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CITY OF RIVIERA BEACH
PLANNING AND ZONING BOARD

Thursday, June 8, 2017

Council Chambers
600 West Blue Heron Boulevard
Riviera Beach, Florida

6:36 p.m. - 10:25 p.m.

IN ATTENDANCE:

Rena James, Chair
Tradrick McCoy, Vice Chair
Corey Blackwell, Sr., Board Member
James Gallon, Board Member
Edward Kunity, Board Member
Margaret Shepherd, Board Member
Anthony Brown, 2nd Alternate Member
Jeff Gagnon, Assistant Director
of Community Development
Mario Velasquez, Senior Planner
Lina F. Busby, Assistant City Attorney
Jonathan Evans, City Manager

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1 MR. KUNUTY: Here.
2 MR. VELASQUEZ: Corey Blackwell, Sr.
3 MR. BLACKWELL: Present.
4 MR. VELASQUEZ: Tradrick McCoy.
5 VICE CHAIR McCOY: Here.
6 MR. VELASQUEZ: Rena James.
7 CHAIR JAMES: Here.
8 MR. VELASQUEZ: A quorum is present.
9 CHAIR JAMES: Okay, item III, acknowledgement
10 of Board member absence notification.
11 MR. GAGNON: Yes, thank you, Chair. Jeff
12 Gagnon, Assistant Director of Community Development.
13 We did receive word from both Mr. Whigham and
14 Mr. Gustafson that they would not be in attendance at
15 tonight's meeting.
16 CHAIR JAMES: So noted. Item IV, are there
17 any additions and deletions to the agenda?
18 MR. GAGNON: There are no additions or
19 deletions. I want to make note of the fact that
20 Ms. Lina Busby is here as our Assistant City Attorney,
21 as well as our City Manager, Mr. Jonathan Evans is
22 present as well.
23 CHAIR JAMES: Glad to have you with us.
24 MS. SHEPHERD: Welcome back.
25 MS. BUSBY: Thank you. Good evening.

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1 BE IT REMEMBERED that the following Planning
2 and Zoning Board meeting was had at Riviera Beach City
3 Hall Council Chambers, 600 West Blue Heron Boulevard,
4 Riviera Beach, Florida, on Thursday, June 8, 2017,
5 beginning at 6:36 p.m., with attendees as hereinabove
6 noted, to wit:
7 ---
8 CHAIR JAMES: Good evening. The time is now
9 6:36, and the June 8th meeting of the Planning and
10 Zoning Board is called to order. We'll have a moment
11 of silence, followed by the Pledge of Allegiance.
12 (Moment of silence observed. Pledge of
13 Allegiance recited.)
14 CHAIR JAMES: Are we ready for roll call?
15 MR. VELASQUEZ: Anthony Brown.
16 MR. BROWN: Present.
17 MR. VELASQUEZ: Jon Gustafson.
18 (No response.)
19 MR. VELASQUEZ: James Gallon.
20 MR. GALLON: Here.
21 MR. VELASQUEZ: Julius Whigham.
22 (No response.)
23 MR. VELASQUEZ: Margaret Shepherd.
24 MS. SHEPHERD: Here.
25 MR. VELASQUEZ: Edward Kunity.

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1 CHAIR JAMES: Good evening.
2 Okay, item V, disclosure by Board members,
3 and then the adoption of the agenda. Are there any
4 disclosures?
5 MR. BLACKWELL: Yes, Madam Chair,
6 disclosures.
7 CHAIR JAMES: Go ahead.
8 MR. BLACKWELL: Corey Blackwell, for the
9 record.
10 On June 1st I did go over to the Crab Pot
11 site and request a tour of the parking facilities of
12 the Marina Grande and Loggerhead Marina, and at which
13 time I met with the property manager of Marina Grande,
14 Mr. Delroy Anglin, and the HOA president, Mr. Gino
15 Tonetti. Excuse me if I mispronounced his name. We
16 took a tour of the facility and the property parking
17 facilities. And that's it.
18 CHAIR JAMES: Thank you.
19 Any other disclosures?
20 MR. KUNUTY: I was contacted by the applicant
21 for the senior housing, returned their call, and we
22 just never hooked up, so --
23 VICE CHAIR McCOY: Madam Chair.
24 CHAIR JAMES: Yes, you're recognized.
25 VICE CHAIR McCOY: As it relates to the Seven

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1 Kings project or the Crab Pot, I met -- I was contacted
 2 by the HOA president, Mr. Gino, as well as the
 3 treasurer. And I did take a tour of Marina Grande and
 4 the parking facilities, as well as I received a number
 5 of e-mails, one including Brenda Grigg. And also, I
 6 spoke to the attorney for Marina Grande. And as for
 7 the Housing Authority, I did get contacted by e-mail
 8 and phone call from two persons from the engineering
 9 company.
 10 CHAIR JAMES: Okay, any other disclosures?
 11 MS. SHEPHERD: Margaret Shepherd. I do sit
 12 as a volunteer with the Riviera Beach Housing
 13 Authority.
 14 CHAIR JAMES: Any others?
 15 MR. GALLON: Yes. I received a couple of
 16 e-mails from, I guess, a couple of the tenants from
 17 Marina Grande, and also an e-mail from the engineer for
 18 the Housing Authority.
 19 CHAIR JAMES: Okay. I did not receive
 20 anything. Wow.
 21 So now that we have the disclosures out of
 22 the way, we'll go ahead to the adoption of the agenda.
 23 Is there a motion?
 24 VICE CHAIR McCOY: So moved.
 25 MR. KUNUTY: Second.

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1 CHAIR JAMES: Roll call.
 2 MR. VELASQUEZ: Anthony Brown.
 3 (No response.)
 4 MR. VELASQUEZ: Sorry. James Gallon.
 5 MR. GALLON: Yes.
 6 MR. VELASQUEZ: Margaret Shepherd.
 7 MS. SHEPHERD: Yes.
 8 MR. VELASQUEZ: Edward Kunuty.
 9 MR. KUNUTY: Yes.
 10 MR. VELASQUEZ: Corey Blackwell, Sr.
 11 MR. BLACKWELL: Yes.
 12 MR. VELASQUEZ: Tradrick McCoy.
 13 VICE CHAIR McCOY: Yes.
 14 MR. VELASQUEZ: Rena James.
 15 CHAIR JAMES: Yes.
 16 MR. VELASQUEZ: Unanimous voting. Motion
 17 approved.
 18 CHAIR JAMES: Item VI, approval of the
 19 minutes from the May 11, 2017 meeting. Is there a
 20 motion?
 21 VICE CHAIR McCOY: So moved.
 22 MS. SHEPHERD: Second.
 23 CHAIR JAMES: Roll call.
 24 MR. GAGNON: I'm sorry, just as a point of
 25 order, because we do have multiple members that are

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1 absent tonight, if it pleases the Board, Mr. Brown
 2 would receive voting rights as well, so he would have
 3 been able to vote on that last item as well.
 4 CHAIR JAMES: Okay.
 5 MR. GAGNON: So I just want to make that
 6 very, very clear moving forward. He is a voting member
 7 of the Board tonight.
 8 CHAIR JAMES: Thank you. So noted.
 9 VICE CHAIR McCOY: Did he vote? He did vote?
 10 MR. VELASQUEZ: He did not vote on the last
 11 motion.
 12 CHAIR JAMES: So from here on, he will be
 13 voting.
 14 Did we get a second for the approval of the
 15 minutes?
 16 MR. VELASQUEZ: Yes.
 17 MS. SHEPHERD: Second. I did.
 18 MR. VELASQUEZ: Anthony Brown.
 19 MR. BROWN: Yes, yes.
 20 MR. VELASQUEZ: James Gallon.
 21 MR. GALLON: Yes.
 22 MR. VELASQUEZ: Margaret Shepherd.
 23 MS. SHEPHERD: Yes.
 24 MR. VELASQUEZ: Edward Kunuty.
 25 MR. KUNUTY: Yes.

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1 MR. VELASQUEZ: Corey Blackwell, Sr.
 2 MR. BLACKWELL: Yes.
 3 MR. VELASQUEZ: Tradrick McCoy.
 4 VICE CHAIR McCOY: Yes.
 5 MR. VELASQUEZ: Rena James.
 6 CHAIR JAMES: Yes.
 7 MR. VELASQUEZ: Unanimous voting. Motion
 8 approved.
 9 CHAIR JAMES: Okay, on to item VII,
 10 unfinished business.
 11 MR. GAGNON: Yes, thank you, Chair. Under
 12 unfinished business tonight it's a resolution of the
 13 City Council of the City of Riviera Beach, Palm Beach
 14 County, Florida approving a site plan application from
 15 Seven Kings Holdings, Incorporated to build and operate
 16 a 4,482 square foot restaurant on a vacant parcel of
 17 land, approximately .35 acre, identified by parcel
 18 control number 56-43-42-28-00-003-0090, located on the
 19 north side of Blue Heron Boulevard and east of Lake
 20 Shore Drive, within the downtown general zoning
 21 district, and providing for an effective date.
 22 Just for edification of the public, we do
 23 require a public comment card to be submitted if you
 24 wish to speak on an item. There's also an option to
 25 write down comments if you don't wish to speak and

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1 still provide that for the record.
 2 I did want to make note of the fact that we
 3 received approximately 15 to 20 comment cards from
 4 interested individuals that do not wish to speak,
 5 however, they wish to provide their time to separate
 6 legal counsel that's representing Marina Grande. So if
 7 it pleases the Board, we feel as if that would be
 8 suitable to allow for their counsel to speak tonight as
 9 well.
 10 CHAIR JAMES: That's fine.
 11 MR. GAGNON: So we anticipate the order being
 12 the staff presentation, followed by the applicant's
 13 presentation, presentation by Marina Grande's legal
 14 counsel, and then any other public comments that would
 15 follow.
 16 So at this point I'd like to ask Mr. Mario
 17 Velasquez, Senior Planner, to provide the Board and
 18 general public with a presentation.
 19 MR. VELASQUEZ: Good evening, everyone.
 20 Mario Velasquez, Senior Planner.
 21 It was read earlier into the record, this is
 22 a site plan application submitted by Seven Kings
 23 Holdings, Inc. for a restaurant, approximately 4,482
 24 square feet and with outdoor deck seating. I'm going
 25 to go over the location, the proposed location and

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1 surrounding area and continue with the staff analysis.
 2 As you can see on the screen, the red dot
 3 represents the proposed location of the project, and as
 4 we zoom in, we can determine that the property is
 5 vacant and surrounded by Marina Grande to the north and
 6 west, the Intracoastal on the east and right-of-way on
 7 the south.
 8 The screen shows what the property looks like
 9 right now. It's a parcel identified with parcel
 10 control number 56-43-42-28-00-003-0090. The property
 11 is approximately .35 acres. Current zoning is downtown
 12 general, and the future land use designation is
 13 downtown mixed use.
 14 On the screen we can see the north, the
 15 neighbors to the north and the west, which is Marina
 16 Grande, and the properties to the south and east, which
 17 is the right-of-way, Blue Heron bridge and the
 18 Intracoastal. For the record, we have the site plan on
 19 the screen, as well as the landscape plan. Now some
 20 perspective of what the building, the proposed building
 21 will look like.
 22 Under staff analysis, the proposed 4,482
 23 square foot restaurant with the outdoor deck seating
 24 area complies with the downtown general zoning district
 25 regulations, as well as the Comprehensive Plan downtown

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1 mixed use designation. For compatibility, specific
 2 conditions of approval may be needed to ensure that
 3 this use is compatible with adjacent residential
 4 development -- Marina Grande -- which may include but
 5 not be limited to hours of operation and specific
 6 provisions to govern permitted timeframes for amplified
 7 music.
 8 As far as the levels of service, services
 9 such as roads, water, sewer and garbage collection are
 10 currently available to the site.
 11 The landscaping regulations. The proposed
 12 landscape complies with the Land Development
 13 Regulations.
 14 And for parking, the number of parking spaces
 15 proposed, 18 spaces is in compliance with the City's
 16 Land Development Regulations for parking within the
 17 downtown area, which requires 15 spaces, and
 18 specifically City Code, Section 31-539, Table A,
 19 Downtown Zoning District Parking Ratios, which requires
 20 one space per 300 square feet.
 21 City staff advises that the Planning and
 22 Zoning Board review and consider all presented
 23 information and provide a recommendation to the City
 24 Council.
 25 If the Planning and Zoning Board chooses to

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1 recommend approval, City staff recommends including the
 2 following conditions of approval, the standard
 3 conditions, which include a three year landscaping
 4 performance bond; construction and landscaping
 5 improvements must be initiated within 18 months and be
 6 completed and receive Certificate of Occupancy within
 7 five years; all future advertising must state that the
 8 development is located within the City of Riviera
 9 Beach.
 10 Also, once approved, this resolution shall
 11 supersede any previous resolution related to the site
 12 plan, to this property.
 13 City Council authorizes City staff to approve
 14 future amendments to this site plan administratively,
 15 so long as the site plan does not deviate greater than
 16 five percent from the originally approved site plan.
 17 Number seven, hours of operation, open to the
 18 public: This business shall close to the general
 19 public at 2 a.m. daily.
 20 Number eight, hours for amplified music.
 21 It's got two sections. (A), amplified music shall be
 22 prohibited on Friday and Saturday between the hours of
 23 11:30 p.m. and 8 a.m. the next day.
 24 Letter (B) states that amplified music shall
 25 be prohibited on Sunday through Thursday between the

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1 hours of 10 p.m. and 8 a.m. the next day.
 2 The applicant is present in case the Board
 3 has any questions. We'll try to answer it to the best
 4 of our knowledge.
 5 CHAIR JAMES: We're going to move into the
 6 Marina Grande presentation by the attorney.
 7 MR. GAGNON: Chairperson, I don't know if you
 8 wanted the applicant to provide their presentation
 9 before legal counsel. It's up to the Board --
 10 CHAIR JAMES: Okay.
 11 MR. GAGNON: -- to deal with as you wish.
 12 CHAIR JAMES: We'll go with the applicant.
 13 MR. PERRY: Good evening. My name is Marty
 14 Perry. I'm here representing the applicant.
 15 I read the transcript of your prior meeting,
 16 which was a two or three or four hour meeting; I'm not
 17 sure how long. It was a 100 page transcript. There
 18 was a fairly complete presentation that was made to you
 19 at that time. The presentation that was just made to
 20 you is pretty much the same as was made previously by
 21 your staff.
 22 Mr. Gentile, our planner, is here with me
 23 tonight. He's prepared to make either an abbreviated
 24 presentation or a complete presentation. It's your
 25 call on that. Frankly, we came with the idea that this

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1 Board had given specific instructions to the applicant
 2 at the conclusion of the last meeting as to things that
 3 you wished us to address, and that's what we prepared
 4 ourselves to do tonight.
 5 Those things dealt with issues such as
 6 operating hours, the issue of music and noise, the
 7 issue of whether or not this was a bar or a restaurant.
 8 And those are issues we're prepared to address, but
 9 we'll follow whatever direction you want to provide to
 10 us.
 11 CHAIR JAMES: Abbreviated is fine.
 12 MR. PERRY: Thank you. We appreciate that.
 13 With that, George, you can have the mike.
 14 MR. GENTILE: Thank you. For the record,
 15 George Gentile with Gentile Glas Holloway O'Mahoney &
 16 Associates. We are the planners and landscape
 17 architects for the project, for the record, and I
 18 appreciate being able to do the abbreviated, because I
 19 will be able to sit down quicker.
 20 So anyway, you sent us back to discuss
 21 several items, as Mr. Perry indicated, for the project.
 22 And I want to go over a few of them, and then Mr. Perry
 23 will address the remainder of those items and some
 24 additional remarks at the end of our presentation.
 25 The staff went over the site. We went over

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1 the history the last time. But I do want to
 2 reemphasize that this was the approved site plan by the
 3 City Council previously, and -- for the Marina Grande
 4 project, and if you'll notice, the restaurant site was
 5 included in that site plan and has been on that until
 6 it was -- and it still is in the approved site plan,
 7 with the exception that it was damaged during a
 8 hurricane and was taken out.
 9 It was an icon in the area of Riviera Beach
 10 as I grew up here as a little boy, and that restaurant
 11 was there. You can see the restaurant here during the
 12 construction in 2005; it was still there. It's down in
 13 this location. It was a larger restaurant than we're
 14 proposing. And here is, again, the construction site.
 15 You can see the restaurant.
 16 And of course, during the day there wasn't
 17 many cars, but there are cars parked there in the front
 18 on the south side, as well as in the parking lot in the
 19 back configuration, very similar to the configuration
 20 of our restaurant as you saw there. I'm not going to
 21 go into the site data. This was the site plan and the
 22 parking plan.
 23 I do want to make it known again, I want to
 24 reiterate that we're here tonight for a site plan
 25 approval. This is a permitted use in your downtown

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1 district and your CRA district. Permitted uses that
 2 meet -- it also meets all of the criteria, regulations,
 3 the Land Development Regulation and your Comprehensive
 4 Plan, and it should be reviewed as it's a site plan
 5 only for this project. We are not asking for any
 6 deviations or waivers or variances to any of the Land
 7 Development Regulations for this area.
 8 I did want to -- this is one item that I did
 9 not show the last time because there's questions as to
 10 whether this is a restaurant or a bar. If you go to
 11 any restaurant in Palm Beach County, I guarantee you
 12 that there will be an area such as the small area in
 13 this restaurant, which has a very large kitchen area
 14 that has been established to be a restaurant to provide
 15 the services to the patrons who come here. I can
 16 guarantee you that you haven't gone in many restaurants
 17 that do not have either a small bar with four or five
 18 seats to the amount of seats I have here.
 19 The restaurant that I quoted to you the other
 20 night is the same thing. They have more dining tables
 21 such as this than a specific bar which you can also
 22 receive food service at. So we hope that this dispels
 23 the fact that this is a restaurant with a bar, as every
 24 other restaurant, most restaurants have in this entire
 25 county.

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1 So I wanted to make sure, because I did not
 2 show this, and I apologize for that. The staff did
 3 have that. It was in your packages. You had the full
 4 presentation. This was the elevations.
 5 And I do want to make a comment, because
 6 there was some question. The Marina Grande project is
 7 to the north, and you can see that we did not put any
 8 windows on the north side of the project. That was
 9 specifically done that way to make sure that there was
 10 even dining conversations that would be limited to be
 11 heard from that area.
 12 And we feel that the architecture, of course,
 13 is appropriate. It is a coastal architecture style,
 14 and we think it's appropriate there. Of course, we
 15 don't have the billboard sign, as the previous Crab Pot
 16 had on to be able to see up on the bridge, because we
 17 do have a bridge that actually we are down below in
 18 this area.
 19 This is the site. I want to bring your
 20 attention -- there was a discussion and a comment
 21 regarding the access to this site. As you know, on the
 22 Marina Grande plan there is an easement that was
 23 maintained by the owners of the marina project on the
 24 site which goes on the entire east side bulkhead area
 25 of the Marina Grande project. And that was negotiated

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1 and done prior to anyone buying there.
 2 The problem that everyone we heard from the
 3 other night was that the area has accessibility and
 4 people will be walking down there. At the present
 5 time, which is not proposed to be changed unless the
 6 Marina Grande people want to have their own locked
 7 access to not have to go out on the parking lot and
 8 come around to the restaurant and want to come into the
 9 restaurant in this location, we will not take down this
 10 fence area that crosses across the walkway and also has
 11 what we call a water barrier so that nobody can crawl
 12 around the fence, put their feet on the bulkhead on
 13 either side and get around.
 14 And you can see that in this location. This
 15 is the waterside barricade. This is the fence. The
 16 fence continues down the Marina Grande property here.
 17 And this, of course, is the current construction fence
 18 that was left up there to provide safety until this is
 19 developed.
 20 So I wanted to make sure that we address that
 21 so that everybody understands that. We think that this
 22 meets CPTED goals, because when you bring people into
 23 an area in a quality restaurant such as this, the place
 24 is safe in this location, as the patrons are at the
 25 restaurant.

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1 That's all I have at this point. I'm going
 2 to turn it over to Mr. Perry again. He'll address some
 3 of the other items that you had some concern with, and
 4 we're here to answer any questions that you have, okay?
 5 MR. PERRY: Probably the most significant
 6 thing that you provided us direction at the conclusion
 7 of your last meeting was that the parties get together
 8 and attempt to resolve differences.
 9 And I am recently into this; have been
 10 involved for maybe, at most, maybe a week.
 11 Mr. Schiller, who is representing Marina Grande, is
 12 also recently in this, I think for probably about the
 13 same period of time. We have spoken. We have
 14 communicated through correspondence. I'm going to
 15 review some of that with you. George has already
 16 touched on some of this, but I want to go into it in a
 17 little more detail in some regards.
 18 Probably the most significant issue is really
 19 the issue of hours of operation. Your staff report
 20 listed a condition that talked about hours of operation
 21 that were closing hours at 2:00, and they explained
 22 during the previous hearing that that was really
 23 related to basically being outside hours; that's when
 24 you can't serve alcohol past 2:00. Well, we've never
 25 had the intention of operating till 2:00 in the

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1 morning. In fact, in our application we had indicated
 2 in there that operating hours would be 11 a.m. to
 3 midnight every day.
 4 We've received a response from Mr. Schiller,
 5 and that response was that initially that they would
 6 prefer to have operating hours that ended at 10:00 at
 7 night. And I indicated to him that that was a
 8 nonstarter.
 9 Since then, Mr. Schiller's gotten back to me
 10 as late as just about 5:00 this afternoon with a list
 11 of proposed conditions of approval, and I'll talk about
 12 conditions in a little bit. But in any event, in this
 13 proposal he's indicated to me that they're proposing
 14 that the hours of operation be 11 a.m. to 10 p.m.
 15 Sunday through Thursday, and 11 a.m. to 11:30 Friday
 16 and Saturday.
 17 Well, we're not prepared to accept that. We
 18 think that 12:00 is not an unreasonable period of time.
 19 But we're open to continuing to discuss that item with
 20 them, and we will continue to do that. This isn't the
 21 last hearing on the matter. We still have to go before
 22 the City Commission. There's a few more weeks that we
 23 can continue a dialogue with them.
 24 The next item that came up was the item of
 25 parking. There are three surface parking lots, and I

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1 think it was Mr. McCoy had indicated that he had gone
 2 over and visited the site this week at the request or
 3 suggestion of somebody from Marina Grande. And I'm
 4 sorry. Mr. Evans.
 5 MR. BLACKWELL: Blackwell.
 6 MR. PERRY: Blackwell. In any event, I went
 7 over myself a couple days ago. I'm familiar with the
 8 site. I had been to the Crab Pot on numerous occasions
 9 through the years. This is night and day, what's
 10 proposed here and what the Crab Pot was, but the
 11 reality was I wanted to refamiliarize myself.
 12 And secondly, I wanted to take a look at they
 13 have the rights to use three surface parking lots, one
 14 of which is immediately adjacent to the site, two of
 15 which are adjacent to the marina. I walked all three
 16 of those sites, and all three of those sites are easily
 17 walkable. If somebody wanted to park at the furthest
 18 one, it might take you somewhere in the neighborhood of
 19 five to eight minutes to walk from the furthest site to
 20 the restaurant. I did. I walked it myself. You know,
 21 if I can walk it in that period of time, most anybody
 22 can walk it in that period of time.
 23 In addition to that, they have rights to use
 24 the parking garage. The parking garage is an issue
 25 that we're sensitive to. We understand that they have

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1 concerns about that. We're more than willing to
 2 continue to sit down and continue that dialogue and see
 3 if we can reach a reasonable accommodation relative to
 4 our use of the parking garage.
 5 You need to understand and remember that
 6 that's not their parking garage. That parking garage
 7 belongs to the marina, to our use, as well as to the
 8 condominium association. It's a shared parking garage.
 9 So the reality is we have some rights to that parking
 10 garage. Now, we're not unwilling to discuss that.
 11 That's an open item. We'll talk to them about that and
 12 we'll continue to try to reach some kind of an
 13 understanding on that.
 14 But the fact of the matter is not only do we
 15 meet your code, but we have substantial additional
 16 parking that is within easy walking distance, and we
 17 intend to use valet parking. And part of our submittal
 18 to you that's part of the package that's been in the
 19 City for some time now, since the application was
 20 filed, is basically a parking plan that talks about the
 21 valet parking. Now, that can be expanded on, if
 22 necessary, but it's there, and the intent is to use
 23 valet parking as much as necessary.
 24 The next item was the question of --
 25 VICE CHAIR McCOY: Let me stop you right

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1 there.
 2 MR. PERRY: Yes, sir.
 3 VICE CHAIR McCOY: Madam Chair.
 4 You spoke of a parking plan?
 5 MR. PERRY: Yes, sir.
 6 VICE CHAIR McCOY: Well, that's the first
 7 I've heard of it in relation to this project. Is it in
 8 this --
 9 MR. PERRY: There was a request for
 10 additional information. In fact, there were two
 11 requests for additional information that were sent to
 12 the applicant by your staff during the process of
 13 reviewing this application, and in one of the responses
 14 to that request for additional information was a
 15 discussion of the parking. That's the parking plan
 16 that I'm talking about.
 17 VICE CHAIR McCOY: But it's not in our packet
 18 today.
 19 MR. PERRY: I don't know what's in your
 20 packet. I haven't seen your packet.
 21 VICE CHAIR McCOY: Okay. I'm sorry, you can
 22 finish.
 23 MR. PERRY: No problem; no problem.
 24 The next item was the question of a bar
 25 versus a restaurant. Well, you know, Mr. Gentile

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1 showed you the floor plan of the bar, okay? The bar
 2 consists of roughly about 18 seats. This is a
 3 restaurant. If you look at the size of that kitchen
 4 and the size of the seating there, it is clear that
 5 this is not intended to be a bar, as has been thought
 6 that this might be. This is not going to be another
 7 Waterway Cafe or something of that nature.
 8 Basically, the intent is to serve food here.
 9 I'm a single person. I eat out frequently. And when I
 10 go out, I sit at bars, and that's where I eat, you
 11 know. Not everybody does that, but some of us like to
 12 do that.
 13 You know, I think the concern is really
 14 overblown. I understand how that might arise, but I
 15 think the concern is way overblown. I think anyone
 16 that had the perception that this is going to be
 17 another Crab Pot, that's nowhere near what we're
 18 talking about doing here.
 19 The next issue was traffic. Well, I'm not a
 20 traffic engineer, but there are traffic engineering
 21 reports that have been submitted. It's been reviewed
 22 by Palm Beach County, as it was required to, and the
 23 reality is that they meet all the requirements of
 24 traffic. From my perspective, the traffic issue is a
 25 nonissue.

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1 The circulation, yes, you have an issue where
 2 that's basically a one-way street that goes around
 3 under the bridge. There's a right turn to go onto
 4 Shore Drive to get to the parking areas, you know, but
 5 there's traffic signals there. There's nothing that's
 6 unsafe about that. Have there been accidents there?
 7 There are accidents at almost every intersection.
 8 Sure, they occur. The reality is accidents are caused
 9 by people who drive poorly. But the reality is you
 10 can't just assume there are going to be accidents here
 11 because there have been accidents. That's not the
 12 intent here.

13 Concerns about loud music. My answer to
 14 that, to Mr. Schiller, was of course there's going to
 15 be music. This is a restaurant. All restaurants have
 16 music. The music, more than likely, will be taped
 17 music, but occasionally there may be live music. Is it
 18 going to be loud, amplified music? No, it's not going
 19 to be loud, amplified music.

20 Are we going to be willing to limit that
 21 we're not going to have the -- the comment that I got,
 22 the condition that was proposed, we agree to restrict
 23 live music to nonelectric instruments. Well,
 24 everywhere you go, you'll see someone, whether he's
 25 playing a guitar or he's singing solo, where he's got

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1 basically, I don't know what they call them, they're
 2 like Music Masters that basically it's recorded music
 3 that's amplified.

4 You know, that's what accompanies the
 5 singing. You know, that's amplified music. Are we
 6 going to outlaw that? I mean to me, that's kind of
 7 ridiculous. And again, it gets into conditions. Is
 8 the intent to have loud, blaring music that's going to
 9 be interfering with peace and quiet? No, no intent to
 10 do that.

11 There was an issue raised about whether
 12 amplified music would be pointed in the direction of
 13 the condominium. Well, that's kind of silly in and of
 14 itself. The reality is any music that's there is going
 15 to be directed for the patrons of the restaurant. It's
 16 not going to be there to entertain boats out in the
 17 waterway, entertain the people over in the Marina
 18 Grande condominium. It's there for the patrons,
 19 period, plain and simple.

20 I think that gets down to really the basic
 21 issue, and George touched on this, and I want to touch
 22 on it again. You know, and I'm a lawyer. Lawyers
 23 beget lawyers. Marina Grande got a lawyer. My client
 24 ended up getting a lawyer. You know, pretty soon
 25 you'll have the whole Bar Association here.

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1 I'm not here to tell you what the law is.
 2 You have an attorney sitting there with you. But the
 3 reality is that this is a site plan review. We're not
 4 here asking you to grant us zoning to allow the use of
 5 a restaurant here. Your zoning already allows the use
 6 of a restaurant. We're here simply to see whether or
 7 not our application, as it's presented, and our site
 8 plan meets all the requirements of your code. Your own
 9 staff has told you that we do.

10 Now, they added a couple of conditions onto
 11 it. We don't have any problem with the conditions that
 12 they added onto it. But conditions really -- and I'm
 13 not going to get into the legal aspect of it, but
 14 really, any condition that's imposed here has to be
 15 something that's in your regulations. We're entitled
 16 to know exactly what we're required to meet in terms of
 17 this application, and we've done that.

18 So we're here simply to ask you -- I
 19 understand people are concerned. They have a right to
 20 express their feelings and concerns. We have no
 21 objection to that whatsoever. But the reality is that
 22 we have a right to go forward here, and that's what
 23 we're requesting, that you approve this and recommend
 24 that we proceed on to the City Commission for another
 25 hearing. Thank you very much.

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1 Again, as Mr. Gentile has indicated, we're
 2 here to answer any questions you might have. We have
 3 with us representatives from our client. We're here to
 4 help make this an easy decision for you, and we'd like
 5 to reserve an opportunity to rebut.

6 CHAIR JAMES: Well, I just have a comment
 7 real quick for you.

8 MR. PERRY: Yes, ma'am.

9 CHAIR JAMES: And I was trying to be real
 10 good about taking my notes, but --

11 MR. PERRY: I didn't talk too fast, did I?

12 CHAIR JAMES: Not too fast. I'm a good note
 13 taker. But you guys got together and you had some
 14 discussions, but it doesn't seem like you agreed upon
 15 much.

16 MR. PERRY: I don't think we're far apart, to
 17 be honest with you. There are a couple of the things
 18 that they've asked for -- one of the things they've
 19 asked for is that they want us to put in a fully
 20 enclosed air-conditioned dumpster. Well, you know, I
 21 think that's an unreasonable request. There has been
 22 no indication that anything that we're providing or
 23 that the City has reviewed and approved relative to our
 24 dumpster doesn't meet code. You know, that's just --
 25 and we've located it far enough away from there. So we

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1 haven't reached agreement on that point. I don't think
 2 we're --
 3 CHAIR JAMES: Can you just give me the points
 4 real quick about what you did reach agreement out from
 5 the meeting?
 6 MR. PERRY: We didn't reach exact agreement
 7 on the hours of operation, but we're not far --
 8 CHAIR JAMES: So nothing?
 9 MR. PERRY: -- we're not far apart, okay?
 10 That's number one.
 11 CHAIR JAMES: So the fact is no agreement was
 12 reached --
 13 MR. PERRY: No agreement reached on that.
 14 CHAIR JAMES: -- on anything?
 15 MR. PERRY: No, ma'am.
 16 CHAIR JAMES: Okay.
 17 MR. PERRY: Secondly, they talked about live
 18 music to nonelectric instruments. We're not going to
 19 agree to that, but --
 20 CHAIR JAMES: Yes, I got the notes. I just
 21 wanted to double-check that --
 22 MR. PERRY: -- the amplifiers, the valet
 23 parking, we're providing that. You know, we have a
 24 plan. If the City wants to see --
 25 CHAIR JAMES: I got it.

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1 MR. PERRY: -- it in more detail, we'll --
 2 CHAIR JAMES: I got it. I just wanted to
 3 again just make sure that I did not have -- well, that
 4 I heard you right that nothing was agreed upon. Okay.
 5 MR. PERRY: Correct.
 6 CHAIR JAMES: Thank you.
 7 Marina Grande.
 8 MR. SCHILLER: Good evening.
 9 CHAIR JAMES: Good evening.
 10 MR. SCHILLER: My name is Neil Schiller. I'm
 11 here tonight with my associate, Eric Aaronson. We're
 12 from the firm Arnstein & Lehr. We're representing the
 13 Marina Grande Riviera Beach Condominium Association.
 14 Many of our members are here tonight. And
 15 before I get started, could I ask everybody that is
 16 here from Marina Grande to please rise and be counted?
 17 And maybe some of my comments will -- you'll agree with
 18 them and you'll forego your opportunity to speak
 19 tonight. And thank you very much. I think they get
 20 the picture; I think they get the picture.
 21 So we have a brief presentation. We
 22 submitted a third party intervenor letter to your
 23 staff. We met with your staff. And here we go.
 24 This is the Marina Grande, about 349 units
 25 directly north, directly west of the subject site. As

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1 you've seen, this is the proposed project. The black
 2 box is the property that they have. They're proposing
 3 a just under 4,500 square foot restaurant.
 4 We're arguing today, ladies and gentlemen,
 5 that their application is incomplete. Now, what do I
 6 mean by incomplete? Well, they have failed to address
 7 some very substantive portions of the application that
 8 make it difficult for really anybody to discern what is
 9 what.
 10 So, for instance, they failed to include the
 11 FDOT property in their application, they don't have an
 12 Agent Authorization Form from FDOT, nor does the survey
 13 that they applied for with their application include
 14 the FDOT property. The applicant failed to submit
 15 variance applications for at least five different
 16 issues; five different issues. So we don't feel that
 17 their application is germane today. We feel that it's
 18 incomplete and that it should be withdrawn.
 19 I want to talk about the FDOT property. That
 20 was a big point of discussion at the last meeting. I
 21 want to show you that. You'll see the red area
 22 outlined. That is the applicant's leased property.
 23 And the yellow underneath is the FDOT property. This
 24 is -- and by the way, I have copies of everything for
 25 you, so you don't have to look at the screen.

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1 I don't know if those could be passed out
 2 now, Mario.
 3 This is the applicant's leasehold property.
 4 It expires in 2025. Underneath is the FDOT property.
 5 That's a much better, easier way to see the
 6 delineation.
 7 I looked at the applicant's Uniform Land Use
 8 Application, and I noticed that under the name of
 9 property owners, there was no FDOT, no Florida
 10 Department of Transportation. Then I looked at the
 11 property control number, and there's no property
 12 control number signifying that piece of property.
 13 There wasn't even an attempt to make a -- to indicate
 14 that the FDOT property was being included in this
 15 application, because, ladies and gentlemen, it simply
 16 is not.
 17 Then I went a step further. An Agent
 18 Authorization Form, you require these. Every
 19 governmental entity requires these with an application.
 20 Why? It's to ensure that the property owner has
 21 knowledge and agrees to the site plan application or
 22 any other land use plan application occurring on their
 23 property. So wouldn't you know that on the Agent
 24 Authorization Form, there's no FDOT. On the Agent
 25 Authorization Form, there's no PCN for the FDOT

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1 property.
 2 I looked at the boundary survey that they
 3 submitted. As you can see, it's a boundary survey. It
 4 says that specifically on the plan. It is that little
 5 trapezoid -- not little -- that trapezoid to the north.
 6 And again, the yellow portion is the property owned by
 7 the Florida Department of Transportation, not included
 8 in the survey.
 9 The applicant, if you remember, uses the FDOT
 10 property to meet its parking requirement. They failed
 11 to include the FDOT property in its application, they
 12 failed to include the Agent Authorization Form in the
 13 application, and they failed to include the FDOT
 14 property in their survey.
 15 Because they rely -- and I'll get to this a
 16 little bit more later in the presentation -- because
 17 they rely on that parking to be in their site plan, the
 18 fact that they don't have any rights to the FDOT
 19 property, the FDOT is not a property owner that's on
 20 the application, nor have they filled out an Agent
 21 Authorization Form, nor is that property surveyed, we
 22 feel that the application is incomplete and it should
 23 be withdrawn today.
 24 I want to talk about variances, because there
 25 have been many statements made by the applicant and its

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1 counsel and its engineer that they don't have any
 2 variances. Well, I would beg to differ, and I'm going
 3 to point out some portions of your code. And I'm not
 4 going to read this to you because you guys know how to
 5 read. But Section 31-1 defines what a variance is, and
 6 I just want to read: Variance means a relaxation of
 7 certain regulations contained in this chapter.
 8 If you go to 31-6, it talks about variances.
 9 And they're for the purpose of promoting the health,
 10 safety, morals and general welfare of the city. And if
 11 you go down to that bottom red section: Such ordinance
 12 may provide that the Zoning Board of Appeals may
 13 authorize variances -- and this is the key wording --
 14 from the strict application of the regulations in such
 15 situations and subject to such limitations as set forth
 16 in the ordinance.
 17 Strict application of the code. If the
 18 application doesn't meet the code specifically or
 19 strictly, you must file for a variance. That didn't
 20 happen here. In fact, here is a copy of the
 21 applicant's application. Very plainly, "N/A" on the
 22 variance end. And because they failed to file variance
 23 information on at least five different issues, we think
 24 their application is incomplete and should be withdrawn
 25 today.

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1 Based on their application and the review of
 2 the voluminous documents, I found that they needed to
 3 file for six, six different variances: Rooftop
 4 equipment, street design standards, pedestrian walkway,
 5 frontage standards, architectural standards, downtown
 6 parking and access. And I'm going to go into each one
 7 of those briefly.
 8 Here you'll see page two of the applicant's
 9 site plan application narrative. In page two it says
 10 specifically: Rooftop equipment is shielded from
 11 ground view by placing on the roof, per Section
 12 31-535(a)(9). The applicant writes: Given the height
 13 of the proposed building and the heights of the
 14 surrounding buildings, shielding the visual impact from
 15 adjacent buildings is not possible.
 16 I'm a lawyer. I've been doing this job for
 17 almost 16 years, if not longer, plus I went to law
 18 school, so -- and you guys can read. But that says to
 19 me that they don't meet Section 31-535(a)(9). They
 20 don't meet it. They admit they don't meet it. That's
 21 called an admission against interest if we were in a
 22 court of law right now.
 23 The applicant failed to submit the variance,
 24 or a request for this issue. In fact, there is no
 25 indication on the site plan. I looked at it. I may be

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1 mistaken, but I'm pretty sure I looked at it
 2 comprehensively. I couldn't find where the rooftop
 3 equipment was, where the equipment was. If it's not on
 4 the roof, where is it on the ground floor? It's not on
 5 the site plan. Maybe it doesn't deserve to be on the
 6 site plan. Be happy to be educated. But I couldn't
 7 find it. And if it's not there, then that certainly
 8 proves that the application isn't complete.
 9 Street standards. Page three of the
 10 application narrative says specifically: The existing
 11 characteristics of the site do not meet any of the
 12 standard design nor location criteria referred to in
 13 Section 29-65. The applicant writes: The site is
 14 located on a one-way service road, and therefore, it
 15 cannot comply with any of the standard design examples
 16 shown in the code.
 17 Ladies and gentlemen, that is -- that's true.
 18 It is a one-way service road. But again, as they
 19 correctly point out, it can't comply with any of the
 20 standard design examples shown in the code. It can't
 21 comply. And so they failed to file a variance request
 22 for this particular code section, and we feel that the
 23 application should be withdrawn until a variance is
 24 filed or they successfully address this code section.
 25 Pedestrian walkway. The applicant again on

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1 page three of their site plan application wrote: Due
 2 to the existing conditions of the site, particularly
 3 the wide distance between the property line and the
 4 existing pedestrian walk parallel to the existing
 5 service road, a combined eight foot pedestrian walk
 6 cannot be accommodated per Section 31-536(b)(3)(a)(2),
 7 okay? They said they can't meet the code. The
 8 applicant failed to submit a variance request.
 9 Now, I looked at the code. The pedestrian
 10 walkway shall be accommodated as set forth in another
 11 code provision, which I will get to. And here is the
 12 code provision. And this code provision about
 13 pedestrian walkways in the CRA is intended to create
 14 pedestrian friendly developments.
 15 So when this developer or applicant says that
 16 they can't meet the goal of the pedestrian walkway and
 17 they didn't file a variance request, then guess what?
 18 The application is incomplete and the application
 19 should be withdrawn today. They may have very good
 20 reasons for all of these things, but ladies and
 21 gentlemen, they didn't file the variance request and
 22 the application should be withdrawn today.
 23 We talked a little bit about dumpsters. The
 24 location of the dumpster, if not enclosed with odor
 25 control, may dissuade pedestrians, which is

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1 contradictory to the code. What does that mean? You
 2 know, it sounds like we want the trash to be
 3 air-conditioned. Well, we want it to be to
 4 air-conditioned to prevent odors, being so close to a
 5 residential neighborhood.
 6 And I recognize and applaud the applicant for
 7 locating the dumpster as far away as possible from my
 8 client's building, but it's still very close, and it is
 9 literally right up against the sidewalk. So if they
 10 want to keep it up against the sidewalk, which we
 11 prefer, we'd like it to be enclosed so that people can
 12 walk by that site without having to smell trash,
 13 especially food trash, which, as you know, is the most
 14 odorous of all the solid waste out there, manmade solid
 15 waste.
 16 Frontage standards. Again, site plan -- page
 17 three of the Site Plan Application narrative: Due to
 18 grade differences facing the south elevation to the
 19 right-of-way, it is unsafe to comply with
 20 31-536(b)(3)(b). Again, they failed to submit a
 21 variance for their inability to comply with that
 22 section of the code. The application should be
 23 withdrawn until a variance is filed. The fact that
 24 they don't even address this, ladies and gentlemen,
 25 proves that the application is incomplete.

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1 We go to architectural standards. Now, this
 2 wasn't in the site plan narrative, page three. This is
 3 actually page three of the December 8th, 2017 applicant
 4 response to your City staff's comments. The City staff
 5 comment, number 11, says: Proposed site plan does not
 6 show compliance with Section 31-536(b)(4)(c), which
 7 requires an opaque masonry wall six feet in height on
 8 the property line along the side and rear lot lines
 9 that abut lots in a residential zoning district.
 10 They wrote: Per discussions with staff,
 11 since a wall or fence combination exists on the
 12 property line, the applicant proposes a thick hedge
 13 material along the west and northern property line.
 14 Well, they clearly are not complying with Section
 15 31-536(b)(4)(c). They didn't file a variance on that
 16 issue.
 17 There are questions related to that buffer.
 18 Why? Because that buffer abuts my client's property.
 19 We want to know what is going to be used on that -- in
 20 that buffer material. Is it going to be a thick hedge
 21 that may die at some point or get uprooted by a
 22 hurricane? Is it going to be just a fence? Is it
 23 going to be a wall? How high is it going to be upon
 24 planting, if it gets planted? All substantive, pretty
 25 reasonable questions if you ask me, unanswered.

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1 Evidence that the application -- further evidence that
 2 the application is incomplete and that a variance is
 3 required here.
 4 Downtown parking. I talked a little bit
 5 about the FDOT property. I'm going talk about it a lot
 6 right now. They propose -- you have to have 15 spaces
 7 on the site -- we know that -- in order to be compliant
 8 with your code. They propose 12 on-site spaces within
 9 the property that they're leasing, and they propose six
 10 additional off-site spaces on the FDOT property.
 11 Remember, they don't own the FDOT property. They don't
 12 lease the FDOT property. They don't have any rights to
 13 that FDOT property.
 14 So on the same December 8, 2017 (sic)
 15 narrative on the parking issue, the staff's comment
 16 says: The project generally describes seating for 150
 17 patrons. How many are you really going to have? They
 18 say they could have up to 230, plus or minus, patrons,
 19 just patrons. Additional seating would occur on the
 20 outside patio.
 21 In comment 19 they wrote that the maximum
 22 number of employees per shift would be 30; 30 people.
 23 So I went to law school. I'm not a mathematician, but
 24 I can add 230 plus 30. That's 260 people. They all,
 25 hopefully, don't have cars, but that is a substantive

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1 parking demand which the applicant failed to address.
 2 So this is a portion of your code about
 3 downtown parking, and I'm going to read you the
 4 specific language that I want you to hear: All parking
 5 spaces shall be located on the same lot or parcel of
 6 land as the building or use served.
 7 Same lot? Because we know right now they're
 8 two different lots. Same parcel? They're two
 9 different parcels, okay? The proposed off-street
 10 parking spaces are not on the same site or parcel. And
 11 may I remind you they're not on the same survey, they
 12 don't have an Agent Authorization Form, and they're not
 13 included in the application. To be frank with you,
 14 that's a fatal flaw of that application.
 15 So because there was so much talk about FDOT
 16 and the rights on the FDOT property and conceptual
 17 approval, I decided to contact FDOT myself. And in
 18 fact, a copy of this e-mail was provided to you
 19 separately if you can't read it in your presentation or
 20 on the screen. I want to just read the relevant parts
 21 of the whole e-mail.
 22 Particularly they address in the first
 23 paragraph that they had some negotiations with Andrew
 24 Podray and his counsel regarding the lease. The
 25 Department advised him that the property will be used

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1 for future bridge construction. The Department
 2 informed him that his approved site plan could not rely
 3 on the Department's property to meet development
 4 requirements for parking or circulation.
 5 I have to read that again. The property --
 6 you can't use the property to meet development
 7 requirements for parking or circulation. And the
 8 Department requested written assurances that his
 9 required parking would be accommodated either within
 10 his site or an approved off-site location, as the
 11 Department -- and this makes sense -- the Department
 12 would not want to create an adverse situation following
 13 the development of the property.
 14 Later on in the third paragraph: Currently
 15 there are no active discussions with anyone regarding
 16 the lease of this property. I understand as late as
 17 yesterday it may have changed. However, in the fourth
 18 paragraph it says: However, additional business
 19 related use, such as parking, would not be allowed.
 20 There's not much more I can say about that
 21 e-mail.
 22 Oh, yes there is. No lease with the
 23 applicant or active discussions. The property will be
 24 used for future bridge construction. Site plan cannot
 25 rely on the Department's property to meet development

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1 requirements for parking or circulation. Ladies and
 2 gentlemen, it says in black and white directly from the
 3 chief counsel of FDOT you can't park here, and yet the
 4 applicant is using that property to meet their parking
 5 requirement. Doesn't smell right to me. The applicant
 6 proposes to meet the code using the FDOT property
 7 against the landlord's wishes.
 8 Again, this is the downtown parking
 9 requirement right from their application that says that
 10 they are going to use the FDOT parking spaces. They
 11 say they have preliminary discussions with FDOT that
 12 have yielded an informal approval of the submitted site
 13 plan and willingness for the landowner to enter into a
 14 lease agreement for the shown parking. I don't think
 15 that that's 100 percent accurate.
 16 So five variances required. Again, we
 17 believe that they should have been required to file a
 18 variance on the parking issue as well because of the
 19 FDOT e-mail that I just explained to you.
 20 On the procedural deficiencies of this
 21 application, they failed to include FDOT as a property
 22 owner, they failed to include the proper authorization
 23 forms, they failed to file for the required variances
 24 based on their plan as it stands today that are
 25 required on the application, and they failed to

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1 disclose what was actually going on with the FDOT
 2 property.
 3 In our opinion, the application is
 4 incomplete, and it cannot move forward today. I think
 5 moving forward with the application today creates some
 6 legal liability issues, but I'll leave that for your
 7 counsel to talk about if they want to talk about it.
 8 The review process -- and down here is a
 9 little portion of your code about the CRA and the CRA
 10 district. I don't have to read that for you.
 11 We talked about the restaurant use. It's
 12 great to hear that this is an actual sit-down
 13 restaurant that's going to serve food and not just
 14 alcohol or liquor. However, in this, I found this
 15 little piece of information that was a little
 16 disconcerting, obviously, that the applicant had
 17 originally thought this was going to be called the
 18 Salty Mermaid, which doesn't sound like a nice family
 19 friendly sit-down restaurant. It sounds more of like a
 20 bar, to be frank with you.
 21 They did, to their credit, to their credit
 22 they did withdraw this extended hours application on
 23 December 8, 2016. However, they wrote: At this time
 24 the applicant doesn't envision the need for this
 25 additional approval.

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1 We looked at similar restaurants that have a
 2 4COP license in Riviera Beach, and these are the five
 3 that we came up with. And most importantly is the
 4 hours. And we're going to talk about compatibility and
 5 hours and noise and all those things, but -- and
 6 clearly, we have concerns. But I just want you to see
 7 the hours, the range of hours of similar restaurants in
 8 Riviera Beach that have a 4COP license per DBPR, and
 9 that's the Department of Professional Regulations.

10 So Mr. Perry accurately advised you that we
 11 had submitted some proposed conditions of approval to
 12 the applicant based on some discussions that we had.
 13 I'd like to point out that we reached out to the
 14 applicant. They didn't reach out to us. We took the
 15 bull by the horns and wanted to have a conversation
 16 with them because we wanted to know what was going on
 17 on the site because we weren't getting any information
 18 back.

19 So when it comes to hours of compatibility, I
 20 hear that anything past midnight is a nonstarter for
 21 the applicant. That's unfortunate, seriously, because
 22 we think that if the hours of operation are tempered,
 23 then maybe the project would be more palatable to my
 24 client. Midnight, it is not palatable to my client.
 25 So we came up with these conditions of approval. We

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1 hope the applicant will sincerely reconsider.
 2 I would ask that this Board adopt conditions
 3 of approval and our proposed conditions of approval,
 4 which you will find on a separate sheet of paper marked
 5 one through 12.

6 On the noise issue, we have concerns,
 7 obviously. My client and their residents spent a lot
 8 of money to live at Marina Grande. And whether there
 9 was a restaurant on the site plan or not, it wasn't
 10 this restaurant; it wasn't this restaurant. So what we
 11 want to do is try to maintain the quiet enjoyment that
 12 our clients deserve and enjoy today.

13 I would like to say that hours -- noise
 14 hours -- noise issues are a problem. They're a problem
 15 from a resident side because you have to have like a
 16 noise meter almost to ensure that the noise is over the
 17 decibel level required by your ordinances or required
 18 by a condition of approval.

19 And then what's even worse for you, the City
 20 of Riviera Beach, if there is a noise complaint, guess
 21 who gets called out to the scene? One of your police
 22 officers. That's one person not doing their job of
 23 policing the streets. So, and being on the other side
 24 of a noise ordinance, having represented some
 25 restaurants, wouldn't you imagine, in Hollywood,

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1 Florida that had to deal with this, you know, police
 2 could get called out multiple times a night. So I
 3 would say that I would take that into consideration on
 4 the noise issue, because I think that that is a major
 5 consideration.

6 And again, we would ask that you adopt our
 7 conditions of approval. We think these are reasonable.
 8 I'm sorry that the applicant thinks that they're silly.
 9 They're not silly when we're picking up the phone and
 10 calling the police at 1 a.m. because the music is too
 11 loud.

12 Parking. And again, may I remind you that
 13 your staff wrote this section that says compatibility,
 14 that says specific conditions of approval may be needed
 15 to ensure that this use is compatible with adjacent
 16 residential neighborhood or development.

17 So parking, we recognize that the only
 18 requirement in the code is to have on-site parking of
 19 15, which I remind you they don't meet. But because
 20 they are so heavy on 260 people potentially at a time,
 21 we think that off-site valet parking is important,
 22 which is why we propose these conditions, i.e., making
 23 sure that there is an off-site parking plan that's
 24 submitted prior to City Council approval so that
 25 everybody knows where they're going to park these

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1 vehicles, number one.
 2 Number two, I'm going to say this tactfully.
 3 We do not -- there is a disagreement over the actual
 4 status or rights. They have some rights to the parking
 5 in our parking garage. Whether it's ours or theirs is
 6 almost immaterial. But there's, I think, a
 7 disagreement as to what they think they can use and
 8 what we think they can use.

9 But let's be frank. We don't want them using
 10 any of the Marina Grande spots, and I'll tell you why,
 11 because our parking lot comes with a security gate.
 12 And so if there is a backup at the security gate,
 13 whether it's all valets or whether it's the public --
 14 we certainly don't want the public there -- that
 15 gives -- that will create some backup into -- from our
 16 entrance, number one.

17 Number two, if the valets were allowed to use
 18 the parking garage, then we would be able -- they would
 19 be able to access all of the Marina Grande property,
 20 because they would be in the -- quote, unquote -- gate.
 21 So we wouldn't want that either.

22 We think, and if the applicant is so
 23 confident that they have three others or two other
 24 surface parking lots to meet their off-site valet
 25 issue, let them use the other two surface lots and not

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1 Marina Grande. And that is something that is very,
 2 very important to my client, and we'd ask that you
 3 adopt that.
 4 The dumpster issue, I already addressed that.
 5 I don't think we need to address that either. However,
 6 that is a compatibility issue; it is a compatibility
 7 issue.
 8 Conclusion, finally. The application is
 9 incomplete. They failed to use -- they failed to
 10 properly include the FDOT authorization, and they
 11 failed to include the FDOT property in the application,
 12 in the survey. They failed to submit for variances on
 13 at least five different issues.
 14 From a parking perspective, the FDOT property
 15 cannot be parked on. Let me say it again. You can't
 16 park on the FDOT property. Yet they used that property
 17 to meet their on-site parking demand. That, in and of
 18 itself, is a reason to stop this proceeding now,
 19 move -- send them back to the drawing board, make them
 20 give you evidence that FDOT's going to sign off on
 21 this, and then come back through the process. But as
 22 of now, they don't meet the code, and they didn't file
 23 a variance. The application is incomplete.
 24 Conditions of approval. Whether you vote to
 25 deny or approve this project, your recommendation is

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1 going to the City Council. And having sat through
 2 hours of testimony now, I think it behooves you as a
 3 Board to make recommendations on conditions of
 4 approval. I think it sends a strong message that this
 5 project is not compatible with the surrounding land
 6 use, and that as your staff clearly indicated to you,
 7 the way to make it compatible is with conditions of
 8 approval.
 9 We will continue to work with the applicant.
 10 If they're true to their word and some of these issues
 11 are nonstarters, I'm worried about the future. So we
 12 would ask that you recommend denial, include the
 13 conditions of approval, and better yet, send them back
 14 to the drawing board because the project is incomplete.
 15 That's it. Thank you.
 16 CHAIR JAMES: Thank you, Mr. Schiller.
 17 Okay, applicant, if you want to come to the
 18 podium, I only need you to respond to any items on the
 19 sheet that you may have reconsidered.
 20 MR. PERRY: Does that conclude public
 21 comment?
 22 CHAIR JAMES: We haven't went into public
 23 comment yet. That's next.
 24 MR. PERRY: Why don't we wait until we finish
 25 public comment.

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1 CHAIR JAMES: Okay, that's fine. I'll move
 2 right into public comment.
 3 Does the Board have any questions right now
 4 though for the --
 5 MR. BLACKWELL: If I may, Chair.
 6 CHAIR JAMES: Okay, Mr. Blackwell.
 7 MR. BLACKWELL: And this is for the
 8 applicant, if you could. I know you don't want to
 9 respond right now, but what is your response to the
 10 attorney's position that the application right now is
 11 not sufficient, if you could just answer that question?
 12 Are you dead set on the application is complete at this
 13 time?
 14 MR. PERRY: My answer to that, Mr. Blackwell,
 15 is that this application was submitted and thoroughly
 16 vetted by your staff, who are proficient relative to
 17 your codes, and they found the application to be
 18 sufficient. And I think what you've heard is one man's
 19 opinion. Thank you.
 20 MR. BLACKWELL: Thank you.
 21 CHAIR JAMES: Any other Board comments?
 22 Okay, moving into public --
 23 VICE CHAIR McCOY: Well, Madam Chair, I just
 24 want to understand where we go from here, because if we
 25 do public comments, are we going to have an opportunity

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1 to respond, because I don't want to waive that
 2 opportunity --
 3 CHAIR JAMES: Yes.
 4 VICE CHAIR McCOY: -- but I do have some --
 5 CHAIR JAMES: After public comments, yes.
 6 VICE CHAIR McCOY: Okay.
 7 CHAIR JAMES: Okay, first up we'll have Don
 8 Crotty.
 9 MR. CROTTY: I'm good. The lawyer said
 10 everything I wanted to say.
 11 CHAIR JAMES: Okay, thank you.
 12 Next up, Marybeth Coffey.
 13 MS. COFFER: Thank you. I'm Marybeth Coffey.
 14 I live in Unit 909 at Marina Grande.
 15 I think Mr. Schiller pretty well summed it
 16 up, I think, about what most of us feel, but I just
 17 wanted to just give you a little insight into why I
 18 live where I live.
 19 We moved here from Hong Kong, a very busy,
 20 busy city. We rented our rental house off the
 21 internet, Marina Grande. We spent about six months
 22 there, looked at a lot of other places further south,
 23 further north. Ended up we really liked it, we liked
 24 the people, we liked the peace and quiet, we liked the
 25 tranquility, we liked the neighborhood.

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1 And we have good neighbors outside the gate
 2 of Marina Grande. We have some wonderful small
 3 businesses around us too that will be impacted by
 4 whatever happens with this proposed restaurant.
 5 But I feel that whatever you decide to do,
 6 and I know you will do the right thing, you will think
 7 about what is a good neighbor to us and get us the
 8 right fit for that space, whether it be a scaled down
 9 restaurant, it be some other type of business, but you
 10 will do what is right. And if you don't, then our
 11 follow-on would be we will go to the Council and fight
 12 the case there.
 13 But I believe the application, as he said, is
 14 incomplete; it's incomplete. And if you were school
 15 teachers, you'd send the child back with their homework
 16 and ask them to do some more and make it complete and
 17 to try to work with us.
 18 But again, I hope you will do what is right.
 19 And to that end, I would like to bring to your
 20 attention that at the Marina Grande marina -- I mean at
 21 the Riviera Beach Marina you have a restaurant/bar
 22 that's operating there, the Rafiki Tiki, and the
 23 closing time of that facility is 10 p.m., not 2 a.m.
 24 And if that was good for a CRA project, then it ought
 25 to be good in our area of the CRA and in our neighbor.

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1 Thank you very much for listening, and good
 2 luck.
 3 CHAIR JAMES: Thank you. Jimmy Coffe.
 4 MR. COFFER: Good evening. I'm Jim Coffe.
 5 I live at 2640 Lake Shore Drive, Unit 909.
 6 And I just wanted to thank you for spending
 7 your time looking at our problem and making Riviera
 8 Beach, which is now part of my city, a better place to
 9 live.
 10 I'm not against development. I'd like to see
 11 something, a good neighbor come in there. We need to
 12 have some development in Riviera Beach, and that's good
 13 for us. But what's being proposed is not good for us.
 14 Whether it be at 2 a.m. or 12:30, even the full service
 15 bar, the Inlet bar down the street from us closes at
 16 12:00.
 17 So they're willing to back off till 12:30,
 18 but they want to leave it in the record that they're
 19 able to stay open till 2 a.m. And Mr. Gentile, at the
 20 last meeting, said, well, that's a no-go if we don't
 21 get to go till 2 a.m., and by the way, we'll let
 22 economics dictate it. So if it's approved to stay open
 23 till 10:00 or 11:00, but yet it is not put in stone
 24 into the code, as soon as business gets good, they're
 25 going to -- they're just open till 2:00.

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1 The reason we moved into Marina Grande, a lot
 2 of the reason was pure security. I really liked the
 3 setup of what it is. Having the general public coming
 4 in and using the ground floor of the parking garage is
 5 unacceptable to me. Having valet parking is
 6 unacceptable to me, and I'll tell you why. I'm not
 7 being familiar with valet parking much. I can't tell
 8 you how many times in the past 13 months I went and got
 9 my own car, walked around (inaudible) because the young
 10 men or girls are gone. So we just collect our keys, I
 11 go get it and come back and go home. I'm not going to
 12 wait 30 minutes for these people.
 13 We're going to have all kinds of people
 14 wandering around our property -- such as me. Hopefully
 15 only three out of four of them have been drinking;
 16 hopefully at least somebody is sober when they get
 17 ready to go home and they're all walking through our
 18 property looking for their cars. You can't stop them.
 19 It's their car.
 20 So it's unacceptable to say, oh, yes, you and
 21 I both can use this, but it was intended for the boat
 22 owners, and all of a sudden, oh, no, we're now going to
 23 use it for a restaurant. It was never intended for a
 24 restaurant. So I'm very, very against that. It's not
 25 the intent of what was set up for, the way it was

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1 explained to me.
 2 So I hope you do the right thing. I'd like
 3 to thank you for your time and your efforts to look at
 4 this project, and hopefully we can find something
 5 that's a good fit as a good neighbor, not something
 6 that just wants to be another bar open till 2 a.m.
 7 serving a bunch of drunks. We don't need that in
 8 Riviera Beach. We need good quality. Thank you.
 9 CHAIR JAMES: Thank you. Jaxon Ferm.
 10 MR. FERM: Hello. My name is Jaxon Ferm. I
 11 live at 2640 Lake Shore Drive, Unit 2507.
 12 This is my favorite place to live. I have a
 13 house in Ocean City, a house in Delaware. I'm a real
 14 estate developer in Delaware, and I'm a Florida
 15 resident. I love the view off of my patio.
 16 First off, I'd like to say you're three
 17 spaces short, so you don't even meet code if everything
 18 the lawyer described -- and I have already looked at a
 19 lot of the paperwork for the last two months. I flew
 20 down here just for this meeting. I love my neighbors,
 21 I love my community, and right out of the shoot, the
 22 thing doesn't meet code.
 23 But forget about that. You're sitting a bar
 24 with open sides on the back ten feet off of the poor
 25 souls that are in building -- in the 16 stack. Ten

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1 feet. There's a little, teeny hedge right there, and
 2 then ten feet more their patios are. So I think you
 3 might want to go out and look and see what's going to
 4 happen if you -- if they meet code later on.
 5 The dumpster is zero feet off the property
 6 line, right where everybody walks their dog. And
 7 they're arguing about air-conditioning the garbage.
 8 Well, they need to at least air condition it, and they
 9 better put a masonry wall behind it, because who wants
 10 to look at a garbage dumpster?
 11 If they don't go in our parking garage, but
 12 God forbid they do, because the marina has rights to
 13 the parking spaces and easements all through our
 14 property. So they'll go in the garage, they'll wander
 15 through our property. We've already had a motorcycle
 16 stolen last week. And there'll either be valets or
 17 drunken patrons.
 18 So let's just assume they don't get in the
 19 garage. We've got two outside lots which the residents
 20 have already looked and (inaudible) -- looked at.
 21 They're full. On a Saturday or Sunday, a lot of people
 22 leave them overnight, their cars out there. So I think
 23 before they say they have the spots, I'd like to see
 24 the lease from the marina of how many spaces they
 25 actually have. I'd like to see them document that.

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1 The lawyer kind of missed that one. Show us the spaces
 2 they're going to lease and show us the spaces that they
 3 need to operate their business.
 4 And there must be some code for a 300 slip
 5 high and dry that needs a certain amount of parking.
 6 Let's see if it's going to work. If it works, that's
 7 great. It doesn't look like it from the people that
 8 are in the community going around taking photos. You
 9 don't got 260. I think there's only 140 total. I
 10 don't have the total number. Let's see if it works.
 11 Again, I'm a developer. This guy is trying
 12 to put 500 pounds of shit in a one pound bag, period.
 13 You're putting 5,000 square feet of building on 15,000
 14 square feet of land, and you're trying to park on
 15 another 10,000 square feet that you don't even own or
 16 you don't even have a lease for.
 17 So that's all I got to say.
 18 CHAIR JAMES: Thank you.
 19 Next we'll have Glenn Spacht.
 20 MR. SPACHT: Close enough.
 21 CHAIR JAMES: Thank you.
 22 MR. SPACHT: My name is Glenn Spacht. I live
 23 at 2650 Lake Shore Drive, Unit 2606.
 24 I've got a Master's degree in aeronautics and
 25 astronautics, and I'm just telling you that because

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1 there's a little math required in what I'm about to
 2 tell you. To try to give you an understanding of what
 3 the amplified noise impact would be at Marina Grande,
 4 I'm going to try to give you a comparison between
 5 another situation that exists in Riviera Beach, and
 6 that is the relationship between a restaurant called
 7 Two Drunken Goats on Singer Island and the Ritz-Carlton
 8 condominium hotel.
 9 They've had noise problems between those two
 10 locations. And if you look at the geometry of that,
 11 the condo is about 1,000 feet, roughly, from Two
 12 Drunken Goats, who was using amplified music. If we
 13 take that same situation and say how loud would the
 14 music be if you were in the position of the living room
 15 of Unit 116 at Marina Grande and they were playing the
 16 same music, it would be 32 dBA higher.
 17 And that's what I'd like to do, is give you
 18 some perspective. What does 32 dBA mean? It means to
 19 your ear, that sound would be nine times louder. So
 20 you've got people that are complaining about the noise
 21 being too loud at Ritz-Carlton. That same music being
 22 played at the proposed restaurant next to Marina Grande
 23 would be nine times louder.
 24 How can you approve something like that? It
 25 would be a terrible negative impact to everyone that

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1 lives at Marina Grande. It would be a terrible
 2 negative impact to the property values, and when the
 3 property values go down, the income to the City goes
 4 down. That's not what we're trying to accomplish here.
 5 That is an incompatible situation.
 6 So I respect the request by the developer,
 7 but this is not compatible. He's trying to maximize
 8 his income, not trying to maximize the integration
 9 between his restaurant and Marina Grande. So I ask
 10 that you restrict their operation and prevent any
 11 amplified music if this restaurant or a subsequent
 12 restaurant of a smaller footprint, for example, that
 13 fits the site, provides enough parking, et cetera, is
 14 approved.
 15 Thank you very much for your time and for
 16 everything you're doing for us.
 17 CHAIR JAMES: Thank you.
 18 Sunny Maffeo. Did I get that right?
 19 MS. MAFFEO: Yes, you did.
 20 CHAIR JAMES: I remember from last meeting.
 21 MS. MAFFEO: Very good. I'm Sunny Maffeo
 22 from 2650 Lake Shore Drive, Number 2105.
 23 We were just talking, Glenn, about the music,
 24 the sounds from the music. I live in the building that
 25 faces away from that. But I have been on Mr. Jaxon

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1 Ferm's terrace on a Sunday, and we can hear the music
 2 coming from Two Drunken Goats.
 3 I walk my dog at night, and if someone's
 4 playing a stereo under the bridge or going by in a
 5 boat, I hear every single thing that's there, because
 6 all of this travels across the water.
 7 What I got up here to tell you about is last
 8 week we had two parties during the week at Marina
 9 Grande. Marina Grande is a highly social community.
 10 We have lots of company on the weekends, and we more or
 11 less do everything that we like to do fun there.
 12 My point about the two parties, one -- I'm
 13 sorry, one was on a Saturday and one was on a Tuesday
 14 night. The party on Tuesday night was 25 people on the
 15 guest list. I happened to arrive home about the time
 16 the party was beginning. I sat for eight minutes
 17 waiting just to get past the stop sign to get to Publix
 18 and then was out in the street waiting to get into my
 19 own driveway. Could not get in because we have two
 20 security guards, and all the I.D.s cannot be checked at
 21 that time. It can't. It's impossible. So people who
 22 live there can't even get in.
 23 Saturday night there was a wedding in our
 24 clubhouse. I understand there were 55 to 60 cars and
 25 guests arriving. Again, around 6:00 to 7:00 it took 20

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1 minutes to get from Blue Heron Boulevard, off the
 2 bridge, through the light and to the beginning of the
 3 driveway. Twenty minutes. That's a very short
 4 distance. People could not get out of Publix because
 5 of the traffic there.
 6 And we want to bring more cars to the area
 7 that's already congested with our own people? With
 8 that wedding last week, people who had company besides
 9 the people at the wedding couldn't even get into our
 10 own development. I could not get to my own valet. I
 11 had to -- I went up in the garage. I had a lot of
 12 groceries.
 13 My point is we are already taxed, and so when
 14 something comes along like even one of our own parties,
 15 we cannot manage all of that at a gate. We are not a
 16 huge community. Thank you.
 17 CHAIR JAMES: Thank you, Ms. Maffeo.
 18 Eric Aaronson.
 19 MR. AARONSON: I defer my time.
 20 CHAIR JAMES: Thank you.
 21 Andrew Podray.
 22 MR. PODRAY: I defer my time as well.
 23 CHAIR JAMES: Thank you.
 24 VICE CHAIR McCOY: Madam Chair, let's clarify
 25 it. Deferred -- we can't come back, so you either

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1 waive -- but defer, there's no coming back, because we
 2 have a pretty lengthy agenda. So waive is, I think, a
 3 more appropriate word.
 4 CHAIR JAMES: Thank you, Mr. McCoy.
 5 MR. PODRAY: Madam Chair, if I can't defer,
 6 then I would like to speak.
 7 CHAIR JAMES: Come up to the podium and state
 8 your name.
 9 MR. PODRAY: Good evening, Board. Andrew
 10 Padre, 800 North Road, Boynton Beach. And I'm also the
 11 owner of the site at 386 East Blue Heron Boulevard.
 12 Speaking before you tonight, members of the
 13 Board, Chair, members of the audience, just to break up
 14 the monotony of all the people that don't want this
 15 restaurant, but I do have a couple of valuable
 16 insights.
 17 As a developer myself, I've been doing this
 18 for close to 20 years. I'm the president and CEO of a
 19 real estate development and holding company. I
 20 personally own more than a million square feet of
 21 commercial real estate, close to 800 apartments. This
 22 is just the latest development that I've been working
 23 with the lessee on.
 24 I also happen to serve on the Planning &
 25 Development Board in the City of Boynton Beach. And I

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1 must say, frankly, that had this very issue come before
 2 my Board, it would have been approved and it would have
 3 been approved unanimously. Now, I can hear the
 4 gasping, but let me explain.
 5 Typically when we have people that talk for
 6 hours, it's always about the same issues. It's always
 7 about the sound and always about the smell and the
 8 parking and the traffic and that whole thing. It's
 9 basically the litany of things that we go through on
 10 our Board.
 11 But what's not coming before you tonight is a
 12 change of use. When we see these people in front of
 13 our Board, it's always a change of use. It's either
 14 going from residential to industrial -- we're not
 15 building smokestacks next to these people.
 16 These people knew that this property was
 17 zoned commercial from the very get-go. And as a matter
 18 of fact, the May 11th meeting, I believe that the
 19 planner brought before you guys the picture that showed
 20 that the restaurant was there, indeed, before their
 21 building was, okay? This isn't a surprise. This has
 22 always been zoned commercial.
 23 This is also not an increase in density.
 24 That's the second thing everybody comes before my Board
 25 about, is that they always want to build bigger and

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1 higher and that sort of thing, and they need a special
 2 variance for that. There is no increase in density
 3 here. All of this is exactly permitted the way it is
 4 in your code, okay?
 5 The last thing is that we also have permitted
 6 use and special exemption use. This is not something
 7 where the opinion of the public, frankly, is considered
 8 by my Board, because it's not a special exception.
 9 It's a right by permit or a permit by right, depending
 10 on you how you want to say it. It's basically if we
 11 meet the code and the ordinance that the City has laid
 12 before us. And we spent the last year and a half
 13 meeting that very code. It should be approved
 14 unanimously.
 15 And I would simply mention that, look, I have
 16 the ability as well to hire four, five, six attorneys
 17 that can come up here and that can pick apart your
 18 code. They're completely subjective. They're working
 19 for me, similar to the way that this counsel is working
 20 for Marina Grande.
 21 It's ambiguous. Every city's code that I've
 22 seen -- and I've been serving on the Board for years --
 23 is ambiguous because it gives a little bit of
 24 flexibility for the Planning & Development Board to
 25 kind of insert some credentials to the development.

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1 But it's like that way on purpose.
 2 I would simply say that this is his
 3 subjective interpretation of what your code is, and you
 4 have to rely upon your staff. Your staff has approved
 5 this and worked with this applicant for the last year
 6 and a half, and in doing so, they've already come to a
 7 head on their conditions. I ask that you consider
 8 that. This is not a complicated case. Approve. Thank
 9 you.
 10 VICE CHAIR McCOY: Madam Chair.
 11 CHAIR JAMES: Yes, Mr. McCoy.
 12 VICE CHAIR McCOY: I want to ask -- and I
 13 apologize, Mr. Podray, I didn't realize you were the
 14 person --
 15 MR. PODRAY: Should I re-approach?
 16 VICE CHAIR McCOY: No, not right now. But I
 17 do want to ask some questions, because I didn't realize
 18 you were the person that was referenced in the letter
 19 from DOT. So it appears that you would have firsthand
 20 knowledge on this.
 21 So when we get through with public comments,
 22 I do want to ask him some questions, because he is the
 23 subject of the Department of Transportation, I guess,
 24 e-mail regarding the parking. So if I can do that
 25 later, Madam Chair?

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1 CHAIR JAMES: Okay, so noted.
 2 Next up we'll have Karen Christopher.
 3 MS. CHRISTOPHER: Good evening.
 4 CHAIR JAMES: Good evening.
 5 MS. CHRISTOPHER: Karen Christopher, 2640
 6 Lake Shore Drive, Unit 416. I'm going to be in
 7 restaurant central if this goes through.
 8 Now, I really wish I didn't have to be here
 9 tonight, honestly. But since I'm around a couple of
 10 attorneys, I'm really happy, because one of my favorite
 11 shows on TV is Judge Judy. And she has a saying:
 12 Don't pee on my leg and tell me it's raining. Okay?
 13 And I can't tell you even where I want to start with
 14 all this.
 15 Their beautiful floor plan, I don't believe
 16 that for a minute. Floor plans change. You can go
 17 into a condo building and they show you a floor plan,
 18 and then they've got to make a little change here, a
 19 little change there. So that one, I'm sorry, I don't
 20 believe for a minute.
 21 The zoning, that it was commercial: Now,
 22 when I bought, and I think I put my deposit down in
 23 2004, what was being represented, and there was a sign
 24 on the property, was Inlet Tower, residential, 16
 25 condos starting at a million dollars. And then the

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1 economy went. So if that was approved, didn't they
 2 have to have residential zoning at that point,
 3 somewhere around there? And if it changed, why, and
 4 why weren't we notified that it changed?
 5 The beautiful picture they had of that -- of
 6 our walkway with the fanning thing with all the spikes
 7 on it that nobody would cross, I can't tell you how
 8 many people I have seen sneak over and around onto our
 9 property. We even had at one point a young man who
 10 decided to put on a hat and his sunglasses, crawl over,
 11 walk around, go up to one of our valets and try to get
 12 keys to some of the cars. So that's nonsense.
 13 I am single, Mr. Perry. I go to bars. I sit
 14 at bars too. I have never sat at a bar at two in the
 15 morning. I never wake up at one in the morning and
 16 think, oh, I'm hungry. Let me go out and get a piece
 17 of steak. Hasn't happened.
 18 I have lived with noise under the bridge for
 19 the first six years, and that noise is amplified, I
 20 can't tell you how loud. You have somebody sitting in
 21 a car playing rap, and all you hear in my living room
 22 is ba-boom, ba-boom, ba-boom, ba-boom, ba-boom.
 23 Okay, air-conditioned dumpster. I'm looking
 24 at my thing here. I've got so much, I don't even know
 25 where to go. The air-conditioned dumpster, yes. And I

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1 don't think it should be where they want it. I think
 2 it should be on the southeast corner of their building
 3 facing front so we don't have to see it, our neighbors
 4 and guests driving in don't have to look at it straight
 5 in their face when they come driving down our driveway.
 6 And lastly, the marina, the tiki bar. I went
 7 there. It's really good. Build that area, build the
 8 marina. Get that going. Move out from there, not a
 9 patchwork quilt. Thank you.
 10 CHAIR JAMES: Thank you, Ms. Christopher.
 11 Joel Goldberg.
 12 MR. GOLDBERG: Joel Goldberg, 2640 Lake Shore
 13 Drive, Unit 808.
 14 I'd just like to address something that I
 15 brought up in one of our condo meetings. I'm concerned
 16 about a restaurant being there and being a mecca for
 17 homeless. There are homeless under the bridge. I
 18 can't go to Walgreens without being accosted by
 19 panhandlers. And here's a restaurant that people could
 20 come out of, and they might be carrying doggie bags,
 21 and you could have a whole -- it could be a great place
 22 for a feeding place for homeless.
 23 After the restaurant maybe closes at night,
 24 is it going to become a homeless hotel for people to
 25 come onto that restaurant property and sleep? Could

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1 they have access to the dumpsters?
 2 Also, Florida is like the wild west.
 3 Everyone carries a gun. Are they going to have guns
 4 going into that restaurant? Are they going -- this is
 5 a residential community. Are they going to have drunk
 6 people? People at night, when they come out of
 7 parties, even in that condo, they shout: Hey, let's
 8 see you tomorrow. And they come out, they don't
 9 realize that people are sleeping.
 10 So also, I don't know what the story is; I
 11 hear there's going to be dredging.
 12 And restaurants fail all the time. Are we
 13 going, if a restaurant fails, are we going to have an
 14 abandoned building on our property with a cyclone fence
 15 around it? I'm just concerned. And it's going to
 16 become a hotel for people we don't necessarily want
 17 walking around at night.
 18 And that fence that separates our property,
 19 I've watched people climb over it. It's easy. You
 20 could climb right over that fence and get on there. So
 21 that's my concerns. I know there's many others, but
 22 that was just something brought up at one of our
 23 council meetings. Who are you going to bring into that
 24 area?
 25 Also, on that fishing pier I can hear people

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1 talking, people talking on that fishing pier from
 2 across the water. At night sound carries across water.
 3 Anyhow, that's it. Thank you for your time.
 4 CHAIR JAMES: Thank you.
 5 Jim Bosely.
 6 MR. BOSELY: I waive.
 7 CHAIR JAMES: Thank you.
 8 Brian Gibbons.
 9 MR. GIBBONS: Hi. My name is Brian Gibbons.
 10 I live in 2650 Lake Shore Drive, Unit 103.
 11 I want to talk a little about the parking.
 12 That was one of my concerns when I was here last week.
 13 As I mentioned at that time, I was a head of an
 14 engineer that was building restaurants all over the
 15 U.S. and Canada, and never were we allowed to build
 16 something that didn't have on-site parking.
 17 But my concern is this. Even today before
 18 coming over here, I went through the parking garage
 19 where they claim they have their rights, and there were
 20 43 cars parking there this morning, which meant they
 21 were there yesterday afternoon and overnight. I don't
 22 know if there's 75 there. I didn't count how many
 23 there are. But over the last weekend or when we had
 24 the holiday weekend, Memorial Day, I counted them on
 25 those days. There were 53 cars in that garage

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1 overnight and all through the day over that holiday
 2 weekend.
 3 There was also -- there's parking right
 4 adjacent to our guard station. It's not a large one,
 5 but there were 11 cars parked overnight, and during the
 6 day three spaces were available because boaters were in
 7 there using the parking spot. I went around to the
 8 side where they claim they can use the west side of the
 9 building where the tower is, where the boats are kept.
 10 Overnight there were 15 cars parked in there, and the
 11 next day there were 53 cars parked in that spot, boat
 12 users.
 13 So my question to them I'd like to have them
 14 answer: As they've already stated, there's some 300
 15 people. Some of them are going to come together, some
 16 of them are not. Let's say that there's even a need
 17 for some 200 spots. If they were in business over last
 18 Memorial Day weekend, where would they going to be
 19 parking those cars?
 20 If I'm not correct, I think the parking in
 21 the garage is leased spaces to people who have boats
 22 there. If they're leased spaces that the boat owners
 23 have, do they have the right to come in and just tell
 24 those lessees, sorry, you're not using this spot, we're
 25 going to give it to the restaurant? That doesn't make

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1 sense to me. And if they can't park, if the boat
 2 owners can't park on the left side, or, I guess, the
 3 west side of the tower because there are restaurant
 4 people, what are they supposed to do?
 5 And lastly, I would say we have mentioned
 6 that we have good neighbors there, and we do have good
 7 neighbors there. And there are two streets that come
 8 off that west side parking street that they're going to
 9 use. If they can't make a left turn to get back onto
 10 Blue Heron Boulevard, they're going to use those two
 11 narrow side streets. I don't know if you've been down
 12 those streets or not, but they're narrow, and the
 13 people who live there park their cars on the street,
 14 basically making it a one-way street. And they're
 15 going to be in there going down those streets, causing
 16 problems for those people also.
 17 I think the parking situation is absolutely
 18 crazy. It doesn't belong there. The restaurant, I
 19 think, will fail within the year. Who's going to want
 20 to wait 20 minutes for a valet, and in the summertime,
 21 when we've got 90 degrees and 100 percent humidity or
 22 it's raining, want to walk down there, women in their
 23 high heels wanting to walk down there?
 24 Thank you. I'm sorry. But I appreciate all
 25 the work you're doing.

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1 CHAIR JAMES: Thank you.
 2 Bonnie Larson.
 3 MS. LARSON: Good evening. Bonnie Larson.
 4 A lot of things. We keep calling this the
 5 Crab Pot. It has nothing -- it doesn't even resemble
 6 the Crab Pot. You're putting 4,482 square feet, and
 7 then it says with outdoor seating -- so does that mean
 8 there's additional square footage -- on a one-third
 9 acre property. One-third of an acre is what you should
 10 be putting your house on, a small house. One-third of
 11 acre, now you want to put -- they want to put 4,000
 12 almost 500 square feet on that little parcel with no
 13 parking. If what Mr. Schiller said tonight, we have a
 14 lot more problems than we thought we did. FDOT says
 15 they can't use the parking, then they're certainly not
 16 in compliance with the number of parking spots.
 17 It says in our staff analysis the
 18 applicants -- oh, yes, I already said that.
 19 Parking number. The number of parking spaces
 20 proposed, 18 spaces is in compliance with the City's
 21 Land Development Regulations. That's why we're redoing
 22 all of our regulations. These are 1950 codes and
 23 limitations. The year is 2017. They're talking about
 24 having 2,060 (sic) customers. Where are those people
 25 going to sit? Where are they going to park? They're

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1 going to have 30 in staff, as one gentleman mentioned.
 2 Hope they come on foot, the staff, and leave on foot.
 3 And you're not going to -- and I heard at the
 4 last meeting they were talking about shuttling people
 5 back and forth via a golf cart to the restaurant. Now
 6 tonight they're talking about valet parking. If you
 7 are going to allow outside parking, it must be marked
 8 off. You can't just say you're going to park over
 9 there and then, like the gentleman just said, all the
 10 boaters come in and they're expecting to park there
 11 too. You have to have a concrete number of parking
 12 spaces, and you have to have that zoned off.
 13 We have enough parking problems in Riviera
 14 Beach as it is, so what we -- every new structure we
 15 put in the city must be self-contained as far as
 16 parking goes. We can't say I'm going to rent from him,
 17 I'm going to rent parking spots from him. That never
 18 works out.
 19 The lady who said she heard music from Two
 20 Drunken Goats, you're going to hear this music, no
 21 matter what kind of music it is, amplified music,
 22 you're going to hear it on Singer Island, you're going
 23 to hear it on the mainland, you're going to hear it
 24 everywhere. A commercial development went in behind
 25 us. We can't use our back yard anymore. We're going

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1 to hear that music. We're in the vicinity of Marina
 2 Grande. We're going to hear that music, just like
 3 you're going to hear it on Singer Island, because
 4 music, loud noises travel over water like you cannot
 5 believe.
 6 Let's not get ourselves into a situation, a
 7 lawsuit like we were -- like Jupiter and Tequesta have
 8 been with (inaudible) and with Harbourside. Look at
 9 all those people who are complaining about the noise.
 10 So let's not -- let's be smarter than they were.
 11 Oh, the dumpster, yes. You're going to have
 12 rats and all kinds of things, so I can understand why
 13 they want that blocked off. Also, people are going to
 14 be going through those dumpsters -- ask me how I know
 15 that -- picking out everything that's in there. Is
 16 this what we want for the new Riviera Beach? I don't
 17 think so. Thank you.
 18 CHAIR JAMES: Thank you, Ms. Larson.
 19 Applicant, this is your opportunity, really
 20 briefly, please. And I just want to know if you are
 21 open to any of the proposed conditions by Marina
 22 Grande.
 23 MR. PERRY: You know, I just want to make a
 24 couple of quick comments, if you don't mind.
 25 CHAIR JAMES: Are they in reference to the

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1 conditions?
 2 MR. PERRY: They're in reference --
 3 CHAIR JAMES: Because you've already had your
 4 presentation.
 5 MR. PERRY: I'm not making that I just want
 6 to make a rebuttal comment. You've heard a lot of
 7 opinions, particularly from their counsel, and I'd just
 8 like to respond. Two things.
 9 CHAIR JAMES: Briefly.
 10 MR. PERRY: Very briefly.
 11 On the issue of parking, this is in the CRA.
 12 Your code specifies: Within the CRA, off-site parking
 13 arrangements may be provided in lieu of on-site parking
 14 as long as sufficient documentation of the location and
 15 number of spaces is provided to the review authority.
 16 Now, Mr. Schiller missed, I guess, that
 17 somehow. But the reality is that's what your code
 18 says. We meet that requirement.
 19 Secondly, he's talking about air-conditioning
 20 equipment on the rooftop, and he's reciting from
 21 things. But the reality is what the code says is:
 22 Shall not be visible from adjoining properties. The
 23 only thing that's visible is if you were looking from
 24 the tower down, and that's a simple fix. We just put a
 25 cover on that. That's a simple solution.

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1 So the reality is although everybody has
 2 opinions, you know, we had -- I'm confused, to answer
 3 your question, okay, as to what's really being asked
 4 here. Your staff has analyzed this thoroughly and
 5 completely, found the application to be sufficient, has
 6 suggested some conditions. We don't object to those
 7 conditions, and in fact, suggested that the hours of
 8 operation your staff has suggested are beyond what we
 9 want. We're willing to agree to 11 a.m. to midnight.
 10 That's fine.
 11 They proposed 12 conditions; I think it was a
 12 total of 12. They proposed 12 conditions. I indicated
 13 to you when I first got up here that their hours of
 14 operation conditions, that we still have a problem with
 15 that, but we're not unwilling to continue that dialogue
 16 with them. We will be happy to continue that dialogue.
 17 You can take action here tonight. You want
 18 to incorporate their conditions, do whatever you feel
 19 is the right thing to do. But I want to remind you
 20 again, this is site plan review. This is not a
 21 rezoning. We're not here -- it's not a special
 22 exception. We're here to determine whether we meet the
 23 code.
 24 And the only reliable testimony you've got is
 25 that you've got your own staff, your planning staff

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1 that has reviewed this application and said we meet the
 2 code. You have an attorney who has come and who's
 3 analyzed and made a very cogent presentation to you,
 4 but it was his opinion, his interpretation. So the
 5 reality is I stand on that. We meet your requirements.
 6 I think we're entitled to a recommendation of approval,
 7 and we request that you do that.
 8 I'll be happy to answer any questions.
 9 CHAIR JAMES: Thank you.
 10 We're going to move into Board comments, so
 11 we're going to start down with Ms. Shepherd.
 12 MS. SHEPHERD: Madam Chair, I would like to
 13 pass until I get some thoughts together --
 14 CHAIR JAMES: Okay.
 15 MS. SHEPHERD: -- if you allow me to come
 16 back.
 17 CHAIR JAMES: Yes, ma'am.
 18 MS. SHEPHERD: Thank you.
 19 CHAIR JAMES: Mr. Blackwell.
 20 MR. BLACKWELL: Where do I start here? Okay,
 21 as far as the parking is concerned, I still have a big
 22 issue with the parking, as well as numerous other
 23 issues. Do you have anything in writing from the
 24 Loggerhead Marina which authorizes parking -- I'm
 25 talking to the attorney or the plan, project manager --

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1 that says you're going to have 75 spaces that are
 2 allotted to the Crab Pot restaurant?
 3 MR. WATERS: Mr. Blackwell, my name is Tyson
 4 Waters. I'm corporate counsel for Seven Kings
 5 Holdings.
 6 And the answer to that question is yes.
 7 There's an easement recorded in the public records
 8 between the marina and Seven Kings Holdings that allows
 9 us to use 75 parking spaces out of, I believe,
 10 approximately 150 that the marina has access to, which
 11 would be the garage plus the three outside parking
 12 spaces. But to answer your question directly, yes,
 13 sir, there's a recorded document that allows us that
 14 right.
 15 MR. BLACKWELL: I'm saying but which spaces
 16 have been identified, because I took a tour over there,
 17 and as many of the residents have indicated, during my
 18 tour I was shown three or four parking lots. Every one
 19 of those parking lots had cars parked in them. So I
 20 need to know -- I want to know where the 75 number is
 21 coming from.
 22 MR. WATERS: They're not specifically
 23 designated. The easement allows us to use 75 parking
 24 spaces, and we're to work with the marina to identify
 25 where those 75 parking spaces are.

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1 MR. BLACKWELL: So basically, this is a
 2 premature --
 3 MR. WATERS: No --
 4 MR. BLACKWELL: -- anticipation that 75
 5 spaces will be there in the future.
 6 MR. WATERS: They are there. Today we have
 7 the right to use 75 parking spaces.
 8 MR. BLACKWELL: Okay, that's my comments
 9 for -- at this time.
 10 CHAIR JAMES: Okay, thank you, Mr. Blackwell.
 11 Okay, Mr. Kunuty.
 12 MR. KUNUTY: Yes. A question here for staff.
 13 The motion that we passed last meeting regarding this
 14 was that a Marina Grande representative, the
 15 developer's representative would jointly meet with
 16 staff to kind of iron out some of these issues and come
 17 to an agreement on at least the ones they can. Seems
 18 to me that we're here kind of prematurely, because we
 19 have two attorneys who just got involved like within a
 20 week or so, and we really don't have any agreement on
 21 anything.
 22 You know, the Marina Grande people have 12
 23 conditions. Some of them seem pretty sensible and
 24 probably can be agreed to. But I think the predicament
 25 that I'm having is, one, we'd like to give everybody a

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1 fair shot, but if you disapprove this, okay, it's a
 2 dead issue. If we conditionally approve it, it's still
 3 conditional.
 4 So I guess my question is do we need to
 5 replay last meeting, send this back to you in Planning
 6 and Zoning and let's really put in a full court press
 7 to kind of work these issues out? I mean out of the 12
 8 that they're proposing, I'm sure some can be agreed to
 9 and some can't be agreed to, but at least I think, in
 10 fairness to this Board, what we need to have is kind of
 11 a summary statement that says they've agreed to the
 12 hours of work, the amplified music, the parking,
 13 there's a plan for parking, here's how it's going to
 14 work, okay, and all of those things.
 15 So, you know, at this point my feeling is
 16 that we're kind of premature to approve or disapprove
 17 this. So no other questions at this time.
 18 CHAIR JAMES: Thank you, Mr. Kunuty.
 19 Mr. Brown.
 20 MR. BROWN: Madam Chairman, I think my
 21 comments have been addressed.
 22 CHAIR JAMES: Thank you, Mr. Brown.
 23 Mr. Gallon.
 24 MR. GALLON: Yes, Madam Chair.
 25 I have an issue with the music. You know, I

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1 think that you all need to come to some type of
 2 agreement. I would love to see a restaurant there, but
 3 I have an issue with the music. I also have an issue
 4 with the parking. And I think that parking is really
 5 going to be a big issue.
 6 Thank you, Madam Chair.
 7 CHAIR JAMES: Vice Chair McCoy.
 8 VICE CHAIR McCOY: Trying to see where to
 9 start. I guess I can appreciate Mr. Podray saying, you
 10 know, we're really charged with being -- with asking
 11 the question is it consistent with the code. And you
 12 know, as much as I want to be good neighbors, but if
 13 they have a permitted by right, then that's what we
 14 should deal with, those issues, you know.
 15 And I think I shared this with the person,
 16 Brenda Grigg, that, you know, the expectations that we
 17 consider the noise and how it impacts is not this
 18 project, because it's not here on a special exception.
 19 And I've heard a lot of people from Marina
 20 Grande, and I guess those in opposition saying things
 21 about the parking and the traffic, and I guess a number
 22 of different things just as incompatible. And you
 23 know, I get that. But I have to respect private
 24 property rights. And my only concern, I guess the only
 25 question is if it's compliant.

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1 Now, here's what I did. I got a number of
 2 e-mails, and then I got a call from Marina Grande's
 3 treasurer early in the week, and I also met with staff.
 4 And one of my concerns with staff was something that I
 5 heard come from the gentleman at Marina Grande, and it
 6 was related to the FDOT project -- I'm sorry, related
 7 to the FDOT property. And staff said we basically have
 8 reviewed the site plan at that point and everything
 9 seemed consistent. It wasn't, in my opinion, if I can
 10 recollect, that they didn't require verification.
 11 And I actually took the extra step to reach
 12 out to FDOT in addition to what I've just seen here
 13 today, the letter from FDOT. But I shared it with
 14 staff, and I asked that he provide the members with the
 15 e-mail that I sent to, in fact, the Secretary of DOT,
 16 and it actually spoke to the same thing that I heard
 17 Mr. Schiller say.
 18 And if I could quote it real quick, and I'll
 19 ask Mr. Podray -- no, my e-mail. And my questions were
 20 pretty specific, and it basically -- and I don't want
 21 to read it too much, but I certainly can give it to
 22 Seven Kings, and perhaps they can respond.
 23 But I asked: Good morning, Secretary
 24 O'Reilly -- who's the Secretary of DOT's District 4,
 25 which is basically all of south Florida. I'm a member

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1 of the Riviera Beach Planning and Zoning Board. I am
 2 writing to find out about the agreement and preliminary
 3 approval with Seven Kings, who is the proposed
 4 developers of the project located at -- and I gave him
 5 the parcel number.

6 It was represented that there has been an
 7 application for a lease agreement for the property
 8 owned by FDOT adjacent to the northwest foot of the
 9 Blue Heron bridge. Can you kindly provide the
 10 application for Seven Kings Holding, Incorporated?

11 I also asked: How long has the applicant
 12 been in discussion with your office regarding the lease
 13 of this portion of the right-of-way? Also, is it
 14 common practice for FDOT to grant preliminary approval
 15 of the lease agreement for a right-of-way that has not
 16 yet received site plan approval? Has there been any
 17 FDOT review of the proposed site plan application to
 18 know how this right-of-way lease would affect the
 19 through access to the service road and Blue Heron
 20 bridge?

21 And I went on to apologize for the urgent
 22 request.

23 And their response back was on Wednesday, and
 24 I think he almost laid it out precisely as what I heard
 25 Mr. Schiller say. And this came back from Secretary.

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1 O'Reilly, and he says: In response to your inquiry
 2 regarding the existence of an agreement between FDOT
 3 and the proposed developer of the Crab Pot, it is
 4 important to understand that leasing of any portion of
 5 FDOT property would occur between the property owner
 6 and FDOT. Any development adjacent to FDOT
 7 right-of-way will likely require permits from FDOT.
 8 The developer of the property would typically apply for
 9 such permits.

10 Regarding this proposed development of the
 11 Crab Pot, I can advise you that FDOT and the property
 12 owner discussed leasing the FDOT property under terms
 13 that will be acceptable to FDOT. The property owner
 14 initially contacted FDOT in February 2015 regarding his
 15 interest in leasing the property. The owner eventually
 16 rejected these terms, and no further discussions
 17 related to the lease have taken place since
 18 approximately August 2016. Currently there are no
 19 active discussions regarding the lease of the property.
 20 FDOT remains willing to lease the property, provided we
 21 can negotiate acceptable terms.

22 The property owner was informed that his
 23 approved site plan could not rely on the property
 24 leased from FDOT to meet development requirements for
 25 parking or circulation, and FDOT requested written

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1 assurances that his required parking would be
 2 accommodated either within his site or in an approved
 3 off-site location, as FDOT would not want to create an
 4 adverse situation following the development of his
 5 property. Any parking provided on FDOT property must
 6 be in excess of the City's parking requirements.

7 Now, Mr. Perry said that Mr. Schiller had his
 8 opinion. And I got this directly from FDOT myself.
 9 And I hate to kind of break up, you know, what was
 10 said, but, you know, I tend to agree.

11 Now, the site plan had, I think it was 18,
 12 and if six of them are on FDOT's property, I mean I
 13 want to find out, and you know, we have to be
 14 straightforward at this point, how do we fulfill the
 15 parking requirements if FDOT has made it clear that
 16 their six parking spaces cannot be used?

17 Additionally, if we go further, the last
 18 portion says -- and pardon me, I've got to slow down
 19 and catch back up. It says: FDOT requested written
 20 assurances that his parking, his required parking would
 21 be accommodated either within his site or in an
 22 approved off-site location, emphasis on off-site. I
 23 don't know if off-site could work for us, because that,
 24 in itself, would not be in compliance with the parking
 25 requirements.

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1 So, you know, I did have this in expectations
 2 of hearing something. But I don't know if this was
 3 directed to Seven Kings, because Mr. Schiller pointed
 4 out in his letter that it was directed to Mr. Podray.
 5 So I will hope that someone can kind of explain the
 6 discrepancy or justify that there are parking spaces,
 7 because from what I see, I don't know where they could
 8 possibly be if that is the case from FDOT. I know it's
 9 a lot, but you know --

10 MR. PERRY: Well, it is a lot, but you know,
 11 the reality is that -- again, Marty Perry, for the
 12 record.

13 A few years back I represented Mr. Podray
 14 relative to negotiations with FDOT. Gerry O'Reilly
 15 sits next to me. I sit on the Governing Board of
 16 Tri-Rail, and Gerry O'Reilly sits on that Board, so we
 17 know each other.

18 I had discussions with him back then. At
 19 that time we were trying to see if they would agree,
 20 and at that time Mr. Podray wanted to do the restaurant
 21 and we were trying to see whether or not FDOT would
 22 allow the use of that area underneath the bridge that's
 23 fenced off for parking. And they were adamant in their
 24 refusal against that.

25 But the reality is, and I just saw -- I

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1 haven't seen what you read, but I have a copy of what
 2 Mr. Schiller read. And it's interesting, and I want to
 3 refer specifically to the language that is in the --
 4 it's this letter actually came from Rafael Garcia,
 5 Chief Counsel, District 4, Florida Department of
 6 Transportation, and it says: Although the Department
 7 was willing to lease this property -- they're not
 8 unwilling to lease it, FDOT -- Mr. Podray disagreed
 9 with the Department's appraisal method, and all
 10 discussions regarding the lease of the property ended.
 11 That's all I know about that. I don't know
 12 what those discussions were at that time. I wasn't
 13 involved with Mr. Podray; I haven't been for at least
 14 three or four years.
 15 The reality, however, is that I got up a few
 16 minutes ago to read from your CRA, the code section
 17 that deals with the CRA, and this property is in the
 18 CRA. This is a mixed use area that was created by the
 19 CRA. That's why it's kind of interesting. If you add
 20 all this together, yes, this is a residential
 21 condominium, no question about it. Yes, this is a
 22 commercial lot, no question about that. Yes, this is a
 23 marina; it's in and out storage. It's in the nature of
 24 light industrial use, okay?
 25 Across the street you have Publix, which is

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1 CG commercial. You have a dentist's office. You have
 2 another bar down the street, Inlet Lounge. I mean this
 3 whole area is a grand mixed use area that was perceived
 4 by the CRA to fulfill certain purposes, one of which is
 5 the use that's portrayed here tonight, and that's a
 6 restaurant use. You know, I keep harping on that, and
 7 I don't mean to do that, but the reality is it's an
 8 approved use.
 9 But what I read to you before was that under
 10 the CRA, you don't have to have on-site parking if you
 11 have provable off-site parking. And we have that.
 12 This gentleman got up and said there's an easement
 13 that's recorded that clearly sets out the rights of
 14 this property owner, Seven Kings, relative to -- Seven
 15 Kings was the owner of the marina. They recently sold
 16 it. Clearly sets out their rights relative to those
 17 surface parking areas, as well as the garage.
 18 Now, the Condominium Association can dispute
 19 those rights and everything, but that's not in your
 20 purview. That's a civil issue between --
 21 VICE CHAIR McCOY: Sure.
 22 MR. PERRY: -- those parties. They granted
 23 that easement. If they want to object to that, that's
 24 fine. They can take that up. That's another issue
 25 outside of this --

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1 VICE CHAIR McCOY: Right. Let's stop right
 2 there. But on that same point, wouldn't you have to
 3 have an Agent Authorization? If that is true that
 4 you're going to use their parking to fulfill the
 5 parking requirement, shouldn't you be required to
 6 present that along with the application?
 7 MR. PERRY: You know, I don't know the answer
 8 to that question off the top of my head. But to be
 9 honest with you, we don't need those spaces in order to
 10 meet your parking requirements, plain and simple.
 11 VICE CHAIR McCOY: Okay. Well, let me not
 12 confuse it with the Agent Authorization, but is there
 13 something inaccurate about -- and I'll give you a copy
 14 of the e-mail that I sent and also the response --
 15 MR. PERRY: And I don't think it's going to
 16 read any different than this, to be honest with you.
 17 VICE CHAIR McCOY: But the question that I'm
 18 stuck with is -- and pardon me, we've gotten inundated
 19 with so many papers.
 20 MR. PERRY: It certainly has ballooned
 21 tonight.
 22 VICE CHAIR McCOY: Any parking provided by
 23 FDOT property must be in excess of any City parking
 24 requirements. So let's just take the six that is in
 25 your site plan that's on FDOT property off of the

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1 table. That would leave you with 12.
 2 MR. PERRY: Correct.
 3 VICE CHAIR McCOY: You have 40 --
 4 MR. PERRY: We have 75 spaces available other
 5 than that.
 6 VICE CHAIR McCOY: You have 4,482 square foot
 7 of usable space. Our code requires one parking space
 8 for every 300 square foot, which is equivalent to
 9 requiring 15 parking spaces. You have 12. If you have
 10 any additional parking spaces that has to be used to
 11 fulfill this requirement, my question was: Is there an
 12 Agent Authorization Form for that, those additional
 13 three spaces? And if not, I'll (inaudible) with you on
 14 that.
 15 But here's where it gets even more confusing.
 16 I don't know if we can even entertain what you're
 17 saying, that you have a lease agreement, because what
 18 happens is, and I asked staff for this, and I didn't
 19 want to inundate them because it was short notice, but
 20 how is it that we can have two towers at Marina Grande,
 21 the Loggerhead Marina, and from my understanding, also
 22 the dentist's office that use spaces there and
 23 everybody can meet the parking requirement, and you
 24 still lease 75 spaces?
 25 Now, if you can justify that in some sort

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1 of -- and excuse me, I have the easement up here and I
 2 haven't had a chance to go through the recorded
 3 easement in the clerk's office. But that seems like a
 4 lot going on there, Mr. Perry.
 5 MR. PERRY: Well, Mr. McCoy, with all due
 6 respect, okay, the reality is that we've provided
 7 evidence of an easement. It's off-site parking --
 8 VICE CHAIR McCOY: No, you didn't.
 9 MR. PERRY: It's part of our application. We
 10 indicated that we had the access, we had the
 11 availability of 75 off-site parking spaces.
 12 VICE CHAIR McCOY: But did you provide that
 13 evidence? It would come through by either the actual
 14 easement that's recorded in the clerk and comptroller's
 15 office, or it would be on some sort of Agent
 16 Authorization Form.
 17 MR. PERRY: Apparently we didn't give them
 18 the actual document.
 19 VICE CHAIR McCOY: Well --
 20 MR. PERRY: Let's simplify things, if we can.
 21 VICE CHAIR McCOY: Move forward.
 22 MR. PERRY: You know, I just -- we just want
 23 to move forward here. There are things that can be
 24 continued to work on here. This Board has to do -- has
 25 an obligation to take action. You can either approve

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1 or you can deny.
 2 VICE CHAIR McCOY: Yes, we do have an
 3 obligation to take action. But here it is. You even
 4 said it yourself that there's evidence that's
 5 submitted. In fact, there's not.
 6 Additionally, when we sent this back, it was
 7 for you guys to kind of come to some sort of meeting of
 8 the minds.
 9 Additionally, and I really didn't want to go
 10 here, but I don't think that the narrative was in good
 11 faith to say that there was a preliminary approval, and
 12 I found that personally not to be true, because it was
 13 stated --
 14 MR. PERRY: Who made the statement there was
 15 a preliminary approval?
 16 VICE CHAIR McCOY: Well, it was in -- it's in
 17 the narrative of the Crab Pot site. It's by -- let's
 18 see who signs off on it. But no one signs off on it,
 19 but it's in this narrative.
 20 MR. PERRY: I can tell you I didn't say there
 21 was a preliminary approval --
 22 CHAIR JAMES: No, it was last month's
 23 meeting; it was last month's meeting. And you know, I
 24 just didn't really see that that was exactly accurate.
 25 So it's kind of hard for me to sit here and --

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1 MR. PERRY: I understand you're struggling,
 2 and I understand that it's the desire of this Board to
 3 see these parties reach an agreement so that you
 4 wouldn't have to wrestle with this. But the reality
 5 is, and I've been doing this for 50 years, the reality
 6 of this is there is no obligation on any of the parties
 7 to reach an agreement just because it makes it easier
 8 to make a decision. We can't. There are things that
 9 we can agree to; there are some things we're not
 10 willing to currently agree to. We can agree to
 11 disagree.
 12 You can decide that you don't want to accept
 13 that, you don't like that, that doesn't meet your
 14 terms. Deny the petition, okay? The reality is that
 15 they've come here and they've said, well, if you impose
 16 these 12 conditions -- at least that's what I seem to
 17 hear them saying -- if you impose these 12 conditions,
 18 we're okay. Well, I don't agree with the 12
 19 conditions. You want to attach these 12 conditions to
 20 a recommendation of approval, that's your prerogative,
 21 you can do that. But I think this Board has an
 22 obligation to take action to do something here.
 23 VICE CHAIR McCOY: Well, I disagree. And I
 24 can kind of say this, and I'm not going to rehash this
 25 again, but it's in the site plan application narrative,

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1 and I'll read it to you: Preliminary discussions with
 2 FDOT have yielded an informal approval of the submitted
 3 site plan and willingness for the land owner to enter
 4 into a lease agreement for the shown parking.
 5 Mr. Perry, last month after I read that, I
 6 assumed everything was fine. And I found out otherwise
 7 after I got the response back from your colleague,
 8 Secretary O'Reilly. So to sit here and present
 9 anything else is just like -- I think number one is we
 10 don't have enough information; that's number one. And
 11 I'm not speaking to the issues of the noise and the
 12 traffic. I'm speaking to just the bare minimum of
 13 satisfying the code requirement.
 14 And respectfully, you can say that for
 15 Mr. Schiller, but don't insult me and say that what I
 16 have here is not correct, because I went to the
 17 Secretary of Transportation myself. So you know, I'm
 18 not going to deny it --
 19 MR. PERRY: I have no intention of accusing
 20 you of anything.
 21 VICE CHAIR McCOY: I'm not going to deny or
 22 I'm not going to suggest that we deny. I just, you
 23 know, in all fairness, it's just not complete. And
 24 until we can have some assurances on how this is to
 25 work, we just spent two hours on discussions, and I

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1 can't even see that you've even met the bare minimum to
 2 be here today, Mr. Perry.
 3 CHAIR JAMES: Okay.
 4 VICE CHAIR McCOY: And Madam Chair, I'm not
 5 finished.
 6 Mr. Podray, if you want to indulge me for
 7 just a moment if -- now, I'll allow you to respond, but
 8 my main concern is the letter that was presented by
 9 Mr. Schiller in reference to DOT. That would kind of
 10 speak to the same thing we're dealing with here today.
 11 Maybe it was a different idea or a different
 12 restaurant, but it was clear again in that letter, and
 13 I don't see much difference in the one that I've gotten
 14 back. So I kind of want to get your thoughts in case
 15 I'm missing something.
 16 MR. PODRAY: Of course. I'll expand on that
 17 if I can. It's true that since 2015 when I purchased
 18 this property, I did try to develop it myself, which
 19 predicated my conversations directly with the FDOT. I
 20 did hire Mr. Perry at the time, and we had started
 21 lease negotiation, because originally I was trying to
 22 purchase the property. But there was always an
 23 understanding.
 24 And I happen to know Mr. O'Reilly. I deal
 25 with Stacey Miller and Sue, their legal counsel there

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1 all the time. I have been in direct communication with
 2 them through the last two or three years.
 3 And so to clarify the e-mail, the e-mail is
 4 simply as follows: They are not allowed, or we, as the
 5 applicant, are not allowed to utilize their parking for
 6 purposes of pulling this application with the City,
 7 okay.
 8 VICE CHAIR McCOY: That's exactly what
 9 happened here today -- well, last month.
 10 MR. PODRAY: According to the CRA document
 11 that the, I guess, the developer just presented, we
 12 don't need to have the on-site parking. Once they have
 13 the 75 spaces, plus the 12, they meet that requirement.
 14 Therefore, the FDOT lease and the FDOT parking spaces
 15 are redundant.
 16 And so that's my concern. We're dealing with
 17 two different points. If there is a contiguous on-site
 18 parking requirement that can be substantiated by this
 19 Board, then yes, according to your interpretation, you
 20 would be correct.
 21 However, according to the CRA
 22 interpretation -- because look at it like this. Let's
 23 use some decorum here. And I go before the Board
 24 thinking as if I was up on the Board. How would you
 25 have places like Las Olas if you had an on-site parking

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1 requirement, or downtown Delray?
 2 You have all of these sites that piggyback
 3 and lease parking from other people, and they show
 4 these documents. There is no contiguous on-site
 5 parking requirement. You could never develop a
 6 downtown core. And if it's Riviera Beach's, I guess,
 7 prerogative to develop this downtown core, you can't
 8 have one either.
 9 We have to have the ability to have and
 10 satisfy the on-street parking requirements with
 11 noncontiguous property, as Delray Beach has done for
 12 years, downtown Fort Lauderdale has done for years and
 13 all these other places that I'm sure several of us like
 14 to frequent. So that's the notion.
 15 But as far as I'm concerned, and I've been
 16 negotiating with FDOT, we're in full compliance of
 17 this. I've been --
 18 VICE CHAIR McCOY: Sure.
 19 MR. PODRAY: -- negotiating with them.
 20 VICE CHAIR McCOY: And I think you are
 21 correct. Here it is: Within the CRA, off-site parking
 22 arrangements may be required in lieu of on-site parking
 23 as long as sufficient documentation of the location and
 24 the number of spaces is provided to the review
 25 authority. That's the evidence that I'm speaking of,

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1 Mr. Podray. So --
 2 MR. PODRAY: Well, I would suggest that the
 3 applicant simply submit the easement agreement. That's
 4 a five minute process. We can e-mail it tonight.
 5 VICE CHAIR McCOY: Well, here it is. I would
 6 say yes, but that's not up to me. I want to see what
 7 the Board thinks. But those are my comments and my
 8 concerns.
 9 But I know that this is a lot for staff to
 10 comprehend, because I know when I asked the question
 11 this week, a lot of it was new information. So out of
 12 respect for them, you know, I don't know if it's going
 13 to satisfy the requirement if you just send an e-mail,
 14 and I am not comfortable with sending this on with the
 15 approval of the Board until we -- I mean we spend the
 16 time vetting this out, or at least should be vetting it
 17 out with compliance to the code, and I will hope that
 18 we can have the satisfaction of knowing that it was
 19 met.
 20 So I want to hear from our staff, Madam
 21 Chair.
 22 CHAIR JAMES: Okay.
 23 MR. PODRAY: Thank you.
 24 CHAIR JAMES: Thank you, Mr. Podray.
 25 I don't know who you are or --

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1 MR. BLAIR: Gee. My name is Ken Blair. I'm
 2 with Seven Kings Holdings. I'm one of the fellows who
 3 puts a lot of this stuff together.
 4 So to answer directly your question, if I
 5 may, and I just wanted to confirm with staff, when we
 6 made the original application, there were the meetings.
 7 And I'm trying to answer your question specifically
 8 about what was submitted.
 9 When we submitted the initial application,
 10 the best that you could get out of FDOT at this point
 11 in time, because as has been pointed out, there's not
 12 an actual signed lease, the condition precedent to
 13 having an actual signed lease included at the time that
 14 they told us you need a utility permit, which we've
 15 gotten; you need a drainage permit, which we've gotten;
 16 you need a connection permit, which has been
 17 conceptually approved pending posting of a bond. And
 18 when those three conditions precedent were done, they
 19 would then consider and start entering into -- not
 20 consider. They would start working on the paperwork to
 21 do a lease.
 22 So therefore, you get this chicken and egg
 23 situation where FDOT is not going to approve anything
 24 until the City approves it. The City is not going to
 25 approve anything until there's an FDOT lease. So the

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1 best that we could at the time get out of FDOT was a
 2 letter, an e-mail, actually, that indicated that
 3 they -- I can't say approved, because --
 4 VICE CHAIR McCOY: Right, you can't say that.
 5 MR. BLAIR: -- it's all unofficial, okay.
 6 But they were aware of the site plan, they had seen the
 7 site plan, they had commented on the site plan. We had
 8 made adjustments to the site plan to satisfy the
 9 comments that they had, the unofficial -- I know you
 10 can't do air quotes on this, but unofficial comments
 11 that they had.
 12 And that e-mail was submitted with our
 13 application to staff. And so I don't know whether it
 14 made your packets or it didn't make your packets, but
 15 it was part of the application, and that served as
 16 approval from FDOT, or at least initial acknowledgement
 17 of FDOT as to what was going on.
 18 We have continued, and to the e-mails that
 19 have just recently gone back and forth that you were
 20 speaking of, I don't know how many people here have
 21 worked with FDOT before, but right hand doesn't always
 22 know what left hand is doing. And so possibly
 23 Mr. Podray hasn't talked to them in a number of months,
 24 but in the meantime, we, as the applicant, have been
 25 diligently working away with FDOT.

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1 We've obtained the approvals that were stated
 2 as being a condition precedent to entering into a
 3 lease. I now have those, and so now all of a sudden,
 4 in concert with us completing those applications, as
 5 well as what I'm led to believe, and I'm surmising
 6 here, are comments and questions from Marina Grande,
 7 questions and comments from Riviera Beach, all of a
 8 sudden it's made the radar.
 9 And now, again, as you can imagine, the
 10 higher-ups are saying what's going on, and the various
 11 hands are doing what they need to do to report to their
 12 people. So I don't know if that helps --
 13 VICE CHAIR McCOY: It doesn't really,
 14 Mr. Blair. But I wanted to find out from staff if
 15 they --
 16 MR. BLAIR: Oh, well.
 17 VICE CHAIR McCOY: Because here it is. We're
 18 advisory in nature.
 19 MR. BLAIR: I understand.
 20 VICE CHAIR McCOY: And you know, I want to at
 21 least allow our staff, in light of, you know -- because
 22 I sent this e-mail to staff yesterday which I received,
 23 and I sent it for two reasons. Number one, so I'm not
 24 in violation of the Sunshine Law. And I certainly
 25 wanted them to provide it to the members of the Board.

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1 And secondly, for their review and attention.
 2 You know, I don't exactly know if they've had
 3 an opportunity to really look at it, but I certainly
 4 will look to them for some guidance. But I came here
 5 expecting that there was going to be something
 6 definitive regarding parking, and you know, I just
 7 can't say that we've gotten it.
 8 But respectfully, I would ask, Madam Chair,
 9 if we could hear back from our staff if they have
 10 anything or have had time to formulate any kind of
 11 opinions or proposed process at this point.
 12 MR. BLAIR: I just want to thank you. And my
 13 purpose was to clarify the kind of smoke surrounding
 14 FDOT and what's going on. I hope I've at least done
 15 that.
 16 CHAIR JAMES: Thank you, Mr. Blair.
 17 VICE CHAIR McCOY: Thanks. And I have that
 18 letter. I certainly can give you guys a copy of the
 19 e-mail that I sent.
 20 CHAIR JAMES: Jeff, do you -- okay.
 21 MR. GAGNON: Thank you, Chair. So from
 22 staff's perspective, the FDOT area in question is an
 23 integral part of the site plan itself. When staff
 24 reviewed the site plan, we reviewed it anticipating
 25 that in the future, FDOT would grant access to utilize

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1 those spaces for parking.
 2 If that agreement is not enacted, if it's not
 3 executed, then the site plan itself couldn't be
 4 completed as provided to the Board. So there would
 5 have to be adjustments made, whether that meant an
 6 additional site plan approval, amendments to a site
 7 plan approval, but additional actions would have to
 8 take place if the applicant could not receive the
 9 approval from FDOT in order to move forward in the
 10 manner provided on the site plans.
 11 And additionally, the method that staff would
 12 utilize to make sure that this happens is if this
 13 proposal were to go through the Planning and Zoning
 14 Board, the CRA Board, and be approved by City Council,
 15 prior to issuance of a building permit, we would
 16 require that executed agreement from FDOT as part of
 17 that submittal package to ensure that all the legal
 18 rights to utilize that space had been acquired. So if
 19 that's not provided to staff, then we would not issue a
 20 building permit to move forward.
 21 CHAIR JAMES: Did that answer your question,
 22 Mr. McCoy?
 23 VICE CHAIR McCOY: Yes. But I'm still -- I
 24 don't understand how they meet the minimum
 25 requirements, and that's where I'm at. Those are my

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1 comments for now, Madam Chair.
 2 CHAIR JAMES: Thank you.
 3 Ms. Shepherd.
 4 MS. SHEPHERD: Yes, Madam Chair.
 5 Once again, thank you for coming out to this
 6 meeting. Someone said last week they wouldn't take a
 7 hand clap, but the one thing I want to say, you need to
 8 clap for yourselves for coming together as a team,
 9 allowing the City of Riviera Beach to know, by way of
 10 Channel 18, how you feel.
 11 I live on 23rd Street. You walk out of my
 12 house, turn right, go down and then go -- what is the
 13 back -- is it East 13th Street where the marina is at?
 14 And just imagine, I live on 23rd. I hear the amplified
 15 music. Therefore, I'm very sympathetic.
 16 I've been knowing Mr. Gentile for a very long
 17 time. We have a great relationship. I hope after this
 18 we still have a great relationship.
 19 But for Mr. Neil, I think the attorney has
 20 done a great job laying out how the residents feel.
 21 They have spent their life earnings coming back to the
 22 great City of Riviera Beach to only be met with having
 23 a restaurant -- slash -- bar in their neighborhood,
 24 smelling of the food, the noise. It propels me that
 25 anybody want to live like that when they are coming

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1 back to retire.
 2 I want to say to you I thank you for coming
 3 out once again, but I cannot support this. At no means
 4 can I support this. A nice Denny's or a nice morning
 5 breakfast sitting by the pool -- or the water, I'm
 6 sorry, and just having a nice cup of coffee and having
 7 a -- but I know this City has to grow. That's the one
 8 thing we have to understand. But we have to come to
 9 the meeting of the minds. Right now we have not got
 10 there.
 11 I really don't see nothing wrong with the 12
 12 conditions. I think they're very good. Who wants to
 13 be up at 2:00, not getting any sleep? And I don't know
 14 how anybody feel, but when I'm not sleeping, I'm very
 15 grumpy, very grumpy. So I can imagine all these people
 16 waking up in the morning -- they say they're a knit
 17 community -- grumpy. And you will be grumpy listening
 18 to this noise.
 19 So with that, Madam Chair, I say to you and
 20 to the Marina Grande, welcome to the City of Riviera
 21 Beach. And to the Crab Pot, I thoroughly cannot
 22 support this. Thank you.
 23 CHAIR JAMES: Thank you, Mrs. Shepherd.
 24 Okay, my questions have been answered along
 25 the way. I kind of have the same sentiment as

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1 Mr. Kunuty previously stated about the recommendations
 2 that we passed down at the last meeting. Doesn't seem
 3 like much was accomplished. So I'm good on that. And
 4 I understand, like I stated, not much, if anything, was
 5 accomplished with that request.
 6 So with that being said, what's the pleasure
 7 of the Board? Is there a motion?
 8 MR. BLACKWELL: Yes, Madam Chair.
 9 CHAIR JAMES: Mr. Blackwell.
 10 MR. BLACKWELL: Before I go into the motion,
 11 like Ms. Shepherd, I just want to thank everyone who
 12 did come out and speak on behalf of Marina Grande.
 13 Also to the Crab Pot representatives, Mr. Perry,
 14 Mr. Gentile and Seven Kings, you guys did a wonderful
 15 job.
 16 As it's been brought to our attention, we're
 17 just an advisory board. And not disagreeing with my
 18 colleagues, I do think that we are ready to make an up
 19 or down decision tonight. We have given this some
 20 thought. It has been back and forth for about four
 21 weeks now, and we're here tonight with the same issues.
 22 What we have before us is two parties that
 23 are just stuck on being stubborn and not moving and
 24 budging an inch. And with that being said, Marina
 25 Grande has reached out to the Crab Pot and tried. Like

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1 Ms. Shepherd stated, the 12 conditions I think are
 2 somewhat reasonable, but Mr. Perry and Mr. Gentile have
 3 stood before this panel and said they're not budging on
 4 a lot of these issues. So I think that we're still
 5 going to be at a standstill.
 6 Based upon all the information and the facts
 7 that we've been given, it is my opinion that we do not,
 8 the City of Riviera Beach do not move forward with this
 9 project based on the following three issues.
 10 One, I find that the 4,000 square foot
 11 restaurant and the alleged 18 spaces are not comparable
 12 or do not meet the minimum requirements as per the
 13 ordinance. Further, I find that the 75 spaces that
 14 have been exclusively deemed a variance for this to
 15 Seven Kings has not been proven. We have no
 16 documentation that an agreement exists between the
 17 Loggerhead and the Crab Pot location.
 18 Further, I find that a one-way street, Mr. --
 19 I forget the attorney's name, Mr. --
 20 CHAIR JAMES: Schiller.
 21 MR. BLACKWELL: -- Schiller did point out a
 22 safety issue, which I too agree with. During my visits
 23 over at Marina Grande, I stood on that corner and I
 24 observed just 14 or 12 cars at the one red light which
 25 leads back out to the intersection of Lake Shore Drive

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1 and Blue Heron Boulevard where there was confusion with
 2 one car trying to get into Marina Grande, and then the
 3 parking, the cars being parked to exit were backing up.
 4 So if we add another 50 to 80 cars during the
 5 peak hours of 12 noon restaurant time, 5:00, these
 6 residents trying to get back in their residence and the
 7 5:00 crowd coming to the Crab Pot, I think this would
 8 cause congestion, this would cause more accidents, this
 9 would be a burden on the City of Riviera Beach's Police
 10 Department.
 11 And in saying that, I further find that this
 12 project, this is not a Dunkin Donuts, this is not a
 13 Starbucks we're talking about or we wouldn't be having
 14 all this conversation if those type of commercial
 15 restaurants were being proposed. We're talking about a
 16 restaurant -- slash -- bar here, a 4,000 plus square
 17 foot restaurant -- slash -- bar.
 18 And it would be -- during my visit, I stood
 19 on the property of 2640. That property line is less
 20 than 200 feet from your proposed site, and I think even
 21 a loud conversation would be heard. We're not going to
 22 talk about the amplified music, but a loud
 23 conversation, the pots and pans in the restaurant, the
 24 cars, just the noise itself will become a nuisance.
 25 These residents then will in turn be calling the

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1 police, as Mr. Schiller pointed out again, which would
 2 cause, I think, an undue burden on our Police
 3 Department.
 4 And it is for those reasons that I do not
 5 support this project and I would rely on the City
 6 Council to reject it as well. Thank you.
 7 CHAIR JAMES: So Mr. Blackwell, your stated
 8 motion was for denial because of the points you pointed
 9 out?
 10 MR. BLACKWELL: That is correct, Madam Chair.
 11 CHAIR JAMES: So now we need a second.
 12 VICE CHAIR McCOY: Well, Madam Chair, can he
 13 clarify and do it again, because that was quite a bit.
 14 I want to make sure that we don't confuse it, because
 15 he started off by saying do not move forward, so --
 16 MR. BLACKWELL: Okay.
 17 VICE CHAIR McCOY: -- we need to make sure --
 18 MS. SHEPHERD: Not perfect like you.
 19 CHAIR JAMES: Okay, Mr. Blackwell.
 20 MR. BLACKWELL: I can clarify it, Madam
 21 Chair.
 22 CHAIR JAMES: Okay.
 23 MR. KUNUTY: Just word it in terms of a
 24 motion.
 25 MR. BLACKWELL: Okay. I hereby present a

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1 motion that we do not move forward with the Crab Pot
 2 restaurant for one -- issue number one is the parking.
 3 I don't have feel that they meet the parking
 4 requirements. Issue number two is safety of traffic
 5 concerns coming to and from the restaurant and the
 6 Marina Grande on a one-way street. And number three
 7 would be the peace and prosperity of the residents,
 8 having an undue nuisance, or, so to speak, being
 9 overburdened with loud music, unwanted guests
 10 trespassing on their private property, and those
 11 leading to a burden upon the Police Department
 12 responding to those nuisance calls. And that will be
 13 my motion.
 14 CITY MANAGER EVANS: Madam Chair, if I may?
 15 CHAIR JAMES: Yes, City Manager.
 16 CITY MANAGER EVANS: Jonathan Evans, City
 17 Manager.
 18 It would be a recommendation for denial. I
 19 would not encourage the motion to encapsulate all those
 20 things because it is speculative.
 21 CHAIR JAMES: Okay. Mr. Blackwell, can you
 22 repeat that motion just to -- short and brief?
 23 MR. BLACKWELL: Short and brief, I recommend
 24 that we deny this proposal.
 25 CHAIR JAMES: Is there a second?

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1 MS. SHEPHERD: Second.
 2 CHAIR JAMES: Ms. Shepherd, did you second?
 3 MS. SHEPHERD: I second it, yes; I did second
 4 it.
 5 CHAIR JAMES: Roll call.
 6 MR. VELASQUEZ: Anthony Brown.
 7 MR. BROWN: Yes.
 8 MR. VELASQUEZ: James Gallon.
 9 MR. GALLON: No.
 10 MR. VELASQUEZ: Margaret Shepherd.
 11 MS. SHEPHERD: Yes.
 12 MR. VELASQUEZ: Edward Kunuty.
 13 MR. KUNUTY: No.
 14 MR. VELASQUEZ: Corey Blackwell, Sr.
 15 MR. BLACKWELL: Yes.
 16 MR. VELASQUEZ: Tradrick McCoy.
 17 VICE CHAIR McCOY: Yes.
 18 MR. VELASQUEZ: Rena James.
 19 CHAIR JAMES: Yes.
 20 MR. VELASQUEZ: Motion passes. Four yes --
 21 five yes, two no.
 22 CHAIR JAMES: Thank you.
 23 On to item VIII, new business.
 24 If you guys could exit quietly, please, and
 25 thank you.

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1 MR. GAGNON: Thank you, Chair. Our first
 2 item under new business, letter A, is a resolution of
 3 the City Council of the City of Riviera Beach, Palm
 4 Beach County, Florida approving a site plan application
 5 from the Riviera Beach Housing Authority to develop 101
 6 senior living apartments in phase one, and 79
 7 multifamily units in phase two on a parcel of land
 8 formerly known as the Ivey Green Village, approximately
 9 15.37 acres in size, identified by parcel control
 10 number 56-43-42-31-01-000-0010, located west of
 11 Congress Avenue, within the low density multiple family
 12 zoning district, abbreviated RML-12, and providing for
 13 an effective date.
 14 We do have the applicant, and their team is
 15 here tonight as well of the Riviera Beach Housing
 16 Authority and Wantman Group. So I'll continue with the
 17 presentation at this time.
 18 On the screen before you is a location map of
 19 the site. This is currently land that's owned by the
 20 Riviera Beach Housing Authority. It is west of North
 21 Congress Avenue, and there's an access point, West 17th
 22 Court.
 23 The way that the image identifies the
 24 different parcels, there's actually three separate
 25 parcels of land. The second portion of this approval,

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1 which is actually item (B) under new business, is a
 2 plat to reconfigure that parcel of land into one large
 3 parcel. So that will be following the site plan
 4 presentation.
 5 Now, here's a view that is looking west
 6 across the site. It's difficult to see on the screen,
 7 however, there is old signage from the Ivey Green
 8 Village that's still present. This image was taken
 9 from Google Earth, so the existing site conditions may
 10 be slightly different. However, the parcel itself is
 11 vacant, except for two structures that are minimal in
 12 nature that are towards the center of the site, and you
 13 can see them here. There's one structure here and also
 14 slightly to the north.
 15 For the record, this is a copy of the final
 16 site plan. It's also been provided within your packet
 17 as well. Phase one of the site plan, which is easier
 18 to visualize on following slides. However, this line
 19 drawn through the center of the site is the identifier
 20 for phase one of the project, and that's for the 101
 21 senior resident unit component of the development.
 22 And this is a portion of the landscape plan.
 23 All of the landscape pages were also provided as part
 24 of your packet as well, however, this does kind of
 25 bifurcate that phase one area from the overall site

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1 plan.
 2 And the building structure itself is seen
 3 here. And this is Congress Avenue running north and
 4 south. There is a proposal for a new ingress and
 5 egress point towards the north side of the site as well
 6 that's located here and shown on the screen.
 7 This is the first floor plan, and it kind of
 8 starts to identify the layout of the structure.
 9 There's a community pool. There's also a drive-through
 10 canopied drop-off area that's proposed in the front of
 11 the structure as well.
 12 Within the packet we have provided the
 13 elevations. There are color elevations as well as the
 14 black and white elevations that are shown on screen.
 15 Just for the record, we have provided a few of the
 16 color elevations, however there are a few other color
 17 elevations that are provided in the packet as well.
 18 This is the view from the front entrance of
 19 the proposed development, so the center of the screen
 20 would be the main entranceway into the development
 21 proposal. And this is a view from the side of the
 22 project, so you can see there's some unique
 23 architectural designs that kind of set the development
 24 apart from just a standard residential structure.
 25 There's different balconies, different architectural

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1 features that almost seem to separate the building
 2 visually into different units, although it is one large
 3 structure and one building.
 4 So City staff advises that the Planning and
 5 Zoning Board review and consider all information
 6 presented and provide a recommendation to City Council.
 7 If the Planning and Zoning Board chooses to
 8 recommend approval, City staff recommends including the
 9 following conditions of approval. There are six
 10 conditions of approval in total, and these are our
 11 standard conditions of approval.
 12 Condition one is a two year landscaping
 13 performance bond for 110 percent of the value of
 14 landscaping and irrigation.
 15 Number two is construction and landscaping
 16 improvements must be initiated within 18 months of the
 17 effective date of this resolution.
 18 Number three, this development must receive a
 19 final Certificate of Occupancy from the City for all
 20 buildings and units approved within five years of the
 21 approval.
 22 Number four, all future advertising must
 23 state that the development is located in the City of
 24 Riviera Beach.
 25 Number five, once approved, this resolution

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1 shall supersede any previous site plan approval
 2 resolutions.
 3 Number six, City Council authorizes City
 4 staff to approve future amendments to this site plan
 5 administratively so long as the site plan does not
 6 deviate greater than five percent from the originally
 7 approved site plan.
 8 So we do have representatives from Riviera
 9 Beach Housing Authority. Mr. Hurt is present, as well
 10 as Ms. Zolezzi from Wantman Group. So at this point,
 11 we could open the floor to the applicant or Board
 12 comments, whatever the Board desires.
 13 CHAIR JAMES: The applicant can come up, if
 14 they wish.
 15 MS. ZOLEZZI: Good evening. I'm Lynn Zolezzi
 16 with Wantman Group, and I'm here representing Housing
 17 Group. We do have a PowerPoint presentation for you.
 18 We will keep it brief, as we know you've been here
 19 already for quite a while.
 20 CHAIR JAMES: Yes, seems like it's getting
 21 colder too.
 22 MS. ZOLEZZI: We'll make it very brief.
 23 CITY MANAGER EVANS: We do that on purpose.
 24 CHAIR JAMES: To get us out of here? Well,
 25 Mr. McCoy has coffee, so --

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1 MS. ZOLEZZI: So as mentioned by Jeff, this
 2 is an approval for 101 senior living units. The
 3 architecture is, we feel it is a superior design. This
 4 project has always been an affordable housing
 5 development. The site has always been for affordable
 6 housing.
 7 It's compatible with the community. We've
 8 actually had a neighborhood meeting. We've reached out
 9 to the community. We've met with the leasing team at
 10 Spinnaker (inaudible). We've talked to some of the
 11 residents over in Congress Lakes. We've given them all
 12 flyers from their meeting. So we have reached out to
 13 the community. We've received positive response on the
 14 project.
 15 A little history on the site. It was
 16 formerly the Ivey Green Village site. There was
 17 hurricane damage in 2004, so it was demolished in 2008.
 18 But it has always been owned by Riviera Beach Housing
 19 Authority and there was always a plan to put affordable
 20 housing back on this site.
 21 This shows you a graphic of the site plan.
 22 As Jeff, we think that it's a little bit easier to see
 23 this graphic than the black and white. But phase one
 24 is, again, 101 senior units. It's right around the
 25 lake, so there's going to be amenities. It's going to

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1 be a gated community. There will be security.
 2 This is the project overview. We have 81
 3 one-bedroom units, and the rental rate is going to be
 4 709, projected. It is age restricted, 62 years and
 5 older only. We have 20 two-bedroom units, and again,
 6 the price is 859.
 7 Again, this is going to be a nice
 8 development. There's going to be a plethora of
 9 amenities. We have a walking trail, we have a swimming
 10 pool, exercise room. It's going to be a nice
 11 community.
 12 There's many safety issues that we've
 13 addressed. We have 24 hour surveillance. We have a
 14 gated, controlled access. We have professional site
 15 management, and we think that's very important to keep
 16 this area nice and to have a very secure community.
 17 There's energy efficiency. And the graphics, I think,
 18 they tell the story that this is going to be a well
 19 maintained community. It's an improvement to a vacant
 20 site in this community. You can see the north
 21 entrance, south entrance, lake features.
 22 And that's pretty much it. So we're here to
 23 answer any questions you have. We have Housing Trust
 24 Group, and we have also John Hurt from Riviera Beach
 25 Housing Authority.

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1 CHAIR JAMES: Thank you. We just have one
 2 public comment card on this item, and that's Mary
 3 Brabham.
 4 MS. BRABHAM: Ms. Mary Brabham, Riviera
 5 Beach.
 6 I would just like to say that we are glad to
 7 see that this project here is moving on. Over on that
 8 corridor we all know that that was a senior living
 9 facility, and we know that it has been a long time
 10 coming. So hopefully that we can proceed forward on
 11 this project.
 12 And if I remember, I would like to also know
 13 too that how many units were to be set aside for the
 14 veterans? Was the veterans supposed to also utilize,
 15 you know, a component of this building project? So I
 16 would like that question also answered.
 17 And I think from what I can remember, this is
 18 the first phase of it for 101 units, with the age limit
 19 being 55 plus, single family. This is the first phase
 20 of it. So is there any other phase that also
 21 incorporated the veterans? Because if I remember, it
 22 was a conversation about the veterans, setting aside
 23 some of those units for our veterans here in the City
 24 of Riviera Beach. So thank you.
 25 CHAIR JAMES: Thank you, Ms. Brabham.

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1 Applicant, can you clarify the age limits? I
 2 thought I saw on the side the age limit was 62 plus.
 3 MR. HURT: Good evening. I'm John Hurt from
 4 the Riviera Beach Housing Authority. Phase one, we
 5 have set the age limit at age 62 years of age and
 6 older, okay? It is a mixed income community, a
 7 residential community. Heron Estates, as it will be
 8 named, will no longer be identified as a public housing
 9 site. It's an affordable residential community. Phase
 10 one is designed for the seniors.
 11 To the question, phase two is 79 units of
 12 residential housing. We anticipate we will have a
 13 veterans preference. Veterans will get a higher
 14 priority in admissions to that phase two, which is a
 15 family development of one, two and three bedroom units.
 16 CHAIR JAMES: Okay.
 17 MR. HURT: If you have any other questions,
 18 we have our co-development partners here of the Housing
 19 Trust Group, Mr. Finnie.
 20 CHAIR JAMES: Hi.
 21 MR. FINNIE: Good evening. Bryan Finnie of
 22 the Housing Trust Group, Vice President of Development.
 23 Am I answering questions?
 24 CHAIR JAMES: Oh, okay. Well, we'll go into
 25 Board comments, and then if they have anything, we'll

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1 call you up.
 2 Okay, Ms. Shepherd.
 3 MS. SHEPHERD: Madam Chair, thank you.
 4 Mr. Hurt, may I ask you one question while
 5 it's on my brain?
 6 MR. HURT: Yes, ma'am.
 7 MS. SHEPHERD: I know you said it was 62.
 8 MR. HURT: Sixty-two years of age and older.
 9 MS. SHEPHERD: Okay. First let me thank
 10 Mr. Hurt. I was the second to the last person that
 11 lived in Ivey Green, and I thank you for allowing me to
 12 volunteer and show my pictures.
 13 But Mr. Hurt, if I remember, while I was
 14 there, if there was a vacancy and someone came there
 15 that was like 55, 56 or whatever and they came with a,
 16 I think like abuse or whatever, they would allow them
 17 to come in at an early age. Will the Riviera Beach
 18 Housing Authority up under your (inaudible) consider
 19 that particular scenario?
 20 MR. HURT: I think in our management plan as
 21 we will develop for the senior building, it will
 22 certainly be a consideration for some handicapped and
 23 disabled families that may be less than 62 years of age
 24 or under. That would be a consideration. However, in
 25 our application we did design it for age 62 years of

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1 age and older. So there may be exceptions.
 2 Mr. Finnie just reminded me that this is a
 3 mixed income community. We will have some project base
 4 vouchers in there to assist in assisting those families
 5 of lower income and in those project based units.
 6 Because they are subsidized by HUD, then they will be
 7 available to handicapped and disabled families under
 8 the age of 62 years of age. So the threshold would, at
 9 that point, be 55, yes, ma'am.
 10 MS. SHEPHERD: So you will be opening up to
 11 that criteria.
 12 Number two, I can't quite remember, but was
 13 there supposed to be a pool put in there, or am I
 14 getting the retention pond mixed up with the pool? Can
 15 you clarify?
 16 MR. HURT: Perhaps if we could go back,
 17 there's both a lake feature, which is a retention
 18 pond --
 19 MS. SHEPHERD: Okay.
 20 MR. HURT: -- and in addition to that, there
 21 is a pool with a spa.
 22 MS. SHEPHERD: It's a spa.
 23 MR. HURT: A pool and a spa.
 24 MS. SHEPHERD: And a spa, okay.
 25 MR. HURT: And a spa, yes, ma'am.

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1 MS. SHEPHERD: One more thing. I think, if
 2 my memory serve me well, did we talk about having like
 3 a weight room or a sauna? I'm not quite sure. I think
 4 we talked about, or you talked about it.
 5 MR. HURT: I and our Board has had a lot of
 6 discussion about the amenities in the building. At
 7 this point in time we will have a community room, we
 8 will have laundry facilities in the building along with
 9 the pool. There's been discussion as to allowable
 10 space for an exercise room as well.
 11 MS. SHEPHERD: Okay. I'm trying to refresh
 12 my memory.
 13 MR. HURT: Yes, ma'am.
 14 MS. SHEPHERD: Will you have security and
 15 cameras on that property since you have seniors that
 16 will be occupying that particular building?
 17 MR. HURT: Yes. Yes, ma'am, it will be a
 18 controlled access building, okay? Once we complete the
 19 entire site, we will have a controlled access gated
 20 community, and upon the final completion of phase two,
 21 we will have a manned guardhouse at the main entry.
 22 MS. SHEPHERD: Okay. And another question --
 23 about to lose my mind here thinking about it. Oh, I
 24 know; I know. Talking about the hurricane season,
 25 someone was very clear at is that building going to be

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1 hurricane safe with the hurricane windows?
 2 MR. HURT: We will comply with all required
 3 codes for the building. We would --
 4 MR. FINNIE: Hurricane resistant
 5 construction.
 6 MR. HURT: Thank you.
 7 MR. FINNIE: Yes. The answer is yes.
 8 MS. SHEPHERD: Okay. All right, I think
 9 that's all I can remember.
 10 MR. HURT: Well, thank you. Thank you,
 11 Ms. Shepherd --
 12 MS. SHEPHERD: Thank you.
 13 MR. HURT: -- and thank you for your
 14 continued support.
 15 MS. SHEPHERD: Thank you, Mr. Hurt.
 16 CHAIR JAMES: Mr. Blackwell.
 17 MR. BLACKWELL: No comment.
 18 CHAIR JAMES: Okay, Mr. Brown.
 19 MR. BROWN: No questions.
 20 CHAIR JAMES: Mr. Gallon.
 21 MR. GALLON: I have one question. What took
 22 so long?
 23 MR. HURT: You're asking me? We certainly --
 24 we've been here six years and working with the Board of
 25 the Riviera Beach Housing Authority. Trying to

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1 initiate the redevelopment of that site has had its
 2 challenges. We are fortunate at this point in time to
 3 have partnered with the Housing Trust Group and to be
 4 able to bring a funding, a financial plan together that
 5 we can get phase one done. And we're working steadfast
 6 on getting phase two done. Developing affordable
 7 housing in the state of Florida, in the county of Palm
 8 Beach has its challenges.
 9 MR. FINNIE: Again, this is Bryan Finnie from
 10 the Housing Trust Group.
 11 I just have to take this opportunity, because
 12 you did open the door. We're proud of where we are
 13 right now. We've got this project funded and we expect
 14 to close late summer, early as fall.
 15 But I will say that because of the changes in
 16 Washington, resources that were available may not
 17 always be available, so we need as much help as
 18 possible to get through the approval process so we can
 19 close this thing before anybody decides to change
 20 budgets or make those changes that we anticipate are
 21 coming but not quite here yet. So please pray for us,
 22 because I don't want to come back and say that we
 23 missed the boat because we did not do this as soon as
 24 possible. I had to take that opportunity.
 25 CHAIR JAMES: Good to know.

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1 MS. SHEPHERD: All right.
 2 CHAIR JAMES: Were you talking about the
 3 Sadowsky housing?
 4 MR. FINNIE: I'm talking --
 5 CHAIR JAMES: All of it.
 6 MR. FINNIE: I'm talking about Tallahassee
 7 and I'm talking about Washington.
 8 CHAIR JAMES: Okay. Thank you, Mr. Finnie.
 9 Mr. -- oh, Mr. Kunuty, did I skip over you?
 10 MR. KUNUTY: Yes, you did.
 11 CHAIR JAMES: I'm so sorry.
 12 MR. KUNUTY: That's all right. Don't worry
 13 about it.
 14 I just have a couple of questions. Would you
 15 consider this a government/private business, joint
 16 venture kind of a project?
 17 MR. HURT: This is certainly a public/private
 18 partnership.
 19 MR. KUNUTY: Okay. And the Wantman Group is
 20 the public?
 21 MR. HURT: No, the Riviera Beach Housing
 22 Authority is the public.
 23 MR. KUNUTY: Okay. Now, they're the owners
 24 of the land, but --
 25 MR. HURT: That's correct.

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1 MR. KUNUTY: -- you're buying the land from
 2 them?
 3 MR. HURT: We're leasing the land to the
 4 development entity.
 5 MR. FINNIE: The developer for the project is
 6 the Housing Trust Group. We're leasing -- oh, sorry.
 7 The developer for the project is the Housing Trust
 8 Group. The Housing Trust Group is in joint venture
 9 with the Riviera Beach Housing Authority. The Wantman
 10 Group is our consultant that we hired to help us with
 11 the land use planning and getting items ready for
 12 approval, for permits, you know, like land use items.
 13 MR. KUNUTY: Okay, understood. So do our
 14 residents of Riviera Beach get any preferential
 15 treatment, or is this -- to this housing, or is it kind
 16 of first come, first served?
 17 MR. HURT: Absolutely Riviera Beach residents
 18 will have a priority.
 19 MR. KUNUTY: Okay.
 20 MR. HURT: And in addition to that, former
 21 residents of the Ivey Green Village senior building
 22 will have preference.
 23 MR. KUNUTY: Okay. I'm impressed with the
 24 project, and you know, I have no other questions.
 25 MR. HURT: Thank you.

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1 MR. KUNUTY: Good luck with it.
 2 MR. HURT: Thank you.
 3 CHAIR JAMES: Mr. Blackwell, did I get you?
 4 MR. BLACKWELL: Yes.
 5 CHAIR JAMES: Okay, good.
 6 MR. BLACKWELL: I had no comments.
 7 CHAIR JAMES: Vice Chair McCoy.
 8 VICE CHAIR McCOY: Yes, I was looking at your
 9 site plan. Is there a new ingress?
 10 MR. HURT: We plan to apply.
 11 MS. ZOLEZZI: Yes, there's a new ingress off
 12 of -- yes, I'll bring it up. It's right here.
 13 Do you have a pointer?
 14 (Discussion held off the record.)
 15 MS. ZOLEZZI: Right here. This is -- sorry,
 16 I'm used to a pointer. Right there. Yes, that's the
 17 new ingress right here. Currently the ingress is off
 18 of 17th Court, which is south of the subject property.
 19 That's the existing ingress. But the one that is in
 20 the middle, just in the middle right there, that's the
 21 proposed new ingress, and that does meet traffic
 22 standards.
 23 VICE CHAIR McCOY: And is it both ingress and
 24 egress? It's kind of --
 25 MS. ZOLEZZI: It is ingress and egress. It's

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1 hard to tell. The tree in the middle is the median,
 2 the tree in the middle. Let me use this.
 3 VICE CHAIR McCOY: In both --
 4 MS. ZOLEZZI: Right here; right here. It's
 5 ingress this way, and it's egress.
 6 VICE CHAIR McCOY: Right, so is there a
 7 security? Is there like a security --
 8 MS. ZOLEZZI: Card reader; card reader.
 9 There will be a card reader at that gate, and then
 10 there'll be a security officer at the southern
 11 entrance. The southern is the main entrance; the
 12 southern is the main entrance, which is right here.
 13 That's the main entrance, and that'll have a security
 14 gate. And when it's totally built out, it will have --
 15 it will be manned.
 16 VICE CHAIR McCOY: So is that not the first
 17 phase?
 18 MS. ZOLEZZI: You're going to have to answer
 19 that for me. The structure is part of the first phase.
 20 You're going to have to answer the manned --
 21 MR. HURT: The structure is part of the first
 22 phase. It will be manned upon the completion of the
 23 entire site. And the new entry is residents; it's
 24 planned for resident only entries.
 25 MS. ZOLEZZI: Right. And the main entrance

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1 will be card reader until it is manned.
 2 VICE CHAIR McCOY: And is the Wantman Group
 3 responsible for the architecture here?
 4 MS. ZOLEZZI: It's another consultant. It
 5 was David Lawrence. And we're responsible for
 6 engineering, site planning, permits, anything,
 7 everything else.
 8 VICE CHAIR McCOY: Okay. All right --
 9 MS. ZOLEZZI: Landscape. We're responsible
 10 for landscape architecture too, which it will be nice
 11 landscaping also. It's going to be a quality project.
 12 VICE CHAIR McCOY: Sure. Thank you.
 13 MR. FINNIE: And excuse us. With us, we have
 14 Jason Larson of the Housing Trust Group, so if you want
 15 to blame anybody for the architecture, you can blame
 16 him.
 17 VICE CHAIR McCOY: It's different, you know.
 18 MR. LARSON: Yes, it was different.
 19 VICE CHAIR McCOY: It's definitely different.
 20 MR. LARSON: Hi. I'm Jason Larson with the
 21 Housing Trust Group.
 22 And yes, David Lawrence is an architect that
 23 does a lot of work in the county and had a relationship
 24 with that Riviera Beach Housing Authority. And so we
 25 decided to stick with him, and I think he did a very

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1 good job. Something, yes, a little different on the
 2 design, but modern design, and I think it will be well
 3 suited.
 4 VICE CHAIR McCOY: Thank you. And there
 5 wouldn't be a management company, it just would all be
 6 managed by Housing Authority, correct?
 7 MR. HURT: We will have a private management
 8 company. The Housing Authority -- well, this is not a
 9 Housing Authority site, okay?
 10 MR. FINNIE: I'm sorry. There will be a
 11 private managing company, but it will be a joint
 12 venture between the Housing Authority and HTG. So we
 13 will be the managing entity of the property.
 14 MR. HURT: Going forward, yes. We're in
 15 negotiations with that as we speak. The Housing
 16 Authority will be involved as an entity going forward
 17 because ultimately, with our partners, this being a tax
 18 credit property, once the tax credit is burned off in
 19 15 years, this project is scheduled to revert back to
 20 the Housing Authority as a permanent fixture in the
 21 community. So we, as the Housing Authority, early on
 22 want to get involved in the management and operations
 23 going forward, but I say transitional sort of
 24 initiative over time.
 25 VICE CHAIR McCOY: Sure. Okay, thank you.

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1 CHAIR JAMES: Thank you, Mr. McCoy.
 2 Ms. Shepherd, did you have another comment?
 3 MS. SHEPHERD: Yes, Madam Chair.
 4 While it's on my mind, Mr. Ron Lewis, who is
 5 one of the former managers here in the City of Riviera
 6 Beach -- you know, I'm getting kind of up there -- how
 7 does he fit into the equation.
 8 MR. HURT: Ron Davis, the former City Manager
 9 here at Riviera Beach has been involved in this project
 10 from the beginning. He's an integral part and
 11 partnership in this, and you will see him, you know,
 12 involved through this entire process.
 13 MS. SHEPHERD: Okay. Thank you, Madam Chair.
 14 CHAIR JAMES: Okay, if there's no further
 15 questions from the Board, do we have a motion?
 16 MR. GAGNON: Madam Chair, if I may, I just --
 17 I want to ask Ms. Shepherd a question just out of, I
 18 guess, caution.
 19 I know you mentioned before and you disclosed
 20 you'd volunteered with the Housing Authority. I don't
 21 know if there's any other potential conflicts
 22 whatsoever. It may be best to just recuse yourself
 23 from voting.
 24 MS. SHEPHERD: Well, may I clarify it? I
 25 thought about it. Volunteer is that I'm the only one

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1 that had pictures, and I'm the only one that had
 2 newspapers. So when Mr. Hurt and them that did not
 3 understand, I -- I had no say-so in anything.
 4 Volunteering is just giving them the pictures and the
 5 history of the City. But I had no sit-down to a table
 6 with them over nothing.
 7 MR. GAGNON: Okay. The only other portion
 8 that I would caution you on is any sort of financial
 9 transaction could be viewed, even the perception of a
 10 conflict, not to say that there is a conflict, however,
 11 any sort of current residential situation, any --
 12 MR. HURT: If I may, if I may for disclosure,
 13 I would, for disclosure purposes, say that Ms. Shepherd
 14 is a resident in one of our neighborhood stabilization
 15 program houses that we own. It is not a public
 16 housing, nor is it affiliated with this project in any
 17 way. She happens to be a resident of one of the few
 18 houses, affordable houses that we have in the City of
 19 Riviera Beach.
 20 MR. GAGNON: Again, I will let Ms. Shepherd
 21 be the ultimate decision making authority on this,
 22 however, even the perception of a conflict -- and
 23 again, I just want to caution you, Ms. Shepherd, that
 24 it just may be best to recuse yourself from --
 25 MS. SHEPHERD: Once again, Jeff, let me

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1 clarify for the community.
 2 MR. GAGNON: Yes, ma'am.
 3 MS. SHEPHERD: I have had no dialogue with
 4 the City of Riviera Beach Housing Authority. When I go
 5 into the meetings, I sit to the back. I don't sit to
 6 the table. I give no input, only the pictures and the
 7 newspapers. But if it would clear the air, if it will
 8 clear the air with any type of perception that I have
 9 any dealings -- I have no dealings, but I will recuse
 10 myself, Madam Chair.
 11 CHAIR JAMES: From the voting?
 12 MS. SHEPHERD: Yes, from the voting.
 13 CHAIR JAMES: Okay.
 14 MS. SHEPHERD: But I want the public to know
 15 I haven't been in a while. That's why I keep asking
 16 questions, to refresh my memory. And still, the
 17 pictures are what tells the story. Also, on, I think,
 18 Channel 18 there was a little segment of me showing the
 19 property where I live.
 20 So absolutely I have nothing to do with it,
 21 never spoke in those meetings, only to say what I
 22 thought was wrong with my property and also the
 23 pictures, which I think I showed Mr. Evans. And
 24 anybody that want to know, I have the only pictures
 25 when the Housing Authority went down.

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1 But to make you comfortable, Jeff --

2 CHAIR JAMES: So noted, Ms. Shepherd. It's

3 noted for the record.

4 MS. SHEPHERD: Okay, thank you.

5 CITY MANAGER EVANS: And also, Ms. Shepherd,

6 if we can make sure that you file the appropriate

7 paperwork for recusing yourself from this particular

8 vote, because that needs to be filed with the

9 appropriate entity. So staff will make sure that you

10 get that.

11 MS. SHEPHERD: No problem. Thank you.

12 CHAIR JAMES: Okay, so is there a motion for

13 item A?

14 MR. BLACKWELL: Yes, Madam Chair.

15 CHAIR JAMES: Yes, Mr. Blackwell.

16 MR. BLACKWELL: I move that we accept and

17 more forward with the Riviera Beach Housing project and

18 with the caveat that this seven conditions also be

19 included. Seven or six? Excuse me, strike that. Six

20 special conditions.

21 VICE CHAIR McCOY: Second.

22 CHAIR JAMES: Roll call.

23 MR. VELASQUEZ: Anthony Brown.

24 MR. BROWN: Yes.

25 MR. VELASQUEZ: James Gallon.

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1 MR. GALLON: Yes.

2 MR. VELASQUEZ: Edward Kunity.

3 MR. KUNUTY: Yes.

4 MR. VELASQUEZ: Corey Blackwell, Sr.

5 MR. BLACKWELL: Yes.

6 MR. VELASQUEZ: Tradrick McCoy.

7 VICE CHAIR McCOY: Yes.

8 MR. VELASQUEZ: Rena James.

9 CHAIR JAMES: Yes.

10 MR. VELASQUEZ: Unanimous voting. Motion

11 approved.

12 CHAIR JAMES: Okay, item B.

13 MR. HURT: Thank you very much. I would also

14 like to note we have one of our Board of Commissioners

15 meeting -- Board of Commissioners in attendance,

16 Mr. Horace Towns, who is the newest member to our Board

17 of Commissioners.

18 CHAIR JAMES: Welcome.

19 MR. TOWNS: Thank you.

20 MR. GAGNON: Under new business, letter B, a

21 resolution of the City Council of the City of Riviera

22 Beach, Palm Beach County, Florida approving the Heron

23 Lakes Senior Center plat from the Riviera Beach Housing

24 Authority, approximately 15.37 acres in size,

25 identified by parcel control number

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1 56-43-42-31-01-000-0010, located west of Congress

2 Avenue, and providing for an effective date.

3 So this plat is in conjunction with the site

4 plan that was just viewed by the Board. It's the same

5 location map that was provided previously. And really,

6 it's just what we consider a boundary plat which would

7 make this one unified parcel for development to

8 continue in the future.

9 So City staff advises that the P & Z review

10 and consider the information presented and provide a

11 recommendation to City Council.

12 CHAIR JAMES: Okay. There are no public

13 comment cards for this item, so we're going to move

14 right into Board comments.

15 Ms. Shepherd.

16 MS. SHEPHERD: This is --

17 CHAIR JAMES: This is comments, so if you

18 have a Board comment, this not a vote.

19 MS. SHEPHERD: Oh. No, no comment.

20 CHAIR JAMES: Okay. Mr. Blackwell.

21 MR. BLACKWELL: No comment.

22 CHAIR JAMES: Mr. Kunity.

23 MR. KUNUTY: No comment.

24 CHAIR JAMES: Mr. Brown.

25 MR. BROWN: It's probably insignificant, but

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1 on the first sheet of the plat on the section one, line

2 four, it's inconsistent. I think that should be

3 corrected.

4 MR. GAGNON: It's section one?

5 MR. BROWN: Section one, line four.

6 MR. GAGNON: Section one, line four. And I

7 know you do have expertise in the plat field --

8 MR. BROWN: Yes.

9 MR. GAGNON: -- so I would definitely adhere

10 to that advice. And what we'll do is prior to final

11 execution of the plat, we'll make sure the third party

12 plat review is finalized and also all entities from the

13 City will sign off on the final plat. So thank you for

14 noting that.

15 CHAIR JAMES: Yes, thank you, Mr. Brown.

16 Mr. Gallon.

17 MR. GALLON: No comment.

18 CHAIR JAMES: There's no comments from myself

19 as well. Is there a motion?

20 MR. KUNUTY: So moved that we approve it with

21 staff recommendations.

22 MR. BLACKWELL: Second.

23 MR. GAGNON: Just for the record, because

24 it's a similar item, similar entity -- same entity, to

25 be clear, prior to calling the roll, will you be

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1 recusing yourself once again, Ms. Shepherd?
 2 MS. SHEPHERD: Madam Chair, I will be
 3 recusing myself.
 4 CHAIR JAMES: Thank you, Ms. Shepherd.
 5 MR. GAGNON: Thank you very much.
 6 MR. VELASQUEZ: Anthony Brown.
 7 MR. BROWN: Yes.
 8 MR. VELASQUEZ: James Gallon.
 9 MR. GALLON: Yes.
 10 MR. VELASQUEZ: Edward Kunity.
 11 MR. KUNUTY: Yes.
 12 MR. VELASQUEZ: Corey Blackwell, Sr.
 13 MR. BLACKWELL: Yes.
 14 MR. VELASQUEZ: Tradrick McCoy.
 15 VICE CHAIR McCOY: Yes.
 16 MR. VELASQUEZ: Rena James.
 17 CHAIR JAMES: Yes.
 18 MR. VELASQUEZ: Unanimous voting. Motion
 19 approved.
 20 CHAIR JAMES: Okay, on item C.
 21 MR. GAGNON: So item C, as I scroll down,
 22 it's an ordinance of the City Council of the City of
 23 Riviera Beach, Palm Beach County, Florida amending
 24 Chapter 10 of the City's Code of Ordinances entitled
 25 "Licenses and Business Regulations," Article VIII,

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1 entitled "Mobile Vendors," to amend existing
 2 regulations and to create new regulations for mobile
 3 vendor uses within the city, providing for conflicts,
 4 severability and codification, and providing for an
 5 effective date.
 6 I also wanted to be sure that we did receive
 7 comments from Mr. Brown on the language. I do
 8 appreciate that. So I did want to pass out that
 9 e-mail. It was passed out. So there was a few items
 10 that were noted, so we can kind of use that as a
 11 jump-off point, or at least reference that as we go
 12 through the language.
 13 So this is a City initiated code amendment
 14 process, and we've found throughout the years that the
 15 perception for mobile vendors and what's currently
 16 desired in the form of food trucks and other type of
 17 food capabilities or having different food options
 18 available to the public has changed over the past ten
 19 years or so.
 20 Historically, there was a mobile vending
 21 ordinance that was approved back in 2009, which, in
 22 essence, restricted the location for mobile vendors
 23 within the city itself. What this ordinance does is
 24 reconsider the mobile vending use, and specific
 25 locations of that use could be approved within the

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1 city. Specifically, it identifies certain sections of
 2 the city along Blue Heron Boulevard and also along
 3 Broadway and also encompasses the City's marina uplands
 4 as well.
 5 So at this point, I don't know if it would
 6 please the Board to look through the ordinance
 7 provisions line by line, if you just want to open it up
 8 to general comments or conversation, whatever pleases
 9 the Board.
 10 VICE CHAIR McCOY: I have one question,
 11 Mr. Gagnon.
 12 Madam Chair.
 13 CHAIR JAMES: Go ahead.
 14 VICE CHAIR McCOY: Is there an actual, I
 15 guess a GIS mapping or something of that, sort of the
 16 overlay?
 17 MR. GAGNON: An overlay for mobile vendors?
 18 VICE CHAIR McCOY: Well, for this district.
 19 MR. GAGNON: I don't believe a map has been
 20 created at this point to identify geographically where
 21 changes would occur. It's something that could be
 22 done.
 23 VICE CHAIR McCOY: Okay.
 24 And Madam Chair, if I may?
 25 CHAIR JAMES: Jump right in.

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1 VICE CHAIR McCOY: My next question was the
 2 moratorium that exists currently on the Blue Heron and
 3 Broadway corridor, that wouldn't impact this, would it?
 4 MR. GAGNON: I believe that moratorium's for
 5 site plan applications. So to move forward with mobile
 6 vending, it's typically just a permit that's required,
 7 so it's not a full site plan application process. So I
 8 don't believe that that moratorium would impact mobile
 9 vending.
 10 VICE CHAIR McCOY: Okay, so the moratorium is
 11 for site plan.
 12 MR. GAGNON: I believe that's the language in
 13 the moratorium, yes, sir.
 14 VICE CHAIR McCOY: Okay.
 15 CHAIR JAMES: Okay, and Jeff, I guess if you
 16 could just read what's the now proposed language.
 17 MR. GAGNON: So the new language contemplates
 18 the creation of different districts, so the Blue Heron
 19 civic district and the Broadway commercial district.
 20 So that language is provided, underlined on the screen
 21 currently.
 22 What it does is it really focuses on the
 23 roadway itself and then expands from there that 200
 24 foot radius to encompass other parcels within that
 25 area. So if you had a parcel within that defined area,

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1 you'd be able to potentially have mobile vending uses
 2 occur according to these new ordinance amendments and
 3 the new regulations proposed.
 4 There's discussion of also providing a
 5 definition for a manufactured metal facility. It's
 6 becoming more prevalent to utilize metal type of
 7 facilities for mobile vending uses. So historically,
 8 we haven't had a definition for that, so this amendment
 9 would provide a definition for these metal facilities.
 10 So letter (m), it describes those specific
 11 districts along Broadway and the Blue Heron district as
 12 far as the locations that mobile vending can occur.
 13 Additionally, there's specific conditions
 14 that need to be met, which are listed here, one, two,
 15 three and four.
 16 I don't know if there's any specific elements
 17 that the Board would like further information on within
 18 this section.
 19 CHAIR JAMES: I just have a quick question.
 20 The metal facilities, is there a size restriction or a
 21 size requirement?
 22 MR. BAILEY: Terrence Bailey, Director of
 23 Community Development. I worked on this a little bit
 24 with Jeff.
 25 There is a size requirement in this

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1 regulation, and I believe it's further down, because we
 2 did get specific on the size of the facility.
 3 Obviously, they can't be large buildings. No mobile
 4 vending shall be larger than 40 feet long and 20 feet
 5 wide unless it's approved by the City Council. So
 6 basically, after that size, you're kind of getting into
 7 the site plan arena where it would trigger a lot more
 8 criteria other than a -- something a little bit smaller
 9 than that.
 10 CHAIR JAMES: Okay, thank you, Mr. Bailey.
 11 MR. GAGNON: So this is identifying specific
 12 hours of operation for mobile vendors within these new
 13 districts that are created. So again, we want to both
 14 provide flexibility for the vendors and potential uses,
 15 but also consider the fact that, you know, these are
 16 more or less mixed use areas, so we want to be
 17 sensitive to other potential conflicts that may arise.
 18 So we were cognizant of that when these hours were
 19 created.
 20 You know, more specifically, number two, it
 21 prohibits operation between midnight and six in the
 22 morning for mobile vendors.
 23 And also, number three, which is similar to
 24 language that currently exists where the mobile vending
 25 unit needs to be removed from site during hours of

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1 non-operation. So that way you can't have a mobile
 2 vending unit that really just sits there as a permanent
 3 structure.
 4 So this is really structure within the code
 5 that allows the City to really take action if there is
 6 not compliance with this section. So we just want to
 7 make sure that these mobile units are exactly that and
 8 not permanent structures.
 9 VICE CHAIR McCOY: Mr. Gagnon.
 10 If I may, Madam Chair?
 11 CHAIR JAMES: Yes.
 12 VICE CHAIR McCOY: So the technical things
 13 that I think was pointed out by Mr. Brown, that's going
 14 to be taken care of administratively before it goes on
 15 to --
 16 MR. GAGNON: Within the e-mail?
 17 VICE CHAIR McCOY: Yes.
 18 MR. GAGNON: Yes, any sort of language
 19 conflicts or typos or anything like that we'll be sure
 20 to correct prior to advancing it.
 21 VICE CHAIR McCOY: Okay. Now, just a couple
 22 questions. Number one, related to alcohol, is there
 23 anything that prohibits these mobile vendors from
 24 selling alcohol? And if not, would we require --
 25 because here's two things that I'm thinking.

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1 Number one, should it be prohibited, the sale
 2 the alcohol out of mobile vending units? And
 3 secondly -- obviously, if they're selling alcohol, they
 4 need to have some sort of, I guess, a license for it.
 5 And secondly, is there -- should it be within --
 6 probably not, but should it -- I guess my question is
 7 should there be some sort of regulations on if this is
 8 an event, a food truck event or a festival, if they're
 9 allowed to sell alcohol, there's a special permit
 10 that's required?
 11 So that's my concern. I don't think I've
 12 seen it here. But certainly I don't know if it would
 13 potentially create a conflict with the CRA in how at
 14 least the current restaurant that's there being -- I
 15 don't know if the lease has like a no compete clause or
 16 something like that, or the City can't lease any space
 17 within the marina district to a business that's selling
 18 the same product. So, you know, when I look at it,
 19 those are my concerns.
 20 And I know what a food truck is. I just was
 21 a little confused when it actually spoke of the
 22 shipping containers. And I mean is these actual -- I
 23 mean is these containers?
 24 So I mean those are my questions, and I'm --
 25 you know, it does seem pretty technical, and I trust

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1 that these things can be addressed administratively.
 2 But those kind of are my concerns. And nothing major,
 3 but I would, you know, hope --
 4 MR. GAGNON: I'm not 100 percent aware of any
 5 sort of noncompete clause within the CRA, at least with
 6 the existing restaurant that was referenced. I would
 7 think that being the intent of having multiple
 8 restaurants in that area, that probably some of that
 9 does not exist.
 10 But to respond to your question in regards to
 11 alcohol sales, I think it's something that staff should
 12 look at carefully. And I think there may be a
 13 difference between, you know, a larger special event or
 14 festival versus just, you know, a food truck that's on,
 15 you know, a random corner along Broadway. So there's
 16 just a different level of scrutiny, security. It's
 17 just different. So I think your observation is
 18 accurate and on point. There would be a State license
 19 for any sort of alcohol sales that would be required as
 20 well.
 21 VICE CHAIR McCOY: There would be?
 22 MR. GAGNON: Yes.
 23 VICE CHAIR McCOY: Okay. Now, I may be
 24 missing it, but I've never heard of Broadway commercial
 25 district and Blue Heron civic district. How is that

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1 going to be outlined or defined?
 2 MR. BAILEY: I'm not sure if -- I had to step
 3 out for a moment. I'm not sure if Jeff mentioned it,
 4 but this request initially came from the CRA to allow
 5 flexibility that did not currently exist in the code
 6 for mobile vending near the marina.
 7 We initially contemplated using the verbiage
 8 of the marina district. But that verbiage and area is
 9 specifically defined at the marina, which required us
 10 to create new districts with new specific names so they
 11 would not be confused with the existing marina
 12 district. And they are defined here in this code, in
 13 essence, along the Broadway civic district.
 14 But the Blue Heron civic district and the
 15 Broadway commercial district are basically Broadway,
 16 and there's a start and stop, as defined in here, with
 17 the 200 foot buffer on either side. So the length of
 18 the segment of road, Broadway and Blue Heron, are
 19 defined in their definition, and then the width of 200
 20 feet.
 21 Because some of the parcels on those roads
 22 are deeper and shallow, that'll give you a still -- you
 23 know, you're obviously fronting those roads. You'll
 24 have the ability to have parking and things like that.
 25 So it's sort of a narrow band along our two primary

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1 corridors where we have the majority of our traffic.
 2 VICE CHAIR McCOY: And I understand that, and
 3 I guess it was oversight by me. But it appears that it
 4 goes from Blue Heron and President Barack Obama Highway
 5 to North Ocean Avenue.
 6 MR. BAILEY: Yes. So you have Broadway from
 7 Obama all the way, and North Ocean is the light at the
 8 northwest corner of the Ocean Mall. So, you know, as
 9 it begins arcing around and you stop at the light
 10 there, that's North Ocean. So you have all of that
 11 segment of road, which will get you the ability to have
 12 these regulations in effect at the Ocean Mall, along
 13 Singer Island, here all along Blue Heron Boulevard, all
 14 the way to the west, and City Hall, where we are,
 15 stopping at Obama.
 16 Similarly, Broadway goes -- has its
 17 definitions on the north and south, and you have that
 18 200 foot on either side in order to -- where you could
 19 potentially place a mobile vending location.
 20 VICE CHAIR McCOY: Okay. And I guess the use
 21 of these containers doesn't have to be associated with
 22 any event specific to the marina, correct, so if
 23 someone at the Wells Recreation Community Center over
 24 here wants to do something --
 25 MR. BAILEY: Right. So understand that there

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1 are a lot of -- the food truck sort of popularity, it
 2 takes a lot of forms. We call them food trucks, but
 3 some of them are pull-behinds, some are these --
 4 they're very different. And that's why we didn't use
 5 the words shipping container, because they're doing a
 6 lot of very creative things with the metal fabrication.
 7 So we went with a little bit more generic term that
 8 would encompass a lot more different options in the way
 9 how food and other vending is currently being done at a
 10 lot of sites.
 11 So I understand that it may be a little
 12 confusing, but in order to capture all the different
 13 options that are sort of out there, we used a little
 14 bit more generic term that would capture -- yes, a
 15 shipping container would qualify, but so would the
 16 different kind of pull-behinds that are sort of
 17 prefabricated and homemade or things of that nature as
 18 well in that definition.
 19 VICE CHAIR McCOY: Like a hot dog cart.
 20 CHAIR JAMES: Yes.
 21 MR. BAILEY: Technically, a hot dog cart
 22 would fall into that definition. But again, we've also
 23 put a lot of other requirements and regulations in
 24 there to sort of box in what we generally expect.
 25 VICE CHAIR McCOY: And do we require a

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1 business tax receipt if they're just here for the
 2 weekend?
 3 MR. BAILEY: Yes. Again, all of the other
 4 normal business operational items to operate within the
 5 City still qualify, similar to your question about
 6 alcohol. All the other State, Federal requirements and
 7 City requirements for alcohol all qualify. This is
 8 more of we already have a vendor -- a mobile vending
 9 criteria and legislation. This will give a little bit
 10 more flexibility and allow us to be more similar to
 11 other communities.
 12 In addition, I'd take this opportunity to say
 13 we approach this more from an economic development
 14 perspective, because to find two or three million
 15 dollars for some of our local food providers to get a
 16 brick and mortar restaurant may be unobtainable. But
 17 some of these other type of delivery vehicles, where
 18 they can get going with lesser capital improvements and
 19 the City working with them on truing up their menu,
 20 getting ready and building up some capital to then get
 21 a fixed business, that is a little bit more in line
 22 with the model that we're seeing today in a lot of food
 23 and other retail vending opportunities.
 24 So we see this as a great opportunity for our
 25 community to participate in the economy as the marina

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1 and Broadway and Blue Heron sort of take off.
 2 VICE CHAIR McCOY: Sure. But I guess I'm
 3 still at the business tax receipt.
 4 MR. BAILEY: Yes, they need a business tax
 5 receipt.
 6 VICE CHAIR McCOY: And I hear you, but the
 7 thing is if I'm running a business, and let's say I
 8 sell peanuts off of the back of my three wheel bicycle,
 9 every city that I stop in, I'm going to be expected to
 10 get a business tax receipt? I mean they're mobile, so
 11 you know.
 12 There's another portion here that says they
 13 must show -- a business tax receipt must be posted in a
 14 visible location. So if this is just a weekend thing
 15 or two day event, I mean do we go and require them to
 16 do a business tax receipt, or is there a special permit
 17 that's required? But you know, I think certainly if
 18 someone is just coming here because there's a festival,
 19 do we make them go through the whole arduous process of
 20 doing a business tax receipt, or is it more or less a
 21 special permit? And I just wanted to kind of make sure
 22 that there was a distinction between --
 23 MR. BAILEY: Yes, there is a distinction. We
 24 have an ordinance on special events, and there's a lot
 25 of legislation on that. And if the special event had

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1 the food trucks as part or a component of that special
 2 event, that would sort of be a little bit separate than
 3 this.
 4 This is a little bit more consistent and
 5 fixed. If you knew for season that you wanted to have
 6 a food truck at a specific location, you would apply
 7 through this new legislation and go through a
 8 permitting process that would also concurrently require
 9 you to have a business tax. If you knew you were going
 10 to come every weekend for 12 or 15 weekends, you're
 11 still going to need a business tax. So you're not --
 12 this does not address the business tax license because
 13 it's legislated in other place in our code.
 14 VICE CHAIR McCOY: Sure. And I'm just --
 15 because you're right, there's so many variations. And
 16 I'm even thinking about when you go to a construction
 17 site, the folks that pull up in a pickup truck that has
 18 this stainless steel container on the back, I mean do
 19 they require a license for that, because I just --
 20 MR. BAILEY: From my conversations with a lot
 21 of food truck vendors, because I eat at a lot of them,
 22 they are required to get business tax receipts in every
 23 city they operate in, because if, you know, the
 24 regulatory agency rolls up on that truck to get
 25 something to eat and they don't have this tax license,

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1 they're going to get questioned.
 2 And we also don't want people showing up in
 3 the city who we don't know who they are, we have no
 4 contact with and they're selling food to our community,
 5 and if something happens, we don't know who they are or
 6 how to catch up with them.
 7 VICE CHAIR McCOY: Okay.
 8 MR. BAILEY: So there is a mechanism and an
 9 intentionality behind why we do it.
 10 VICE CHAIR McCOY: Okay, fair enough.
 11 Thanks.
 12 MR. KUNUTY: Madam Chair.
 13 CHAIR JAMES: Yes, Mr. Kunuty, you're
 14 recognized.
 15 MR. KUNUTY: I'm just a little unclear on the
 16 shipping container. In here, I don't know exactly
 17 where, we say that a food truck needs to disappear at
 18 the end of the business day, and they can't spend --
 19 they can't permanently park there. So are we saying
 20 that the shipping container somehow gets retrofitted to
 21 be mobile?
 22 MR. BAILEY: Yes. They take shipping
 23 containers, they put them on axles and pull them.
 24 There are a lot of -- it may have started out as a 20
 25 by 40 shipping container, and then once they've chopped

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1 it, reformatted it, it's not what you think. That's
 2 one of the reasons why we didn't use the words shipping
 3 container, because they do a lot of, a lot of
 4 modifications to them.
 5 MR. KUNUTY: Yes, I know that they're using
 6 shipping containers and converting them into apartments
 7 and homes, okay, but I wasn't aware of that.
 8 The other question I had was on page two,
 9 restricted mobile vendor, a mobile vender offering only
 10 packaged foods, snow cones, raw produce or packaged ice
 11 cream from a mobile vending unit or a mobile auto
 12 dealer. So basically, and is -- these vendors can only
 13 sell prepackaged stuff? Because what I see in food
 14 trucks is they prepare the food right there, kind of
 15 cooked to order.
 16 MR. BAILEY: That's existing language, but
 17 it's a definition for a restricted mobile vendor. So
 18 if you say I'm a restricted mobile vendor, then you
 19 need to meet these criteria. So it's not necessarily
 20 universal, sir.
 21 MR. KUNUTY: Okay, thank you. So a food
 22 truck can pull up and prepare --
 23 MR. BAILEY: Yes, sir.
 24 MR. KUNUTY: -- a special order meal.
 25 MR. BAILEY: Yes, that is a traditional food

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1 truck model.
 2 MR. KUNUTY: Okay. All right, thank you. No
 3 other questions.
 4 CHAIR JAMES: Okay, was there anything else,
 5 Ms. Shepherd?
 6 MS. SHEPHERD: Madam Chair, yes.
 7 You're talking about the liquor. What is the
 8 big deal about the liquor? It kind of went over my
 9 head a little bit.
 10 MR. BAILEY: There was a question about
 11 liquor and whether this legislation spoke to liquor.
 12 And the answer was no. Liquor is regulated in other
 13 sections of the City Code, as well as the State and
 14 Federal level. So we didn't specifically speak to
 15 liquor in this existing ordinance and the
 16 modifications.
 17 MS. SHEPHERD: So they cannot -- what are you
 18 saying, they cannot sell liquor from the mobile trucks?
 19 Is that what you're saying?
 20 MR. BAILEY: No, what we're saying is that
 21 liquor is not specifically addressed in this ordinance,
 22 in the modifications to the ordinance.
 23 MS. SHEPHERD: Will it be addressed in the
 24 future? And I ask the question because down in West
 25 Palm Beach they have the Mobile Explosion, and I mean

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1 they sell liquor from those trucks. So are we going to
 2 limit the trucks that come into Riviera Beach from not
 3 selling liquor? Are we going to put -- you know,
 4 because a cold glass of beer or wine would go great
 5 with a hot dog.
 6 So now what are you saying? Are we going to
 7 put a hold on selling liquor, or are you going to look
 8 for it in the near future? Just how are you going to
 9 address this?
 10 MR. BAILEY: Well, I said we're not
 11 specifically addressing it because it's regulated in
 12 other locations. So if you have a license to sell
 13 liquor and could have sold liquor before under the
 14 current regulation, you still can. And so we're not
 15 doing anything to touch or restrict the ability to sell
 16 liquor, because it's already legislated in other
 17 locations in the City Code and at the State level.
 18 MS. SHEPHERD: Okay, let me try it again. So
 19 if a new truck come in and they want to sell liquor,
 20 they cannot sell liquor because they're not up under
 21 the auspice of a new -- what is it, a new law or -- I'm
 22 not getting it, I'm really not.
 23 MR. BAILEY: This ordinance, the current
 24 ordinance in its current fashion and the modification
 25 we're making don't talk about liquor at all.

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1 MS. SHEPHERD: They don't talk about it.
 2 MR. BAILEY: It does not talk about liquor at
 3 all, because liquor is regulated in other sections of
 4 the City Code.
 5 MS. SHEPHERD: Okay.
 6 MR. BAILEY: So if they have the license to
 7 sell liquor in West Palm and wherever else they may be
 8 doing it, and they come to Riviera Beach and apply, and
 9 all their documentation is in a row and it meets our
 10 ordinance, they could sell liquor. So we don't speak
 11 to it specifically in this ordinance.
 12 MS. SHEPHERD: Okay, I get you.
 13 Thank you, Madam Chair.
 14 CHAIR JAMES: Okay, are there any more Board
 15 comments?
 16 MR. BLACKWELL: Yes, Madam Chair, one.
 17 CHAIR JAMES: Okay.
 18 MR. BLACKWELL: I just looked up at the
 19 board, and you had -- you scrolled up or down. Anyway,
 20 it was reference to the amount of time that the mobile
 21 food unit can be in one place. Since we're reviewing
 22 this ordinance, is the 100 days, was that in the old
 23 ordinance, or is that something being proposed right
 24 now?
 25 MR. BAILEY: It's new in this section. I

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1 believe that there were conversations potentially about
 2 some fixed, potentially fixed vendors, and we came up
 3 with this. If you want to -- if there's a requester
 4 who wanted to be more fixed, it would have to go to
 5 City Council, and the CRA specifically in the marina.
 6 So what this would do, right now I believe
 7 there are two or three restaurant sites at the marina.
 8 In the event that you wanted to put a more permanent
 9 food truck or an entity that did not have to move, you
 10 don't necessarily go all the way through a site plan
 11 process, you would simply go to Council under the
 12 auspices of this sort of carve-out to say in the marina
 13 district we may want these here for the season, for 100
 14 days, but we're going to the City Council to let the
 15 City Council approve that and the CRA Board, not done
 16 at a staff level.
 17 MR. BLACKWELL: Okay.
 18 MR. BAILEY: So this just indicates that the
 19 staff will not be considering that. It's going to the
 20 City Council.
 21 MR. BLACKWELL: To the City Council, okay.
 22 Thank you.
 23 CHAIR JAMES: Any more Board comments?
 24 Okay, we're going to go into the public
 25 comments. There's two, Ms. Brabham and then Bonnie

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1 Larson.
 2 MS. BRABHAM: Ms. Brabham, Riviera Beach.
 3 I want you to look at page four of page nine.
 4 See, I see what's going on here. Bailey already said
 5 he incorporated this manufactured metal containers.
 6 Look at this section here where this ordinance here is
 7 integrated in this. Bailey precisely said he did this.
 8 Remember what we have said as a community base. He's
 9 already pushing these 24 storage chemical tanks --
 10 CHAIR JAMES: Ms. Brabham.
 11 MS. BRABHAM: -- on Broadway.
 12 CHAIR JAMES: Ms. Brabham, let's be
 13 respectful.
 14 MS. BRABHAM: Okay, I am.
 15 CHAIR JAMES: The hour is late.
 16 MS. BRABHAM: I am.
 17 CHAIR JAMES: Okay, thank you.
 18 MS. BRABHAM: -- and right in here where we
 19 go down here, where he included it in the mobile
 20 vendor.
 21 Now, the question too is we need to establish
 22 an overlay district, and this is not in here. Now,
 23 he's already said here within the Broadway commercial
 24 district and Blue Heron civic -- civil district, mobile
 25 operators and -- that word and is a conjunction --

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1 manufactured metal facilities shall only operate within
 2 the following hours of operation: Monday to Saturday
 3 from 7:00 a.m. to midnight, and Sunday from 8:00 a.m.
 4 to 10:00 p.m.
 5 Now, remember now, those who know in the
 6 general audience, I'm sure they all aware of it. These
 7 were hours that they was trying to integrate with that
 8 other site what they had. And I don't know whether you
 9 remember when I was here with the Crab Pot, when I read
 10 out that he -- I have to refer to it, because it's in
 11 the minutes.
 12 CHAIR JAMES: Well, I mean --
 13 MS. BRABHAM: I know. I understand
 14 what you're saying.
 15 CHAIR JAMES: -- specifically because it's
 16 the City --
 17 MS. BRABHAM: Right, right.
 18 CHAIR JAMES: -- and so we don't want to try
 19 to point it out as just being him.
 20 MS. BRABHAM: But I'm just saying, right,
 21 because it is in the minutes.
 22 CHAIR JAMES: Right, but this is two
 23 different things. This is pertaining to --
 24 MS. BRABHAM: I'm saying -- okay, I'm
 25 talking -- right, but I'm talking about this --

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1 CHAIR JAMES: -- mobile food truck.
 2 MS. BRABHAM: -- what he has integrate. But
 3 he has used the manufactured metal facilities.
 4 Manufactured metal facilities. Look at it there. It
 5 is a lot of stuff in here that you all are not
 6 catching, because see, this going to come back to bite
 7 you really, really big. It is a lot of stuff in here
 8 that you all are not catching at all. And this is a
 9 portion of it here, because see, once when this is not
 10 detailed out and you don't know what in the world
 11 you're voting on and passing here, this is how they get
 12 us. They always say, well, you voted on it without
 13 even getting that full clarity or precisely here what
 14 are the manufactured metal facilities.
 15 CHAIR JAMES: Thank you, Ms. Brabham.
 16 MS. BRABHAM: Thank you.
 17 CHAIR JAMES: Jeff, could you, I mean because
 18 you were doing the review before, could you go up --
 19 can you come up and explain that, that the manufactured
 20 metal facilities stated in this ordinance is pertaining
 21 to food trucks and not a building.
 22 MR. GAGNON: Yes, ma'am. Page three of nine.
 23 CHAIR JAMES: Four.
 24 MR. GAGNON: So the definition for the
 25 manufactured metal facility is at the top of page three

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1 of nine, and then page -- so the same definition that
 2 was on page three is discussed in the top of page four
 3 as far as that manufactured metal container. So the
 4 intent of this is supposed to relate directly to this
 5 line here --
 6 CHAIR JAMES: A mobile. Something that's on
 7 wheels, right, nothing that is permanent and built in
 8 the ground, such as a building.
 9 MR. GAGNON: That's my understanding of the
 10 intent of this, yes. So if there's any additional
 11 clarification we need to make within the language, then
 12 we'd be happy to do so, but this is not for any other
 13 type of uses. This is for mobile vending uses only,
 14 so --
 15 CHAIR JAMES: Can we just have that clarified
 16 in that definition, that it's for a mobile vending unit
 17 and not --
 18 MR. GAGNON: Yes, the fact -- I'm sorry. The
 19 fact that the specific definition section would be in
 20 the mobile vending ordinance itself --
 21 CHAIR JAMES: Right, that's what I was
 22 thinking.
 23 MR. GAGNON: -- would qualify it just for
 24 mobile vending.
 25 CHAIR JAMES: Okay, thank you, Jeff.

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1 Okay, are there any more -- oh, Ms. Larson,
 2 you're up for more comments, public comments.
 3 MS. LARSON: Yes, I'm sorry, I stepped
 4 outside for a few minutes so I missed the first part of
 5 this.
 6 I'm just wondering about Mr. Bailey said this
 7 would -- having more mobile vending units would create
 8 economic development. I think it would create exactly
 9 the opposite, because if you're an investor and you
 10 come into our city and you drive down Broadway or Blue
 11 Heron or any of our main streets and you see mobile
 12 vendor, mobile vendor, mobile vendor, we look like a
 13 city, like a very temporary thing.
 14 And it seems like by encouraging people to
 15 own and operate mobile vending, whatever we want to
 16 call them --
 17 CHAIR JAMES: A food truck.
 18 MS. LARSON: -- food trucks, okay, we would
 19 be discouraging them from actually operating, owning
 20 and operating a business in Riviera Beach. Because
 21 think about it, if you're a business owner, you have a
 22 restaurant or whatever and then you say to yourself,
 23 gee, you know, I own this building, I pay taxes, I do
 24 this, I do that, I keep up my property, and right next
 25 door to me there's a mobile vendor comes in and he just

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1 comes and he goes. Why aren't I doing that instead of
 2 owning my own business here? It just seems like it
 3 would discourage economic development.
 4 And especially because it was on the Broadway
 5 commercial district -- I'm not sure where you mean by
 6 that. Blue Heron civil district? Maybe I heard that
 7 wrong. But just seems like this would be one of the
 8 worst things to have on our major streets because of
 9 that, they are so temporary, and it's not encouraging
 10 business ownership. It's actually discouraging
 11 business ownership.
 12 For them to be open also from 7 a.m. until
 13 midnight, they're going to draw people. And we have a
 14 lot of people walking around our streets at midnight
 15 and beyond, and they're going to tell the police, we're
 16 going to the mobile vendor right there. He's open till
 17 midnight. Why is he open until midnight and other
 18 companies cannot be? Again, I think it's going to be
 19 an attractant for the wrong type of people.
 20 I live near Broadway, and the streets pretty
 21 much roll up at 8:00, 8:30. But here are going to be
 22 these businesses open till 12:00. And you were talking
 23 about selling liquor and stuff. It doesn't seem like
 24 they should be able to do that. That's going to
 25 encourage, like I said, again, encourage the wrong type

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1 of people. If they have a license to do that in West
 2 Palm Beach, why should they be able to come into
 3 Riviera Beach and do that.
 4 We should not be encouraging things, people
 5 being up at midnight buying liquor and things like
 6 that. So I just -- the hours, 7 a.m. until midnight,
 7 but -- and then it said it has to be -- they have to
 8 park at an established business. So is what you're
 9 saying an established business will rent out part of
 10 their parking lot to a mobile vendor? Is that what
 11 that means?
 12 Anyway, I just -- I don't think it's going to
 13 do much for the development of Riviera Beach to have
 14 all these mobile things instead of a steady, permanent
 15 building. Thank you.
 16 I know they can't afford it right now, but
 17 it's -- and where are they going to park those things
 18 at night? Can't park it at your house. Where are you
 19 going to park all those food trucks, and who's going to
 20 monitor that? You can't park it at your house. Thank
 21 you.
 22 CHAIR JAMES: Thank you, Ms. Larson.
 23 MS. SHEPHERD: Madam Chair.
 24 CHAIR JAMES: Ms. Shepherd, can we be very
 25 brief with the last comment, because the time is late.

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1 MS. SHEPHERD: Yes, yes, yes. May I clarify
 2 something? I did not encourage liquor sales. The only
 3 thing I was saying, in West Palm Beach, I was just down
 4 there this weekend, the foods trucks was everywhere.
 5 They had the nice tables sitting there. Everybody is
 6 not bums. You do have people that want an alternative
 7 to going into a restaurant. I did not encourage liquor
 8 sales. I am encouraging entrepreneurship. What is
 9 wrong with a food truck? I don't get it. Some things
 10 I don't get. But don't sit here and say I encourage
 11 liquor.
 12 MS. LARSON: I didn't say that (inaudible).
 13 MS. SHEPHERD: You're implying.
 14 CHAIR JAMES: Thank you, Ms. Shepherd.
 15 Are there any more Board comments?
 16 VICE CHAIR McCOY: Madam Chair, I just -- I'm
 17 not sure I can support it. I don't know if we put
 18 enough work into it, because I see deficiencies in a
 19 number of different areas.
 20 CHAIR JAMES: To bring it back?
 21 VICE CHAIR McCOY: And not specifically with
 22 this, but there's other things that I see existing
 23 already with this chapter that hasn't even been
 24 addressed, because I was looking at the same thing.
 25 I'm not comfortable with voting on it because

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1 there is also the same thing that I heard Ms. Larson
 2 say, specifically that it had to be -- it couldn't be
 3 on a vacant or unimproved lot, so I'm thinking where
 4 possibly could you do it?
 5 Then I seen something in here that spoke to
 6 mobile vendor access has to be renewed annually. I'm
 7 not even sure what that is. Mobile vendor access
 8 agreement has to be filed with the City annually, on an
 9 annual basis. Now, is that access to be at someone's
 10 property? I mean there's a number of things that just
 11 kind of stick out to me as --
 12 MR. BAILEY: Well, sir, remember, your
 13 business tax license has to be renewed each year. So
 14 in that renewal, you would also have whatever lease
 15 agreement that you have to use the parking or the
 16 property or have access to that site would need to come
 17 in with your tax license. So we want to make sure
 18 every time we, as a City, issue you a business tax
 19 license, you have still communicated with the owner and
 20 your agreement is still valid. So that's all that that
 21 means.
 22 VICE CHAIR McCOY: Sure. I guess I kind of
 23 understood that after reading it. But then you can't
 24 operate on public property. So that would imply that
 25 nothing in the marina is allowed unless you go

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1 through --
 2 MR. BAILEY: Well, the marina is a very
 3 tricky --
 4 VICE CHAIR McCOY: Exactly my point. So when
 5 I --
 6 MR. BAILEY: -- because there are various
 7 leases. The marina would not necessarily fall in that
 8 public property because it's leased to private entities
 9 and they sublease it again through the CRA, so --
 10 VICE CHAIR McCOY: Right. And then here's
 11 the problem. Then further in this thing, there's a
 12 buffer that prevents them from being within existing
 13 businesses already. So I'm trying to figure out where
 14 possibly could they go. And it's not in the new
 15 language that you created, but there is a requirement
 16 of being aware from other licensed -- mobile vendors
 17 are not allowed to operate within 100 feet of another
 18 licensed mobile vendor --
 19 MR. BAILEY: And I think that speaks to the
 20 point of you're not going to see these, when you take
 21 that section -- and I put it up here intentionally --
 22 with a 35 foot setback from intersections and 300 feet
 23 from schools, playgrounds, child care facilities, and
 24 100 feet from another mobile vendor, there are only
 25 going to be a very few slots along our roads that all

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1 of those parameters are actually going to work.
 2 So there are actually a fixed sort of
 3 potential number of sites that meet all of these
 4 parameters, and those sites become valuable and people
 5 will enter agreements with where it works. But you
 6 will not see these every 20 feet along Broadway and
 7 Blue Heron because of the way we've structured the
 8 legislation.
 9 VICE CHAIR McCOY: Okay. Is there not
 10 anything in here that prevents them from being -- I
 11 thought I seen it somewhere, but I may be wrong --
 12 against, I guess, next to another business of the
 13 same -- a similar business, not necessarily mobile, or
 14 perhaps I may have misread.
 15 MR. BAILEY: No, typically when you'll see a,
 16 maybe a strip mall that doesn't have a restaurant in
 17 it, they may use one of their parking spots or they may
 18 use an area that's not specifically designated to have
 19 a food vendor there to round out sort of the profile of
 20 that strip mall. I mean that's sort of a number of --
 21 the ones that are there consistently in a location,
 22 because everybody knows that's where you're going to
 23 see the hot dog guy or whatever they may provide. So
 24 we've looked at other legislation. And keep in mind,
 25 this is an existing ordinance. We've made a few

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1 modifications to allow more opportunity.
 2 VICE CHAIR McCOY: Right. And that's what I
 3 was kind of concerned with. Should we just make a few
 4 modifications, or should it be an entire rewrite of
 5 this whole chapter, because, you know, it's kind of
 6 like if we're going to go and open it up, let's go
 7 ahead and make sure that we -- there's a lot. You
 8 can't be within a child care facility. I mean there's
 9 a number of different things that seems pretty
 10 limiting, and I don't want to --
 11 CHAIR JAMES: That's fine.
 12 VICE CHAIR McCOY: -- be overreaching, but --
 13 CHAIR JAMES: You can make a motion --
 14 MR. BAILEY: It was very limiting to begin
 15 with, and we've loosened it up a little bit just along
 16 Broadway and Blue Heron for opportunities along our
 17 major corridors. And again, this was a concept brought
 18 to the City from the CRA for opportunities that they're
 19 trying to achieve down by the marina.
 20 CHAIR JAMES: Thank you, Mr. Bailey.
 21 Mr. McCoy, do you want to make a motion?
 22 VICE CHAIR McCOY: I have nothing.
 23 CHAIR JAMES: Make a motion to bring it back?
 24 VICE CHAIR McCOY: I don't have a motion --
 25 CHAIR JAMES: Okay.

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1 VICE CHAIR McCOY: -- because if that's where
 2 they are, then I just guess I got a different
 3 perspective on how it works. And I'm just advisory in
 4 nature. So I just didn't see that this goes far
 5 enough.
 6 MS. SHEPHERD: Madam Chair. I move that we
 7 bring it back.
 8 CHAIR JAMES: Is there a second?
 9 VICE CHAIR McCOY: Second for just a brief
 10 discussion.
 11 CHAIR JAMES: Brief; very brief.
 12 MS. SHEPHERD: She just said we were out of
 13 time talking, and you continue to talk. So now, what
 14 is this a two-sided thing?
 15 CHAIR JAMES: Ms. Shepherd, Ms. Shepherd,
 16 we've got to be respectful.
 17 MS. SHEPHERD: I am being respectful. But
 18 you know, when you tell one to be quite, tell
 19 everybody.
 20 CHAIR JAMES: Mr. McCoy, go ahead with your
 21 comments very briefly.
 22 VICE CHAIR McCOY: I'm just curious. If we
 23 bring it back, I mean are we going to try to make some
 24 modifications or amendments, or should members send in
 25 recommendations or --

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1 MR. BAILEY: I haven't heard, sir, your
 2 concern of -- when you say you want more, you want more
 3 opportunity for vendors throughout the city?
 4 VICE CHAIR McCOY: No.
 5 MR. BAILEY: So you would need to really help
 6 us understand what it is you're looking for that this
 7 does not provide.
 8 VICE CHAIR McCOY: Well, I was concerned with
 9 you said you only made modifications, and I wanted a
 10 full incorporation of a rewrite for all of the other
 11 things in here. Like it basically says if you're not
 12 on a lot that's already improved, then you can't go
 13 there. And I'm thinking to myself, where exactly can
 14 they go if they can't go onto public property, they
 15 can't go onto a vacant lot, then that means that
 16 there's not really a whole lot. There's a whole
 17 carve-out that you can't go into residential
 18 communities. So, you know, and then without there
 19 being an overlay of the map, you know, it's kind of
 20 hard to say exactly what we're putting in place here.
 21 MR. BAILEY: Well, sir, also keep in mind
 22 with the Comp Plan being updated, we are doing a full
 23 rewrite of the entire Land Development Regulations over
 24 the next 18 months, so this will get a start from
 25 scratch. This is also a stopgap until the entire code

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1 can be rewritten. But it is a long process to redo the
 2 entire code.
 3 So understand that you -- what you want is on
 4 the way for the department. As Mr. Evans has
 5 indicated, it's coming, but this is something that the
 6 CRA asked for while there is interest in a development
 7 at the marina area.
 8 CHAIR JAMES: Does that -- okay, Mario,
 9 excuse me. There's a motion on the floor. Can you
 10 repeat what the motion was? Did Ms. Shepherd make a
 11 motion before she --
 12 MR. VELASQUEZ: She made a motion to bring it
 13 back.
 14 CHAIR JAMES: Okay, and was there a second?
 15 MR. VELASQUEZ: Yes, Mr. McCoy seconded the
 16 motion.
 17 CHAIR JAMES: With discussion, okay. Can we
 18 do a roll call?
 19 MR. VELASQUEZ: Yes, ma'am.
 20 Anthony Brown.
 21 MR. BROWN: Yes.
 22 MR. VELASQUEZ: James Gallon.
 23 MR. GALLON: Yes.
 24 MR. VELASQUEZ: Margaret Shepherd.
 25 (No response.)

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1 MR. VELASQUEZ: Edward Kunity.
 2 MR. KUNUTY: No.
 3 MR. VELASQUEZ: Corey Blackwell, Sr.
 4 MR. BLACKWELL: Yes.
 5 MR. VELASQUEZ: Tradrick McCoy.
 6 VICE CHAIR McCOY: Yes.
 7 MR. VELASQUEZ: Rena James.
 8 CHAIR JAMES: Yes.
 9 MR. VELASQUEZ: Five yes, one no. Motion
 10 approved.
 11 CHAIR JAMES: Okay, on the item D, and it is
 12 10:20, so if we can move as quickly as possible. I
 13 don't mean to offend anybody, but it's late. I have
 14 been up since 5 a.m. this morning. And if we can just
 15 get through this a little quicker, I would greatly
 16 appreciate it. I don't know if you guys want to be
 17 here all night.
 18 VICE CHAIR McCOY: Well, in fairness of time,
 19 I just move that we table this item till next meeting
 20 unless there's of some urgent nature.
 21 MR. GAGNON: The same way that you described
 22 a full code rewrite, this is just cleaning up two or
 23 three minor items based on the previous full code
 24 rewrite. This is associated with our flood plan
 25 ordinance. So this is really just a little cleanup

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1 process, and it's something that the City has to get
 2 done by October. So it would really just take five,
 3 ten more minutes.
 4 CHAIR JAMES: If we can be very quick about
 5 it.
 6 MR. GAGNON: I'll be very quick.
 7 CHAIR JAMES: Okay, let's roll.
 8 MR. GAGNON: If the Board wishes to postpone
 9 it to a future meeting after I --
 10 CHAIR JAMES: What's the pleasure of the
 11 Board? Five minutes?
 12 MR. BLACKWELL: He can go and present.
 13 CHAIR JAMES: Okay, let's roll.
 14 MR. GAGNON: So for the record, letter D is
 15 an ordinance of the City Council of the City of Riviera
 16 Beach, Palm Beach County, Florida revising Ordinance
 17 Number 4088, adopting Chapter 25 of the City's Code of
 18 Ordinances entitled "Flood Prevention and Protection"
 19 to supplement the whereas clauses to reference
 20 statutory authority related to the Florida Building
 21 Code, to make two editorial changes, to add a fiscal
 22 impact statement related to amending the Florida
 23 Building Code, providing for conflicts, severability
 24 and codification, and providing for an effective date.
 25 So as I mentioned previously, about January,

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1 December or January of last year, based off of multiple
 2 requirements, the City had gone back and updated the
 3 flood prevention section of our Code of Ordinances.
 4 That was required because of new FEMA regulations, as
 5 well as the City's participation in multiple programs
 6 related to flood insurance and discounts.
 7 So what happened is the ordinance went
 8 through, and then after the ordinance was approved,
 9 there were a few minor modifications that were
 10 requested prior to October. Two of those had to do
 11 with whereas clauses. There was also a specific code
 12 section that was referenced in the original ordinance
 13 that was actually incorrect that needs to be amended,
 14 and that's what this new proposal would amend and take
 15 care of.
 16 CHAIR JAMES: Okay. So that concludes the
 17 staff presentation?
 18 MR. GAGNON: Yes, ma'am.
 19 CHAIR JAMES: Okay, there are no public
 20 comments on this item. Board comments.
 21 Mr. Gallon -- I'm sorry. Mr. Brown.
 22 MR. BROWN: No comments.
 23 CHAIR JAMES: Mr. Gallon.
 24 MR. GALLON: No comment.
 25 CHAIR JAMES: Ms. Shepherd, do you have any

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1 comments?
 2 MS. SHEPHERD: None.
 3 CHAIR JAMES: Mr. Blackwell.
 4 MR. BLACKWELL: No comment.
 5 CHAIR JAMES: Mr. Kunity.
 6 MR. KUNUTY: No comment.
 7 CHAIR JAMES: Mr. McCoy.
 8 VICE CHAIR McCOY: Nothing, Madam Chair.
 9 CHAIR JAMES: I have no comments as well. Is
 10 there a motion?
 11 VICE CHAIR McCOY: Move to approve.
 12 MR. KUNUTY: Second.
 13 MR. VELASQUEZ: Anthony Brown.
 14 MR. BROWN: Yes.
 15 MR. VELASQUEZ: James Gallon.
 16 MR. GALLON: Yes.
 17 MR. VELASQUEZ: Margaret Shepherd.
 18 MS. SHEPHERD: Yes.
 19 MR. VELASQUEZ: Edward Kunity.
 20 MR. KUNUTY: Yes.
 21 MR. VELASQUEZ: Corey Blackwell, Sr.
 22 MR. BLACKWELL: Yes.
 23 MR. VELASQUEZ: Tradrick McCoy.
 24 VICE CHAIR McCOY: Yes.
 25 MR. VELASQUEZ: Rena James.

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1 CHAIR JAMES: Yes.
 2 MR. VELASQUEZ: Unanimous voting. Motion
 3 approved.
 4 CHAIR JAMES: Okay, there are no public
 5 comments under general discussion. Is there any
 6 correspondence?
 7 MR. GAGNON: Only what was provided and
 8 discussed in conjunction with the Crab Pot item earlier
 9 tonight, and we have that for public record.
 10 CHAIR JAMES: Okay, and project updates,
 11 upcoming projects.
 12 MR. GAGNON: I don't have anything to present
 13 at this time.
 14 CHAIR JAMES: So then our next Board meeting
 15 will be June 22nd. Is there a motion to adjourn?
 16 VICE CHAIR McCOY: So moved.
 17 MR. KUNUTY: Move to adjourn.
 18 MR. BLACKWELL: Second.
 19 (Whereupon, at 10:25 p.m., the proceedings
 20 were concluded.)
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1 CERTIFICATE
 2
 3
 4 THE STATE OF FLORIDA)
)
 5 COUNTY OF PALM BEACH)
 6
 7
 8 I, Susan S. Kruger, do hereby certify that
 9 I was authorized to and did report the foregoing
 10 proceedings at the time and place herein stated, and
 11 that the foregoing pages comprise a true and correct
 12 transcription of my stenotype notes taken during the
 13 proceedings.
 14 IN WITNESS WHEREOF, I have hereunto set my
 15 hand this 14th day of June, 2017.
 16
 17
 18
 19
 20
 21 _____
 Susan S. Kruger
 22
 23
 24
 25