

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

Regular Meeting

- - -

Marina Village Event Center
190 East 13th Street
Riviera Beach, Florida
Wednesday, May 26, 2021
6:00 p.m. - 7:50 p.m.

- - -

IN ATTENDANCE:

- Chair Shirley Lanier
- Vice Chair KaShamba Miller-Anderson
- Commissioner Julia Botel
- Commissioner Douglas Lawson
- Commissioner Tradrick McCoy
- Executive Director Jonathan Evans
- General Counsel Michael Haygood
- Senior Project Assistant/CRA Clerk Tamara Seguin

1 Pledge of Allegiance by Councilwoman KaShamba
2 Miller-Anderson.

3 (Moment of silence observed. Pledge of
4 Allegiance recited.)

5 CHAIR LANIER: Seeing that we have only one
6 item on the agenda for this evening, are there any
7 additions, deletions or substitutions for this agenda,
8 Board, staff?

9 EXECUTIVE DIRECTOR JONATHAN EVANS: None from
10 staff, Madam Chair.

11 CHAIR LANIER: Very good. Any disclosures?
12 There's an item on the agenda, which is only one. Are
13 there any disclosures by Commission or staff in regards
14 to this item? Can we get a motion to adopt this
15 agenda?

16 COMMISSIONER BOTEL: So moved.

17 VICE CHAIR MILLER-ANDERSON: Second.

18 CHAIR LANIER: Thank you. There is no
19 consent agenda, which means we will run right into our
20 item number one.

21 Madam Clerk.

22 VICE CHAIR MILLER-ANDERSON: Hold on.

23 THE CLERK: A roll call for the agenda.

24 CHAIR LANIER: I'm sorry?

25 THE CLERK: Agenda approval roll call.

1 CHAIR LANIER: Oh, yes. Can I get approval
2 of the agenda, the roll call, please?

3 VICE CHAIR MILLER-ANDERSON: So moved.

4 COMMISSIONER BOTEL: We moved and seconded.

5 THE CLERK: Commissioner Botel.

6 COMMISSIONER BOTEL: Yes.

7 THE CLERK: Commissioner McCoy.

8 COMMISSIONER McCOY: McCoy, yes.

9 THE CLERK: Vice Chair Miller-Anderson.

10 VICE CHAIR MILLER-ANDERSON: Present. Yes.

11 THE CLERK: Chair Lanier.

12 CHAIR LANIER: Yes.

13 THE CLERK: That motion carries.

14 CHAIR LANIER: Yes, please make note that
15 Commissioner Lawson has joined the dais.

16 COMMISSIONER MILLER-ANDERSON: Were you going
17 to let him vote?

18 COMMISSIONER McCOY: Doesn't have voting
19 rights.

20 CHAIR LANIER: Sir, you would like to vote on
21 the agenda approval?

22 COMMISSIONER LAWSON: Yes, ma'am.

23 CHAIR LANIER: Thank you. That's a yes from
24 Commissioner Lawson.

25 Item number one, Madam Clerk.

1 THE CLERK: 11th Street Townhouse Project.

2 CHAIR LANIER: Mr. Evans.

3 EXECUTIVE DIRECTOR JONATHAN EVANS: Madam
4 Chair and Members of the Board, the item before you
5 this evening, the presentation will be made by our
6 Neighborhood Services Director, Ms. Annetta Jenkins.
7 The intent behind this particular item is to get
8 feedback on the proposed Development Agreement that's
9 before you for consideration this evening. It is
10 staff's intent that once the feedback is provided, the
11 staff will go back and refine the document and then
12 bring the document forward for your consideration to
13 allow for the project to move forward, as previously
14 discussed.

15 Madam Chair, at this time I'd like for our
16 Neighborhood Services Director, Ms. Annetta Jenkins, to
17 make the presentation.

18 CHAIR LANIER: Thank you.

19 Ms. Jenkins.

20 MS. JENKINS: Thank you, Chair Lanier.

21 Thank you, Mr. Evans.

22 I'm Annetta Jenkins, the Director of
23 Neighborhood Services at the CRA. And tonight I am
24 presenting to you a summary of our Development
25 Agreement and hoping that we can get some feedback, as

1 Mr. Evans said, on some key points.

2 We're providing this summary and draft
3 Development Agreement for the 11th Street Townhouse
4 Project as we promised last month. We'll come back,
5 hopefully at our first meeting in June, for approval of
6 the development plan, a draft of which is attached as
7 Attachment 2.

8 And let me apologize up front for any typos
9 in the draft. Your final document will be execution
10 ready, but with any draft going back and forth among
11 parties and track changes, sometimes a typo may be
12 missed.

13 At the February 2021 Board meeting, project
14 support of 925,000 was approved for this program, for
15 this initiative, pursuant to Resolution Number 2021-03,
16 which was attached to the packet as well.

17 The owners of the project would be the
18 Riviera Beach CRA and Riviera Beach Community
19 Development Corporation. The developer would be an
20 entity to be formed by RBCDC and Riviera Beach CRA. The
21 Project Manager we're proposing is the CDC.

22 We've outlined the roles for the parties
23 wherein the CDC would be the project lead, offering
24 day-to-day management, reporting, invoice processing
25 and reimbursements, site inspection, overview, sales,

1 marketing, purchaser processing and packaging and
2 development financing.

3 The CRA would be responsible for invoice
4 review, report review, marketing, site inspections
5 overview and development financing.

6 We've listed the individual parcels that will
7 be comprised of our development parcel located at 1101
8 Avenue E, 130 West 11th Street and 120 West 11th
9 Street.

10 The project description is our opportunity to
11 construct the 11th Street Townhouse Project, a
12 development partnership between the agency and the
13 Riviera Beach CDC. This assemblage would support 12
14 townhouses, for sale units with three bedrooms, two and
15 a half baths, two and three stories, one and two car
16 garages. Our target prices for our workforce units
17 would be \$275,000, approximately, with an approximate
18 square footage of 1,584 to 1,814 square feet for the
19 two types of models.

20 The agency and CDC have full site control.

21 Our estimated budget for the project is
22 \$3,800,000.

23 We've assembled, we think, a stellar
24 development team with Annetta Jenkins as project lead;
25 Scott Evans is responsible for planning; Andre Lewis is

1 our project liaison on the CRA; Minoka Nugent as the
2 project accounting and responsible for packaging;
3 Mr. Rick Gonzalez, with REG Architects, as our
4 principal architect, and you've heard from him at
5 several meetings. Christine Merrell, as part of the
6 REG team, is a project manager for this. Vlad
7 Dumitrescu is an architect on the team.

8 Our senior planner for landscape design is
9 Alec Dickerson, with Gentile Glas Holloway O'Mahoney.
10 And Tom McLeod is our principal engineer, with McCarthy
11 & Associates. Gino Furland is our surveyor, with PM
12 Surveying. Craig H. Butterfield is our appraiser. And
13 our proposed construction financier is the Florida
14 Community Loan Fund. The attorney for the CRA is
15 Mr. J. Michael Haygood, and the CDC's counsel is Edwin
16 Ferguson, who is present here tonight, a local
17 attorney.

18 A summary of our Development Agreement. As I
19 mentioned earlier, the parties to the agreement would
20 be the Rivera Beach CRA and the Riviera Beach CDC. The
21 effective date would be the date of executions by the
22 last party. The commencement date would be upon
23 receipt of permits. Our closing date would be the date
24 on which the construction loan is closed. Our
25 completion date is 18 months from date of commencement.

1 Our conceptual site plan is attached as
2 attachment 2-A.

3 Our housing mix, we propose, is workforce
4 housing, eight units; our market rate units, which are
5 the larger units, would be four homes.

6 The security for the construction phase would
7 be a mortgage and note, a restrictive covenant during
8 construction period, and at completion, the restrictive
9 covenant remains. And I'll come back to that and
10 explain a little bit more later.

11 The terms during the construction period
12 would be no more than 25 years for the end buyer, and
13 I'll explain that a little bit more later.

14 The rate of the loan from the CRA is at zero
15 percent.

16 Our inspections would happen upon request for
17 payment and at least weekly to make sure that the
18 project continues to move forward. Reporting to the
19 agency would be at 60 days of final sale, and then
20 annually by October 1 of each year.

21 The ultimate job creation would be three
22 FTEs.

23 Our marketing, we would follow HUD's
24 Affirmative Marketing, per HUD guidelines.

25 The homes would be energy efficient, with

1 star rated or higher appliances, low VOC paint,
2 sustainable flooring, impact windows and doors,
3 tankless water heaters, LED lighting and xeriscape
4 horticulture.

5 Indemnification would be offered by the
6 developer. Bonding would be in the form of a
7 performance bond for my general contractor, and
8 insurance would be general limits, as required by the
9 agency.

10 Sales criteria for buyers. Eligible
11 applicants are required to submit a completed
12 application. The application must be submitted with
13 required documents as specified on the application.
14 Applicant eligibility is based upon property
15 eligibility, and income eligibility is program
16 specific. And I attached as Exhibit A an outline of
17 the program guidelines.

18 The homeowner applicants are required to
19 occupy the property as their primary residence. And
20 upon sales, the workforce buyers would execute a second
21 mortgage and note along with a restrictive covenant.
22 There would be the restrictive covenant executed for
23 all 12 units.

24 Applicant selections. Applicants are
25 selected and approved on a first come, first qualified,

1 first served basis. Applicants are time stamped, and
2 determinations of application submittals will be based
3 on the time stamp.

4 We propose that a homeowner association would
5 be formed to ensure that the project is maintained and
6 that there is a responsible entity for the appearance
7 of the development.

8 I took the liberty of outlining some
9 frequently asked questions that we hope will further
10 explain the Development Agreement.

11 Firstly, why pose a restrictive covenant?
12 We're proposing to you that a restrictive covenant be
13 placed on the property to ensure that the investment is
14 maintained by the CRA and the CDC. This is done to
15 maintain affordability and stave off gentrification as
16 much and as long as possible.

17 We are suggesting 25 years for the
18 restrictive covenant period for the workforce units.
19 And we're proposing that part of the restrictive
20 covenant would be in perpetuity for home ownership,
21 which means that no rentals would be allowed, and that
22 this would apply to the market and the workforce units.
23 That means that you won't have an investor putting in
24 those rental, short-term rental types of arrangements
25 in the neighborhood.

1 I also did some research, and I have outlined
2 for you types of restrictions that other jurisdictions
3 have for their affordable/workforce programs. The Palm
4 Beach County Workforce Housing Program imposes a 15
5 year restriction for home ownership and 30 years for
6 rental. All other housing programs in Palm Beach
7 County, the First Mortgage Loan Program, the Purchase
8 Assistance, which will be close to what we're doing,
9 the Housing Rehab, Emergency Repairs, Replacement
10 Housing, Developer Assistance, Single Family New
11 Construction and HOME Investment Partnership Programs
12 all have a 30 year restrictive covenant period.

13 The City of Delray's First Time Homeowner
14 Program imposes a 15 year restrictive covenant if
15 there's less than 35,000 in subsidy. For more than
16 35,000, it is 30 years.

17 The City of Boynton Beach, for their Closing
18 Costs and Down Payment Assistance, is 15 years.

19 Fort Lauderdale's Purchase Assistance Program
20 is 15 years, but it's a deferred loan to the applicant.

21 Broward County Housing Finance has a Home
22 Buyer Purchase Assistance Program that is 15 years, and
23 they defer up to 40,000 thereafter. The rest incurs a
24 repayment.

25 The City of Gainesville's Purchase Rehab

1 Program is 30 years, due on sale with a forgivable
2 loan.

3 Miami-Dade County's program, a Surtax
4 Program, is 20 years, with a 0.5 percent interest
5 payback and a due on sale clause.

6 Another question: Will the property require
7 a unity of title and/or a replat? Yes, it will. We
8 have three separate parcels. In order to develop one
9 project, we'll have to go through a unity of title and
10 replat procedure.

11 When will any transfer or disbursement take
12 place? The CRA's dollars will not be transferred or
13 any part disbursed until there is a closing on the
14 construction loan.

15 There was a question last month about making
16 sure that the project moves forward, is financing in
17 place, et cetera. Once the project is fully
18 underwritten and a construction loan is secured and
19 ready for closing, everything will close at the same
20 time, and that ensures that the project is ready to
21 move forward.

22 What are the benefits to the community? As I
23 mentioned, we expect three FTE construction and
24 permanent jobs, 12 workforce market rate homes with
25 long-term affordability, the elimination of slum and

1 blight, a key priority, and we think that this project
2 will be a catalytic project in a transitional
3 neighborhood.

4 You might ask: What is the financing
5 structure? The CDC will acquire a construction loan
6 for the majority of the financing for the project. The
7 CRA's dollars will come in as a subordinate
8 construction loan, and those two together will finance
9 the construction of the project.

10 At sale, the buyers will obtain their
11 individual mortgages, which will allow us to retire the
12 construction -- the first construction loan, and any
13 proceeds that might result at the end of the project
14 will be provided as down payment and closing cost
15 assistance to our workforce units.

16 Our status is that we're in the site plan
17 approval process with the City of Riviera Beach, and if
18 approved tonight, the agreement will be available and
19 ready at your meeting on June 9th.

20 So based on your comments, staff is
21 recommending that the Board direct General Counsel and
22 the Executive Director of the agency to bring back the
23 final Development Agreement with attachments for
24 approval at the next Board meeting.

25 And I'll stop there and see if you have

1 questions or comments. And Mr. Haygood is here to
2 answer any legal questions, and the CDC's counsel is
3 here, Mr. Edwin Ferguson, as well. So thank you.

4 MR. HAYGOOD: Madam Chair.

5 CHAIR LANIER: Thank you for your
6 presentation.

7 Are there any questions from the Board?

8 Yes, Mr. -- I'm sorry, Councilman McCoy, you
9 may ask a question.

10 COMMISSIONER McCOY: Commissioner McCoy
11 sounds better. This is CRA.

12 CHAIR LANIER: Commissioner/Councilman McCoy,
13 Councilman/Commissioner McCoy.

14 COMMISSIONER McCOY: I'll take it.

15 CHAIR LANIER: Commissioner McCoy.

16 COMMISSIONER McCOY: Ms. Jenkins.

17 CHAIR LANIER: Mr. McCoy.

18 COMMISSIONER McCOY: Well, it feels good to
19 be called on.

20 Ms. Jenkins, so I want to clarify. The 925
21 was the CRA's commitment as to this project. I think I
22 seen the zero percent rate, so at what point will the
23 CRA ever be repaid, because I thought I just heard you
24 say any proceeds would go towards first time, I guess,
25 some sort of home buyer assistance.

1 MS. JENKINS: There is no cash repayment to
2 the CRA. This is an investment in creating affordable
3 workforce housing units.

4 COMMISSIONER McCOY: Okay. And that's
5 actually -- I can understand that in theory, but the
6 idea that we're going to reinvest it back, is that
7 going to be done at the CDC or at the CRA, because you
8 said any proceeds would go back into home buyer
9 assistance programs. Is that going to go back into the
10 CRA's Home Buyer Assistance Program or the CDC?

11 MS. JENKINS: It goes to home buyer
12 assistance to the 12 units, or to the workforce units,
13 which are eight units. It will go to those buyers.

14 COMMISSIONER McCOY: Okay, but I thought I
15 heard you say any proceeds that are received I guess
16 above whatever the construction costs loan is --

17 MS. JENKINS: Yes.

18 COMMISSIONER McCOY: -- that money is going
19 to go back into the same loan? How is that possible?
20 Am I understanding that correctly?

21 MS. JENKINS: There is a construction phase,
22 so we need dollars to build the units, and the CRA is
23 helping to subsidize the construction of the units.
24 When we identify buyers and the buyers buy the units,
25 in order to have workforce residents participate in the

1 program and qualify for the price of these units, they
2 will require subsidy in order to do that. And the
3 security or guarantee for the CRA is that those buyers
4 would execute a second mortgage. This is a typical
5 structure for workforce affordable housing programs.

6 COMMISSIONER McCOY: Okay, so am I missing
7 something? I'm trying to find out what the any
8 proceeds portion that you mentioned means. Like you
9 mean in excess of our satisfaction with the
10 construction loan?

11 MS. JENKINS: Once all construction expenses
12 are taken care of, then if we're -- hopefully we'll be
13 able to pay off the first mortgage, which is a
14 multimillion dollar mortgage, pay any outstanding
15 expenses. Once that is done, then those dollars will
16 be used to subsidize the buyers.

17 COMMISSIONER McCOY: But, okay, so that will
18 be done at the CDC level, or will that come back to the
19 CRA is what I'm saying. I'm just trying to figure out
20 once we put in the 900,000, anything above that that
21 satisfies the construction loan, does that go back to
22 the CRA or to the CDC?

23 MS. JENKINS: It will stay in the
24 construction fund. Keep in mind --

25 COMMISSIONER McCOY: But if the project's

1 already completed, then we're going to use that money
2 then to --

3 MS. JENKINS: But in order to close out
4 construction, you have to sell the units. And to sell
5 them, you have to close with a buyer. The buyer can't
6 close and assume title unless they pay for the unit.

7 So if I may give an example, for someone who
8 is workforce, at a workforce income level, they might
9 qualify for \$200,000 in a first mortgage. They would
10 need 75,000 -- to keep the math simple -- to assist
11 them in purchasing the unit. So if we have proceeds
12 left after we pay off the first mortgage, pay all of
13 the expenses, then we could help to provide some down
14 payment assistance to buyers. And it's based on need.

15 COMMISSIONER McCOY: Okay. Well, I guess I
16 didn't understand what you meant by any proceeds, and
17 that's what I was trying to get at. So this is the
18 proceeds above our construction costs is going to go
19 towards paying for --

20 MS. JENKINS: Down payment assistance, yes.

21 COMMISSIONER McCOY: Okay, thank you. I'm
22 sorry it took a bit to get there. The restrictive
23 covenant on all 12 units, you want to come back to that
24 or --

25 MS. JENKINS: Sure. Well, did you have a

1 question or --

2 COMMISSIONER McCOY: Well, I guess, you know,
3 when I first suggested that perhaps we can look at
4 market rate, I don't know if someone wants to pay
5 market rate, are they going to pay for a restrictive
6 covenant. You know, I thought it would be a good mix
7 of affordable and market rate as opposed to just all
8 affordable. But I don't know that anybody would want
9 to -- I mean obviously, if they want a new townhome,
10 they would -- but want to buy a market rate townhome
11 that has a 30 year restrictive covenant.

12 It does absolutely no benefit to them,
13 especially if they're not going through the getting any
14 of the first time home buyer assistance. So I guess,
15 you know, in my opinion, it wouldn't make sense to even
16 have that whole restrictive covenant in this place, or
17 we just decide to do everything, you know, workforce
18 housing.

19 MS. JENKINS: Doing everything -- that's a
20 good point, and we might be there in terms of making
21 them all workforce if we're not able to sell market
22 rate. But the median price of a home in the county
23 right now is approaching \$450,000. So I think our
24 project would be very attractive. I've had inquiries
25 from several market rate buyers already who've heard

1 presentations at our meetings.

2 COMMISSIONER McCOY: Right, but are they
3 aware that what's being, in general, generally
4 speaking, in theory what's being discussed is a
5 restrictive covenant for 30 years?

6 MS. JENKINS: They know that we have not
7 suggested terms because you all haven't approved
8 anything, so we haven't discussed or suggested terms to
9 anyone.

10 MR. HAYGOOD: Madam Chair.

11 CHAIR LANIER: Yes, go ahead, sir.

12 MR. HAYGOOD: So the restrictive covenant,
13 there were two restrictive covenants that we're
14 proposing. The first restricted covenant on leasing
15 any unit, that it can only be owner occupied, you can't
16 lease it, and that, in theory, we are proposing is in
17 perpetuity. So it's regardless of whether you have a
18 workforce housing unit or whether you have a market
19 rate unit, you would not be able to -- the proposal is
20 that you would not be able to lease it.

21 And that's not really unique to this type of
22 development. You know, especially with Airbnbs now,
23 you'll find a lot of developments where you don't allow
24 short or long-term leasing. So it really has nothing
25 to do with the workforce housing issue.

1 The second restrictive covenant is to have
2 certain units be required to be leased to workforce
3 housing. Those would only be the eight units that
4 we're suggesting is workforce housing. And I think the
5 proposal for that was like 25 years. So after
6 25 years, the restriction on a unit, as far as being
7 income restricted, would go away.

8 However, the proposal, again, is that it
9 would -- in perpetuity you would not be able to -- the
10 owner be able to lease it. Now again, that's a
11 decision for the Board to make, whether it's going to
12 be in perpetuity, whether you want it to expire within
13 a certain period of time.

14 COMMISSIONER McCOY: Follow-up.

15 CHAIR LANIER: Yes, go ahead, sir.

16 COMMISSIONER McCOY: So members, you know,
17 that's a great point, and thank you for the
18 clarification. So it is in perpetuity, what's being
19 proposed, that it can never be leased, and only for the
20 first 25 years that you have to have a mixed use of
21 some workforce component.

22 MR. HAYGOOD: Correct.

23 COMMISSIONER McCOY: Now, my concern is if
24 that's what we want to do, I'm okay with it, but
25 members, you know, we wear three hats. And on the City

1 side we seen something last month where an individual
2 who has a restrictive covenant on their property
3 brought an item before the City Council for us to
4 consider removing that restrictive covenant. And, you
5 know, I just don't want to start down this road of if
6 we did it on the CRA, then somebody's going to come
7 back and say, well, I'm going to bring this item to the
8 Board's attention, that, you know, they did it in 2021,
9 so in 2029, then of course, I might as well roll the
10 dice and try to bring it before the CRA to see if
11 they'll release that.

12 And all I'm saying is, members, we don't want
13 to be hodgepodge. If we're going to set forth a
14 restrictive covenant, it needs to be followed to the
15 "t," because the very definition is restrictive for a
16 reason.

17 MR. HAYGOOD: Now, of course --

18 CHAIR LANIER: Hold on a second; hold on a
19 second, sir.

20 I just wanted to remark to your question,
21 Councilman McCoy -- Commissioner McCoy. Now, I'd like
22 to see 10 or 15 years on restrictive covenants.

23 COMMISSIONER McCOY: For which part? There's
24 two.

25 CHAIR LANIER: For the part in terms of the

1 housing purchase. Because, see, what it is is that I
2 would rather see a shorter term for a restrictive
3 covenant, but rather than do something like a resale
4 restriction for affordability for subsequent buyers.
5 Maybe 15 years, something that's similar to the NSP HUD
6 program, the Neighborhood Stabilization Program that
7 they have. And it basically allows you to sell in a
8 shorter time, but it requires it to be a sale to
9 another affordable home buyer, and this stops
10 gentrification.

11 MS. JENKINS: Our restrictive covenant would
12 have the same effect.

13 CHAIR LANIER: Is it just like -- is it the
14 15 year HUD program, Neighborhood Stabilization
15 Program?

16 MS. JENKINS: It's not the same as that. And
17 there is, arguably, there were some -- there are issues
18 with the way that was implemented.

19 CHAIR LANIER: Well, I just would rather see
20 10 or 15 years on a restrictive covenant instead of
21 these 25 and 30 years. And we have other things in
22 place to ensure that if there's going to be a resale of
23 the property, it is to another affordable home buyer.

24 But to have someone locked in for 30 years,
25 and as Commissioner McCoy alluded to, they could come

1 back to the Council in five years, and we all could be
2 gone, and they could say we want you to consider taking
3 this off. So I want us to look at how we would be able
4 to ensure, number one, if there is a shorter term on a
5 restrictive covenant, that it is, in turn, sold to
6 another affordable housing buyer.

7 MS. JENKINS: If I may respond?

8 CHAIR LANIER: Yes, but hold on. Hold that
9 one second. Mr. Haygood wanted to say something.

10 MR. HAYGOOD: Only that as far as the
11 discretion is concerned, you always want to have an
12 opportunity for, in this case, the restrictive covenant
13 would be in the name of the CRA. The CRA's ultimately
14 going to sunset, so all that will be assumed by the
15 City.

16 For property purposes, you always want to
17 have a way of being able to waive a restrictive
18 covenant. And again, I think it's important to
19 remember that we're suggesting two, whether you call it
20 restrictive covenants or another legal restriction,
21 we're talking about two restrictions.

22 One is on the ability of someone to lease the
23 property. Regardless of whether it's a market rate
24 unit or if it's a workforce house unit, you cannot
25 lease the property, short or long term. Now again, we

1 have proposed that that would be in perpetuity. The
2 Board obviously has the authority, the policy decision
3 to make of whether to make that shorter or not. But
4 even then you still want to have written into the
5 document that it's at the discretion of the person who
6 gave the covenant to waive it.

7 And then again, the second restriction, and
8 that's on the actual income level of the people who
9 rent the units, the workforce units, and we're talking
10 about eight units, that those would be workforce
11 restricted -- restricted to sale to a person who's
12 qualified in the workforce housing requirements.

13 CHAIR LANIER: Thank you.

14 Ms. Jenkins, you had a comment too? Yes, go
15 ahead.

16 MS. JENKINS: Yes, ma'am. I was just going
17 to explain that in the document we describe how the
18 restrictive covenant would work. A person could sell
19 the unit at any time. If you are a similarly situated
20 buyer, say you qualify for a workforce unit, if the
21 first buyer, first homeowner sells the unit within five
22 years, then we either get all of our money back and the
23 second restriction remains, or if you sell it to
24 somebody who's similarly situated, then you pass on
25 that benefit and it works just like the NSP program

1 that you're describing.

2 If it's after five years, then there's a
3 pro rata payback where the mortgage and note, like with
4 the NSP, it burns off, so it's a proportionate payback.
5 We still have our second restrictive covenant. So the
6 passing the benefit on to a subsequent purchaser would
7 work the same way as you're describing with the NSP
8 program.

9 This way, it ensures that our program is in
10 line with other programs in the county. Some of the
11 buyers might have to get SHIP money or something. It
12 would be in line with those.

13 And we still have, we're still encouraging
14 people to move up. You know, this may be your first
15 home. If it is, then you're a first time home buyer,
16 then you could sell it and you will realize some equity
17 on the sale. But the investment that's put in by the
18 CRA and to the CDC will be protected, and that's what
19 we're trying to do, is provide protection.

20 Other jurisdictions that are laid out here
21 that are doing 10 years, 15 years, they're also -- they
22 have a payback. Most of them have some payback. The
23 second mortgage will accrue interest. We're not
24 setting up anything as elaborate as that because we
25 don't have a mechanism at the CRA or the City to

1 service all that. But we still would get the
2 protection to make sure that we have home ownership and
3 that that project stabilizes that neighborhood. I
4 understand what you're saying, but this would do the
5 same thing.

6 CHAIR LANIER: I understand what you're
7 saying. So I want to see 10 to 15 years for a
8 restrictive covenant. That's what I would like to see.

9 VICE CHAIR MILLER-ANDERSON: Madam Chair.

10 CHAIR LANIER: Yes, go ahead.

11 VICE CHAIR MILLER-ANDERSON: For the 25 year,
12 it says the maximum funding is up to \$100,000 average,
13 correct?

14 MS. JENKINS: Yes.

15 VICE CHAIR MILLER-ANDERSON: So we're saying
16 the \$100,000 would have -- that's the one that would
17 have the 25 year forgivable at a rate of five percent,
18 and that's the one you're saying you want to see at 10
19 to 15 years?

20 CHAIR LANIER: This is -- I'm just talking
21 about purchase in general, that when a person
22 purchases -- basically, they have two restrictive
23 covenants, one for the purchase of the property and the
24 other for the restriction of leasing the property. Am
25 I correct?

1 MS. JENKINS: Yes.

2 CHAIR LANIER: So when a person purchases the
3 property, I would like to see 10 or 15 years for a
4 restrictive covenant when they purchase that property
5 so that, number one, it doesn't lock them into
6 25 years, but if they want to sell the property in year
7 number one, they have to pay it back. We do understand
8 that.

9 But I would like to see those numbers come
10 down some based on the fact that there is another
11 caveat that you can put in in terms of resale
12 restriction, meaning that if they do want to resell it,
13 they do want to sell it, it would have to be to someone
14 who's also an affordable housing buyer. And the reason
15 why I say that is because what that does is, regardless
16 of how they -- when they sell, it goes to another
17 person who is an affordable housing buyer, and that, in
18 itself, limits gentrification.

19 MS. JENKINS: May I respond?

20 CHAIR LANIER: Go ahead.

21 MS. JENKINS: In that case, a subsequent --
22 either the CRA would have to come up with additional
23 subsidy for that subsequent purchaser to be able to
24 afford the unit, or we set this up with a 10 to 15 year
25 restriction where there is a shared equity portion.

1 Otherwise, at the end of 10, 15 years, every one of
2 those units would convert to a market rate unit, so
3 workforce would not be able to afford it. And I'm
4 saying that from experience with the NSP program and
5 any other program.

6 So if you are suggesting the 10 to 15 years,
7 where it's sold to a similarly situated buyer, either
8 the restriction starts over and there's some shared
9 equity between the CRA and the first buyer, because
10 otherwise --

11 CHAIR LANIER: No, no. And I understand what
12 you're saying, because what you're saying is that if
13 this burns off in 10 or 15 years and it reverts to
14 market rate, that is what the CRA's purpose is. The
15 purpose is to bring in -- to work in blighted areas and
16 to bring it to market rate, to bring it to what people
17 can afford to live there, to bring it to people who are
18 able to afford it.

19 So if we do 10 or 15 years for people, and
20 giving them subsidy, they keep the property, all good.
21 But if they sell the property and it goes to somebody
22 else who is a market rate property, then that's fine as
23 well with me, because that's our purpose. Our purpose
24 is to build the community. We don't want to stay
25 stagnant and it just becomes an affordable housing

1 unit. It becomes something that is going towards
2 something, and the person who is living there and now
3 is at that level.

4 So I would like to see 10 or 15 years. I
5 would like to see where, if they sell, if it burns off,
6 it goes to another person who is an affordable housing
7 buyer. And of course, I like the part where it talks
8 about they cannot do short-term and long-term leases
9 for the property.

10 MS. JENKINS: Do you want us to put it in a
11 shared equity provision for the CRA, because
12 otherwise --

13 CHAIR LANIER: Explain that to me.

14 MS. JENKINS: That means that because incomes
15 don't go up the way real estate appreciates, and
16 because we know that our median income in Riviera Beach
17 right now is about 50 percent of median income of the
18 county, if we were to do projections of a conservative
19 property appreciation, incomes will not keep up. So
20 Ms. Brown, just to use a generic name, who could afford
21 the unit today with subsidy, stays in there for ten
22 years. They want to sell it. Prices have gone up.
23 And in today's market, they're going through the roof.

24 CHAIR LANIER: Right.

25 MS. JENKINS: So a unit that we're projecting

1 we want to sell for 275,000 today with subsidy, at that
2 rate will be -- Commissioner Lawson, help me -- maybe
3 over 500,000 in ten years. Someone whose income might
4 go up one and a half percent a year will not be able to
5 afford it --

6 CHAIR LANIER: So then we give the next home
7 buyer subsidy.

8 MS. JENKINS: Ma'am?

9 CHAIR LANIER: Then we give the next home
10 buyer subsidy.

11 MS. JENKINS: So that's fine if the CRA is
12 going to commit to providing subsidy for any subsequent
13 purchaser. We'd have to have --

14 CHAIR LANIER: We would want the CRA to
15 provide that subsidy.

16 MS. JENKINS: That will be fabulous.

17 CHAIR LANIER: Because if a person stays
18 there 10 years or 15 years and it burns off, and the
19 next person comes in, needs some help to get into that
20 unit, then that's fine as well.

21 But we want to be able to maintain a housing
22 stock that is not depreciating in terms of, you know,
23 now the unit is worth \$100,000. We want to keep it
24 where it is a, for lack of a better term, a status that
25 the person has, you know, gotten this apartment, got

1 this unit, and you know, now they bought it at, you
2 know, 275, you know, two years ago, and now in eight
3 years it's worth 500.

4 That is the purpose of making sure that we
5 are keeping up with the market as well, but also the
6 people who live in the city can afford to live in there
7 too. So if the next person comes in and we have to
8 subsidize them, then they take on the same risk in
9 terms of restrictive covenants, 10, 15 years, have to
10 do the same thing the previous person did.

11 COMMISSIONER McCOY: Madam Chair, so, but in
12 that current situation that you're saying, if we're
13 going to subsidize the subsequent, or I guess the
14 second buyer, then essentially we would be only
15 investing in that same property. We would never ever
16 create any other pockets of affordable housing
17 throughout the CRA. I mean that sounds good in theory,
18 but I wouldn't want to re-subsidize the same property
19 that we've already subsidized before. So that's my
20 only --

21 CHAIR LANIER: So you're saying that when she
22 said that the person comes in, now it's 500,000, so,
23 and I had said initially, well, then that's just what
24 it is.

25 COMMISSIONER McCOY: Right. But then

1 somebody walks off with a \$300,000 profit, and then
2 we're -- the CRA, I guess the constituents are now
3 going to be subsidizing somebody to get up to pay what
4 the now --

5 CHAIR LANIER: But how would they walk off
6 with that?

7 COMMISSIONER McCOY: With the appreciation,
8 because if you're only paying 275 now and you sell for
9 500, I mean you're going to appreciate --

10 CHAIR LANIER: Right, but I'm saying but they
11 still have to pay back the subsidy.

12 COMMISSIONER McCOY: Right, but it's on a
13 pro rata. And that's my other question, is who gets
14 that pro rata? So I mean somebody literally can -- I
15 mean exactly what we started off with, I don't want
16 this to be somebody's method to flip houses.

17 CHAIR LANIER: Exactly.

18 COMMISSIONER McCOY: And they do take
19 advantage. And I'm telling you while we're right here
20 talking, somebody's plotting, you know.

21 And quite frankly, if we do it the first
22 time, I don't see that -- I don't support us going back
23 to reinvest another subsidy in the same property when
24 we can go down on the north side of Blue Heron and try
25 to do something in that area. But, you know, I

1 understand what you're saying, but, you know, we --

2 CHAIR LANIER: Well, I mean we provide
3 subsidies to the CDC year after year after year, so --
4 but I understand. I understand what you're saying.
5 No, no, and I get that. I get the fact that we don't
6 want somebody to walk off with a profit and then the
7 next person put the same --

8 COMMISSIONER McCOY: They're going to look
9 for us, but, you know, and I know there's a couple
10 things.

11 But Ms. Jenkins, when you can respond back,
12 the pro rata share, even though the deed would then, in
13 the event that the CRA is dissolved, that would then be
14 continued by the City, the pro rata share of the
15 payback goes to whom, the CDC or the --

16 MS. JENKINS: It would go to the City.

17 CHAIR LANIER: You know what though? Let me
18 stop you right there. But you know what though, I was
19 thinking about this as well. If you make it -- you
20 know, you keep it at affordable housing rate, they
21 don't have to necessarily get the money from us.

22 COMMISSIONER McCOY: Well, if they don't,
23 then --

24 CHAIR LANIER: You see what I mean? It
25 doesn't have to come from us to subsidize that unit.

1 It can come from the County.

2 But my whole point in this is that I would
3 like to see 10 or 15 years for restrictive covenants.
4 That's just in general. But we can -- I don't want to
5 hold this project up. That's the first thing. But I
6 want to be able for us to work through this so that we
7 can come to an agreement in terms of what is best for
8 the people who live in the city. What can -- we can't
9 pay for everybody, but we at least can provide the
10 opportunity for people to be able to live nice and
11 decent in the city.

12 COMMISSIONER LAWSON: Madam Chair.

13 CHAIR LANIER: Yes, go ahead, sir.

14 COMMISSIONER LAWSON: Thank you, Madam Chair.

15 So there was a comment made about long-term
16 and short-term leases. I think Councilwoman Lanier
17 said she didn't want to see any leases. We're not
18 allowing for anything -- investors in these properties.
19 This is just owner occupants, correct?

20 MS. JENKINS: Yes, sir.

21 COMMISSIONER LAWSON: Okay, so the lease
22 terms that will be restrictive in our HOA documents to
23 say there will be no lease allowments in this area.

24 MS. JENKINS: Yes, sir.

25 COMMISSIONER LAWSON: All right. We've had

1 some comments tonight in reference to staving off
2 gentrification, but I really want my colleagues to
3 understand that gentrification is here.

4 We have million dollar condos being built on
5 the corner of Broadway and Silver Beach in an area that
6 just ten years ago was something that had to be cleaned
7 up, a city that we've talked about development and
8 growth for a number of years, but right now it's
9 actually happening before our eyes. And the only thing
10 that we can do as policymakers is be prepared for the
11 development that's coming.

12 And gentrification is here and happening, but
13 we have to do it without displacement and creating more
14 home ownership. If we reduce that restrictive covenant
15 from 25 years down to 15 years, that is going to just
16 leave one generation out of having any restrictions of
17 home ownership, of owner occupants, of the restriction
18 of the type of ownership of this property, and we need
19 to make sure that we lock in this unit and this
20 location as long as possible for owner occupants.

21 The funding was my question, Ms. Jenkins,
22 last night. We spoke for about an hour in reference to
23 this project and getting all of the insight, so I
24 appreciate your time with explaining every detail of
25 it.

1 But the funding that Councilman McCoy
2 mentioned, as to where the profits are going to go
3 after the loan is paid off, it's going to go into the
4 CDC or the CRA? Because that was the concern. If the
5 cost of development cost a million dollars and the
6 project brings in \$2 million, where does that
7 additional million dollars in revenue go?

8 MS. JENKINS: Because we are doing this as a
9 mixed income project for workforce and market,
10 they're -- based on today's market and projection for
11 the next 12 or 18 months, there won't be any --
12 quote -- and I don't like to use the word profit with a
13 nonprofit -- there will be no program income. Any
14 program income will go to the home buyers to assist
15 them.

16 COMMISSIONER LAWSON: Okay.

17 MS. JENKINS: And when you talk about
18 assisting them, paying off all the loans and expenses,
19 we already know that our projected construction costs
20 are already close to what our sales prices are. So
21 we're subsidizing the project. And we know that for
22 someone to be able to afford it, they're going to need
23 every piece of subsidy, plus other dollars. But if, if
24 there is any program income, then that will come back
25 to the CRA.

1 COMMISSIONER LAWSON: So that comes back to
2 the CRA, and then those funds will be used for what?

3 MS. JENKINS: For future workforce housing.
4 You set aside this money in a pot called special
5 initiatives, which allow for property acquisition,
6 similar developments within the CRA. So it would go
7 into that program line item.

8 COMMISSIONER LAWSON: Okay.

9 COMMISSIONER McCOY: I'm sorry, I thought I
10 asked that same question.

11 CHAIR LANIER: Hold on, hold on, Councilman
12 McCoy.

13 COMMISSIONER McCOY: (Inaudible.)

14 COMMISSIONER LAWSON: Yes, that was the
15 confusion, because Councilman McCoy asked a similar
16 question. Your answer wasn't reflective of what he
17 asked. I know we had the conversation. So when I
18 spoke to you last night, what you answered wasn't
19 actually clear. So that's why I wanted to make sure
20 that it was clarified.

21 COMMISSIONER McCOY: Chair --

22 MS. JENKINS: I apologize for any confusion.

23 CHAIR LANIER: Hold on a second. Mr. McCoy,
24 Councilman McCoy, Commissioner McCoy, what was the
25 question you asked?

1 COMMISSIONER McCOY: So my question, when you
2 said -- I said where does the proceeds go, and you said
3 back to the CDC. And then I think just now --

4 MS. JENKINS: The question you were asking
5 was about construction financing, and I said from
6 construction to sales we have to close out the entire
7 project. When the first buyer buys a house, we have to
8 make sure we're able to sell all 12. And at the end of
9 the day, you pay off the remainder of the construction
10 loan and expenses. So perhaps I didn't go far enough
11 in my question, and I'm not giving you a different
12 answer. I talked about construction versus permanent
13 financing or sales and the difference.

14 COMMISSIONER McCOY: Thank you.

15 CHAIR LANIER: Okay, very good.

16 Mr. Haygood.

17 MR. HAYGOOD: Yes, the only thing I wanted to
18 point out so that the Board knows, you're actually
19 making two contributions to the project. One is the
20 \$925,000 funds. It's going to be either used to
21 subsidize your construction costs and/or if there are
22 proceeds, going to use to subsidize first time home
23 buyer closing costs.

24 The second one is you're donating two lots.
25 So there were two lots that required that we are, in

1 theory, selling to the CDC for the project -- or
2 contributing to the CDC for the project.

3 CHAIR LANIER: Contributing?

4 MR. HAYGOOD: Contributing.

5 CHAIR LANIER: Okay, very good. Then that
6 brings me to another question.

7 COMMISSIONER LAWSON: Madam Chair, I was
8 going to see if --

9 CHAIR LANIER: I'm sorry, go ahead.

10 COMMISSIONER LAWSON: -- I could finish my
11 comments earlier.

12 CHAIR LANIER: I'm sorry, go ahead.

13 COMMISSIONER LAWSON: No worries.

14 Ms. Jenkins, we talked about the owner
15 occupants, only being sold to owner occupants. The
16 restrictions, the rental restrictions and owner
17 occupancy will be outlined in the association
18 documents.

19 Now, there's going to be a property
20 management or association that's going to handle the
21 project once you -- we get a C.O. for these projects
22 and start closing on these units, correct?

23 MS. JENKINS: Once the project is stabilized,
24 yes, sir.

25 COMMISSIONER LAWSON: What do you mean by

1 that, stabilized?

2 MS. JENKINS: Well, once the developer, the
3 CDC and the general contractor would take care of any
4 punch list items, make sure that everything is closed,
5 that people are settled in, make sure that the
6 construction loan is paid off, that all reports are
7 done, that there's a closeout, a total closeout.

8 COMMISSIONER LAWSON: Right.

9 MS. JENKINS: And once that's done, it will
10 be turned over to the property management, the HOA.
11 Well, you will have an HOA in place because they're
12 going to be there. But in terms of the management of
13 the HOA, that will done by us, the developer, and then
14 turned over to the HOA Board, which will be the owners
15 there.

16 COMMISSIONER LAWSON: Owners. At what
17 percentage will you turn it over? For example,
18 developers, they transfer the home ownership, the HOA
19 management to the homeowners when we have 65,
20 75 percent completion, 85 percent. At what time will
21 it be turned over to the property owners?

22 MS. JENKINS: Because in this document we're
23 contemplating that we have other reporting requirements
24 to the CRA that are outlined here, I would suggest or
25 propose that it's at 100 percent of sales --

1 COMMISSIONER LAWSON: Okay.

2 MS. JENKINS: -- when we totally close out
3 the project.

4 COMMISSIONER LAWSON: Will the Board have the
5 ability to overturn the process of rental restrictive
6 covenants?

7 MS. JENKINS: No. Mr. Haygood and
8 Mr. Ferguson --

9 COMMISSIONER LAWSON: I think that the
10 attorneys -- I would want to make sure that that
11 language is crystal clear when we do that contract with
12 the association, especially when it's turned over to
13 the homeowners, because if you have homeowners that
14 come into an agreement, that they want to make it
15 rental or vacation rental or see the Marina Phase II
16 come to fruition, then that could be a concern, a
17 sticky situation.

18 So I want to make sure that board that's put
19 in place, that we have language in the documentation
20 that is going to safeguard and protect them from
21 overturning or changing that process, because we can't
22 control the management, the operations, the
23 landscaping, the color of the paint with that HOA
24 unless we have it completely outlined within the docs.

25 MR. HAYGOOD: Madam Chair.

1 CHAIR LANIER: Yes, go ahead, sir.

2 MR. HAYGOOD: So there are two ways that you
3 can set these restrictive covenants. One is typically
4 done through the HOA, as you alluded to. But in this
5 case, we're going to put restrictive covenants in place
6 before any of this happens. So as far as the no
7 leasing, our proposal is to put that in place ahead of
8 time, and actually rather than the HOA having the
9 authority to enforce it, the CRA or its assignee,
10 successor in interest, the City, would be able to
11 enforce it.

12 COMMISSIONER LAWSON: Okay.

13 MR. HAYGOOD: And I will caution the Board
14 that even though we come up with this Development
15 Agreement, it's going to be subject to some
16 negotiations with the lender. The lender may have some
17 issues with some of the visions, especially as it
18 relates -- or typically, there's some negotiations
19 subsequent to once you go to the construction lender.

20 There will also be a construction
21 participation agreement which we will identify what
22 funds, what CRA funds are being used for. And that
23 will be in the source and uses agreement that will be
24 agreed to by the Board.

25 COMMISSIONER LAWSON: Okay. Madam Chair, I

1 have a few more comments, but I'll let my colleagues go
2 ahead.

3 CHAIR LANIER: Yes, let's give somebody --

4 COMMISSIONER LAWSON: Thank you, Madam Chair.

5 CHAIR LANIER: We've been talking. Let's
6 give someone else another chance to talk.

7 Any other comments from any other Board
8 members in regards to this project?

9 VICE CHAIR MILLER-ANDERSON: Madam Chair.

10 CHAIR LANIER: Yes, go ahead.

11 VICE CHAIR MILLER-ANDERSON: On the Special
12 Initiatives Program, it talks about the impact of 10 to
13 15 households will be assisted. So this program will
14 apply to other areas outside of this project here?
15 Where do you get 15 from?

16 MS. JENKINS: It's just estimated based on
17 the money. At the time you all approve this -- well,
18 we contemplated the 11th Street, but it allowed that
19 not everybody might need \$100,000 for subsidy. So if
20 we are able to find other sources to assist a buyer,
21 then we may be able to assist additional households.
22 We might. But we are --

23 VICE CHAIR MILLER-ANDERSON: At different
24 locations? At different locations?

25 MS. JENKINS: Yes.

1 VICE CHAIR MILLER-ANDERSON: Okay.

2 MS. JENKINS: Yes, ma'am.

3 COMMISSIONER MILLER-ANDERSON: I, you know, I
4 don't really support the 10 to 15 years. The 25, I
5 know that's what we're saying. The lowest I would go
6 is 20. But as we listened and learned through this
7 discussion of some of the things that could happen,
8 that could put us in a situation that we really don't
9 want to be in later on down the line, I wouldn't want
10 to go below 20 if we're going to change it. I'm fine
11 with the 25, but if we have to go down below, I
12 wouldn't want to go below 20.

13 And then the other thing is with the job
14 creation, and I mean obviously, that's not a whole lot,
15 but will there be any outreach? What is the outreach
16 plan going to be like?

17 MS. JENKINS: As we said earlier, we would --
18 whichever contractor we hire for this job, we'd make
19 sure that we reached out to the community for the
20 construction jobs. Whatever supplies, et cetera, we'd
21 look for a local suppliers, local businesses, local
22 subs to participate. We'd work with the City, with the
23 Procurement Department, making sure that we're
24 providing opportunity as local as possible.

25 We talked about with our HOA we'd have an

1 experienced property management company. A part of the
2 negotiation with them is perhaps you might mentor or
3 allow a smaller local property management company to
4 shadow you so that perhaps they might be hired or take
5 over or gain experience. So we'll make every effort to
6 maximize whatever benefit we get from this project.

7 The landscaping, hopefully, you know, we'll
8 identify a local company that could provide that
9 service once the project is complete.

10 VICE CHAIR MILLER-ANDERSON: All right,
11 that's it for now. Thank you.

12 CHAIR LANIER: I just wanted --

13 COMMISSIONER BOTEL: Madam Chair.

14 CHAIR LANIER: Yes, go ahead.

15 COMMISSIONER BOTEL: I'd just like to
16 understand better how -- by what criteria you chose
17 25 years as opposed to 10 or 15. What basis, what
18 caused you to choose that?

19 MS. JENKINS: Just based on experience. If
20 it were my recommendation alone, I'd ask for 30 years.
21 But based on the comments over the last few meetings
22 from Commissioners, we're suggesting at least 25.

23 The County, for just about all of their
24 programs, they're at 30 years. If you rent in a low
25 income housing tax credit project, they have a 65,

1 sometimes a 65 year restriction, income restriction to
2 make sure that it's affordable. But that's rental.

3 But 30 years is not unheard of. There are
4 some funding sources that require a 40 years
5 restriction, and that's to avoid gentrification as much
6 as you can.

7 COMMISSIONER BOTEL: I would think that we
8 wouldn't go much lower than 25 years then.

9 COMMISSIONER McCOY: Madam Chair.

10 CHAIR LANIER: Yes, go ahead, sir.

11 COMMISSIONER McCOY: So Ms. Jenkins, with
12 your experience, let's just kind of speak on a
13 hypothetical, because at 15 years, if buyer A wants to
14 sell to buyer B, who doesn't necessarily qualify for
15 workforce, to be considered workforce housing, who
16 makes that determination after the sale? Like who's
17 going to manage or monitor whether or not the second
18 buyer does essentially meet that definition of
19 workforce?

20 MS. JENKINS: Part of the CDC's requirements
21 are to do annual reporting on the affordability back to
22 the CRA. We would do something that the County does,
23 that they do in other jurisdictions where there is a
24 process -- and people know this up front -- where maybe
25 there's a certified letter where people have to attest,

1 affirmatively attest that their income is such that
2 they still reside in the property. Here is my
3 homestead exemption. So there's a reporting
4 requirement.

5 If and when the CDC goes away, our bylaws say
6 that there is a subsequent nonprofit that takes over or
7 our whatever obligations we have passes on to some
8 other nonprofit. Or the City may do it.

9 You all in the City have homes that were
10 assisted by the City where people are -- they are
11 coming out of their restrictive period, they're
12 refinancing, they're selling the properties. And then
13 I actually assisted the City recoup some money on one
14 of those deals where the period had not totally burned
15 off, and in order for that person to sell, they had to
16 pay back the City. It was \$5,000, but they had to pay
17 back the City a couple years ago.

18 So the CDC -- and that's why you have
19 organizations like the CDC that are here for that
20 purpose, for the City.

21 VICE CHAIR MILLER-ANDERSON: Madam Chair.

22 CHAIR LANIER: Yes, go ahead.

23 VICE CHAIR MILLER-ANDERSON: I just want
24 clarification. On Article 11, Indemnification,
25 11.01(a), it says for consideration of \$10 and other

1 good and valuable consideration herein. What is that
2 part about, the \$10?

3 MR. HAYGOOD: Chair. It's just standard --

4 CHAIR LANIER: Yes, go ahead, sir.

5 MR. HAYGOOD: It's just standard, I would say
6 almost ceremonial language.

7 VICE CHAIR MILLER-ANDERSON: The \$10?

8 MR. HAYGOOD: Yes.

9 VICE CHAIR MILLER-ANDERSON: You just pick a
10 number?

11 MR. HAYGOOD: Well, it's a nominal
12 consideration.

13 COMMISSIONER MILLER-ANDERSON: Okay.

14 MR. HAYGOOD: It's hard to explain, but
15 typically --

16 CHAIR LANIER: Well, try to explain it to us.

17 MR. HAYGOOD: I can't.

18 CHAIR LANIER: It's in the contract.

19 MR. HAYGOOD: It's something ceremonial that
20 typically you'll see in documents.

21 COMMISSIONER LAWSON: Madam Chair, it's
22 normally documented as a dollar because you have to
23 convey a certain dollar amount --

24 VICE CHAIR MILLER-ANDERSON: So that's the
25 dollar that we typically see?

1 COMMISSIONER LAWSON: That's the dollar that
2 you normally see. I don't know why they did ten, but
3 it's --

4 VICE CHAIR MILLER-ANDERSON: Okay, I'm used
5 to a dollar, but --

6 COMMISSIONER LAWSON: Yes, I'm used to a
7 dollar, but --

8 VICE CHAIR MILLER-ANDERSON: Yes, me too.
9 That's why I was just wondering why was -- what was the
10 ten about.

11 MR. HAYGOOD: Yes.

12 VICE CHAIR MILLER-ANDERSON: Okay, thank you.

13 CHAIR LANIER: All right, very good. I want
14 to ask a question about do we actually need an HOA when
15 all of the restrictions are in the agreement.

16 COMMISSIONER McCOY: Oh, you definitely --

17 MS. JENKINS: Yes, ma'am we need an HOA.

18 CHAIR LANIER: Why?

19 MS. JENKINS: You want to make sure that the
20 units are not being painted different colors, you want
21 to make sure that the lawn is being maintained, you
22 want to make sure that the driveway is maintained, you
23 want to make sure that the roofs are always in good
24 shape, you want to make sure that the insurance is paid
25 for the exterior, et cetera. We need an HOA for that.

1 MR. HAYGOOD: Yes, the --

2 CHAIR LANIER: Hold on a second, sir.

3 MR. HAYGOOD: All right, I'm sorry.

4 CHAIR LANIER: So when you say when you need
5 the HOA, you need it for the purpose of appearances for
6 the property?

7 MS. JENKINS: For protection of the value,
8 yes, ma'am.

9 CHAIR LANIER: Okay, very good. What's this
10 doing here?

11 MR. FERGUSON: Madam Chair, I just wanted to
12 follow up. The question, I believe, that Commissioner
13 McCoy asked regarding what happens if --

14 CHAIR LANIER: Please introduce yourself,
15 sir.

16 MR. FERGUSON: Certainly. I'm Attorney Edwin
17 Ferguson, attorney for the CDC.

18 CHAIR LANIER: Very good. Go ahead.

19 MR. FERGUSON: So just wanted to state as to
20 that hypothetical that Commissioner McCoy asked about,
21 what happens if unit one that's owned by John Doe or
22 Jane Doe, who are workforce employees and now they want
23 to sell it to someone who is not -- does not qualify as
24 a workforce employee, what happens, what type of
25 restrictions or what type of assurance would you have

1 to make sure that this property does not go to somebody
2 who's more affluent, who would gentrify the unit.

3 Well, the HOA, that's part of what they would
4 legally be authorized to do. They have to give you
5 approval. As a general rule, every HOA that I've dealt
6 with, I want to sell it to you, for example,
7 Commissioner, they have to approve that sale.

8 So if in the governing documents which attach
9 to the property as well as any other restrictive
10 covenant, it says that unit one has to be sold to
11 somebody else who also falls into this workforce
12 housing spectrum, if you will, then I think it would be
13 okay. There wouldn't be any risk of me, as a workforce
14 employee, if you will, selling to Mr. Rockefeller in 10
15 or 15 years and then there not being any teeth or any
16 way for the HOA to prohibit that.

17 CHAIR LANIER: So the HOA would do that. So
18 when Commissioner McCoy asked where -- who would do the
19 details in terms of making sure that the units were
20 sold to the appropriate people, it's not the CDC is
21 going to do it, it's the HOA is going do that?

22 MR. FERGUSON: Well, I think what Attorney
23 Haygood mentioned before, if I followed him correctly,
24 is that there would be a combination of the two, at
25 least initially. But we're getting down, you know, 15

1 20, 25 years down the road. What I was representing to
2 you is that the HOA would have the affirmative duty to
3 make sure that the property is being sold to somebody
4 who meets -- who does not offend the covenant or the
5 restrictions or any other limitation that's set forth
6 in what are called the governing documents that every
7 homeowner association has that's recorded in the public
8 records of Palm Beach County.

9 CHAIR LANIER: Okay, so that would be the
10 HOA.

11 MR. FERGUSON: Yes, it sounds like there will
12 be adequate safeguards from what's been represented.

13 CHAIR LANIER: But it will be both, you're
14 saying.

15 MR. FERGUSON: Yes, ma'am, it sounds like.
16 Attorney Haygood --

17 CHAIR LANIER: It sounds like it would be
18 both.

19 MS. JENKINS: Yes, ma'am.

20 CHAIR LANIER: Okay. All right, very good.
21 Thank you, sir.

22 COMMISSIONER McCOY: Madam Chair.

23 CHAIR LANIER: It's Mr. Haygood, he wanted to
24 say something.

25 MR. HAYGOOD: No, I'm good.

1 CHAIR LANIER: You're good.

2 VICE CHAIR MILLER-ANDERSON: Has he had his
3 ten minutes?

4 COMMISSIONER McCOY: I'm sorry?

5 COMMISSIONER BOTEL: I think she's checking
6 your time.

7 CHAIR LANIER: She's checking your time.

8 COMMISSIONER McCOY: Oh, no, no. Actually,
9 if I can?

10 CHAIR LANIER: No, go ahead, sir.

11 COMMISSIONER McCOY: No, actually, that's
12 very interesting that Mr. Ferguson brought that up,
13 because, members, I had a constituent call us about
14 something very unusual, and you may have gotten this.
15 But there are -- and I'm not going to be very specific,
16 but I've seen where folks have complained to us that
17 HOAs are doing exactly the opposite of what we just
18 proposed here, saying that in order to buy in this
19 community, you can't come in our community with a
20 subsidy. You have to have liquid cash of 20 percent of
21 the sales price.

22 So HOAs are pretty strong in that regard and
23 being able to restrict who comes and buys in that
24 community. But that is something that we're on this
25 side talking about how we're going to increase home

1 ownership, and in other areas, private HOAs are
2 basically saying we want you to come in to buy in with
3 your own equity and you can't come in with a CRA or
4 County subsidy. So that's, you know, that's definitely
5 different on one side of the tracks.

6 COMMISSIONER LAWSON: Madam Chair.

7 CHAIR LANIER: Yes, go ahead, sir.

8 COMMISSIONER LAWSON: That is part of my
9 concern with us reducing the restrictive covenant
10 years, because, for example, that exact scenario is in
11 our community right now, where they're requiring 20
12 percent down for home buyers to come into the complex,
13 so first time home buyers can't afford that. Mostly
14 investors and middle and wealthy can afford that 20
15 percent, where first time home buyers are coming in
16 with a minimum of three to five percent down.

17 So the restrictive covenants will give us
18 kind of that leverage to keep these properties
19 affordable, keep them within the limits of owner
20 occupants and will keep them where we can still provide
21 an issue at subsidy on the units that are not market
22 rate. I would be completely supportive of keeping it at
23 25, and if you would have presented it at 30, I would
24 have kept it there.

25 But right now with the 25, I would ask and

1 plead with my colleagues that we've talked about
2 gentrification, we've talked about development, we've
3 talked about the real estate. We have to also talk
4 about preserving and protecting the land and the
5 limited land we have left in allowing for our
6 homeowners to take advantage of that beachfront, that
7 waterfront property and still make it affordable for
8 them to live in there for the next 10, 20, 30 years,
9 because as I said before, a stone's throw away from
10 here there's million dollar condos going up. So we
11 want to make sure that our residents are workforce
12 residents, our community residents can actually still
13 afford it.

14 Ms. Jenkins, we talked about last night no
15 preferential treatment, and we talked about transparent
16 and unbiased sales. We want to make sure that the
17 sales of these units go to the program. We didn't talk
18 about the sale process, and tonight we're just talking
19 about the covenants. We're talking about the
20 agreement. But the sales of these units, I want to
21 make sure that we're clear, because I'm sure this will
22 come back before us again before the C.O. is issued.

23 MS. JENKINS: Yes, sir.

24 COMMISSIONER LAWSON: We want to make sure
25 that this process -- and this is more of a statement --

1 is transparent. We want to make sure that every unit
2 is listed properly and it's sold and we have a detailed
3 outline of how it's sold, because we do not want to
4 hear about how one of our friends or a buddy or
5 somebody associated with the City got preferential
6 treatment to come into this unit.

7 So making sure that we have a detailed
8 outline plan presented to the Board to show exactly how
9 you're planning on selecting these buyers, how they're
10 going to actually come in and what qualification
11 process they have to go through so that we can make
12 sure that, with a clear conscience in mind, that we are
13 hands off, nothing to do with it, and these units go to
14 the ones that rightfully deserve it, because I do not
15 want the community to come back to us saying, oh, well,
16 so and so's cousin and friend, or X, Y and Z got this
17 unit because they have preferential treatment.

18 So that's why I want to make sure that
19 process is outlined clear so that when it comes to
20 closing on these units, we can just be excited with the
21 ribbon cutting and housewarmings, okay?

22 CHAIR LANIER: Thank you, sir.

23 COMMISSIONER LAWSON: Thank you, Madam Chair.

24 CHAIR LANIER: Tell me, Ms. Jenkins, what are
25 those three FTEs? What specific jobs are those?

1 MS. JENKINS: The HOA might have a
2 maintenance person, somebody who's there every day, or
3 part time at least.

4 CHAIR LANIER: So the three FTEs are a
5 maintenance person?

6 MS. JENKINS: Or they may work for the
7 property management company, you know, people from the
8 community. So it will be associated with post sales
9 management.

10 CHAIR LANIER: So it's going to be three
11 positions?

12 MS. JENKINS: Approximately. And we could
13 say -- yes, ma'am.

14 CHAIR LANIER: And what are those? I'm still
15 not hearing what exactly are those positions.

16 MS. JENKINS: It would be property
17 management, landscaping, maintenance types of jobs.

18 CHAIR LANIER: Okay.

19 MS. JENKINS: We don't have an office or a
20 clubhouse or anything like that.

21 CHAIR LANIER: Okay, very good. One other
22 thing, the next time you come to the meeting, could you
23 bring us a timeline that lays out, you know, when we
24 start, the timeframes that we're going to --

25 MS. JENKINS: Yes, ma'am.

1 CHAIR LANIER: -- have this project go so
2 that we can kind of have in our mind how long this is
3 going to take --

4 MS. JENKINS: Yes, ma'am.

5 CHAIR LANIER: -- to get to the finish line
6 here.

7 And then there's also one other thing I want
8 to say before I close out, is that when we talk about
9 the CDC and we talk about the CRA, I am very confused
10 about how all this is working. You know, there's a
11 Florida statute talks about, you know, receiving
12 compensation from one organization versus the other,
13 and it's just so convoluted to me.

14 I don't want to get into it tonight, but I
15 really want us to address the fact of how is it that
16 you are the president of the CDC, but the CRA pays your
17 salary, so on the CDC side, you report to Scott, but
18 then on the City side, you report to Mr. Evans. It's
19 all confusing to me. So I want us to be able to
20 address that issue as we're moving this project along.

21 And are there any other questions from the
22 Board in regards to this project?

23 COMMISSIONER McCOY: Well, I guess what are
24 we doing?

25 COMMISSIONER BOTEL: Wait until the next

1 time --

2 COMMISSIONER McCOY: Yes, but I mean they
3 have to go back and do a draft. So are we going to
4 settle on what restrictive covenant, the length? We
5 talked about 15, 10, 20.

6 CHAIR LANIER: We talked about 10, 15, 25,
7 30, 35, 40, 45. But it seems to me that -- I mean I
8 want it 10 to 15. There's a 20 on the table, so I can
9 go with 20.

10 COMMISSIONER McCOY: And just so we're clear,
11 that's just for being able to be occupied by someone
12 that is in workforce.

13 CHAIR LANIER: Yes.

14 COMMISSIONER McCOY: Actually, that's not
15 true, because if a person actually is workforce and
16 they get a large raise, I mean you can't tell them that
17 they no longer meet the requirements. That's just for
18 the sale of --

19 CHAIR LANIER: Sale of the property, right.

20 COMMISSIONER McCOY: -- of the property.

21 MS. JENKINS: Exactly. We're not going to
22 kick them out if they have increased -- if they get a
23 big raise or something.

24 COMMISSIONER McCOY: Yes, okay, well --

25 COMMISSIONER BOTEL: Madam Chair.

1 CHAIR LANIER: Yes, go ahead.

2 COMMISSIONER BOTEL: I would just think that
3 we want that to be as long as possible so that it
4 remains workforce housing for as long as possible. And
5 if we can guarantee that a certain number of units
6 remain workforce housing, that should be our objective.
7 So for me, 25 is a bare minimum.

8 CHAIR LANIER: Very good.

9 VICE CHAIR MILLER-ANDERSON: Madam Chair.

10 CHAIR LANIER: So that means that there's a
11 consensus with 25.

12 MS. JENKINS: Yes, ma'am.

13 CHAIR LANIER: Go ahead.

14 VICE CHAIR MILLER-ANDERSON: Yes, that's what
15 I was going to say.

16 CHAIR LANIER: Yes, there's a consensus with
17 25, so we'll move forward with that.

18 COMMISSIONER McCOY: There's not a consensus.
19 I want to vote on it.

20 CHAIR LANIER: Very good.

21 COMMISSIONER McCOY: Twenty-five is fine.
22 And then quite frankly, Madam Chair, so I guess you're
23 concerned about the 10 to 15 years. If they have an
24 issue, this ain't where you want to be. I mean get a
25 County subsidy and try somewhere else in the city. But

1 this is the very purpose. And quite frankly, I think
2 we owe that to --

3 CHAIR LANIER: No, no, no. Listen, I
4 understand that completely. My position is that a lot
5 of times when we talk about, you know -- quote,
6 unquote -- low income people, we always talk in terms
7 of debt and not in terms of building equity for them.

8 So when we talk about this length of time, I
9 want it to be in a situation where the person is not
10 old, and you know, too old to be able to do what they
11 need to do. I want it to be able to think of -- and I
12 say low income in air quotes, because I would want to
13 think of it in terms of not having debt for them, but
14 having -- building equity for them, because if they
15 sell the unit in 10 or 15 years, they should make a
16 profit. We should be able to try and help people to
17 build equity and to be able to live better and better
18 and better. That is the purpose. That is the American
19 dream.

20 COMMISSIONER McCOY: Yes, but not on the
21 backs of a subsidy.

22 CHAIR LANIER: But I'm saying -- I'm not
23 saying that they're going to use our subsidy. If it's
24 10 or 15 years and they've met the requirements, this
25 is like a person who went to jail and gets out. They

1 paid their debt to society, so why are you trying to
2 treat them like a person who has not?

3 So if a person has gone through the process,
4 they've satisfied their requirements in terms of what
5 this restrictive covenant is, and they make a profit
6 off of the unit because they came in as low income,
7 then why not support building equity for low income
8 people? But I say that, and I digress.

9 COMMISSIONER McCOY: Well, no, no. Actually,
10 let me give you a reason why not.

11 CHAIR LANIER: No, you could --

12 COMMISSIONER McCOY: Because --

13 CHAIR LANIER: Hold on, hold on, hold on,
14 sir. I'm saying -- I'm not saying this to argue with
15 you. I'm just saying that that is the way I feel about
16 it. I feel that if a person comes into the City of
17 Riviera Beach, we give them \$50,000 to be able to buy a
18 home, they say, listen, you got to stay in that home
19 for 15 years, 20 years, and once you stay in that house
20 for 20 years, then guess what? That money that you owe
21 us, you don't have to pay back because you've paid,
22 you've satisfied that. It's called a satisfaction when
23 you pay off your debt, so to speak.

24 So when they leave that unit after 15 or 20
25 years, and now 25 years, and they want to sell that

1 unit and they make a, you know, 40, 50, \$60,000 profit,
2 what is wrong with that? Having a person to be able to
3 build equity after 20 years because we've helped them
4 to get to that point, I don't see a problem with that.
5 But I'm sure that you do.

6 COMMISSIONER McCOY: Well, if I can respond,
7 that's not correct, Madam Chair.

8 CHAIR LANIER: Okay, all right.

9 COMMISSIONER McCOY: First of all, so 275, if
10 that is the target sale price, that's surely going to
11 be less than market rate. I mean they're probably --
12 at least it's going to be 310, 315, because you're less
13 than a quarter of a mile from the Intracoastal. With
14 some of these units, if I remember from our last site
15 plan review, they're going to have some sort of ocean
16 view. So quite frankly, they're already coming in with
17 buying less than what I believe it would appraise at.

18 Additionally, I think there's something else
19 or a couple other things that we have to talk about on
20 the table, because I know initially you brought this
21 back saying that we need -- it was proposed to have
22 eight workforce and four market rate.

23 And you know, I think I'm under the belief
24 that we need to do all affordable after having this
25 dialogue, because I just think the longer, the better

1 for the purposes of this, because if we -- I just can't
2 see how someone would want to buy a property for close
3 to \$300,000 and then have that deed restriction,
4 because this isn't the property (audio disruption) in
5 my opinion. I think this is -- all of them have to be
6 held as affordable, all 12 units. And that is what I
7 would ask the members to support.

8 VICE CHAIR MILLER-ANDERSON: Madam Chair.

9 CHAIR LANIER: Yes, go ahead.

10 VICE CHAIR MILLER-ANDERSON: Help me -- what
11 was the rationale by having the eight and the four?

12 MS. JENKINS: We're making -- there are four
13 units that are like corner units that are larger. They
14 have two car garages, and they're three stories, and
15 right now they would have views of the water. And the
16 cost of those we're projecting would be around 330.

17 Now, the way the market is going, it may come
18 in higher. Construction prices, wood is three times
19 what it was when we started this project. That would
20 mean that to make it a workforce unit, you're talking
21 about putting in 130,000 in subsidy, and that's just
22 not done, because the contribution in terms of that
23 amount of subsidy would just -- and for those units,
24 from a policy standpoint, just setting some sort of
25 precedent for bringing that for the CRA to put in that

1 much at the table.

2 The market rate units will also help us keep
3 the other units affordable for people at lower incomes.
4 So we -- the design is meant to be mixed income there,
5 if I may suggest so.

6 VICE CHAIR MILLER-ANDERSON: All right, okay,
7 thank you.

8 COMMISSIONER LAWSON: Madam Chair.

9 CHAIR LANIER: Hold on one second --

10 COMMISSIONER LAWSON: Yes, Madam Chair.

11 CHAIR LANIER: -- Commissioner Lawson.

12 It's 7:25, and do we have public comments for
13 this project?

14 THE CLERK: We do, Madam Chair.

15 CHAIR LANIER: All right, very good. We're
16 going to go ahead and take your questions, and we're
17 going to --

18 THE CLERK: I'm sorry. Madam Chair, not on
19 this item, just general public comments.

20 CHAIR LANIER: Okay, very good. Go ahead,
21 Commissioner Lawson.

22 Have you finished, Ms. Jenkins?

23 MS. JENKINS: Yes.

24 CHAIR LANIER: Okay, go ahead, Commissioner
25 Lawson.

1 COMMISSIONER LAWSON: Madam Chair, I hear
2 Councilman McCoy's -- Commissioner McCoy's concerns in
3 reference to just doing all workforce, but I do think
4 that we need to kind of make a mix of market rate and
5 workforce units at this site just because of the
6 reasoning that Ms. Jenkins did give, and also by the
7 time this construction is done, if this balloon that
8 keeps blowing up gets any bigger and bigger and bigger,
9 these units realistically could sell for 400,000 by the
10 time this construction is over because of how rapidly
11 the market is growing.

12 So I would say keep it at the market rate,
13 and then allow for us to just keep a larger percentage,
14 which is the eight units at the workforce rate, because
15 those are going to be a little bit more attractive.
16 Those are the end units. And that gives the
17 opportunity to have a mixed area and just keep it,
18 continue to keep the properties and the area diverse as
19 well.

20 Market rate is going to be at a certain
21 number in the next six months to a year. But I think
22 that would just kind of give the flexibility to that
23 unit, make it more attractive to buyers and also make
24 it a diverse, a very diverse community. So I kind of
25 would want to keep it with the mix that they currently

1 have proposed of eight and four.

2 Thank you, Madam Chair.

3 CHAIR LANIER: Yes, thank you, sir. Are
4 there any other questions in regards to this project?

5 But thank you so much, Ms. Jenkins, for your
6 presentation for the CDC, for the CRA, for bringing
7 this project to life. If we could get that timeline,
8 that will give us something to talk to the residents
9 about in terms of knowing how this process actually
10 works.

11 And with that being said, we can call for
12 public comments at this time.

13 Thank you, Ms. Jenkins.

14 MS. JENKINS: Thank you for your support.

15 THE CLERK: Ms. Mary Brabham.

16 CHAIR LANIER: Oh, hold on a second. Let me
17 read my statement here.

18 Please be reminded that the CRA Board of
19 Commissioners has adopted rules of decorum governing
20 public conduct during official meetings, which has been
21 posted at the front desk.

22 In an effort to preserve order, if any of the
23 rules are not adhered to, the Commissioner/Chair may
24 have any disruptive speaker or attendee removed from
25 the podium, from the meeting and/or the building, if

1 necessary. Please govern yourselves accordingly.

2 Public comment shall begin at 7:30 unless
3 there is no further business of the CRA, in which event
4 it shall begin sooner. Any persons who would like to
5 speak during public comments, please fill out a public
6 comment card located at the front desk and give it to
7 the staff before the public comment section is
8 announced.

9 THE CLERK: Ms. Mary Brabham.

10 MS. BRABHAM: Good evening. Ms. Mary
11 Brabham, Riviera Beach. Had a long day today too, so
12 I'm comfortable here today.

13 I would just like to say, Attorney Haygood, I
14 was sitting here listening as well as dialing in on
15 some of these comments.

16 I would advise you as elected officials to
17 make sure that your i's are dotted and your t's are
18 crossed. I totally agree with the CDC Board, and it's
19 nothing against Ms. Jenkins or anybody else. But it
20 does become convoluscent, because it's tied in with the
21 CRA. One right hand doesn't know what the left hand is
22 doing.

23 I was kind of taken aback when Attorney
24 Ferguson stood up here, because we did not know that he
25 was their attorney. You did not know, because you

1 asked, as Chair: Who are you? We cannot have this
2 type of government that goes on where the right hand
3 doesn't know what the left hand is doing. And Scott
4 Evans is the CDC. The CRA is a combined force here,
5 and you as a Board must work in conjunction, as one
6 cohesive Board.

7 This money that's going to be filling it out
8 from the CDC with this funds and stuff, you all need to
9 get on target, because we going to get on target with
10 this.

11 And another thing I'm going to say too, they
12 make mention about gentrification. Look, when these
13 homes was built in the city here, we have some that
14 took advantage of these homes and they tried to move
15 out the houses. It should be from a 25 to a 30 lease.
16 When we bought our homes, it shows structure,
17 stability. It implores them to stay on their jobs if
18 they want a roof over their heads. And for you all to
19 try to think to make this 10 or 15 years, come on.

20 We need to make this city be better and in
21 the ways that we can make it better. So we need to
22 work on this, dot those i's and cross those t's,
23 because it is some (inaudible) that is here.

24 Was the attorney fielded out for the CDC
25 Board? And it's nothing against no one. But we, as

1 the public, and you, as a governing board, you need to
2 know these things here, how they're working here,
3 because we getting convoluscent here.

4 All Sunday night, the event that was put on
5 by the CRA and the staff, not one person never makes
6 the wheel turn. It has to be a collective body that
7 makes these wheels turn. The event on Sunday was
8 magnificent. Bring that band back, because we enjoyed
9 the band. Bring that band back.

10 And thanks to Mr. Evans and to his staff and
11 the Council people, all the Council people. No one
12 person have their hands in the pot. It's the cooking
13 job that one person wants to eat on. Everybody makes
14 the wheels turn.

15 CHAIR LANIER: Thank you, Ms. Brabham.

16 MS. BRABHAM: Thank you.

17 THE CLERK: Bishop Thomas Masters.

18 BISHOP MASTERS: Thank you, Madam Chair,
19 Honorable Mayor, Commissioners.

20 Ms. Brabham, you may remember when we were in
21 that position, we did have that band almost every other
22 month. It's a good band to have, and they're local.

23 Let me announce that the funeral service for
24 Earl Davis, community advocate, pioneer of our
25 community, will be the first Saturday in June, whatever

1 that is, at the church at 2 p.m. in New Macedonia.

2 Want to say that as the COVID winds down, the
3 vaccinations here at the city, we will continue with a
4 medical team to go far and near to make sure that
5 people who are not going to the drugstores or who are
6 not coming to the City, that we can take the Pfizer,
7 the one-done Johnson, and the Moderna directly to the
8 community, to the churches, to the schools. We were at
9 the university, the college, last Thursday. We'll be
10 at the Boca campus tomorrow.

11 And I want to talk about what happened Sunday
12 night with Willie Spence. People, speak up. Silence
13 gives consent. I cannot be quiet about what happened
14 last night as it relates -- or Sunday night -- to our
15 home boy, Willie Spence. Young man, you are our
16 American Idol. I also feel that Grace should have been
17 in there right with you to the end. If you and Grace
18 ever hook up, you all will take this country like a
19 powerful windstorm.

20 To the American Idol executives, it is time
21 to make some changes to your rules and format. At the
22 end of the day, this competition should not be based
23 upon a popularity contest, but rather predicated upon
24 quality, not quantity. Maybe you need to expand your
25 classifications and perhaps evolve to American Idols

1 and not Idol. Willie and Grace should be our new
2 American Idols.

3 I will be in Los Angeles on Monday. We hope
4 to meet and speak to the executives and producers.
5 It's a travesty of justice as what happened to Willie
6 Spence. The City supported it. Now it's time for we
7 to stand up and let them know that this was wrong, it
8 wasn't right, it wasn't fair, it was unjust, and we
9 just need to say something about it.

10 And I'm going to go say something directly to
11 them in Los Angeles on Monday. We ask you for your
12 prayers that I make this trip. I'm not going for that
13 purpose, but while I'm there, I am definitely going to
14 let them know how I feel. And hopefully you will send
15 e-mails and do whatever you can to let American Idol
16 know it's time for a change and what happened to Willie
17 Spence should never happen again.

18 Thank you, Madam Chair.

19 CHAIR LANIER: Thank you, sir.

20 Are we clear on the next steps for this
21 project?

22 MS. JENKINS: Yes, ma'am.

23 CHAIR LANIER: All right, very good.

24 Discussion by the Executive Director,
25 Mr. Evans.

1 EXECUTIVE DIRECTOR JONATHAN EVANS: Yes,
2 Madam Chair, before I get into my comments, I would
3 like for Ms. Annetta Jenkins to provide you an update
4 with regards to Berkley Landing. We've had some great
5 conversations, and that project is moving forward. But
6 there's been some time since the Board has had an
7 update in a public forum, so I'll ask Ms. Jenkins to
8 provide you a brief update.

9 CHAIR LANIER: Yes, go ahead.

10 MS. JENKINS: Just to let you know, the
11 Berkley Landing development team has been engaged in
12 several site plan submission meetings with our City
13 staff. And just kudos to Development Services, those
14 needing Development Services. Our City engineer,
15 management, those meetings have gone beautifully. Much
16 discussion. City staff has assisted with making
17 corrections to the site plan to make sure that it met
18 with our zoning requirements, et cetera, and the
19 developer has adjusted the site plan for open space and
20 other things. Site plan is still beautiful.

21 They are ahead of schedule, and I hope they
22 are okay with my saying that. They want to under
23 promise and over deliver. So things are ahead of
24 schedule. They're looking forward to closing with the
25 State later on in the year and breaking ground shortly

1 thereafter. They are doing everything they can to move
2 the timeline up.

3 And perhaps at one of our next meetings or by
4 e-mail, I might share with you the current site plan
5 that's making its way through the City's process. We
6 still have the number of units, we still have our
7 parking. The beautification and the sculpture is
8 coming along.

9 There have been several meetings with FDOT
10 about the median cuts, et cetera, and there was some
11 issues that were resolved that met with the City
12 requirements. The developer was happy at the end of
13 the day. And we're going to have a beautiful project
14 that we're going to break ground on before this year
15 ends.

16 CHAIR LANIER: Thank you.

17 EXECUTIVE DIRECTOR JONATHAN EVANS: Madam
18 Chair, with regards to a couple of items that I wanted
19 to update the Board on, as it relates to Marina Phase
20 II, City staff did bring forward, CRA staff did bring
21 forward a list of consultants to get authorization from
22 the Board to proceed forward with conducting business
23 with these three consultants.

24 We are requesting for the three consultants
25 to provide us with a price, as well as a timeline to go

1 ahead and review the financial documents that will be
2 provided by the developer for the purposes of
3 completing the analysis that we know the Board wants to
4 move forward. So as soon as we get that information
5 back from the three consultants that went through the
6 competitive solicitation process, we will bring the
7 number one ranked consultant to the Board for
8 consideration and execution.

9 We're also moving forward with the parking
10 study. We're in the final stages of completing the
11 parking study on Marina Phase II. The developer has
12 provided us with information related to their
13 prospective needs, as well as staff has accommodated
14 the study as providing for what our current needs and
15 what we anticipate the future needs is. So that study
16 should be completed in the coming weeks.

17 And then one item that we need to bring
18 before the Board at your next meeting is to have a
19 discussion with regards to the Florida Housing Finance
20 Corporation Program that Berkley Landing went through,
21 because it is staff's understanding that the Board
22 conceivably agreed to, in principle, the process that
23 would allow for the developer from Marina Phase II to
24 participate in the Florida Housing Finance Corporation
25 tax credit program.

1 And if, in fact, that's the case, we need
2 confirmation from the Board that that is the direction,
3 because that is a major linchpin in the particular
4 project. And as it relates to funding and the local
5 area match, we would need to have the Board's
6 confirmation that that's the direction you want to go,
7 or if you would want us to go through the process that
8 we went through in Berkeley Landing, because
9 conceivably, we can only move forward with one project.
10 So that's a major decision that's going to have to come
11 back before this Board and most likely will come to you
12 at your next regular meeting.

13 Also at your next regular meeting, we did
14 anticipate bringing forward to you the interview and
15 selection process for the legal representation for the
16 Community Redevelopment Agency. We will bring that
17 information to you all for consideration.

18 Probably towards the end of this week we'll
19 actually release the packet associated with that so you
20 can have a little bit more time with the documents
21 concerning the solicitation and read through those
22 proposals so you can be prepared for the discussion
23 when that comes back before you.

24 Of course, thank you to all the CRA and City
25 staff that did an exceptional job in coordinating the

1 Willie Spence event. Obviously, it didn't turn out as
2 we would have hoped, but nonetheless, I think staff did
3 an amazing job. And we've gotten a lot of praise
4 throughout the county, and a lot of our municipal
5 partners were cheering us on as well.

6 And so certainly an unfortunate outcome, but
7 nonetheless, we would love to host Mr. Spence here in
8 some capacity, at some event to really give him the
9 hero's welcome that I think he deserves. That's a
10 tough competition, and to place our community on the
11 national spotlight for amazing things is always
12 something that we should celebrate in our community.

13 So hopefully the family's listening in. We'd
14 love to have the conversation to bring him to his true
15 home and have a real event that celebrates his talent
16 and his commitment to the craft, because it takes a lot
17 of effort and a lot of noes before you get to that
18 point where he got. So we're certainly proud of him.

19 And then we are excited about a major
20 announcement that we will be able to provide to the
21 community related to the commercial facility or the
22 industrial facility on the corner of President Obama
23 and 13th. We've been working with the Business
24 Development Board for a prospective tenant that would
25 go into that particular space, and we've gotten

1 positive remarks today that they are all good to go.

2 So as soon as we can share it with the public
3 as it relates to who it is, we'll be excited to share
4 that, and that will be a great addition to the
5 corporate citizens that we have here in Riviera Beach.

6 Madam Chair, that concludes my comments.

7 CHAIR LANIER: Thank you, sir.

8 I wanted to ask you, is the parking study
9 going to be reviewed by the consultants as well, since
10 it's tied to the proposed Phase II project?

11 EXECUTIVE DIRECTOR JONATHAN EVANS: Madam
12 Chair, if I may?

13 CHAIR LANIER: Yes, go ahead.

14 EXECUTIVE DIRECTOR JONATHAN EVANS:

15 There is a consultant, an independent consultant that
16 the City did hire, the CRA did hire to conduct the
17 study. So they're having the discussion with both
18 parties, but they're independent and separate and apart
19 from the development group.

20 So I don't think the financial consultants
21 are going to look at the parking study. That's
22 something that we can provide to them, but that
23 consultant that we utilize for the parking study,
24 that's exactly what their scope and responsibility is,
25 and we've utilized them in the past.

1 CHAIR LANIER: Okay, very good. Thank you.

2 The CRA attorney --

3 MR. HAYGOOD: I have no comments.

4 CHAIR LANIER: -- General Counsel.

5 MR. HAYGOOD: I'm sorry, I have no comments.

6 CHAIR LANIER: All right, very good.

7 Statements from the Commission, starting with
8 Commissioner Lawson.

9 COMMISSIONER LAWSON: Thank you, Madam Chair.

10 And again, just to echo the sentiments of
11 Mr. Evans, amazing job by staff putting this event
12 together. We received rave reviews as a city for what
13 was done for our hometown hero, Willie Spence. He is
14 our American Idol, so we are going to continue to honor
15 him, support him.

16 And actually, as a business mindset, he
17 actually received the better end of the deal. Even
18 though it's disappointing to our residents here in the
19 community knowing that he didn't become the actual
20 titled American Idol, he's not locked into the American
21 Idol contract.

22 And personally, it's going to be more
23 lucrative for him when it comes to his career, because
24 he is an amazing star, and he's going to represent the
25 City very well. So congratulations to him, his mom,

1 Ms. Sharon, and the rest of the family. Congrats to
2 you all.

3 And thank you to the City as well. Your work
4 was amazing for that event. That's something that we
5 all, as a Council and colleagues, came together and
6 said this is something we want to do. And when we all
7 are on the same page and supportive of just focusing on
8 the city, that was -- amazing things are what happens.

9 So thank you, colleagues, thank you staff,
10 thank you, Mr. Evans.

11 CHAIR LANIER: Thank you, sir.

12 Commissioner McCoy.

13 COMMISSIONER McCOY: Question, Ms. Jenkins
14 and Mr. Evans. What is -- I think I tried to ask by
15 e-mail, but what's the purpose of the joint -- the
16 proposed joint meeting with the City, CRA, CDC?

17 MS. JENKINS: I believe that Mr. Evans was
18 proposing the meeting so that there could be a formal
19 dialogue between the CDC, CRA, City, and I believe the
20 Housing Authority was also invited to talk about what
21 the agencies do, how they work, what are some of the
22 priorities and projects and be able to have a dialogue
23 with Commissioners.

24 And, you know, there was a question about,
25 you know, what's the linkage between the CDC and the

1 CRA and perhaps having Mr. Haygood talk about how the
2 CDC came about, et cetera.

3 So that was the purpose, just starting to
4 make sure that we're being open and transparent, that
5 we're sharing information with the community, that
6 we're helping to work together to establish priorities
7 when it comes to community development and housing here
8 in the City of Riviera Beach.

9 And Mr. Evans, if I misspoke or if you have
10 anything to add.

11 EXECUTIVE DIRECTOR JONATHAN EVANS: Madam
12 Chair, if I may.

13 CHAIR LANIER: Yes, go ahead.

14 EXECUTIVE DIRECTOR JONATHAN EVANS:
15 Ms. Jenkins was absolutely right. We want to create
16 for the dialogue to commence and then to create the
17 synergy, because we're all looking, conceivably, to
18 capture the same lightning in a bottle, to create for
19 workforce housing in our community and to be on the
20 same page as it relates to economic development
21 activities and where portions of our community that we
22 want to emphasize and focus our efforts.

23 So the intent behind it is to have a
24 collegial discussion and to really set the tone as we
25 move forward, because as we talk about workforce

1 housing and affordable housing, we don't have a
2 situation on the City side where we're conceivably
3 putting moneys aside as part of the budget
4 appropriation process to facilitate that. And so when
5 we have that conversation, the intent is how do we
6 carry it into subsequent discussions on the budget and
7 really put an effort on the City side to attempt to
8 address some of the concerns that the CRA is doing.

9 CHAIR LANIER: Thank you.

10 COMMISSIONER McCOY: Thank you.

11 CHAIR LANIER: Thank you, sir.

12 Commissioner Botel.

13 COMMISSIONER BOTEL: Thank you. I'm happy to
14 announce that today I was appointed to the Board of the
15 Palm Beach County League of Cities, and I'm also going
16 to serve on the Land Use and Economic Development
17 Advisory Commission for the League.

18 I want to mention that I've begun a dialogue
19 with Principal Corey Brooks from Dwyer and the We Are
20 Dwyer Foundation. A woman by the name of Julie
21 Littky-Rubin has been in touch with me to see what we
22 can do about improving the educational experience for
23 the Riviera Beach kids who go to Dwyer. We know that
24 they take a long trip in the morning and again in the
25 afternooon to get up there, and we want to try to make

1 that trip and the whole experience better for them. So
2 I'll be discussing that with Corey Brooks and that
3 group.

4 We have our Singer Island Town Hall tomorrow
5 night at 6:00, both virtually and in person at the
6 Ambassador Center, and we welcome you. If you are
7 interested in coming, please e-mail
8 stbrown@rivierabeach.org so that we know how many seats
9 to set out.

10 We also are planning a World Oceans Day. The
11 United Nations has named June 8th as this year's World
12 Oceans Day, and we'll be celebrating on the 8th by
13 having a series of videotapes, short videotapes from a
14 number of the partners that we have in that endeavor,
15 including the Oceanographic Institute that we have
16 here, the Taras Oceanographic Institute, the Loggerhead
17 Marine Life Center, the Florida Fishing Academy, the
18 Palm Beach County Marine Institute and so on. So that
19 will be an exciting thing on June 8th.

20 And then we'll celebrate in person on June
21 13th, which is a Sunday, so it will be in the
22 afternoon, after church time, and that will be over at
23 the Ocean Walk Mall. And we've got all kinds of
24 exciting things, like lionfish cooking exhibitions and
25 the like, and hopefully some music and some fun. That

1 will be a lot of fun.

2 I also promise you that I will have my
3 legislative aide, who happens to be a cousin of Willie
4 Spence, reach out to the family and see if we can get
5 him to perform or be in some kind of an event here in
6 the city.

7 And I want to add my thanks to the City staff
8 and the CRA staff. Sunday was just a fabulous event.
9 You know, Willie Spence may not have won American Idol,
10 but he certainly won our hearts. And the staff of the
11 CRA and the City put their best foot forward. It was
12 just a great event, and I am thankful to everyone who
13 participated. Thanks.

14 CHAIR LANIER: Thank you.

15 Commissioner KaShamba Miller-Anderson.

16 VICE CHAIR MILLER-ANDERSON: Thank you.

17 I just wanted to say -- send condolences to
18 Mr. Earl Davis' family. I know he's been around quite
19 a bit in the city of Riviera Beach, and I know he's
20 helped quite a few of us, maybe others, on their
21 campaigns over the years, and he really took great
22 pride in participating. That's what the bishop just
23 said.

24 CHAIR LANIER: He passed away?

25 VICE CHAIR MILLER-ANDERSON: Yes, this

1 morning.

2 CHAIR LANIER: Oh, my.

3 VICE CHAIR MILLER-ANDERSON: So I just wanted
4 to send condolences to his family.

5 And of course, the American Idol, I think
6 everybody's pretty much covered it. I echo those same
7 sentiments.

8 Thank you so much.

9 CHAIR LANIER: No, no, I didn't know.

10 COMMISSIONER MILLER-ANDERSON: It's right
11 there on Facebook.

12 CHAIR LANIER: I know, right. Good Lord.
13 Yes, condolences to his family. I know Mr. Davis very
14 well. In fact, about three weeks ago, I took him some
15 fruit because he said he wanted some bananas and some
16 oranges. Lord. Very good.

17 I just wanted to thank Mr. Evans, especially
18 Dr. Botel and Sammy Brown for making sure that this
19 event on Sunday was just the best. It was very well
20 attended. It was -- the ambiance, the atmosphere, the
21 people who were there, it was just a beautiful
22 experience. And on top of that, the weather was nice,
23 so it was a very good experience.

24 I'd also like to -- Mr. Evans to have the CDC
25 to present to the public about what it is, who runs the

1 CDC, who the people who are involved with it, what they
2 do, how they're involved with the City so that the
3 public knows. This is about, you know, almost
4 \$3 million from the CRA is going into this
5 organization, and the public should know about who it
6 is and what it does. So at the next meeting I would
7 like to see the CDC have a presentation to our
8 residents, because ultimately, all of this is their
9 money.

10 COMMISSIONER McCOY: Is it 3 million? I
11 thought it was only 900,000.

12 CHAIR LANIER: Yes, but I'm sure as -- that's
13 just not the only project that the CDC is doing for the
14 CRA.

15 COMMISSIONER McCOY: Oh, okay.

16 CHAIR LANIER: And I'm talking, sir.

17 And thank you so much, again, Mr. Evans, for
18 your hard work and for all of the things that you have
19 accomplished since you have arrived back at our City.
20 I am amazed every day at the work that you have been
21 able to complete, given the naysayers and the haters.

22 I really appreciate that -- your competence
23 and the fact that you keep this train moving and that
24 we have accomplished so much and in a short period of
25 time being on the dais. And it's really due to your

1 persistence and your outlook on how we can really get
2 this City moving. So thank you so much for your help.

3 And we are adjourned.

4 (Whereupon, at 7:50 p.m., the proceedings
5 were concluded.)

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

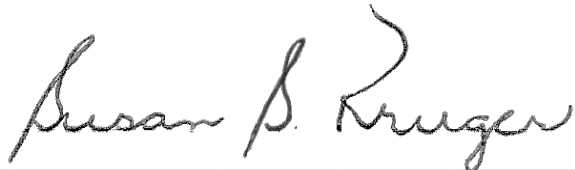
21

22

23

24

25

1
2
3
4 C E R T I F I C A T E5 THE STATE OF FLORIDA)
6)
7 COUNTY OF PALM BEACH)8 I, Susan S. Kruger, do hereby certify that
9 I was authorized to and did report the foregoing
10 proceedings at the time herein stated, and that the
11 foregoing pages comprise a true and correct
12 transcription of my stenotype notes taken during the
13 proceedings.14 The certification of this transcript does
15 not apply to any reproduction of the same by any means
16 unless under the control and/or direction of the
17 certifying reporter.18 IN WITNESS WHEREOF, I have hereunto set my
19 hand this 17th day of June, 2021.20
21
22
23 
24 _____
25 Susan S. Kruger

1 ADJOURNMENT

2 The CRA Regular Board Meeting was
3 adjourned at 7:50 p.m. The minutes were approved by
4 the Board of Commissioners on _____.

5

6

7

Shirley Lanier, Chairperson

8

9

Jonathan Evans, City Manager

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25