the job market.

6 CHAIR DAVIS: Are we supplying a match for Riviera Beach
7 residents only?

8 MR. SKYERS: Well, no, no. The grant is really for the
9 firm. It's not for the individual. It's to encourage the firm
10 to hire --

11 COMMISSIONER HUBBARD: To offer Riviera Beach residents an
12 opportunity?

13 MR. SKYERS: I'm sorry, ma'am?

14 COMMISSIONER HUBBARD: To offer Riviera Beach residents an
15 opportunity?

16 MR. SKYERS: That's one of our objectives. It's not the
17 exclusive objective. It will also encourage them to hire -- if
18 they have a candidate that they're looking for that has certain
19 skill sets that a Riviera Beach resident doesn't have, then you
20 can't very well tell a Riviera Beach firm, only stick with the
21 local job pool, because there may be a certain skill set that
22 they require for their training program.

23 COMMISSIONER HUBBARD: But on-the-job training, and
24 that's -- our goal is to get our residents trained into these
25 high end jobs. And if they go outside to look for people that

1 already have those skill sets on our dime then our residents
2 won't ever get that foot in the door, that opportunity to be
3 trained for that.

4 And if we are -- if they're getting a 50% match from the
5 county and a five -- and five thousand from us --

6 MR. SKYERS: 25%, yeah.

7 COMMISSIONER HUBBARD: 25% from us, I think it's incumbent
8 upon us to use our dollars to uplift the residents of our
9 community.

10 Now if they want to go get someone outside of the county, I
11 mean outside of Riviera Beach, then they can, but not with the
12 \$5,000 that we're giving.

13 MR. SKYERS: If that's the pleasure of the Board. I would
14 say to you that in your effort to encourage businesses to grow
15 and to proliferate within your CRA area there's probably a
16 balance that you would like to strike in terms of ensuring that
17 those firms have the capacity to do the work that they're here
18 to do or to expand their businesses, because ultimately the
19 benefits will accrue to the City and the CRA area. So there's a
20 balance there.

21 COMMISSIONER HUBBARD: Those same businesses are businesses
22 that are saying that we don't have the skilled and trained
23 workers here in the Riviera Beach area. And we're saying to
24 them now, here's \$5,000, 25%, plus the 50% with the county, now
25 you train them, now you make them the skilled worker and the

1 trained worker that you've been looking for. Because those are
2 the same people that are saying that we don't have those skill
3 sets here in our city. So we can't continue to finance other
4 people to be that trained employee when we want our residents to
5 be that trained employee.

6 MR. SKYERS: One of the benefits of this collaboration is
7 that Career Source is extremely good at prescreening and
8 preparing people. It's not a job readiness program but it's
9 close to it. So we can insist in our dialogue with them that we
10 would like for those job opportunities that are available, any
11 of the firms that apply for the program, that the Riviera Beach
12 candidates be prepped and primed for those opportunities.

13 COMMISSIONER HUBBARD: But, you know, that they get the
14 \$5,000 if they are Riviera Beach residents.

15 MR. SKYERS: Oh, Career Source has no -- they can't dictate
16 to us who we assign our grant money to. It's up to you as a
17 commission to -- you can even look at me and say, well, you
18 know, a \$30,000 threshold is too low or too high. I mean it's
19 up to you as a commission to determine that.

20 INTERIM EXECUTIVE DIRECTOR EVANS: Mr. Chair.

21 CHAIR DAVIS: Mr. Evans.

22 INTERIM EXECUTIVE DIRECTOR EVANS: If you want to approve
23 it with the requirement that the portion of the money that's
24 provided by the CRA only goes to Riviera Beach residents then we
25 can try to write it just like that.

1 We actually have to go and do an MOU with Career Source in
2 order to proceed. So we'll go and discuss that requirement with
3 them and proceed if possible.

4 COMMISSIONER HUBBARD: That's fine. Because I think, you
5 know, that's what we're all about. We're only here for the
6 Riviera Beach residents. We're only here -- you know, that's
7 what we're here for, we want to provide good trained skilled
8 workers, employees for the companies here.

9 MR. SKYERS: Yes, you are. Yes, ma'am. Thank you.

10 CHAIR DAVIS: Thank you, sir.

11 Any questions by the rest of the commission?

12 Madam Clerk.

13 COMMISSIONER HUBBARD: I make a motion that --

14 CHAIR DAVIS: Oh. I'm sorry. Hold on. One card.

15 Ms. Bonnie Larson.

16 MS. LARSON: I'm glad Mr. Skyers clarified that because
17 that wasn't how I read it at all. I read it that -- I was
18 thinking, and I thought I read it that way, that the people in
19 this program would be paid a minimum \$15 an hour, and they would
20 have to be paid the same as a trained person in that same
21 position would be paid, and that the CRA would pay 75% of their
22 salary. That's how I read in the backup. But that's not at all
23 what he's saying.

24 I thought what they were going to be doing was offering
25 employees to businesses along Broadway, let's say, and then

1 those people were supposed to train the individuals and pay them
2 a salary, CRA paying 75% of that salary. But that's not what
3 he's saying at all. He's saying this Career Source is going to
4 pay 50%. And it sounds like the people already have to be
5 trained. It sounds that way. Please clarify after I'm done,
6 please to clarify. Because I read it wrong. I read you have to
7 pay them \$15 an hour and you have to pay them the same as the
8 person in that position already would be paid. So it doesn't
9 really make -- I agree with Ms. Hubbard on that. Why would we
10 put CRA money into training a person say from West Palm or Fort
11 Lauderdale or whatever, if we're trying to get more people here
12 involved? If Career Source wants to do that and pay them,
13 that's fine; but I don't think we should put our CRA money into
14 it.

15 And he also said that it could be within the CRA or outside
16 of the CRA. I disagree with that too. It should be just within
17 the CRA. If the rest of the City wants to do it, let the City
18 absorb that cost, not the CRA.

19 So if I could get clarification, because I read this
20 completely different than what he described. But I don't
21 believe that we should be paying for employees from outside of
22 the City.

23 Thank you.

24 CHAIR DAVIS: Thank you.

25 Mr. Evans.

1 INTERIM EXECUTIVE DIRECTOR EVANS: I'll just clarify that.
2 Because it's a Career Source program, their program remains
3 unchanged. So some of the comments would just reflect how their
4 program will continue to operate. But we can -- how we add on
5 to their program and enhance it, those are the things that we
6 can control and will do so based on the Board feedback tonight.

7 CHAIR DAVIS: Madam Clerk.

8 (Vote taken.)

9 THE CLERK: Motion carries.
10 (Motion passes with a unanimous vote.)

11 CHAIR DAVIS: Item number 6. No. 7. That's your add on.
12 That was discussions, deliberations of food trucks around the
13 Marina development -- CRA food trucks?

14 COMMISSIONER HUBBARD: Yes. The reason I wanted to add
15 that, Mr. Chair, is because we, prior to Mr. Brown leaving, on a
16 tour that we took, we saw that there was the three pads that was
17 set aside for the food trucks. And I know that Mr. Scott Evans
18 and Mr. Willis Williams and an electrician went out to look at
19 what was necessary and what was needed down at the marina for
20 him to get started.

21 What I wanted to find out was with the encouragement given
22 to him, led by Commissioner Pardo, and reinstated -- or restated
23 by Mr. Brown on that evening, what is the holdup and what do we
24 need to do to get that going? Because I think right now is a
25 prime time when we have a lot of people using the marina and I

1 would like to see something like that get started and get going
2 down there. And being that he is an existing business I hope
3 that he can also apply for this.

4 But I just want to get some information from Mr. Evans.
5 Those three pads, what's going on with them? At what point can
6 we look for him to be able to locate and get started?

7 CHAIR DAVIS: Really quick, before we get started -- I'll
8 let you go ahead. I'll save my question until later.

9 INTERIM EXECUTIVE DIRECTOR EVANS: There is a portion in
10 Bicentennial Park where we specifically envisioned that we would
11 have food trucks come in on a regular basis in the original
12 plan.

13 Mr. Williams' food truck is not the type of food truck that
14 we had envisioned at that time. The way it was designed, the
15 Bicentennial Park portion, it was envisioning trucks that would
16 come in for our event and then they would leave. Mr. Williams'
17 food truck is a permanent one. So he needs to come in, set it
18 up permanently, and then have services brought to that. I guess
19 we would call it a modular or mobile unit. So it can be moved
20 but it needs to be moved and then it would stay in place.

21 So if the Board decided that they wanted to place a more
22 permanent structure --

23 COMMISSIONER HUBBARD: Excuse me, Mr. Evans. That couldn't
24 possibly be the true -- I mean the case, because when the three
25 pads was there, the three -- there were three pads there. The

1 original vision included enough space for three permanent food
2 trucks.

3 Now I know you brought back a proposal for a mobile food
4 truck event where people would come and go and we would have
5 the -- what do they call it? The food truck invasion. I know
6 that you brought that back.

7 But even, even to the tours, the last tour that we had, the
8 three pads are there because it was envisioned that there would
9 be room for three permanent food trucks.

10 If that wasn't the case, it wouldn't be there, that ground
11 and the infrastructure, it wouldn't be there. They are right
12 there to the -- my sense of direction -- right of the
13 amphitheater area.

14 INTERIM EXECUTIVE DIRECTOR EVANS: Well, if the Board would
15 like a presentation for a potential to install a permanent food
16 truck in Bicentennial Park, then I can -- we can do that.

17 COMMISSIONER HUBBARD: No, that's not what I'm saying at
18 all, Mr. Evans. I don't want you to convolute what I'm saying
19 and what's really going on down there. Down there now, we don't
20 want a proposal for the permanent food trucks because, one,
21 we've already had one we've already allocated a spot for, and
22 it's already been discussed up here --

23 CHAIR DAVIS: Excuse me.

24 COMMISSIONER HUBBARD: And even when Mrs. -- this happened
25 and this presentation happened before Mr. Brown even left.

1 CHAIR DAVIS: Mr. Brown, when he proposed that, it was
2 never permanent food trucks. That was for Restaurant Row or for
3 the developer who responds to an RFQ --

4 COMMISSIONER HUBBARD: That's not what I'm referring to,
5 sir.

6 CHAIR DAVIS: Hold on. Hold on. I'm only discussing the
7 pads. Anything else, I'll let you all have that discussion.
8 But we only can talk about the pads that were discussed back in
9 2013 and 2014, those pads was discussed, the potential plan was
10 on Restaurant Row or if there's a developer to come in that's
11 going to work on that waterfront area. We never made a definite
12 decision as a Board. There may have been some discussions that
13 went on, but this Board never made a decision to execute and
14 pick a designated area for a permanent food truck. Now that's
15 something that we have yet to make a decision on at that time.
16 Now I just want to address the pads. Now whatever else you're
17 talking about --

18 COMMISSIONER HUBBARD: You're talking about something
19 totally different than what I'm talking about, because the
20 Restaurant Row is in the front of the marina, east of the Rafiki
21 Tiki, along the waterfront. That's where Restaurant Row pads
22 are.

23 Now if you go over into Bicentennial Park, and you see
24 where the amphitheater is, west of the amphitheater is three
25 pads that was designated for the food trucks.

1 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, there's two areas
2 of reinforced concrete in Bicentennial Park that was designed so
3 that food trucks could come in and utilize it, yes.

4 CHAIR DAVIS: But they weren't permanent food truck pads
5 though, right?

6 INTERIM EXECUTIVE DIRECTOR EVANS: A permanent food truck
7 is different, yes.

8 CHAIR DAVIS: That was for if we was having events, that
9 would be the location that trucks would park, because you don't
10 want to tear up the grass that we have in Bicentennial Park. I
11 just want to make sure that I heard it right when it first came
12 before the Board.

13 INTERIM EXECUTIVE DIRECTOR EVANS: If the Board wants to
14 put a permanent food truck, then we can put it on the agenda and
15 you can review it. But I'm just saying that --

16 COMMISSIONER HUBBARD: But I don't want you to mislead the
17 council into thinking that I'm talking about something totally
18 different than what I -- that this has not been discussed, that
19 there were no food truck pads designated, that there weren't
20 ever any vision for food trucks down there. This is, this is --
21 I'm saying the correct thing. I know what happened up here, and
22 I know what we discussed. I know that the restaurant pads are
23 on the east side facing the water. And I know that the food
24 truck pads are to the west of the amphitheater and it's inside
25 Bicentennial Park.

1 And if you're not clear, you will notice the last time that
2 we had the jazz event that Mr. Lowe held out there, on the side
3 where you saw the Bryan Boysaw law firm, that's the area where
4 the food truck was designated for the food, for the food trucks.
5 And it wasn't a temporary situation; it was talked and presented
6 as those were three permanent spots.

7 CHAIR DAVIS: Is there any documentation to verify that
8 being permanent? And that way we can -- because if it is, I
9 stand corrected. I'd like to see some documentation stating
10 there was a permanent food truck. If that's the case then we
11 have a different situation.

12 COMMISSIONER DAVIS JOHNSON: The pads, Mr. Chair, to my
13 recollection of when we had the retreat and we took the tour,
14 the pads were discussed for food truck invasions coming in. And
15 I was under the impression not that there would be permanent
16 businesses set up but that we would have those pads available so
17 that we could have those events and have those businesses come
18 in and be fluid and flow out. Now that was how I understood it.

19 I don't remember a conversation that spoke specifically to
20 permanent businesses on those pads. The pads were there
21 permanently but we didn't -- I don't remember participating in a
22 conversation that said that we were going to make permanent
23 businesses on those sites, on those pad sites. That's just what
24 I recall. I don't recall the permanency conversation.

25 CHAIR DAVIS: Mr. Evans, to piggyback off that. Is there

1 an area within the CRA, somewhere else within the CRA over there
2 that we can put a permanent food truck at? Is there any other
3 areas?

4 INTERIM EXECUTIVE DIRECTOR EVANS: Potentially.

5 Mr. Williams did apply to put one along Broadway. And so one
6 of the things I have discussed with him was perhaps we could
7 just talk with the Department of Community Development to see if
8 perhaps that would be a possibility within the code and within
9 what's allowed; if he made certain improvements to the property
10 could he place his food truck permanently on a location
11 somewhere along Broadway, or really anywhere in the City. So
12 I'd be happy to have that discussion with Community Development
13 and understand what's required permitting-wise to get that.

14 CHAIR DAVIS: So what kind of improvements will be needed
15 for something like that? This is the first time we're really
16 going to a permanent food truck.

17 INTERIM EXECUTIVE DIRECTOR EVANS: In this particular
18 case -- it's different for every truck. I believe Mr. Williams'
19 truck requires electrical, which is common, and also I believe
20 he needs to have water. So not only water to supply his food
21 truck but also water to -- a connection to sewer, rather.
22 Because I'm not sure if his truck has that capability. But we
23 can explore that if the Board wants me to.

24 CHAIR DAVIS: Yeah, please get with Community Development.
25 You know, if there's an area that we can put a food truck down

1 there somewhere, I can support that. But based upon the plan
2 that we already had existing in place, I just want to understand
3 that that's where we're at with that. But if there's somewhere
4 in the area around the marina area that we could do that and
5 still focus on some of this funding to make that happen, that
6 can be something that, you know, that he can apply for as well,
7 to make that part happen as far as improvements. The same fund
8 that we just approved.

9 But let's -- I don't want to forget about these public
10 comment cards for these two items. Ms. Margaret Shepherd and
11 then Mr. Willis Williams.

12 MS. SHEPHERD: Margaret Shepherd, Riviera Beach.

13 Thank you tonight for the wonderful discussion. And I just
14 impede you all to move very fast with the food trucks. Every
15 time I go down with family or friends, just to sit at the
16 waterfront, we have to bring our package lunch. And, you know,
17 if you go to the Racetrack or get a sandwich, Coke, it will run
18 about eight, nine dollars. And I just think it would just
19 enhance the city and give people something to look for, to come
20 down to the marina. It's a beautiful place, but I think it's
21 going to waste because we have nothing to offer but a Pepsi Cola
22 machine. Even as you guys were getting ready I think you should
23 have put a sandwich, one of those cases where the sandwiches are
24 at, or -- I don't know, something to bring the people to the
25 marina. The place is just gorgeous and beautiful, but it just

1 appear to me that we're just wasting our time. We need money
2 but -- we just look like we don't have a vision.

3 I was listening to Mr. Williams for quite a while talk
4 about that food truck. And I just think it's just a waste of
5 time with the citizens, and really with the City of Riviera
6 Beach, if we just don't take time and move forward.

7 And, Ms. Hubbard, I really agree with you, you all have to
8 stop and smell the coffee. It seem like we're just all over the
9 place and we're not focusing on how to make this city better.

10 I heard somebody say we're moving the city forward. How
11 can we move the city forward when we have such a beautiful
12 marina? They're about to have a food truck invasion down in
13 West Palm Beach, and trucks are coming from everywhere. We have
14 the same -- in fact, what you all envisioned is what we started
15 out. They're taking over our vision. And we're yet standing
16 still.

17 So I hope this is a good conversation, not just conversate
18 but you guys need to get a plan and move this city forward. You
19 say it's the best city to live, work and play, it's something
20 that you're just saying and you're not moving forward. I know
21 you all have a lot on your agenda and, you know, I'm very
22 grateful that you're taking time. The thing was changing the
23 culture. We have to change the culture; but we just can't
24 change the culture by just talking about it. So I impede you
25 and I thank you today, the conversation was very good today,

1 enlightening.

2 And I think Mr. Scott. I think he really has the passion
3 for the CRA.

4 So I hope we kind of buckle in and move the city forward.
5 Thank you.

6 CHAIR DAVIS: Mr. Willis Williams.

7 Thank you.

8 MR. WILLIAMS: Good evening. Willis Williams, Riviera
9 Beach.

10 Just to give you a little history here. For two and a half
11 years now, or better, I've been talking about this food truck.
12 And some time ago I passed out different little brochures of the
13 truck that I have. I made sure every councilperson got one, so
14 you will know whether it was not mobile or what have you.

15 Prior to Mr. Brown leaving, I was showed three different
16 areas at the marina, with Mr. Spence and some other people that
17 were there at the time. The area east, where Restaurant Row is,
18 has always been Restaurant Row. The area by the amphitheater
19 was set up -- Tony showed me three different areas and said you
20 can go here, here or here; but this is where I want you over
21 here at, at the spot where the pads were heavily put for the
22 food trucks and things of that nature.

23 So to say that this never was said or never was done, it's
24 ludicrous.

25 But, you know, the game playing is going to stop eventually

1 because I'm going to make everybody get upset one night up here
2 at this podium.

3 Mr. Scott called me today and said to me -- and I didn't
4 even know where was the meeting at tonight until I thought about
5 it and I looked at my calendar. And he -- I don't know why he
6 didn't mention it to you. But we are going back now to the
7 original plan was where we talked about going on Mr. Healey's
8 property, where Mr. Healey was very adamant about giving me the
9 piece of property, letting me have that to do that.

10 Scott has mentioned to me today that Tyler, who is
11 Mr. Healy's head man as far as this area is concerned, will be
12 in town next week; and we will get together with him and the
13 people here at the City in order to move that forward at that
14 piece of property.

15 My concerns are I needed to go where I would say that I was
16 going to go where they told me I was going to go. But if we
17 need to work out some other things about other properties on
18 that area, other spaces down there, I am not against that. We
19 will sit down and we will work that out, Scott.

20 But the problem here now, like I said before, I made a
21 \$40,000 investment on the fact of someone saying to me that you
22 will be our first vendor as far as a food truck here at this
23 area. I need that to happen and I need it to happen now.

24 I've got a \$40,000 piece of equipment that's just sitting
25 in my yard.

1 So if what you said to me this afternoon prior to coming
2 here is accurate, then I'm willing to work with you guys in
3 trying to make this come to fruition.

4 Thank you.

5 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

6 CHAIR DAVIS: Commissioner Davis Johnson.

7 COMMISSIONER DAVIS JOHNSON: Well, that was quite
8 enlightening because I wasn't aware that a conversation had
9 taken place between Mr. Brown and Mr. Williams with regards to
10 him being the first business. That was not something that I was
11 aware of. And based on what was presented was the mobile food
12 truck and never an intimation that there was that discussion.
13 So I can't -- I can only speak to that which I was a part of and
14 that I participated in. I had no idea that those were the kinds
15 of conversations that you were having. And so whatever the plan
16 is, you know, we need to certainly work within those confines.
17 But I still will stand firm on the fact that the only
18 information that was presented to me with regards to those pads
19 to the west of the Event Center, which would be in the
20 Bicentennial Park area, was that it was for temporary food
21 trucks. That's what I knew it to be. I didn't know about the
22 back story or the conversations that have been had, nor the
23 promises made. I can't speak to that.

24 You know, I certainly empathize with the fact that you took
25 those steps on the basis of a conversation that was had that

1 never has fully come to fruition.

2 And, Mr. Evans, whatever the offer was to look at the
3 additional property, then I think you should follow through with
4 that. We cannot continue to string our businesses along with
5 promises of placement and then not follow through.

6 INTERIM EXECUTIVE DIRECTOR EVANS: I will say that I am
7 quite aware that Mr. Brown did meet with him on that, and that
8 discussion of using that area as a permanent food truck was not
9 in the original plan. So Mr. Brown may have been deciding to
10 propose a change. And if this Board decides for me to bring
11 that change forward, I'd be happy to do so.

12 CHAIR DAVIS: Okay. Thank you. That's the last public
13 comment card for that item.

14 Let's move on to -- oh, no, we can't go to public comment.
15 That was a discussion, deliberation, so that will come back at a
16 later date after you meet with Community Development.

17 So let's go to public comments at this time. We have four.
18 We're going to go to Ms. Margaret Shepherd.

19 COMMISSIONER DAVIS JOHNSON: That wasn't public comment?

20 CHAIR DAVIS: That was the comment card for that item, item
21 7.

22 COMMISSIONER DAVIS JOHNSON: For discussion?

23 CHAIR DAVIS: The discussion, yeah, there was two cards for
24 that.

25 I'm sorry. Ms. Shepherd.

1 MS. SHEPHERD: Margaret Shepherd, Riviera Beach.

2 First I want to thank Mr. Scott Evans. I think you're
3 doing a really wonderful job. I think when Mr. Brown was here,
4 made some decisions, and I don't think you really knew about
5 them. A couple of decisions that he made about Southside
6 Coalition, a few things he said he was going to do, and that's
7 some of the things that I think need to be discussed. But I do
8 think you're trying to intervene and try to accommodate all of
9 us. Sometimes you can't accommodate all of us. But I
10 personally want to thank you.

11 And I was so intrigued on Saturday with Mr. Neimah Spence.
12 Such a wonderful, wonderful morning. I really don't like to get
13 up on Saturday mornings but when Neimah asks me to do anything I
14 try. Since he's been in charge with the Ambassadors he has
15 truly been committed to us over at Ms. Watson's place, Healthy
16 Foods, Healthy Choice. I think I'm saying it right.

17 MS. JENKINS: It's Healthy Food, Healthy Living.

18 MS. SHEPHERD: Healthy Food, Healthy Living, that's what --
19 but anyway, Ms. Willie Watson is doing such a great job.

20 And I appreciate Mr. Spence coming over to my street, we're
21 trying to get a, like whatever going over there. They don't
22 communicate with one another. But it is some crime or whatever
23 going on over there. They had a bus over there I think Friday.
24 And I just thank Neimah for sending the ambassadors over there.
25 They are just such warm people, Mr. Scott, I love them.

1 I go over to the Ocean Mall with my family, and I mean they
2 are so nice, they open the door, they carry your packages. And
3 they are just intrigued, they're coming from Detroit, and a
4 couple of them came from Ohio, and they just never seen nothing
5 like the Ocean Mall. And I took them over to the marina and
6 they're quite intrigued. And I told them come back in a couple
7 of years and we're going to be moving. So, unfortunately, it's
8 falling on your back. And I hope when they get back here
9 they'll have an opportunity to go to the Rafiki Tiki. They were
10 over to the Cafe Hub, and I tell you we're, we're moving
11 forward. They loved the soup at Tony's Subs. So we have
12 African Americans that want to make a place for themselves here.
13 And unfortunately I want to see more.

14 So I thank Neimah again. Ms. Willie Watson. She just had
15 made a wonderful dent into this community. Because right now
16 the way things are going, any time you can get some extra help
17 is very much needed.

18 So I thank you, Mr. Evans. And I thank Neimah for making
19 sure that even when I'm depressed he comes over to make sure
20 that my life is just a little bit upbeat. Because the last
21 couple of weeks I was terribly depressed about a lot of things;
22 but he said it's going to be okay, it's going to be okay.

23 So with that I thank the CRA, and I thank him. And I just
24 think that you all are doing a good job. On a scale of one to
25 ten, I think you guys are at a nine. So that's a good thing.

1 And I just hope you keep the open discussions so people can
2 understand what's going on in the city. I think transparency is
3 the most important thing.

4 Thank you.

5 COMMISSIONER DAVIS JOHNSON: Thank you, Ms. Shepherd.

6 Ms. Delcia Brooks Hamilton.

7 MS. HAMILTON: Good evening, council, chair. It's been two
8 and a half years coming here, just like that gentleman. We have
9 a beautiful marina, but guess what, it's not making us any
10 money. So what do we need to do? We need to get on the
11 program.

12 The name of my restaurant is Pangia Grill. And I have over
13 100,000 worth of equipment sitting in a storage that I'm paying
14 for.

15 I need you councils to tell me what is the delay in
16 building the restaurant pads. Because I've been ready.

17 I met with Scott about two days ago, and he mentioned to me
18 that there is a hold. I don't know why there's a hold. Because
19 as far as I see, we're losing money. And we have a lot of kids
20 around here that we can be training, giving them jobs, training
21 them to become cooks. And I think we're wasting time, money.

22 I feel like my time is being wasted. Because I do have the
23 funding to move forward. And I need someone to give me some
24 answers.

25 Because I had initially chosen pad site B, which is the one

1 in the middle, right on -- is that 13th Street? And I had my
2 architect, gave me a rough draft; I had my contractor came by
3 and took a look, took measurements and everything, gave me a
4 price; but then I was told that I couldn't move forward; I had
5 to wait until council or -- at that time it was Tony Brown and,
6 you know, he's not here, so it's like where do we move forward?
7 And I'm like lost here.

8 COMMISSIONER HUBBARD: Madam Chair.

9 COMMISSIONER DAVIS JOHNSON: Yes, Ms. Hubbard.

10 COMMISSIONER HUBBARD: While you're there, Ms. Pangia
11 Grill, I'd like to -- I know -- oh, good, he's stopping your
12 time. Okay. Since we have the economic development consultant
13 on board now, can't we take a look at her package and see if
14 it's economically feasible that she would be able to sustain a
15 business that we would like to see down there at the marina?
16 It's not like we have people chomping at our bits. And I mean
17 money is money, and if it's a viable business and she can build
18 it from the ground and have that construction, I think we need
19 to take a good look at it. I mean an earnest look, a look at
20 her package with good intention. And if not, we need to at
21 least tell her why.

22 INTERIM EXECUTIVE DIRECTOR EVANS: Mr. Chair.

23 CHAIR DAVIS: Go ahead.

24 INTERIM EXECUTIVE DIRECTOR EVANS: The -- I completely
25 agree that we need to move forward with Phase II. And at the

1 recent retreat that was held at the end of January, I think the
2 Board gave me very clear direction that you also want to move
3 forward with Phase II. And I met with Ms. Delcia Brooks several
4 times actually since then; and I explained to her that we are
5 going to need to develop an RFP and to make that available; and
6 that we would encourage her to apply.

7 And if in the meantime the Board would like me to have
8 Mr. Skyers to meet and review her application and her various
9 information, I guess business plan, we can do that towards
10 helping her get ready to make application.

11 COMMISSIONER HUBBARD: Didn't we already have an RFP in the
12 newspaper about the restaurant pads, soliciting interest?
13 Because we also had, I remember clearly about -- we were talking
14 at that time, remember Viking was talking about the trouble that
15 they were having engaging persons in there? Because there was
16 an article in the paper asking for solicitations.

17 The chair doesn't remember, he's shaking his head.

18 CHAIR DAVIS: It wasn't us.

19 COMMISSIONER HUBBARD: But Mr. Scott is shaking his head up
20 and down, he remembers.

21 CHAIR DAVIS: It was CBRE that did that.

22 COMMISSIONER HUBBARD: Yes, we had them, they were our,
23 they were our proxy. Yeah, CBRE worked for us, to do that.

24 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, CBRE was hired to
25 evaluate potential candidates.

1 COMMISSIONER HUBBARD: Exactly.

2 INTERIM EXECUTIVE DIRECTOR EVANS: And the Board terminated
3 CBRE's role in reviewing future restaurants --

4 COMMISSIONER HUBBARD: I know we don't have them. But what
5 I'm saying is we did go out, it was in the paper. And to sit
6 here and to say, no, that it wasn't the case -- it was in there,
7 Mr. Chair. We didn't do it ourselves, meaning you and the other
8 council members. We don't do that. We solicit a company's
9 services. And the company that we solicited was CBRE to do that
10 for us.

11 And they -- at the end of a certain time we severed our
12 relationship with them. But that has nothing to do with the
13 fact that it was actually in there. To say it wasn't is being
14 quite disingenuous. It was definitely in there, because I might
15 even have a copy of the article itself when we put it out for,
16 when we put it out for bid. So that's why people were applying,
17 that's why people were showing interest. And that's why I'm
18 asking you when you said we need to put out an RFP again, that's
19 why I was asking you for explanation, when I know very well we
20 did.

21 CHAIR DAVIS: Thank you. Miss --

22 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

23 MS. HAMILTON: Can I speak?

24 CHAIR DAVIS: No, no. This is public comment and we must
25 respect everybody's time.

1 COMMISSIONER DAVIS JOHNSON: We stopped her in the middle
2 to have a conversation. They stopped her. She had a minute.

3 CHAIR DAVIS: I apologize.

4 COMMISSIONER DAVIS JOHNSON: But one moment, please.

5 Mr. Evans, how far did we get in the process with the RFP
6 with CBRE? Did it go anywhere? What did we do with it?

7 INTERIM EXECUTIVE DIRECTOR EVANS: CBRE advertised our
8 opportunity that we were looking for restaurants to come in and
9 locate at the marina. And then they prescreened I think about
10 approximately 70 potential applicants.

11 COMMISSIONER DAVIS JOHNSON: 70?

12 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. And then those
13 applicants then, some of them were selected; and we negotiated
14 with several of them. Mr. Brown was the executive director at
15 the time, and so he worked directly with CBRE to negotiate with
16 potential candidates to locate at the marina. And we did not
17 get to agreement with any company, and CBRE was released.

18 So what I would like to do as quickly as we can, get this
19 opportunity back out as a part of a new RFP, so that we can find
20 restaurants to build out the marina.

21 CHAIR DAVIS: And to -- no, I'm going to be sensitive to
22 her time that someone cut off of her.

23 So I'm going to let you go ahead. Yes, ma'am.

24 MS. HAMILTON: I have two copies of the ad that was placed
25 in the paper. I was the first person to respond, and the only

1 person to respond to the ad.

2 COMMISSIONER DAVIS JOHNSON: How did we get 70 people if
3 she was the only one?

4 CHAIR DAVIS: No, it was 70 people.

5 MR. HAYGOOD: There was more than one.

6 CHAIR DAVIS: There was more than one person. Because I
7 talked to BurgerFi and they was upset.

8 INTERIM EXECUTIVE DIRECTOR EVANS: It was a long process.
9 It was open for many months --

10 CHAIR DAVIS: She wasn't the only one.

11 INTERIM EXECUTIVE DIRECTOR EVANS: -- and they ran many,
12 many advertisements.

13 COMMISSIONER DAVIS JOHNSON: Okay. She's one of 70.

14 MS. HAMILTON: I have the first ad, and I have the second
15 ad. And I remember all the candidates --

16 CHAIR DAVIS: Let's give her another minute and a half.

17 MS. HAMILTON: -- that came.

18 COMMISSIONER DAVIS JOHNSON: One minute.

19 CHAIR DAVIS: Let's give her another minute, Ms. Jenkins,
20 so we can be sensitive to her time.

21 MS. HAMILTON: Thank you.

22 CHAIR DAVIS: You can start.

23 MS. HAMILTON: I remember all the candidates. I came to
24 the meetings, the ground breaking. You know, this Rafiki Tiki
25 was not in the first process. He was in the second ad. So I'm

1 not understanding how Mr. Demetri got selected and I was never
2 selected. I submitted my LOI. I believe that I gave it to Mark
3 Blomke, and a copy was placed on Scott's desk.

4 I kept in communication with Tony Brown. He would refer me
5 Nicole from CBRE. I never had a chance to really speak to her.
6 She would always put my calls on recording. And one time I
7 decided that I was going to befriend her on Facebook to get, you
8 know, to speak with her, but that never really happened.

9 So in the meantime they're having negotiations with other
10 people, and my LOI was submitted.

11 You know, I've been in the restaurant business for a very
12 long time. Right now I manage the golf course in Boynton Beach,
13 The Links. And I manage the, also the clubhouse over at Royal
14 Palm Beach in the Commons Park. I also threw a free breakfast
15 for the whole community; some of the councils came. So, you
16 know, I have the experience.

17 And this was advertised as the minority opportunity. You
18 know, I'm a small business owner, I'm a woman and a minority,
19 and I have points. So I would definitely like to participate in
20 the Restaurant Row pad site B and, you know, with your
21 assistance.

22 CHAIR DAVIS: Thank you.

23 Mr. Evans will be in touch with you. Okay?

24 MS. HAMILTON: That's what I was told the last time.

25 Thank you.

1 CHAIR DAVIS: Ms. Bonnie Larson, and then Ms. Mary Brabham.

2 MS. LARSON: Mr. Brown made a lot of promises to a lot of
3 people. I heard there was another person that he invited down
4 there, don't worry, you're going to get the first spot at the
5 marina. Never happened.

6 Mr. Brown is now fired. Probably for not asking the Board
7 to do a number of things. One of the reasons.

8 We talked about a permanent food truck tonight. And no
9 matter where it is, I think we need to be very careful with that
10 because we don't want to look like a mobile city. We're trying
11 to entice people to come here, build a facility and stay here.
12 We're going to look like the travelling caravan if we have
13 trucks everywhere. People who now own businesses are going to
14 say what's the point, I can just go out and buy a truck; I don't
15 need to construct a building. Is that what we're looking for?
16 Especially at the marina, 35 million dollar marina, do we want
17 to have a lot of little trucks there? Do we want to have a lot
18 of little trucks on Broadway? Like I said, we have to be
19 concerned about the people who do have businesses there, and
20 keep those businesses there so we don't look like we're a
21 temporary city.

22 Ms. Hubbard, you spoke about the Ocean Mall tonight. And
23 when I was here during all of that I understand exactly what
24 you're saying, we have to be very careful. I didn't see
25 anywhere on that deed for the golfing facility, I didn't see

1 anything that said that Riviera Beach or the CRA was the --
2 could be the assignee. I didn't see that.

3 And if they have two-thirds of the money they need for
4 construction, again I don't understand what the problem is.
5 They have an agreement with us right now until 2018, that we're
6 going to hold it for them until 2018. But they mentioned they
7 have two-thirds of the money. So I don't understand that whole
8 money thing that they were talking about.

9 But like I said, I didn't see Riviera Beach or the CRA as
10 the assignee. It sounded to me like they could assign it to
11 anybody else.

12 We talked about having no food at the marina. The Rafiki
13 Tiki that was supposed to open in January, I guess now it's
14 scheduled for sometime this month to open.

15 Also we have a permanent building there which is for
16 concessions, so I don't know if there would be a need for that
17 all during the week. I don't know how many people come there
18 all during the week. But there is a special building right
19 there for a concession stand, for sandwiches and food and all
20 that type of thing.

21 Oh. I saw when you were talking about giving the money to
22 businesses -- I drove by that Tony's Subs today. Wow. That is
23 a mess. That whole strip there needs to do something. And if
24 we can help them out, lets do it. Because that's a food
25 establishment, Tony's Subs, and I wouldn't go in there; it's

1 really, it's -- that whole strip needs to be refurbished. So
2 let's give some money to those people so they can make some more
3 money in the City.

4 COMMISSIONER DAVIS JOHNSON: That's disparaging.

5 MS. LARSON: Well, whatever. Whatever. Thank you.

6 CHAIR DAVIS: Thank you.

7 Ms. Mary Brabham.

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

9 Thank you for pronouncing my name correctly for once.
10 Thank you.

11 The Planning and Zoning Board meeting is tomorrow at 6:30
12 p.m. Everybody knows that this is in reference to the poisonous
13 chemical bleach plant. So it will be tomorrow at 6:30.

14 Since this is Black History Month, and I did not see
15 anything downstairs, I sat back there and I did a little
16 writing. Life's most urgent question is what are you doing for
17 others. Dr. Martin Luther King, Jr.

18 We should strive to make each day a better day as we travel
19 the unknown journey. Stop the jealousy, the envy and the
20 divisiveness. Seek the hidden treasures and talents that has
21 been bestowed and given to all. Be better to each other,
22 brother and sister, boy or girl. Say a kind word. Encourage
23 each other. We can do better. We shall do better. Forge the
24 common bond of our social disparities: Alcoholism, drug
25 addiction, education, violence, homelessness, unemployment,

1 housing, and health care. We are painted with the same brush,
2 flashing all the beautiful blacks and browns to make that
3 masterpiece.

4 The words of Dr. Maya Angelou -- and I love these words --
5 should resonate with all of us. You see, my brothers and
6 sisters, we are more alike than we are unlike. We are more
7 alike than we are unlike.

8 To the women that govern this city, I say thanks to you.

9 Ms. Miller-Anderson, thank you for having the patience,
10 love and time to invest in our children's education. Your
11 dedication -- you have dedicated your life of service.

12 Ms. Tonya Johnson, in the business minority skill set
13 world, in your profession, you are forced with many obstacles
14 and challenges. For when much is given, much is required.

15 Ms. Lynne Hubbard, she is a fighter for the jobs for her
16 people. Job seekers rise to the occasion, apply, prepare, brush
17 up on your skill sets. Nothing will be given to you. You must
18 lead the challenges.

19 Ms. Darlene Hatcher and Ms. Annetta Jenkins, I say thank
20 you this month for your service.

21 So may we all continue in love and peace. Thank you.

22 CHAIR DAVIS: I will say that Dr. King believed in loving
23 us all, no matter what shapes and size and colors that we are,
24 no matter what gender you are. And that can be appreciated that
25 he would definitely love us all, no matter what gender, what

1 color we are.

2 Thank you.

3 That's the end of public comment.

4 At this time I would like to go to staff. Anything you
5 want to discuss for the next meeting?

6 INTERIM EXECUTIVE DIRECTOR EVANS: At the recent CRA/City
7 retreat it was mentioned that the Board would like to look at
8 the overall properties controlled by Viking in relation to the
9 properties owned by the City of Riviera Beach and the CRA.
10 There may be opportunities that we could work together or at
11 least understand where those opportunities lie or conflicts. I
12 propose that I coordinate with the City staff and Viking to
13 schedule a workshop for the council to review the properties and
14 discuss all of the issues with Viking participating, if that's
15 your desire.

16 CHAIR DAVIS: Please do. That's a workshop with us all,
17 with Viking here and this entire Board, so the public can see
18 and we can negotiate together.

19 INTERIM EXECUTIVE DIRECTOR EVANS: I can go ahead then and
20 meet with Mr. Jones and we can collectively reach out via e-mail
21 to try and select a date, if that pleases the Board.

22 CHAIR DAVIS: How does everyone feel about that?

23 COMMISSIONER HUBBARD: That's fine.

24 CHAIR DAVIS: So we have no opposition.

25 INTERIM EXECUTIVE DIRECTOR EVANS: Additionally the CRA

1 meetings in March fall on the 8th and the 22nd. The first day
2 is Palm Beach County Days in Tallahassee. And the 22nd date
3 falls on the Florida League of Cities legislative days in
4 Tallahassee also. If the Board is agreeable I can circulate
5 some alternative dates for a March meeting via e-mail, if you
6 want me to reschedule the meetings due to that conflict.

7 And that concludes my announcements.

8 CHAIR DAVIS: Okay. I'll go with Commissioner Davis
9 Johnson.

10 COMMISSIONER DAVIS JOHNSON: Just one brief comment to
11 encourage our residents to come out and stroll the garden on
12 Friday, February 10th. We have Love is in Bloom. It is just an
13 opportunity to see what the community garden has to offer,
14 what's planted, what's available. And there will be delicious
15 bites, amazing desserts and adult beverages. We love the
16 children but we ask that you leave them at home because this is
17 an event specifically for our adult residents. So it is Friday
18 from 6:00 p.m. to 9:00 p.m. You can come and stroll through.
19 You don't have to stay the entire three hours. But we'd love to
20 see you in the community garden. And that's 1010 West 10th
21 Street.

22 CHAIR DAVIS: 6:00 to 9:00?

23 COMMISSIONER DAVIS JOHNSON: 6:00 p.m. to 9:00 p.m.

24 UNIDENTIFIED AUDIENCE MEMBER: When?

25 COMMISSIONER DAVIS JOHNSON: Friday, February 10th.

1 So let me start again to restate. Love is in Bloom in the
2 community garden on Friday, February 10th, from 6:00 p.m. to
3 9:00 p.m. You can stroll through, have something to nosh on,
4 have a beverage, network with your neighbors, and enjoy all that
5 the community garden has to offer. Thank you.

6 CHAIR DAVIS: Thank you.

7 Commissioner Hubbard.

8 COMMISSIONER HUBBARD: No, thank you.

9 CHAIR DAVIS: I'd just like to announce, let's not forget
10 the mayor has dropped off a flier talking about the special
11 announcement for Midnight Basketball, which is this Friday,
12 February 10th, at Wells Gymnasium, across the street, at 9:00
13 p.m., I guess to 1:30. Ages 17 and up. Boys and girls are
14 invited to come and join a league and participate. And it's not
15 too late to form or join a team that's a part of the program.
16 So that's promoting peace in the community. Which is this
17 Friday, 9:00 p.m. at Wells Gymnasium for a midnight basketball
18 program.

19 Mr. Haygood, do you have anything that you would like to --

20 MR. HAYGOOD: I have no comments.

21 CHAIR DAVIS: I think we're all set. Motion to adjourn the
22 meeting?

23 COMMISSIONER DAVIS JOHNSON: So moved.

24 COMMISSIONER HUBBARD: Second.

25 (Proceedings concluded at 9:19 p.m.)

C E R T I F I C A T E

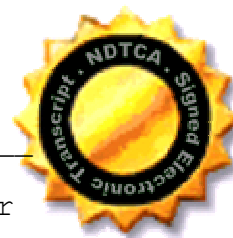
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[illegible]

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 12th
day of February, 2017.

Claudia Price Witters
CLAUDIA PRICE WITTERS
Registered Professional Reporter



ADJOURNMENT

The CRA Regular Meeting on February 8, 2017, was adjourned at 9:19 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: 2/22/2017

Agenda Category:

Subject: MONTHLY VENDOR INVOICES

Recommendation/Motion: APPROVE

Originating Dept	CRA FINANCE	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
--_FORM_--_02-22-17_MTG_Invoice.pdf	COVER SHEET SUMMARY	2/15/2017	Cover Memo
CONSTANT_COMPUTING_#_101034_\$2_400.pdf	CONSTANT COMPUTING # 101034 \$2,400	2/15/2017	Backup Material
FLORIDA_COURT_REPORTING_#_171262_\$750.pdf	FLORIDA COURT REPORTING # 171262 \$750	2/15/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/15/2017 - 4:42 PM
CRA Internal Review	Evans, Scott	Approved	2/15/2017 - 4:43 PM

Riviera Beach Community Redevelopment Agency

CONSULTANT/VENDOR INVOICES FOR BOARD APPROVAL AT THE **FEBRUARY 22, 2017** MEETING

2/15/2017

ITEM #	VENDOR NAME	EXPIRES	RES #, DATE	INVOICE #	AMOUNT	SUBTOTAL
1	Constant Computing	9/30/2017	Res 2016-10 (6-8-16)	101034	\$2,400.00	\$2,400.00
	\$60,000					
2	FLORIDA COURT REPORTING	10/29/2017	2015-33; (9-9-15)	171262	\$750.00	\$750.00
	\$15,000 per Calendar Year					

TOTAL OF ALL INVOICES

\$3,150.00**\$3,150.00**

Riviera Beach CRA

Payment Authorization Checklist

Vendor Name: Constant Computing

Control No.: Res No. 2016-10 Invoice No.: 101034

Invoice Date: 1/31/17 Payment Amount: \$ 2,400.00

Project Supervisor/Responsible Official: Darlene Hatcher

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	DM
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	DM
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	DM
<input type="checkbox"/> If final payment, have all deliverables been received ?	N/A
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	DM
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	N/A
<input type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	N/A
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	CH

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


 Approving Authority

Date: FEB 15, 2017

<input type="checkbox"/>	Payment approved by the Board of Commissioners by Motion No. <u>2016-10</u> or the Consent Agenda, at its meeting on <u>6-8-16</u> . (If applicable)
--------------------------	--

Entered
2-15-17 S

Constant Computing
1007 N Federal Hwy #2
Fort Lauderdale, FL 33304
(954)683-9711
invoices@constantcomputing.com
www.constantcomputing.com

INVOICE

BILL TO

Riviera Beach Community
Redevelopment Agency
2001 Broadway
Suite 300
Riviera Beach, FL 33404

INVOICE # 101034
DATE 01/31/2017
DUE DATE 02/15/2017
TERMS Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/31/2017	Business Rate Monitoring & Patch Management - Advanced network monitoring & inventory, patch management of physical and virtual servers, patch management of workstations - 3 sites, 9 Servers, 22 Workstations	1	1,250.00	1,250.00
01/31/2017	Business Rate User Support – Troubleshoot/resolve user issues, troubleshoot/resolve application issues, install software, manage printers, instruct on usage, troubleshoot/resolve PC/hardware issues, troubleshoot/resolve PC backup issues, consultation on user requests, manage user workstations.	0.75	115.00	86.25
01/31/2017	Business Rate Servers & Network – Troubleshoot/resolve server issues, troubleshoot/resolve server application issues, troubleshoot/resolve backup issues, configure services, manage server & network appliances, maintenance, evaluate & resolve errors/performance/health issues, configure server applications & network appliances.	3.75	115.00	431.25
01/31/2017	Business Rate Virtual CIO - Planning, evaluation, assist in vendor management, consultation, network documentation, product research, audit support.	5.50	115.00	632.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/31/2017	Business Rate Projects & Setup – Work on projects, setup applications & hardware, install workstations, change/add severs/network appliances, migrations, manage data, modify backup/disaster recovery solutions.	0	115.00	0.00
BALANCE DUE				\$2,400.00

Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Florida Court Reporting
 Control No.: Res No. 2015-33 Invoice No.: 171262
 Invoice Date: 2/15/17 Payment Amount: \$ 750.00
 Project Supervisor/Responsible Official: Darlene Hatcher

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

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

 Approving Authority

Date: _____

<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>9-9-15</u> . (If applicable)
--

Entered
2-15-17

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.		
171262	2/15/2017	122549		
Job Date	Case No.			
2/8/2017				
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:

2-8-17 CRA board meeting

125.00 Pages @ 6.00 750.00

TOTAL DUE >>> \$750.00

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. : 122549 BU ID : WPB
Case No. :
Case Name : Riviera Beach Community Redevelopment Agency
Invoice No. : 171262 Invoice Date : 2/15/2017
Total Due : \$750.00

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:

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

Meeting Date: 2/22/2017

Agenda Category:

Subject: COMMERCIAL GRANTS

Recommendation/Motion: APPROVAL

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo.CommercialGrantProgram.pdf	MEMO	2/16/2017	Cover Memo
Resolution.Comm.Grant.Feb22.pdf	RESOLUTION	2/16/2017	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/16/2017 - 5:37 PM
CRA Internal Review	Evans, Scott	Approved	2/16/2017 - 5:38 PM




RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcr.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: February 16, 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 February 8, 2017, the CRA Board considered the proposed Commercial Grant Incentive programs and requested that the program be amended to promote and encourage local participation of contractors who will perform the repair/improvement work and of locally-based business tenants who will occupy the improved spaces. The program's 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 Properties of Distinction Program enables the CRA to work with the property owners to design a customized plan of action that will result in the subject property achieving its “highest & best use.” It will focus on projects which will attract at least \$500,000 in Public & Private capital investments; the CRA’s investment in these types of project is expected to be leveraged by at least three times the amount in Private capital.

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

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

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.

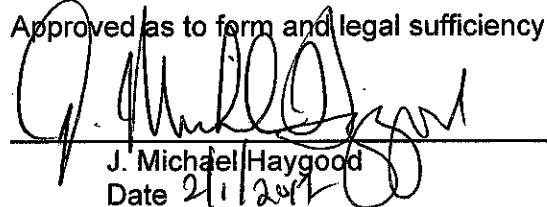
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

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 _____

<u>Riviera Beach CRA Economic Incentives Underwriting Criteria¹</u>				
<i>Criteria</i>	<i>Max. Points/ Evaluation</i>			<i>Notes</i>
<u>The Applicant/Business</u> Eligibility Checklist: 1) Venture will be located in the CRA 2) Licenses: 1) Proof of Legal Business Entity 2) Proof of Tax Identification 3) Proof of Occupational License 4) Proof of any Professional Licenses/Credentials required 3) City/CRA Attorney Records Search – no evidence of a lawsuit 4) Property Appraisal Records – no evidence of unpaid property taxes	<u>Yes</u>	<u>No</u>	<u>N/A</u>	Completeness: Pass/Fail
	<u>Not Adverse</u> a) 0 pts b) 10 pts c) 10 pts		<u>Adverse</u> a) 0 pts b) 0 pts c) 0 pts	⁵ Discretionary to determine if improvements will address the adverse conditions (Acute adverse situations could result in a 5-point deduction)
	5 points			.
<u>The Project</u> 1. Elimination of Blight: a) Improves a dilapidated, deteriorated, aged or obsolete structure or roof; or internally improves mechanical system, plumbing, and HVAC system b) Addresses adverse environmental conditions	a) 5 – 20 points b) 5 - 10 points			See Blight Table below

¹ 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.

<u>Riviera Beach CRA Economic Incentives Underwriting Criteria¹</u>		
<i>Criteria</i>	<i>Max. Points/ Evaluation</i>	<i>Notes</i>
2. TIF Increase:		
a) Proof of applicant's investment in excess of 1:1 Match	10 points	
3. Local Preference:		
a) The project's tenant has a signed long-term lease and is a Riviera Beach resident	35 points	Local Tenant will be required to furnish Proof of Domicile in order to receive points
<u>Community Development Impacts</u> 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.
<u>Economic Impacts</u> Jobs Created/Retained:		
New Business, Relocation or Expansion:		
a) enterprise hires 5 employees or more	5 points	
b) evidence that at least 20% the enterprise's employees (non-owners) have salaries above the Living Wage (\$11 per hour)	5 points	
c) evidence of the utilization of PBC Career Source Job Training Incentive Programs ⁷	5 points	⁷ Employed Worker Training, On-the-Job Training, Incumbent Worker Training, and The Quick Response Training Program

Existing Business Impact: a) More than four (4) employees residing in Riviera Beach d) evidence that at least 20% the enterprise's employees (non-owners) have salaries above the Living Wage (\$11 per hour)	5 points 5 points	
Contractor Selection: Evidence that contractor(s) domiciled in Riviera Beach received work (valued at % of total contract) on the improvements done on the project.	25% 5 points 50% 10 points 75% 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

Points Assigned →	0 - 5	6 - 10	11 - 15
Location: On a major corridor On a secondary corridor	n/a ✓	✓ n/a	n/a n/a
Condition of Building & Site: 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: 2/22/2017

Agenda Category:

Subject: SITE PLAN APPLICATION TO DEVELOP THE SINGER ISLAND GATEWAY PROJECT

Recommendation/Motion: APPROVAL

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	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
Singer_Island_Gateway_Memo.pdf	MEMO	2/16/2017	Cover Memo
Res.Singer_island_gateway.pdf	RESOLUTION	2/16/2017	Resolution
ExhibitA.SitePlan.Project..pdf	EXHIBIT A	2/16/2017	Exhibit
ProjectData.CityStaffReport.pdf	STAFF REPORT	2/16/2017	Other

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/16/2017 - 5:37 PM
CRA Internal Review	Evans, Scott	Approved	2/16/2017 - 5:39 PM




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.rbcr.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: February 15, 2017

AGENDA ITEM: A Resolution finding that the Site Plan Application to develop the Singer Island Gateway Project located at 2525 Lake Drive for 135 condominium units is consistent with the adopted Community Redevelopment Plan.

REQUEST FOR BOARD ACTION:

The Agency is requesting the Board of Commissioners to approve a Resolution finding that the Site Plan for the proposed eight-story building with 135 condominium units, which is referred to as Singer Island Gateway, LLC. is consistent with the adopted CRA Plan.

BACKGROUND:

The Singer Island Gateway Project proposes to construct the development on 1.86 acres located on a total of 3 parcels. The largest of the properties is located at 2525 Lake Drive and is the portion of the project located in the Community Redevelopment Area.

The redevelopment project will replace the existing 5 story mostly vacant structure with a new 135 unit condominium project. On January 26, 2017 the Planning and Zoning Board reviewed the project and voted to recommend approval to the City Council.

CRA PLAN:

Following the recommendation for approval provided by the Planning and Zoning Board, the CRA Board is required to review the project for consistency with the Redevelopment Plan. The CRA Plan identifies the site as a future redevelopment opportunity. The Adopted CRA Plan was part of a series of changes to the zoning and land use regulations of the City to promote urban redevelopment based on new urbanism principles including the creation of more public spaces, providing walkable streets with street trees and landscaping, and moving parking lots to the side and rear of new



development projects allowing a more prominent placement of buildings closer to the street. This is the first major development project to utilize the new regulations and in doing so it meets the goals of the Redevelopment Plan outlined above. This project will complete the redevelopment of a property that has been blighted for many years.

RECOMMENDATION:

CRA Staff recommends approval of the Resolution finding that the Site Plan for the Singer Island Gateway Project including 135 condominium units on 1.86 acres of property is consistent with the CRA Plan.



SE:sd

RESOLUTION NO. 2017-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) FINDING THAT THE SITE PLAN APPLICATION TO DEVELOP THE SINGER ISLAND GATEWAY PROJECT LOCATED AT 2525 LAKE DRIVE FOR 135 CONDOMINIUM UNITS IS CONSISTENT WITH THE ADOPTED COMMUNITY REDEVELOPMENT PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan proposed use of an eight-story building with 135 condominium units is consistent with the permitted Downtown Mixed Use; and

WHEREAS, the Community Redevelopment Plan was found to be in compliance with the City's adopted Comprehensive Plan, and approved on July 20, 2011, directing the future development of the Community Redevelopment Area; and

WHEREAS, the subject property is located partially within the Downtown General Land Use and Zoning Classification, and has submitted requested amendments to extend the above zoning and land use to the entire development site; and

WHEREAS, the Downtown General Land Use and Zoning Classification regulations were developed and implemented based on the principles of the adopted Community Redevelopment Plan; the proposed site plan for the Singer Island Gateway project is consistent with those regulations and the adopted Community Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Riviera Beach Community Redevelopment Agency finds that the Site Plan for Singer Island Gateway is consistent with the CRA Plan.

SECTION 2. Should any one or more of the provisions of this Resolution be held invalid, such provisions shall be null and void, and shall be deemed separate from the remaining provisions and shall in no way affect the validity of any of the remaining provisions of the 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

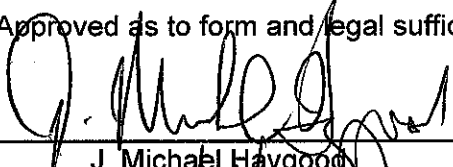
Executive Director

MOTION BY: _____

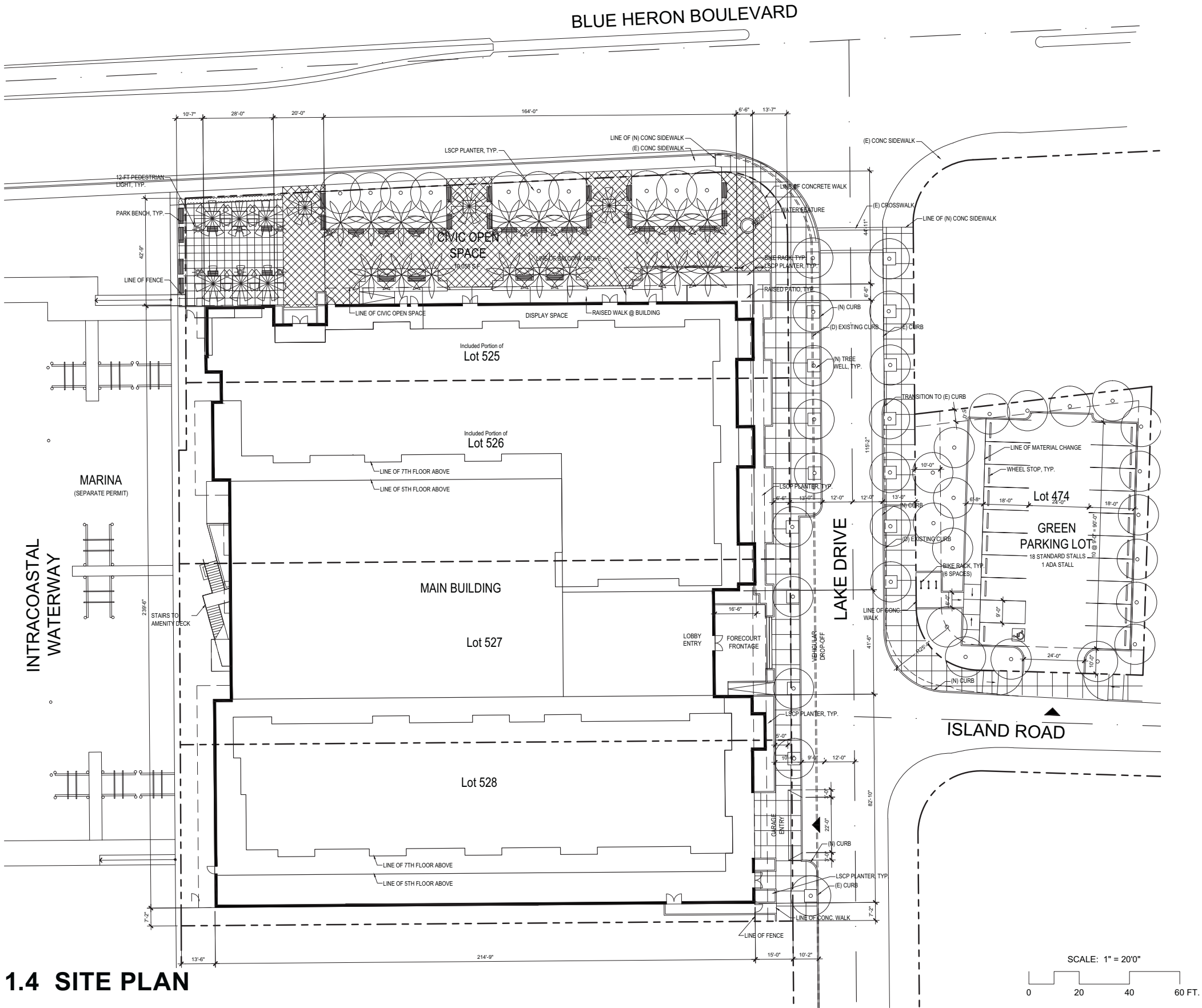
SECONDED BY: _____

T. DAVIS _____
L. HUBBARD _____
D. PARDO _____
T. DAVIS _____
K. MILLER ANDERSON _____

Approved as to form and legal sufficiency



J. Michael Haygood
Date 2/16/2017
J. Michael Haygood, PA
General Counsel to CRA



1.4 SITE PLAN

PROJECT SUMMARY

Project Summary	
Gross Site Area (Total)	80,770 S.F. or 1.85 acres more or less
2429 Lake Dr (Lot 528)	17,505 S.F. or 0.40 acres more or less
Lot 474	9,817 S.F. or 0.23 acres more or less
2525 Lake Dr (Lots 525, 526, 527)	53,448 S.F. or 1.23 acres more or less

Land Use Classification	Downtown Mixed Use
Zoning District	2429 & 2525 Lake Dr: DC - Downtown Core Lot 474: DG - Downtown General

Property Address	2525 Lake Drive, 2429 Lake Drive and Lot 474 (Lake Drive)
P.C.N.	56434227040005250 & 56434227040004740
Total Building Area	259,800 S.F.
Total Building Coverage	49,925 S.F.
Residential Units	135 Units
Non-Residential Uses	0 S.F.
Vehicular Parking Spaces	215 Stalls or 1.59 Stalls per Unit
Bicycle Parking Spaces	46 Stalls or 0.34 Stalls per Unit
Civic Open Space	10,054 S.F. (waterfront location)

NOTES

- 1. See Landscape drawings for landscape and civic open space design.
- 2. See Civil drawings for site drainage, utilities, and roadway design.



VIEW FROM LAKE DRIVE LOOKING SOUTHWEST

2.2 PROJECT RENDERING - LAKE DRIVE



VIEW FROM BLUE HERON BOULEVARD LOOKING SOUTHEAST

2.3 PROJECT RENDERING - INTRACOASTAL WATERWAY 1



VIEW FROM INTRACOASTAL WATERWAY LOOKING EAST

2.4 PROJECT RENDERING - INTRACOASTAL WATERWAY 2



BIRDS-EYE VIEW

2.5 PROJECT RENDERING - BIRDS-EYE VIEW

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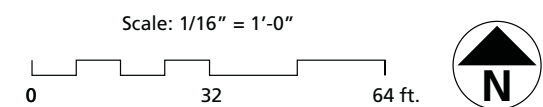
10/31/16

 SINGER ISLAND GATEWAY, LLC.
TORTI GALLAS AND PARTNERS, INC. | SIMMONS & WHITE, INC. | WAYNE VILLAVASO LANDSCAPE ARCHITECTURE, INC.

SINGER ISLAND GATEWAY



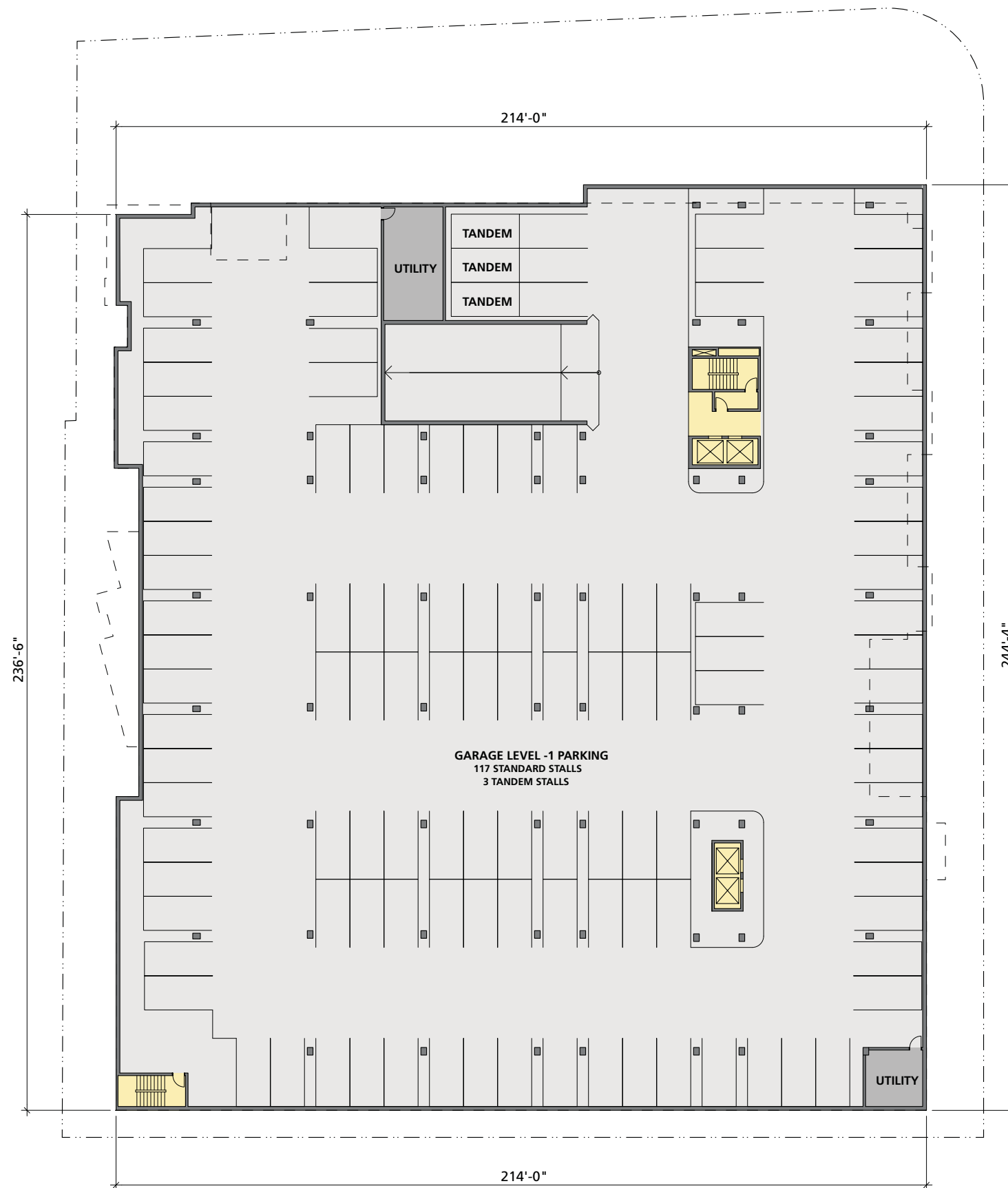
- KEY**
- Circulation / Lobby or Amenity Space
 - Community Space
 - 1-Bedroom / 2-Level Penthouse
 - 2-Bedroom / 2-Level Penthouse
 - 2-Bedroom + Den / 2-Level Penthouse
 - Parking



2.6 LEVEL 1 PLAN

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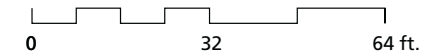
10/31/16



KEY

- Circulation / Lobby or Amenity Space
- Community Space
- 1-Bedroom / 2-Level Penthouse
- 2-Bedroom / 2-Level Penthouse
- 2-Bedroom + Den / 2-Level Penthouse
- Parking

Scale: 1/16" = 1'-0"



2.7 LEVEL -1 PLAN

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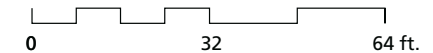
10/31/16



KEY

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- Community Space
- 1-Bedroom / 2-Level Penthouse
- 2-Bedroom / 2-Level Penthouse
- 2-Bedroom + Den / 2-Level Penthouse
- Parking

Scale: 1/16" = 1'-0"



2.8 LEVEL 2 PLAN

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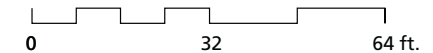
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KEY

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- 2-Bedroom / 2-Level Penthouse
- 2-Bedroom + Den / 2-Level Penthouse
- Parking

Scale: 1/16" = 1'-0"



2.9 LEVEL 3 & 4 PLAN

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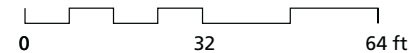
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KEY

- Circulation / Lobby or Amenity Space
- Community Space
- 1-Bedroom / 2-Level Penthouse
- 2-Bedroom / 2-Level Penthouse
- 2-Bedroom + Den / 2-Level Penthouse
- Parking

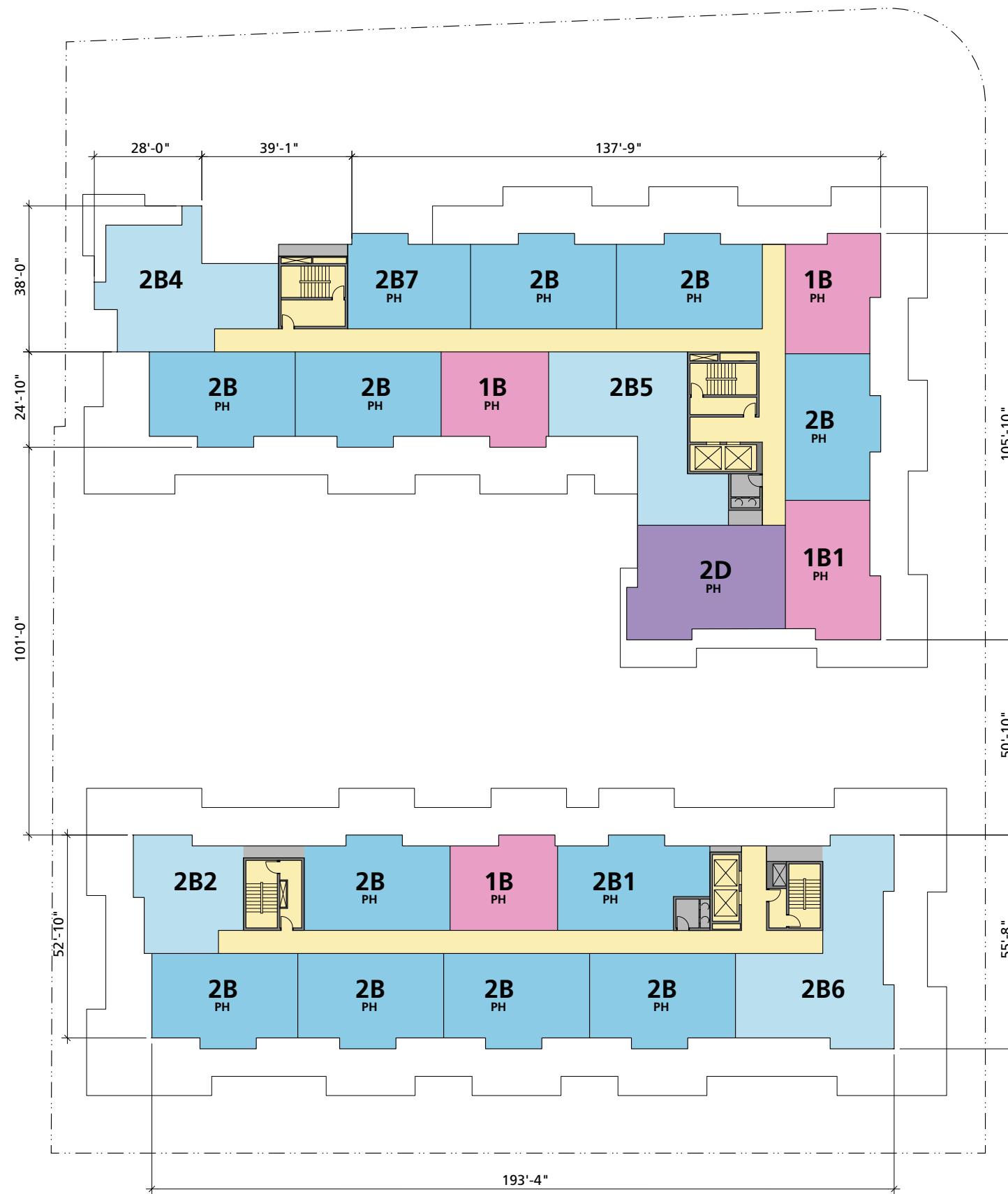
Scale: 1/16" = 1'-0"



2.10 LEVEL 5 & 6 PLAN

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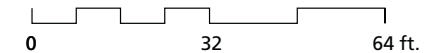
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KEY

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- Community Space
- 1-Bedroom / 2-Level Penthouse
- 2-Bedroom / 2-Level Penthouse
- 2-Bedroom + Den / 2-Level Penthouse
- Parking

Scale: 1/16" = 1'-0"



2.11 LEVEL 7 & 8 PLAN

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10/31/16



2.12 LAKE DRIVE ELEVATION

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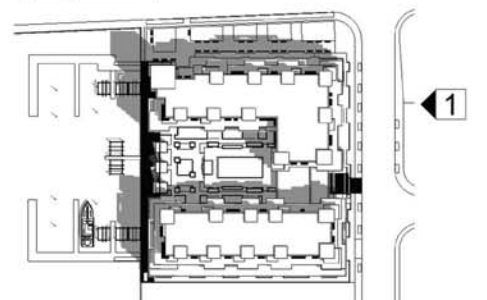
SINGER ISLAND GATEWAY, LLC.
TORTI GALLAS AND PARTNERS, INC. | SIMMONS & WHITE, INC. | WAYNE VILLAVASO LANDSCAPE ARCHITECTURE, INC.

Material Legend:

1. Pre-cast Concrete, White
2. Glass Guardrail
3. Glass Curtain Wall System
4. Metal Canopy, Clear Anodized
5. Storefront Window, Clear Anodized
6. Metal louver, Champagne
7. Stone Panel System

0 4' 8' 16'

Key Plan:



10/31/16

SINGER ISLAND GATEWAY



2.13 BLUE HERON BOULEVARD ELEVATION

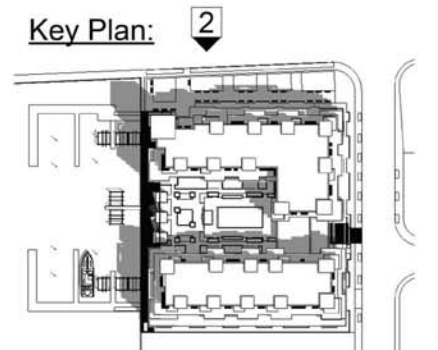
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Material Legend:

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2. Glass Guardrail
3. Glass Curtain Wall System
4. Metal Canopy, Clear Anodized
5. Storefront Window, Clear Anodized
6. Metal louver, Champagne
7. Stone Panel System

0 4' 8' 16'

Key Plan:



10/31/16



2.14 INTRACOASTAL WATERWAY ELEVATION

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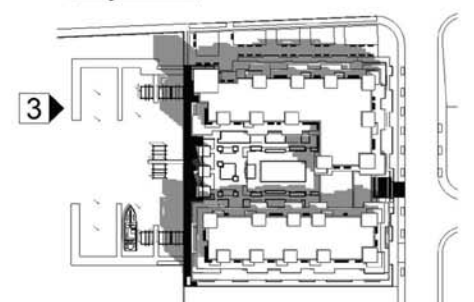
SINGER ISLAND GATEWAY, LLC.
TORTI GALLAS AND PARTNERS, INC. | SIMMONS & WHITE, INC. | WAYNE VILLAVASO LANDSCAPE ARCHITECTURE, INC.

Material Legend:

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2. Glass Guardrail
3. Glass Curtain Wall System
4. Metal Canopy, Clear Anodized
5. Storefront Window, Clear Anodized
6. Metal louver, Champagne
7. Stone Panel System

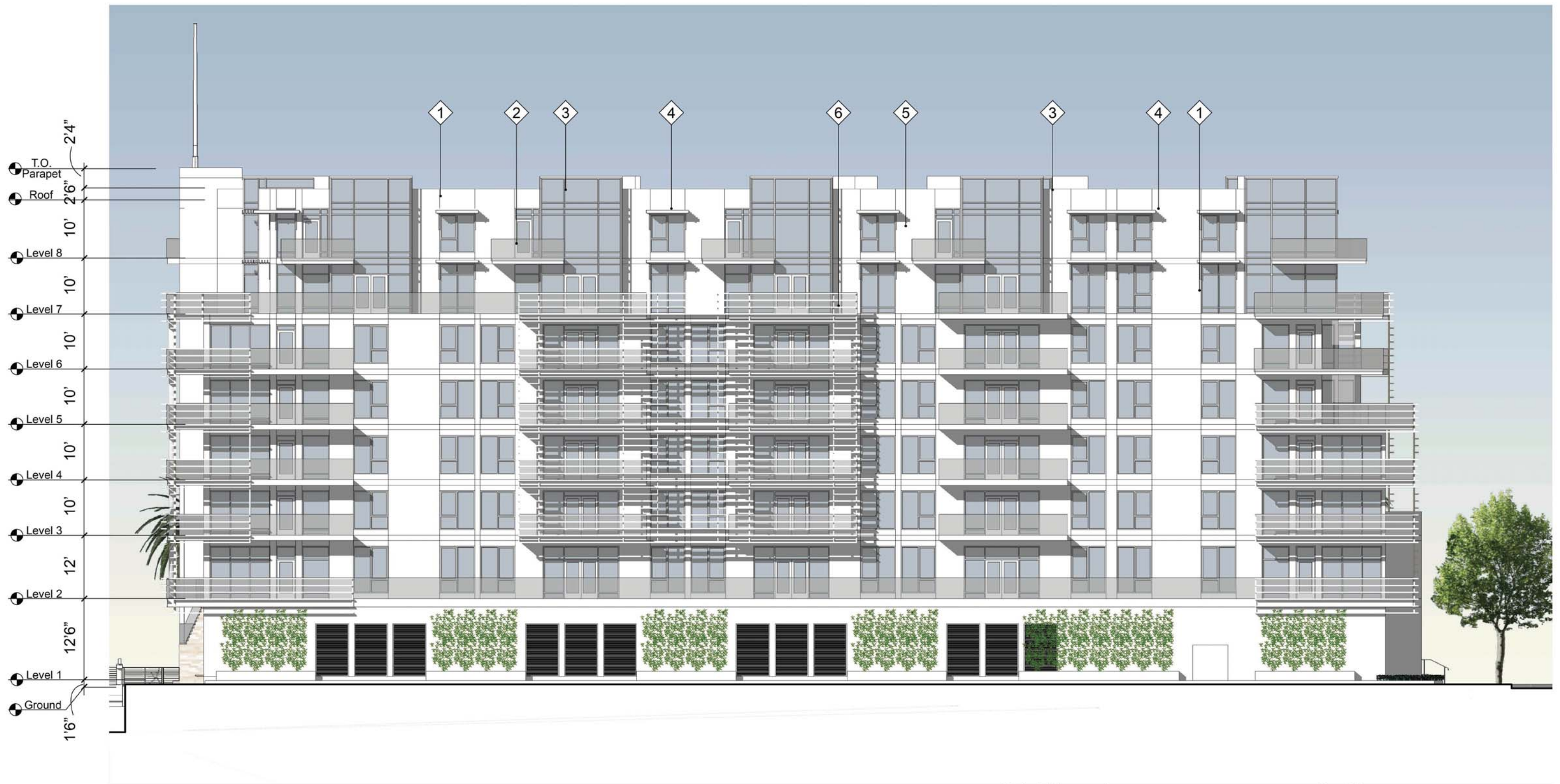
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Key Plan:



10/31/16

SINGER ISLAND GATEWAY

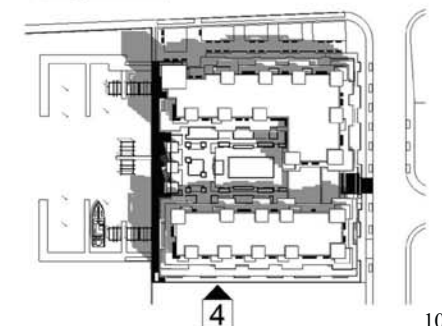


Material Legend:

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3. Glass Curtain Wall System
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5. Storefront Window, Clear Anodized
6. Metal louver, Champagne
7. Stone Panel System

0 4' 8' 16'

Key Plan:



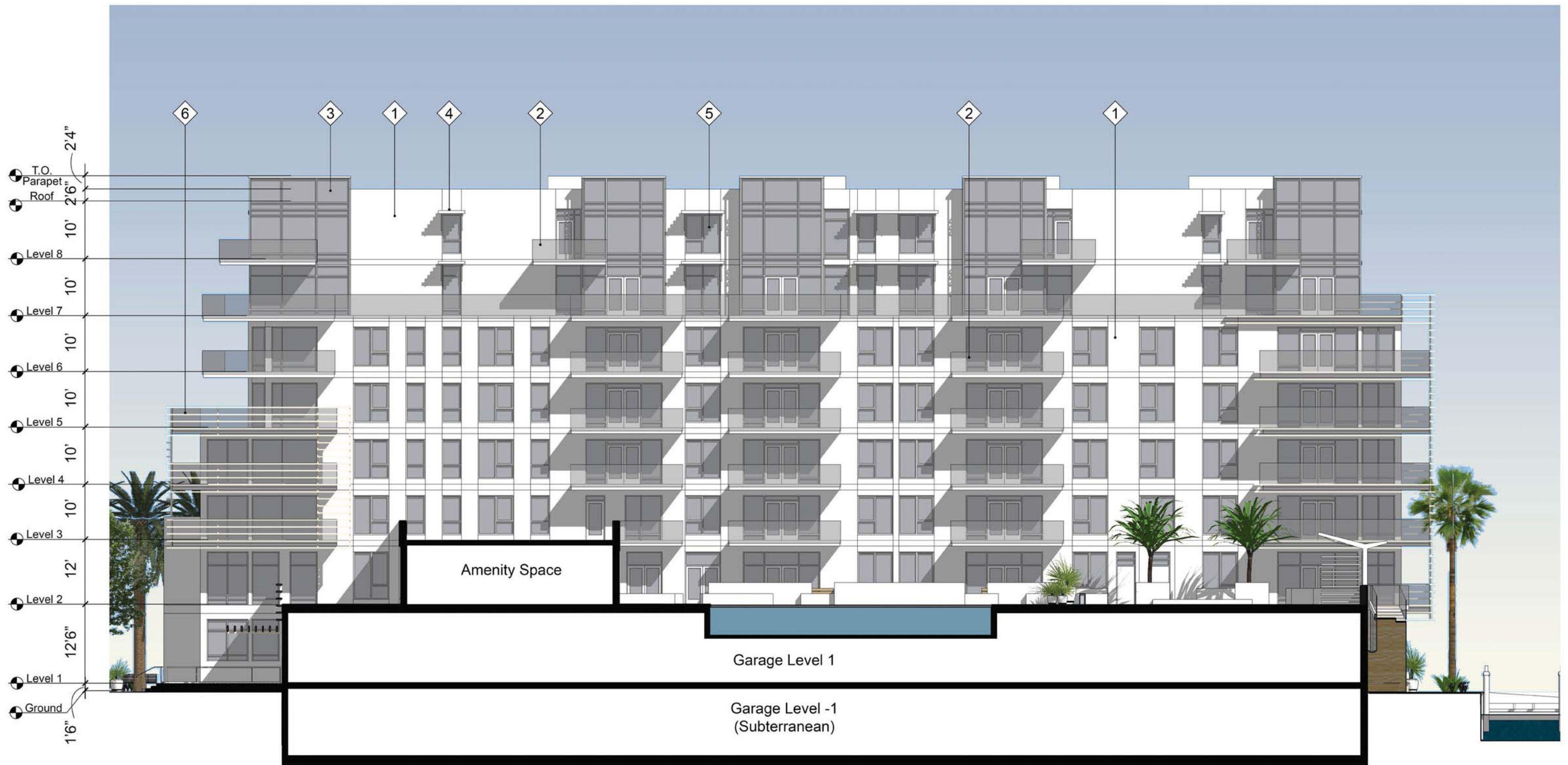
10/31/16

2.15 SOUTH ELEVATION

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SINGER ISLAND GATEWAY



2.16 EAST-WEST BUILDING SECTION

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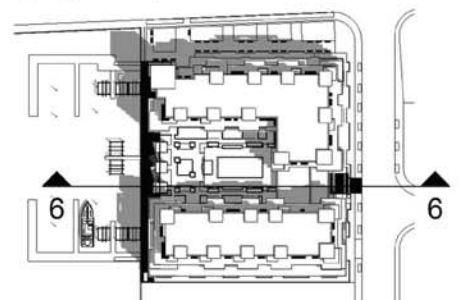
SINGER ISLAND GATEWAY, LLC.
TORTI GALLAS AND PARTNERS, INC. | SIMMONS & WHITE, INC. | WAYNE VILLAVASO LANDSCAPE ARCHITECTURE, INC.

Material Legend:

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3. Glass Curtain Wall System
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5. Storefront Window, Clear Anodized
6. Metal louver, Champagne
7. Stone Panel System

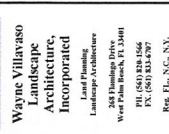
0 4' 8' 16'

Key Plan:



10/31/16

SINGER ISLAND GATEWAY



SINGER ISLAND
GATEWAY
RIVIERA BEACH, FLA.

DESIGNED BY:	WEV
DRAWN BY:	WEV
CHECKED BY:	WEV
DATE:	10/28/16
SCALE:	AS SHOWN
SHEET	LAI
JOB NO	21434

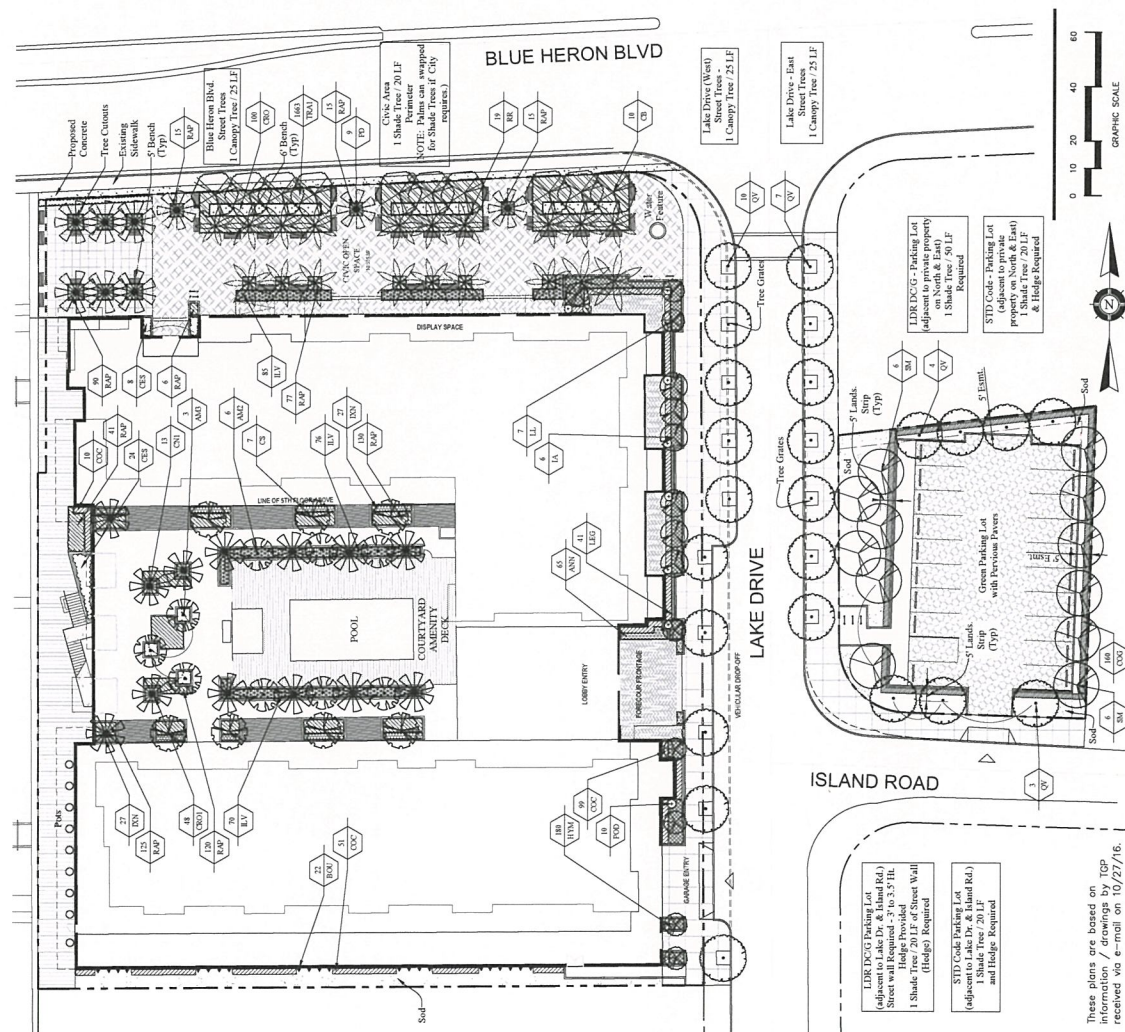
SITE PLAN APPROVAL LANDSCAPE PLAN

[illegible]

Landscape Requirements

[illegible]

ROVAL PALMS DISCOUNT HIGH CANNERY SHEDS 68' X 90' ABOUT ON BOTH SITES OF IN A74		



These plans are based on information / drawings by TGP received via e-mail on 10/27/16.



**STAFF REPORT – CITY OF RIVIERA BEACH
SINGER ISLAND GATEWAY, LLC. SP-16-21
PLANNING AND ZONING BOARD – JANUARY 26, 2017**

AN APPLICATION FROM SINGER ISLAND GATEWAY, LLC. (SP-16-21 AND SE-16-04) REQUESTING SITE PLAN AND SPECIAL EXCEPTION APPROVAL TO DEVELOP AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS, WHICH IS REFERRED TO AS SINGER ISLAND GATEWAY, ON 1.86 ACRES OF LAND LOCATED AT 2525 LAKE DRIVE AND 2429 LAKE DRIVE (LOT 474 AND LOT 528).

A. Applicant: Singer Island Gateway, LLC.

B. Request: The applicant is requesting site plan and special exception approval to develop an eight story building with 135 condominium units, which is referred to as Singer Island Gateway, on 1.86 acres of multi-family and vacant multi-family land.

C. Location: The proposed development is located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528) south of E. Blue Heron Boulevard and west of Lake Drive (see attached location map).

D. Property Description and Uses: The subject property description and uses are as follow:

Parcel Control Number: 56-43-42-27-04-000-5250 and 56-43-42-27-04-000-4740;

Parcel Size: ±1.86 acres (81,102 square feet);

Existing Use: Multi-family residential and vacant multi-family residential land;

Zoning: Downtown Core (DC) and Multi-family/Hotel (RMH-15) Zoning Districts; and

Future Land Use: Downtown Mixed Used (DMU) and High Density Multiple Family Residential up to 20 du per acre (MF-20).

E. Adjacent Property Description and Uses:

North: Commercial uses; Downtown Mixed Use (DMU) Future Land Use.

South: Multi-family residential uses; High Density Multiple Family Residential up to 20 du per acre (MF-20) Future Land Use.

East: Industrial uses; General Industrial (IG) Zoning and Industrial (IND) Future Land Use.

West: Lake Worth Intracoastal Waterway.

F. Background:

Singer Island Gateway, LLC., the authorized agent, own 3 parcels under a unity of title 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528). The largest of the 3 parcels, 2525 Lake Drive, is located within the Riviera Beach Community Redevelopment Agency. Through a replat of the property (PA-16-07), the 2525 Lake Drive and 2429 Lake Drive (Lot 528) portion of the property will be used to support the Singer Island Gateway development with 135 condominium units. The 2429 Lake Drive (Lot 474) portion of the property will be used as an overflow parking lot open to the public use between 8 a.m. and 5 p.m. daily.

On November 4, 2016, Singer Island Gateway, LLC. submitted the Singer Island Gateway, LLC. official Site Plan and Special Exception application (SP-16-21 and SE-16-04) to Staff. City Departmental Staff reviewed the Site Plan and Special Exception application and provided corresponding comments to the applicant. All comments were addressed by the applicant and City Staff has no objections to the Site Plan application.

Per Resolution No. 236-04, development projects in the Singer Island area which must be approved by the City Council must conduct a public meeting sponsored by the developer. As such, the Singer Island Gateway, LLC. conducted two public hearings on December 13, 2016 and January 9, 2017 to comply with the requirements.

Per Section 31-536(a)(1), developments on Singer Island are permitted by special exception approval a maximum building height of 8 stories as long as the developer includes a civic open space (maintained outdoor spaces which are accessible by the general public, improve the pedestrian environment, are aesthetically pleasing, and serve as an amenity for the city as a whole as well as for occupants of the building which the open space serves). The Singer Island Gateway, LLC is proposing to include a 10,055 square foot civic open space at the northern portions of the property adjacent to East Blue Heron Boulevard. This civic open space will be open to the public from dusk to dawn daily.

The Community Development Department reviewed the Site Plan and Special Exception application (SP-16-21 and SE-16-04) for compatibility and consistency with the City's Comprehensive Plan and Land Development Regulations and found that the proposed plan was in compliance. Additionally, City staff has found that Singer Island Gateway, LLC. development proposal to build an eight story building with 135 condominium units, which is referred to as Singer Island Gateway, on 1.86 acres of multi-family and vacant multi-family land has met or exceeded the standards required for granting a special exception, which include the following: (1) property ingress and egress, (2) off-street parking and loading, (3) refuse and service areas, (4) utilities, (5) screening, buffering and landscaping, (6) signage and exterior lighting, (7) required yards and open space.

An overview of Staff's analysis is featured below.

G. Staff Analysis:

Proposed Development/Use: The applicant is proposing to build an eight story building with 135 condominium units, which is referred to as Singer Island Gateway, on 1.86 acres of multi-family and vacant multi-family land.

Zoning Regulations: This applicant's proposed use as an eight story building with 135 condominium units is consistent with the uses permitted in the Downtown Core (DC) and Downtown General Zoning Districts as defined in the City's Land Development Regulations.

Comprehensive Plan: The applicant's proposed use is consistent with the permitted Downtown Mixed Use designation established in the City's Comprehensive Plan.

Compatibility: The applicant's proposed project is compatible with the surrounding parcels.

Levels of Service: City services such as roads, water, sewer, and garbage collection are currently available to the site.

Landscaping: The applicant's proposed landscape plan is compatible with the City's Land Development Regulations.

Parking/Traffic: Adequate parking has been proposed by the applicant in accordance with the City's Land Development Regulations.

H. Special Exception Analysis

a. Ingress to and egress from the property and the proposed structures thereon, if any, including such considerations as automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

- Ingress and egress to the site are available directly off of Lake Drive. Pedestrians can access the site from both East Blue Heron Boulevard and Lake Drive by, at minimum, 10 feet wide sidewalks.

b. Off-street parking and loading areas, where required, including consideration of relevant factors in subsection (2)a. of this section, and the economic, noise, glare or odor effects of the location of such areas on adjacent and nearby properties and properties generally in the district.

- The applicant has provided two levels of indoor parking (one level below grade) and an overflow parking area that could be used by both the residents and general public.
- Adequate 9'x18' parking spaces have been proposed in accordance with the City's Land Development Regulations. Additionally, the applicant has proposed to include 46 onsite bicycle parking spaces to promote and encourage multi-modal transportation efforts on Singer Island.
- A vehicle loading area/drop-off area has been provided by the applicant along Lake Drive. Buffers in the form of landscaping will be utilized to mitigate any visual impacts to adjacent properties. All site lighting will be shielded from the adjacent properties.

c. Refuse and service areas, including consideration of relevant factors in subsections (2)a. and b. of this section.

- On levels 2 through 7, the applicant has proposed trash receptacle areas behind masonry walls with a door enclosure shielding the trash from the parking areas. The onsite garbage will be picked up with the City's onsite garbage collection along Lake Drive in accordance with the City's Land Development Regulations.

d. Utilities, including such consideration as hook-in locations and availability and compatibility of utilities for the proposed use or structure.

- All of the customary utilities are currently available to this site.

e. Screening, buffering and landscaping, including consideration of such relevant factors as type, dimensions and character to preserve and improve compatibility and harmony of use and structures between the proposed special exception and the uses and structures of adjacent and nearby properties and properties generally in the district.

- Substantial landscaping, including Royal Palms, has been proposed in accordance with the City's Land Development Regulations.
- The applicant has proposed to incorporate street trees (Live Oaks) along Lake Drive to provide a street canopy of shade trees along Lake Drive.
- All site lighting will be shielded from the adjacent properties.
- A landscaped 6 foot high fence will be installed along the south side of the property to provide buffering from the adjacent residential property.

f. Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.

- Currently, there are no wall or monument signs being proposed by the applicant. Upon submittal of any wall or monument signs by the applicant, Staff will ensure that such signs will be installed in accordance with the City's Land Development Regulations and the Florida Building Code.
- All site lighting will be shielded from the adjacent properties.

g. Required yards and open spaces. The board shall make such recommendations as it deems necessary, guided by the factors that may be described in this zoning district, based on the nature of the request and its effect.

- A substantial landscaped area has been proposed by the applicant and yard/open space has been proposed in accordance with the City's Land Development Code.
- The applicant has proposed a 10,055 square foot onsite civic open space at the northern portions of the property adjacent to East Blue Heron Boulevard. This civic open space will be open to the public from dusk to dawn daily and meet the requirements established by the City's Land Development Regulations.

I. Recommendation: Staff recommends approval of the proposed site plan and special exception application to build an eight story building with 135 condominium units, referred to as Singer Island Gateway, on 1.86 acres of land located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528) with the following conditions:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before the certificate of occupancy is issued.
2. Construction must be initiated within 18 months of the effective date of the adopting Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
4. This development must receive final Certificate of Occupancy from the City for all buildings and units approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring

the applicant to resubmit application for site plan approval and re-initiate the site plan approval process.

5. Once approved, the adopting resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
6. Once approved, the City Council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved submittal.

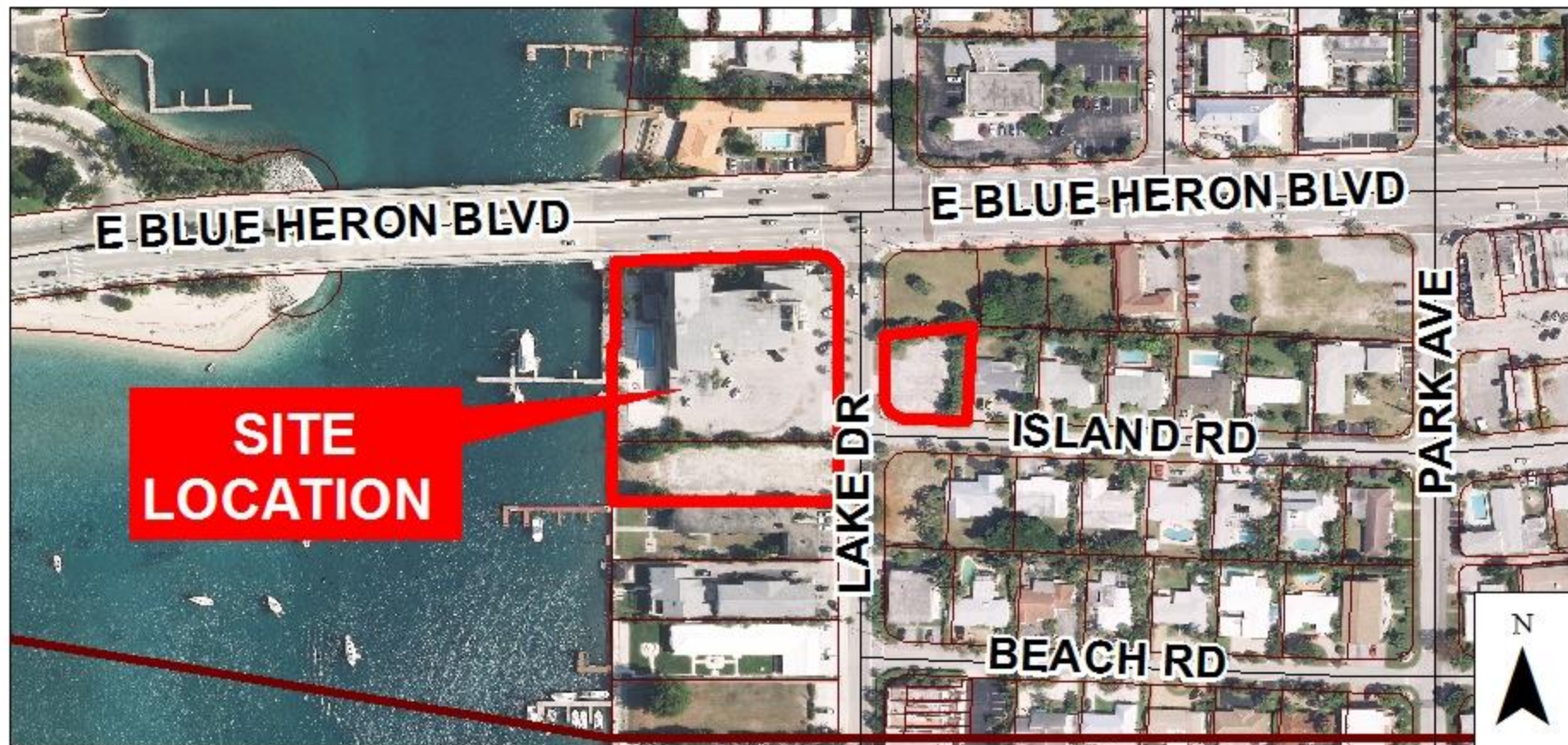


Site Location Map





Aerial Map



SINGER ISLAND GATEWAY LLC

November 4 2016

Community Development Department
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

Attn: DeAndrae Spradley, Principal Planner

RE: Land Use/Rezoning and Site Plan Application – Singer Island Gateway

This letter together with the accompanying sections of this submission comprises an application for a Land Use Change and a Rezoning for two of three parcels and a Site Plan approval for our proposed Singer Island Gateway project.

The Property

Singer Island Gateway LLC (“SIG”) own 3 parcels under a unity of title comprising 80,770 square feet. The largest of the 3 parcels – 2525 Lake Drive - is located within the Riviera Beach Community Redevelopment Area (“RBCRA”) and is subject to a form-based code for property in the RBCRA adopted by the City in December of 2013. The remaining 2 parcels are contiguous to the to the RBCRA boundary and are subject to the City’s regular Land Development Regulations. The second largest parcel – 2429 Lake Drive – abuts the 2525 Lake Drive parcel and Lot 474 is situated immediately to the East, across Lake Drive at the NE corner of Island Road.

The SIG property is at the southern ‘gateway’ to Singer Island. It is largest developable property assemblage on the Intracoastal in central and northern Palm Beach County. Development of property thus provides a multi generational opportunity – for a contemporary gateway design statement and the addition of significant tax base to the City.

Property History

The main parcel – 2525 Lake Drive – was first developed in the early 1960’s by John D. MacArthur as a 3-story motel with a dive shop, a restaurant with outdoor dining patio and a tee dock for charter boats and transient boaters. An additional 2 stories were constructed in the early 1970s’ when the property was threatened with a ‘taking’ for the rights-of-way for the new Blue Heron Bridge.

The motel property was sold to a developer in 1979 and renamed as Singer Island Yacht Club. The developer converted the building to a residential condominium and sold 107 units, of which 7 were designated as ‘commercial’ units and included the dock. The condominium association purchased Lot 474 in

late 1979 for additional parking. When the RBCRA boundaries were drawn in the early 1980's, Lot 474 was not included inside the RBCRA boundaries though it was owned as a common element of the Singer Island Yacht Club condominium association.

Through the 1980s and 1990s the Singer Island Yacht Club was well maintained. From 2000 to 2013, disinvestment and neglect of basic maintenance commenced and accelerated. The hurricanes of 2004 and 2005 inflicted substantial water and water related damage to the building. Most of the costs of repair were not covered by insurance. A major dispute amongst the unit owners arose over a bank loan incurred by the condominium board, but not approved by the membership. The board and the membership began exploring the opportunity to sell the property as a whole, but could not reach consensus. By 2006, nearly all unit owners had ceased paying their month COA dues and the building entered a period of extended physical neglect and occupancy decline.

In 2006 an investor group began purchasing units in the Singer Island Yacht Club building and purchased the adjoining 2429 Lake Drive property with a general business plan of acquiring and redeveloping multiple properties into a large scale, mixed-use project. By 2008, the investor group had substantial control of the condominium, but had exhausted their funding resources to complete the buyout. The investor group was unable to raise additional capital and defaulted on a major loan, was subsequently unable to effect a restructuring, resulting on the current ownership taking the property back via foreclosure in 2013.

In early 2013, SIG took ownership to 100 of the 107 condominium units and the 2429 Lake Drive property. At that time, the property and the condominium association had nearly \$1.0 million in unfunded liabilities. Through 2013 and 2014, SIG stabilized day-to-day operations of property, funded the payment of the inherited financial liabilities, managed the affairs of the condominium association, and purchased the remaining condominium units. In late 2014 with 100 percent ownership of the condominium units, SIG dissolved the condominium regime and restored the 2525 Lake Drive and Lot 474 properties to fee simple ownership. In early 2015, SIG wound down and terminated the condominium association.

Since taking ownership of the property, SIG has explored with City and RBCRA staff the best way to proceed with a unified development plan for the property. Developing each of the parcels as stand alone projects is not financially viable. Developing the 3 parcels under their current zoning designations is physically infeasible. Thus, after prolonged discussions with City and RBCRA, SIG is submitting through this application a pathway to redevelop this highly visible, and strategically situated property.

The SIG property is prime for redevelopment consistent with the goals and objectives of the RBCRA Master Plan. The 2525 Lake Drive building is physically depleted, surviving well beyond its economic life without reinvestment and upgrading in the past 15 years. The assessed value of the property has decline steadily over the past decade. Since 2013, the assessed value of the property has decreased by 23 percent, declining from an assessed value of \$4.7 million to the current assessed value \$3.6 million.

Proposed Development Plan

The unified development plan for the property has been designed as an architecturally elegant 'gateway' statement to Singer Island, using the 'form based' standards and principles of the RBCRA Downtown LDRs. The development plan visually and functionally embraces an intersection of the public and private realms with:

- A welcoming signature 8-story building with 135 condominium units, including below grade parking and separation of the building mass above the 2nd story in order to preserve sight lines to the ocean from the Blue Heron Bridge.
- An inviting civic open space, providing a tropically shaded walkway to the Intracoastal along the northern edge of the property, open during day light hours and designed as 'defensible space'.
- The ground floor on the northern side of the building includes 'habitable space' to be available for public and civic groups for display space.
- A 'green' parking lot on Lot 474; this parking lot, open to public use between 8 AM and 5 PM daily.
- A new, contemporary marina with 16 slips available for lease by the public; leased slips will not be available for daily transient use or overnight live aboards.

SIG has completed a designed and secured full permitting for the new marina. Included in this submission package are copies of the new marina design and relevant documentation regarding the DEP approvals and related permits.

Development of Singer Island Gateway will yield consequential economic and fiscal benefits to the City. Based on the current potential sellout of units, an estimated \$600,000 to \$650,000 in annual real estate taxes would be realized by the City, not including the additional tax increment from the County's millage for that portion of the property currently within the RBCRA. With an estimated direct construction cost of \$55 million, 250-260 full time equivalent construction jobs would be created over an 18-month construction period. Additionally, 270-290 indirect and induced jobs would be supported over the project construction cycle. Upon completion, the project will have 5-6 full time employees and 4-5 part time employees.

Pre-Development Team

We have assembled a superior team of highly talented design, planning and engineering professionals for the Singer Island Gateway project. The team is comprised of:

<u>Firm</u>	<u>Discipline</u>
▪ Torti Gallas and Partners	Site Planning and Architectural Design
▪ Simmons & White	Civil Engineering and Traffic/Parking
▪ Wayne Villavaso Landscape Architect	Landscape, hardscape and public space design
▪ Anthea Gianniotis, Independent Planner	Code Interpretation, land use and zoning
▪ Ardaman & Associates	Geotechnical/environmental engineering

The undersigned is the principal contact throughout the review and approval process. As needed during the review of this submission, please contact any of the primary professionals directly for technical clarifications.

Respectfully,



J. Kevin Lawler
Vice President

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

Meeting Date: 2/22/2017

Agenda Category:

Subject: 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.

Recommendation/Motion: APPROVAL

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	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	2/16/2017	Cover Memo
Resolution.Exhibit.ICYG.pdf	ICYG RESOLUTION	2/16/2017	Resolution
Backup.ContractandAmendments.pdf	ICYG BACKUP	2/16/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Seguin, Tamara	Approved	2/16/2017 - 4:37 PM
CRA Internal Review	Evans, Scott	Approved	2/16/2017 - 4:42 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: February 22, 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:

On February 8, 2017, the CRA Board review the request from The Inner-City Youth Golfers' Incorporated (ICYG, Inc.), a non-profit organization, to amend the approved sales agreement to allow them to close on the property while they continue to raise funds to complete construction. The Board requested to add additional requirements to the proposed deed, the requirements are proposed as follows:

- Funds for the Construction of the project must be raised within 3 years of the date of the deed
- The project must be completed within 5 years of the date of the deed
- The proposed use shall be for public purposes in perpetuity

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. In accordance with the contract, ICYG will be required to pay the remaining funds due under the sales agreement prior to receiving the restricted deed. (The sales price was \$12,000 and ICYG has a balance of \$6,876.00 due before closing)

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.

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 13th 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.

ICYG Rendering



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; THE SALE IS CONDITIONED UPON ICYG RAISING SUFFICIENT FUNDS TO CONSTRUCT A 2000 SQUARE FOOT BUILDING WITHIN 3 YEARS OF THE DATE OF THE DEED, CONSTRUCT THE BUILDING WITHIN 5 YEARS OF THE DATE OF THE DEED AND USE THE BUILDING FOR PUBLIC 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 the funds for the construction of which must be raised within 3 years of the deed, be constructed within 5 years of the date of the deed and be used for public purposes in perpetuity subject to the right of reentry by the Agency for failure to comply with either of the three conditions; and

WHEREAS, ICYG has paid \$5,154.00 of the Purchase Price leaving a balance of \$6,876.00 (the "Balance"); and

WHEREAS, Staff recommends that the Commissioners of the Agency approve the sale of the Property to ICYG upon the terms as outlined above and the payment of the Balance of the Purchase Price.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Commissioners of the Agency hereby approves the Quit Claim Deed attached hereto.

SECTION 2. The Chair and Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to execute and attest, respectively, the Quit Claim Deed between the Riviera Beach Community Redevelopment Agency and Inner City Youth Golfers', Inc. upon the payment of the Balance of the Purchase Price.

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

PASSED AND ADOPTED this ____ day of February 2017.

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

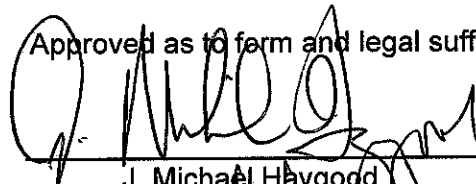
By: _____
Name:
Title: Chairperson

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 2/16/17
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 behoof of the said Grantee, its successors and assigns forever unless and on the express condition subsequent that if the Grantee fails to raise sufficient funds to construct a youth educational and golf center museum in a minimum of 2000 square feet (the "Building") within three years of the date of this deed and construct the Building within (5) years of the date of this deed and to be used in perpetuity for public 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. 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.

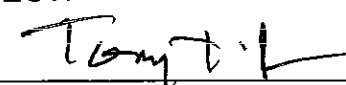
SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of April, 2014.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: JUDY L. DAVIS
Title: Chairperson

ATTEST:


Executive Director

Approved as to form and legal sufficiency

MOTION BY:

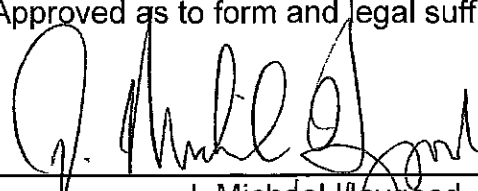
Bruce Guyton

SECONDED BY:

Cedrick Thomas

B. GUYTON
D. PARDO
C. THOMAS
T. DAVIS
J. DAVIS

AYE
AYE
AYE
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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 Optionee/Buyer. 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:

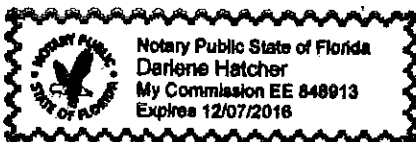
OPTIONOR/SELLER

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 _____.



Darlene Hatcher
Signature of Notary Public

Darlene Hatcher
Print Name

Commission Number: EE 848913

Commission Expiration: 12/07/2016

[Optionee/Buyer signature on following page]

OPTIONEE/BUYER

Inner City Youth Golfers' Incorporated

WITNESS:

[Signature]

By:

Malachi Knowles

Name: MALACHI KNOWLES

Title:

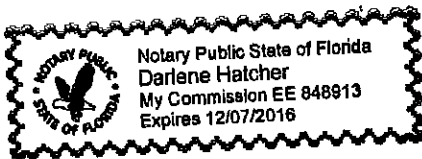
PRESIDENT

WITNESS:

[Signature]

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 _____.



[Signature]

Notary Public

Darlene Hatcher

Print Name

Commission Number: EE848913

Commission Expiration: 12/07/2016

Vacant Land Contract

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("Seller")
 and INNER CITY YOUTH GOLFER'S INC., a Florida not for profit corporation ("Buyer")
 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
 Address: VARIOUS LOTS IN, RIVIERA BEACH, FL 33404
 Legal Description: SEE EXHIBIT "A"
 including all improvements and the following additional property:

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 12,000.00 payable by Buyer in U.S. funds as follows:

(a) \$ _____ Deposit received (checks are subject to clearance) on _____ by
 _____ for delivery to J. MICHAEL HAYGOOD, P.A. ("Escrow Agent")
Signature Name of Company
 (Address of Escrow Agent) 701 NORTHPOINT PARKWAY, SUITE 209, WEST PALM BEACH
 (Phone # of Escrow Agent) (561) 684-8311

(b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
 or _____ days from Effective Date (10 days if left blank).

(c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ 5,124.00 Other: OPTION FEE

(e) \$ 6,876.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☐ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____) prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation: _____

3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.
☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

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

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted

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. dte. 45 days ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Lender's title policy at the simultaneous issue rate
Inspections
Survey and sketch
Insurance
Other: _____

(c) Title Evidence and Insurance: Check (1) or (2):

☐ (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☒ **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

☐ (2) **Seller** will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts. If special assessments may be paid in installments ☐ Buyer ☐ Seller (if left blank, Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

(f) Tax Withholding: If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.

(g) 1031 Exchange: If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

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

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below.

(c) Inspections: (check (1) or (2) below)

☐ **(1) Feasibility Study:** Buyer will, at Buyer's expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for _____

use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☒ **(2) No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as _____: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b) above.

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

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

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) Time: All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

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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.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

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ESCROW AGENT AND BROKER

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

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

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

Selling Sales Associate/License No. _____

Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) _____

Listing Sales Associate/License No. _____

Listing Firm/Brokerage fee: (\$ or % of Purchase Price) _____

ADDITIONAL TERMS

18. ADDITIONAL TERMS: SUBJECT TO THE FOLLOWING TERMS:

- (1) SUBMITTAL OF ARCHITECTURAL RENDERING FOR CRA REVIEW AND COMMENT.
- (2) EVIDENCE OF SITE PLAN APPROVAL FROM THE CITY OF RIVIERA BEACH.
- (3) EVIDENCE OF CONSTRUCTION FUNDING FOR PROPOSED PROJECT.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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

377 **OFFER AND ACCEPTANCE**

378* (Check if applicable: ☐ **Buyer received a written real property disclosure statement from Seller before making this Offer.)**
379 **Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a**
380* **copy delivered to Buyer no later than** _____ ☐ a.m. ☐ p.m. on _____, _____, **this offer will be**
381 **revoked and Buyer's deposit refunded subject to clearance of funds.**

382 **COUNTER OFFER/ REJECTION**

383* ☐ **Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a**
384 **copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from**
385* **the date the counter is delivered. ☐ Seller rejects Buyer's offer.**

386* **Date:** _____ **Buyer:** _____
387* **Print name:** _____

388* **Date:** _____ **Buyer:** _____
389* **Phone:** _____ **Print name:** _____
390* **Fax:** _____ **Address:** _____
391* **E-mail:** _____

392* **Date:** _____ **Seller:** _____
393* **Print name:** _____

394* **Date:** _____ **Seller:** _____
395* **Phone:** _____ **Print name:** _____
396* **Fax:** _____ **Address:** _____
397* **E-mail:** _____

398* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the final offer or counteroffer.)**

399* **Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.**

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EXHIBIT "A"

- PARCEL 1: RIVIERA LOT 6 (LESS SLY 64.40 FT) BLK 12
PCN: 56-43-42-33-06-012-0061
- PARCEL 2: RIVIERA LOT 5 (LESS SLY 72.43 FT) BLK 12
PCN: 56-43-42-33-06-012-0051
- PARCEL 3: RIVIERA IRREG PAR OF LT 4, AS IN OR 14226, P 430 BLK 12
PCN: 56-43-42-33-06-012-0042
- PARCEL 4: RIVIERA N ½ 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:  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 13th 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 13th Street corridor were remnants from the construction project to build a new 13th Street completed by the Port of Palm Beach.

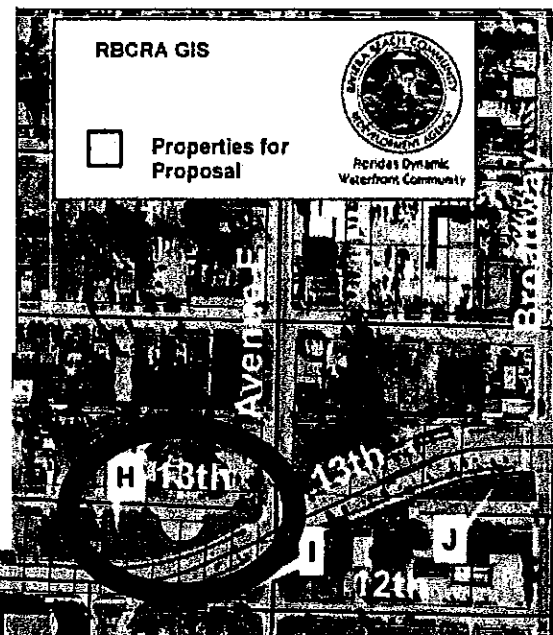
ABOUT THE SUBJECT PROPERTY:

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.

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 8th, 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 13th day of July, 2016

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

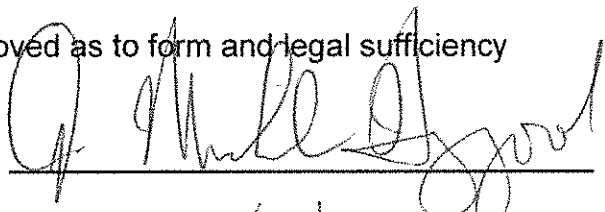
By: 

Terrence Davis
Chairperson

ATTEST:


Executive Director

Approved as to form and legal sufficiency



MOTION BY:

D. Pardo

J. Michael Haygood

Date 6/30/2016

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

AVE
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Extension Addendum to Contract

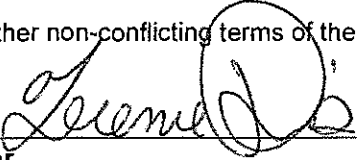


The following date and/or time period(s) of the Residential Sale and Purchase Contract, Residential Contract for Sale and Purchase, Vacant Land Contract, or Commercial Contract dated April 23, 2014, between RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("Seller") and INNER CITY YOUTH GOLFERS, INC ("Buyer") concerning the Property located at See Exhibit "A" is hereby extended. (check whichever apply)

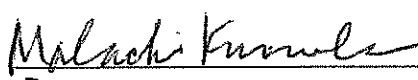
- ☒ **Closing Date.** Seller and Buyer agree to extend the Closing Date until May 18, 2018.
- ☐ **Financing Period.** Seller and Buyer agree to extend the Commitment Period, Loan Commitment Date, Financing Period, or Loan Approval Date for an additional _____ days or until _____.
- ☐ **Inspection Period.** 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




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.

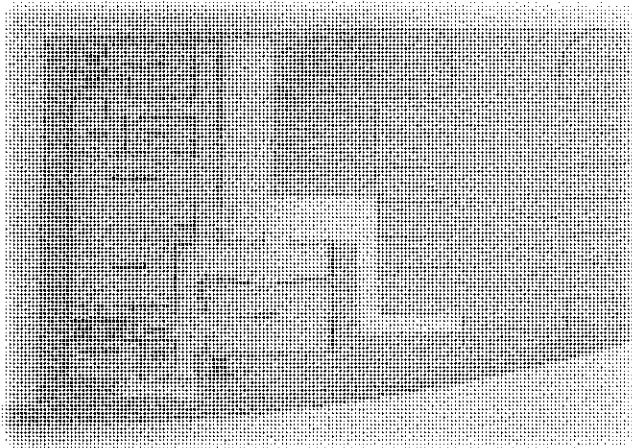
BACKGROUND:

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:

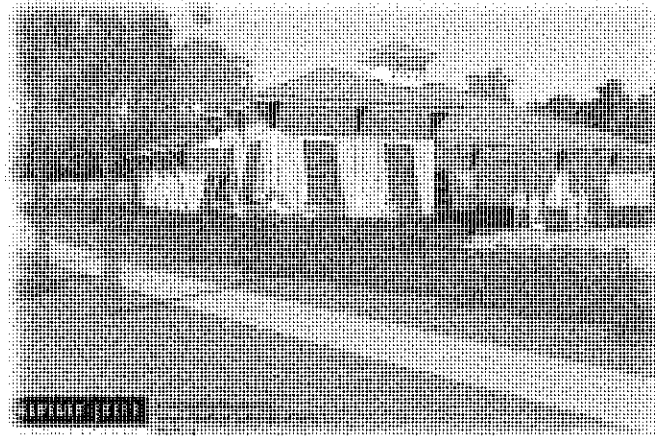
1. Submittal of architectural renderings for CRA review and comment.
2. Provide evidence of Site Plan approval from the City of Riviera Beach.
3. Provide evidence of construction funding for proposed project.
4. The option agreement provides that the purchaser has two years to complete the above during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

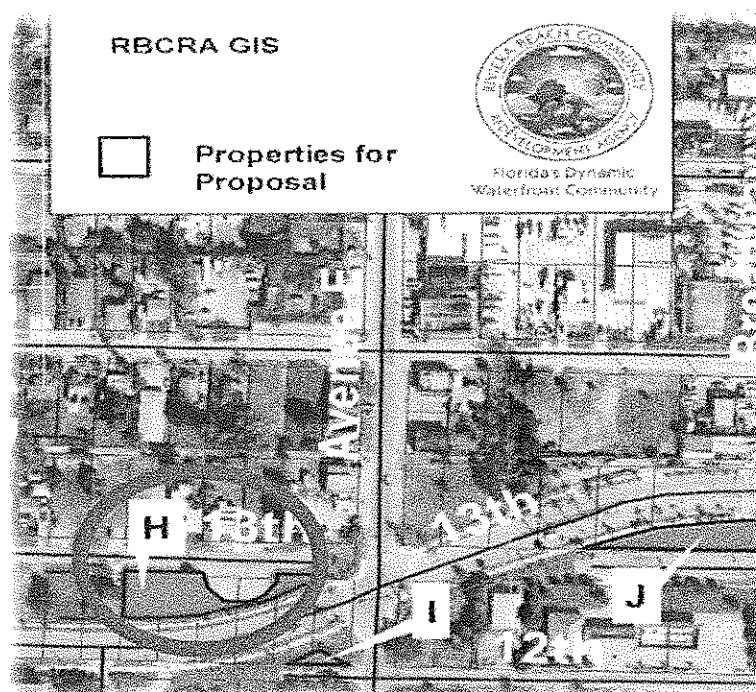


ABOUT ICYG:

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.

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

Meeting Date: 2/22/2017

Agenda Category:

Subject: PRESENTATION BY SCOTT EVANS AND PAUL SKYERS - PROPERTY OF DISTINCTION
GRANT DEVELOPMENT PROJECT

Recommendation/Motion: PRESENTATION

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/16/2017 - 5:37 PM
CRA Internal Review	Evans, Scott	Approved	2/16/2017 - 5:38 PM

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

Meeting Date: 2/22/2017

Agenda Category:

Subject: FIRST AMENDMENT TO THE PALM BEACH CONSULTING GROUP

Recommendation/Motion: APPROVAL

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo.PalmBeachConsultingContr..pdf	MEMO	2/20/2017	Cover Memo
Resolution.PalmBeachConstultingContr..pdf	RESOLUTION AND AGREEMENT	2/20/2017	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/20/2017 - 10:40 AM
CRA Internal Review	Evans, Scott	Approved	2/20/2017 - 10:41 AM



Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Scott Evans
Interim Executive Director, CRA

COPY: J. Michael Haygood
General Counsel, CRA

DATE: February 17, 2017

SUBJECT: **A Resolution approving the First Amendment to the Professional Service Agreement between the Riviera Beach Community Redevelopment Agency and the Palm Beach Consulting Group LLC.**

REQUEST FOR BOARD ACTION

The Agency is requesting the Board of Commissioners to approve a Resolution authorizing the First Amendment to the Professional Service Agreement between the Riviera Beach Community Redevelopment Agency and the Palm Beach Consulting Group LLC., to extend their professional services in the capacity of Interim Finance Manager for the Agency. Between now and the end of this fiscal year the Agency will consider implementation of a new accounting and financial reporting system which will require a detailed strategy for the system conversion and implementation.

BACKGROUND / SUMMARY

The Palm Beach Consulting Group has been providing consulting assistance to the CRA since November 2016, in the capacity of Interim Finance Manager. The contract amendment provides the CRA with management and oversight of the Finance Department until the department and its associated responsibilities are reorganized and restructured under a new operation's model and staffing. Recent Audits completed last year highlighted the need the CRA to more closely coordinate its financial reporting with the City of Riviera Beach. Consultant Mr. Arnold Broussard will provide the role of Interim Finance Manager, and work closely with the City's Finance department for this years on-going audits. The services provided between March 1, 2017, and December 31, 2017, are listed below.

SCOPE OF SERVICES:

- Provide general management and oversight for the Finance Department.
- Assist in preparing the first amendment to the fiscal year 2017 budget.
- Identify and implement required modifications to the accounting system to properly account for and report on transactions for all entities serviced by the CRA's Finance Department beginning

with fiscal year 2017. Special attention to be given to findings identified by the Agency's external auditor in the fiscal year 2016 annual audit.

- Assist in the completion of the CRA's Audit(s), and in preparing recommendations for related system improvements, enhancements, corrections, and adjustments.
- Assist the CRA in evaluating its participation in the new accounting system being proposed by the City of Riviera Beach Finance Department.
- Develop an implementation plan for converting the CRA's accounting and financial reporting system to a "new" system using the current accounting software or the City's new system, as appropriate.
- Supervise the completion of the conversion to the CRA's "new" accounting and financial reporting system.
- Restructure the CRA's accounting function based on the decision to implement the new accounting system. Insure that there are properly documented policies and procedures in effect, make recommendations for any required changes.
- Insure that there is an effective and efficient interface between the Event Center's booking system and its accounting system. Insure that there are properly documented policies and procedures in effect.

RECOMMENDATIONS

Staff recommends Board approval of a Resolution authorizing the contract amendment with Palm Beach Consulting LLC., in the amount not to exceed \$60,000.00 between March 1, 2017, and December 31, 2017, to perform the services of Interim Finance Manager.

RESOLUTION NO. 2016-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE PALM BEACH CONSULTING GROUP, LLC ("CONSULTANT") AND THE AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency and Consultant entered into a Professional Service Agreement, dated November 17, 2016 ("the Agreement"); and

WHEREAS, the Agency has additional services it desires the Consultant to perform to further enhance the operations of the Agency's Finance Department; and

WHEREAS, prior to the end of the current fiscal year, the Agency is considering the implementation of a new accounting and financial reporting system, which will require the Consultant to develop a detailed strategy and implementation plan for the system conversion;

WHEREAS, Satff recommends that the term Agreement be extended through December 31, 2017 and the compensation be provided not to exceed \$60,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency hereby approves the First Amendment to the Professional Service Agreement between The Palm Beach Consulting Group, LLC and the Riviera Beach Community Redevelopment Agency attached as Exhibit "A".

SECTION 2. The resolution shall be effective immediately upon its adoption.

[Signatures on following page]

PASSED AND ADOPTED this ____ day of February 2017.

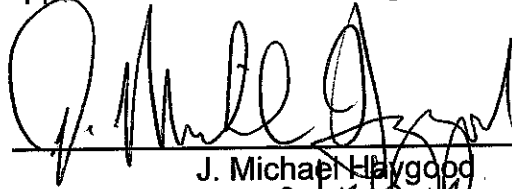
**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Name: Terence Davis
Title: Chairperson

ATTEST:

Executive Director

Approved as to form and legal sufficiency



J. Michael Haygood

Date 2/17/2017

General Counsel to CRA

MOTION BY: _____

SECONDED BY: _____

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

**FIRST AMENDMENT
TO THE PROFESSIONAL SERVICE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE PALM BEACH CONSULTING GROUP, LLC**

This **FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT** is entered into as of this _____ day of _____, 2017, by and between **Riviera Beach Community Redevelopment Agency**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter called "AGENCY") and **THE PALM BEACH CONSULTING GROUP, LLC**, a Florida limited liability company (hereinafter called "CONSULTANT").

WHEREAS, the CONSULTANT has served as the AGENCY'S Interim Finance Director pursuant to a contract dated November 17, 2016; and,

WHEREAS, the AGENCY has additional services it desires the CONSULTANT to perform to further enhance the operations of the AGENCY's Finance Department; and

WHEREAS, prior to the end of the current fiscal year, the AGENCY is considering the implementation of a new accounting and financial reporting system, which will require the CONSULTANT to develop a detailed strategy and implementation plan for the system conversion.

NOW THEREFORE, in consideration of the mutual promises contained herein, the AGENCY and the CONSULTANT agree to the following amendments to their original Agreement.

Section 1. ARTICLE 2 - SCHEDULE shall be amended to read as follows:

A. Time of Completion - Services must begin within five (5) calendar days from the date of receipt of official notice to proceed. All work shall be carried on at a rate for full completion by December 31, 2017, the rate of progress and time of completion being essential conditions of this Agreement.

B. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in the revised Scope of Services contained in "Attachment A".

Section 2. ARTICLE 3 – FUNDING CONSIDERATION/PAYMENT shall be amended to read as follows:

The AGENCY agrees to pay the CONSULTANT for its services, over the ten (10) month period March through December 2017, an amount not to exceed \$60,000. The services to be provided are specified in the amended Scope of Services identified in "Attachment A."

CONSULTANT shall provide AGENCY with a minimum number of hours of work effort per month based on the schedule below. The CONSULTANT shall be compensated at the rate of \$150.00 per hour.

Monthly Schedule of Hours	
Month	Hours per Month
March 2017	53
April 2017	53
May 2017	27
June 2017	27
July 2017	27

August 2017	53
September 2017	53
October 2017	53
November 2017	27
December 2017	27
Total	400

CONSULTANT shall bill AGENCY at the end of each billing period. AGENCY shall make payments to CONSULTANT based on receipt of a valid invoice submitted to the AGENCY, along with a status report summarizing work efforts performed during the period. CONSULTANT's payment is due on or before the 10th day of the month following the billing period.

Section 3. Scope of Amendment. Except as otherwise provided for or as amended herein, all other terms and conditions of the Original shall remain unchanged and in full force and effect throughout the remainder of the term, and any permitted extensions thereto, unless further amended by written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties unto this Agreement have set their hand and seal on the day and year above written.

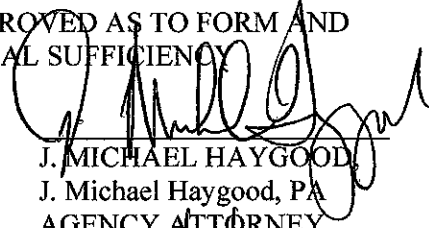
Riviera Beach Community Redevelopment Agency

BY: _____
Scott Evans, Interim Executive Director

ATTEST:

BY: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
J. MICHAEL HAYGOOD
J. Michael Haygood, PA
AGENCY ATTORNEY
Date: 2/17/2017

CONSULTANT
The Palm Beach Consulting Group, LLC.

BY: _____
Arnold A. Broussard, President/Managing Member

**FIRST AMENDMENT
TO THE PROFESSIONAL SERVICE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE PALM BEACH CONSULTING GROUP, LLC**

SCOPE OF SERVICES

OBJECTIVE:

Provide the CRA with management and oversight of the Finance Department until the department and its associated responsibilities are reorganized and restructured under a new operation's model and the function is properly staffed.

SCOPE OF SERVICES:

- Provide general management and oversight for the Finance Department.
- Assist in preparing the first amendment to the fiscal year 2017 budget.
- Identify and implement required modifications to the accounting system to properly account for and report on transactions for all entities serviced by the CRA's Finance Department beginning with fiscal year 2017. Special attention to be given to findings identified by the Agency's external auditor in the fiscal year 2016 annual audit.
- Assist in the completion of the CRA's Audit(s), and in preparing recommendations for related system improvements, enhancements, corrections, and adjustments.
- Assist the CRA in evaluating its participation in the new accounting system being proposed by the City of Riviera Beach Finance Department.
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