



July 9, 2018

Mr. Andre Lewis
Project Manager
Riviera Beach CRA
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

Re: RFP #CRA2018-01

Dear Mr. Lewis:

T. Brown Consulting Group (“TBCG”) and All-site Construction (All-Site”), as Master Developers, together with LiveWorkLearnPlay as our Placemaking Advisor, offer a response to RFP #CRA2018-01, Marina Village Phase II Development Opportunity. TBCG and All-Site have formed Tezral Partners, LLC for the sole purpose of developing Marina Village Phase II. Tony Brown, a national expert in community development and redevelopment financing, and former executive director of the Riviera Beach CRA, leads the development team:

Tony T. Brown
c/o Tezral Partners, LLC
2915 E. Tamarind Avenue
West Palm Beach, Florida 33407
(904) 407-3591
tbrown@tbrownconsultinggrp.com

It is with much pride and enthusiasm that the team, which successfully designed and built Phase I of Marina Village, has re-assembled to complete Phase II. We desire to work collaboratively with the CRA Board and as a uniquely knowledgeable and trusted partner deliver results, under your leadership, that you can be proud of. We are committed to creating an innovative partnership that gives residents and local businesses in the community an opportunity to participate meaningfully in the redevelopment process. Our development team is 100 percent minority-owned and local.

Financing Commitment for Parking Garage is Already Secured

. Our team is structured to first build up to 2,000 parking spaces with 325 units of housing on top and surrounding the parking facility. Municipal Acquisitions is our partner in financing this venture. Mr. Brown has spent his entire 30-year career fostering public-private partnerships and we are proposing a public-private partnership, whereby the City of Riviera Beach master leases the parking garage and at the end of the 30-year term, ownership of the parking structure reverts to the City. We have secured a significant financial commitment to acquire land owned by Viking Developers in this credit facility. The terms of the financial commitment are enclosed under Section G.



Residence Inn Hotel by Marriott to be Featured

We have chosen to build a 130-room hotel at the south-end of the Marina to further activate the waterfront and provide convenient access to the cruise terminal along Avenue C. We have secured the participation of Uργο Hotels & Resorts (<https://urgohotels.com>) to serve as the Hotel Manager for the hotel to be owned by local and minority investors. Mr. Brown will use his innovative financing experience to secure a group of minority investors to lead the ownership of this hotel in an economic inclusion strategy that gives local residents an opportunity to invest in the Marina Village Hotel. Uργο Hotels is a local company. They own and operate the Palm Beach Marriott Singer Island Beach Resort & Spa located at 3800 N. Ocean Drive, Riviera Beach.

Activation of the Waterfront Live!

Our restaurant group will feature a unique and eclectic mix of local favorites, including McCray's BBQ and Rodney's Crabs, both adding new locations to reach a broader market to offer waterside eateries and entertainment. Ft. Lauderdale favorite, NYSW Jazz Lounge, is to open a new location at the Marina as part of our restaurant group's ethnic offerings. Our plan offers a mix of American, Mediterranean, Caribbean and Seafood menu choices with live entertainment. The waterside eateries will reflect the diverse culture of Riviera Beach and offer a selection of food choices in one location unapparelled in Palm Beach County.

Public Facilities to Drive Public Access to Waterfront!

The Event Center, Bicentennial Park, Food Truck Court and Water Recreation Businesses were designed to offer an exciting, high-energy setting in the northern section of the Marina. Our Marketing Team will plan special events to activate these facilities in both separate and cross-marketing appeals. Special events and gatherings at the Event Center will bring more visitors and revenue to our City and Marina.

Experienced Knowledgeable, Trusted Local Team

The Tezral Plan is achievable because we already accomplished the nearly impossible when our team completed Phase I of the Marina. Mr. Brown, LWLP, Uργο Resorts and our key development partners have built a national reputation transforming communities and helping small and minority-owned businesses participate in the resulting economic revitalization. The selection of Tezral means more than a master developer, Riviera Beach is selecting deeply experienced, trusted, local collaborators with proven track records for success.

Sincerely,

Tony T. Brown
Manager



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SECTION C: RESPONDENTS INFORMATION & LEADERSHIP

Tezral Partners, LLC (“Tezral”) is a 100 percent minority-owned firm headquartered in West Palm Beach, Florida and formed by T. Brown Consulting Group and All-Site Construction (“Partners or Tezral”) for the sole purpose of developing Phase II of the Riviera Beach Marina Village. The Partners secured the services of Montreal, Canada based, LiveWorkLearnPlay “LWLP”) to act as its development/implementation partner on a fee basis, to complete the vision for a waterfront property that provides tangible returns to the City’s residents and pays dividends for future generations. LWLP was first hired by Viking Developers to inspire what was eventually built as Phase I of the Marina. LWLP also completed the Strategic Assessment Plan for the City of Riviera Beach on which many of the goals for the Marina District are based.



Partner All-Site Construction, led by Ezra Saffold (right), is a local home grown prime contractor founded in Palm Beach County and is one of Riviera Beach’s largest Black-owned companies. . All-Site will lead all construction activities and ensure that local MBEs participate in no less than 30% of the work. Tezral will be led by Tony Brown (left), the former executive director of the Riviera



Beach CRA who structured all the financing for Phase I of Marina Village, including securing New Markets Tax Credits for the construction of the Event Center.

Tony Brown is the principal owner of TBCG. TBCG is a real estate development and consulting firm dedicated to transforming economically distressed areas into vibrant communities by devising capital solutions for community advancement, developing local real estate, and implementing small business initiatives. TBCG has a proven record of success and is knowledgeable in all aspects of housing and community development; real estate; and finance. TBCG was formed in 2006 with office locations in Riviera Beach, Tallahassee and Jacksonville, FL and Cincinnati, OH.

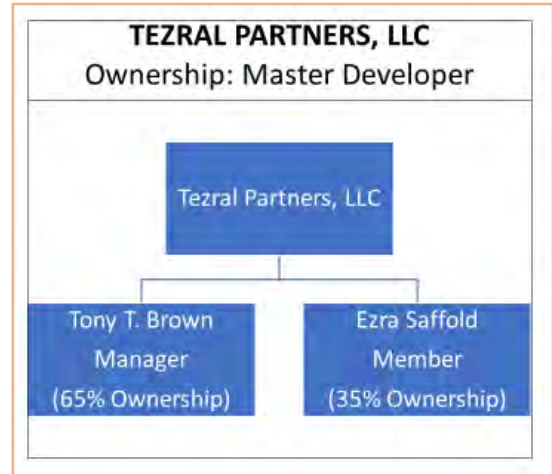
Our approach to developing Phase II of the Marina is to create investment opportunities for local citizens to be owners in hotel and restaurant properties as explained in Sections E & D below. The opportunities for Riviera Beach require a master developer who is also a master in coordinating opportunities for local entrepreneurs to achieve their goals and participate in the economic growth of their city. This is where TBCG excels. Mr. Brown will serve as the authorized representative for Tezral.

Tony T. Brown
Managing Member
Tezral Partners, LLC
2915 E. Tamarind Avenue
West Palm Beach, Florida 33407
Tbrown@tbrownconsultinggrp.com
(513)276-8516 (Mobile)
(904)407-3591 (Phone)
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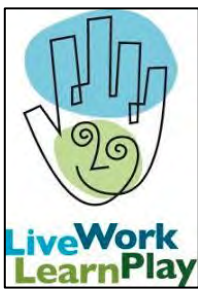
Ownership Information

Tezral Partners is formed as a single purpose entity whose sole assets will be properties located in the Riviera Beach Marina. To enhance local participation, Tezral is creating subsidiary entities for investments in residential, hotel and restaurant properties.

Tezral is wholly-owned by TBCG (65%) and All-Site (35%). LiveWorkLearnPlay is a fee-developer adviser and has no ownership in the parent company being formed. They are serving as our “Implementation Partner and Placemaking Adviser” onboard to help us complete Phase II redevelopment.

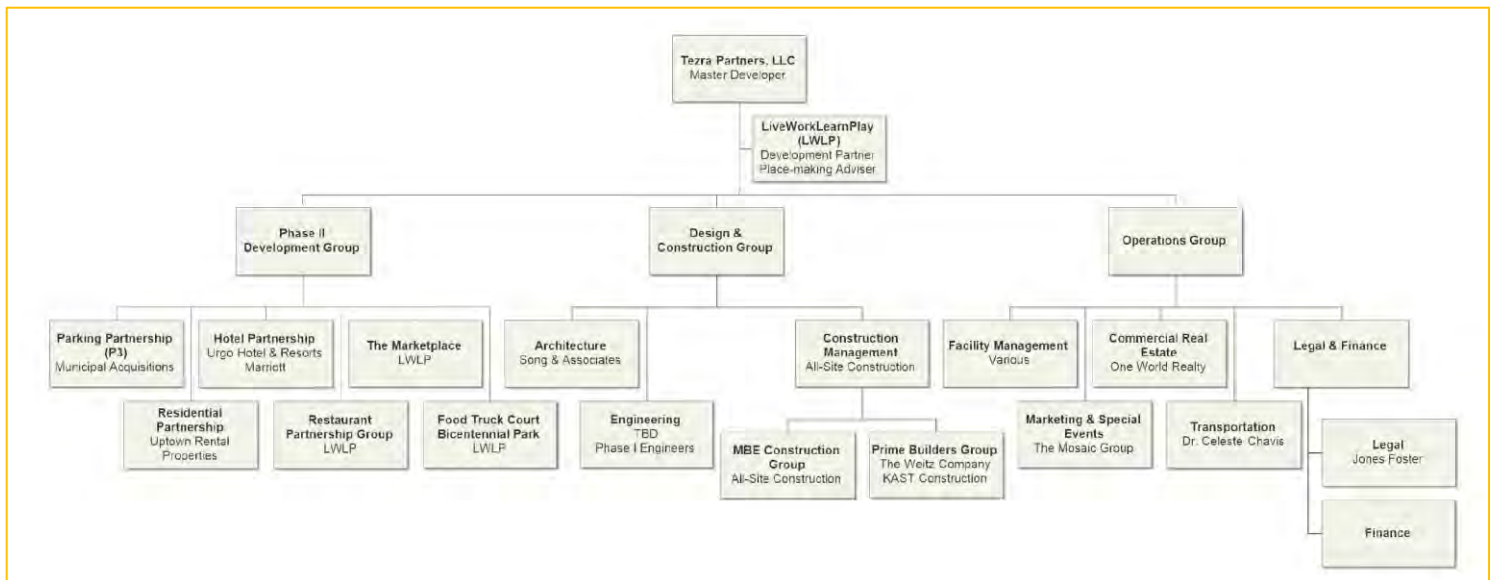


LiveWorkLearnPlay has more than 80 years of combined experience in 9 countries. They are recognized as a world



leader in creating the heart of communities: villages, downtowns, main streets, waterfronts, town centers, plazas, town squares, college towns and university districts. LWLP served as the consultants to Viking Developers and completed both the Riviera Beach Marina Strategic Assessment Plan and then the Marina Village Conceptual Plan that led to the Phase I improvements and the inspiring new plan that you propose for Phase II. We are excited about continuing LWLP’s involvement.

We have secured a Development Team of unmatched significance when it comes to performance, in-house capabilities and service.





Principals and In-House Capabilities

Our organization has been structured in three groups: (1) Development; (2) Design & Construction; and (3) Operations. As explained in Section F, Developer Approach, we have created world-class development partnerships to deliver Phase II improvements at the Marina. Our team has the required capacity and in-house services to successfully implement our redevelopment plan on-time and on-budget. The summary of the team and their roles are highlighted below and in Section E. The Leadership Narrative follows the chart below.

Development Partners & Key Staff	Role & Responsibilities
Tony Brown, TBCG	Managing Member of Tezral (Authorized Representative)
Ezra Saffold, All-Site	Member of Tezral, Principal in Charge of Construction
Richard Martz, LWLP	Implementation Partner: Restaurants & Marketplace; Placemaking Activities (Food Truck Court)
Jeff Pacy, Municipal Acquisitions	Parking (Public-Private Partnership)
Don Urgo, Sr., Urgo Hotels & Resorts	Hotel Developer & Manager
Daniel Schimberg, Uptown Properties	Residential Developer
Design & Construction Group	
Mark Clary	Song + Associates
Jill Lanigan	Song + Associates
To Be Determined	Civil Engineer
Ezra Saffold, All-Site Construction (MBE)	Construction Manager/Owners Representative
Rich Cleveland, FX Facility Group (MBE)	Construction & Facility Management
Jim Wells, Weitz	Construction Management
Dave DeMay, KAST Construction	Construction Management
Operations	
Ann Marie Sorrell, The Mosaic Group	Marketing, Economic Inclusion and Special Events
Chip Lubeck, One World Realty	Commercial Broker & Property Management
Richard Martz, LWLP	Restaurant & Marketplace Operations
Grasford Smith: Jones, Foster, Johnston & Stubbs, PA	Legal
Celeste Chavis, TBCG	Transportation
Latoya James, TBCG	Federal & Local Incentives
John Sciarretti, Novogradac & Co.	New Markets Tax Credits/Structured Finance

Leadership Narrative



Tony Brown leads the Development Team. He is the Managing Partner of T. Brown Consulting Group (“TBCG”), a real estate development and consulting firm. Mr. Brown is the former executive director of the Riviera Beach Community Development Agency, where he served in this capacity for six years (2010 – 2016). Mr. Brown secured financing for over \$30 million in the Phase I Marina Village development and oversaw its completion in 2016. Mr. Brown has a distinguished record of achievement in the field of community development and finance. His capital solutions have resulted in over \$10 billion in private capital flowing into underserved areas for grocery stores, loans to small and minority-owned businesses and to create new lifestyle communities. Mr. Brown’s commitment and advocacy for community and economic development has been recognized by many organizations. He was honored by former United States Secretary of Treasury, John Snow, in appreciation for “*contributions to the effective and efficient operations of the Department of Treasury;*” an African-American Achiever in Business (Florida); and has received community service awards from a variety of organizations.

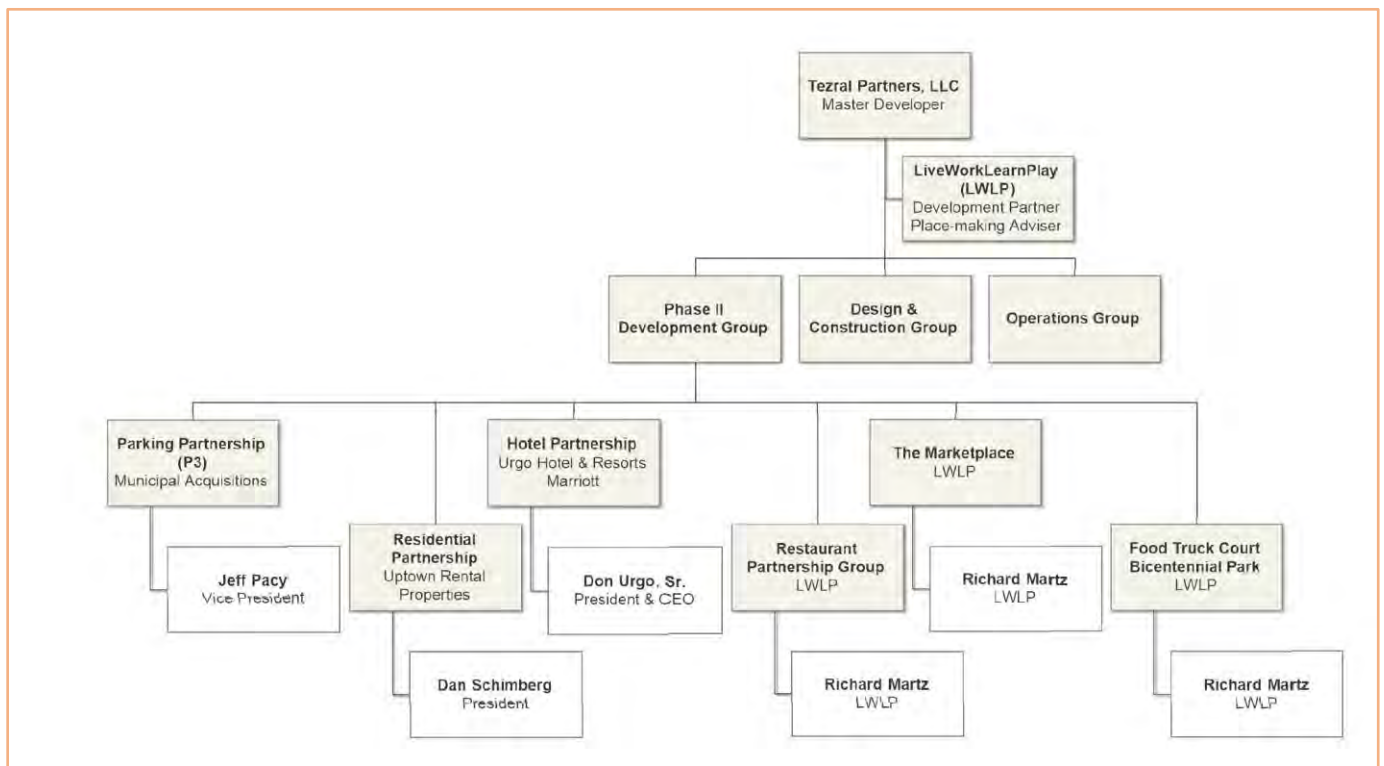
Ezra Saffold is a third generation Riviera Beach contractor and entrepreneur who has successfully led All-site Construction since 2001. All-Site Construction, Inc. is a General Contractor and has been in business for 17 years specializing in construction management services for local governmental agencies and private developers; including construction services for real estate owned by Mr. Saffold through a variety of companies and partnerships. The firm has received many accolades including MBDA’s Minority Construction Firm of the Year and Palm Beach County’s Matchmaker 2011 DBE of the Year Award.



LiveWorkLearnPlay (“LWLP”) is an international real estate development and advisory firm, dedicated to creating iconic and thriving mixed-use neighborhoods. LiveWorkLearnPlay’s world-renowned experts focus on envisioning, planning, and implementing viable, large-scale mixed-use real estate projects and districts. LiveWorkLearnPlay has more than 80 years of combined experience in 9 countries. LWLP is recognized as a world leader in creating the heart of communities: villages, downtowns, main streets, waterfronts, town centres, plazas, town squares, college towns and university districts. Their vision inspired Riviera Beach Marina Village and the Concept Master Plan approved.

SECTION D: PROJECT EXPERIENCE

We have organized an exceptional development team to work in partnership with the City of Riviera Beach to create a destination property and help the City achieve its mandate to becoming regional cross-roads, gateway, destination, employment hub and innovation center. The Tezral development team is a robust group of industry leading businesses and executives in community development and finance, construction, residential development, hotel management and development. We have secured the interest of Marriott International for a Residence Inn franchise and Mr. Brown, with LWLP, particularly have proven track records for delivering results at the Marina. Further, we have previous experience working together with the added benefit of extensive knowledge of the Riviera Beach market.



LWLP inspired the vision for Riviera Beach Marina Village by first assessing the market potential and creating a strategic outlook. The City of Riviera Beach is poised to be a significant economic driver for Palm Beach County and LWLP defined the economic drivers for this accomplishment. LWLP knows how to leverage the City’s attributes for economic prosperity.



PROVEN TRACK RECORDS CREATING URBAN WATERFRONT DESTINATIONS



Marina District

Riviera Beach, Florida

www.rivierabch.com

Downtown Revitalization & Urban Projects

After over 20 years of false starts, the City of Riviera Beach, its Community Redevelopment Agency and Viking Developers, broke ground in 2014 on the revitalization of its waterfront based on a master plan and strategy developed with LWLP.

The Place

The City of Riviera Beach had been attempting to redevelop its Marina waterfront lands for over 20 years, but political issues, lack of community consensus, and economic cycles had historically prevented the project from moving forward. The project, the last major waterfront redevelopment opportunity in South Florida, is centrally situated within Palm Beach County, surrounding “high-valued” resident and visitor markets, and the city’s thriving marine and port district.

Our Focus

LWLP, working as a key development partner with the project’s master developer, Viking Developments, drove the transformation of the site to envision a marina and restaurant-anchored, mixed-use waterfront, regional entertainment destination, and employment center. Aimed to be a hub for community gathering, culture, and waterfront recreation, the strategies implemented at the Marina District were built on the strengths of existing operators, vendors, and the marina industry to revitalize and redevelop the site.

Project Context

Master Development & Waterfront Revitalization

Client/Developer

Viking Developers

Size

- Marina: 150 slips
- Retail: 350,000 sq. ft.
- Office/Commercial: 450,000 sq. ft.
- Residential: 350 units
- Hospitality: 125-room hotel
- Parking: 2,500 spaces

What We Achieved

- Brokered a binding agreement between the master developer and the community Redevelopment Agency, setting clear roles and responsibilities among stakeholders, enabling the development to progress
- Led the complete master and development planning process, which was successfully approved by City Council
- Performed a detailed market analysis and economic study, informing the development strategy and project program
- Performed broad-based community outreach, interfacing with local and regional stakeholders, garnering community support for the program plan
- Partnered with the master developer to lead the development team and implementation of the site plan

Brown took the helm of the Riviera Beach Community Redevelopment Agency from 2010 – 2016 as its executive director and with his expertise in community development finance acted as a government sponsored real estate developer. The results:



Riviera Beach Marina Village

Besieged with problems for 20 years, Brown engineered the financing plan for the Riviera Beach CRA to remake Marina upland properties: Borrowed nearly \$26 million from BB&T Bank secured by tax increment revenues



Riviera Beach Marina Village - Event Center

\$7 million in New Markets Tax Credit ("NMTCs") funds rebuilt a community facility formerly known as Newcomb Hall as the new Event Center anchor in Marina Village. Community Outreach efforts designed facility and amenities for the Marina



PROVEN TRACK RECORDS CREATING URBAN WATERFRONT DESTINATIONS

Related Project Experience

3 PROJECT TITLE: Riviera Beach Marina Redevelopment.
PROJECT LOCATION: 190 East 13th Street, Riviera Beach, FL 33404



SCOPE OF WORK: This project consists of 28-acres of redevelopment, including new streets, sidewalks, extensive utility improvements, a new community building, an upgraded and reprogrammed bicentennial park with an interactive water playground, concessions pavilion and a boardwalk/promenade tying the site to the recently renovated marina.

FIRMS RESPONSIBILITY & DELIVERY METHOD: CM @ Risk/ Partner

OWNER INFO: Name: Riviera Beach CRA.
Address: 2001 Broadway, Suite 300
Riviera Beach, FL
Phone: Scott Evans 561-844-3408
Email: sevans@rbkra.com

SIZE OF PROJECT: Event Center = 33,000 SF
Site = 958,320 SF

CONSTRUCTION COST: \$25,000,000

PRESENT STATUS: Project completed April 2016.

KEY PERSONNEL: Ezra Saffold - Project Executive.
Joe Pyles - Project Engineer.

ARCHITECT'S REP & CONTACT: Song + Associates, Inc. Jay Quillen 561-655-2423

RELEVANCY

- WITHIN IN LAST 5 YEARS ✓
- OCCUPIED FACILITY ✓
- PROPOSED STAFF OF PROJECT ✓

CMAR for various capital improvement projects on a continuing contract basis. • All-Site Construction, Inc. •

PROVEN TRACK RECORDS CREATING URBAN WATERFRONT DESTINATIONS

Urgo Hotel & Resorts knows the hospitality industry. They are one of Marriott's leading operators and have been recognized by Marriott for their hotel management and customer service. Urgo develops, owns and/or operates distinctive and unique hotels and resorts in major markets and resort locations in the U.S, Canada and the Caribbean. Their current portfolio is comprised of 44 hotels with more than 6,500 rooms.

Marriott Resort and Spa

In 2014 the hotel was recognized as Marriott's Hotel of the Year for the eastern division.

Location:

Riviera Beach, Florida

Property Type & Description:

In October, 2009 Urgo Hotels acquired WCI's interest in the 239 unit Luxury Collection hotel in Palm Beach-Singer Island, Florida. Upon closing, Urgo Hotels repositioned the hotel as a Marriott Resort and Spa. In 2010, while the market is experiencing declining RevPAR growth, Urgo Hotels is on pace to grow RevPAR at the Resort at an annual rate of 15% while decreasing operating expenses substantially.



PROVEN TRACK RECORDS CREATING URBAN WATERFRONT DESTINATIONS

Marriott Resort and Spa

Location:

Pompano Beach, Florida

Property Type & Description:

Urgo acquired the Ocean point hotel in Pompano Beach Florida with an existing 100 rooms. The

hotel was completely renovated along with the new construction of an 8 story 110 room tower next to it with a single-story connector building housing the meeting space and an outdoor function terrace on the roof. The property at completion consists of 219 rooms all of which have outdoor patios and ocean views, over 4,000sf of function space, an ocean front fitness center, boutique spa, a beachfront restaurant with an indoor/outdoor bar, two pools and one of the widest sections of beach in South Florida.



PROVEN TRACK RECORDS CREATING URBAN WATERFRONT DESTINATIONS

Residence Inn

Location:
Baltimore, MD

Property Type & Description:

Urgo acquired two existing buildings in the Inner Harbor of Baltimore to develop a new hotel. Both buildings were demolished and in its place Urgo developed a 188 key high rise Residence Inn by Marriott with an exterior architecture to match the surrounding historic buildings. The hotel was sold at completion to a unsolicited bidder



MIXED-USE PROJECTS WITH RETAIL, RESTAURANTS AND HOTEL USES



Downtown Tallahassee
Tallahassee, Florida
www.tallahasseedowntown.com

Downtown Revitalization & Urban Projects

LWLP's key recommendations for downtown Tallahassee were universally accepted by public and private stakeholders, and key local organizations have begun to take appropriate action.

The Place

The City of Tallahassee is the capital of the United States' fourth most populous state, Florida, and the only incorporated municipality in Leon County. Home to acclaimed institutions such as Florida State University (FSU) and Florida Agriculture and Mechanical University (FAMU), and the center of state government, Tallahassee has seen a surge of investment in the downtown area over the past five years. The Tallahassee Downtown Improvement Authority (TDIA) is an organization formed by the Florida Legislature to promote development, commerce, and hospitality within the downtown core of Tallahassee; and the Community Redevelopment Agency (CRA) is a separate organization meant to foster and catalyze development within its designated districts in the City of Tallahassee.

Our Focus

In early 2013, the TDIA, CRA, and private sector stakeholders realized that if downtown Tallahassee were to become a vibrant mixed-use destination for residents, employees and tourists, a coordinated vision and revitalization strategy would be required to maintain development momentum and to ensure that urban growth would continue in line with community desires. LWLP was engaged to provide strategic planning detailing recommendations and direction on priorities that should guide future planning, development, and investment decisions, with a view towards helping the downtown achieve its potential through continued growth and improvement.

40 | LiveWorkLearnPlay

Clients

- City of Tallahassee Community Redevelopment Agency
- Tallahassee Downtown Improvement Authority

Project Context

Downtown Revitalization Strategy

What We Achieved

- Interviewed and engaged with a variety of public and private stakeholders from a broad cross-section of government organizations, agencies, local business owners, private sector community representatives, citizen groups and other members of the public
- Reviewed background research, statistics and information gathered from various sources to provide a baseline of previous intelligence and existing information, including historical studies and reports relating to the downtown, city, and region, as well as initiatives currently underway
- LWLP produced and delivered a strategic report that includes specific recommendations for priority initiatives, including public realm improvement projects, economic development and promotional strategies, land-use policy recommendations, and primary opportunities for major redevelopment projects, all serving to bring vibrancy and sustained growth to downtown Tallahassee
- Championed the report's findings to a broad audience of key stakeholders, public officials and select members of the community to garner support for its adoption and implementation
- Two critical recommendations regarding large-scale development opportunities, resulted in immediate actions from the City, in the form of necessary land exchanges and RFPs for the redevelopment of both FSU's Civic Center and the area surrounding Cascades Park

LWLP, Uptown Rental Properties and TBCG have another market in common – Tallahassee, FL. LWLP crafted the master plans for Downtown Tallahassee and College Town around Florida State's campus. Today, ***Uptown Rental Properties (in partnership with North American Properties)*** and ***TBCG (in partnership with Frenchtown Redevelopment Partners)*** are leading multi-million-dollar mixed-use real estate development projects that are transforming business districts in Tallahassee.

MIXED-USE PROJECTS WITH RETAIL, RESTAURANTS AND HOTEL USES

Cascades

Location:

Tallahassee, FL

Property Type & Description:

Cascades Project is a transformative urban redevelopment of two full city blocks in downtown Tallahassee. It will become an iconic, mixed-use destination that offers a vibrant live-work-play experience of Tallahassee and leverages the public investment in Cascades Park to perpetuate a high quality of life in the downtown area.

Cascades is Tallahassee’s largest economic development initiative in recent history, and according to an independent study published by the Office of Economic Vitality, will generate more than \$350 million in economic impact, creating nearly 700 permanent jobs.

Cascades will feature market rate mid-rise residential offerings, along with retail, commercial offices, multiple restaurants, and a hotel. The development also includes an expansive public plaza. Dedicated community arts and cultural space will support the Amphitheater and park events, while outdoor areas and pedestrian-friendly paths will provide family-friendly entertainment and connection to downtown.



A historic plaza will be located prominently at the southeast corner of the intersection, serving as an entrance to the development and public plaza. It will include a memorial honoring the significant events of the Civil Rights Movement in Tallahassee in the 1960’s and the specific WPA-era history of the site.

Total Units & Type:

- 174 Market rate apartments, 33,000 SF retail, 50,000 SF office building and 154 room AC Marriott Hotel

Income Levels Served, if Applicable:

- Market Rate Apartments

MIXED-USE PROJECTS WITH RETAIL, RESTAURANTS AND HOTEL USES

Frenchtown Gateway

Location:

Tallahassee, Florida

Property Type & Description:

The Frenchtown area of Tallahassee was originally settled in 1831 by settlers who moved to Florida from France. After the Civil War, Frenchtown became a residential area mainly inhabited by newly emancipated slaves.

As racial desegregation became the law of the land in the 1960's, African American schools closed and the Frenchtown

community experienced significant urban flight. The Frenchtown Gateway project is set to spark revitalization of the Frenchtown neighborhood. TBCG was selected as Fee-Developer to assist the property owners implement the Frenchtown Gateway Plan.

Total Units & Type:

The project to consists of three buildings representing 58,400sf of retail space; 200 apartment units , 25,000sf office tower and 20 townhome units

Income Levels Served:

- Mixed Income Rental units
- Grocery Store for food desert community



MIXED-USE PROJECTS WITH RETAIL, RESTAURANTS AND HOTEL USES

TBCG and Uptown Rental Properties have an association that dates back over 15 years when Mr. Brown served as president of the Uptown Consortium, in Cincinnati. Mr. Brown has recruited Dan Schimberg, president of Uptown Rental Properties, to help develop Riviera Beach’s next great waterfront property.

University of Cincinnati: Short Vine Business District



Vine Street has emerged as one of Uptown Cincinnati’s hottest places as a development and entertainment hub. Brown orchestrated the plan to spark this re-emergence: Recruited qualified developers to implement components of the plan Used New Markets Tax Credits and tax increment funds to finance public parking structure; transferring air rights to hotel developer.

Short Vine, Cincinnati

Mr. Schimberg has grown his company to include development of over 2,500 apartment units in Cincinnati alone and is currently developing in Tallahassee, FL (including 900 units in 6 years) and in Myrtle Beach, SC. He is one of the leading residential developers in the Uptown Cincinnati redevelopment area.



MIXED-USE PROJECTS WITH RETAIL, RESTAURANTS AND HOTEL USES

Burnet Avenue Revitalization

Mr. Brown brought his innovative financing experience to Cincinnati in 2004 as President of the Uptown Consortium and led redevelopment initiatives in the Avondale and Corryville neighborhoods. The resurgence that Burnet Avenue and Short Vine experience today was started under Mr. Brown's leadership. TBCG's proven strategies have changed the landscape in central city neighborhoods and the urban core. Our Development Team understands the unique benefits of public-private partnerships for a multiphase development.

Location:

Avondale Neighborhood, Burnet Avenue, Cincinnati, Ohio

Property Type:

Large Scale Mixed-Use Development

Total Units & Type:

84 units of affordable and senior housing
Significant land assemblage (\$15 million)

Income Levels Served:

Very low, low and moderate income housing
Market rate housing to attract area works to community

Other Uses:

Over 181,000sf of office and medical space developed
Funded programs to support minority-owned businesses

Ownership Type:

Uptown Consortium (see following pages)

Equity & Financing Highlights:

\$180 million private financing for real estate acquisitions and neighborhood development; including \$97 million Uptown Partners Investment Fund created by an allocation of New Markets Tax Credits. The Uptown Consortium was founded by the chief executive officers of Cincinnati Children's Hospital Medical Center, Cincinnati Zoo & Botanical Garden, The Health Alliance of Greater Cincinnati, TriHealth, Inc. and University of Cincinnati. Brown organized all the funding instruments and raised the capital among institutions and bank investors.

Completion Date:

2010 and ongoing



MIXED-USE PROJECTS WITH RETAIL, RESTAURANTS AND HOTEL USES



Location:

1. 3440 Burnet Avenue, Cincinnati, Ohio (Cincinnati Herald Building)
2. 3430 Burnet Avenue, Cincinnati, Ohio (CCHMC Medical Office Building)

Property Type:

1. Commercial Office and Ground Floor Retail
2. Medical Office Building

Total Units & Type:

Not Applicable

Income Levels Served:

Revitalize business district by extending hospital services into the neighborhoods; expand array of services for low income community; increase employment opportunities for Avondale residents; eliminate blight and encourage walkable business district

Other Uses:

1. 46,000sf mixed-use office building (office & retail)
2. 135,000sf medical office building



MIXED-USE PROJECTS WITH RETAIL, RESTAURANTS AND HOTEL USES

TBCG has developed over 240,000 sf of retail grocery space throughout the United States. Our entire portfolio consists of financing grocery stores in food deserts. We have increased the provision of commercial goods and services to residents of Low-Income Communities. Grocery stores are attractive anchors in neighborhood business districts and can change the viability of a shopping center. Grocery stores attract significant foot traffic and aid in the sustainability of other tenants and provide economic revitalization. Our stores have sparked additional retail development in every market served.

Grocery Store Development

An experienced grocery store developer, TBCG has secured capital from Fifth Third Bank to grow its portfolio of grocery stores in Florida. Oak Ridge, TN is an area underserved by retailers.

In 2014, TBCG secured New Markets Tax Credits to develop the largest Kroger store in TN - 110,000sf.

In 2012, Kroger and TBCG opened the 79,000sf Houston Store on Studemont Avenue to serve a former food desert area and offer a large selection of natural foods.

In Columbus, Ohio a remodeled Kroger store developed in partnership with TBCG in 2010 sparked the revitalization of the Short North area



MIXED-USE PROJECTS WITH RETAIL, RESTAURANTS AND HOTEL USES

Courtyard and Residence Inn

This development was the first of its kind for Marriott and won the best opening award from Marriott.

Location:

Montreal, Quebec

Property Type & Description:

Urgo Hotels developed a 329-room hotel Marriott hotel complex at the Montreal airport. Urgo Hotels is an owner of the property and operates the property. Urgo developed the two hotels together sharing common facilities including roughly 7,000 square feet of meeting space, back of house space, a pool, health club, and other amenities. This Courtyard Hotel also achieved the highest guest satisfaction in the Courtyard system and consistently achieves the highest RevPAR in the market which includes Marriott and Hilton full service hotels.



Municipal Acquisitions

Redevelopment of the Marina has stalled as a result of insufficient land to secure ample parking. The Tezral Plan solves this problem in a proposed partnership between Municipal Acquisitions and the City of Riviera Beach. Municipal Acquisitions is a private real estate investment firm based in Washington, DC. with approximately \$400 million in their current portfolio. To date, more than fifty of the world's most respected insurance companies, pension and retirement funds, mutual funds, and family offices have co-invested in their transactions.



Eastern Kentucky University Parking Facility Richmond, KY

In March 2016, a wholly-owned affiliate of Municipal Acquisitions purchased the Grand Campus student housing facility. As part of the transaction, Municipal Acquisitions funded the construction of a much needed 350-space structured parking facility on EKU's main campus. The facility was delivered in December, 2017.



SECTION E: TEAMING

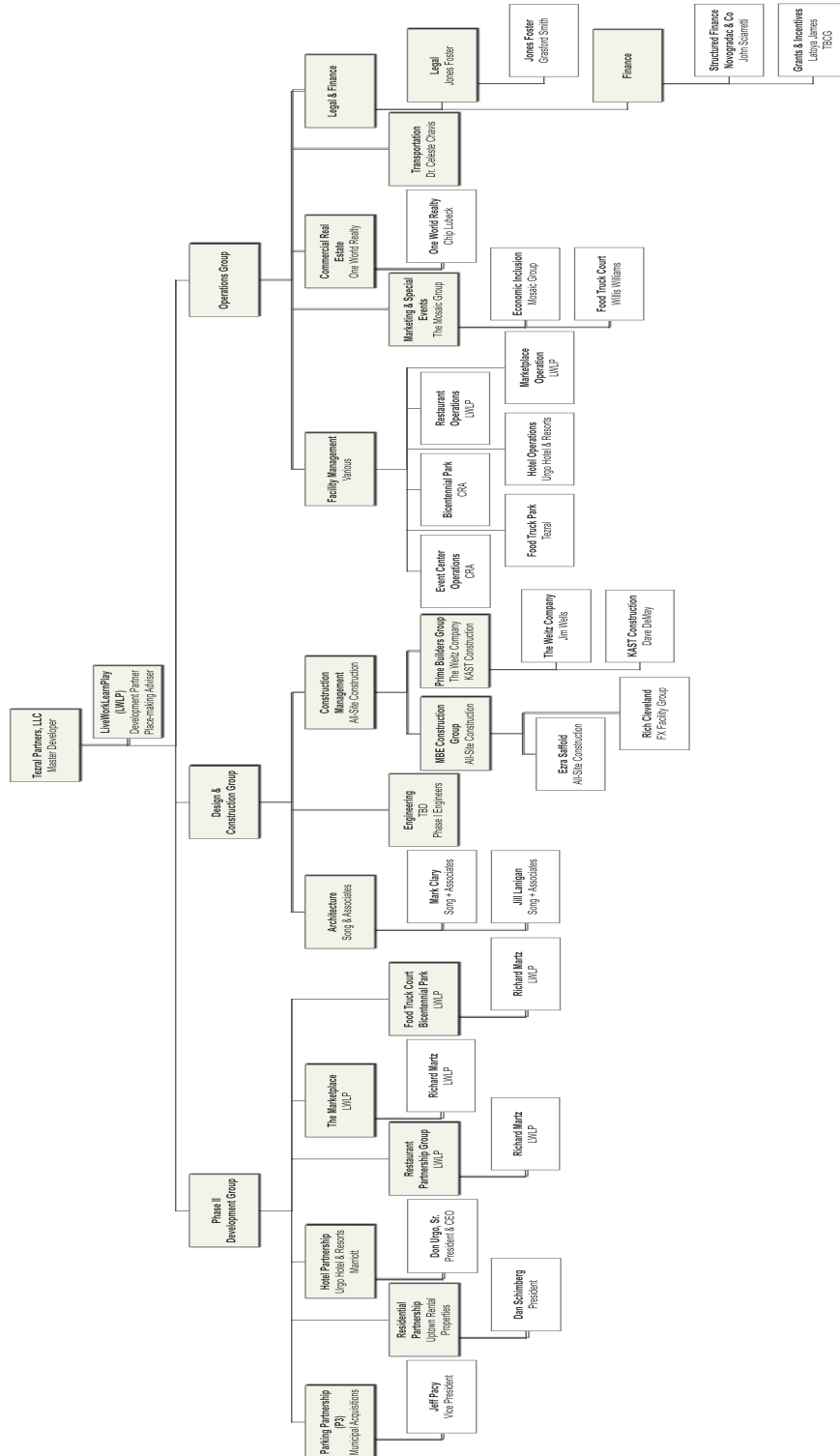
As evidenced from the Chart on page six (6), Tezral’s development team is focused on local participation, prioritizing contracting opportunities with Local W/MBEs, and we have structured our Workforce Development Program to be impactful from construction to operations. Tezral is prepared to measure and report real community benefits throughout all phases of our project.

Our \$200 million development is slated to produce 842 construction jobs and 477 permanent jobs when the Alternative Case Scenario is complete. The key relevant facts of the local and economic inclusion components of our Development Team are outlined as follows:

Development Partner/Contractor	Economic Impact
Master Developer	<ul style="list-style-type: none"> • 100% Local and Minority-Owned
Hotel Development	<ul style="list-style-type: none"> • Local Operator/Manager; Ownership group to be organized as Local and Minority-Owned to feature a Residence Inn franchise
Restaurant Development	<ul style="list-style-type: none"> • Recruiting Riviera Beach area restaurants (McCray’s BBQ and Rodney’s Crabs) to feature at Site 3 or Food Court option; property ownership group to be organized as Local and Minority-Owned
Marketplace Development	<ul style="list-style-type: none"> • Incubator or farmer’s market setting to benefit micro and small businesses
Residential Development	<ul style="list-style-type: none"> • 50% partnership interest to be local and minority-owned
Parking Operations	<ul style="list-style-type: none"> • Proposed Public-Private Partnership allows acquisition of Viking’s land and shared parking facility option to include the Port of Palm Beach for additional cashflow capacity
Construction Management	<ul style="list-style-type: none"> • MBE Controlled Process by All-Site • 100% Local Firms • Business contracting that prioritizes qualified local W/MBEs
Architecture Firm	<ul style="list-style-type: none"> • 100% Local and WBE
Marketing Firm	<ul style="list-style-type: none"> • 100% Local and W/MBE
Workforce Development	<ul style="list-style-type: none"> • Local Non-profit with proven results
Commercial Broker & Property Manager	<ul style="list-style-type: none"> • 100% Local Firm
Legal Counsel	<ul style="list-style-type: none"> • 100% Local Firm (African-American assigned Partner)

Development Group:

The Project Experience and qualifications of the Development Group is highlighted in Section D, Project Experience.



Design & Construction Group

The team, which largely designed and built Phase I of Marina Village, have been secured by Tezral to complete Phase II. The involvement of these professionals brings great insight to the Marina’s infrastructure and knowledge of the City’s permitting and approval processes.

Architect.



Song + Associates is a woman-owned, certified M/WBE firm and a certified Small Business

Enterprise (SBE). Song + Associates has consistently demonstrated excellence in delivering a wide variety of design solutions for all types of architectural projects. Offering a comprehensive array of services enables them to meet all of their clients’ facility needs in every project phase from facility condition assessments, space planning, and master planning to construction documents, interior design and construction administration. Song + Associates dedicate themselves to the needs of clients and have successfully served a broad base of public and private individuals and entities in the educational, governmental, infrastructure, commercial, nonprofit, healthcare, hospitality and residential sectors.

Song served as the architect of record for Marina Village, Phase I. Song also designed Riviera Beach CDC’s award winning Community Garden and Linear Park in Riviera Beach Heights.

Construction Management

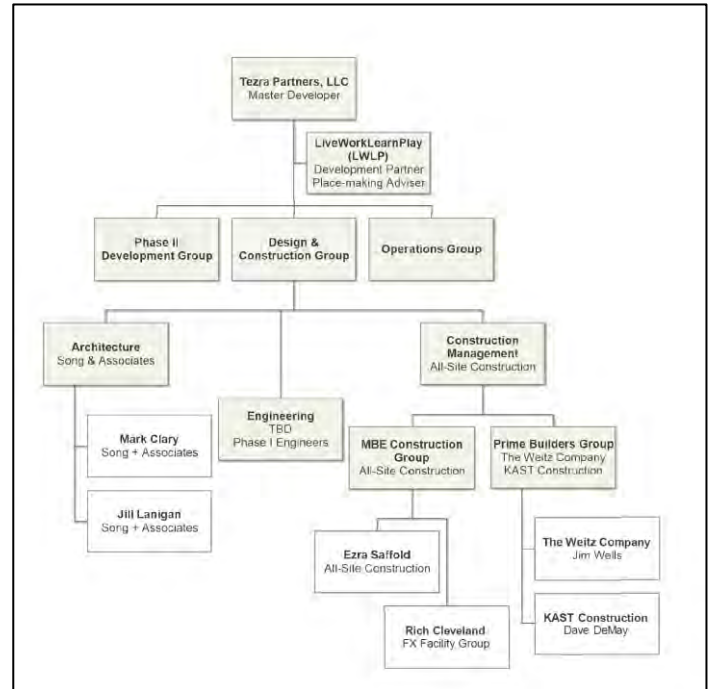
Tezral’s commitment to local contracting and W/MBE participation is evident by our structure. Tezral principal, All-Site Construction, will oversee all construction management services and will work closely with the Mosiac Group to achieve the goals outlined in our Community Benefits Plan.



All-Site Construction (“ASC”) has successfully completed small and large-scale renovation projects in municipal facilities including fire stations, police stations, libraries, airports and owner-occupied commercial and residential facilities. The firm has received many accolades including MBDA’s Minority Construction Firm of the Year and Palm Beach County’s Matchmaker 2011 DBE of the Year Award.



Weitz Construction, founded in 1855, is one of the oldest construction companies in the United States. The Weitz way delivers value and eliminates waste during the construction process. Weitz successfully implemented the CRA’s Construction Management Apprenticeship Program. There All-Site and three additional minority-owned firms, worked closely with Weitz during the Marina Phase I development and learned to manage a large scale construction project at various stages. Weitz will work closely with All-Site in





estimating and scheduling; serving as the prime when assigned and will largely function as the prime contractor for projects in excess of \$5 million.



KAST Construction has been brought onboard to add capacity to Tezral’s Residential Development delivery. KAST Construction is a full-service construction management firm with offices in West Palm Beach, Miami and Tampa, Florida. KAST is currently building nearly 3,000 rental units in South Florida.

Operations Group

Our team is keenly focused on Operational excellence. We know that the creation of a “Sense of Place” requires a great watersport experiences and an array of food choices that will keep the public returning for more. Our Operational team is comprised of Tezral-principal personnel and outside consultants to help deliver quality customer service.

Event Center and Bicentennial Park

We are recommending that management of the public facilities at the marina remain with the CRA. Management of these facilities will require coordination and elaboration. Our plans are further discussed in the Community Benefits Section (Section O).

Marketing & Special Events



The Mosaic Group, an award winning public engagement firm headquarter in West Palm Beach and lead by President & CEO, Ann Marie Sorrell, will manage the Marketing, Food Truck Court and deliver an exciting schedule of special events throughout the year. The Mosaic Group is a Certified Minority/Woman Business Enterprise with Palm Beach County and has served over 200 public and private sector clients locally, regionally, and globally since 2005.

Property Management and Commercial Brokering Services



Singer Island based, *One World Realty*, will manage the upkeep of Marina Village and the recruitment of tenants with Mosaic to ensure facilities are clean and well leased. Established in 1975, the company specializes in residential and commercial properties, and property management services.

Legal and Real Estate Services



Jones Foster’s Real Estate Practice has served as a cornerstone of the Firm since its inception in 1924. Grasford Smith will serve as the firm’s representative to Tezral. Mr. Smith concentrates his practice on complex commercial litigation, intellectual property litigation, and transactional matters. On matters potentially involving eminent domain, he will be supported by Adams Weaver. Mr. Weaver has maintained a statewide practice in eminent domain and related land use litigation for over thirty years.

SECTION F: DEVELOPER APPROACH

As stated earlier, we understand the unique economic opportunities of the Riviera Beach Marina Village because our team inspired its vision and implemented Phase I. We are the team best poised to create an engine of revitalization, attracting new investments, businesses and jobs. We welcome the opportunity to finish the work we started.

Our approach to development is a complete realization of the City’s mandate “to enhance the quality of life for all citizens by creating new avenues to opportunities and prosperity.” Our plan creates owners, provide a variety of spaces and venues for entrepreneurs and integrates an economic inclusion plan for employment at the start of construction to operations.



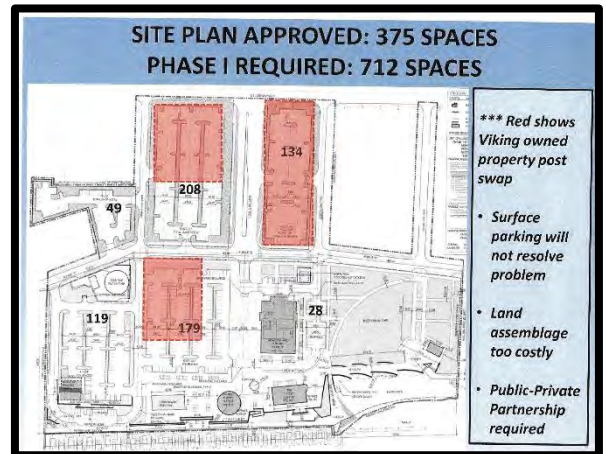
- Our Alternative Plan Scenario creates 842 construction jobs and 477 permanent jobs. Our Community Benefits Plan in Section O explains the Workforce Development Program to be implemented. Our MBE Construction Group, led by All-Site Construction, is designed to participate meaningfully in the construction process.
- The tangible returns to the City’s resident from our \$201 million development is projected to produce \$1.5 million in annual property taxes (Alternative Scenario) which will pay dividends for future generations.
- We have structured ownership opportunities for the hotel, restaurant assets and the marketplace to give residents and local businesses in the community an opportunity to be owners, investors and entrepreneurs. Mr. Brown, a leading expert in community development fiancé, will lead the investment effort to create local ownership of the private Elements in the Marina Village.

- Our Placemaking Advisor, LiveWorkLearnPlay, was commissioned by Viking Developers and drafted the Strategic Opportunity Plan to create a vibrant waterfront that is welcoming to both visitors and residents; and to strengthen the Marina’s public spaces and community assets. We wrote the plan and have the experience to implement this great vision.

Ensure Public Waterfront is Protected and Enhanced

The Tezral Plan places land assemblage and parking capacity a priority in our development approach. We envision two parking structures with up to 2,000 parking spaces wrapped in a mix of other uses to include up to 325 units of workforce housing (affordable to families with annual incomes of \$57,580 or less) and 30,000sf of commercial or retail space at Sites 7 and 8.

The availability of parking is the single most important issue to be resolved for the development of the Marina and this issue was highlighted in the Walker Parking Consultants study, illustrated to the right.¹ The Parking Study cited **a current deficit of 239 spaces** for the current development (Phase 1A) defined by the Event Center/Bicentennial Park if the Viking Yachtsman Parcel is excluded (179 parking spaces). The Parking Study highlighted parking demand between 1,449 spaces (weekday) and 1,760 spaces (weekend) for the Master Development Plan approved in 2016. By developing 2,000 parking spaces, the Tezral Plan exceeds the Walker Parking recommendation and we offer a financing strategy for the public ownership of



Development Approach



¹ Marina District Shared Parking Demand by Phase. Walker Project #15-1938.03.

privately-owned parcels needed to implement the Alternative Plan Scenario, while enhancing public access to the waterfront.

Development Approach

Though we have complied with the RFP and presented a Base Scenario, it is our recommendation that we implement the Alternative Plan to ensure that the public waterfront is protected and enhanced by the Project.

1. Build parking structures west of the waterfront and purchase privately held parcels owned by others. Our team includes Municipal Acquisitions and a financial commitment for \$47.5 million (see Tab G) to acquire land owned by Viking and construct the parking garages at Sites 7 and 8. This would require the City or Port of Palm Beach to master lease the parking garage in a P3 Agreement.
2. Wrap parking garage with 325 residential units (workforce housing) and 30,000sf of commercial or retail space at Sites 7 and 8
3. Begin marketing to secure Restaurant 1 (Site 1) while parking is under construction
4. Relocate Marina Operations to Site 5 and begin construction of Hotel (Site 6) when parking structures are complete.
5. Following completion of parking at Site 7, begin construction of Marketplace West (Site 7) and Marketplace North & South (Site 5) and Linear Park (Site 9)
6. Activate Food Truck and Bicentennial Park (Site 4) after hotel is constructed.
7. Market and secure Restaurants for Sites 2 &3 when Site 7 parking is complete
8. Relocate Marina Operations back to Hotel Site (#6)
9. Begin construction of Restaurants at Sites 2 & 3
10. Market Marina Village as a great place and destination property





SECTION G: FINANCIAL CAPACITY

TBCG’s capital solutions have resulted in over \$10 billion in private capital flowing into underserved areas for grocery stores, loans to small and minority-owned businesses and to create new lifestyle communities in low income areas.

Mr. Brown is the financial architect of Phase I of Marina Village and our team is capable of securing \$201 million for Phase II. Our response to the RFP includes financing commitments for nearly \$76 million. Mr. Brown’s financing contributions in Riviera Beach alone:

- Structured and secured over \$26 million loan from BB&T Bank to provide funding for infrastructure improvements at the Marina, Bicentennial Park and Riviera Beach Heights neighborhood;
- Structured and secured \$7 million in New Markets Tax Credit (NMTC) funding to complete construction of the Event Center as envisioned by community stakeholders;
- Created the Riviera Beach Community Development Corporation and secured over \$1 million in grant funds to build new homes for neighborhood development;
- Created the Riviera Beach Community Development Entity to attract future NMTC funding to finance local businesses to locate in the Marina.

Selecting the Tezral Team will allow the City/CRA to continue to benefit from TBCG’s creative and innovative financing strategies to advance improvements at the Marina and allow Riviera Beach residents and local business to participate in the redevelopment process. Tezral has structured a series of special purpose entities to maximize local ownership in the hotel and restaurant properties. Tezral Partners is leading an economic inclusive development process to ensure that the income and wealth associated with developing the Marina is beneficial to the local community.

We have secured over \$47 million in a financial commitment to acquire land owned by Viking and construct 2,000-space parking garages and 325 units of Workforce Housing from Municipal Acquisitions. Our application includes an additional \$28 million financing commitment from Fifth Third Bank in support of TBCG’s application for New Markets Tax Credits where Marketplace North and West are included in the pipeline of projects.

Audited Financial Statements

At the advice of legal counsel, we have opted not to publicly disclose our financial information as closely-held companies given the confidential and proprietary nature of our financial results. Audited and compiled financial statements for TBCG and All-Site, owners of Tezral Partners, will be made available to staff upon request if selected to negotiate as the “Top-Ranked Proposer.”

Bank credit and reference letters, including the bonding capacity of All-Site, are enclosed in this section. The financial commitment letters referenced above are also included.



Regulatory Compliance

There are no pending or active investigations by any authority or agency of Federal, State, County, Municipal or other local government authority to which the principals, their companies and subsidiaries are in violation of government laws or regulations.

Criminal Convictions

There have been no felony indictments or convictions involving the principals or any of their companies or subsidiaries.

Late Payments or Defaults

There have been no late payments or defaults on loans to development partners or lenders on prior projects or loans involving the principals or any of their companies or subsidiaries.



July 5, 2018

Tony T. Brown
President & CEO
T. Brown Consulting Group, LLC
PO Box 15666
Fernandina Beach, Florida 32035

To Whom It May Concern:

This letter is to provide a recommendation for Tony Brown.

Fifth Third Bank has had a primary banking relationship for many years with Mr. Brown related to his New Market Tax Credit (NMTC) business. We currently have two commercial real estate loans to Mr. Brown, each in the low-mid six figure range, that have always performed as agreed. We also house deposit accounts related to those loans with an average balance in the low 7 figure range.

In addition to providing Mr. Brown with conventional banking services for many years, 5/3rd Community Development Corp. has supported Mr. Brown by providing financing support letters to assist his applications for NMTC allocations.

Fifth Third Bank values the longstanding relationship with Mr. Brown and I am pleased to support him with this recommendation.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Donovan".

Kevin Donovan, Senior Vice President
Fifth Third Bank
38 Fountain Square Plaza, MD 1090AG
Cincinnati, OH 45263

Cc: Bruce Bryant, 5/3 Community Development Corporation



June 20, 2018
Mr. Tony T. Brown
Manager
T. Brown Consulting Group, LLC
PO Box 15666
Fernandina Beach, Florida 32035

Re: Riviera Beach Marina Village – Phase II

Dear Mr. Brown:

The purpose of this letter is to express our commitment to T. Brown Consulting Group, LLC, in a proposed joint venture to be formed with All-Site Construction, Inc. (collectively Tezral Partners, LLC, Tezral, or Master Developer") to fund one hundred percent (100%) of the project cost for the parking facilities in support of Marina Village Phase II as noted in the attached Exhibit A. The Marina Village parking facilities have been conceptually designed by Song + Associates to include up to 1,500 parking spaces in two or three parking garages and surface space parking. You have represented that these parking facilities could cost up to \$47.5 million, inclusive of site acquisition.

Our commitment to financing is subject to the City of Riviera Beach, Florida and/or the Port of Palm Beach, Florida ("Public Entity") agreeing to a master lease and the general terms outlined below. The benefit to this structure is that it is, simply put, a real estate transaction, and this structure enables the garage to be built to cost, and that all net profits will be retained by the Public Entity. Municipal Acquisitions has successfully used this structure in the State of Florida with Broward College and the State of Florida. A case study may be reviewed here:

<https://www.municipalacquisitions.com/broward-college-miramar-campus>

The Public Entity will execute a NNN lease between 20-30 years which commences at the expected completion of construction of the parking facilities. You have represented that the design of the parking structures will allow each Public Entity to separately own its parking structure. Each Public Entity would receive lien-free title to the improvements at the end of the term (a reversion) and the following terms would be negotiated in a Parking Lease Agreement:

- Lease will be structured in accordance with all regulatory and statutory requirements
- Rents will be triple net
- Each Public Entity may hire a 3rd party parking operator to run day-to-day operations or negotiate such rights with the Master Developer
- Parking rates to be set by the Public Entity
- All net profits will be retained by the Public Entity
- Private parking spaces set aside for the development of Marina Village will be embodied in the lease under terms agreed to by the Public Entity and Master Developer
- Ownership of the parking structures will revert to the Public Entity at end of lease term
- The City of Riviera Beach, through its Redevelopment Agency, will further benefit from the surrounding economic development and increased tax revenues

Municipal Acquisitions is a private real estate investment firm based in Washington, DC. with approximately \$400 million in our current portfolio, we are an established and reliable investor with a demonstrated record of successfully closing transactions that meet our programmatic parameters. To date, more than fifty of the world's most respected insurance companies, pension and retirement funds, mutual funds, and family offices have co-invested in our transactions.

The Foundry Building | 1050 30th Street NW | Washington, DC 20007



We seek out opportunities throughout the United States with a narrow focus on real estate developed for or otherwise used by public sector entities including towns, cities, counties, and state governments. We do not invest in federal government properties or outside the United States.

We acknowledge your submission of this letter in conjunction with the submission of a response to the Marina Village Phase II Development Opportunity. We look forward to participating with you as an investor in your construction of public parking facilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan B. Kling". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jonathan B. Kling
Chief Executive Officer

CONFIDENTIAL

The Foundry Building | 1050 30th Street NW | Washington, DC 20007



Fifth Third Community Development Corporation

5747 Perimeter Drive, Suite 253, Dublin, OH 43017

June 18, 2018

Mr. Tony T. Brown, Managing Member
T. Brown Consulting Group, LLC
PO Box 15666
Fernandina Beach, Florida 32035

RE: T. Brown Consulting Group LLC (TBCG) NMTC Investment

Dear Mr. Brown;

The purpose of this letter is to express our commitment to participate as an equity investor in TBCG's Feed America Fund (Feed America Fund) or it's to be formed subsidiary Community Development Entities (CDE's). Fifth Third Community Development Corporation commits funding for a Qualified Equity Investment (QEI) up to the full \$28,000,000 application amount in the Feed America Fund. Our funding is contingent upon the approval of the Fifth Third Community Development Corporation's Investment Committee Board and an award of New Markets Tax Credit (NMTC) allocation authority to T. Brown Consulting Group, LLC in conjunction with the submission of a 2018 NMTC Allocation Application to the U.S. Treasury's Community Development Financial Institution Fund. Funding from Fifth Third Community Development Corporation can be in the form of a leverage loan and/or equity structure. Our commitment hereunder is subject to the approval of QLICI's by the appointed investment committee.

It is our understanding that our QEI may be used solely for purposes of making investments that meet the definition of a Qualified Low Income Community Investment (QLICI) as defined under the NMTC Program. QLICI's will further be subject to other restrictions as defined under an executed Allocation Agreement with the Community Development Financial Institution Fund and 45D of the Internal Revenue Code. Our QEI will also conform to the requirements of a mutually acceptable and executed Operating Agreement between the members of T. Brown Consulting Group, LLC or its subsidiary CDE's and Fifth Third Community Development Corporation.

Fifth Third Community Development Corporation is a subsidiary of Fifth Third Bancorp and is a direct tax credit investor whose portfolio is over \$1 Billion in Low Income Housing, Historic and New Market Tax Credits. While Fifth Third Community Development Corporation is primarily focused on NMTC transactions within our footprint, we also invest nationally.



Fifth Third Bancorp is a diversified financial services company headquartered in Cincinnati, Ohio. As of Dec. 31, 2017, Fifth Third Bancorp had \$142 billion in assets and operated 1,154 full-service Banking Centers and 2,469 ATMs with Fifth Third branding in Ohio, Kentucky, Indiana, Michigan, Illinois, Florida, Tennessee, West Virginia, Georgia and North Carolina. Fifth Third operates four main businesses: Commercial Banking, Branch Banking, Consumer Lending and Wealth & Asset Management.

We also acknowledge that this letter may be utilized by T. Brown Consulting Group, LLC in conjunction with the submission of a 2018 NMTC Allocation Application of which we understand that Frenchtown Gateway, Pleasant City/Northwood Village, downtown Jacksonville and the Marina Village Phase II are pipeline projects. We look forward to participating with you as an investor in your NMTC initiatives.

Sincerely,

A handwritten signature in blue ink that reads "Bruce Bryant".

Bruce Bryant, Sr. Vice President
Fifth Third Community Development Corporation



SECTION 1
LETTER OF INTENT FROM
SURETY COMPANY



LETTER OF INTENT FROM SURETY

March 21, 2018

To: John Chesher, Director
Capital Improvements Division,
Facilities Development & Operations Department
2633 Vista Parkway
West Palm Beach, Florida 33411

RE: RFP CMAR for Various Capital Improvement Projects-Project No. 18209 & 18210

This is to advise that until further notice in writing to you, we agree to provide bonds on behalf of All-Site Construction, Inc covering construction in the amount of \$6,000,000.00 for any single contract and \$12,000,000.00 in the aggregate of outstanding contracts.

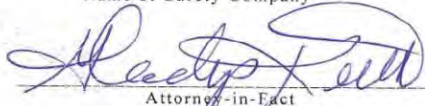
When more than one surety is included in this letter of intent, unless clearly indicated to the contrary on this letter of intent, and a separate limit indicated for the surety on this letter of intent, each surety agrees that it shall be jointly and severally liable with the other sureties included in this letter of intent.

Our Best Ratings for performance and size are:

PERFORMANCE RATING: (A- or better required) A

FINANCIAL SIZE: XIII

UNITED STATES FIRE INSURANCE COMPANY
Name of Surety Company

BY: 
Attorney-in-Fact

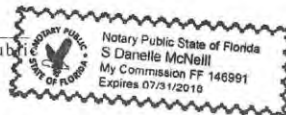
(Affix Seal)

Sworn to and subscribed before me this 21th day of MARCH, 2018.

Notary Public State of FLORIDA

My Commission Expires: 7/31/18

S. Danielle McNeill
Print, Typed, or Stamped commissioned name of notary public





SECTION H: REFERENCES

References for each principal respondent: At least four (4) references for each principal respondent, excluding third party service providers such as land planners, architects, engineers, etc.

- (A) Public sector for public-private projects
- (B) Private sector for private projects

PRINCIPAL DEVELOPMENT TEAM: TEZRAL PARTNERS, LLC	
1. Master Developer: T. Brown Consulting Group	4. Parking Partnership: Municipal Acquisitions
2. Master Developer: All-Site Construction	5. Hotel Partnership: Urgo Hotel & Resorts
3. Placemaking Advisor: LiveWorkLearnPlay	6. Residential Partnership: Uptown Rental Properties

Principal Developer	Reference Type (A or B)	Contact Name & Title / Agency	Address	Telephone and Email Address	Project Relation
1	B	Rita Williams Manager, Tax Incentives The Kroger Co.	1014 Vine Street Cinti., OH 45202	(513)762-1425 Rita.williams@kroger.com	<u>KMNMTC Entities</u> Development partner in the construction of grocery stores for \$45 million in food desert areas. These stores proved catalytic for additional development in Columbus, OH; and Houston, TX
1	B	Beth Stautberg, Cincinnati Children's Hospital,	3333 Burnet Ave., Cinti., OH 45229	(513)636-4069. Beth.Stautberg@cchmc.org	<u>Burnet Avenue</u> Revitalize business district by extending hospital services into the neighborhoods; expand array of services for low income community; increase employment opportunities for Avondale residents; eliminate blight and encourage walkable business district

Principal Developer	Reference Type (A or B)	Contact Name & Title / Agency	Address	Telephone and Email Address	Project Relation
1	B	Beth Stautberg, Cincinnati Children's Hospital,	3333 Burnet Ave., Cinti., OH 45229	(513)636-4069. Beth.Stautberg@cchmc.org	<u>Short Vine</u> Revitalize business district by creating a sense of place for food services, hospitality and neighborhood retail. Financed Hampton Hotel using tax credits and TIF financing; convinced Kroger to remodel and develop a two-story facility; created Uptown Partners Fund to finance redevelopment activities
1	B	Eric Kearney President Sesh Communications	3440 Burnet Avenue Cincinnati, OH 45229	(513)560-2785 kearney@mac.com Kearney@african-americanchamber.com	<u>Herald Building:</u> Raised \$97 million Investment/Loan Fund and created partnership for construction of the Cinti. Herald Building with African-American owners; part of Avondale plan
1	A	Judy Davis	1908 Abbeydale Lane, Fayetteville, NC 28304	(561)252-1321 Judydee57@att.net	<u>Riviera Beach CRA:</u> Developed Phase I of the Marina from \$25 million bond for infrastructure, acquisition of property for single family development, construction financing of Event Center at Riviera Beach Marina
1	A	Keith Bowers	2035 East Paul Dirac Drive Mirgan Building Tallahassee, FL 32310	(850)561-2392 Keith.bowers@famu.edu	<u>Frenchtown Redevelopment</u> Selected as fee-developer for \$78 million redevelopment for the Frenchtown Gateway initiative
2	A	Annetta Jenkins Riviera beach CDC	2001 Broadway #300 Riviera Beach, FL 33404	(561) 844-3408 ajenkins@rbcr.com	Active builder for the Riviera beach CDC and Riviera Beach CRA
2	A	Scott Evans, Interim Executive Director, Riviera Beach CRA	2001 Broadway #300 Riviera Beach, FL 33404	(561) 844-3408 sevans@rbcr.com	Riviera Beach Marina and Event Center
2	A	PBC Convention Center Garage	650 Okeechobee Blvd, WPB, FL 33401	(561) 233-0219 ALongo@pbcgov.org	Public Partnership

Principal Developer	Reference Type (A or B)	Contact Name & Title / Agency	Address	Telephone and Email Address	Project Relation
3	A	Scott Evans, Interim Executive Director, Riviera Beach CRA	2001 Broadway #300 Riviera Beach, FL 33404	(561) 844-3408 sevans@rbkra.com	Mr. Evans was the CRA's Director of Planning & Development during LWLP's original involvement in the Marina District project.
3	A	Andy Miller, President & CEO, Florida State University Seminole Boosters	Seminole Boosters, Inc. 225 University Center C Suite C5100 Tallahassee, FL 32306	amiller@admin.fsu.edu 850.644.3484	Mr. Miller was our direct report when he, along with private sector partners, engaged LWLP.
3	A	Jay Revell, Former Executive Director, Tallahassee Downtown Improvement Authority	N/A	jay.tallahasseedowntown@gmail.com 850.567.9419	Mr. Revell was our direct report when he, along with the City of Tallahassee CRA, engaged LWLP.
3	B	Rick Arnos, President, Republic Development	3150 Republic Blvd N. Ste 3 Toledo, Ohio 43615	P 419-841-4831 rla@republicdev.com	Mr. Arnos is the developer of Saxony Village
4	A	Craig Turner Chairman Eastern Kentucky University Board of Regents Founder/CEO CRM Companies	145 Rose Street Lexington, KY 40507	cturner@crmco.com (859) 225-3680	Eastern Kentucky University Board of Regents
4	A	John Dunnuck Vice President for Operations Broward College		jdunnuck@broward.edu 954-201-7405	Broward Collage

Principal Developer	Reference Type (A or B)	Contact Name & Title / Agency	Address	Telephone and Email Address	Project Relation
5	B	Tim Sponsler Area Vice President Marriott International	6675 Westwood Blvd, Suite 175 Orlando, FL 32821	407-741-3781 Tim.Sponsler@marriott.com	Urgo Hotels & Resorts provides hotel management for international brands including Marriott and Hilton as well as independent properties across major markets in the U.S., Canada and the Caribbean. Our award-winning portfolio spans every property type — from select-service and extended-stay to full-service luxury hotels and resorts.
6	A	Roxanne Manning Executive Director Tallahassee CRA	300 S. Adams St., Tallahassee, FL 32301	850-891-8353 Roxanne.Manning@talgov.com	Partner with North American Properties for Cascade Project
6	A	Beth Robinson President Uptown Consortium	629 Oak Street, Suite 306 Cinti., OH 45069	513-861-8726 brobenson@uptownconsortium.org	Active housing developer in the Uptown neighborhoods of Cincinnati and around the University of Cincinnati.



SECTION I: LITIGATION

Litigation

TBCG – None. Not applicable

All-Site - None. Not Applicable



SECTION J: BANKRUPTCY

Bankruptcy

TBCG – None. Not applicable

All-Site – None. Not applicable

SECTION K: MARKETING STRATEGY



Tezral has teamed up with *The Mosaic Group*, an award winning public engagement firm headquarter in West Palm Beach. Mosaic has extensive experience in marketing, communicating and engaging stakeholders throughout South Florida with public awareness campaigns for many infrastructure and development projects including Palm Beach Outlets, Hilton West Palm Beach (PBC Convention Center Hotel), and Brightline passenger rail system to name a few. The Mosaic Group has also worked with the Riviera Beach Community Redevelopment Agency (RBCRA) on marketing and public relations efforts over the past several years.

Mosaic has conferred with LWLP to build a Marketing Strategy from the Market Conclusions they first made in 2012 which has the same relevance today. We will build a marketing plan that will leverage the “Key Drivers” that presently exists in the Marina District. We believe there is a tremendous opportunity to cross-market Marina Village with other regional assets and amenities within the City and the Marina District itself.

The Event Center, Bicentennial Park, Food Truck Court and Water Recreation Businesses were designed to offer an exciting setting in the northern section of the Marina. Our Marketing Team will plan special events to activate these facilities in both

What does this mean for Riviera Beach?

Market Conclusions



<p>Housing Strategy</p> <p>Future housing demand will be dependent on:</p> <ul style="list-style-type: none"> • Rehabilitating the image of RB • Creating an in-demand entertainment destination • Segments seeking urban vitality, lifestyle and recreation • Institutional and business development creating demand for support housing 	<p>Office Strategy</p> <ul style="list-style-type: none"> • Suppliers to Viking /Rybovich/ Lockheed • Promoting a destination of regional significance • Industry and institutional partnerships 	<p>Retail Strategy</p> <ul style="list-style-type: none"> • No destination, integrated, mixed-use waterfront villages exist in PBC • Fill market gap for “authenticity” • Mixed use plan, critical mass and connectivity
--	--	--

separate and cross-marketing appeals. Special Events and gatherings at the Event Center will bring visitors to our City and Marina.

Community Engagement:

Riviera Beach residents are passionate about the Marina and our team will develop effective communication solutions to harness this passion into an active marketing campaign. We will become an extension of the CRA’s public information team. Our aim is to inform, educate and seek suggestions on ways to efficiently make Marina Village a proud asset of the community, and a destination property in Palm Beach County. A Marketing Chart with the overarching plan can be viewed in Section L.





SECTION L: ADDITIONAL CONSIDERATIONS



Marriott International, Inc.
East Region
Lodging Development

6675 Westwood Boulevard
Suite 175
Orlando, FL 32821

Tim Sponsler
Area Vice President
FL, GA, AL, TN
Phone: 407/529-2656

July 6, 2018

Mr. Tony T. Brown
T. Brown Consulting Group
P.O. Box 32035
Fernandina Beach, FL 32035

Dear Mr. Brown:

On behalf of Marriott International, I would be very interested in you and your partners developing a Residence Inn by Marriott to be located within the Riviera Beach Marina Village.

In addition to your equity partners, the involvement of Urgo Hotels in the development and management of the hotel solidifies my support of the project. Marriott International has a very strong relationship with Urgo Hotels and we're pleased with the high quality of standards that they've maintained in developing and operating our hotel brands.

Marriott's formal approval for the hotel project will require the submission of a franchise application and review by Marriott's Development and Growth Administration Committees. But, based on the preliminary information that you've provided to me, I don't anticipate any issues with obtaining the Development Committee's approval.

We greatly appreciate your selection of the Residence Inn by Marriott brand for this project. If you or anyone related to this proposed project has any questions, please don't hesitate to contact me at 407/903-6101.

Sincerely,

A handwritten signature in black ink that reads "Tim Sponsler". The signature is written in a cursive style and is positioned above a light yellow rectangular highlight.

Tim Sponsler



July 2, 2018

Mr. Tony T. Brown
T. Brown Consulting Group, LLC
PO Box 10385
Riviera Beach, FL 33419

Re: Riviera Beach Marina Village Phase II Opportunity

Dear Tony:

We are excited to work with T. Brown Consulting Group and All-site Construction (collectively "Tezral Partners") to help a group of local and minority investors develop a premium branded hotel at the Riviera Beach Marina. We are excited about the opportunity to be a part of the team and to manage the hotel if successful in the RFP process. We commend Tezral Partners for its vision of economic inclusion which gives residents and local businesses an opportunity to participate in the Marina's redevelopment process.

Urgo Hotels & Resorts is heavily involved in the local community. We operate the Palm Beach Marriott Singer Island Beach Resort & Spa located at 3800 N. Ocean Drive, Riviera Beach. We see the opportunity for synergies between our operations of both properties.

Urgo Hotels & Resorts is a Bethesda, Md.-based hotel company that develops, owns and/or operates distinctive and unique hotels and resorts in major markets and resort locations in the U.S, Canada and the Caribbean. The current portfolio is comprised of 44 hotels with more than 6,500 rooms, including seven under construction and an active pipeline of acquisition and development projects. The company develops, builds, and operates for its own account, as well as provides third-party management and asset management services. Additional information about the company may be found at www.urgohotels.com.



We commend you for securing financial commitments to build the required parking spaces to make this venture possible, including this hotel. Good luck in your RFP response and feel free to use this letter as documentation of our commitment to participate.

Sincerely,

A handwritten signature in black ink, appearing to read "Mathew A. Jalazo", is written over a white background.

Mathew A. Jalazo
Vice President of Development



Riviera Beach Marina Village Phase II Marketing Plan Highlights

Element	Target Audience(s)	Strategy
Marina Village	Riviera Beach Residents, Surrounding Cities and Counties, Tourists, Boaters, Fisherman, Event/Meeting Planners & Promoters, Businesses, Retailers, Site Selection Coordinators	Update/Maintain current Marina Village Website; Digital Media; Public Relations (local, regional, statewide, national and international media); Social Media; strategic partnerships with Discover the Palm Beaches and Florida Trend; Advertising (Print, Radio, TV); and Annual, quarterly and monthly special events and activations; Trade Shows
MV Marketplace	Riviera Beach Residents, Surrounding Cities and Counties, Tourists, Businesses, Retailers, Site Selection Coordinators	Digital Media; Public Relations (local, regional, statewide, national and international media); Social Media; strategic partnerships with Discover the Palm Beaches and Florida Trend; Advertising (Print, Radio, TV); and Annual, quarterly and monthly special events and activations
Event Center	Riviera Beach Residents, Surrounding Cities and Counties, Event/Meeting Planners & Promoters, Businesses	Your Event, Our Venue Marketing Campaign; Industry Associations Membership and Networking; Digital Media; Strategic partnerships with Discover the Palm Beaches and Florida Trend; Public Relations (local, regional, statewide, national and international media); Social Media; Advertising (Print, Radio, TV); Trade Shows
Restaurants	Riviera Beach Residents, Surrounding Cities and Counties, Tourists, Event/Meeting Planners & Promoters, Businesses, Retailers, Site Selection Coordinators	Digital Media; Public Relations (local, regional, statewide, national and international media); Social Media; strategic partnerships with Discover the Palm Beaches and Florida Trend; Advertising (Print, Radio, TV)
Residences	Riviera Beach Residents, Surrounding Cities and Counties, Tourists, Realtors	Digital Media; Public Relations (local, regional, statewide, national and international media); Social Media; strategic partnerships with Discover the Palm Beaches and Florida Trend; Advertising (Print, Radio, TV); and Annual, residential realtors
Hotel	Riviera Beach Residents, Surrounding Cities and Counties, Tourists, Event/Meeting Planners & Promoters	Digital Media; Public Relations (local, regional, statewide, national and international media); Social Media; strategic partnerships with Discover the Palm Beaches and Florida Trend; Advertising (Print, Radio, TV)



SECTION M: ATTACHMENT A - COMPLETED FORMS

The following Addendums are acknowledged:

Addendums

3/13/18 – Addendum 001

4/3/18 – Addendum 002

4/3/18 – Addendum 003

4/11/18 – Addendum 004

4/24/18 – Addendum 005

5/2/18 – Addendum 006

5/2/18 – Addendum 007

5/31/18 – Addendum 008

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

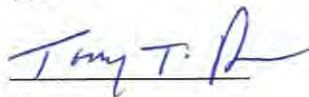
As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by Tony T. Brown the
(INDIVIDUAL'S NAME)

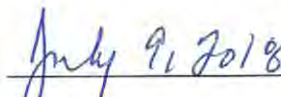
T. Brown Consulting Group, LLC on behalf of
Tezral Partners, LLC (to be formed)

Managing Member of _____
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.



SIGNATURE



DATE

Remainder of page left intentionally blank.

RFP #CRA2018-01




RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

T. Brown Consulting Group, LLC on behalf of
Tezral Partners, LLC (to be formed)

Firm Name



Signature

Tony T. Brown, Managing Member

Name & Title (Print or Type)

Remainder of page left intentionally blank.

RFP #CRA2018-01



TRUTH IN NEGOTIATIONS CERTIFICATE

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of _____

RFP #CRA2018-01: Marina Village Phase II Development _____ *

are accurate, complete, and current as of **July 9, 2018** _____ **

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between proposer and the City that are part of the proposal.

FIRM: **Tezral Partners, LLC (to be formed)** _____

SIGNATURE: *Tony T. R* _____

NAME: **T. Brown Consulting Group, LLC on behalf of Tezral Partners, LLC (to be formed)** _____

TITLE: **Managing Member** _____

DATE: **July 9, 2018** _____ ***

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Remainder of page left intentionally blank.

RFP #CRA2018-01

**COMMUNITY REDEVELOPMENT AGENCY
FEE ACKNOWLEDGEMENT
FORM**



I Tony T. Brown on the behalf of T. Brown Consulting Group, LLC for Tezral Partners. LLC (to be formed), acknowledge and agree to pay the Community Redevelopment Agency a review fee of Ten Thousand dollars (\$10,000), contingent on my firm being ranked the highest and most responsive proposer.

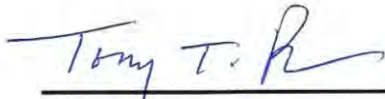
Note: If the proposer and the RBCRA do not complete the negotiations the funds will be returned no more than 45 days after formal notification from the Agency.

Tony T. Brown

Managing Member

Print Name

Title



July 9, 2018

Signature

Date

SECTION N: CONCEPTUAL DEVELOPMENT PLAN

1. DEVELOPMENT STRATEGY AND KEY ASSUMPTIONS:

We believe that the ultimate priority for the CRA Board is to ensure that the public waterfront is protected and enhanced; and open to all. Thus, key among our assumptions is that the Alternative Scenario should ultimately be implemented and that our team will be engaged by the City/CRA to negotiate land purchases with Viking where ownership of the land, as part of the parking facilities, will revert to the city to ensure that public access to the waterfront is protected.

In the discussion to follow, we will present a Base Case Scenario first, denoting however, that the cost to lease land for temporary parking and to incur other costs to maintain the Marina’s operations would be a costly proposition and could ultimately impede the Marina from reaching its full potential as a prime water recreation venue that spurs an economic renewal for the city and job opportunities for its residents.

In the end, we conclude that a plan which starts revitalization of the waterfront from Broadway and work its way north to 15th Street is the optimal vision in making Riviera Beach one of the most vibrant maritime districts in South Florida, which will truly showcase its assets as a regional gateway, crossroads, destination, employment hub and innovation center.



The Base Case Conceptual Plan is discussed below starting on page 57. We present the Alternative Case Scenario on page 64.



2. **GENERAL PROGRAM DESCRIPTION – BASE CASE SCENARIO:**

SUMMARY OF MAJOR USES		
DESCRIPTION	BASE CASE	ALTERNATIVE
Major Uses	Bicentennial Park, Food Truck Court, Restaurants, Hotel, Marketplace North & West (farmer’s market concept), Workforce Housing and Parking	Bicentennial Park, Food Truck Court, Restaurants, Hotel, Marketplace North, West & South (farmer’s market concept), Workforce Housing, Parking and Linear Park
Total Buildings	7	8
Building Heights	Hotel (Site 6): 5 stories Building 7 (Site 7): 8 stories Building 8 (Site 8): 8 stories	Hotel (Site 6): 5 stories Building 7 (Site 7): 8 stories Building 8 (Site 8): 8 stories
Total Units and Sq. Feet	Hotel: 130 rooms Apartments: 223 Units Retail: 20,000sf	Hotel: 130 rooms Apartments: 325 Units Retail: 38,000sf
Total Parking Spaces	1,580 spaces	2,080 spaces
Total Acreage & Coverage	8.5 acres with 60% - 80% coverage depending on parcel excludes Bicentennial Park and Event Center	11.5 acres with 60% - 80% coverage depending on parcel excludes Bicentennial Park and Event Center
Total Development Value	\$148,916,150	\$200,581,150
Estimated Property Taxes	\$1,234,960	\$651,216
Estimated Jobs:	<u>Estimated Jobs:</u> Construction: 625 Permanent: 359	<u>Estimated Jobs:</u> Construction: 842 Permanent: 477

BASE CASE SCENARIO

3. CONCEPTUAL SITE PLAN AND BUILDING DESIGNS:

Implementation of the Base Case Scenario will not achieve the City’s Mandate of the Marina Development serving as a catalyst to strategically position the City as a regional gateway, destination employment hub and innovation center. The scenario allows development to occur around privately-owned properties but in the end the remnant pieces would prove problematic for future development and limit the public’s access to the waterfront. We believe every effort should be made to reach consensus with Viking for a long-term solution. LWLP and Tony Brown have a long history of engagement with Viking’s principals and we will make it a top priority to reach a mutually-beneficial consensus on key land development issues. Meanwhile, to be compliant with the RFP, our Base Case Scenario is presented below.

Song + Associates (Song) will serve as Tezral’s architect of record, with the Land Plan vision overseen by LWLP. LWLP developed the Master Plan in response to the Strategic Assessment Plan completed for Riviera Beach’s Maritime District. Song has been involved with the architectural elements of the Marina since the Master Plan was adopted. At the guidance of the Development Team, Song provided a conceptual plan that follows current land uses and zoning. We believe time is of the essence thus our plan proposes to spring into gear as soon as a Development Agreement is executed. We chose not to recommend a scenario with greater height densities which would add time for Land Use and Comp Plan changes.



See Section 6 below, for the Conceptual Development Schedule. The key features of the Base Plan allow a 130-room hotel to be developed at the southeast corner of the Marina (Site 6) and a 1,000-space parking garage with residential units on Spanish Courts (Site 8). Tezral, with assistance from Urgo Resorts, has begun discussions with Marriott for a Residence Inn franchise. Please see Section N for Marriott’s Interest Letter.

- Parking is critical.** We assume the City/CRA will maintain the short-term land leases on Viking’s properties to allow the Base Case to be developed. With the present deficit in parking, we will expedite construction of the mixed-use elements on **Site 7 (Parking Residential and Marketplace West)** which will allow for the construction of 500 parking spaces, or a net of 321 new parking spaces if the Yachtsman lease (Site 5-Parking) is terminated and **Marketplace North (Site 5)** is developed on the current East Lot. Marketplace North will encompass 19,200 sf of retail space and will be promoted as a “farmer’s market” concept to include fresh vegetables and an entrepreneurial enclave of a variety of goods and services unique to Palm Beach County. LWLP will lead the tenant buildout of our Marketplace concepts.



added to the development at Site 8 or a net of 881 parking spaces once Site 6 is mobilized for construction of the Hotel Site. Buildings 7 & 8 meet current land use regulations at 8-stories tall. Pedestrian bridges extend from Building 7 to Building 5; and from Building 5 to the Event Center. A roof terrace on Building 5 allows for stunning views of the waterfront.

- Development of the **130-room Residence Inn hotel (Site 6)** begins after Element 8 is constructed. If required, the Marina operations would shift to a



Restaurant Pad (Site 3) pending completion of the Hotel. The 130-room hotel is configured on 5 stories.

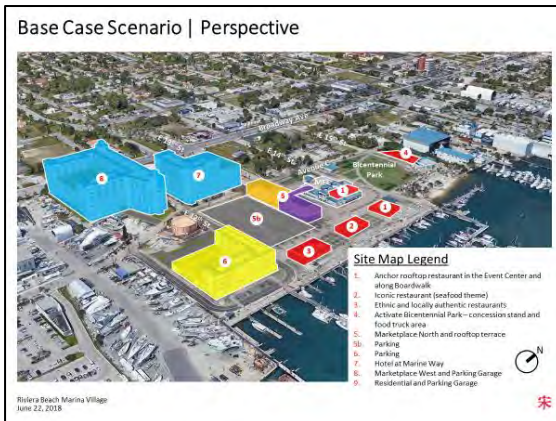


- We propose the build out of the **Restaurant Properties, Concession Area and Food Truck Court** as the last phase. Special Events at Bicentennial Park are proposed to begin when construction of all parking is complete, and the hotel property is built. Further, vendor concerns about parking and operating restaurants during construction periods would prove disruptive and limit the sites’ marketability to potential tenants. Brown experienced these impediments when marketing the site as Executive Director of the CRA.

We are utilizing existing right-of-ways and have created “pedestrian terraces” and bridge elements at Site 5 primarily to enjoy the water views and to safeguard pedestrians from major traffic to the Port and businesses along Avenue C. **Pedestrian Bridges connect the Parking (Site 7) to Marketplace North (Site 5). Marketplace North is connected to the Event Center (Site 1) by a Pedestrian Bridge.** The bridges create a sense of arrival and enhances Marina Village as a destination property.



4. Aerial Perspective Illustrations:



Site Map Legend

1. Anchor rooftop restaurant in the Event Center and along Boardwalk
2. Iconic restaurant (seafood theme)
3. Ethnic and locally authentic restaurants
4. Activate Bicentennial Park – concession stand and food truck area
5. Marketplace North and rooftop terrace
6. Parking
7. Hotel at Marine Way
8. Marketplace West and Parking Garage
9. Residential and Parking Garage

5. CONCEPTUAL DEVELOPMENT BUDGET:

Base Case Scenario:

We estimate the costs of the Base Case Scenario to exceed \$149 million based on the Conceptual Development Budget below which excludes the cost of land leases for temporary parking and other related items. Shuttle for overflow parking.

TEZRAL PARTNERS, LLC
CONCEPTUAL DEVELOPMENT BUDGET
OPERATIONS AT A SHUTTLE
1000 BAYVIEW VILLAGE PLACE
Jul-18

SITE PLAN	Information and estimates provided by Song + Associates; Walker Parking Study, The Weitz Company, KAST Construction & Urgo Resorts			
	SF/Units	\$-SF	Total \$	Units
Site 1: Restaurant 1				
Event Center - Restaurant	5,318	\$ 225.00	1,196,550	
Restaurant (Indoor)	7,500	\$ 200.00	1,500,000	
Roof Deck	3,500	\$ 200.00	700,000	
Patio	5,000	\$ 140.00	700,000	
Total	21,318		4,096,550	
Site 2: Restaurant 2				
Restaurant (Indoor)	5,000	\$ 225.00	1,125,000	3
Roof Deck	3,000	\$ 200.00	600,000	
Patio	4,000	\$ 140.00	560,000	
Total	12,000		2,285,000	
Site 3: Restaurant 3				
Restaurant (Indoor)	6,000	\$ 225.00	1,350,000	
Roof Deck	3,000	\$ 200.00	600,000	
Patio	5,400	\$ 140.00	756,000	
Total	14,400		2,706,000	
Site 4: Bicentennial Park				
Concessions	412	\$ 300.00	123,600	
Food Truck Court	1	\$ 500,000.00	500,000	
Total	413		623,600	
Site 5: Marketplace North				
Retail	19,200	\$ 225.00	4,320,000	
Office/Retail	-	\$ 200.00	-	
Equipment & Leasehold	19,200	\$ 225.00	4,320,000	
Total	38,400		8,640,000	
Site 6: Hotel				
Marriott: Residence Inn	130	\$ 205,000.00	26,650,000	
Parking	80	\$ 5,000.00	400,000	
Office/Retail	8,000	\$ 200.00	1,600,000	
Site Work & Infrastructure	80,000	\$ 5.00	400,000	
Amenities Deck	1	\$ 3,300,000.00	3,300,000	
Total	88,211		32,350,000	
Site 7: Marketplace West				
Apartments	48	\$ 205,000.00	9,840,000	
Office/Retail	-	\$ 200.00	-	
Parking (see below)	-	\$ 35,000.00	-	
Total	48		9,840,000	
Site 8: Spanish Courts				
Apartments	175	\$ 205,000.00	35,875,000	
Office/Retail	12,000	\$ 200.00	2,400,000	
Parking (see below)	-	\$ 25,000.00	-	
Total	12,175		38,275,000	
Parking				
Site 7				
Underground	-	\$ 35,000.00	-	
Above (includes Land Costs)	500	\$ 35,000.00	17,500,000	
Amenities Deck	1	\$ 3,300,000.00	3,300,000	
Total East Garage			20,800,000	
Site 8				
Underground	-	\$ 35,000.00	-	
Above (includes Land Costs)	1,000	\$ 25,000.00	25,000,000	
Amenities Deck	1	\$ 3,300,000.00	3,300,000	
Total West Garage			28,300,000	
Total	1,000		49,100,000	
Green Space				
Linear Park	-	\$ 35.00	-	
Total			-	
Other Expenses (CRA)				
Temporary Parking Allowance			-	
Transport Hub/Shuttle Allowance			-	
Total			-	
Infrastructure				
Roads Allowance	\$ -		-	
Utilities Allowance	\$ 1,000,000.00		1,000,000	
Other Allowance	\$ -		-	
Total			1,000,000	
Total Development Budget			148,916,150	



MILLAGE RATES	
City's (\$1,000 value) \$	0.00845
County's (\$1,000 value) \$	0.00478

TOTAL PROJECT ELEMENTS (NO PARKING, PARK OR INFRASTRUCTURE)		
Project Elements (at Cost)	Total Costs	Value
Site 1: Restaurant 1	4,096,550	3,891,723
Site 2: Restaurant 2	2,285,000	2,170,750
Site 3: Restaurant 3	2,706,000	2,570,700
Site 5: Marketplace North	8,640,000	8,208,000
Site 6: Hotel	32,350,000	30,732,500
Site 7: Marketplace West	9,840,000	9,348,000
Site 8: Spanish Courts	38,275,000	36,361,250
Other	-	-
Total	98,192,550	93,282,923

Estimated Annual Tax Revenues	
Taxable Value (95% of Costs)	\$93,282,923
County TIF	\$446,032
City TIF	\$788,427
Total Annual TIF Revenues	\$1,234,460

Jobs Created:	
Construction Jobs: 625	
Permanent Jobs: 359	

6. **CONCEPTUAL DEVELOPMENT SCHEDULE – BASE CASE:**

CONCEPTUAL DEVELOPMENT SCHEDULE: BASE CASE SCENARIO		
ACTION	DESCRIPTION	TIMELINE
Negotiations Period	Negotiation of the Development Agreement	120 days - 180 days from final selection
Land Leasing Plan and/or Property Acquisitions	<ul style="list-style-type: none"> • Negotiation with Viking of land needed long term and temporarily for parking (Leasing Plan) or for ownership (Property Acquisition Plan) • Approval of leasing plan with City/CRA • Approval of overflow/shuttle agreement with the CRA 	Concurrent with Negotiations Period
Site Design, Approval & Construction	Site plan approval and modifications to conceptual plan to occur through an open public process 1.	120 – 180 days following the execution of Ground Leases & Shuttle Agreement; and closing of real estate acquired
Building Design, Approval and Construction	Development of the Marina to occur in sub-phases given need to maintain Marina operations and limitations in current parking supply: 1. Phase II.1: Sites 5 & 7 (Marketplace, Residential and Parking) 2. Phase II.2: Restaurant 1 (Event Center & Site 1) 3. Phase II.3: Site 8 (Residential, Retail/Office & Parking) 4. Phase II.4: Site 6 (Hotel & Marina Operations) 5. Phase II.5: Restaurants & Bicentennial Park Special Events	<p><u>Ongoing (3 – 8 Year Plan)</u> Commences after the Site Design, Approval and Construction Period.</p> <p>Each Project Phase will be supported by its own Feasibility Analysis and Financing Plan which will be customized to the Project and source(s) of funds.</p> <p>Project construction cycles may also be contingent on the award of grants and tax credits thus elongating the Development Schedule if such funds are critical in closing financial gaps.</p>
Project Outcomes and Economic Benefits	Management of Community Benefits Agreement and reporting of results	Ongoing during Marina Ground Lease period

ALTERNATIVE CASE SCENARIO

3. CONCEPTUAL SITE PLAN AND BUILDING DESIGNS:

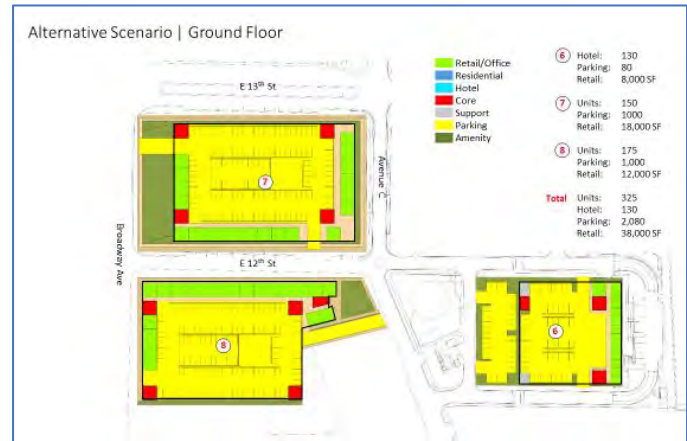
We believe the Alternative Case Plan is the best scenario to advance and build on Riviera Beach’s legacy as a maritime district and centerpiece for water recreation activities. We are prepared to spring into gear as soon as a Development Agreement is executed and chose to develop a plan that is consistent with current land uses and zoning. As stated above, Song + Associates (Song) will serve as Tezral’s architect of record, with the Land Plan vision overseen by LWLP. LWLP developed the Conceptual Master Plan as well as the Strategic Assessment Plan. We know the City well and have the experience and capacity to develop Marina Village as a vibrant waterfront. This Plan will best create the engine for revitalization because we start on Broadway with the vision of connecting to Viking’s real estate holdings to unleash the potential of our manufacturing industry that makes the Marina Village an engine of revitalization.



See Section 6 below, Conceptual Development Schedule, for a summary of the Development Schedule. The key features of the Alternative Case Plan also *allows for a 130-room hotel to be developed at the southeast corner of the Marina (Site 6), but parking capacity increases to a total of 2,000 parking spaces with 325 new residential at Sites 7 & 8.* Tezral, with assistance from Urgo

Resorts, has begun discussions with Marriott for securing a Residence Inn franchise. See Section L for Marriott’s letter of interest.

- **Parking is critical.** We assume the City/CRA will maintain the short-term land leases on Viking’s properties to allow the Alternative Case Scenario to be developed. With the present deficit in parking, we will expedite construction of the mixed-use elements on **Site 7 (Parking Residential and Marketplace West)** which will allow for the construction of 1,000 parking spaces. We assume the City has acquired the Yachstman site through the P3 Agreement we have proposed. **Marketplace North and South (Site 5)** is developed on the former Yachtsman Site with a **Linear Park (Site 9)** in between the buildings. A third market,



Marketplace West is incorporated in Site 7. These markets will encompass over 56,000 sf of retail space and will be promoted as a “farmer’s market” concept to include fresh vegetables and an entrepreneurial enclave of a variety of goods and services unique to Palm Beach County. LWLP will lead the tenant buildout of our Marketplace

- concepts.
- We propose to begin construction of the **mixed-use development (Parking & Residential) on Site 8 at Spanish Courts** immediately following completion of the Site 7 development. The need for temporary parking impedes the simultaneous development of both properties. 1,000 parking spaces are added to the development at Site 8 or a net of 881 parking spaces once Site 6 is mobilized for construction of the Hotel Site. Buildings at Sites 7 & 8 will meet current land use regulations at 8-stories tall. **Pedestrian bridges extend from Building 7 to Building 5; and from Building 5 to the Event Center. A roof terrace on Building 5 allows for stunning views of the waterfront.**
- Development of the **130-room Residence Inn hotel (Site 6)** begins after Element 8 is constructed. If required, the Marina operations would shift to a Restaurant Pad (Site 3)



pending completion of the Hotel. *An alternate plan for Marina Operations could require a permanent building on Site 3, and the locally authentic restaurants could be a “food court feature in Marketplace South on Site 5.*



- We propose the build out of the **Restaurant Properties, Concession Area and Food Truck Court** as the last phase. Special Events at Bicentennial Park are proposed to begin when construction of all parking is complete, and the hotel property is built. Further, vendor concerns about parking and operating restaurants during construction periods would prove disruptive and limit the sites’ marketability to potential tenants. Brown experienced these impediments when marketing the site as Executive Director of the CRA.

We are utilizing existing right-of-ways and have created “*pedestrian terraces*” and *bridge elements at Site 5 (Marketplace North & South)* primarily to enjoy the water views and to safeguard pedestrians from major traffic to the Port and major businesses along Avenue C. ***Pedestrian Bridges connect the Marketplace West (Site 7) to Marketplace North & South (Site 5). Marketplace North is connected to the Event Center (Site 1).***



4. Aerial Perspective Illustrations:



5. CONCEPTUAL DEVELOPMENT BUDGET:

Alternative Case Scenario:

We estimate the costs of the Alternative Case Scenario to exceed \$200 million based on the Conceptual Development Budget below which excludes the cost of land leases for temporary parking and operations of a shuttle for overflow parking.

TEZRAL PARTNERS, LLC
 PROJECT SUBSET IDENTIFICATION STUDY
 RIVIERA BEACH MARINA VILLAGE PHASE II
 Jul-18

SITE PLAN	Information and estimates provided by Song + Associates; Walker Parking Study, The Weitz Company, KAST Construction & Uργο Resorts			
	SF/Units	\$-SF	Total \$	Units
Site 1: Restaurant 1				
Event Center - Restaurant	5,318	\$ 225.00	1,196,550	
Restaurant (Site 1)	7,500	\$ 200.00	1,500,000	
Roof Deck	3,500	\$ 200.00	700,000	
Patio	5,000	\$ 140.00	700,000	
Total	21,318		4,096,550	
Site 2: Restaurant 2				
Restaurant (Indoor)	5,000	\$ 225.00	1,125,000	
Roof Deck	3,000	\$ 200.00	600,000	
Patio	4,000	\$ 140.00	560,000	
Total	12,000		2,285,000	
Site 3: Restaurant 3				
Restaurant (Indoor)	6,000	\$ 225.00	1,350,000	
Roof Deck	3,000	\$ 200.00	600,000	
Patio	5,400	\$ 140.00	756,000	
Total	14,400		2,706,000	
Site 4: Bicentennial Park				
Concessions	412	\$ 300.00	123,600	
Food Truck Court	1	\$ 500,000.00	500,000	
Total	413		623,600	
Site 5: Marketplace North & South				
Retail	38,400	\$ 225.00	8,640,000	
Office/Retail	-	\$ 200.00	-	
Equipment & Leasehold	38,400	\$ 225.00	8,640,000	
Total	76,800		17,280,000	
Site 6: Hotel				
Marriott: Residence Inn	130	\$ 205,000.00	26,650,000	
Office/Retail	8,000	\$ 200.00	1,600,000	
Parking	80	\$ 5,000.00	400,000	
Site Work & Infrastructure	80,000	\$ 5.00	400,000	
Amenities Deck	1	\$ 3,300,000.00	3,300,000	
Total	88,211		32,350,000	
Site 7: Marketplace West				
Apartments	150	\$ 205,000.00	30,750,000	
Office/Retail	18,000	\$ 200.00	3,600,000	
Parking (see below)	-	\$ 35,000.00	-	
Total	18,150		34,350,000	
Site 8: Spanish Courts				
Apartments	175	\$ 205,000.00	35,875,000	
Office/Retail	12,000	\$ 200.00	2,400,000	
Parking (see below)	-	\$ 25,000.00	-	
Total	12,175		38,275,000	
Parking				
Site 7				
Underground	-	\$ 35,000.00	-	
Above (includes Land Costs)	1,000	\$ 35,000.00	35,000,000	
Amenities Deck	1	\$ 3,300,000.00	3,300,000	
Total East Garage			38,300,000	
Site 8				
Underground	-	\$ 35,000.00	-	
Above (includes Land Costs)	1,000	\$ 25,000.00	25,000,000	
Amenities Deck	1	\$ 3,300,000.00	3,300,000	
Total West Garage			28,300,000	
Total	1,000		66,600,000	
Green Space				
Linear Park	29,000	\$ 35.00	1,015,000	
Total	29,000		1,015,000	
Other Expenses (CRA)				
Temporary Parking Allowance			-	
Transport Hub/Shuttle Allowance			-	
Total			-	
Infrastructure				
Roads Allowance	\$ -		-	
Utilities Allowance	\$ 1,000,000.00		1,000,000	
Other Allowance	\$ -		-	
Total			1,000,000	
Total Development Budget			200,581,150	

Alternative Scenario | Perspective



Riviera Beach Marina Village
June 27, 2018

Alternative Scenario | Perspective



Site Map Legend

1. Anchor Restaurant 1 (Event Center and Pad 1)
2. Anchor Restaurant 2 (Seafood theme)
3. Anchor Restaurant 3 (Ethnic and local)
4. Active Bicentennial Park – concession stand and food truck area
5. Marketplace North & south with rooftop terraces (Office Incubator alternative)
6. Hotel at Marine Way
7. Marketplace West, Residential and Parking
8. Residential and Parking Garage
9. Linear Park

MILLAGE RATES		
City's (\$1,000 value)	\$ 0.00845	
County's (\$1,000 value)	\$ 0.00478	
TOTAL PROJECT ELEMENTS (NO PARKING, PARK OR INFRASTRUCTURE)		
Project Elements (at Cost)	Total Costs	Value
Site 1: Restaurant 1	4,096,550	3,891,723
Site 2: Restaurant 2	2,285,000	2,170,750
Site 3: Restaurant 3	2,706,000	2,570,700
Marketplace North & South	17,280,000	16,416,000
Site 6: Hotel	32,350,000	30,732,500
Site 7: Marketplace West	34,350,000	32,632,500
Site 8: Spanish Courts	38,275,000	36,361,250
Other	-	-
Total	131,342,550	124,775,423
Estimated Annual Tax Revenues		
Taxable Value (95% of Costs)	\$124,775,423	
County TIF	\$596,614	
City TIF	\$1,054,602	
Total Annual TIF Revenues	\$1,651,216	
Jobs Created:		
Construction Jobs: 842		
Permanent Jobs: 477		

6. CONCEPTUAL DEVELOPMENT SCHEDULE – ALTERNATIVE CASE:

CONCEPTUAL DEVELOPMENT SCHEDULE: ALTERNATIVE CASE SCENARIO		
ACTION	DESCRIPTION	TIMELINE
Negotiations Period	Negotiation of the Development Agreement	120 days - 180 days from final selection
Land Leasing Plan and/or Property Acquisitions	<ul style="list-style-type: none"> • Negotiation with Viking of land needed long term and temporarily for parking (Leasing Plan) or for ownership (Property Acquisition Plan) • Approval of leasing plan with City/CRA • Approval of overflow/shuttle agreement with the CRA 	Concurrent with Negotiations Period
Site Design, Approval & Construction	Site plan approval and modifications to conceptual plan to occur through an open public process 2.	120 – 180 days following the execution of Ground Leases & Shuttle Agreement; and closing of real estate acquired
Building Design, Approval and Construction	<p>Development of the Marina to occur in sub-phases given need to maintain Marina operations and limitations in current parking supply:</p> <ol style="list-style-type: none"> 6. Phase II.1: Sites 5 & 7 (Marketplace, Residential and Parking) 7. Phase II.2: Restaurant 1 (Event Center & Site 1) 8. Phase II.3: Site 8 (Residential, Retail/Office & Parking) 9. Phase II.4: Site 6 (Hotel & Marina Operations) 10. Phase II.5: Restaurants & Bicentennial Park Special Events 	<p><u>Ongoing (3 – 8 Year Plan)</u> Commences after the Site Design, Approval and Construction Period.</p> <p>Each Project Phase will be supported by its own Feasibility Analysis and Financing Plan which will be customized to the Project and source(s) of funds.</p> <p>Project construction cycles may also be contingent on the award of grants and tax credits thus elongating the Development Schedule if such funds are critical in closing financial gaps.</p>
Project Outcomes and Economic Benefits	Management of Community Benefits Agreement and reporting of results	Ongoing during Marina Ground Lease period

7. **PROPOSED LAND DEAL AND LEASE TERMS:**

We understand the City's desire to ensure a profitable collaborative that will create a vibrant waterfront which will pay dividends for future generations. Our proposal for land deals and lease terms reflect these objectives. Tezral will negotiate land leases starting at current market terms and will only seek concessions to the extent that the cashflows from a proposed project requires assistance. We believe Viking's land should be acquired and have secured financing that includes land acquisition as a component of the parking operations. Terms from the lender requires the parking structure to be master leased by the City with ownership of the parking structures reverting to the City at the end of a 30-year term. In good faith negotiations, our proformas will make the following assumptions in Land Deal and Lease terms:

- a. Parking Garage - Site 7 (13th Street): There are three components of ownership interest (Parking, Residential and Retail) which must be resolved. We propose to acquire the land for the City and finance the purchase through the parking structure. Our proforma will forecast a \$1.00 annual ground lease payment for 99 years to deliver workforce housing and Marketplace West at the site via air rights parcels. We project that the City/CRA will receive up to \$1,651,216 in annual property taxes as a result of over \$200 million in development to offset the ground lease payments foregone, in addition to parking revenues.
- b. Parking Garage - Site 8 (Spanish Courts: There are three components of ownership interest (Parking, Residential and Retail) on which to manage the site. We propose to purchase Spanish Courts from the CRA at fair market value. We will, in turn, provide an air rights parcel for the parking structure to the City at date of reversion. The residential and retail spaces will also operate on a ground lease, likely as a percent of sales. If the CRA is unable to sale the land then a \$1.00 annual ground lease for 30 years is needed for the parking structure; and then \$1.00/year period is needed for the Residential and Retail elements until stabilization is reached and then a market rate (as negotiated) payment for a total 99-year period.
- c. Hotel – Site 6: Initial \$1.00 annual ground lease for period needed to reach stabilization then market rate (as negotiated) for a total 50-year period. To the extent that the City's Charter allows, we would seek up to a 49-year renewal period.
- d. Restaurant Parcels: To be negotiated as a percent of gross sales to include allocated CAM expenses. The 50-year term lease will limit the attraction of investors in building the facilities for these restaurateurs. We believe a percent of sales approach allows for a mutual share of the risks and rewards.
- e. Marketplace Parcels: \$1.00 annual ground lease for a 50-year term; contributions to CAM expenses at allocated rates. The Marketplace is intended to attract small businesses and



start-ups. Rents are projected at below market terms to create an atmosphere of excitement and affordability.

- f. Privately-owned Parcels should be acquired by the City/CRA and made part of the Marina Upland Properties. We have facilitated the City's ability to acquire the land through financing of the parking garages. Jones Foster will serve as legal counsel. They have a very active real estate practice.
- g. The City/CRA should own the Linear Park referenced in the Alternative Case Scenario and be responsible for its improvements and maintenance. The Developer would not object to the expense of the Linear Park being a CAM expense as we envision a link to our Marketplace properties.

8. **PUBLIC FINANCING STATEMENT OF INTEREST:**

We have forecast that our project when complete will produce annual tax revenues between \$1,234,460 (Base Case) and \$1,651,216 Alternative Case. We view development of the Marina to be a collaborative process and view the City/CRA as partners. To this extent, we expect our investment to yield a tangible return to the City. As outlined above, any financial assistance or economic incentives requested, will be supported by a reason and justification. The financial commitment for \$47.5 million to acquire land and building two parking garages are predicated on the City of Riviera Beach master leasing the parking garage as part of a public-private partnership (P3).

9. **CITY AND CRA FACILITIES:**

Marina Event Center:

We fully embrace that the restaurant operating in the Event Center also secure the Boardwalk Parcel 1 (Pad A). We estimate that the costs to build-out and operate these spaces will exceed \$4 million. There were elements left unfinished when the CRA completed construction of the Event Center. Tony Brown structured the financing for the Event Center and programmed rental income to the Riviera Beach CDE to allow for up to \$1 million to be contributed for the complete build-out of the Event Center (roofing and floor system on 2nd Floor). Tezral would coordinate its recruitment of a restaurant with the CRA to ensure that the contributions from the CRA completes the flooring, roofing and weather systems in a manner to match our funding for the recruitment of the proper tenant.

The operations of the Event Center should continue to be managed by the CRA. We, however, intent to negotiate concessions for the restaurant to offer catering; and for the hotel to have first priority rights for meeting spaces at published rates.

Bicentennial Park:



The maintenance of the park should continue to be a City/CRA obligation and not included in any common area maintenance (CAM) calculation. However, there are calendar dates that would be controlled by the Developer for Special Events purposes and we will negotiate a payment for these rights in good faith. Improvements to the Concession area will be a Developer expense for items normally associated with a leasing tenant. All expenses related to the structure, mechanicals, plumbing, etc should be incurred by the City/CRA; including maintenance to the fountain and audio systems.

Marina Wet-Slip Operations:

Our plan incorporates a temporary relocation of the Marina Wet-slip operations and then a more permanent home within the Hotel building. We are open to an alternative scenario where the Marina West-slip operations is built on Site 3 and the locally authentic restaurants become anchors in Marketplace South (Site 5 in the Alternate Plan – Food Court feature). In this scenario, we would negotiate terms for reimbursement for any construction plans drawn to accommodate a permanently fixed Marina Operations facility built on Site 3. We could lease the facility to the City with a reversion clause. If Marina Operations opts to lease space in the Hotel, a below market lease will be negotiated to reflect any concessionary terms provided for the construction and operations of the Hotel.



SECTION O: COMMUNITY BENEFITS

Tezral is fully committed to an impactful Community Benefits Program and will place enforcement in various agreements with contractors and leasing agreements with tenants. We will craft Community Benefits Agreements with anchor tenants to ensure timely reporting of results. Our reporting and compliance process will include:

- Coordinate and manage the necessary tracking/reporting with Subcontractors using Mosaic’s Compliance™ Software which tracks and reports the residency of all employees counted towards the requirement and track man hours and wages with Certified Payroll.
- Submit monthly reports of Local Workforce participation including updates on the number of employees, projected number of additional hires, number of Riviera Beach residents, and average wage reporting from contractors.

Program	Compliance Strategy
1. Local Business Enterprise Definition	Our Marketplace concept is designed to create a distinct waterfront atmosphere where micro and small business can prosper.
2. Local Equity Partner Opportunities	We understand the road to long term sustainability and multi-generational wealth is accomplished through ownership. We are committed to engaging equity partners that are local and minority with our hotel concept and restaurants.
3. Business Contracting Opportunities	Our overall commitment to minority, women and locally-owned businesses is to ensure that they represent not less than a minimum of 35% of all subcontract dollars spent. To achieve the goals set forth, our team will implement our community outreach and engagement plan to facilitate the dissemination of project information and opportunities.
4. Enforceable Training Agreement Provisions	Language exists in draft marina leasing documents when Mr. Brown served as executive director. As Master Developer, this language will be incorporated in leasing agreements and sub-contracting agreements as applicable
5. Permanent job opportunities for local residents post-construction, including newly generated trade and service jobs and local job fairs upon completion	Creating job opportunities for Riviera Beach residents is one of our top priorities. We also believe that promoting the employment of City residents will benefit both the residents and the local economy. Our team will implement a comprehensive Local Workforce Program to partly include:
6. Construction Skilled Workforce Opportunities	

Program	Compliance Strategy
<p>7. Job opportunities for local area residents and businesses to allow them to participate in the construction of the development and local job fairs upon completion of the project</p> <p>8. Opportunities for local subcontractors and professional services during the design and/or construction of the project.</p>	<ul style="list-style-type: none"> • Implement the “In Riviera Beach, By Riviera Beach, For Riviera Beach’ Initiative - i.e. train a local workforce, provide job opportunities and job placement • Ensure that the local workforce, specifically individuals residing in the community are actively recruited and ultimately employed by the prime and/or subcontractors participating in the project • Create points of contact for applicant’s inquiries including a job application portal housed on the project website, designated phone number and email account, and provide an office for job applicants to apply for and interview for job openings • Partner with CareerSource, Urban League and other community agencies to engage the local workforce in hiring and training opportunities • Arrange and coordinate the development of a summer internship program targeting 11th and 12th grade students from the City of Riviera Beach, with an emphasis on neighborhoods within a 3-mile area of the Marina.
<p>9. Sub-contractor Bonding Assistance Opportunities</p>	<p>All-Site will control the construction management process and has made arrangements for local MBEs to perform under his control.</p>
<p>10. Coordination and partnerships with local small businesses</p>	<p>See #1 & #3 above</p>

Public/Private Responsibility Matrix

Program Elements	Developer	City/CRA	Other
1. Land	X	X	
2. Financing	X		
3. Design	X		
4. Construction	X		
5. Leasing	X		
6. Operations	X	X	
7. Community Benefits Program	X	X	
8. Parking	X	X	
9. Marketing	X		
10. Approvals	X	X	



TEZRAL PARTNERS
MARINA VILLAGE RFP

RESPONSES REMITTED
OCTOBER 15, 2018

KEY QUESTIONS AND RESPONSES

1. RISK/REWARD

- *Given the substantial risk associated with a public/private venture of this nature, what's your thinking about a "market-based" deal provision that positions the CRA/City to share in the projects long-term upside potential (i.e. sharing in value creation in addition to new taxes and other direct/indirect economic benefits)?*

ANSWER 1.1

We view our partnership with Riviera Beach as a collaborative effort and believe a "market-based" deal provision is an appropriate goal and our Development Agreement should define these components. Our Application presents a thoughtful approach to developing Phase II of Marina Village, understanding the present market impediments of a 50-year land lease term limit and recognizing the substantial land holdings of Viking Developers that could prove difficult in meeting parking requirements for zoning. We outline these concerns in Section N(7) – Proposed Land Deal and Lease Terms of our Application and summarized below.

We understand the City's desire to ensure a profitable collaborative relationship that will create a vibrant waterfront which will pay dividends for future generations. Our proposal for land deals and lease terms reflect these objectives. We will approach our partnership with the City/CRA as a thoughtful collaboration as both parties should recognize that market conditions and other assumptions we have made in our application could change, thus requiring flexibility in the terms of our partnership. We, together, must define "value" as a mutual benefit to both parties. We desire to create sustaining value for our firm, investors and the City/CRA. There are significant upfront risks but if we are successful in this endeavor, we will transfer the benefit of this value to the City and the citizens of Riviera Beach into perpetuity.

The City's Charter limiting land leases to 50 years creates a long-term economic impediment. We will need to meet our investor's required rate of returns within a short time period with limited opportunities to sell and refinance project elements given ground lease restrictions. Our proposal offers long-term up-side benefits to the City:

1. The financing commitment to construct the parking garages will allow the City to acquire Viking's land and enhance public access to the Marina for future generations.
2. Ownership of the parking garages will revert to the City at the end of the 30-year lease term.
3. The hotel site will be negotiated at market-rate terms with an initial concessionary period to market the property and reach stabilization to pay debt service and property taxes. If renewal of the ground lease can occur for an additional 49-year term, we would negotiate a renewal fee allowing an upside benefit to the City.
4. We propose to negotiate the Restaurant Parcels as a percent of gross sales to include allocated CAM expenses. The 50-year term lease will limit the attraction of investors in building the facilities for these restaurateurs. We believe a percent of sales approach allows for a mutual share of the risks and rewards and creates an upside benefit for the City/CRA.

5. The Marketplace parcels are intended to attract small businesses and start-ups. Rents are projected at below market terms to create an atmosphere of excitement and affordability thus a \$1.00/year land lease will be requested. The Development Team would not object to the expense of the Linear Park being a CAM expense as we envision a link to our Marketplace properties. We believe the tax increment and contribution to common area expenses will provide a long-term upside benefit to the City/CRA.

- ***Please provide a general overview description of where the money is going to come from to pay for construction and development as well as ongoing operations of the marina properties. If more than one source is anticipated, provide a general description of which source is going to provide what percentage of funds.***

ANSWER 1.2

See Exhibit C below for a description of sources identified for construction and development, including a percentage of the source of funding.

Under Tezral’s Alternative Scenario Plan, we propose a project totaling over \$200 million. The key to achieving this plan is securing funding for parking facilities and acquisition of key parcels owned by Viking. Municipal Acquisitions, the financing solutions-arm of the projects’ East and West Garage element (~\$66.5 million), is a private real estate investment firm based in Washington, DC. With approximately \$400 million in its current portfolio, they are an established and reliable investor with a demonstrated record of successfully closing transactions. To date, more than fifty of the world’s most respected insurance companies, pension and retirement funds, mutual funds, and family offices have co-invested in their transactions. They seek out opportunities throughout the United States with a narrow focus on real estate developed for, or otherwise used by, public sector entities. Municipal Acquisition is prepared to increase its commitment from \$47.5 million to \$66.6 million following collaboration with the City for a long-term triple net (NNN) lease for 30 years.

Project equity will be generated from Tezral Partners’ principal sources and proceeds from institutional (Fifth Third Bank) and private investors. T. Brown Consulting Group (TBCG) is Tezral’s majority and Managing Member. TBCG’s capital solutions have resulted in over \$10 billion in private capital flowing into low-income areas for grocery stores, loans to small and minority-owned businesses and to create new lifestyle communities such as Marina Village.

Fifth Third has pledged to invest \$28 million in New Markets Tax Credit (NMTC) equity if selected. The Fifth Third Community Development Corporation is a subsidiary of Fifth Third Bancorp and is a direct tax credit investor whose portfolio is over \$1 Billion in Low Income Housing, Historic and New Markets Tax Credits.

Sources for operations will be derived from earned income and a negotiated portion of project tax increment revenues. if needed, to bolster repayment ability during project stabilization. We will disclose and detail project proformas during Phase 2: Development Agreement Negotiations, if ranked and publicly designated the Top-Ranked Proposer.

Project Element	Operating Revenues & Other Sources	Percent
Parking	Parking Revenues (including sublease from the Port of Palm Beach and 325 apartment units) Tax Increment Revenues, if needed	100% TBD

Marketplace North, South & West	Rental Income Tax Increment Revenues	100% TBD
Waterfront Eateries (Restaurants)	Rental Income	100%
Hotel	Rental Income Tax Increment Revenues	100% TBD

- ***Please provide a general overall description of where the revenues are going to go that are created by this project with a listing of priorities, i.e., (who gets their money first, second, etc.?)***

ANSWER 1.3

See Exhibit A – Priority of Revenue Sources. The distribution and priorities of revenues change by Project Element.

- ***Please provide a general overall description of who will be responsible for any shortfalls in revenues.***

ANSWER 1.4

The Master Developer will be ultimately responsible for any shortfall in revenues. We will manage this risk by Project Elements:

1. Parking: Though the City is being requested to Master Lease the parking under a long-term lease, Tezral is willing to guarantee a minimal property tax payment in the event of an evaluation shortfall. We believe parking revenues and allocated property tax revenues to the project will make the City whole. We will propose that the CRA re-engage Walker Parking to update its revenue model for the Marina to reflect the parking demand and cashflows for each parking element proposed by Tezral.
2. Hotel. The Master Developer will hold the equity owners of the hotel responsible for any revenue shortfalls; Tezral shall serve as a secondary repayment source.
3. Restaurants. The Master Developer will hold the restaurant owners responsible for any revenue shortfalls; Tezral shall serve as a secondary repayment source.
4. Marketplace. The Master Developer will be responsible for any revenue shortfalls.

- ***Please provide a description of the financial obligations that you anticipate being the responsibility of the CRA and/or City.***

ANSWER 1.5

As documented in our proposal at Sections N - 8 & 9, we have outlined the general obligations proposed as the responsibility of the CRA and/or the City. We have forecasted that our project, when complete, will

produce annual tax revenues between \$1,234,460 (Base Case) and \$1,651,216 (Alternative Case). We view development of the Marina to be a collaborative process and the City/CRA as partners.

As outlined in our proposal, any financial assistance or economic incentives requested, will be supported by a reason and justification. The financial commitment for \$47.5 - \$66.6 million to acquire land and building two parking garages are predicated on the City of Riviera Beach master leasing the parking garage under NNN terms as part of a public-private partnership (P3).

- Maintenance of Bicentennial park will be negotiated as a City/CRA responsibility.
- Managing the Marina Wet Slip Operations will be negotiated as a City/CRA responsibility.
- The Event Center should continue to be master leased by the CRA and managed by the Agency. We, however, intend to negotiate concessions for the restaurant to offer catering; and for the hotel to have first priority rights for meeting spaces at published rates and blocked dates.
- Regarding infrastructure, we believe the retaining wall should be modified to allow unobstructed views of boats and water. We will negotiate the cost of this modification as a public expense.
- Further, the second-floor space in the Event Center is incomplete (flooring and roof system). We will negotiate the cost of this improvement as a public expense.
- Further, restaurant prospects have complained about the size of the grease lines and related traps. We will negotiate improvements to underground infrastructure as a public expense.
- Tony Brown crafted the financing strategy for Marina Village and created the Riviera Beach CDE to attract tax credits and loans from Community Development Financial Institutions to benefit small and minority-owned businesses. TBCG will propose to manage Riviera Beach CDE to continue the mission and the vision when it was first created.

2. LEADERSHIP

- *To what extent was the original Marina Village master plan vision and strategy translated into a master management plan for the entire district that was linked to market and feasibility economics?*

ANSWER 2.1

The CRA (“Agency”) and the City, after numerous public meetings involving Viking Developers, adopted a unified long-range Marina District Conceptual Master Plan for development and redevelopment of the Marina District called the Marina District Master Plan. The adoption occurred at a public meeting held by the Agency on February 24, 2013, and by the City, through resolution 22-12, on February 27, 2013.

The Master Development Agreement anticipated that the Conceptual Master Development Plan would be revised to address changes necessitated by the market place. The Marina District Master Plan allowed for the continued development of plans and specifications for those facilities and infrastructure associated with the Boardwalk and Promenade which consisted of Bicentennial Park, Event Center and new “Tiki” style restaurant at Parcel A (“Phase 1A”). Development of the Public Promenade, Waterside Eateries and temporary parking were defined as “Phase 1B”.

As indicated in our application at Section C, LWLP inspired the vision for Riviera Beach Marina Village by first assessing the market potential and creating a strategic outlook. The City of Riviera Beach is poised to be a significant economic driver for Palm Beach County and LWLP defined the economic drivers for this accomplishment through a study commissioned by Viking Developers. LWLP knows how to leverage the City’s attributes for transformational economic prosperity and our proposal for the Phase II Development is linked to market and feasibility analysis. LWLP will team with Mosaic to implement a regional marketing plan for Marina Village.

- *What shaped your thinking about the CRA continuing to manage the Event Center and related district services vs. doing more to centralize management oversight across all elements that impact the sense of place and guest experience?*

ANSWER 2.2

We are open to discussing the best management model for the Event Center. Tony Brown designed financing for the Event Center and created the Riviera Beach CDE when design costs exceeded the amount allocated under public funding. We are aware that the CRA is master leasing the facility through the conclusion of the New Markets Tax Credit compliance period, at which time the facility then reverts to the City of Riviera Beach. We view the facility as a community asset with high demand and the CRA is best suited to maintain this facility for the benefit of the public. We view securing a restaurant for the Event Center as a high priority (second after construction of the East Parking Garage) to reduce or eliminate the operating subsidy the Agency contributes. In Section N(9) of our Application, we propose to negotiate concessions for the restaurant to offer catering; and for the hotel to have first priority rights for meeting space at published rates and blocked dates. We view management of the Event Center as a cooperative partnership between us, the City and the CRA.

3. TEAMING

- *Provide more information illustrating the Fee-Advisor's (LWLP) relevant development consulting and at-risk developer project experience including in-house cross-functional management capabilities (i.e. development, leasing, operations, marketing)*

ANSWER 3.1

See Exhibit B – Letter Agreement and outline of terms for LWLP as Advisor and Development Partner

- *Does the Tezral/LWLP agreement contemplate a potential equity partner interest in all or portions of the project?*

ANSWER 3.2

Yes, see response to Question 1.2. Tony Brown will be responsible for securing the private equity components of our plan:

1. We have secured 100% cost financing for the parking and acquisition of Viking property, subject to the City or the Port of Palm Beach master leasing the parking facility.
2. The apartment units will be developed as workforce housing and thus eligible for tax credits. These tax credits and commitments from private equity sources will meet requirements for construction/permanent financing.
3. A private placement memorandum under Jones Foster will raise equity for the hotel. Tezral is seeking to secure minority investors so that the Marriott Residence Inn will be minority/locally-owned. Any shortfall will be financed by New Markets Tax Credits in the successful manner Mr. Brown developed for the Event Center.
4. Significant sources of development fees earned by Tezral will be invested in future Project Elements.

- *Clarify TBCG's consulting vs. developer role/equity interest in the Cascade Project, Tallahassee FL?*

ANSWER 3.3

Dan Schimberg, president of Uptown Rental Properties (URP) in Cincinnati is a partner with North American Properties (NAP). They formed a joint venture to develop Cascades Park and other assets in Tallahassee. URP is partnering with Tezral to develop the apartment elements of the Marina Village Phase II plan. NAP is not part of the Marina Village apartment development. TBCG has no role in the Cascade Project.

- *Clarify TBCG's consulting vs. developer role/equity interest in the French Town Gateway, Project Tallahassee FL?*

ANSWER 3.4

TBCG was selected as master developer, under a fee-development relationship, for a nearly 5-acre site in the Frenchtown Neighborhood of Tallahassee, FL. The \$78 million mixed-use redevelopment will revitalize the Frenchtown neighborhood, which is a historic, primarily black neighborhood in Tallahassee, Florida. The project is presently in the Site Design phase and is designated by the Governor as an Opportunity Zone. TBCG is creating an Opportunity Fund to finance its equity in this project.

4. FINANCIAL

- *As a start-up company on a major public/private real estate venture, what's your response to the Board at this time explaining how you intend to fund pre-development costs and pledge guarantees required to launch and sustain this venture. (i.e. CRA required audited financial statements).*

ANSWER 4.1

Tezral is prepared to fund pre-development costs from principal sources and investor equity. TBCG completes an annual audit and would be available for confidential review if short-listed, ranked and publicly designated the Top-Ranked Proposer. A bank reference letter from Fifth Third Bank was included under Section G in the Application where deposit accounts maintain an average 7-figure balance (in excess of \$1 million). Fifth Third has also pledge to invest \$28 million in New Markets Tax Credit equity if selected.

Municipal Acquisitions is an established and reliable investor with a demonstrated record of successfully closing transactions is offering 100 percent debt financing which will include funding pre-development costs. Since 2008, they have invested hundreds of millions of dollars (see answer for Q 1.2) and more than fifty of the world's most respected insurance companies, pension and retirement funds, mutual funds, and family offices have co-invested in their transactions.

Pre-development costs will be funded by equity from Tezral Partners and reinvestment of development fees earned. Project elements in our Marina Village plan qualify for a variety of tax credit programs which, explained under Question 1.2, Exhibit C, delineates these sources. We have also secured pledges from private investors for the Residential and Hotel elements.

- *Please share your experience and knowledge about successfully completed and in-progress public/private projects that support the rationale of proposing \$1.00/year ground rent over a 30 – 50 year term.*

ANSWER 4.2

See response to Question 1.1 Above.

Section D of our Application highlights the relevant experience of our Development Partners. TBCG's capital solutions have resulted in over \$10 billion in private capital to flow into underserved areas for grocery stores, loans to small and minority-owned businesses and to create new lifestyle communities in low income areas. Tezral is proposing a \$200 million development, Alternative Case Scenario, in an untested market. We are proposing the initial start of \$1.00/year lease on the Hotel parcel to increase to a market rate ground lease rent once occupancy and cashflows have reached a mutually agreed upon amount or threshold.

Our proposed terms for the Restaurant parcels is a share of the gross rents. Thus the CRA/City is receiving compensation on Day 1 in a Risk-Reward Partnership.

The Marketplace parcels are proposed for \$1.00/year given our goal to attract small and start-up businesses to operate in these facilities at below market rate rents. We believe these businesses will help to reduce poverty in the City of Riviera Beach by giving residents and local businesses an opportunity to participate meaningfully in the redevelopment process. We propose to pay a fair share of the common area expenses and

property taxes to compensate the City/CRA for the operation of this development.

The parcels on which the parking structures will operate will include other uses – residential and retail. The \$1.00/year proposal for the ground lease allows us to attract new residents and businesses to the Marina and keep related operating expenses or association fees to a minimum. Further, we have proposed to transfer ownership of the parking structures to the City following a 30-year master lease term (triple net lease). We estimate that our redevelopment will generate \$1.6 million in annual TIF revenues, plus parking revenues for the City, as compensation for this pioneering development.

- *Your proposal includes a financing strategy for an anchor mixed-use project (i.e. 2000 parking spaces, 135 housing, and commercial).*

At this stage, what is your answer to the Board regarding the potential magnitude of annual parking rent obligation contemplated (by the CRA/City) in order to underwrite your current estimate of land, construction and soft costs for this purpose?

ANSWER 4.3

In regards to Parking, we propose Walker Parking be re-engaged by the CRA to update their Marina Village study (Marina District Shared Parking Demand by Phase. Walker Project #15-1938.03) so we may project the degree that parking revenues provide sufficient funding to the City to offset its cost of the master lease.

At this stage, we believe that the residential and hotel elements in our development proposal will increase the demand and revenues for parking. We propose a tax abatement from these projects be assigned as revenues to offset the City's parking obligations under a long-term triple net master lease. Tezral is confident that our mixed-use development will provide sufficient revenues that we are willing to guarantee a minimal property tax payment in the event of an evaluation or cashflow shortfall. We believe parking revenues, and allocated property tax revenues to the project, will make the City whole if parking revenue alone are insufficient.

Our financing commitment includes a rental scheme to include the Port of Palm Beach which will further enhance repayment ability and limit the parking overhead as a stress on the City's revenues, if both public entities concur on terms. Walker Parking's updated revenue model for the Marina, to reflect the parking demand and cashflows for each of our Project elements, will estimate the magnitude of annual parking revenues.

5. PHYSICAL PLAN

- *What shaped your thinking about the CRA continuing to manage the Event Center and related district services vs. doing more to centralize management oversight across all elements that impact the destination's sense of place and guest experience?*

ANSWER 5.1

We are open to discussing the best management model for the Event Center. Tony Brown designed financing for the Event Center when design costs exceeded the amount allocated under public funding. We are aware that the CRA is master leasing the facility through the conclusion of the New Markets Tax Credit compliance period, at which time the facility then reverts to the City of Riviera Beach. We view the facility as a community asset. In Section N(9) of our Application, we propose to negotiate concessions for the restaurant to offer catering; and for the hotel to have first priority rights for meeting space at published rates and blocked dates. We view management of the Event Center as a cooperative partnership between us, the City and the CRA.

- *Highlight for the Board the key success drivers that will make your project regionally appealing (i.e. residents, workers and tourist compelled to travel more than 30 minutes to visit, stay long, spend and return)?*

ANSWER 5.2

The CRA District and Riviera Beach Marina is surrounded by regional destinations that can easily be leveraged with a strategic marketing plan. LWLP and Mosaic will team up to market Marina Village to promote its amenities and other nearby attractions which partly includes:

- The Event Center, already a significant community asset with most dates sold out, draws hundreds of residents and visitors to our City Marina.
- Bicentennial Park will feature a new concession stand and Food Truck Park to enliven this asset at lunchtime, weekends and holidays; including special events to create a sense of place for residents and visitors.
- Recognized water sports and charter fishing operations located at Marina Village will be promoted
- Lake Worth lagoon, attracting thousands of boaters/visitors every weekend and holidays
- Singer Island & Atlantic beach, attracting millions of visitors annually will be cross-marketed. The Urgo Group, owners of the Singer Island Marriott Resort, will manage the Residence Inn at Marina Village thus enhancing cross-marketing opportunities.
- Peanut Island and its mix of eco-park and recreational activities
- Port of Palm Beach cruise ship terminal which services more than 10,000 visitors per month
- Regional urban and commercial hubs in Palm Beach Gardens and West Palm Beach

Lockhead, Rybovitch & Viking have national and international customers with a significant number of employees, sub-contractors and visitors. Regional efforts has been ignited as a result of the Amazon application, we will use this opportunity to build upon/create new relationships, cross marketing opportunities, and strategic collaborations with regional and state partners including Visit Florida, Discover the Palm Beaches, the Tourist Development Council, the Cultural Council, Greater Broward CVB, Miami CVB, economic partners – Business Development Board, Greater Fort Lauderdale Alliance, Miami Beacon Council and Chambers of Commerce. These alliances will allow us to leverage and market the many assets the Riviera Beach Marina has to offer to the South Florida market.

Our goal and communication strategy aim to ensure everyone within the region and beyond knows that the Riviera Beach Marina is the destination for fun, leisure, entertainment, watersports, cruising, and more.

- ***Highlight for the Board the key success drivers that will make your project locally relevant and authentic?***

ANSWER 5.3

In addition to response 5.2 above, our waterside eateries will reflect the diverse culture of Riviera Beach and offer a selection of food choices in one location unmatched in Palm Beach County. We look forward to bringing authentic entertainment such as a jazz lounge, bringing out the heart and soul of Riviera Beach, where a jazz festival thrived for many years, something locals looked forward to – will now become a year-round amenity to enjoy.

We have a commitment from Marriott to construct a Residence Inn that will be local and minority-owned. We have recruited McCray's BBQ and Rodney's Crab to create a local authentic food offering. As our partner and advisor, LWLP, is an international real estate development and advisory firm considered world-renowned experts in envisioning, planning, and implementing viable, large-scale mixed-use real estate projects and districts. LWLP will help us:

- Create a vibrant waterfront that is welcoming to both residents and visitors and strengthens public spaces and community assets
- Give residents and local businesses in the community an opportunity to participate meaningfully in the redevelopment process
- Recognize the economic opportunities of the unique waterfront location of Riviera Beach's Marina Village to create an engine of revitalization, attracting new investments, businesses, and jobs

6. INCLUSION PLAN

- *Prioritize for the Board your thinking about what would be required (i.e. personnel, funding, program resources etc.) from the City/CRA in order to support the Master Developer’s efforts in achieving the economic inclusion goals and target outcomes outlined in the proposal?*

ANSWER 6.1

Tezral Partners is committed to celebrating diversity and promoting opportunities for the City of Riviera Beach residents and businesses. We will ensure that residents and businesses are equipped with the resources and information necessary to maximize their opportunities derived from the Riviera Beach Marina Village Phase II Development Project.

We plan to structure an active collaboration with the City/CRA, Career Source, Urban League and others to implement a comprehensive Workforce Development Program. The funding of this program will be negotiated and the key components of our program would involve the following:

- Career Source Palm Beach County as interested partners to provide workforce development programs. This would serve to get residents trained for skilled construction jobs. It is important to get residents trained and “work-ready” so that they will be ready on day one of breaking ground on new project elements. The courses also include soft skills (how to dress, importance on being on time, etc.) so that they will retain jobs longer. This will improve the labor pool from which GCs and tenants can hire.
- We will identify a CRA/City resource partner to be on the workforce development team. The Workforce Development Team will include a representative from Tezral, CRA, City, Career Source and other partners recommended by the City.
- We will work closely with the CRA/City to assist with communicating efforts and opportunities to the public via website, TV18, social media, utility bill, etc.

EXHIBIT A

**EXHIBIT A: PRIORITY OF REVENUE SOURCES
DISTRIBUTION OF REVENUES AND CASHFLOWS
ALTERNATIVE SCENARIO**

Project Element Revenues	Priority1	Priority2	Priority3	Priority4	Priority5	Priority6
Event Center - Restaurant	Facility Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions	
Site 2: Restaurant 2	Ground Lease	Facility Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions
Site 3: Restaurant 3	Ground Lease	Facility Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions
Site 4: Bicentennial Park						
Concessions	Facility Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions	
Food Truck Court	Grund Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions	
Site 5: Marketplace North & South						
Retail	Ground Lease	Facility Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions
Site 6: Hotel	Ground Lease	Facility Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions
Site 7: Marketplace West						
Apartments	Operating Expenses	Property Taxes	Debt Service	Owner Distributions		
Office/Retail	Ground Lease	Facility Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions
Parking	Ground Lease	Operating Expenses	Debt Service	City NOI		
Site 8: Spanish Courts						
Apartments	Operating Expenses	Property Taxes	Debt Service	Owner Distributions		
Office/Retail	Ground Lease	Facility Lease & CAM	Operating Expenses	Property Taxes	Debt Service	Owner Distributions
Parking	Ground Lease	Operating Expenses	Debt Service	City NOI		

EXHIBIT B

Via Email

October 12, 2018

Mr. Tony T. Brown
T. Brown Consulting Group. LLC
PO Box 10385
Riviera Beach, FL 33419

Re: Riviera Beach Marina Village Phase II Opportunity

Dear Tony:

LiveWorkLearnPlay (LWLP) is excited to work in partnership with T. Brown Consulting Group and All-Site Construction (collectively “Tezral Partners”) to help you develop Phase II of the Riviera Beach Marina. We will serve as your Development Advisor and lend our extensive expertise in large-scale development to help the team achieve a world-class waterfront entertainment district. As you know, we served as the lead development advisors to Viking Developers, and in that capacity worked closely with you and your colleagues in your former role with the Riviera Beach CRA, to set a revised development vision and strategy for the waterfront, and completed both the Riviera Beach Marina District Redevelopment Strategic Assessment and then the Marina District Master Plan. These efforts and direction helped set the table for the rebranded Marina Village Phase I improvements and the inspiring new plan that you propose for Phase II. We are excited about continuing this partnership with you.

LWLP is an international real estate development and advisory firm considered world-renowned experts in envisioning, planning, and implementing viable, large-scale mixed-use real estate projects and districts. As master developers and placemakers, we have an extensive record of creating vibrant and enduring places that maximize financial performance while helping to realize desired social, cultural, and economic success.

As your partner and advisor, we will help you:

- Create a vibrant waterfront that is welcoming to both residents and visitors and strengthens public spaces and community assets
- Give residents and local businesses in the community an opportunity to participate meaningfully in the redevelopment process
- Recognize the economic opportunities of the unique waterfront location of Riviera Beach’s Marina Village to create an engine of revitalization, attracting new investment, business, and jobs



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As your Implementation Partner, we will act as a fee-for-service developer and any liability we assume or equity we invest will be at our sole option relative to individual project components, as we understand that Tezral will be primarily responsible for raising/securing required equity and financing.

In our capacity as your Development Advisor and Partner, we will assist Tezral, as required, to:

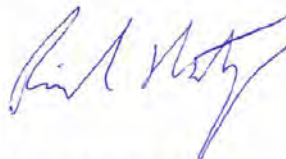
1. Negotiate terms for a Development Agreement to include but not limited to components of a Public-Private Partnership and Community Benefits Agreement, Land Leases, Acquisitions and Easements and other items delineated as Phase 2 in the RFP Process beginning on page 29 in the publicized RFP.
2. Secure CRA Board final project and letter of intent approvals and other items delineated as Phase 2 in the RFP Process.
3. During the process of development, provide you on-call services as may be agreed and needed in Phase 4 for the Building Design, Approval and Construction Process. These services may include financial modelling, pre-development project coordination, community outreach, leasing, activation and sales.
4. As our primary role, help you achieve the Project Outcomes and Economic Benefits in Phase 5 of the RFP Process and as reflected in the proposal and negotiated with the CRA. A separate agreement will be negotiated between our firms to reflect terms of payment, roles and responsibilities.
5. Generally, help you strategize and structure the appropriate deals and transactions that will be required to bring this complex project to life.

We are supportive of and enthusiastic about the idea of helping you develop locally authentic restaurant themes for local entrepreneurs as we have a wealth of experience in the programming and leasing of food-anchored destinations and marketplaces.

We also commend you for securing financial commitments to build the required parking spaces to make this venture possible, including work force housing to help invigorate the local area. Thus, our partnership with Tezral Partners will not rely, nor need, LWLP's significant financial capacity. Our partnership shall be based on helping a management team achieve capacity and implement an effective development plan and create the wonderful waterfront destination district that the City of Riviera Beach has always desired. We may invest in project elements offered by Tezral at our sole discretion and respect your desire to create investment opportunities for local residents.

We are very encouraged by the Tezral Partners team being short-listed on the basis of the initial RFP response, so please feel free to use this letter as documentation of our commitment to this partnership. We have had a 5-year association and our entire LWLP team looks forward to the continuation of this great relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Martz".

Richard Martz
Partner & Principal, Live Work Learn Play

Cc.
Max Reim, Co-Managing Partner & Founding Principal, Live Work Learn Play

EXHIBIT C

TEZRAL PARTNERS, LLC PROJECT ELEMENT SOURCES EXHIBIT C					
Phase	Project Element	Budget	Sources		
			Name	Percent	Amount
II.1	Total East Garage	\$ 38,300,000	Municipal Acquisitions	100%	\$ 38,300,000
II.3	Total West Garage	\$ 28,300,000	Municipal Acquisitions	100%	\$ 28,300,000
Total Parking					\$ 66,600,000
II.1	Site 5: Marketplace North & South	\$ 17,280,000	Tezral Equity	5%	\$ 2,581,500
	Site 7: Marketplace West	\$ 34,350,000	Private Equity	5%	\$ 2,581,500
			LIHTC/NMTC Equity	20%	\$ 10,326,000
		\$ 51,630,000	Debt	70%	\$ 36,141,000
Total Site 5 Development					\$ 51,630,000
II.2	Site 1: Restaurant 1	\$ 4,096,550	Restaurant Equity	20%	\$ 819,310
			RBCDE Equity	20%	\$ 819,310
			Debt	60%	\$ 2,457,930
Total Site 1 Development					\$ 4,096,550
II.3	Site 8: Spanish Courts	\$ 38,275,000	Tezral Equity	5%	\$ 1,913,750
			Private Equity	5%	\$ 1,913,750
			LIHTC/NMTC Equity	20%	\$ 7,655,000
			Debt	70%	\$ 26,792,500
Total Site 8 Development					\$ 38,275,000
II.4	Site 6: Hotel	\$ 32,350,000	Tezral Equity	5%	\$ 1,617,500
			Private Equity	10%	\$ 3,235,000
			NMTC Equity	20%	\$ 6,470,000
			Debt	65%	\$ 21,027,500
Total Site 6 Development					\$ 32,350,000
II.5	Site 2: Restaurant 2	\$ 2,285,000	Tezral Equity	5%	\$ 381,480
	Site 3: Restaurant 3	\$ 2,706,000	Private Equity	5%	\$ 381,480
	Site 4: Bicentennial Park	\$ 623,600	Restaurant Equity	20%	\$ 1,525,920
	Linear Park	\$ 1,015,000	CRA Grant	27%	\$ 2,059,992
	Infrastructure	\$ 1,000,000	Debt	43%	\$ 3,280,728
		\$ 7,629,600			
Total Restaurant & Site Development					\$ 7,629,600
Total Development Costs					\$ 200,581,150