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Riviera Beach Community Redevelopment Agency Meeting

City of Riviera Beach Council Chambers

2nd Floor, Municipal Complex

600 West Blue Heron Boulevard

Riviera Beach, Florida

Wednesday, October 9, 2019

6:00 p.m. to 7:17 p.m.

APPEARANCES:

Vice Chair Julia A. Botel

Commissioner Shirley D. Lanier

Commissioner Douglas A. Lawson

Commissioner Tradrick McCoy

Attorney Michael Haygood

Interim Executive Director Scott Evans

Senior Administrative Assistant Tamara Seguin

Stenographically reported by Claudia Price Witters, RPR

1 CHAIR PRO TEM BOTEL: I'd like to call to meeting the
2 Riviera Beach Community Redevelopment Agency Regular Meeting,
3 October 9th, 6:00 p.m.

4 We have had the moment of silence and the Pledge of
5 Allegiance at our previous meeting so we will not have to have
6 that at this time, but we would like to have a roll call. Madam
7 Clerk.

8 THE CLERK: Commissioner Lawson.

9 COMMISSIONER LAWSON: Here.

10 THE CLERK: Commissioner Lanier.

11 COMMISSIONER LANIER: Present.

12 THE CLERK: Commissioner McCoy.

13 COMMISSIONER McCOY: Here.

14 THE CLERK: Vice Chair Botel.

15 CHAIR PRO TEM BOTEL: Here.

16 THE CLERK: Chair Miller-Anderson.

17 (Absent)

18 THE CLERK: Also present, Scott Evans, Interim Executive
19 Director, and Michael Haygood, General Counsel.

20 CHAIR PRO TEM BOTEL: Could we have a motion to adopt the
21 agenda?

22 COMMISSIONER LAWSON: So moved.

23 COMMISSIONER McCOY: Second.

24 INTERIM EXECUTIVE DIRECTOR EVANS: Madam Chair, I have
25 some --

1 CHAIR PRO TEM BOTEL: Are there any additions or deletions?

2 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. I would like to
3 delete item number 3, and then I would like to move item 4,
4 which is the discussion of the Marina Village Phase II, as the
5 last item on the agenda.

6 CHAIR PRO TEM BOTEL: Thank you. So we'll vote on that
7 amended agenda.

8 Madam Clerk.

9 THE CLERK: Commissioner Lawson.

10 COMMISSIONER LAWSON: Yes.

11 THE CLERK: Commissioner McCoy.

12 COMMISSIONER McCOY: Yes.

13 THE CLERK: Commissioner Lanier.

14 COMMISSIONER LANIER: Yes.

15 THE CLERK: Vice Chair Botel.

16 CHAIR PRO TEM BOTEL: Yes.

17 THE CLERK: Motion carries, with changes made.

18 CHAIR PRO TEM BOTEL: We do have a consent agenda, so if
19 there any -- are there any public comment cards on the consent
20 agenda?

21 THE CLERK: No, there's not.

22 CHAIR PRO TEM BOTEL: Thank you.

23 COMMISSIONER McCOY: Move consent.

24 COMMISSIONER LAWSON: Second.

25 CHAIR PRO TEM BOTEL: Madam Clerk.

1 THE CLERK: Commissioner Lawson.

2 COMMISSIONER LAWSON: Yes.

3 THE CLERK: Commissioner Lanier.

4 COMMISSIONER LANIER: Yes.

5 THE CLERK: Commissioner McCoy.

6 COMMISSIONER McCOY: Yes.

7 THE CLERK: Vice Chair Botel.

8 CHAIR PRO TEM BOTEL: Yes.

9 THE CLERK: Motion carries.

10 CHAIR PRO TEM BOTEL: Thank you.

11 I should say that all matters listed under this item are
12 considered to be routine and actions will be taken by one
13 motion. There will be no separate discussion of these items
14 unless a councilperson so requests, in which event the item will
15 be removed from the general order of business and considered in
16 its normal sequence on the agenda.

17 Regular business.

18 THE CLERK: A resolution of the Board of Commissioners of
19 the Riviera Beach Community Redevelopment Agency, the Agency,
20 approving and authorizing the execution of an agreement with AK
21 Building Services to provide night porter services at the Marina
22 Events Center; providing an effective date.

23 CHAIR PRO TEM BOTEL: Is there a motion?

24 COMMISSIONER McCOY: So moved.

25 COMMISSIONER LAWSON: Second.

1 CHAIR PRO TEM BOTEL: Do we have a presentation?

2 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, our Clean and Safe
3 Director, Rod McLeod, has a presentation.

4 MR. McLEOD: Good evening, Madam Chair and Board.

5 I'm here tonight to review the night porter contract. This
6 is the project that we discussed during our budget workshops.

7 The night porter service overview. We went out for bids.
8 We had three respondents. AK Building Services was the lowest
9 bidder.

10 A little bit of background on AK Building Services.

11 They've been in South Florida, family owned business, for 25
12 plus years. They have also provided day and nighttime porter
13 service for the last four years at Marina Village.

14 The night porter service. They'll operate from Thursday
15 through Sunday, 11:00 p.m. to 7:00 a.m. Their job is to clean
16 the Marina Events Center, top to bottom, break down and set up
17 for the next day events, and additional services as needed.

18 The benefits is that it enables the Event Center to have
19 evening events, then morning events starting at 7:00 a.m.

20 The contract is a three-year contract with two one-year
21 options. The annual cost is \$61,704; with a five percent
22 increase each year, covering employee wage and benefit
23 increases.

24 I have tonight with me Mr. Bob Donnelly of AK Building
25 Services if you should have any questions.

1 CHAIR PRO TEM BOTEL: Do we have any questions from the
2 Board?

3 COMMISSIONER LAWSON: Yes, Madam Chair.

4 CHAIR PRO TEM BOTEL: Go ahead.

5 COMMISSIONER LAWSON: Thank you so much.

6 The night porter services, are they going to be restricted
7 to just the cleaning and set up of the Marina, from those hours,
8 11:00 to 7:00?

9 MR. McLEOD: Yes. They will clean the whole Marina. They
10 will also break down and set up from events.

11 COMMISSIONER LAWSON: Okay.

12 MR. McLEOD: So that we're able to start first thing in the
13 morning at 7:00 a.m.

14 COMMISSIONER LAWSON: So can you outline some of the
15 additional services that you would be requesting?

16 MR. McLEOD: If, for example, we have a big event, say we
17 have a festival, and we need to have a night porter/day porter
18 service cleaning the outdoor restrooms to supplement our team,
19 then we could contract with Bob of AK Building Services at their
20 standard hourly rate.

21 COMMISSIONER LAWSON: And in the event that there's no 7:00
22 a.m. events, they'll just be there on staff?

23 MR. McLEOD: Yes.

24 COMMISSIONER LAWSON: Or they will be on call?

25 MR. McLEOD: It ends at -- when they finish cleaning and --

1 the way we set up is that if we don't have an event, we have the
2 event set up schedules for the next couple days so that the
3 sooner we can get the events set up, the easier it is when we do
4 set-ups and room turns.

5 COMMISSIONER LAWSON: Okay.

6 CHAIR PRO TEM BOTEL: Any other comments or questions from
7 the Board?

8 COMMISSIONER LANIER: I wanted to ask a question, Madam
9 Chair.

10 It seems I remember when we were doing -- when you were
11 presenting your original budget for Clean and Safe, that you had
12 extended the times for the ambassadors?

13 MR. McLEOD: The ambassadors work from 7:00 a.m. up to
14 midnight or 1:00 a.m., depending on events. Seven days a week.

15 COMMISSIONER LANIER: So what's the difference between the
16 two?

17 MR. McLEOD: The difference is the night porters work
18 overnight from 11:00 p.m. to 7:00 a.m. So they clean the whole
19 facility up. They will take down tables and chairs and reset up
20 for events that we may have at 7:00 in the morning.

21 COMMISSIONER LANIER: This has been going on all along?

22 MR. McLEOD: We've been doing this since February, yes.

23 And prior to that, we were doing it -- actually, for the
24 last year and a half we've been using nighttime service to help
25 supplement our team.

1 CHAIR PRO TEM BOTEL: Any other questions?

2 Do we have any public comment cards? And by the way, I
3 should read this -- do we have any public comment cards?

4 THE CLERK: No, we don't.

5 CHAIR PRO TEM BOTEL: Okay. I'll read this now, though.

6 Any person who would like to speak on an agenda item,
7 please fill out a public comment card located at the back of the
8 council chamber and give it to the staff prior to the item being
9 taken up by the CRA Board of Commissioners for discussion.

10 Members of the public shall be given a total of three
11 minutes to speak on all items listed on the consent agenda.
12 Members of the public will be given three minutes to speak on
13 each regular agenda item. In no event will anyone be allowed to
14 submit a comment card and speak on an agenda item after the
15 resolution is read or the item considered.

16 If there are no other questions, we'll have the roll call.

17 THE CLERK: Commissioner Lawson.

18 COMMISSIONER LAWSON: No.

19 THE CLERK: Commissioner Lanier.

20 COMMISSIONER LANIER: No.

21 THE CLERK: Commissioner McCoy.

22 COMMISSIONER McCOY: Yes.

23 THE CLERK: Vice Chair Botel.

24 CHAIR PRO TEM BOTEL: Yes.

25 THE CLERK: Motion fails.

1 COMMISSIONER McCOY: Number 6, Madam Chair.

2 THE CLERK: A resolution of the Board of Commissioners of
3 the Riviera Beach Community Redevelopment Agency authorizing the
4 implementation of Round III, 2019-2020 Commercial Property
5 Improvement Grant Incentive Program and the Commercial
6 Beautification Program, in accordance with the approved budget,
7 reapproving the 2017 incentive underwriting criteria attached as
8 Exhibit A, directing and authorizing the Chairman and Executive
9 Director to take such actions as shall be necessary and
10 consistent to carry out the intent and desire of the Agency;
11 providing an effective date.

12 CHAIR PRO TEM BOTEL: Do we have a motion?

13 COMMISSIONER McCOY: So moved.

14 COMMISSIONER LAWSON: Second.

15 INTERIM EXECUTIVE DIRECTOR EVANS: Good evening, Madam
16 Chair and CRA Board.

17 We're very pleased to be bringing this next round of
18 commercial grant applications forward. We've had great success
19 in the past most recent two rounds that we've initiated. We've
20 been able to utilize all of the dollars.

21 In our current budget year we've budgeted \$250,000 for this
22 next round. We would initiate the round in the month of
23 October. It would then be open for business owners to put their
24 applications together and submit their applications by the first
25 week in January. We would then evaluate them and rank them in

1 accordance with the criteria. And then we would bring that back
2 before this Board, similar to previous rounds, for your
3 approval.

4 And they would be ranked in accordance with the funding
5 that's available. So that's the purpose of ranking, is so that
6 the funding goes to the highest ranked applications, and down
7 through.

8 And in past rounds we've had almost enough funding for all
9 of our applications.

10 The Commercial Grant Incentive Program. We have had many
11 projects take advantage of it in the past along the Broadway
12 corridor. The Property Incentive Program provides up to \$40,000
13 for commercial business owners to make improvements to their
14 properties.

15 And additionally, we also have our Beautification Incentive
16 Program, which provides up to \$4,000. So if you're a small
17 business owner and you decide to do a smaller type project, the
18 \$4,000 is available without a matching contribution.

19 So they can apply for either one of those funding
20 opportunities under this proposed program.

21 CHAIR PRO TEM BOTEL: Thank you.

22 Do we have any public comment cards?

23 THE CLERK: No, we don't, Madam Chair.

24 CHAIR PRO TEM BOTEL: All right. Questions or discussion
25 by the Board?

1 COMMISSIONER LAWSON: Yes, Madam Chair.

2 CHAIR PRO TEM BOTEL: Go ahead.

3 COMMISSIONER LAWSON: Mr. Evans, when will we actually be
4 closing out this grant program? When are you going to be
5 accepting applications until?

6 INTERIM EXECUTIVE DIRECTOR EVANS: We're proposing to
7 accept applications up until January 8th.

8 COMMISSIONER LAWSON: Until January 8th.

9 INTERIM EXECUTIVE DIRECTOR EVANS: The business owners need
10 to complete the application. They need -- also, part of the
11 delay is, or what takes time, is to prepare the scope of work,
12 and then they have to get three bids from contractors. And that
13 takes some time for them to develop their scope of work, get
14 their bids, and then submit those along with their applications.
15 So that's what the time is for.

16 COMMISSIONER LAWSON: Follow up, Madam Chair.

17 And is that going to be for the beautification and for the
18 property improvement, the 4,000 and the 40,000? Are we going to
19 be taking applications all the way to January?

20 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, that's what we're
21 proposing.

22 COMMISSIONER LAWSON: And at that time is when you will be
23 scoring and ranking and then deciding what bids are accepted?

24 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, sir.

25 COMMISSIONER LAWSON: Thank you.

1 CHAIR PRO TEM BOTEL: Any other questions?

2 COMMISSIONER LAWSON: Thank you, Madam Chair.

3 CHAIR PRO TEM BOTEL: Hearing none, we'll call the roll.

4 THE CLERK: Commissioner Lawson.

5 COMMISSIONER LAWSON: Yes.

6 THE CLERK: Commissioner Lanier.

7 COMMISSIONER LANIER: Yes.

8 THE CLERK: Commissioner McCoy.

9 COMMISSIONER McCOY: Yes.

10 THE CLERK: Vice Chair Botel.

11 CHAIR PRO TEM BOTEL: Yes.

12 THE CLERK: Motion carries.

13 CHAIR PRO TEM BOTEL: Thank you. Item 7.

14 THE CLERK: A resolution of the Board of Commissioners of
15 the Riviera Beach Community Redevelopment Agency approving the
16 first modification to the lease agreement between the Agency and
17 Estate of Guy Hill for an additional lease term of one year
18 through October 31st, 2020, with a tenant option to extend the
19 term by an additional year; providing an effective date.

20 CHAIR PRO TEM BOTEL: Do we have a motion?

21 COMMISSIONER McCOY: So moved.

22 COMMISSIONER LAWSON: Second.

23 CHAIR PRO TEM BOTEL: Presentation.

24 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. This project is,
25 rather, coming back to you. It was originally discussed at a

1 previous CRA Board meeting. We did investigate and approach the
2 property owner related to potentially purchasing the property.
3 They said that they might be interested but that they had to
4 develop what cost -- or what price that they would consider. So
5 they have recently said that they would -- might be willing to
6 sell it. However, for a price well above two million dollars,
7 which is a very high amount for a property that we would like to
8 see replaced one day.

9 My recommendation tonight is to complete the one-year lease
10 agreement which provides us the option. We would like to
11 relocate the Clean and Safe to our new building once it's
12 completed.

13 So this -- but this lease commitment is only for one year.

14 Additionally, I will add that what we wanted to avoid is
15 investing CRA dollars in a project that we're then held up on.
16 And since this property is in the middle of the four different
17 property owners who own this plaza, although we would like to
18 see it redeveloped, we didn't want to invest CRA dollars and
19 then not be able to move forward with the project in a timely
20 manner.

21 So we're proposing to extend the lease for a Clean and Safe
22 office.

23 And we also did look at possibly moving their office. We
24 would have to lease another space; we would have a very short
25 amount of time to move; and then we would have to invest in

1 build-out improvements, moving our IT, computers, phone systems.

2 So we felt like this is the best solution.

3 It also provides that community space for one additional
4 year, which is utilized by our residents, as well as providing
5 space for a police substation for a year. And we will also let
6 them know that it may not be continuous, so that they can start
7 to make other arrangements, the police department, in the
8 future.

9 CHAIR PRO TEM BOTEL: Thank you.

10 Do we have any public comments?

11 THE CLERK: No, we don't.

12 CHAIR PRO TEM BOTEL: Thank you.

13 And discussion, questions by the Board?

14 COMMISSIONER LANIER: I have a question.

15 What is it used for? You said the fire department?

16 INTERIM EXECUTIVE DIRECTOR EVANS: The space is currently
17 used for -- we have a space that we lease out for community
18 meetings. The Clean and Safe office uses it for their main
19 office, as well as where their ambassadors are located and
20 operate out of. We also have a police substation. And most
21 recently the fire department was also utilizing it temporarily.

22 CHAIR PRO TEM BOTEL: Any other questions?

23 Call the roll.

24 THE CLERK: Commissioner Lawson.

25 COMMISSIONER LAWSON: Yes.

1 THE CLERK: Commissioner Lanier.

2 COMMISSIONER LANIER: Yes.

3 THE CLERK: Commissioner McCoy.

4 COMMISSIONER McCOY: Yes.

5 THE CLERK: Vice Chair Botel.

6 CHAIR PRO TEM BOTEL: Yes.

7 THE CLERK: Motion carries.

8 Discussion of Marina Village Phase II.

9 INTERIM EXECUTIVE DIRECTOR EVANS: Good evening,
10 Madam Chair.

11 I'm very excited tonight to provide the Board an update on
12 the Marina Phase II project. It's been discussed at previous
13 Board meetings.

14 The project is designed to continue the transformation of
15 our waterfront, to pursue broader economic development, create
16 opportunity for small business, and new economic development for
17 the City and our residents.

18 And the Marina Village is ideally positioned at the
19 entrance from the intracoastal waterway to the ocean, to take
20 advantage of not only tourism but create a destination for the
21 region.

22 And the Phase II includes a new hotel, potential waterfront
23 restaurants, retail space, parking garage, as well as new
24 housing.

25 In October of last year the CRA Board considered the

1 results of the RFP process and elected not to select a developer
2 at that time. Over the course of the next several months the
3 Board decided to allow a combined proposal after the two
4 respondents made the request during a CRA Board meeting.

5 In May of 2019 the Board approved comments to be provided
6 to that developer that requested the following: To negotiate
7 one development agreement, establish one development entity,
8 provide a unified conceptual development plan, and provide a
9 team organization chart and schedule.

10 And so at the end of July of this year the joint team
11 submitted the revisions based on the Board request, from the CRA
12 Board. And based on the RFP and the land ownership, the
13 development agreement will need to include both the City of
14 Riviera Beach and the CRA in negotiations with the developer.

15 And the City -- the entire Marina Village site, which is
16 over 26 total acres, includes property which is owned by the
17 City, the CRA, both. So both of the entities need to be
18 involved in the negotiations.

19 The unified plan was sent to the City for review. And City
20 staff has now indicated that they're ready to meet and to
21 develop the required November selection agenda item; followed by
22 beginning negotiations immediately once that's approved at our
23 CRA Board in November.

24 The next step in the process will be to have this Board
25 review and consider that recommendation to select the new joint

1 team as your developer for the marina. And that's in
2 cooperation with City administration, legal staff, which will
3 allow them the required tri-party negotiations.

4 The City has a tremendous opportunity to aggressively
5 negotiate an agreement to bring the next phase of Marina Village
6 forward. If we were to start the RFP process over again, it
7 could take approximately eight to twelve months from the date of
8 the decision to reissue, just to arrive back at the point and
9 the opportunity where we are now to potentially move forward.

10 And the developer has responded to the RFP, including the
11 unified plan providing all of the basic requirements, and the
12 goals that were approved by the CRA Board before they started
13 this process.

14 So they've also invested substantial time and dollars to
15 apply to undertake this opportunity. And we are pleased to be
16 actively working with the City to bring this to you in November
17 so that we can begin negotiations to try and put a shovel in the
18 ground as soon as possible on behalf of the entire City Council.

19 CHAIR PRO TEM BOTEL: Thank you.

20 And as I understand it, we're not voting on anything this
21 evening. You just wanted to bring us up to date on this
22 project. So we thank you for that.

23 Do we have any questions or comments from the Board?

24 COMMISSIONER LANIER: No.

25 COMMISSIONER LAWSON: Public comment?

1 CHAIR PRO TEM BOTEL: We will have public comment. Is
2 there public comment?

3 THE CLERK: Yes, Madam Chair.

4 INTERIM EXECUTIVE DIRECTOR EVANS: I'd also like to add,
5 the developer -- I believe both are trying -- one might be
6 delayed at the airport; but our joint team is here tonight, and
7 they had asked to make -- provide a couple of comments to the
8 Board.

9 CHAIR PRO TEM BOTEL: Thank you.

10 Public comment.

11 THE CLERK: Steve White.

12 UNIDENTIFIED AUDIENCE MEMBER: Steve and (inaudible) are
13 coming from the airport.

14 THE CLERK: Ezra Saffold, followed by Tony Brown and Delsia
15 Brooks.

16 MR. BROWN: Is it possible that we can go after the other
17 public comments, to give our partners time to get here?

18 THE CLERK: There's one public comment above you guys.
19 Delsia.

20 MR. BROWN: We can wait.

21 MS. BROOKS: Basically I would like to wait too.

22 CHAIR PRO TEM BOTEL: Ms. Brooks, do you want to have your
23 comment now and then -- given these gentlemen have someone
24 coming from the airport, would you like to make your comments
25 now? You have a public comment card in. Go ahead and make your

1 comments now.

2 MS. BROOKS: Sure.

3 Good evening, everyone. My name is Delsia --

4 CHAIR PRO TEM BOTEL: Could we have a timer?

5 Sorry.

6 MS. BROOKS: Good evening everyone. My name is Delsia

7 Brooks Hamilton, and I am the owner of Pangea Grill.

8 I started this process back in 2015, so it's been a long
9 wait for me. I started this process with Tony Brown, when he
10 was the director of the CRA.

11 And Pangea has been in development. I am ready to get the
12 process rolling. Basically my investors are ready to do the
13 same thing. The money is available. And basically I'm here to
14 find out when do I get started. That's basically my question.

15 And I'd like to have some answers. And my -- you know, my
16 investors would like to have some answers as well. You know,
17 their money is waiting.

18 Frankly speaking, I believe that, you know, I have lost
19 money, not being able to operate at the marina for the past five
20 years.

21 So I would like to get some answers from Mr. Irons or
22 Mr. Tony Brown.

23 Thank you.

24 CHAIR PRO TEM BOTEL: Thank you.

25 THE CLERK: Ezra Saffold.

1 MR. SAFFOLD: Good evening, Council.

2 Ezra Saffold, Tezral Partners.

3 It's been a long journey, almost a year and a half now, to
4 get to this point. We've had our ups and downs, but we've been
5 able to etch out an agreement that is favorable to the City and
6 both teams. We are stronger together now.

7 And we're ready to bring this wonderful development to this
8 community. We're ready. There are vast opportunities that are
9 ready to get started now. And as a team, we want to let you
10 know that we are ready to get it started, with your approval to
11 start negotiating.

12 We are definitely local and ready and proven on the part of
13 utilizing as much local participation. I'm going to do a -- I'm
14 going to put my energies into making sure that we get as much
15 community involvement, local participation -- any and every
16 company that is wanting to participate, I'm going to do
17 everything in my power, my team is going to do what they can, to
18 make sure that they're qualified and able to participate in the
19 process.

20 Riding up and down U.S. 1, from West Palm, or coming from
21 Palm Beach Gardens, I see all the progress that is transpiring.
22 And I come home, and the potential is ready, and I just think
23 it's our time to step up to the plate, start the process of
24 progress, and start negotiating with us. Thank you.

25 THE CLERK: Tony Brown.

1 MR. BROWN: Before my three minutes starts, I would like to
2 answer Mrs. Brooks' question, if I may.

3 CHAIR PRO TEM BOTEL: Sure.

4 MR. BROWN: I was the CRA director when we finished Phase I
5 development. As we've explained to Mrs. Brooks several times,
6 the reason why her application did not go forward is that we
7 cannot build a restaurant at Restaurant Row because you do not
8 have the parking that would allow a building permit to be
9 issued.

10 When -- as Mr. Evans can attest, that we got approval which
11 allowed us to do -- have enough parking for the Event Center, a
12 second restaurant. And then, as you know, given the boat
13 traffic, the Peanut Island traffic, there is no parking. And
14 the remainder of the land is owned by Viking. So the reason why
15 her application did not go forward, as we've explained to her,
16 is that we have to build a parking structure first.

17 I have -- in this new partnership with APD, in our proposal
18 they will be responsible for the commercial elements, including
19 Restaurant Row. I have given Mr. Irons Mrs. Brooks' name and
20 contact information.

21 You started my three minutes already?

22 CHAIR PRO TEM BOTEL: Thank you. Now you can.

23 MR. BROWN: And we did ask for additional time. And I'll
24 tap dance as long as you'll allow me, to give an opportunity for
25 the other team to get here, because they do represent 50 percent

1 of this new partnership. And we'll have time to explain how we
2 propose to do that. It's not a joint venture. It's a
3 co-development relationship. We've outlined responsibilities
4 for the Tezral team that includes Ezra and I; and then there's
5 responsibilities for APD. So all the teams that we put together
6 are still together. I see Mr. Stephenson is here. So we all
7 can participate in the pie. Unfortunately, our slices will be a
8 little smaller.

9 But we -- Dr. Botel, as you asked us to do, we put together
10 two teams. And we're excited because we've identified the
11 strength of both teams, and so you now have the power of two.

12 I am pleased to hear what we had hoped would have been the
13 action item today, would have been the request to move forward
14 to negotiate. That is being delayed -- from our standpoint, we
15 met the CRA's deadline and gave our proposal in July. So from
16 our position, just getting the nod to negotiate has now been
17 delayed by at least 90 to 120 days. Because of the holiday
18 season and what will likely be at minimum a 60 to 90 day
19 negotiation, you likely won't see a development agreement until
20 April, May, the earliest. But you have our commitment that we
21 will do everything we can to expedite.

22 If I may have a couple more minutes. I did outline some
23 things that we can do now. I think that what we can do now is,
24 in our proposal, action items one through seven involves
25 development on Spanish Courts; and depending on the land swaps

1 with Viking, on land that's owned by Viking. It won't involve
2 the CRA land. And so if your discussion, if you direct staff to
3 expedite a development agreement on Spanish Courts, we can begin
4 discussion building that vital parking garage. And in the
5 financing commitment we brought to the table, we have enough
6 money that will allow the City to make a bona fide offer to
7 Viking and to buy out the land that they own inside your marina.

8 And so we're asking that we expedite items one to seven,
9 because it won't involve the City and a management agreement; it
10 has nothing to do with upland marina properties.

11 The other thing that we think we can expedite is getting a
12 second restaurant in the Event Center. Again, that doesn't
13 involve the City. The Riviera Beach CDE has a 50-year ground
14 lease on that property. Under terms I structured, in about a
15 year or two that property will revert to the City.

16 The CDE, if my pro forma is actual -- I haven't seen the
17 numbers -- the CDE should be sitting on close to a million
18 dollars, at least \$500,000. There is enough money to cut a deal
19 to attract a second restaurant at the Event Center in the two
20 story and parcel A. We did get approval for those elements.
21 There is sufficient parking to do that.

22 And we would recommend, because APD's partner includes
23 Urban Retail, and so our second recommendation is that you would
24 direct staff to negotiate an agreement with APD, Urban Retail.
25 In our join agreement we've made them responsible for that

1 element. We don't have to wait for a development agreement to
2 present to you a proposal to get a second restaurant in the
3 Event Center.

4 In our proposal to the CRA, in Exhibit C, we indicated that
5 financing small and minority businesses should be a priority.

6 The other thing, in creating the Riviera Beach CDE, is we
7 created it so that we could attract private capital through the
8 New Markets Tax Credit Program. I informed Mr. Evans that the
9 round was going to open in September, and which it did, and I
10 told him it was going to close in October. We have offered to
11 do an application for New Markets Tax Credits. Today I got a
12 verbal commitment from Fifth Third Bank for 25 million dollars
13 that would buy those tax credits.

14 We have asked Mr. Evans for the money in the budget so we
15 could pay a second reviewer team to review the application. We
16 have applied in the past. We've come close. We didn't win. I
17 feel very confident that we'll have a competitive application.

18 I'm the former director of the program. I can't sit here
19 and guarantee you that we will win it. I know the formula to do
20 it. I've had successes in other areas. And I have been deeply
21 disappointed to not have had the success to win the allocation
22 of tax credits for our city.

23 But I am proud of the fact that the folks that I know
24 across this country provided us their tax credits, which allowed
25 us to build the Event Center that you have today. And then that

1 financing structure has allowed the CDE to have at minimum of a
2 half million dollars. And Mr. Evans can tell you the exact
3 balance.

4 Due diligence required us to ensure there's a valid lease
5 on Viking's site for continued parking.

6 COMMISSIONER LANIER: Madam Chair.

7 MR. BROWN: What is --

8 CHAIR PRO TEM BOTEL: Excuse me one moment.

9 Prior to the meeting I was asked to allow him a little bit
10 extra time to give an explanation. And I said that would be
11 okay, if that's all right with you.

12 But if you could close shortly. Thank you.

13 MR. BROWN: So due diligence required us to assure that
14 there's a valid lease on Viking's site for continued parking at
15 the former Yachtsman Hotel site. Those documents were
16 negotiated before I left as executive director. They were put
17 in escrow. We have no idea what the status is of those. And so
18 we would ask that you also direct staff to look at what the
19 lease is on the parking lot. It's basically two-thirds of the
20 parking lot that's near the Event Center. And that -- in
21 extending the lease term, if it hadn't been extended, would also
22 be an opportunity to negotiate an option to purchase.

23 CHAIR PRO TEM BOTEL: Thank you, Mr. Brown.

24 Have the rest of your team arrived?

25 MR. BROWN: Yes, they are here.

1 CHAIR PRO TEM BOTEL: Perhaps we can give them some time.

2 MR. BROWN: Thank you.

3 And so -- and then the last thing is that as you meet as
4 members of City Council, what I do understand is that the
5 abandonment of old 13th Street is underway. And that we'd ask
6 that when you meet as City Council that you get an update and
7 expedite that. Because the economics of your marina could be in
8 trouble if we don't build the relationship with Viking and
9 execute those documents as was negotiated over three years ago.

10 CHAIR PRO TEM BOTEL: Thank you.

11 THE CLERK: Steve White, followed by Vaughn Irons.

12 MR. WHITE: Good evening. Steve White.

13 I won't be as detailed or as long as Mr. Brown.

14 I just wanted to say that, you know, I am the original
15 member of the team that initially prevailed; and you all wanted
16 us to go back and see if we could do a collaboration, which we
17 did, and so we are really proud of that fact that we were able
18 to accomplish that.

19 And so most importantly now, why I'm here, is to just to
20 ask you to move forward.

21 The City, I think, the people in the city, have been
22 penalized by the delay. And now that we have been able to come
23 to a collaborative agreement, it is really important that we
24 just simply move forward.

25 Many of the members of this team, as you know, are local.

1 They are actually members of the City of Riviera Beach and
2 residents of the City of Riviera Beach. So it's just really,
3 really important that we move forward. And I would ask you to
4 move beyond the discussion and let's really, you know, put some
5 teeth behind this, and let us move forward.

6 Thank you.

7 THE CLERK: Vaughn Irons.

8 MR. IRONS: Good evening, everyone. It's nice to see some
9 familiar faces and new faces.

10 My name is Vaughn Irons. I'm the CEO of APD Solutions,
11 based in Atlanta, Georgia.

12 I wanted to personally come and add my voice to this
13 discussion so that you could see how important not only is this
14 project but the collaboration that we've been working on for
15 several months, is and represents to our firm. It's been a year
16 and a half, almost, since we submitted our original proposal and
17 came to this meeting last October in order to talk about how we
18 would move forward.

19 And the reason I give you that time frame is because I
20 would hate to be at October 2020, or October 2021, before you
21 all have an opportunity to move forward and take action.

22 I want to make very clear that our two teams have spent the
23 last six months, at your request, working side by side, together
24 here in Florida; and Mr. Brown has spent significant time with
25 us in Atlanta, looking at our similar projects there,

1 understanding our staff, our bandwidth and our commitment to
2 this project. And we have spent significant time collaborating
3 on the phone and figuring out how to merge the two teams
4 effectively, which resulted in the proposal that we submitted to
5 you in July of this year.

6 And so I just want to very clearly say we're proud of the
7 collaboration that we've been able to pull together. And it is
8 actionable today. You have an opportunity to move forward with
9 something that could get activity on the ground in the marina as
10 soon as possible, with a framework that you've essentially
11 vetted through an RFP process.

12 And so to underscore the information that you've heard from
13 my other three partners that have spoken to you today, we're
14 asking you to take it into consideration as soon as possible and
15 move forward with an action to allow us to negotiate.

16 Thank you very much.

17 CHAIR PRO TEM BOTEL: Thank you.

18 Do we have any other public comments?

19 THE CLERK: No, Madam Chair.

20 CHAIR PRO TEM BOTEL: Thank you.

21 I would like to hear from the Board as to whether or not
22 they would like to consider moving forward with allowing staff
23 to negotiate, this evening.

24 COMMISSIONER LAWSON: I think I want to go under just
25 general public comments first. And then we can come back.

1 CHAIR PRO TEM BOTEL: Well, it's not even 6:30 yet.

2 COMMISSIONER LAWSON: We don't have another agenda item
3 tonight so --

4 COMMISSIONER LANIER: We don't have any other agenda items?

5 COMMISSIONER LAWSON: There's no other additional agenda
6 items. So we might as well just go into general public comment,
7 then we can discuss this more.

8 CHAIR PRO TEM BOTEL: Okay. If that's your pleasure, we
9 can do that.

10 COMMISSIONER LAWSON: Please.

11 CHAIR PRO TEM BOTEL: Non-agenda item speakers, three
12 minutes limitation. Public comments should be restricted to
13 issues, matters or topics pertinent to the Riviera Beach
14 Community Redevelopment Agency. Please be reminded that the CRA
15 Board of Commissioners has adopted Rules of Decorum Governing
16 Public Comment During Official Meetings, which has been posted
17 at the entrance to the council chambers. In an effort to
18 preserve order, if any of the rules are not adhered to, the
19 commission chair may have any disruptive speaker or attendee
20 removed from the podium, from the meeting and/or the building if
21 necessary. Please govern yourselves accordingly.

22 Public comment.

23 THE CLERK: John Miller.

24 MR. MILLER: John Miller, 1290 Manor Drive.

25 Listening to this, it certainly makes a lot of sense. I've

1 worked in the construction industry my entire life, so I'm
2 obviously pro construction, I'm pro business. But I'm asking
3 the Board one thing. Look back at the Ocean Mall. Everybody
4 knows what happened at the Ocean Mall over there. And it was
5 really good -- and it's still good -- but what we got out of it
6 as citizens and back to the City was not good.

7 So I'm asking you to do your due diligence when you look at
8 these proposals. Make sure that it makes sense for the City
9 also.

10 That marina over there, yes, it needs to be developed. All
11 these things like you're talking about, putting up housing,
12 putting up a hotel, more restaurants, and all that, will draw
13 more people in, which is great.

14 But let's make sure that when you're looking at this, and
15 you're looking at the proposals by the two together, which is
16 probably good to have two together, that it makes sense for the
17 citizens moving forward in the next, how many, whatever years
18 you want to look at. 20 years, 50 years, whatever.

19 Because the Ocean Mall also was a nice thing, but it didn't
20 do us any good. And none of us can forget that. So I'm just
21 asking you to do your due diligence.

22 Thank you.

23 CHAIR PRO TEM BOTEL: Thank you.

24 Any other public comments?

25 THE CLERK: No, Madam Chair.

1 COMMISSIONER LAWSON: I believe that as a Board we made an
2 attempt to say let's move forward and get -- break some ground
3 on a few projects. So I'd like to hear from the rest of my
4 colleagues. But I'm prepared for us to make a motion to
5 actually proceed with beginning negotiations with the joint
6 group, and to allow for them to start with at least our CRA
7 projects and property, to move forward with that.

8 CHAIR PRO TEM BOTEL: Ms. Lanier.

9 COMMISSIONER LANIER: It's -- excuse me, Madam Chair. It's
10 my understanding that this was a discussion tonight; that we
11 were not going to make a motion, or we're not going to vote on
12 anything.

13 CHAIR PRO TEM BOTEL: It was originally intended to be.
14 But it seems to me that we've been asked to at least consider
15 making a motion.

16 Mr. Evans.

17 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, we don't -- I can
18 take the Board's direction to bring this back in November. This
19 action is a procurement so it requires a resolution to select
20 the team. And that resolution -- that agenda item also has to
21 be discussed with the City since we'll both be proceeding
22 together under this action. So I would ask the time to meet
23 with the City. And we just recently were able to spend the time
24 with the staff to get them in agreement to begin to move
25 forward. So we will aggressively meet with them to prepare that

1 agenda item. But it needs to be a resolution to close the RFP
2 process.

3 COMMISSIONER LANIER: I have a couple questions.

4 I had a couple questions. One of the questions was in
5 terms of the restaurant, why would you not give the second --
6 the person, the second restaurant, the right of refusal?
7 Meaning that even though you may not have a parking, or you may
8 not have anything for that right now, why would you not give
9 that RFP for it, for a restaurant in that spot? That's one of
10 the questions.

11 The second question is, the New Markets Tax Credits. Who
12 is going to apply for those?

13 And then the third question is, who is actually going to be
14 the lead? Because what happens down the road, if there is a
15 disagreement, and what happens with the City in this situation?

16 So those are some of the initial questions that I have.
17 Because this is supposed to be a discussion and not a meeting
18 that we're going to make a decision tonight. So there's just
19 some of the questions that pop up in my head in regards to, you
20 know, in regards what you guys are presenting tonight.

21 CHAIR PRO TEM BOTEL: Mr. Evans, do you want to address
22 those questions?

23 INTERIM EXECUTIVE DIRECTOR EVANS: Well, I believe they are
24 reference to the developer, so I'll let them go up.

25 But I will first answer one of them, which is the process

1 that we are under right now, under this current RFP, is to find
2 a master developer to develop the entire marina. So the Board
3 elected not to go out for individual elements, to find
4 individual restaurant owners, but rather to find one master
5 developer, who would then bring a coordinated development
6 package that includes multiple restaurants with coordinated
7 menus, so they can all be successful.

8 So that's -- the process that we've been following is to
9 find a master developer and not to pursue individual elements or
10 individual restaurants.

11 Various restaurants -- we do want multiple restaurants, but
12 it would be under the master developer agreement, not as an
13 individual procurement that we chose to follow.

14 MR. BROWN: So, Ms. Lanier, I think you had three
15 questions.

16 The first question, I think it referred to the role I
17 played as the former CRA director and why didn't we negotiate a
18 restaurant agreement with at least Mrs. Brooks. Is that your
19 question?

20 COMMISSIONER LANIER: Not with her in particular. Just in
21 general, if someone were interested.

22 MR. BROWN: So previously we had a commercial broker, CBRE,
23 that was hired to go out and to find a restaurant. And it was
24 our initial belief that we could find a capable restaurateur
25 who would build the facility on leased land and offer to develop

1 it. And Ms. Brooks had indicated a willingness to do that.

2 The reason we didn't go forward, as I said earlier, is
3 because at the time the City's planning director told us that we
4 had insufficient parking to allow for any additional development
5 other than what was there now. And so we knew that in order to
6 do a restaurant, we had to get the parking in place. And every
7 experienced restaurateur, that was their first question, do you
8 have sufficient parking. Including the former owner of the
9 Tiki, who was not willing to come back and operate a restaurant
10 while we were still trying to solve the parking.

11 The second question you asked was about who stands to
12 benefit financially for the Riviera Beach CDE and the New
13 Markets Tax Credit application. Your nonprofit Riviera Beach
14 CDE would enure the benefit.

15 CDEs across this country have earned millions of dollars in
16 fees by basically securing the tax credits and selling them to
17 the investor. As developers, we benefit because we've attracted
18 an investor who's willing to give us cash for the value of the
19 tax credits.

20 The City, Riviera Beach CDE, benefits because the fees that
21 in this case Scott would direct me to offer in our application,
22 that money would enure to them.

23 And my track record in that regard is stellar, because all
24 you have to do is look at the income statement and the balance
25 sheet of Riviera Beach CDE and you can see it's been quite

1 profitable.

2 And your third question?

3 MR. IRONS: The third question was, who would be the lead?

4 COMMISSIONER LANIER: Right.

5 MR. IRONS: And one of the reasons that both of us decided
6 that we were going to come and participate in this meeting is to
7 express to you that we are truly combining both teams into a new
8 lead entity.

9 So Mr. Brown and myself would serve as co-managers of that
10 new entity; and APD and Tezral would form a new specific
11 developer group for the marina project.

12 COMMISSIONER LANIER: Say that again.

13 MR. IRONS: We would jointly form a new specific developer
14 group for the marina project.

15 So in our proposal, it is proposed as APD/Tezral, LLC. And
16 we would both serve as co-managers of that new group. So we
17 would both be leads. There wouldn't be one firm leading the
18 other. As you requested, it would be truly a joint
19 collaboration.

20 MR. BROWN: And if I may. If I may add to Mr. Irons'
21 comments. In that agreement it also spells out what we call the
22 sub development responsibilities. So we've agreed as to which
23 elements his team will take the lead, and to which elements our
24 team would take the lead. And the hotel is the only element
25 that we've agreed to do together.

1 And when we negotiate with staff -- and it's in our
2 proposal. I don't know if you've seen a copy. But we have
3 graphically and verbally shared who would do what.

4 And even in our agreement, if I have responsibility say for
5 the first element, which I do, the parking, if I fail to produce
6 that then Mr. Irons' team can take it over.

7 And in each element we have to negotiate with the City and
8 the CRA, because it's going to either involve their land or some
9 other related incentive that we might need in order to mitigate
10 risk.

11 COMMISSIONER LANIER: That's it for now.

12 CHAIR PRO TEM BOTEL: Any other questions?

13 COMMISSIONER McCOY: Yes.

14 So, Mr. Haygood, or Mr. Evans, so these actions that
15 they're speaking of, do we have -- or a part of the negotiation,
16 would there be some performance, I guess, bonds or payments that
17 would be a part of the negotiation?

18 MR. HAYGOOD: We would look for some type of guarantees
19 from them.

20 Now, we really -- this is really early. We have not --
21 this is their proposal. We have not responded to the proposal.
22 That will be part of the negotiations.

23 But we don't know that we would allow them, if one team
24 defaults, that the other team would step in. That's their
25 proposal. But we haven't sat down and talked with the City or,

1 quite frankly, with ourselves, about how we want to move forward
2 with that.

3 COMMISSIONER McCOY: But generally from a security
4 perspective, do we have -- what assurances are we going to have
5 in place? Do we go to the table requiring some level of
6 security in the event that the performance doesn't meet our time
7 table or schedule or something of that sort?

8 MR. HAYGOOD: Yeah. Well, typically we will have some drop
9 dead dates that they would have to meet as far as moving
10 forward. From the start there will be milestones as far as
11 producing --

12 COMMISSIONER McCOY: Sure. But would we have some security
13 bonds? Or do we have something in place to ensure that --

14 MR. HAYGOOD: One of the things that we have done is we
15 will not, for instance, transfer title to the property until
16 they in fact show that they -- we would do it at the same time,
17 we will transfer title when they get a construction permit or
18 construction funding, that's when we'll close on the project.
19 That's one of the best ways I've found so that we don't have to
20 go back and try to get the property back if it doesn't work out.

21 INTERIM EXECUTIVE DIRECTOR EVANS: Additionally, before
22 they are allowed to begin construction they'll have to show that
23 they have the bonding to support that the project can be
24 completed from the beginning. Because, obviously, it's being
25 installed on City property, so they'll have to have bonding

1 related to that.

2 COMMISSIONER McCOY: Follow up.

3 CHAIR PRO TEM BOTEL: Go ahead.

4 COMMISSIONER McCOY: So can you speak to those documents in
5 escrow and where we are on the abandonment of 13th Street?

6 INTERIM EXECUTIVE DIRECTOR EVANS: Certainly. So the
7 abandonment of 13th Street has been approved by recommendation
8 to the City Council by the Planning and Zoning Board. And that
9 application is for old 13th Street, which is located just south
10 of the new 13th Street which we now know as the entrance to the
11 marina.

12 And the CRA Board approved a property swap agreement that
13 allows us to create development parcels that are consistent with
14 the master plan that was approved by City Council for the
15 marina. And that site plan creates parcels that would allow the
16 large scale type of development that we're hoping to attract to
17 the Marina Village, that was outlined in the RFP that was
18 approved and has been proposed by the joint development
19 proposal.

20 The abandonment of old 13th Street will allow that property
21 swap to go forward.

22 Right now, currently, Viking Developers controls a large
23 piece south of old 13th Street, that is developable; and the CRA
24 controls a small piece, narrow piece north of old 13th Street.
25 Our piece is not developable. Or very limited, as it's only

1 about 70 feet wide.

2 So the property -- if the street is abandoned, that
3 triggers the approved swap agreement, which will allow the CRA
4 to exchange properties with Viking, and will give us a large
5 more developable piece of property just south of the -- at the
6 entrance to the marina.

7 COMMISSIONER McCOY: Madam Chair.

8 CHAIR PRO TEM BOTEL: Yes.

9 COMMISSIONER McCOY: So, Mr. Evans, so the property swap
10 agreement is contingent on the abandonment?

11 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, sir.

12 COMMISSIONER McCOY: Does it expire? Because I know we've
13 been having this conversation for a long time. Does it expire?
14 Or does it need to be updated?

15 INTERIM EXECUTIVE DIRECTOR EVANS: It may need to be
16 updated. We'll have to look at it.

17 MR. HAYGOOD: Actually, the way the agreement was written
18 would be that it actually has been -- the deadline has passed.
19 Either party had the option to withdraw or back out of the
20 agreement. Neither party has done that. So we're still moving
21 forward.

22 COMMISSIONER McCOY: So it can be executed at any point
23 after the Council approves the abandonment?

24 MR. HAYGOOD: Correct.

25 COMMISSIONER McCOY: Okay. What do you imagine,

1 Mr. Haygood or Mr. Evans, the amount of time to negotiate a
2 development agreement?

3 INTERIM EXECUTIVE DIRECTOR EVANS: I have been projecting
4 six months for that process.

5 COMMISSIONER McCOY: Okay. That's it, Madam Chair.

6 CHAIR PRO TEM BOTEL: Any other questions or comments?

7 COMMISSIONER LANIER: I have one more question.

8 You're asking us questions, but you're saying, Mr. Haygood,
9 that you haven't even reviewed it?

10 MR. HAYGOOD: But -- no, we've reviewed it. We haven't
11 negotiated it. We haven't sat down and -- we've been waiting on
12 some other things to fall in place. We thought it was premature
13 to do anything until we knew what the City was going to do. We
14 weren't getting any direction from the City as far as -- because
15 the majority of the property in the development, in the area, is
16 really the City owned property.

17 There are some restrictions on how long you can enter into
18 a lease agreement for the uplands, for the Marina Uplands, so --
19 and there are some complications.

20 And we really couldn't move forward without the City giving
21 their input on what they want to do. That's why it was so
22 crucial that we -- the City said, okay, fine, let's move.

23 COMMISSIONER LANIER: Okay. Mr. Evans, what does the CRA
24 need to do to protect the City?

25 INTERIM EXECUTIVE DIRECTOR EVANS: Well, the development

1 agreement needs to be approved by both the CRA and the City
2 Council. So we will conduct negotiations with all of the
3 parties in the City and the CRA. And that development agreement
4 won't be effective until both the CRA Board and the City Council
5 approve it. So that will require both the CRA Board approving
6 it and then the city manager approving on the final development
7 agreement, and then presenting that to City Council for
8 approval. So it requires both boards to approve it.

9 So before proceeding with anything that's on City owned
10 property, you have the protection that City Council has to
11 approve that before any actions will happen.

12 CHAIR PRO TEM BOTEL: Could you review the timeline again
13 for us in terms of -- I mean, the sooner we get -- the sooner we
14 as the CRA Board and then we as the City Council give you
15 permission to enter into negotiations, how long will it take
16 once you enter into negotiations?

17 INTERIM EXECUTIVE DIRECTOR EVANS: We think that April, May
18 time frame would be our target to bring this back before both
19 the CRA Board and the City Council. That would then allow us to
20 then make site plan application for the development approvals
21 through Development Services.

22 The City Council would then again get to review the final
23 plan for the marina, once that's been developed and vetted
24 through the City's development review process.

25 And then following site plan approval, we could then

1 proceed with completing construction plans and then bidding out
2 the project to begin.

3 CHAIR PRO TEM BOTEL: So if we were to go back to square
4 one, it could be three years before anything happens over there?

5 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, I project that if
6 we started over it we would be eight to twelve months just to
7 get back to where we are tonight.

8 CHAIR PRO TEM BOTEL: So what you're really looking for
9 tonight is just a discussion, just to let everybody know where
10 we are. And then at our next meeting, or at the City, having
11 our next meeting as a Board or our next meeting as a Council,
12 you'll ask us to allow you to go forward with negotiations?

13 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, at the CRA Board
14 meeting, which is November 13th, which is the second Wednesday
15 when we normally meet, we would propose to have a resolution to
16 proceed with negotiations with the new joint developer.

17 CHAIR PRO TEM BOTEL: Okay.

18 COMMISSIONER LANIER: And one more question, Madam Chair.
19 Tell me, in your opinion, Scott, what is the risk for the
20 City for this type of proposal?

21 INTERIM EXECUTIVE DIRECTOR EVANS: I don't -- there's no
22 risk for the proposal. The risk comes -- when we negotiate a
23 development agreement, we have to ensure that there is good
24 benefits for the residents; that there's an economic return in
25 the final development agreement.

1 When we bring that before you, it will be detailed. Not
2 just the development agreement, but a detailed summary of all of
3 the benefits that we're getting, from community benefits, from
4 jobs, the proposed tax revenue that will be generated from the
5 project; and then also the return on rents or leases long time
6 over the history of the project.

7 It was mentioned earlier that the Ocean Mall project, which
8 at the time was a development deal, long term, didn't have a
9 very good turnout for the City. And it took us a number of
10 years to redevelop that site.

11 One of the things that we'll have to ensure when we create
12 our development agreement is that we're thinking through the
13 entire life of the project. So that the return to the City and
14 to the CRA not only benefits us when we initially begin
15 construction, and complete construction and open the doors, but
16 that we have some sort of index for cost of living. As property
17 values go up, we need to make sure that we continue to get the
18 appropriate amount of revenue and benefit as the project
19 hopefully grows and increases in value over time.

20 COMMISSIONER LAWSON: Madam Chair.

21 Mr. Evans, I believe Councilwoman Lanier actually asked, I
22 guess, the process of applying for the New Markets Tax Credit.
23 I don't know if we got a straight answer as to why we were not
24 applying. Because she asked who is going to apply or why we
25 we're not applying. She kind of wanted to understand it. And

1 Mr. Brown mentioned that could be done through the CDE. Is
2 there a cost to apply for this? What is the cost? And why have
3 we not applied?

4 INTERIM EXECUTIVE DIRECTOR EVANS: So the estimated request
5 to develop the application was about 55,000, I believe. This
6 would be the -- we have applied multiple times in the past and
7 were unable to be successful.

8 Additionally, we have to finalize the details of what
9 you're applying for. And as of this moment, we don't have a
10 selected master developer and we don't have an approved concept
11 plan, so my recommendation was not to apply for those credits at
12 this time.

13 COMMISSIONER LAWSON: Quick follow up, Madam Chair.

14 So I thought we did have a selected master developer, and
15 you're waiting on instruction to begin negotiations with our
16 firms that we have here. So is this what you're waiting on, for
17 us to make that decision to begin negotiations, for us to have a
18 selected master developer?

19 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, when you direct us
20 to begin negotiations, that action is actually to select the
21 developer.

22 COMMISSIONER LAWSON: And that's what you bring back in
23 November?

24 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, sir.

25 COMMISSIONER LAWSON: And the reason that you're waiting on

1 that is because you want us to have a discussion with the City,
2 to work out --

3 INTERIM EXECUTIVE DIRECTOR EVANS: That action has to be
4 coordinated with the City because we are initiating tri-party
5 negotiations.

6 And additionally it has to be a resolution that identifies
7 the original procurement process and how we're transitioning to
8 a new joint proposal.

9 COMMISSIONER LAWSON: Okay. So follow up, Madam Chair.

10 Honestly, I just see, Colleagues, that we just keep kicking
11 this can down the street. We keep having the discussion that
12 we're going to get back with it, we're going to have the
13 conversation with the City, we want to have discussion, we're
14 going to wait until November to bring it back before the Board.
15 And I believe we just need to move forward with what we can as a
16 CRA.

17 We've had the opportunity to develop this Phase II. We've
18 talked about this. This is one of the first discussions we had
19 when we were newly elected. So we want to try to move forward
20 as quickly as possible with getting this done.

21 So if there's anything else...

22 CHAIR PRO TEM BOTEL: Are you making a motion?

23 COMMISSIONER LAWSON: I just wanted to make sure before

24 I --

25 COMMISSIONER LANIER: Now what happens if you don't get the

1 New Markets Tax Credits?

2 INTERIM EXECUTIVE DIRECTOR EVANS: Well, we've applied
3 multiple times in the past and we did not win an allotment.

4 But we were fortunate that we developed the Marina Events
5 Center, we located New Markets Tax Credits that were obtained by
6 another applicant, so they participated by allowing us to
7 utilize theirs. So at this time we don't have an application
8 pending.

9 COMMISSIONER LANIER: So it has no bearing on this?

10 INTERIM EXECUTIVE DIRECTOR EVANS: Well, the development
11 team has requested that we pay them \$50,000 approximately, which
12 would then be spread amongst multiple reviewers and developers
13 of the application in order to submit an application for New
14 Markets Tax Credits. And that's what they were referencing, was
15 their request to complete a New Markets Tax Credit application
16 for a cost of \$50,000.

17 CHAIR PRO TEM BOTEL: Okay. Mr. Brown, would you like to
18 answer?

19 MR. BROWN: Madam Chair, in past years the New Markets Tax
20 Credit application occurred under the CRA because the CDE wasn't
21 formed. And during that time I was the director of the CRA.
22 But the CRA paid second reviewers an average of 20 to \$30,000,
23 because I wrote it. And as a member of staff, you did have the
24 additional requirement. Unless the staff has the capacity to do
25 it, the typical application is going to be 50,000. Because

1 we're waiting until less than two weeks, so there's going to be
2 a lot of hands and short term.

3 The New Markets Tax Credit Program has generated trillions
4 of dollars of private funding in redevelopment areas like
5 Riviera Beach. This is potentially the last year of the
6 program. What may possibly supplant it is going to be the
7 Opportunity Zones. I've been involved in that program since its
8 inception. I petitioned then Governor Scott to include the
9 census tract for the marina, but he did not. He included the
10 census tract that's west of the marina.

11 This could potentially be the last year for the New Markets
12 Tax Credit Program. As developers, we've estimated our project
13 to be at least a hundred and fifty million. And with that,
14 that's going to require us to raise 30 million dollars in
15 equity. And tax credits, whether it falls under New Markets,
16 low income housing tax credits -- unfortunately, we don't have
17 anything historic -- it is a strategy for us to use tax credit
18 programs.

19 You asked the most important question, if you apply. Fifth
20 Third will pay for the tax credits. If we receive -- I'll make
21 the math easy. If they were allocated 20 million dollars, the
22 Riviera Beach CDE over a seven-year period would earn 1.4
23 million dollars in fees. Very little expenses, other than
24 audit.

25 And so as I've said, as I've structured this, even without

1 winning our own allocation, and just using my Rolodex, we have
2 left your city, that nonprofit, in a very well financial
3 position.

4 And I don't want it to appear as if we were just looking --
5 it's a collaborative -- that we were just looking to do an
6 application to be paid, because it is costly to do. I can't
7 guarantee you that we will win. But this is the last year.

8 I'm the former director of the program, so there's no
9 learning curve. And I think that, as I said, in past years
10 we've had good shots. And you can see the letters when we did
11 not win, how close we've come.

12 COMMISSIONER LANIER: So my question still is, how will
13 this project be financed if you do not get these New Markets Tax
14 Credits?

15 MR. BROWN: Well, if we don't, we're going to have to raise
16 conventional funding.

17 But you asked another important question. You also have
18 to -- I say this respectfully. We have economic impediments.
19 There's a looming recession. So for us, we were just
20 accommodating ourselves. It won't take us six months to make
21 proposals. We've offered to your staff to take the first draft.
22 They told us no. So we are motivated to get started now. If to
23 get started this time next year, we could be facing a recession.

24 We have to attract private capital. Tax Credits is one way
25 of doing it.

1 The other impediment that you have, just to do development
2 on the marina upland properties -- you asked the question, what
3 protection does the City have. You have a charter limit. We
4 can't lease the marina for any period greater than 50 years.
5 That was the one reason why we couldn't get restaurateurs to
6 build restaurants on the land, because even if venture
7 capitalists were willing to take advantage of helping
8 Mrs. Brooks or any other restaurateur building, the problem is
9 they have to make their money in a period not less than 50 years
10 but less than 25 years. And so a typical ground lease could go
11 as long as 99 years.

12 So we recognize that there are economic impediments that
13 will require us to collaborate in order to build the marina that
14 you want. And that just to do development, the hotel, the
15 restaurants, to do all that on the City's own property, we've
16 got to find a way to do that with a restricted 50-year lease.

17 And because I've negotiated in the past with Mr. Haygood,
18 the other thing that I know and I expect that he will negotiate,
19 that the City will negotiate that at the end of the 50 years,
20 that whatever we built will come to the City.

21 COMMISSIONER LAWSON: Madam Chair.

22 CHAIR PRO TEM BOTEL: Go ahead.

23 COMMISSIONER LAWSON: This question is actually for our
24 attorney, Mr. Haygood.

25 Would there be any issue with allowing for our potential

1 master developers to pay this fee to actually apply for this New
2 Markets Tax Credit?

3 MR. HAYGOOD: I'm sorry?

4 COMMISSIONER LAWSON: Would there be any legal issues in
5 regards to our potential partners or developers paying for the
6 fee to apply for this 55,000 dollar cost for this New Markets
7 Tax Credit?

8 MR. HAYGOOD: No, I don't see why -- the only issue I
9 see -- I don't think that will be an issue at all. We can
10 negotiate that.

11 The one thing -- and I'll defer to Mr. Brown since --
12 sorry. I'll defer to Mr. Brown. Is what exact projects are you
13 applying for? Because you guys have not approved a development
14 agreement. That's the only question I have as far as moving
15 forward at this time.

16 COMMISSIONER LAWSON: And Mr. Brown, I believe that's what
17 our executive director's concerns or hesitations are, because we
18 as a council haven't made a decision to select a master
19 developer nor approved a specific plan in place, which will be
20 negotiated over the next few months. So to spend that money,
21 that 55,000, is a concern that we have, whether it's coming from
22 the CRA or the CDC.

23 So in the event that we want to move forward as developers
24 in good faith, with the development team, the joint team
25 actually incurring that cost to move forward with that plan.

1 MR. BROWN: There's two questions to that. So, one,
2 because really the application is a contest in prose. So we can
3 write an application, because what you have directed is the
4 redevelopment of your marina, whether it is with us, with
5 Viking, or whomever. I mean we did it with Viking when there
6 was -- well, when the development agreement was more or less
7 under the site plan conception. So we can be clever to say
8 subject to your authority that the process has gotten to this
9 point, to give Treasury the assurance that redevelopment will
10 occur by the time the tax credits are announced. So if we apply
11 in October, we won't hear of the outcome for another year. So
12 we will cleverly write it so that it is legally defensible,
13 indicating that it is your authority of where we are in the
14 process.

15 If I knew that the CDE did not have the funding, and as
16 important as it is, sure, we would write it. And what I said to
17 Mr. Evans, it is not so much my time, it's the fact that I would
18 need to deploy experts in the field, Novogradac, legal counsel.

19 And do I take the good faith that we do it in hopes that we
20 do have the development agreement? Sure.

21 Or as I said, because I know that the CDE has the funding,
22 they will be in control, and that -- and if we do win, they
23 stand a financial benefit; and as do we. And as indicated, we
24 already have, even in our packet, an investor who said that they
25 would be willing to put up 25 million dollars only for the whole

1 purpose of buying the tax credits. And I think that that's a
2 price worth the CDE to pay, just for that.

3 COMMISSIONER LAWSON: So in regard to that, I'm actually
4 just finding out the funds that were available in the CDE. I do
5 understand your sentiments in regards to the CDE having funds
6 available. But at the same time I want us to actually use that
7 to invest into the development of Phase II, as it's there for.
8 So the application process, being that it's almost a coin flip,
9 because we've applied multiple times and we haven't received it,
10 I don't want us to spend another dollar on things which are not
11 guaranteed to bring back some return for our city.

12 So if our master developers have any interest in moving
13 forward and paying for that, incurring that cost, then by all,
14 means, I'm sure that the Board would be willing to grant that
15 process, that application process, and moving forward with that.

16 But with that being said, I do not see why we would take
17 the time or hesitate on continuing to just allow the staff to
18 begin negotiations. I'm not sure why we're going to just wait
19 until November.

20 I would have liked our complete board here, but at the same
21 time I want us to move forward. So, Madam Chair, if I could
22 make a motion to instruct our interim executive director to
23 allow for staff at his direction to move forward with
24 negotiations of Phase II with our joint firms, then at least
25 begin the process.

1 CHAIR PRO TEM BOTEL: Do we have a second?

2 COMMISSIONER McCOY: Second.

3 CHAIR PRO TEM BOTEL: Are there any other comments?

4 Shall we take up the roll call.

5 THE CLERK: Commissioner Lawson.

6 COMMISSIONER LAWSON: Yes.

7 THE CLERK: Commissioner Lanier.

8 COMMISSIONER LANIER: No.

9 THE CLERK: Commissioner McCoy.

10 COMMISSIONER McCOY: Yes.

11 THE CLERK: Vice Chair Botel.

12 CHAIR PRO TEM BOTEL: Yes.

13 THE CLERK: Motion carries.

14 CHAIR PRO TEM BOTEL: So what does that mean, what we've
15 just done, Mr. Evans? I think the sum total of what we've just
16 done is to say to you that you have our permission to enter into
17 negotiations. That's all we've done, is to say to you, go
18 forward, enter into negotiations; ask us again when we have our
19 other hats on, if we still agree with ourselves; and let's get
20 this process moving forward. Does it put any -- are you
21 distressed by that in any way?

22 INTERIM EXECUTIVE DIRECTOR EVANS: Well, we can begin to
23 start the discussions. That's certainly not an issue.

24 I guess we need to bring the resolution to formally close
25 the procurement process. That's the critical item where the

1 Board could be challenged in --

2 MR. HAYGOOD: It will be very preliminary.

3 CHAIR PRO TEM BOTEL: Yes, preliminary. Just begin to have
4 the conversations.

5 You know, obviously, there are safeguards for the City we
6 want to have put in place. We are all concerned about the City
7 in any way being hurt by this. We want to see you begin the
8 negotiations so that we can be assured that we're doing the
9 right thing for the City. And we would like this to get going.
10 We want to have some movement on it.

11 MR. HAYGOOD: And we will have the item back before you on
12 November 13th, I think, where you formally tell us you selected
13 them and move forward. But we will start preliminary
14 negotiations.

15 CHAIR PRO TEM BOTEL: Great. I think that's what we want
16 to hear.

17 COMMISSIONER LAWSON: Follow up, Madam Chair.

18 Also, Mr. Evans, if possible, if you want to begin to try
19 to lean on our potential new developers to see if we can move
20 forward with the New Markets Tax Credits, I don't want to leave
21 any stone unturned. So see if we can work out something to get
22 that done. Whether -- whoever is going to pay for it. Whether
23 it's -- see if the developers would be interested in moving
24 forward. I think it's due by October of this month. So let's
25 just look into that so we have every opportunity.

1 In addition, Mr. Evans, if we can begin with the property,
2 the land swaps with Viking, to make sure that we can obtain all
3 of the property necessary, to begin those negotiations as well.

4 Thank you.

5 INTERIM EXECUTIVE DIRECTOR EVANS: Okay. Yes, sir.

6 CHAIR PRO TEM BOTEL: Thank you.

7 Was that the end of our agenda?

8 INTERIM EXECUTIVE DIRECTOR EVANS: I believe so, Madam
9 Chair.

10 CHAIR PRO TEM BOTEL: Any comments from Board members?
11 Mr. Lawson?

12 COMMISSIONER LAWSON: Thank you, Madam Chair.

13 I just wanted to quickly announce that again we're going to
14 be having our Senior Day at the marina, the Event Center. It's
15 going to be this coming Tuesday. It's going to be in
16 partnership with Youth Recreation Service, Mothers Against
17 Murderers Association. It's going to be a great day. We're
18 going to have a photo booth for our seniors. We'll be feeding
19 our seniors there. So we want them to just come out. It's
20 going to be from 10:00 to 2:00 at the marina on Tuesday.

21 In addition to that, I just want to ask our city just to
22 continue to pray for our city. I actually had a close friend,
23 one of my graduates from my Bridge to Infinity Program, that
24 actually was shot today in Lake Park, a young man at the age of
25 18. And I just need you to pray for his family, his mother, the

1 residents here in the city.

2 And we need to really just focus on just kind of getting
3 our kids off the street, keeping them engaged, keeping them
4 focused.

5 On a day off, they were just, you know, hanging out, and
6 it's something that happened.

7 So I want you to continue to just look forward, to praying
8 for our residents; and letting you know that my focus is going
9 to be to really engage our youth, with the adoption of Mary
10 McLeod Bethune, and I'm going to be partnering with the Mayor,
11 Dr. Botel, in the programs that they're doing at JFK. We have
12 to pour into the schools and education.

13 So my priority -- and I need the support of every resident,
14 every business, every organization, we have to pour into these
15 schools to save these kids; giving them opportunities and jobs.

16 And these developers that just came in, let's please try to
17 find some programs for these kids, these youth, and the
18 organizations. If you're going to be building and growing and
19 developing our city, make sure that you're also hiring our local
20 talent.

21 So these are some of the things that I'm asking from you,
22 and I'm going to demand of you, because I'm going to be here for
23 a few more years overseeing every step, and I'm going to make
24 sure I'm going to protect this city.

25 But thank you, guys, and have a great night.

1 CHAIR PRO TEM BOTEL: Ms. Lanier.

2 COMMISSIONER LANIER: I have no comment.

3 COMMISSIONER McCOY: Madam Chair.

4 Mr. Evans, the October date for the New Markets Tax
5 Credits, what was that date I heard? October?

6 INTERIM EXECUTIVE DIRECTOR EVANS: I'm not certain of the
7 exact date.

8 MR. BROWN: The 28th.

9 COMMISSIONER McCOY: That's the deadline?

10 MR. BROWN: That's when the application is due, yes, sir.

11 COMMISSIONER McCOY: Madam Chair.

12 CHAIR PRO TEM BOTEL: Yes, sir.

13 COMMISSIONER McCOY: So I know we had a discussion about
14 the Housing Authority when we had our other hats on. But that's
15 why I thought it was important, that as competitive as it is to
16 do development, and as hard as it is to get financing, you know,
17 our budget as the CRA Board, as well as the City, doesn't
18 support us, you know, writing the -- stroking the check. That's
19 why I really ask the members to support the Housing Authority,
20 because there are challenges.

21 And I know we won't convene back here until the 22nd, which
22 is a really good thing, it seems like our first vacation since
23 April 3rd, but, you know, that's exactly, you know, some of the
24 sentiments I heard here, is exactly why I wanted, you know, us
25 to position our Housing Authority in a position so that we can

1 continue to try to grow and build the City of Riviera Beach.
2 You know, not just from the commercial development side, but
3 also supporting workforce housing.

4 So I would ask that you, members, if you haven't supported
5 it, please reconsider on the ask from the Riviera Beach Housing
6 Authority.

7 Secondly, Mr. Evans, it appears that, you know, we were
8 split on the item 5. I would ask going forward, now that we are
9 under our new procurement that mirrors the City's procurement
10 code, that perhaps doing some sort of agenda review, or perhaps
11 even in our regular individual staff meetings, that you provide
12 us with, I guess, an opportunity to see the RFPs, RFQs and ITBs
13 prior to them being issued. Because I don't want us, you know,
14 as much as I think there might be valid reasons why a member
15 doesn't support an item, I don't want us to waste staff time in
16 putting forth some of these items. It's easier for us as
17 members of this commission to bless those RFPs and RFQs and
18 invitations to bid before they go out, so there is not a split
19 decision.

20 Because I -- you know, it takes time to put those things
21 out; and it definitely costs these businesses money when they
22 come out here and they submit, and sometimes perhaps we may have
23 some uncertainty about some component of it, so certainly can we
24 make it a, I guess a practice as a commission that you bring
25 these items at least to members of the commission's attention

1 prior to them going out to the street. So that if we have
2 concerns about them, you know, it's not brought up when the item
3 is submitted to us for approval.

4 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, we can make sure we
5 do that for all items.

6 COMMISSIONER McCOY: And relative to the porter service, so
7 what is going to happen now? Is that going to be reissued?

8 INTERIM EXECUTIVE DIRECTOR EVANS: We will consider --
9 I'll -- I'm going to have a discussion with the various board
10 members on their thoughts on the project. And we'll also meet,
11 and identify the reasons that those projects weren't approved.
12 And then we'll potentially either bring it back to this Board
13 for -- to reissue or bring it back at least for a discussion
14 item, so we can talk about how you would like us to proceed in
15 the future.

16 CHAIR PRO TEM BOTEL: Thank you.

17 Thank you, Mr. Evans.

18 I was going to raise that question as well, because it
19 seems like you are in limbo right now with regard to night
20 porter service. So as soon as we can settle that, the better.

21 I wanted to announce -- first of all, I wanted to mention
22 that KaShamba Miller-Anderson is not here this evening because
23 she had an illness in the family, so we wish her family member a
24 speedy recovery.

25 I have a town hall meeting scheduled for next Tuesday, the

1 15th, at 6:00, in the Ambassadors Center on Singer Island. I
2 hope everybody can attend.

3 I'll also be having a Workforce Development Task Force
4 meeting on Monday the 14th. And I'm hoping that all of the
5 members of the Workforce Development Task Force can be there in
6 attendance.

7 I think that's it for me.

8 Anything else for you, Mr. Evans?

9 INTERIM EXECUTIVE DIRECTOR EVANS: No, Madam Chair.

10 CHAIR PRO TEM BOTEL: Thank you.

11 In that case, we are adjourned.

12 (Proceedings concluded at 7:17 p.m.)

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CERTIFICATE

THE STATE OF FLORIDA,)
COUNTY OF PALM BEACH.)

I, Claudia Price Witters, RPR, Registered Professional Reporter, do hereby certify that I was authorized to and did transcribe the foregoing proceedings, and that the foregoing is a true and correct transcription of said proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of October 2019.



Claudia Price Witters

Claudia Price Witters, RPR

ADJOURNMENT

The CRA Regular Meeting was adjourned at 7:17 P.M. The minutes were approved
by the Board of Commissioners on _____.

KaShamba Miller-Anderson, Chairperson

Interim Executive Director Scott Evans

/cw
Florida Court Reporting