

Riviera Beach Community Redevelopment Agency Meeting

City of Riviera Beach Council Chambers

2nd Floor, Municipal Complex

600 West Blue Heron Boulevard

Riviera Beach, Florida

Wednesday, June 8, 2016

5:33 p.m. to 9:43 p.m.

APPEARANCES:

Chair Terence Davis

Vice-Chair KaShamba Miller-Anderson

Commissioner Lynne Hubbard

Commissioner Tonya Davis Johnson

Commissioner Dawn Pardo

Attorney Michael Haygood

Executive Director Tony Brown

Operations Manager & Public Information Officer Darlene Hatcher

1 CHAIR DAVIS: At this time we're going to call this regular
2 CRA meeting to order.

3 Madam Clerk, roll call, please.

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

10 CHAIR DAVIS: And now we'll stand and have a moment of
11 silence, and the Pledge will be led by Mr. Brown.

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

13 CHAIR DAVIS: Mr. Brown, do we have any additions or
14 deletions?

15 EXECUTIVE DIRECTOR BROWN: We do, Mr. Chair.

16 We are deleting item number 14, which would have been a
17 resolution seeking approval of a contract to AEG Live.

18 And just as a matter of record, we just changed the title
19 to item number 10. Historically it used to read Gilbane Report;
20 and we retitled the header to read Marina Village Construction
21 and Economic Inclusion Report.

22 And that's it, Mr. Chair.

23 CHAIR DAVIS: Okay. Do we have any disclosures by the
24 commission?

25 VICE-CHAIR MILLER-ANDERSON: Yes. I'm going to abstain

1 from 10, 11, 12, because of my -- we were a --

2 CHAIR DAVIS: CM.

3 VICE-CHAIR MILLER-ANDERSON: -- CM apprenticeship with JD
4 Anderson Construction. We haven't been in a while, which is why
5 I kind of forgot what it was. But there are some items, 10, 11
6 and 12, that would pertain to it, so I'm going to be abstain
7 from those three.

8 CHAIR DAVIS: Any one of the other members of the board
9 have any disclosures?

10 Any disclosures by staff?

11 Hearing none, do we have a motion to adopt and approve the
12 agenda?

13 COMMISSIONER PARDO: So moved.

14 COMMISSIONER DAVIS JOHNSON: Second.

15 CHAIR DAVIS: Madam Clerk.

16 (Motion passes with a unanimous vote.)

17 CHAIR DAVIS: At this time we're going to go to consent.
18 The only item we have under consent at the time is the minutes.

19 VICE-CHAIR MILLER-ANDERSON: Mr. Chair. Did we say that I
20 was abstaining from 10, 11 and 12 on that agenda?

21 CHAIR DAVIS: Yes, that's in the motion.

22 VICE-CHAIR MILLER-ANDERSON: Okay. I know we usually --

23 CHAIR DAVIS: It's in the record. The motion is in the
24 record, yes.

25 VICE-CHAIR MILLER-ANDERSON: Okay.

1 CHAIR DAVIS: Okay. Now we're going to go down to the
2 consent item. We have one consent item, which is consent for
3 the minutes.

4 We have no public comment cards for the consent item, which
5 is the minutes. Does anyone from the public want to speak in
6 regards to the minutes?

7 Okay. Can I have a motion to approve the consent agenda?

8 VICE-CHAIR MILLER-ANDERSON: So moved.

9 COMMISSIONER DAVIS JOHNSON: Second.

10 CHAIR DAVIS: Second by Tonya Davis Johnson and motion on
11 the floor by Vice-Chair Miller-Anderson.

12 (Motion passes with a unanimous vote.)

13 CHAIR DAVIS: Now we have regular business, item number 2.

14 Mr. Brown, you have the floor to do a presentation.

15 EXECUTIVE DIRECTOR BROWN: Mr. Chair, if it's okay with the
16 board, I'm going to go to the podium and do a presentation for a
17 budget update.

18 CHAIR DAVIS: Go ahead.

19 EXECUTIVE DIRECTOR BROWN: Mr. Chair, members of the board,
20 at the request of the board chair I was asked to give a
21 presentation on the CRA budget.

22 In recognizing our two newest members, I have to
23 recognize -- realize that this is the first regular meeting of
24 the CRA board, so I'd like to say hello and welcome to Ms. Tonya
25 Davis Johnson and Ms. Lynne Hubbard. Welcome.

1 As members of the city council, you know that you also
2 serve as a member of the CRA board and a board commissioner.
3 So, again, welcome.

4 And what I thought we would do, per the Chair's guidance,
5 is to go through the budget that was approved back in September
6 and adopted in October. So what I'm going to highlight is the
7 adopted budget. And I know that there have been questions and
8 comments as it relates to the various items that have been
9 before you as members of city council, in a variety of
10 interlocal agreements.

11 One of the key points I want to raise as we go through the
12 budget presentation is that the budget currently adopted does
13 include both on the City side as well as the CRA side three
14 million dollars in funding from the City. I'm sorry, the
15 presentation I'm going to give, I passed out a PowerPoint
16 presentation; so it looks like this.

17 CHAIR DAVIS: Do you need one for any members of the public
18 to have?

19 EXECUTIVE DIRECTOR BROWN: I think there are some in the
20 back.

21 CHAIR DAVIS: But do we have one? I don't see one in the
22 back yet.

23 COMMISSIONER HUBBARD: So the budget in the --

24 EXECUTIVE DIRECTOR BROWN: If you want to follow along the
25 presentation -- if you want to follow the budget in the book, I

1 will reference the pages as I go through the presentation. You
2 can go either way. Probably the easiest thing might be, is to
3 turn to the budget under tab two; and as I go through the
4 presentation I will highlight the pages in the budget, as to
5 where I'm referencing, when I do highlight from the PowerPoint.

6 What I thought I would cover overall would be a discussion
7 of the state of the CRA. As I typically do, and have
8 historically done in explaining our budget, I usually explain
9 tax increment financing or our TIF revenues when I talk about
10 the sources of revenues that make up our fiscal year 2016
11 budget; and included with that is a discussion of the
12 partnership items related to the City; then the discussion of
13 the total expenses; and then a highlight of the programs.

14 The last interlocal agreement that you reviewed, that has
15 yet to be approved, dealt with the program sponsorship budget.
16 And one of the things I hope I can explain, or at the end of
17 this presentation that's a little clearer, is I know that the
18 board has seen a variety of interlocal agreements. The good
19 news is it all ties to the 3 million dollars that the City and
20 the CRA set aside for funding.

21 The City, and even as you'll hear me explain later, they
22 just can't give us 3 million dollars without some agreement or
23 documented use of those funds. And you will see how we've
24 discussed how the variety of dollars would be used in different
25 funding mechanisms. And so where you've seen a variety of

1 interlocal agreements, the key point to make is that it is at or
2 less than 3 million dollars. And hopefully that will be clear
3 as I finish the presentation.

4 The state of the CRA. I like to feel that we are in a
5 great state. Fiscally our revenues are going up. The
6 responsibility for the marina enterprise is what has created for
7 us the cash flow constraint.

8 Your agency completed the largest capital improvement
9 project ever. Over 30 million dollars has gone into the
10 transformation of the marina. I will explain our responsibility
11 for the marina enterprise and how and why that's absorbing a
12 significant amount of our resources.

13 As I've explained in the past, several years ago when the
14 City was experiencing its budget constraints we stepped up,
15 offered to put money into neighborhood development by creating
16 the Riviera Beach Community Development Corporation; and so we
17 are fully excited about the potential of the CDC to help improve
18 neighborhoods.

19 And if you talk about where do we need to go from here, it
20 is to align our resources to develop the marina.

21 We have communicated to you some dates for a retreat, or
22 I'll call it sort of an operational goal setting event, in July.
23 And when I do executive director comments I'll come back and
24 give you the specific dates.

25 But what I thought I'd tee up today is more or less to

1 focus on the operational plan. And then when we go into a
2 retreat function we can discuss where your priorities need to be
3 for me to set our plan to reflect what new priorities you will
4 set at the end of our retreat.

5 So let me take a moment and explain tax increment
6 financing. And I think this definition defines the key reason
7 why we exist. So you'll hear me use the term TIF a lot, and
8 that's the acronym for tax increment financing. And what that
9 allows you to do, us to do, is to capture and use an increase in
10 the local property tax revenue largely coming from new
11 development in a defined geographical area for a defined period
12 of time.

13 And that's significant because the CRA, we do not cover the
14 entire city. The red line in this graphic sort of reflects our
15 boundaries. For the most part our key activities have been east
16 of Broadway. Our largest furthestmost western boundary,
17 southwestern boundary, is in the Riviera Beach Heights
18 neighborhood, where you can see it's elongated at the bottom
19 part of this picture; and even along Blue Heron; that once we
20 get past Avenue F we are largely on just one side or either side
21 of the street; and we are east of President Barack Obama
22 Highway. So those are our present boundaries. We do go over
23 the bridge and we pick up a swath of Singer Island; and the
24 portion of Singer Island that we pick up is largely the area
25 around the Ocean Mall.

1 Your CRA is one of the older CRAs in the state. We were
2 established in 1984. It has comprised what has been the
3 historic part of the city. As I mentioned, we don't cover the
4 entire city; we're about 858 acres; of which about 15% of the
5 City's population live within our boundaries.

6 The other important note of a CRA is that we can only spend
7 money within our boundaries and on programs that were outlined
8 in our CRA plan. And we revised that plan in 2011.

9 The other key thing -- and this is going to be an important
10 one to note when I talk about our revenues -- is that our agency
11 will expire in 2044. So basically we have about 27 years of
12 useful life before we go away and become integrated into the
13 City.

14 I'm going to attempt to try to address several myths. One
15 of the myths, or one of the things I hear, is that by creating
16 the CRA the City or the County doesn't get revenues. They
17 receive revenues, they receive revenues from what we call the
18 base value that was established when the CRA was first created.
19 So for this fiscal year the County will receive \$770,000 of
20 revenues. The City still receives about 1.4 million of revenues
21 from our activities. And so our budget -- and you'll see
22 discussion -- so we receive 7.1 million, and this makes up the
23 revenue from our CRA. We don't increase property taxes. We
24 generate our revenue from the increased value of land as
25 development occurs. And even as that increased value occurs,

1 the City and the County receives 5% of that growth.

2 In one of the city council meetings I heard a resident
3 indicate to you that, well, why don't you just collapse the CRA.
4 And you could do that, as voting as city council. The biggest
5 impact of doing that is the 7 million that has to exclusively be
6 spent in your city within these boundaries, 36% of that money
7 would go back to the County. So you wouldn't get all of the 7.1
8 million, the County would get its share, 36%. What that would
9 mean, in the remaining life of this agency you would give the
10 County back nearly 69 million dollars, that would go back to the
11 County's coffers to spend throughout countywide as opposed to
12 how you direct it to be spent within the CRA.

13 So let me cover the key sources of revenues, if I may.
14 When we set the budget we provided and the board then approved
15 operating sources of 9.2 million. We estimate at the time that
16 we had working capital reserves of 1.6 million. We stated, and
17 this is highlighted on page 14 of the budget report, we
18 indicated that the marina would lose 1.5 million. Even with the
19 City's contribution, we project that the marina will lose on
20 average 1.5 million each year for the next three years.

21 Now, when I cover item number 3 and talk about the budget
22 to date, we're not losing as much money this year as we had
23 anticipated. And the reason why we're not losing as much money
24 is because the Weitz joint venture, our construction manager,
25 just turned over operations of the marina enterprise to us last

1 month. And so when we projected the budget we thought
2 construction would be completed in November or December of last
3 year, and it was just completed; and so now we're spending the
4 money to maintain the utilities and to cut the grass. So we
5 will have savings; the losses won't be as deep or as steep.

6 We indicated and we presented to you in pages 10 and 11
7 that in order to deliver a balanced budget that we would have to
8 cut program grants; or at the time it was discussed that pending
9 Council approval, pending the CRA board approval, that the City
10 would sponsor some of our programs. And I'll go into discussion
11 of that a little later in this presentation. But the programs
12 are outlined in the budget on pages 10 and 11.

13 The CRA has made a substantial investment in the marina.
14 This is city-owned property. In leasing the marina we agreed to
15 pay -- well, in leasing the marina -- and I'll talk about the
16 cost of leasing the marina -- but the other thing that we
17 decided to do is when the City borrowed 22 million dollars,
18 about 8 million of that was re-invested into the marina. And we
19 at that time felt that what we would do is we would repay the
20 share of that 22 million dollar debt, the percentage of the
21 money that was invested into the marina that the CRA -- and
22 you'll see it on our balance sheet as marina debt -- that we
23 would take an additional step and would repay, I think it was
24 about 40% of that 22 million dollar loan.

25 I was thinking about how can I avoid this whole FP&L issue,

1 but I can't. And so I'm just going to be real frank about it
2 when we go forward. At the time when we did that we felt that
3 the great windfall that our city received this past year would
4 come to the CRA. We knew it was going to come to the City; we
5 thought it was going to come to the City through the CRA. And
6 as I shared with you in the other slides, had it been that way
7 not only would we have gotten the 7 million that the City
8 received, we would have gotten the additional 3 million that
9 would have gone to the County. And I will explain what happened
10 in that evaluation, why it just went to the City and the County
11 and not the CRA. But at the time when we were working our
12 budget in 2014, we thought it was coming to the CRA; and we were
13 doing everything we could to make sure that our city benefited
14 in real-time the windfall that we thought would come to us. But
15 we didn't want to leave the City financially strained, and so
16 the final source of revenues in the budget adopted is the 7.1
17 million in TIF revenues.

18 So in this slide pretty much everything has been approved
19 in the interlocal agreements. We have had to modify some of the
20 interlocal agreements around the marina, which is where the City
21 is making a contribution to pay for the maintenance.

22 The program grants is item number 8, and we'll talk about
23 that.

24 The marina infrastructure rebate has been approved.

25 So we're only down to a couple items pending your review

1 that would result in our budget being fully funded without
2 having to do a budget amendment.

3 I will not talk much about the redevelopment projects.
4 I'll save that for when we have our retreat or for discussions
5 under your board items 10, 11 and 12, when we talk about the
6 economic inclusion report and ratification of the draw requests.
7 But 19 million just from CRA was spent for capital improvements
8 in this budget.

9 So the sources of revenues. As I indicated, if you look --
10 since my tenure here, our TIF revenues have grown about 51%
11 since 2011. If I go back to 2009, TIF revenues have more than
12 doubled. But since 2011 we've had a steady increase in our TIF
13 revenues. Even in the great recession from 2010 to 2012, if the
14 City had a similar slide I think you would see that their
15 revenues were either flat or declining, as was most cities. But
16 a couple of large projects came online: Namely, Marina Grand,
17 the Ritz Towers. Those two projects significantly increased the
18 CRA's revenues from under 4 million in about 2008 or '9 to the 5
19 million that we saw the benefit on in 2011. And you can see a
20 pretty steady increase since then.

21 In 2014, when we did the marina deal with the City, and the
22 documentation that deals with the CRA leasing the uplands
23 property, we felt that the revenue in the CRA would grow from 6
24 million to 16 million. And so it was because we had that robust
25 forecast is how we structured the marina. The point I wanted to

1 make is that even though we were robust about the forecast on
2 the CRA side, the City stayed fairly conservative. And the deal
3 that we made, didn't go out and borrow money, we didn't go out
4 and spend money outside of our partnership with the City. And
5 that's an important point, because as we were discussing these
6 options with the board it was either to reverse the marina
7 transaction and give the responsibility back to the City; or
8 because the City saw this huge benefit in the property taxes, ad
9 valorem revenue, that they felt they had more wiggle room to
10 make us whole by funding us out of ad valorem revenue as opposed
11 to reversing the marina lease, which would have had an adverse
12 effect on their non-ad valorem revenue, the fees and income.

13 And that's an important distinction -- and I won't try to
14 be Mr. Sherman, but that's an important distinction because if
15 you decide to borrow money you can make that decision by using
16 non-ad valorem revenue. If you wanted to pledge tax dollars,
17 you have to go to the voters for their approval. So you have
18 the most flexibility by using non-add valorem money.

19 And when the City received the FP&L windfall, the great
20 benefit to our city is that it gave it significantly more money
21 in the ad valorem base that allowed it to use as non-ad valorem
22 money to fund some deferred expenses, largely capital projects
23 and the employee pension fund.

24 So I'm going to take a few minutes and I'm going to just
25 try to do this in rapid fire to explain how we structured a plan

1 to produce real-time benefits to the City.

2 As your CRA director I was hired in September of 2010,
3 right in the midst of the great recession. I came here when
4 Riviera Beach, like most cities, were having declining revenues
5 because the real estate market was correcting itself and
6 revenues were decreasing because tax assessments were
7 decreasing.

8 VICE-CHAIR MILLER-ANDERSON: Mr. Brown, one second. Is
9 this page in here?

10 EXECUTIVE DIRECTOR BROWN: It should be. I think it would
11 be --

12 VICE-CHAIR MILLER-ANDERSON: Do you all see it?

13 EXECUTIVE DIRECTOR BROWN: Our slides might be out of
14 order.

15 CHAIR DAVIS: Is that the one?

16 EXECUTIVE DIRECTOR BROWN: I think it might be page 11 or
17 12. Maybe page 11. Is that there?

18 CHAIR DAVIS: It's not here.

19 EXECUTIVE DIRECTOR BROWN: Okay. I apologize. Might be
20 missing some slides. I'm sorry.

21 And I'm going to go through these in pretty quick order.
22 So we structured -- I kind of explained this. So we structured
23 a plan at the time to make sure that what we projected as a
24 robust benefit of the CRA would produce real-time benefits to
25 the City. So what has happened is we agreed to master lease the

1 marina uplands property. And what that does for the City, it
2 guarantees that the City will get from the CRA 1.2 million
3 dollars. And we did that based on an appraisal. If we'd known
4 now what we should have known then we would have proposed to the
5 City that we lease the marina property for one dollar and that
6 every sublease that we signed would go to the City. At the time
7 we didn't do it that way. We felt that we would have the
8 capacity to absorb the losses and to let the City have real-time
9 benefit.

10 That 1.2 million allowed the City to go out and borrow 22
11 million dollars; because what we did by agreeing to lease the
12 marina property, it meant that the City's non-ad valorem revenue
13 would go up by the 1.2 million; and so they used that value to
14 go and borrow the 22 million dollars for capital improvements.
15 Most of that money -- or I should not say most. 8 million
16 dollars of the 22 million went to help improve Bicentennial
17 Park, to help do some of the utility improvements at the marina.
18 And the other 14 million, and Mr. Davis and Ms. Pardo can
19 explain what happened to the other 14 million, but I think it
20 was allocated for roadway improvements throughout the city.

21 As I mentioned earlier, we agreed to pay 40% of that 22
22 million dollars in the marina lease. And at the time we felt
23 pretty good, because this plan was developed by myself and the
24 City's finance director, and it was our way of knowing what we
25 thought would happen in 2014, to pass that information on or to

1 pass that value on to the City.

2 This is the briefing memo of June 18th, when the board --
3 June 18th, 2014, when the board approved the upland grounds
4 marina lease; when we came to the City and said, look, we can
5 afford to pay a million dollars to lease the uplands property,
6 and \$95,000 for a license for Bicentennial Park. And we stated
7 clearly at the time that we thought that we would be in a good
8 fiscal position because in fiscal year 2016 we thought we would
9 grow from 6 million to the 16 million dollars.

10 And so what happened? How did we miss that? That is a
11 significant number to have missed. What we didn't know at the
12 time -- and it is in the fine print of the statute for CRAs, but
13 what we didn't know is that this billion dollar investment would
14 all be equipment, and not real estate.

15 And so FP&L told the County that of their billion dollar
16 investment, that 806 million was to be evaluated as tangible
17 personal property; and that basically meant plant and equipment.
18 And so CRAs do not get the tax increment on tangible personal
19 property. We only get the benefit on real estate. And that's
20 what we missed.

21 What we didn't miss, and we got right, was that there would
22 be a windfall to our city. And the Palm Beach Post reported
23 that windfall. In 2015 the City of Riviera Beach had the
24 highest increase in property values, 32% for Riviera Beach, that
25 outpaced the County, which only rose in that year by 8.7. So we

1 got it right, significantly; but as opposed to it coming in the
2 right pocket, it came into the left pocket.

3 And so the third bullet point -- and I wanted to take a
4 moment, because I heard from the public and I've heard some of
5 the other misstatements -- the financial plan was not meant to
6 be a bailout for the CRA. It's a repositioning. It reflects
7 the things that we did in prior years when we thought that the
8 benefit would enure to the CRA; and we were trying to find ways
9 to make sure that we weren't sitting on a pile of cash with a
10 robust future while you were making tough decisions when you had
11 to put your hat on at the city council's side. And so as early
12 as 2008 -- and again, remember, I didn't get here until 2010.
13 But as early as 2008 we all assumed, city officials assumed that
14 the CRA would be the beneficiary of FP&L's investments. And so
15 during the time that I -- during my tenure, from 2010 to 2014,
16 we tried to find creative ways to pass that value on to the City
17 without putting ourselves in a position where the County would
18 sue us.

19 So if you go back to my earlier slide -- we have a healthy
20 relationship with Palm Beach County government, but a lot of
21 CRAs don't. They are in conflict with County government because
22 it's County government, not the State of Florida, that gives up
23 revenues; it's the County government that lose revenues when
24 they establish a CRA. So we're not like California in terms of
25 who benefits from property values. It enures to the local

1 government. And so when you establish the CRA the biggest
2 hurdle that we have to overcome is county commission approval,
3 because they're the ones who forfeit income. School boards and
4 special taxing districts continue to get revenue. It only
5 affects the city and the county.

6 And so the things that we did, in 2009 it was agreed to
7 that the grant that was provided to Catalfumo to provide
8 infrastructure in the beach park, instead of having the TIF that
9 resulted from the Ritz Towers coming back and being reinvested,
10 it was decided that we would take the increment coming from
11 those towers and that the CRA would repay the 10 million dollars
12 that was provided as a grant to Catalfumo to improve the
13 parking, the infrastructure, and the beach park.

14 So in 2011 I presented to the board that we could pay as we
15 go; or if you allowed us to restructure the Ocean Mall loan in
16 2011, that we could go borrow 25 million dollars. And that's
17 exactly what the board did.

18 So the first amendment to the Ocean Mall loan actually had
19 two reasons: It was structured poorly. It was structured as if
20 all the money was going out in day one, and it didn't. And then
21 the second thing was, we were looking to get as much as we could
22 in order to invest out west; and there were a lot of other
23 projects. And so the restructuring in 2011 enhanced our
24 borrowing capacity so we were able to borrow 25 million. And of
25 that 25 million, 90% of those dollars have been spent west of

1 Singer Island and on the mainland; and significantly most of
2 that money has been spent on city-owned property at the marina.

3 The other thing that had occurred prior to my tenure is
4 when the City was struggling with balancing its budget it
5 directed the CRA to purchase \$860,000 worth of services from the
6 City. When I got here that money had sat for at least two
7 fiscal years because the documentation to get a clean legal
8 opinion from Mr. Haygood, that was comfortable enough for the
9 board to release the money, never occurred. And so instead of
10 losing that money, meaning that we had agreed, both sides had
11 budgeted the \$860,000 in each others budgets, but just like
12 we're doing now with all these interlocal agreements, the City
13 could never effectively document that there was an incremental
14 increase or a specific benefit to the CRA for us to buy \$860,000
15 worth of annual services. So I had proposed to Ms. Jones that
16 why not I take the million six and repay the Ocean Mall debt.
17 She at the time, with discussion, it was, no, that was the
18 motivation to improve the docks, the wet slips; they needed
19 grant money. And so we made a commitment that of the million
20 six that was deferred, because they couldn't document the CRA
21 buying that amount in city services, that we took that and the
22 million dollars out of our BB&T loan proceeds and provided the
23 City a grant for 2.5 million, which they were able to match and
24 to improve the docks at the marina.

25 And then I won't go through this because I've explained it.

1 And so in 2014, again when we were still projecting a very
2 robust future for the CRA is when we structured the marina
3 lease.

4 So when -- this time last year, when we got our
5 notification, and Randy called me and said, oh, shucks, and I
6 listened to him and I probably used a different word than
7 shucks, we realized that what we thought was coming to the CRA
8 instead came to the City; and he and I began discussions on what
9 to do. We talked about reversing the marina lease, because the
10 reasons for being able to absorb the losses, we could not
11 sustain. Mr. Sherman at the time told me that that would affect
12 his debt service coverage because of using non-ad valorem
13 revenues. And so instead, as we went through the budget
14 discussion, felt that it would be easier for the City, less
15 impactful to the City long-term, if the money was able to come
16 from tax sources as opposed to non-tax sources. And so through
17 a series of budget workshops, what you see in this presentation,
18 and what we -- and what's in your book on page 14 for the CRA
19 budget, is that we discussed that \$500,000 would come as a
20 result of the reimbursement for the investments we made in the
21 marina.

22 We projected common area maintenance expense -- it's
23 typical that when you lease commercial property, that you do
24 what's called a triple net lease. And when we did this in 2014
25 the uplands said that the CRA would be responsible for all

1 maintenance. And so what we've done in the agreements that
2 you've had to modify, we've only really modified the one section
3 because there were a number of documents that were intertwined
4 that we're saying that, no, that the City will pick up the
5 maintenance expense. And so we've had to -- using the cursor,
6 if I can find one. So what you've seen in a variety of
7 interlocal improvements is where we've modified the language for
8 who pays for the common area maintenance expense.

9 During the course of construction there was \$708,000 of
10 unforeseen conditions, things that we couldn't blame Weitz for.
11 And so one was there was a storage tank once we demolished
12 Newcomb Hall that was not on any plans, so Weitz couldn't have
13 bid on it effectively to remove it, so that was a major change
14 order.

15 And then once we were repairing Avenue C we discovered, I
16 think there were water or sewer lines that were not buried
17 deeper and had to be relocated; and that resulted in a change.

18 And so where I indicated to you that even though this past
19 year we thought we would lose a million five, we're losing less
20 money; and so as a result of that in the change orders we were
21 saying that, well, since we're going to lose less money on the
22 maintenance, given the longer time period it's taken to finish
23 the marina, that we could fund these change orders from the 3
24 million dollars that the board had directed the City to budget.
25 And so the last item is the 1.2 million that is reflected in the

1 program sponsorships. And I'm going to go through each of those
2 and talk about what would be the intended impact if you decided
3 to fund some and not all, or if you decided not to fund any.

4 The bottom line is, if you decided not to fund any of the
5 programs, at an upcoming meeting I'll need to present to you an
6 amended budget to show how we would offset the 1.2 million
7 dollars lost if you did not approve the program sponsorship.

8 COMMISSIONER HUBBARD: Question, Mr. Brown.

9 EXECUTIVE DIRECTOR BROWN: Yes, ma'am.

10 CHAIR DAVIS: Hold on.

11 Is that the end of your --

12 EXECUTIVE DIRECTOR BROWN: I think I've only got a few more
13 slides, I can go through them quicker.

14 COMMISSIONER HUBBARD: I wanted to ask a question germane
15 to the section that you're on now.

16 EXECUTIVE DIRECTOR BROWN: Okay. Can you -- do you
17 want to take questions now or do you want to wait until --

18 CHAIR DAVIS: Council Member Hubbard, we wanted to try to
19 wait until the end, and then if you have a question he can
20 revert back to the slide, so we can get through the
21 presentation.

22 COMMISSIONER HUBBARD: Okay. Go right ahead.

23 EXECUTIVE DIRECTOR BROWN: If you would write your question
24 down in case, if it slips you. For me, I sometimes have to
25 write my question down and then I can come back to it.

1 So total expenses. So the question was asked -- and
2 Mr. Davis has consistently asked this question -- is before we
3 approve the funding on the City's side I really want to know and
4 be clear that the CRA did everything it could to find savings on
5 the expense side. And so we went through this exercise. And to
6 know how we got to where we are, I wanted to just give you the
7 big picture of total expenses and how we came down to finding
8 ways to balance the budget.

9 Rightfully so, when you look at a redevelopment agency,
10 particularly one as mature as ours is, and the type of revenue
11 growth we had, it probably is not uncommon that at least half of
12 our resources go to debt service; leveraging the CRA's capacity
13 in order for you to fulfill the economic development directives
14 that you place. So 47% of our budget is dedicated to debt
15 service. And I'm going to come back to each of these bullet
16 points. 36% to operations. And then 15% is to program
17 expenditures. And 2% of our real estate development is for real
18 estate that we own, for maintenance; and if we're looking to
19 acquire property; right now that represents 2% of our budget.

20 So we did look at what was the biggest piece of our puzzle,
21 and that was debt service; which is why last year we again
22 looked at the Ocean Mall debt, because what I knew in 2017, we
23 would start repaying both interest and principal. And so for
24 2017 we would have had a \$900,000 impact to our cash flow in
25 order to both service interest and debt; and so the board and

1 city council approved that the Ocean Mall loan would go from 4%
2 to 0% and that we would start paying the Ocean Mall debt after
3 we paid off the Wachovia debt.

4 The debt to Wachovia occurred before I got here; and as it
5 was explained to me, that I believe that loan was a bailout;
6 that the CRA had over-committed and over-extended itself and
7 that the City had to borrow money to pay off consultants; and
8 that it then assigned that debt repayment to the CRA as an
9 interlocal agreement. So we will repay -- we will repay or
10 start paying the Ocean Mall debt, with your concurrence, after
11 the Wachovia debt is paid.

12 The other thing is if BB&T was looking at our finances,
13 even though the projection isn't as robust, BB&T would feel very
14 comfortable that we're a sound agency. BB&T has a first lien on
15 our tax increment revenues. The City is under no obligation to
16 repay BB&T. They did not require the City to pledge any
17 revenue. They did not require the City to budget or appropriate
18 repayment in the event that we couldn't. So our loan to BB&T is
19 based solely on the CRA. They have a first lien. And what they
20 look for is that do we have enough revenue to cover our annual
21 obligation. In this case the 2.53 times debt service coverage
22 means that for every dollar of debt service that we have to pay
23 to BB&T, we have an additional \$2.50 of revenue that we pay. So
24 if that was different then we would have to address other areas
25 like operations and payroll.

1 So with this we did look at what was the most significant
2 slice, the debt service; and felt that we would have cash flow
3 relief without impairing the City if we could defer the
4 principal repayment on the Ocean Mall debt.

5 The other piece to look at then is the next important
6 slice. 36% of our budget goes to operations. And when we
7 presented the budget that the board approved it was a 1.3%
8 decrease over the prior year. And so when you begin to break
9 down what makes up operational costs, the biggest expense is
10 personnel costs. 53% of our operational expenses are in
11 personnel, account for 53% of operations costs. And that's sort
12 of outlined to you on page 9.

13 Also within that bucket are professional services. And I
14 recall in my early years when I was first hired the concern that
15 the CRA, all we did was plans and hire professionals without any
16 results; that the board looked very closely at professional
17 services. Professional services account for 21% of the
18 operational plan. So if you put P and P together, personnel and
19 professional services, within the operations bucket, they
20 account for 74% of our budget. And Mr. Haygood is sitting there
21 with his arms crossed, but he's in that 21%. I thought I had to
22 pick with you, man.

23 The fees that we pay for Weitz, it would not be in there,
24 that money, when you hire Gilbane as our owner's rep, that money
25 comes out of our loan fund. So Gilbane, our construction

1 manager, they are all part of the construction budget and that's
2 not included. This is strictly operations.

3 This slide talks about our staff and the unfunded
4 positions. And I just won't go there. But we did look very
5 closely at our staff.

6 And so if there was still concern about the size of the CRA
7 staff, I think this slide, this section goes into the key
8 segments of that. A big part of my staff is tied to programs.
9 And so when you look at programs, that we have program
10 expenditures of 1.2 million, which accounts for 15% of our total
11 expenses. But 45% of our personnel costs are tied to programs
12 for Clean and Safe and Neighborhood Services. So if the City
13 funding is declined we would need to cut 1.2 million dollars to
14 balance our budget. And if we cut programs, then I need to cut
15 staff. I think that's just the bottom line and the correlation.
16 And so we'll be discussing this under item number 8 when we talk
17 about the program sponsorship.

18 And then I've just done a couple of slides of what if. So
19 in looking at the Clean and Safe, we expanded this concept.
20 There was another Catalfumo broken promise; they had promised to
21 put a police substation in the Ocean Mall, that never came to
22 fruition. And, remember, as I said, I got here, the City was
23 going through the great recession and didn't have the funds to
24 do it. And so we proposed an Ambassador type program. It was
25 more substantial than the police substation. It's been a highly

1 visible maintenance team for us. And 11 of 21 of my staff,
2 full-time equivalents, are part of the Ambassador program. And
3 so the impact if unfunded is that it does represent 40% of my
4 request. If it's unfunded it will require us to lay off staff.
5 We would have no maintenance staff at the marina. We'd have no
6 staff to manage crowd control at the Ocean Mall. We clean the
7 Blue Heron bridge. And this team also is the team staffed for
8 our Neighborhood Block Watch programs.

9 The loan fund was another item we created to have a
10 creative funding source that we could attract the businesses
11 that we wanted, with the focus on the marina; provide the types
12 of loan and access to capital to recruit the types of businesses
13 we wanted. We identified a mission driven lender, a community
14 development financial institution, that by law had the
15 responsibility to increase investments in low income areas. We
16 provide technical assistance through a local CDFI program, to
17 provide assistance to folks who are applying for loans through
18 this program. We have no FTEs dedicated to that program. The
19 lending partner is paid from loans that they make and from the
20 loan spread. They are required to match our money if we agree
21 to the underwriting guidelines. Or if we want to make the loans
22 so badly that we override their declination then it is 100%
23 funded by us. That program also accounts for 40% of the
24 request. And we've already identified the loan fund as a source
25 that we need to finance the tenant improvements at the Event

1 Center. Not so much for the cafe restaurant space; that's in
2 the budget. But what we're seeing as we're negotiating with
3 tenants and the modifications they want for the second floor,
4 that we have substantially underestimated our budget to complete
5 the second floor restaurant space; and we anticipate that will
6 be about a 1.5 million dollar investment in tenant improvements.
7 And we feel that that's going to be very important because at
8 the very least if we attract the anchor tenant in a two-story
9 restaurant, as well as parcel A, because we've tied those
10 together, we're seeing that it's going to contribute to us at
11 least \$300,000 in annual rents. And so that is an important
12 tool that we've identified in order to meet our obligation to
13 lease out the Event Center.

14 Neighborhood Services. As I indicated, we stepped in when
15 the City stepped out. And I have a long history in community
16 development; and I've said publicly that a city like Riviera
17 Beach, the demographics of Riviera Beach, that our community
18 deserves to have one of the best platforms for neighborhood
19 development of any city in Palm Beach County if not in the State
20 of Florida. And so when we were pressured to invest in Riviera
21 Beach Heights, I shared with the board that we, the CRA or the
22 City, would never have enough money to stabilize our
23 neighborhoods; that we had to compete more effectively for
24 federal money. Because of the size of our city, the federal
25 money given to improve neighborhoods comes through the County.

1 We have to compete with the City of Lake Worth, with the
2 communities out in the Glades, for funding for neighborhood
3 development. And since we created the Community Development
4 Corporation, which meets the federal definition of being a
5 community housing development organization, in its short
6 history, less than three years, they've secured funding of over
7 1.5 million; and we're constructing five houses to date. We do
8 have two FTEs. And I should say 21 instead of 24. We do have
9 two of 21 FTEs that support that function. It represents 11% of
10 the funding request. And in this justification, of the 141,000
11 we're asking for neighborhood services isn't really coming to
12 offset our staffing expense. We've asked for the 141, 142
13 thousand, and that amount over the next three years, so that we
14 could -- that that money would go to the CDC so that they could
15 buy property and do development outside of the CRA. We have
16 enough of a portfolio and other things that I don't worry about
17 giving the CDC a pipeline within the CRA. But their charter
18 allows them to serve the entire city; and if that funding is
19 provided it would be ear-marked for projects outside of our
20 boundaries.

21 What is important, with my two teammates, is that with
22 their background and their know-how, is that they support the
23 CDC function, provide the nonprofit with staff support, and they
24 have been very aggressive in applying for grants.

25 If we don't have the funding to keep the CDC a strong

1 mechanism then I think you would want to look at whether or not
2 the CRA should have the neighborhood function or if it should go
3 elsewhere.

4 Special events is something that we can talk about. That
5 was item 14, which I pulled. I wanted to have a one-on-one
6 discussion with all of you. It's not time critical. It is
7 important. We've invested in the marina for it to be a
8 destination property. For it to be a destination property we
9 want to have a robust programming to attract -- to be attractive
10 to our residents and to attract visitors. And so special events
11 is all part of the vision that Viking commissioned with Live
12 Work Learn & Play when they talked about the importance of an
13 event programmer not only at the marina but the Ocean Mall. We
14 commissioned a study -- that's also in that packet -- that
15 really talked about what you have to do to create a great
16 destination. And so that's the purpose of this. And it would
17 leverage our budget for special events.

18 Capital projects, we will discuss during your retreat. And
19 you'll hear more if there's questions that we have to answer on
20 items 10 through 12 in your packet. And then the unfunded
21 capital projects that are highlighted in the budget, I think all
22 of those again will be discussion items that we'll have when you
23 have your retreat.

24 In a nutshell, I want to talk about what is going to
25 continue our upward trajectory in TIF revenue is how we invest

1 at the marina and what investments we make in our parking
2 operations. And though I was on vacation, I did watch the
3 council meeting and I heard all your comments about the parking
4 strategy. And for us, both at the Ocean Mall, in order to
5 invigorate Blue Heron towards the bridge, and even more
6 significantly at the marina, private development will be stalled
7 until we can make investments in parking, because our projects
8 or investors' perception of the market opportunities in our
9 market is just not allowing investors to take risks and to do
10 large scale projects because they fear they can't earn through
11 the cost of parking. So for us when we have our retreat we'll
12 be discussing the issue of parking and the ways to finance it.

13 That concludes, Mr. Chairman, the budget presentation you
14 asked me to make; and I hope particularly for the new members of
15 the board, I gave a good synopsis of how we got to where we are
16 now.

17 CHAIR DAVIS: Okay. Now, I think we can probably go back
18 to that slide with the programs, that Councilwoman Hubbard
19 wanted to have some questions about.

20 I think you just missed it.

21 No, not that one.

22 There.

23 Is that it, Councilwoman Hubbard?

24 COMMISSIONER HUBBARD: Yes, it is.

25 All of the programs there seem to be viable programs that

1 we could very well use. But because the City and the CRA funds
2 are so closely contingent on each other right now, I think a lot
3 of the things, based on what I heard Mr. Brown say, before we
4 vote on a budget or approve a budget we need to especially have
5 our workshop: One, to see do we want to continue in the path
6 that we're going; and if we do, how it affects on the City's
7 side.

8 So in listening to the presentation, it just confirmed for
9 me that this -- these items too, that we are presented with this
10 evening, we need to table until after we have a workshop.
11 Because as we know now, because of the FP&L situation and
12 everything, our moneys are intertwined more than we expected
13 them to. So if we approve some stuff here, not really knowing
14 what the impact is going to be on the City side, with Ms. Jones
15 and Mr. Sherman, I think we could make some even more critical
16 mistakes.

17 CHAIR DAVIS: Any other council members under the budget
18 workshop?

19 COMMISSIONER PARDO: Yeah, Mr. Chair.

20 So, Mr. Brown, we have money in the special events budget.
21 So what are we doing with that money?

22 And I'll tell you why I'm asking. So over the weekend I
23 volunteered at the KDW fishing tournament. Right? We had the
24 tournament over there. It was highly successful. Saturday
25 afternoon I was walking down to the docks, you know, to watch

1 the fish being weighed; and in a matter of two minutes, three
2 people stopped in cars and asked me where the restaurant was. I
3 told them there's no restaurant. They asked if there was
4 something inside the building. Right? The Event Center. And I
5 told them, no, there's nothing.

6 What we need to do down there, you know, if we're going to
7 invite the public to come down -- we just invested a lot of
8 money in Bicentennial Park; almost a million dollars in that
9 water feature for the kids in Riviera Beach to use -- I really
10 think that we need to discuss having food trucks down there.
11 It's going to be a good two years before there's any restaurant
12 down there. And I think if we want to continue attracting
13 people to the marina -- and, you know, some people just go to
14 the marina to watch the boats, to walk the boardwalk and look at
15 the boats; or, you know, go over to Peanut Island; or do
16 whatever they do down at the, you know, fairly vacant marina
17 right now -- I think you need to consider that.

18 And I know that I talked to you about that a couple months
19 ago, thinking it would be a great idea to do during Memorial Day
20 weekend but, you know, we didn't do it for whatever reason. I
21 really think you need to think about that. And not you, I think
22 the council needs to think about that. And I think we need to
23 get some food trucks down there and start having activities in
24 the park. It's imperative. And you have the money right now in
25 the budget to start doing something.

1 EXECUTIVE DIRECTOR BROWN: Okay.

2 COMMISSIONER PARDO: Have you thought about it?

3 EXECUTIVE DIRECTOR BROWN: Yeah, that's one of the reasons
4 why first we pulled the item because -- and there's a couple
5 ways to address that. One, we wanted to give more thought to
6 the special event programming and whether or not we wanted to
7 put all the eggs in AEG. The KDW example is a good one, is that
8 they have been a major user of the marina for years. And so you
9 might want to have a mechanism where you might want to support a
10 sponsorship activity that can allow us to leverage, you know,
11 someone using the marina for what we're calling our festival
12 package. And so of the items I've discussed it's probably the
13 least critical because it is important for us to create a great
14 experience. And without the restaurants we did look at food
15 trucks. It's just that we started late, given the Memorial
16 holiday. But I think that's a point well made, and that's one
17 of those that we can follow up on.

18 You will receive -- and we just ran out of time, and it's
19 not on this agenda, and plus you had a full agenda, but we have
20 successfully negotiated a lease for a tenant to occupy the cafe.
21 And we've been close several times on potential tenants for the
22 restaurant space. The loan fund is critical, as I indicated, to
23 get that in place, because of all the tenants and prospects
24 we've talked to on what will be the anchor -- because the other
25 thing that we've decided, instead of having a separate

1 restaurant on parcel A, when we were trying to --

2 COMMISSIONER PARDO: All right. Hold on a second. And I
3 understand all of that. All right? But that is something
4 totally different. If we -- you know, the plan I thought all
5 along was to get residents into the marina. All right? And
6 that's fine, we can have these KDW tournaments and the other
7 tournaments, and that's great, we're getting a fee for it and we
8 get the exposure. Right? All the people outside Riviera Beach
9 are able to come in and, you know, have the experience.

10 But I'm talking about the park, and having more people
11 utilize that park, and getting some food trucks in there. I
12 truly believe right now it is very important, because people are
13 going by and they see this beautiful park -- and we talk about
14 the water feature; and I haven't seen the water feature working
15 yet. And we need to, again, remind the residents that it's
16 their, you know, it's their park. And there are a lot of local
17 people, there are people in Riviera Beach with food trucks.

18 So I really think we need to, you know, start it on the
19 weekend. And, you know, if it's successful then maybe we can do
20 like a true, a food truck invasion like they do up in Jupiter
21 and Wellington, you know, and the other cities around us.
22 Instead of just having this beautiful marina that's not being
23 utilized, or just being utilized by outside groups.

24 EXECUTIVE DIRECTOR BROWN: The short answer is, yes, we
25 agree. The AEG Live item was intended to have a professional to

1 help us with that, with special events. And to not only just
2 rely on just AEG Live, but we have an individual who operates
3 the green market up in Jupiter, who this summer will be
4 operating a green market on our promenade; and that's an
5 opportunity to provide sponsorship support for them. I'm
6 looking at the festival package of others who have shown
7 interest in the Marina Event Center and the park, that could
8 also allow us, or allow you to allow me to provide grants for
9 entertainment, food trucks.

10 And so we do agree that without the restaurants there, the
11 experience is not full; and that we -- the park was designed to
12 bring in food trucks. There is the grove area that has been
13 designed for us to do just that. So it is part of the program.

14 COMMISSIONER PARDO: Exactly. Okay. So fine. And this is
15 a no-brainer. You know, I don't understand why you can't have
16 your staff -- you know, we have Mark, right, that worked over at
17 the Breakers and put these events together. I don't understand
18 how he can't move forward, or someone else on your staff, with
19 starting to organize this. I don't think we need -- at this
20 point, you know, to have a food truck invasion, or even just to
21 have a food truck or two over there on the weekends, you know,
22 to provide some food services to, you know, the residents who
23 are going to bring their kids down to the park.

24 EXECUTIVE DIRECTOR BROWN: Point noted. We agree.

25 CHAIR DAVIS: Excuse me, Mr. Brown. Excuse me. Just for

1 time constraints we want to definitely get this going with the
2 colleagues, with all due respect.

3 Councilwoman Davis Johnson.

4 COMMISSIONER DAVIS JOHNSON: Well, I just wanted to comment
5 that those are all very good ideas. And, you know, the bottom
6 line goes back to Council Person Hubbard with regards to
7 understanding the vision.

8 I know food trucks is a no-brainer. It doesn't take a
9 full-fledged meeting; but it certainly has to coincide with the
10 full vision of the council; and we should have those
11 conversations and move forward with providing some services.

12 But, again, until you fully understand what the vision of
13 this board as it's assembled is, it's going to be difficult for
14 you to just arbitrarily put things down at the request of one
15 council person. And I don't know if that was the full council
16 prior to this council's decision or determination as it relates
17 to food trucks. But we just -- you know, we've got to do some
18 things; but we certainly have to put our processes and our
19 programs in place and understand where we see that area and how
20 it's developed and utilized.

21 CHAIR DAVIS: Councilwoman Miller-Anderson, do you have
22 anything?

23 VICE-CHAIR MILLER-ANDERSON: Well, when I spoke with
24 Mr. Brown a couple days back I did mention -- have a concern as
25 well as there not being any food items over there for people to

1 utilize when they come to the park; and the need to have
2 something there so that we can draw more people into the area.

3 And then also, you know, agreed with, you know, just being
4 able to come together as a full board and be able to determine
5 which way it is that we want to move forward.

6 I think at some point we all agree that something needs to
7 go over there, and it needs to go over there soon so that we
8 don't lose the interest of the people. Because it is brand new,
9 many people are going to want to go over there, you know. But
10 when they get there and find out there's nothing there, you
11 don't want them to have that bad taste in their mouth and to
12 share with others there's nothing there. So you want to, you
13 know, keep it hyped while you can. And so I do think we need to
14 probably act pretty quickly; but we don't want to act in a
15 manner in which we are not able to really thoroughly think it
16 through.

17 CHAIR DAVIS: And one of the things, as we move on, as we
18 get through this, remember, Mr. Evans, we had a conversation
19 about a year ago and we talked about making sure that our
20 zoning -- maybe create some special district in that area for
21 food trucks. And if you recall we had that conversation. And
22 those are the things that we need to consider now as far as our
23 policies allowing us to do something in that area because in
24 various areas across the city certain vehicles are not allowed
25 to do certain things, they have restrictions. So creating

1 special policies, special districts for that significant type of
2 event, so that our policies are lined up with what we're trying
3 to do is the vision.

4 COMMISSIONER HUBBARD: Mr. Chair. As you mentioned, the
5 time constraint, as I look at the agenda, and based on
6 Mr. Brown's presentation, everything seems to come back to us
7 needing to have that workshop with that presentation. And to go
8 through each one of these one by one and end up at the same
9 place I think would be a waste of, a waste of the public's time
10 and Mr. Brown's as well.

11 Secondly, I do want -- while we're talking about the events
12 and the event planner, I don't think that we should budget out,
13 you know, for three years for most of the items, number one.
14 And number two, it's that this is a prime example of how
15 inclusive the community can be to -- like KDW, there's people
16 all over the City of Riviera Beach that just love fishing, but
17 they're just not that familiar with the KDW event. And I think
18 it's incumbent upon us to figure out how we're going to bring
19 everybody into that marina so that everybody can help to
20 generate funds, help to make events successful, and things of
21 that nature. With more people to the table we could look at how
22 we're going to bring food and food trucks and what have you.

23 So that's why I'm saying if we go down this list all day,
24 all evening, and we end up at the same point, that we need to
25 have a workshop presentation and discussion on what's going on.

1 And then again, and only then, can we come up with a vision or a
2 goal setting. Because we've got to really know what's going on
3 on this side and on the City's side before we can talk about our
4 goal or our vision. We got to know what we got to work with,
5 what's left to work with, and how the debt that we have on this
6 side is affecting us on the City's side.

7 EXECUTIVE DIRECTOR BROWN: Mr. Chair.

8 CHAIR DAVIS: Yes, sir.

9 EXECUTIVE DIRECTOR BROWN: The only point I make is that
10 this was an approved budget by the CRA board and that the
11 funding is budgeted in both the city council budget as well as
12 the CRA budget.

13 We are 67% complete in this fiscal year. The best date
14 that we could get for a retreat is the third week in July.

15 CHAIR DAVIS: Why is that?

16 EXECUTIVE DIRECTOR BROWN: Because you're planning a
17 retreat on the City's side, and then many of you are travelling
18 for a variety of reasons.

19 CHAIR DAVIS: I think it's -- I mean I'm just going to
20 speak for me. You need to take into consideration maybe you and
21 the City, if we're going to be working as one entity, have a
22 retreat where you have your two days with the City and the CRA.

23 Because as we move through our future plans, we need to
24 look at what professional services we are using together and
25 consider, hey, we might not necessarily want to piggyback with

1 the CRA, considering that we're looking to reduce funding so we
2 don't have to go after the programs that you're recommending for
3 this board to potentially cut, because you might have -- like
4 the parking, the Walker Parking thing that you had, but the City
5 had on the other side as well. So if the City is going to have
6 that source funded, you might want to bring before that board
7 that item on the agenda for us to take into consideration,
8 considering that this is going to be done on one side. That's
9 funding there that you can look at. And there's other funding
10 here that I look at where you may want to defer some costs.

11 EXECUTIVE DIRECTOR BROWN: Well, the only --

12 CHAIR DAVIS: Hold on. Just one minute.

13 If you look at the CDC, you look at certain programs, a lot
14 of those services can be deferred; not necessarily eliminated.

15 So once we get into a mobile workshop forum -- and this is
16 what I was trying to get in the conversation earlier. There's a
17 lot of questions, you know, that this board wants to go through,
18 that I've had questions since day one. And I respect the fact
19 that they have their questions.

20 At some point we need to allow people to understand that
21 these are the questions, this is the vision of the City, and
22 this is how we're going to move together with the City and the
23 CRA to make any budget modifications that we need to do to make
24 sure, first of all, that we try to protect everyone's jobs and
25 to prioritize how we spend our funding.

1 EXECUTIVE DIRECTOR BROWN: Well, and in the end I'll be
2 guided by your direction. But I want to make sure for the
3 record I state what position we'll be in so you'll be able to
4 make an informed decision.

5 Presently Mr. Haygood is not allowing us to enter into
6 long-term contracts to maintain the marina. It's costing us
7 \$83,000 a month to pay for water and to cut the grass. We
8 anticipated that we were obligated to pay the City the uplands
9 lease.

10 CHAIR DAVIS: Are we paying the City for the cutting?

11 EXECUTIVE DIRECTOR BROWN: No, we've got outside sources
12 that we competitively bid. We're paying the City for water
13 expense. We have to pay FP&L for utilities.

14 So the point -- I'm trying to say it more succinctly -- is
15 that the funding was intended to create a neutrality in terms of
16 cash flow. Even if we were meeting this month, whatever
17 decision you make we'll have to present to you an amended budget
18 in July. Where you currently are planned, we have to present an
19 amended budget to you in August.

20 This fiscal year is nearly over. And the drag on our cash
21 flow is the responsibility at the marina.

22 And respectfully I understand, we will be redirected. This
23 is a new board and you'll have a new set of priorities. And I
24 think if we can get through this fiscal year, then with your
25 direction we'll be prepared to redirect and regroup based on

1 next fiscal year. This year is nearly over.

2 CHAIR DAVIS: Please keep in mind that Monday we're having
3 our first budget workshop, and that's already on our calendar on
4 the City's side. So on the CRA side we need to be aggressive
5 with putting that workshop in place so that we can be prepared
6 to be aggressive with how we work together and get these things
7 accomplished.

8 Have you looked at a preliminary date for a budget workshop
9 for the CRA?

10 EXECUTIVE DIRECTOR BROWN: I've asked the city manager for
11 that date. What we typically do, historically, is that we work
12 within the two meetings that we have with you to do our
13 workshop. So unless things change we'll work -- we'll attend
14 the City's meeting so we can hear and answer any questions you
15 have. But our upcoming meetings in July, or at least one, if
16 not both, we will tie in workshops either before your regularly
17 scheduled meetings or we will do a workshop in lieu of.

18 CHAIR DAVIS: So Councilwoman Hubbard --

19 EXECUTIVE DIRECTOR BROWN: But now these -- now in the past
20 these workshops have been for next year's budget.

21 CHAIR DAVIS: Okay. So what are you asking us to do?

22 EXECUTIVE DIRECTOR BROWN: Well, I'm saying that if --
23 well, we'll get to item number 8. But if the decision is to
24 defer the item until after you've had your retreat to address
25 this fiscal year then --

1 CHAIR DAVIS: That's the question I was asking. So this is
2 just for this fiscal year?

3 EXECUTIVE DIRECTOR BROWN: That's for this fiscal year.

4 CHAIR DAVIS: So you don't have any more money for this
5 fiscal year?

6 EXECUTIVE DIRECTOR BROWN: We will start using reserves
7 because of what -- you've approved just about every interlocal
8 except program sponsorships, and that's the one that sort of
9 offsets the fact that we are tending to lose money to stay cash
10 flow neutral.

11 Because I heard you individually, one reason why we pulled
12 the AEG item, is just because of what Ms. Pardo said, that
13 without restaurants, or without a component for food trucks, or
14 not knowing what non-profits would want support from us, it
15 might have been premature to approve that item.

16 But, just as I said, I'm negotiating as we speak with a
17 restaurant tenant. I know that their investment is going to be
18 two to three million dollars; and what they need us to do on the
19 second floor of the Event Center is going to at least cost us a
20 million and a half, for tenant improvements. And those are the
21 things that we expected.

22 And the point I make is that the loan fund is a part of how
23 we would fund that. And then the Clean and Safe Program sort of
24 replenishes the money that we've already spent on that program.
25 That program is the one that has the highest overhead for us.

1 And to have that funding replenished is how we can meet our
2 other obligations to attract a tenant at the Event Center.

3 So for me to wait -- again, I'll be directed and guided by
4 your direction. But my issues are this fiscal year, based on
5 the budget that was approved, the time that it has taken to do
6 the interlocal agreements is what has taken time. The City
7 couldn't just write us a check for 3 million. We had to
8 negotiate and document how those monies will come in and be
9 utilized. And this is one of those last of the items that only
10 affect this fiscal year. And so if you're not comfortable with
11 the three-year agreement, that's understandable. But I would
12 say that even all the agreements that were done are such that at
13 any point you could cancel and re-do it. So nothing is tied
14 long-term and it's all subject to budget and appropriation.

15 CHAIR DAVIS: Back to Councilwoman Hubbard. Would you
16 explain exactly what you mean about -- by a workshop? Like
17 when? Public or --

18 COMMISSIONER HUBBARD: Okay. A couple things.

19 First, if we had the -- we have the workshop pending with
20 the City. And what I, what I thought should happen is we should
21 have a workshop presentation on the City's side, a workshop
22 presentation on the CRA side. Then when the Council goes into
23 our own specified facilitated discussion, then we will need our
24 staff on hand from the City's side and the CRA's side to answer
25 our questions, one; and to hear, two, where we want to go with

1 the rest of this fiscal year.

2 If we are in financial trouble or in potential trouble on
3 be it the CRA's side or the City's side, this is where we need
4 to take a pause.

5 I think one of my colleagues might already have the last
6 date that Mr. Jones gave us for when we moved from the 11th
7 to the -- what was the date that he gave us?

8 VICE-CHAIR MILLER-ANDERSON: The 24th. But that's not
9 going to work either. We're trying to come up with something
10 else.

11 COMMISSIONER HUBBARD: That's not going to work either?

12 CHAIR DAVIS: The first weekend, potentially -- or the
13 second weekend in July.

14 COMMISSIONER HUBBARD: It probably will be the second
15 weekend in July. Okay. Because the first week is of holidays.

16 So I still think that that's how we're going to have to do
17 it to make -- even though this budget was approved, even if --
18 if there's not the funding backing it or the money sitting idle,
19 then we have to, you know, redirect and rework what we're going
20 to do with the rest of this fiscal year.

21 And as you said, it's about over, but it's a whole lot of
22 money that still is pending to be paid out or being asked to be
23 approved to be paid out. And some of the things we might not
24 want to get into.

25 For example, Mr. Brown, let me kind of state and ask this

1 at the same time. And I hate to keep using AEG. For example,
2 they're approved in the budget, that line item was in the
3 approved budget; but that's not a service that we have already
4 went into contract with. So that's why it's easy enough to say
5 that we're in an approved budget but we can move that off and
6 not be hampered by doing so. So those are the other types of
7 things that we need to look at the budget, the approved budget,
8 and see if they're there; do we want to continue with all of
9 those type things. And that's what I'm thinking that we could
10 do at our second week in July, when we have our meeting, and
11 make these decisions, you know, relatively quick and painless as
12 possible.

13 EXECUTIVE DIRECTOR BROWN: And I think that's a good
14 example. If I may respond to Ms. Hubbard. The two line items
15 that we've requested funding, Clean and Safe and the loan fund,
16 I mean that's a million dollars out of 1.2. Now we are spending
17 money for Clean and Safe. At this time last year had the board
18 said, no, we don't want to continue Clean and Safe, then the
19 services could have either been picked up by Public Works or we
20 would have been able to cut that program.

21 Because the money is in the budget, subject to Council
22 approval on the interlocal agreements, we felt comfortable to
23 continue, to continue that.

24 The loan fund, the impediment there is instead of the loan
25 fund and making the loan to a small business that may want to

1 operate on Broadway, we've told our community lending partner
2 that we are looking to utilize those funds to finance tenant
3 improvements at the Event Center. So I'm looking at there is an
4 interconnection to this as we in good faith have moved through
5 this fiscal year as we've negotiated the loan documents that
6 respectfully this board may redirect. And if you do so, whether
7 we meet in July and I have to give you an amended budget in
8 August, what's going to happen is the resources I've identified
9 in order to create -- to get our anchor restaurant at the Event
10 Center, I do not know how I'm going to finance the tenant
11 improvements. Because I was looking at at least having the
12 Clean and Safe funding that we spent replenished and then using
13 the loan fund that would potentially be matched by our community
14 lending partner to fund our program.

15 So we pulled the AEG item. That is not immediate and
16 significant. We could wait. And Neighborhood Services, the
17 money there was to spend to do projects outside of the CRA;
18 which I've listened to all of you in the past, and even on the
19 campaign trail, of how important neighborhood development is.
20 So if you want to delay that, that's fine.

21 But the million dollars between the Clean and Safe is a
22 replenishment. The 500,000 is potentially matched. And we will
23 continue to lose money until we get private development at the
24 marina. And the most significant one now is the anchor
25 restaurant in the Event Center.

1 COMMISSIONER HUBBARD: Mr. Brown, the -- for example the
2 anchor restaurant that you mentioned inside the Event Center, we
3 have to do infrastructure accommodations so that it would meet
4 what -- the needs of the tenant that goes inside the Event
5 Center. For example -- or just for a sample, rather: A
6 restaurant outside of the Event Center, we might be able to talk
7 about having that come on board first, as opposed to the
8 restaurant inside the Event Center.

9 I do think that the restaurant inside the Event Center is
10 going to have an impact on the restaurants that we are trying to
11 bring online on the outside of the Event Center anyway. And
12 that's just me talking, that's just my opinion.

13 So what I'm saying to you again is the same thing I said
14 about AEG. That's something that we have to again look at: Is
15 that what you really want to do; is that where we really want to
16 go; what would be the pros and cons of doing an outside
17 restaurant first as opposed to doing one actually inside the
18 Event Center.

19 So, again, I say it might seem like a while, but it's not,
20 to go with the second week of July; and let's hash this out once
21 and for all and we'll know where we're going for the rest of the
22 fiscal year and what we actually want to do. No, no. What we
23 actually can afford to do.

24 EXECUTIVE DIRECTOR BROWN: And not to belabor this -- point
25 noted -- but the only point I want to make is that we have been

1 promoting the restaurant pads. Very strong prospects have
2 countered and have asked us to build the facility; that if we
3 build it, they'll lease it. So even though we've got this great
4 property, and I would say there is tremendous interest, there is
5 still some trepidation about the amount of money an individual
6 will invest in order to speculate that this will be that great
7 property that we all envisioned.

8 So just for the record, Ms. Hubbard, I just wanted to let
9 you know that we have been marketing the pads for the past year
10 and a half; and that very strong prospects have countered and
11 said if you build it, we'll lease it. And what that means then
12 that we have to spend two million dollars to do the outside.

13 So we built the Event Center as a core shell. We didn't
14 finish it up; which is typically what a developer would do
15 because you don't know what the tenant would like and how they
16 would operate the restaurant.

17 And all I'm saying is that we knew that there would be an
18 investment for the upstairs space. We didn't know that all of
19 the tenants wanted it covered and enclosed; and other things
20 related to the grease trap and other things, that it appears to
21 be a reasonable request to do it. And I'm just sharing with you
22 that in the end how one decision affects another. And, you
23 know, we'll just have to do what you direct us to do. But I
24 just wanted you to make an informed decision; and I didn't want
25 to just be at the mic and feeling totally intimidated by the

1 direction, but I wanted to put it all out there so as you know
2 what the deferral of the decision does, it forces us to not
3 finalize negotiations for prospects and to also have to wait.
4 And so that's the point I'm trying to make.

5 CHAIR DAVIS: Let me ask the board, the entire board, as
6 Councilwoman put that out there about the workshop, is that
7 something that you all want to do like here or --

8 VICE-CHAIR MILLER-ANDERSON: Off site?

9 CHAIR DAVIS: -- at the Event Center? Off site. Okay.

10 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

11 CHAIR DAVIS: Yes, Councilwoman Davis Johnson.

12 COMMISSIONER DAVIS JOHNSON: So the Clean and Safe program,
13 for me, living in the CRA district, I find that to be a very
14 beneficial program in that there are ambassadors that are
15 pressure washing streets, they are picking up trash, they are
16 contributing to beautification where our Public Works Department
17 may not necessarily be doing the work, and so I see that as a
18 value added, speaking as District 3 City Council representative.
19 Because we have in our district a heavy construction area, there
20 is a lot of debris, there is a lot going on there. And so I see
21 that as a true benefit in continuing on with the dollars already
22 being in the budget. I just can't imagine not continuing that,
23 based on the progress and the improvements that I've seen within
24 that CRA district. So I would respectfully request of my
25 colleagues for us to potentially continue that. And I know in

1 other areas of the CRA they're doing the very same thing. So I
2 do believe that to be a value added program or project. And I
3 would not want to see that -- you know, we can talk about it
4 moving forward, as opposed to approving it for three years. But
5 to continue it through the end of this fiscal year I think would
6 be important and key to some of the conversations that have been
7 had with regards to the look and feel of our city and what we
8 ultimately want to see.

9 CHAIR DAVIS: Let the record reflect -- thank you, Mayor,
10 for joining us. He's on the record.

11 Let me ask this question before moving any further: Is
12 there anyone on the board recommending for this item to be
13 offered up?

14 COMMISSIONER HUBBARD: What do you mean?

15 CHAIR DAVIS: The Clean and Safe program. Because that's
16 something that has to be recommended.

17 COMMISSIONER HUBBARD: When you say offered up --

18 CHAIR DAVIS: No, because when you're doing budget
19 modifications either staff or a board member will offer that
20 program up.

21 COMMISSIONER HUBBARD: What do you mean, offer it up?

22 CHAIR DAVIS: For instance, if you start doing budget
23 restrictions within your various departments, who makes the
24 determination what's priority and what's not. That just became
25 a not-a-priority by coming in this meeting. I received multiple

1 phone calls about this item. And I had to defend myself and
2 this board to say, hey, listen, at no point in any meeting did
3 any of us determine to put this item on the agenda as potential
4 removal.

5 COMMISSIONER HUBBARD: Oh. Oh, no. That's what you mean
6 by offered up.

7 No, I definitely did not.

8 And just as -- because it seems to be quite important, I
9 think that when we go into our workshop we do need to discuss
10 it. And we did something, neighborhood attendants on the west
11 side like that, where the funding wasn't continued. But it's
12 very important, and I think it puts people to work. So I'm not
13 saying that by us taking it into our workshop that we have any
14 inkling of disbanding it. I just want it to go in with
15 everything else.

16 CHAIR DAVIS: I just want to get that on the record
17 because --

18 COMMISSIONER HUBBARD: Okay. I just didn't know the term
19 offered up.

20 CHAIR DAVIS: No. Offered up. Anytime, you know, you see
21 employees coming in with a uniform, they want to know, hey, are
22 they going to work tomorrow.

23 I want to let you know there's no council person on this
24 board that decided to make that a priority to putting you-all on
25 the agenda for potentially removing that program. So go home

1 and rest, and stay dry.

2 So we've got the consensus of the board to understand how
3 important it is to us to get together with the City and the CRA
4 to do a joint workshop as we move forward with our business so
5 that this board can put together a mission; is that what you're
6 saying?

7 COMMISSIONER HUBBARD: Yes, sir.

8 CHAIR DAVIS: So do you want to put a motion on the floor
9 for anything?

10 COMMISSIONER HUBBARD: Yes, sir. I'd like to --

11 EXECUTIVE DIRECTOR BROWN: This is just a presentation.

12 COMMISSIONER HUBBARD: Okay. I'd like to put a motion on
13 the floor, Mr. Chair, that we table the rest of the agenda so
14 that we can include it in our workshop; and the second weekend
15 in July looks like when we're going to have it.

16 CHAIR DAVIS: Could I ask you to --

17 COMMISSIONER HUBBARD: The attorney wants to have an
18 opportunity to look at -- look real quickly, he said.

19 MR. HAYGOOD: No, the only thing I was saying is -- and you
20 can correct me. I think the items that relate to this issue are
21 number 8, which is the program sponsorship; and number --
22 actually, that's the really only one relating to it. The other
23 things are things that relates to -- in other words, the
24 Constant Computing is something that you need just to keep the
25 office running.

1 CHAIR DAVIS: But I think what she was referring to earlier
2 was not just on this budget presentation, but any money spent
3 moving forward, we're going to be careful on how we approve any
4 spending, because we don't want to come back later and someone
5 says, well, you voted for it; and you made a decision.

6 MR. HAYGOOD: Some of these things, like 11 and 12, these
7 are pay out, payments pending, contractual obligations of the
8 CRA.

9 CHAIR DAVIS: Okay. 11 and 12.

10 MR. HAYGOOD: Number 15 relates to an exchange agreement
11 that we have with Viking; and it's crucial -- there are some
12 time deadlines -- to move forward with this. And really this is
13 a matter of exchanging property.

14 So at least those three items.

15 CHAIR DAVIS: So 11, 12 and 15.

16 MR. HAYGOOD: And 13 is really a policy procedures for
17 operating the marina Event Center.

18 CHAIR DAVIS: No, huh-uh, that will need a workshop as
19 well, because the public needs to hear that.

20 COMMISSIONER PARDO: That one needs a workshop.

21 CHAIR DAVIS: No. Because there's a lot of things in that
22 policy that's going to take some time for the public -- once
23 they hear some things, they might want to come back and have
24 some input on that.

25 So Mr. Haygood said items 11, 12 and 15 --

1 COMMISSIONER HUBBARD: 15 definitely needs to workshop.

2 CHAIR DAVIS: Okay. So 11 and 12. Which is the Weitz pay
3 application.

4 COMMISSIONER HUBBARD: Definitely the property exchange.

5 Basically that's what it is; but when you read it, it reads
6 as if it's a sale; and it's an exchange. And I won't go into
7 that now. But I definitely would like to say that that goes
8 into, that goes into the workshop for sure.

9 CHAIR DAVIS: So your motion is to pull everything but
10 items 11 and 12. That's the Weitz application.

11 COMMISSIONER HUBBARD: Were there any changes on that?

12 CHAIR DAVIS: Mr. Brown? On the Weitz pay orders.

13 EXECUTIVE DIRECTOR BROWN: Well, I'm sorry, I was just --
14 I'm not sure what I'm supposed to do. What was the question?

15 CHAIR DAVIS: Items 11 and 12, are there any changes?

16 EXECUTIVE DIRECTOR BROWN: No, those -- the vendors have
17 been paid. When we don't meet -- I just remind this board, that
18 because of the election and the special election we haven't had
19 a regular meeting since February. And so when we don't meet,
20 for the contractual obligations, they typically go to the board;
21 except when we don't meet, we have the authority to pay; and we
22 bring those back for ratification. So I'm not sure what delay
23 does or how that affects a future retreat, because these are
24 obligations that we have, the money has been disbursed; and
25 we're bringing it to your attention so you will know as you

1 track the funding that the money been spent and ratified.

2 CHAIR DAVIS: So that's something just more of a
3 presentation of what's been done?

4 EXECUTIVE DIRECTOR BROWN: Yes. Typically in the past
5 these have been on consent.

6 COMMISSIONER HUBBARD: Okay. Well, if it's already been
7 paid and the money's been disbursed as he said, there's not
8 much, you know, effect that that will have on our workshop.

9 CHAIR DAVIS: So just really quick. Councilwoman Hubbard,
10 so items 11 and 12, your motion --

11 COMMISSIONER HUBBARD: I will pull --

12 CHAIR DAVIS: Mr. Haygood, you have something you want to
13 say?

14 MR. HAYGOOD: No, I was going to say, in that same vein
15 items 4 and 5 also have --

16 CHAIR DAVIS: Have those been paid out already?

17 MR. HAYGOOD: Yes.

18 CHAIR DAVIS: Okay.

19 COMMISSIONER HUBBARD: Okay, Mr. Chair, I'll re-state my
20 motion, if you will. Okay. Mr. Chair, I move that we table the
21 remaining portions of this agenda, excluding 4, 5 and 15.

22 CHAIR DAVIS: 11 and 12.

23 COMMISSIONER HUBBARD: 11 and 12. Excuse me. 4, 5 and 11
24 and 12. We're going to definitely include 15 in, sir.

25 CHAIR DAVIS: Okay. So there's a motion on the floor to

1 table the agenda and exclude items 4, 5, 11 and 12. Do we have
2 a second?

3 EXECUTIVE DIRECTOR BROWN: Excluding 4, 5 --

4 CHAIR DAVIS: 11 and 12.

5 EXECUTIVE DIRECTOR BROWN: I would ask for consideration or
6 maybe hear the board members to discuss 15.

7 CHAIR DAVIS: Do we have a second?

8 VICE-CHAIR MILLER-ANDERSON: I have a question.

9 CHAIR DAVIS: Second if for discussion.

10 VICE-CHAIR MILLER-ANDERSON: Okay. Second for discussion,
11 I guess.

12 CHAIR DAVIS: Ms. Anderson.

13 VICE-CHAIR MILLER-ANDERSON: Okay. Can we just start at
14 the top? Item number 3 is the monthly financial report. Is
15 there something in that item that -- have those things already
16 been paid out?

17 EXECUTIVE DIRECTOR BROWN: Yeah. I mean we're just
18 presenting the monthly financial report. That's usually one of
19 those items that have been on consent.

20 VICE-CHAIR MILLER-ANDERSON: So 3, 4 and 5 is basically a
21 formality, because it's already been paid, correct?

22 EXECUTIVE DIRECTOR BROWN: May I -- if I could go just down
23 the agenda. Understanding that you want to delay --

24 CHAIR DAVIS: Please allow her -- allow her question to get
25 answered. We don't want to get lost on that.

1 VICE-CHAIR MILLER-ANDERSON: Has it already been paid for
2 3, 4 and 5?

3 EXECUTIVE DIRECTOR BROWN: Yeah, well, 3, that's as of
4 April, so that's past tense, so those items have been expended.

5 Number 6 are consultants who've done work and are expecting
6 to be paid. And if we don't pay them, right, because this is
7 usually in arrears, so this is work that has been performed.
8 And what you require of the CRA is that any vendor who is under
9 contract with this agency, that you want to review prior to
10 expenditure. So if you don't approve number 6, individuals
11 who've performed work, we do not have the authority to pay. And
12 then I don't know what will happen. We'll get sued or they'll
13 stop work.

14 CHAIR DAVIS: No, we've had that before in the CRA, so this
15 is nothing new. But I don't want to say we'll be late paying
16 bills. Let's be clear on that.

17 So you are suggesting, Mr. Brown, that we include 3, 4, 5
18 and 6 as well?

19 EXECUTIVE DIRECTOR BROWN: 3, 4, 5 and 6.

20 If I could go down and I just tell you, number 7, we
21 consider is a housekeeping item. We can delay it. It's not
22 detrimental. Except we won't have a technician to do computer
23 work. We're exceeding the budget because of all of the IT
24 requirements at the Event Center. And so we've used the CRA's
25 consultant to do our IT system. And what has happened, because

1 we've deployed that resource to help with the WiFi and all of
2 the technology at the Event Center, we've spent more money. So
3 if you don't approve that item we don't have a professional to
4 continue to troubleshoot and to train and put all the apparatus
5 in place at the Event Center. So I would ask for consideration
6 of 7.

7 CHAIR DAVIS: 7. So 3, 4, 5, 6 and 7.

8 EXECUTIVE DIRECTOR BROWN: I've explained 8. It sounds
9 like you want to defer that. No problem.

10 Number 9. It's a housekeeping item. We control the
11 property. It's out of contract. But, you know, we're not going
12 to sell it. And we couldn't sell it without your permission.
13 So they still have control. So you can delay that.

14 Number 10 is just a report. You all have talked about
15 economic inclusion; and we were prepared to tell you how excited
16 we were and the goals that we've exceeded. So that's a report.
17 There was no action item on number 10.

18 11 and 12 is a ratification. So you're going to include.

19 13. We'll continue to operate the Event Center as if the
20 policy is approved. So we can delay that.

21 14, I pulled.

22 And 15 is a very complicated swap agreement. We've come a
23 long way with Viking, and we've reached an important milestone
24 that is reflective of their cooperation. If nothing else, it
25 would be great to hear it; and after the presentation if you

1 still felt the need to defer it, we could. But I think there's
2 a lot of triggers related to this. And the properties were duly
3 advertised. And it's part of a swap agreement that we have with
4 Viking. And it's actually, the sale of this property is
5 beneficial to us because the credit gives us free rent on the
6 land that we're leasing from them for parking. So this enures
7 to our benefit.

8 COMMISSIONER HUBBARD: The question to that one was, as you
9 said, very detailed.

10 The need to -- what I wanted to discuss in detail in our
11 retreat was the need to continue to rent parking when we just
12 leveled Spanish Court. Can we use that? Is that another way
13 that we can offset or save money? And those are some of the
14 things that I wanted us to look at as far as swapping out that,
15 that particular land; when in fact I just feel at this point the
16 City of Riviera Beach, the CRA, we need to hold on to as much
17 property as we possibly can, number one; and number two, we have
18 some land now that you don't have to pay to rent possibly. And
19 there might be a reason, and you might be able to give us the
20 reason why you can't use the Spanish Courts for the parking.

21 EXECUTIVE DIRECTOR BROWN: And I think you'll be impressed
22 with the level of due diligence we've done, that not only do we
23 need the parking at Spanish Courts but we also need Viking's
24 land for parking.

25 You raised a great point, the reason why we can't develop

1 Restaurant Row is because with all the other uses at the marina
2 we wouldn't meet our own zoning requirements for parking. And
3 so Viking could have been belligerent and could have strangled
4 or choked private development. Hearing from this board, they
5 realize how important it is for us to move forward and actually
6 put forth a better deal.

7 So to me the retreat is -- parking is a crisis. And it's a
8 crisis that we'll have if you expect Broadway to redevelop. And
9 you will be impressed, I hope, with the level of due diligence
10 we've taken to quantify parking demand. And so this, this is
11 the tactic to get to the strategy that we need parking. And
12 that there is a time limit. So the agreement that Mr. Haygood
13 and I negotiated means that, look, if you didn't want to sell
14 the land, that's okay, we still got site control; but what that
15 means is we have to pay them money, so that has a fiscal impact.

16 And these are parcels that are scattered on 13th Street, so
17 they -- when we talk about our real estate holdings we will tell
18 you that it's not intended for us to redevelop. It has more
19 value to Viking because they own the surrounding properties.
20 The benefit to us is we still got control of their land for
21 temporary parking that we so desperately need. But the benefit
22 is that when I do next year's budget it's a minimal cash flow
23 impact.

24 CHAIR DAVIS: So you want to listen to the presentation?
25 Or do you want to --

1 COMMISSIONER HUBBARD: I'd like to allow the item to be a
2 part of the table. And I hear what Mr. Brown is saying and I
3 understand.

4 CHAIR DAVIS: Okay. So it's suggested items 3 through 7,
5 and items 11 and 12. And 10.

6 Motion to table everything, excluding items 3 through 7 and
7 10 through 12.

8 VICE-CHAIR MILLER-ANDERSON: Did we include 7? I thought
9 we said 7 -- well, I don't know what Mr. Brown said -- that's
10 what we're going to discuss? We're going to discuss 7?

11 CHAIR DAVIS: Yes. 3 through 7, and 10 through 12, will
12 remain on the agenda.

13 Any questions?

14 VICE-CHAIR MILLER-ANDERSON: I second, sir.

15 COMMISSIONER PARDO: Mr. Chair.

16 CHAIR DAVIS: Councilwoman Pardo.

17 COMMISSIONER PARDO: Okay. So was there a motion and a
18 second?

19 CHAIR DAVIS: Yes, ma'am.

20 COMMISSIONER PARDO: Okay. So I have a question. Well,
21 not a question. I have a statement.

22 After witnessing the lack of parking over the weekend -- we
23 had people in the tournament that were parking down on 17th
24 Street, 16th Street. It is -- we have a serious parking problem
25 down there. And, you know, I really think that this item 15

1 should really be discussed tonight so we can move forward. We
2 are getting into the summer. There are all kinds of events that
3 are going to happen down there. You know, and not even talking
4 about what goes on every weekend down at Peanut Island. So I
5 think the sooner we figure out parking with Viking, the better.
6 So I would be in favor of discussing it tonight, instead of
7 waiting until July. Thank you.

8 CHAIR DAVIS: How does the rest of the board feel about it?

9 VICE-CHAIR MILLER-ANDERSON: Well -- Chair.

10 CHAIR DAVIS: Councilwoman Miller-Anderson.

11 VICE-CHAIR MILLER-ANDERSON: I don't have a problem with
12 listening to it. I mean we can either vote yes or no. We can
13 have the presentation.

14 CHAIR DAVIS: Do you want in your motion to add item 15
15 along with the rest of them?

16 COMMISSIONER HUBBARD: Sure, we can add 15 if everybody
17 seems to want to hear it tonight.

18 Keep in mind, Mr. Chair, the impact -- the reason for the
19 workshop is to determine the impact on both sides.

20 CHAIR DAVIS: She's allowing that to happen so we can just
21 hear it out, so we can understand.

22 Your second still remains, Councilwoman Anderson?

23 VICE-CHAIR MILLER-ANDERSON: Which was 3 through 7 and --

24 CHAIR DAVIS: 3 through 7, 10 through 11, and adding item
25 number 15.

1 MR. HAYGOOD: 10 through 12.

2 CHAIR DAVIS: 10 through 12, yes.

3 THE CLERK: Commissioner Hubbard made a motion to table the
4 rest of the agenda, excluding 3, 4, 5, 6, 7, 10, 11, 12, 15.

5 Second by Vice-Chair Miller-Anderson.

6 VICE-CHAIR MILLER-ANDERSON: Yes. You said excluding. You
7 said excluding.

8 COMMISSIONER HUBBARD: Not exclude 10 though.

9 CHAIR DAVIS: No, we agreed to 10, we did.

10 COMMISSIONER HUBBARD: I didn't include 10. But someone
11 else included 10.

12 COMMISSIONER PARDO: So 15 is being tabled or are we going
13 to discuss it?

14 CHAIR DAVIS: We'll discuss it.

15 (Motion passed with a unanimous vote.)

16 CHAIR DAVIS: Right. Now we'll go to item number 3, the
17 monthly financial report.

18 EXECUTIVE DIRECTOR BROWN: Mr. Chair, members of the board,
19 item number 3 is the fiscal position of the CRA through the
20 period ending April 30th, 2016. This report is submitted for
21 your information and we're requesting acceptance as submitted.

22 CHAIR DAVIS: Any questions from the board?

23 Mr. Brown, would you briefly do a quick overview of these
24 invoices?

25 EXECUTIVE DIRECTOR BROWN: Number 3 is the financial

1 statement.

2 CHAIR DAVIS: Oh. Okay. I apologize. Okay.

3 Madam Clerk.

4 THE CLERK: That's just information.

5 CHAIR DAVIS: Item number 4 now.

6 EXECUTIVE DIRECTOR BROWN: Point of clarification. The
7 financial report has usually been on consent. So does the board
8 need to move to accept, Mr. Haygood?

9 MR. HAYGOOD: I think so.

10 CHAIR DAVIS: Do we have a motion to accept?

11 COMMISSIONER PARDO: So moved.

12 COMMISSIONER DAVIS JOHNSON: Second.

13 CHAIR DAVIS: Madam Clerk.

14 THE CLERK: Commissioner Pardo.

15 COMMISSIONER PARDO: Yes.

16 THE CLERK: Commissioner Hubbard.

17 COMMISSIONER HUBBARD: Yes.

18 THE CLERK: Commissioner Davis Johnson.

19 COMMISSIONER DAVIS JOHNSON: Yes.

20 THE CLERK: Vice-Chair Miller-Anderson.

21 VICE-CHAIR MILLER-ANDERSON: What -- I know we said that we
22 weren't going to have -- you asked if there were any questions,
23 right?

24 CHAIR DAVIS: Yes.

25 VICE-CHAIR MILLER-ANDERSON: So then you said we could

1 probably have to give -- I did have a question.

2 CHAIR DAVIS: About the monthly financial report? We're on
3 3, not 4 yet.

4 VICE-CHAIR MILLER-ANDERSON: Okay. I'm sorry. All right.
5 Yes.

6 THE CLERK: Chair Davis.

7 CHAIR DAVIS: Yes.

8 (Item 3. Motion passed with a unanimous vote.)

9 CHAIR DAVIS: Now we're going to move to item number 4.

10 EXECUTIVE DIRECTOR BROWN: Members of the board, item
11 number 4 is ratification of our April invoices. We did not meet
12 in April. And when we don't meet, to stay current on our
13 obligations we pay vendors who are under contract with the
14 agency or this board. And so the April invoice report and the
15 ratification thereof is submitted for your review and approval.

16 COMMISSIONER HUBBARD: So all of these invoices have all
17 been paid?

18 EXECUTIVE DIRECTOR BROWN: Yes, ma'am.

19 COMMISSIONER HUBBARD: Okay. It was just different from
20 the other ones that we saw, so I didn't know if we had included
21 all of these. But, okay.

22 CHAIR DAVIS: Are there any other questions?

23 VICE-CHAIR MILLER-ANDERSON: Yes. I had a question
24 regarding the project for All-Site, Riviera Beach Heights, Phase
25 I, the change order, the \$300,000 change order. What was that

1 involving?

2 EXECUTIVE DIRECTOR BROWN: I'll defer to a member of my
3 staff, while I look at that report.

4 It might be a collection -- 300,000 or 30,000? I can't
5 imagine --

6 CHAIR DAVIS: It was over 300,000.

7 VICE-CHAIR MILLER-ANDERSON: 300,000.

8 EXECUTIVE DIRECTOR BROWN: Mr. Evans, do you want to speak
9 to that, please?

10 MS. JENKINS: Annetta Jenkins, Director of Neighborhood
11 Services.

12 Back in February of 2015 there was an item brought to the
13 board to make some adjustments in the budget for various
14 changes. And cumulatively for All-Site there were two pots of
15 change orders that were brought; and it was to make adjustments
16 in the linear park fence, to add the bathroom, to do plumbing,
17 to add water utility changes that were requested by the City, et
18 cetera. And I'm looking at the list here. There were various
19 electrical changes. And they were enumerated when the item was
20 brought before the board.

21 VICE-CHAIR MILLER-ANDERSON: Okay. So this 300,000 is just
22 carried on this report for the past year?

23 MS. JENKINS: Yes, it's just been carried forward.

24 VICE-CHAIR MILLER-ANDERSON: Each time?

25 MS. JENKINS: Yes.

1 VICE-CHAIR MILLER-ANDERSON: And this is going back to
2 February of 2015?

3 MS. JENKINS: Yes.

4 VICE-CHAIR MILLER-ANDERSON: All right.

5 CHAIR DAVIS: Any other questions?

6 Mr. Brown, could you please explain the process, how did we
7 get to this number of change orders? What's the total?

8 EXECUTIVE DIRECTOR BROWN: Based on the pay application,
9 three hundred thirty-two thousand --

10 CHAIR DAVIS: Total amount in change orders.

11 EXECUTIVE DIRECTOR BROWN: 332,123.

12 CHAIR DAVIS: Not the financial. How many change orders?
13 I apologize.

14 MS. JENKINS: There were a total of two change orders.

15 What I just enumerated were a number of line items and they
16 were included in a blanket change order. They were just various
17 line items.

18 CHAIR DAVIS: The line items show that there's over 50
19 change orders. So, what, did you gobble them up and made them
20 two change orders, is that what happened?

21 MS. JENKINS: When we brought a change order, each item
22 is -- because we did a schedule of values based on particular
23 line items, if one item needed to be changed it's listed as
24 change order number one. But there is a blanket omnibus change
25 order. We didn't do 52 change orders. Those are just line

1 items in the budget.

2 CHAIR DAVIS: Yeah, because I was confused as I was reading
3 this. It presents itself as if all this information kept coming
4 back to the staff.

5 Did he get paid for all this work already.

6 MS. JENKINS: The project is complete.

7 CHAIR DAVIS: He's received funding, payment?

8 MS. JENKINS: Yes, sir. If you look at the item that
9 you're considering now, and the next item I believe, and then
10 the invoices that will be considered tonight, hopefully that is
11 the final payment to All-Site.

12 CHAIR DAVIS: So who, who's oversighting like projects in
13 the CRA? To try to prevent this many change orders. Well, you
14 said it's two but -- when I do the numbers to this, this is 20%
15 of the budget. So I'm trying to find out how did this happen?
16 Where was the oversight?

17 MR. EVANS: So these changes were for changes within the
18 design of the project. So they were specifically redesigned by
19 Song, and then they were brought back to the CRA board and
20 presented. And then so before we proceeded with that change
21 order, all of the design changes -- for example the new fence
22 was presented to the board, and then the board approved that as
23 a change. So it wasn't a change to the existing work that they
24 were doing, it was new.

25 CHAIR DAVIS: So there was some design work that was

1 changed after the initial work?

2 MR. EVANS: Correct.

3 CHAIR DAVIS: What prompted the change? What was it? Like
4 the fence, what was significant about the fence that wasn't in
5 the budget before?

6 EXECUTIVE DIRECTOR BROWN: If I may, Mr. Evans.

7 As we were designing the linear park, and the fence that
8 was budgeted was an enhancement for some properties and a
9 distraction -- or a distraction for others. And so we gathered
10 the residents along the linear park and asked them would they
11 all agree for a consistent type of fencing. And so it ended up
12 being upgraded because two property owners had pillars and
13 aluminum fencing, and others had chain link fences and no fence;
14 and so we were putting the money in the park, and it would have
15 been a hodgepodge look of different fences, and so in meeting
16 with the residents they gave concurrence on the preferred
17 design, and so we upgraded for that consistency.

18 The other major expense, if you recall, there was concerns
19 about the flooding in the area and wanting to make sure that the
20 underground sewer or water, that the piping --

21 MS. JENKINS: The sewer.

22 EXECUTIVE DIRECTOR BROWN: And so we ended up spending
23 money. At first Mr. Thomas thought it should be replaced. The
24 utility district recommended it just be encapsulated, if I'm --

25 MS. JENKINS: Relined.

1 EXECUTIVE DIRECTOR BROWN: Relined?

2 MS. JENKINS: Relined.

3 EXECUTIVE DIRECTOR BROWN: And so that was a major expense
4 and it also caused a delay in the completion.

5 CHAIR DAVIS: Any other questions from the board?

6 VICE-CHAIR MILLER-ANDERSON: Yes. I had a question
7 regarding the change order for Gilbane Building Company, invoice
8 number -- draw number 21, work order number 4. What was the --
9 why did we have the 141,000? And is this something that was
10 delayed -- I mean goes back like the All-Site one?

11 MR. EVANS: So this is just a regular monthly payment that
12 was being ratified.

13 VICE-CHAIR MILLER-ANDERSON: So that \$141,034 is not a
14 change order? Even though it says it's a change order?

15 MR. EVANS: I'm looking it up.

16 VICE-CHAIR MILLER-ANDERSON: March 28, 2016. Subject:
17 Draw number 21, work order number 4.

18 MR. EVANS: We might be looking at a board approved
19 extension. So that's just part of the backup. So it's an
20 invoice in accordance with whichever Gilbane contract has been
21 approved.

22 VICE-CHAIR MILLER-ANDERSON: So the original contract sum
23 was 639,306? I'm looking at the pay application. And the net
24 change by change orders is \$131,034. And you say that that is
25 what?

1 MR. EVANS: So you're not approving that change order.
2 That was a previous change order that was approved by the board
3 to extend Gilbane's services on the project.

4 VICE-CHAIR MILLER-ANDERSON: So that is very similar to the
5 All-Site situation?

6 MR. EVANS: Yes.

7 VICE-CHAIR MILLER-ANDERSON: And when was that, by any
8 chance you may know?

9 MR. EVANS: That was approved in December.

10 VICE-CHAIR MILLER-ANDERSON: Okay. And then I also had a
11 question regarding Mr. Haygood's itemization of his bill. I
12 wanted to know if -- you know, it just kind of listed dates and
13 the amount of time that was spent, and it gives a total amount.
14 But it -- the heading of it, it just says marina development.
15 But I really don't know what each of those line items would be
16 for. Is there any way for us to, maybe going forward, kind of
17 have a little more detail as to what those were for? I mean
18 because it doesn't really say what it's for.

19 EXECUTIVE DIRECTOR BROWN: I think Mr. Haygood provides
20 that. In this packet did we just include just the summary?

21 CHAIR DAVIS: That was it.

22 EXECUTIVE DIRECTOR BROWN: We can get you a copy of his
23 detail.

24 VICE-CHAIR MILLER-ANDERSON: Okay. So you do have it.

25 CHAIR DAVIS: Mr. Haygood, you might want to explain why

1 some of your items might not be --

2 MR. HAYGOOD: Well, to be honest with you, I think it was a
3 request from Mr. Brown. Even though I submit it to him that
4 way; you, of course, can see it as board members. But really it
5 was, you know, it's attorney-client privilege. I describe
6 what's going on -- if you look at my bills, they don't tell a
7 lot what's going on in negotiations and so forth. That was at
8 his request. You can, of course, get it.

9 COMMISSIONER PARDO: I want to make sure I get that also.

10 VICE-CHAIR MILLER-ANDERSON: And then regarding the grant
11 writing for Langton and Associates, the professional fee for
12 grant consulting services, rendered to Riviera Beach CRA for
13 March 2016. For the grant writer, do they just get paid the
14 flat fee and they may or may not get any grants awarded to us?
15 Or are they paid based on a percentage of the amount that they
16 bring in?

17 EXECUTIVE DIRECTOR BROWN: We negotiated a monthly retainer
18 and a responsibility that they have to on average do or research
19 a minimum of -- what number, please?

20 MR. EVANS: At least a grant a month.

21 MS. JENKINS: At least a grant a month.

22 VICE-CHAIR MILLER-ANDERSON: Regardless of the size of the
23 grant? They will get paid 5,000 if they bring in a \$5,000
24 grant?

25 EXECUTIVE DIRECTOR BROWN: Well, the performance is that we

1 want them to apply for all grants that we think that we are
2 competitive for. And what we provide as part of the backup are
3 the grants that they've completed, and the outcome of the grants
4 that they've researched and have determined either we don't have
5 enough time to apply or that the project we had intended is not
6 qualified under the requirements of the grant to be competitive.

7 I think in total they have applied for nearly 1.5 million
8 in total grants in the nine months that they've been with us.
9 For example, we were -- we came out of the -- a good example of
10 what they can't control is the agriculture commissioner and the
11 department had recommended like a \$400,000 grant for our public
12 market; and it ranked like sixth or seventh on the list. And
13 instead of the legislature going from the top down, they pick
14 and choose what to fund. And even though we met with the
15 agriculture commissioner and with his staff and explained the
16 public market and the marina development, and came out of the
17 department with the recommendation for funding, the committee
18 cherry picked what to fund and didn't do it so --

19 VICE-CHAIR MILLER-ANDERSON: Right. I understand that
20 part. And my question is -- like I'm looking at the report here
21 and somewhere around 14 grants, I guess, were written; and out
22 of the 14 only one, which was not going to probably come into
23 fruition until 2017. My question is: Being that we're paying
24 \$5,000 a month, there's no expectation that, you know, if you
25 get 5,000, we need to have at least 500,000 a month in order to

1 pay that 5,000. You know, if you're saying we already got into
2 a contract with this person, and that was the original deal,
3 when will that contract expire?

4 EXECUTIVE DIRECTOR BROWN: No, there is an expectation; and
5 the expectation is based on the number of grants we expect them
6 to write per month. And I thought the number was greater than
7 one.

8 VICE-CHAIR MILLER-ANDERSON: Right. So the number of
9 grants to write, but not necessarily bring in the money?

10 EXECUTIVE DIRECTOR BROWN: You know, no qualified grant
11 writer is going to write a grant on contingency because most
12 programs don't allow you to pay from the grant source. So the
13 quality of it, and as you review the report each month, is to
14 look at the variety of grant applications that we applied for.
15 So I would say look at the monthly report, the monthly grant
16 writing tracking report, and do you feel that we are aggressive
17 enough in funding or trying to find funding for the programs
18 that you have allocated as a priority.

19 VICE-CHAIR MILLER-ANDERSON: I don't think that's the issue
20 in terms of trying to see if the person is going after grants.
21 Clearly they're going after grants. But somewhere within the
22 grant writing may be an issue if we're not getting them. I
23 don't know why we're not winning them. And I'm sure we don't
24 win every one of them. But, you know, the track record needs to
25 be a little better than one out of fourteen if we're going to be

1 paying them 5,000 a month each month.

2 I mean that's something that I would like to talk a little
3 more about later on in terms of what the expectations are,
4 because I do know there are some companies that pay people based
5 on the amount of money that they bring in. And I mean you don't
6 have to work very hard if you know you're going to be guaranteed
7 to get \$5,000 a month whether you bring in the money or not. So
8 that was just a question and that's something I'll, you know,
9 address later. But when does this contract expire?

10 EXECUTIVE DIRECTOR BROWN: When does this contract expire?

11 MS. JENKINS: It's a professional services contract. I
12 think the renewal comes up in September.

13 CHAIR DAVIS: Well, let's keep in mind, Councilwoman
14 Anderson, that any of these contracts as we move forward, for
15 those professional services, reviewing during budget time we can
16 stop those contracts at any given time or cancel them with the
17 proper notice if need be. So just keep in mind we may not need
18 to wait that long if that becomes a priority by this entire
19 board one way or another.

20 Any other questions by any members of the board?

21 COMMISSIONER HUBBARD: One question.

22 CHAIR DAVIS: Councilwoman Hubbard, go ahead.

23 COMMISSIONER HUBBARD: I want to find out what type of
24 change order Gilbane would possibly have to submit based on, you
25 know, the service that they provide, why would there be a change

1 order ever?

2 EXECUTIVE DIRECTOR BROWN: Primarily associated with the
3 extension of time. So there were reasons not controlled by
4 Gilbane or Weitz, that even on the initial contract, going back
5 to the electrical service, caused the time to be extended by 90
6 days. And so the contract that we negotiated with Gilbane as
7 our owner's representative was extended past the construction
8 date that we expected Weitz to be complete. And so as we made
9 change orders that extended the amount of construction time
10 period, there was a correlation to having to extend Gilbane's
11 time because they are the ones who review all invoices,
12 negotiate on our behalf for defects and other issues, to make
13 sure that when we submit a pay application to you that Gilbane
14 has represented us and they've been our eyes on the job; and to
15 make sure that what we're asked to pay, or whatever other change
16 order, has been properly delivered. So their -- short answer is
17 their change order -- it was a \$35,000 a month contract. And so
18 when the construction time period changed with different change
19 orders for Weitz, it also affected the Gilbane contract.

20 COMMISSIONER HUBBARD: I see.

21 CHAIR DAVIS: Will that be all? Any other questions from
22 any members of the board?

23 Do we have a motion to ratify this item?

24 VICE-CHAIR MILLER-ANDERSON: So moved.

25 COMMISSIONER DAVIS JOHNSON: Second.

1 CHAIR DAVIS: Madam Clerk.

2 (Item number 4. Motion passed with a unanimous vote.)

3 CHAIR DAVIS: Item number 5.

4 EXECUTIVE DIRECTOR BROWN: Mr. Chair, item number 5, again
5 we did not have a meeting in May so you'll see some of the same
6 vendors that are listed; and we present the report for
7 ratification and we're prepared to answer any questions you
8 have.

9 CHAIR DAVIS: Any questions by any members of the board?

10 VICE-CHAIR MILLER-ANDERSON: It just would be the same
11 questions that I had before.

12 CHAIR DAVIS: Madam clerk.

13 COMMISSIONER PARDO: So moved.

14 VICE-CHAIR MILLER-ANDERSON: Second.

15 (Item number 5. Motion passed with a unanimous vote.)

16 CHAIR DAVIS: Item number 6.

17 EXECUTIVE DIRECTOR BROWN: Item number 6 is before you.

18 We're requesting authorization, approval of the invoices so that
19 we can pay -- you will notice in Gilbane that once -- well, we
20 negotiated the change order; as we were looking at the close out
21 period, we were able to negotiate the amount from 35,000 to
22 17,000, to sort of reflect the fact that they are spending less
23 time as we do the build out.

24 We answered the questions for Langton and Associates. And
25 monthly you'll see the O'Donnell Agency and the Pittman Law

1 Group.

2 The Pittman Law Group is somewhat similar to Langton and
3 Associates, that they -- we pay a monthly retainer; and the
4 qualifications is, are they aggressive in representing our
5 interests and, you know, providing quality representation,
6 whether they're writing a grant or representing us in
7 Tallahassee. And in both cases we think we have very qualified
8 professionals.

9 CHAIR DAVIS: Any questions from any members of the board?
10 Madam Clerk.

11 COMMISSIONER PARDO: There's no motion.

12 VICE-CHAIR MILLER-ANDERSON: So moved.

13 COMMISSIONER DAVIS JOHNSON: Second.

14 (Item number 6. Motion passed with a unanimous vote.)

15 CHAIR DAVIS: Item number 7.

16 We have one comment card on that item.

17 MR. HAYGOOD: Do you want me to read it first?

18 CHAIR DAVIS: Yes, sir.

19 (Resolution read by Mr. Haygood.)

20 CHAIR DAVIS: Do we have a motion?

21 VICE-CHAIR MILLER-ANDERSON: So moved.

22 COMMISSIONER DAVIS JOHNSON: Second.

23 CHAIR DAVIS: Ms. Bonnie Larson.

24 MS. LARSON: Bonnie Larson.

25 This is a several year contract so, thank you, Ms. Hubbard,

1 for making the suggestion that we don't get into any long-term
2 contracts because that will go into the next budget.

3 This is an IT company consultant. We had a company before
4 them. But then the CRA decided that was a very cumbersome, it
5 was really hard to work with, the cloud storage wasn't big
6 enough. You always have to enlarge your cloud storage. And
7 there were cloud storage fees. Everybody has cloud storage
8 fees. But I'm wondering like if we pick that company before
9 they're now suggesting Constant Computing, who picked that
10 company that now we figure out they're so terrible we have to
11 replace them with someone else? Who picked that company? And
12 who is interviewing this company? So we don't get into the same
13 situation.

14 Some of the things in the contract were that they would be
15 taking care of our equipment. Some of the things I remember
16 were printers and scanners and things. But those are items we
17 buy from somebody else and they're under warranty; so we can't
18 have some other company coming in and working on them, that will
19 void our warranties.

20 It also said they would be taking care of the brand new
21 audio equipment at the Event Center. Again, they can't do that,
22 because if they touch that equipment we have no warranty on it.
23 So there are just a lot of things in there that I can't see them
24 doing.

25 There was also here another thing. This is -- if you go to

1 the page which says resolution, page number one, we're not
2 reading -- I'm always saying that, but we're not reading our
3 documents before they come to you. These should be read and
4 re-read and it should come to you in perfect condition. Listen
5 to this: The consultant desires to enter into new agreement
6 through the fiscal year 2016 through 200107. Total annual
7 compensation not to exceed \$40,000 for fiscal year 2015 to 2016.
8 Okay. Now we're in different years again. And \$60,000, 2016 to
9 2017, for fiscal year 2016-2017. No. We need to decide what's
10 going on here. And when I read further it said the \$40,000 was
11 until the end of this fiscal year. When does the fiscal year
12 end?

13 COMMISSIONER PARDO: September 30th.

14 CHAIR DAVIS: September.

15 MS. LARSON: Okay. So we're in June. June, July,
16 August -- so in four months they'll get not to exceed \$40,000.
17 But then for the next fiscal year it says \$60,000. It doesn't
18 say not to exceed \$60,000.

19 But these years are all screwed up in here. So like I
20 said, someone really, really needs to read these things.

21 Okay. That's it.

22 Read the documents. Correct them. And figure out not to
23 exceed 60, or will they get 60. And what are the years on this
24 thing? And why are we doing it for a couple years? You may
25 want to reconsider that tonight.

1 VICE CHAIR: Thank you, Ms. Larson.

2 Mr. Brown.

3 EXECUTIVE DIRECTOR BROWN: Well, she caught a typo in one
4 and an inconsistency in the other. You'd always want to defer
5 to the resolution, which is what you're approving. In my
6 briefing book I don't have a copy of the resolution in order to
7 clarify that, so I'm going to ask Mr. Haygood to --

8 MR. HAYGOOD: It's a whereas. And as I read the whereas:
9 Whereas the Consultant and the Agency desire to enter into a new
10 a new agreement for the fiscal year 2016-2017 -- there was a
11 typo; 2107 should be 2017 -- total annual compensation not to
12 exceed \$40,000 for fiscal year 2015-2016; and \$60,000,
13 2016-2017.

14 COMMISSIONER HUBBARD: That still doesn't make any sense.

15 CHAIR DAVIS: Hold on. Please explain yourself.

16 MR. HAYGOOD: It's \$40,000 for the rest of this year; and
17 then \$60,000 for the fiscal year 2016-2017, which starts in
18 October 1.

19 VICE-CHAIR MILLER-ANDERSON: You say for fiscal year
20 2016-2017?

21 CHAIR DAVIS: Councilwoman Hubbard, did he answer your
22 question?

23 COMMISSIONER HUBBARD: Okay. So if you got \$40,000 that's
24 left to be expended for the rest of this fiscal year alone; and
25 you got \$60,000 for a whole full fiscal year, that just doesn't

1 seem right.

2 MR. HAYGOOD: I can't justify the numbers.

3 CHAIR DAVIS: Mr. Brown, can you explain that?

4 COMMISSIONER HUBBARD: Okay. That's why it doesn't make
5 any sense, the justification of the numbers.

6 EXECUTIVE DIRECTOR BROWN: I think the clarification is, is
7 this a two-year contract or three?

8 MR. HAYGOOD: It is a one and a half year contract, as I
9 understand it.

10 So if the 40,000 was to cover for the rest of this fiscal
11 year; and then you have \$60,000 to cover the next fiscal year,
12 now why in fact do they need 40 for these next few months?

13 EXECUTIVE DIRECTOR BROWN: So I guess -- I think the
14 confusion is because then it repeats for fiscal year 2016 --
15 2017; so one could assume, were we thinking that it would be
16 \$60,000 for fiscal year '17 and fiscal year '18 --

17 MR. HAYGOOD: No.

18 EXECUTIVE DIRECTOR BROWN: So then the clarity is it's a
19 two-year contract; for the remainder of this fiscal year,
20 40,000; and 60,000 for next year, period.

21 COMMISSIONER HUBBARD: Again, you repeated it perfectly but
22 you didn't answer the question. The question is: If you've got
23 60,000 for a full fiscal year, why would we have 40,000 for a
24 partial year?

25 THE CLERK: The 40,000 is being requested so we can install

1 the server as well as the other IT services over at the Event
2 Center. Also we need to bring over the marina operations person
3 over at the Event Center. So it's just to get the Event Center
4 up and running with a new server; and also have that server
5 communicate with the CRA server and the Clean and Safe server.
6 It's the brain, the Event Center.

7 COMMISSIONER HUBBARD: That makes sense. Bring in the
8 equipment. That makes sense.

9 But those are the questions that we have to ask when the
10 numbers don't add up; they have to be justified.

11 CHAIR DAVIS: Any other questions from any board members?

12 VICE-CHAIR MILLER-ANDERSON: Yes. So what will be the
13 total contract amount for the full 2015-'16? What was spent
14 prior to this 40,000?

15 THE CLERK: 24 and some change.

16 VICE-CHAIR MILLER-ANDERSON: So it's about 64,000 for
17 '15-'16 and 60,000 for 2016-'17?

18 CHAIR DAVIS: Sounds like we got a little bang for our
19 buck.

20 MR. HAYGOOD: I will remind the board it's a not to exceed
21 number.

22 CHAIR DAVIS: Any other questions?

23 Ms. Hatcher, go ahead.

24 EXECUTIVE DIRECTOR BROWN: I just saw Ms. Miller-Anderson
25 with her notes. So for this fiscal year it's up to 40,000. So

1 that's an increase of about 16,000, to get through the end of
2 the fiscal year? So the contract amount --

3 MR. HAYGOOD: That wasn't my understanding.

4 VICE-CHAIR MILLER-ANDERSON: That's not what that says
5 either.

6 MR. HAYGOOD: It's my understanding it's 40,000 additional
7 dollars for this fiscal year.

8 EXECUTIVE DIRECTOR BROWN: Okay.

9 CHAIR DAVIS: Tacked onto the 24,000.

10 VICE-CHAIR MILLER-ANDERSON: So it was a total of 64,000.

11 CHAIR DAVIS: But some services that were provided this
12 year are not provided next year as they transfer over.

13 Any more questions, board members?

14 THE CLERK: Also the consultant is here if the board has
15 any questions.

16 CHAIR DAVIS: Would anyone like to ask the consultant any
17 questions?

18 No, Ms. Larson, you can wait until public comment and you
19 can address that at the end.

20 We'll make the corrections. Thank you.

21 Madam Clerk.

22 (Motion carries, with Vice-Chair Miller-Anderson dissenting.)

23 CHAIR DAVIS: Okay. Now, item number 10.

24 EXECUTIVE DIRECTOR BROWN: I'm going to ask my Director of
25 Planning and Development to come forward to give a presentation

1 on item number 10.

2 What we have typically provided under the matter of consent
3 is the Gilbane report that shows the progress to date on the
4 construction. What we've done for you this time is we've taken
5 the Gilbane report and we've put together a summary document of
6 our economic inclusion goals.

7 As you know, as this project started you set forth some
8 ambitious goals for utilizing local companies, for working with
9 minority and women-owned businesses, and for participating with
10 programs -- or contractors that were using various
11 apprenticeship programs that had been approved by the City.

12 As we're finishing up and wrapping up this project, we're
13 excited about the fact that your vision for economic inclusion
14 in most cases, in all cases, was exceeded.

15 For our newest members, we started this project with the
16 vision for economic inclusion. In the competition with the
17 construction managers, we wanted to make sure that it was going
18 to be a competition with the primes and not so much who had the
19 better relationship with the minority businesses. And so we
20 think that we were one of the first entities in Palm Beach
21 County that indicated that any minority firm could be with as
22 many prime contractors as they saw fit. And several took
23 advantage of being on multiple projects. And so that helped
24 ensure that there was active local participation.

25 And then even with the selection of Weitz, Clear Span and

1 the Weitz, Stephenson Construction Company, it was a joint
2 venture among three firms, that had shown at the ownership
3 level -- I'm doing this from memory now -- at least 35% of
4 minority ownership, and maybe even larger when they included
5 minority and local ownership. But then they realized, on
6 themselves, that they realized that even though Clear Span was
7 local and Stephenson was a regional based firm, minority owned,
8 that their team lacked any local contractors. And so they came,
9 listening to many members of this board, they invited four
10 black-owned businesses to be part of the joint venture in what
11 was created as a construction management apprenticeship program,
12 and they were also given ownership.

13 And what I know is that the fees that were earned by the
14 joint venture, 51% of the fees were paid to either a combination
15 of local and minority-owned firms. And so though Weitz being
16 the prime served as the lead, that their partners took the
17 majority of the fees, which was a strong indication of their
18 commitment to your vision for economic inclusion.

19 And a lot of the work that Gilbane did was to make sure
20 that the firms that were participating in the apprenticeship
21 program, that we got documentation that they lived in Riviera
22 Beach, to document the number of residents who were part of the
23 apprenticeship program, where your ordinance allowed us to pay
24 more money in order to do that. And I think we were the first
25 agency slash department to implement the City's apprenticeship

1 program. And so when the City goes to do it for their project
2 we certainly have a lot of things that we can share with them on
3 how to improve it, manage it, and do it. So we were honored to
4 be the first to implement.

5 And we're reporting to you there were 38 apprentices, of
6 which 17 were documented and logged as being Riviera Beach
7 residents that reported 8,000 wage hours.

8 The small business participation, I think the original
9 goal -- if someone could tell me what the goal was?

10 MR. EVANS: 30%.

11 EXECUTIVE DIRECTOR BROWN: Okay. For small business
12 participation you had to be registered with one of the local
13 agencies. We documented that 47% of the contracts were to small
14 business enterprises.

15 Minority and women business enterprises, the goal was?

16 MR. EVANS: 15%.

17 CHAIR DAVIS: 15%. And we exceeded that goal at 19.5.

18 Local participation, if I'm recalling, was 18%. Local
19 participation was 18%; and this is the one we hit out of the
20 park. And local was defined as Riviera Beach based. Not Palm
21 Beach County but Riviera Beach based. And so nearly 31% of the
22 contracts were awarded to businesses located in Riviera Beach.

23 And I think this is a breakdown of the firms that were
24 local, that were awarded a variety of contracts. And I'm sure
25 many of these names you know.

1 Mr. Evans, was there anything you wanted to add?

2 MR. EVANS: That's everything.

3 EXECUTIVE DIRECTOR BROWN: I think we have the joint
4 venture team and Gilbane represented. Maybe I'll ask both Jim
5 and Joe if you'd like to add anything to the presentation, to
6 the work you've done, and where we need to go from here? Don't
7 be shy, guys.

8 MR. SANCHEZ: Thanks, Tony.

9 Joseph Sanchez. I'm president of Stephenson Construction.
10 I just want to say thank you for the opportunity for us to
11 participate in this project.

12 We are the largest African-American owned contractor in the
13 State of Florida. We have offices in Palm Beach, Miami-Dade,
14 and Broward County. We employ about 50 employees. And we take
15 great pride in working with local small minority businesses and
16 make sure they have opportunity to participate in each of our
17 projects.

18 On this particular project, as Mr. Brown said, we started
19 out with a tri-venture with Weitz having 70% of the contract,
20 Stephenson having 15% of the joint venture, and Clear Span
21 Structures, which is a firm which has an office right on --
22 right down the block here on Blue Heron, a local Riviera Beach
23 firm. So we started with that tri-venture. And as Mr. Brown
24 pointed out, we invited four other firms to be part of the
25 project. And Weitz generously gave up 10% of their share of the

1 project to get them involved and make sure that they were
2 participating. And they were located in the construction
3 trailer almost every day, learning how to run a project from a
4 construction management point of view. We think that they got a
5 good value out of that and hopefully they'll be able to move
6 their companies along.

7 As you see, one of those companies, All-Site, is already
8 doing significant projects; and others we hope will be doing
9 significant projects in the future as well. Thank you.

10 CHAIR DAVIS: How did the others do?

11 MR. SANCHEZ: The others being the other three firms that
12 participated?

13 CHAIR DAVIS: Yes, sir.

14 MR. SANCHEZ: They're continuing to try to grow their
15 businesses. You know, it's definitely a hard road to hoe when
16 you're trying to develop your business. In government work you
17 have to have bonding. So Ezra, which is All-Site, was able to
18 get bonding so he's able to get bigger projects. Some of the
19 other firms haven't been able to achieve that yet and are still
20 working on that.

21 EXECUTIVE DIRECTOR BROWN: But, Mr. Davis, what I will say
22 I can speak to those firms that are doing business with some
23 aspect of the CRA. As you know, All-Site was pretty much the
24 lead contractor in Riviera Beach Heights, they did the linear
25 park, the sidewalks, and the community garden, and they were the

1 prime for it.

2 Newbold Construction has been very active in our
3 Neighborhood Renaissance Program, doing a number of rehab
4 projects through that program. And so they have -- and I've
5 talked to all of them; and they've talked about the experience
6 and being able to manage a job with the size and scale of what
7 happened at the marina. And I think if you know all of them, if
8 you talk to all of them, they'll tell you know how value added
9 it was for them to learn and to observe -- in some cases they
10 knew what to do -- but just to see Weitz' means and methods.

11 MR. WELLS: And maybe if I can just comment on that,
12 Chairperson. For Weitz, we definitely have gained new partners
13 out of this relationship. Specifically All-Site is working on
14 the Palm Beach County parking structure with us, which is a 45
15 million dollar project. And then JD Anderson has pursued
16 several projects with us, with the County, several. They've
17 done one with us, which unfortunately we weren't successful; and
18 we're going forward with another, so we're hoping that we'll
19 have some success there. So they have proven, you know, they
20 are really in business to be a business, and we look forward to
21 continuing our relationship with them. So we've definitely
22 gained long-term partners out of this relationship as well.

23 CHAIR DAVIS: Thank you.

24 And thank you for supporting the movie night.

25 Any members of the board have any questions or concerns

1 regarding this matter?

2 COMMISSIONER HUBBARD: Just, I'm glad that we had four
3 local contractors that were -- well, we had more than four local
4 contractors that were able, but I mean from the construction
5 endpoint of it.

6 What I would like to say is that equity participation in
7 structuring these deals, when we're talking, you know, three
8 hundred and -- as the Business Journal boasts, this will be a
9 375 million dollar project. But when we talk real numbers and
10 you have four general contractors -- when I say contractors, I
11 mean in the construction industry -- splitting \$300,000, we have
12 to -- we have to look and say that our participation needs to
13 reflect more of the community.

14 When you have a project like a two-story project down at
15 the marina, where it's not skyscrapers and things of that sort,
16 those are the type of projects that we can bring in equity
17 participation on; not just apprenticeships or not just that
18 amount of money.

19 I'm sure the gentlemen or the companies, or the presidents
20 of those companies were quite grateful for the opportunity to be
21 a part of it; but still again I'll say, and I'll also say, that
22 when you're talking about spending that kind of money then the
23 representation has to be there for all of the community. We
24 have a lot of businesses in Riviera Beach, as we see. But for
25 minority-owned businesses there were like four that split

1 \$300,000; and that, that shouldn't be how we structure deals.

2 I know government, federal, state, county, they say come
3 back with 15%, local 30%. I don't think our procurement
4 department, be it the CRA or City, should ever send out another
5 document that looks like that, that say we get 30% of anything.

6 CHAIR DAVIS: And those are things that I'm sure that this
7 board will address as we get into our workshop phase.

8 Thank you.

9 Now I'm thinking that we should go ahead and go to public
10 comments before it gets late; and then we'll proceed with the
11 rest of the report.

12 Do we need a motion to -- we don't need to ratify that?
13 It's just a report, correct?

14 MR. HAYGOOD: Yeah, just a report.

15 CHAIR DAVIS: Okay. So now we're going to go to public
16 comment.

17 Please be reminded that the CRA Board of Commissioners has
18 adopted a set of rules of decorum governing public conduct
19 during official meetings, which has been posted at the entrance
20 of the council chambers. In an effort to preserve order, if any
21 of the rules are not adhered to, the Commission Chair may have
22 any disruptive speaker removed from the podium, from the meeting
23 and/or the building, if necessary. Please, please, govern
24 yourselves accordingly.

25 First person will be Ms. Bonnie Larson.

1 MS. LARSON: Bonnie Larson.

2 First I want to go back to item number 7 which was that
3 Constant Computing. I should have read further into the
4 document, the resolution. And if we want to look like a
5 professional city we have to read these documents. These are
6 legal documents. We need to read them. There can't be a typo.
7 There can't be a -- some of these -- they're not even sentences,
8 they're just words thrown together. We can't produce documents
9 like that.

10 So going down, I read part of the resolution where we were
11 talking about Constant Computing. Section one says the agency
12 approves the contract with Constant Computing. All right.
13 That's section one. Section two, same resolution, then they're
14 talking about here an option agreement by and between the CRA
15 and Inner-City Youth Golfers Association. What the heck? Those
16 are two totally separate issues on the agenda. What are they
17 doing together in one resolution?

18 Nobody is reading these things. And I'm going to keep
19 harping on it. So, you know, let's change that, let's read
20 things.

21 Tonight we talked about having food at Bicentennial Park.
22 And I agree with that, we do need something. But when I think
23 of food trucks, I think of the fair and all those people rushing
24 in there with their greasy food and things like that. We're
25 trying to teach kids in Riviera Beach to eat healthy. Food

1 trucks coming in, that's a little -- I don't believe that's the
2 way to go. We need food, but not food trucks. Can we have a
3 catering company or something come in there?

4 The food trucks are going to be driving up on the grass.
5 The kids are going to be throwing their wrappers everywhere.
6 It's going to be a huge mess. Let's do something a little more
7 upscale than food trucks. And let's concentrate on the
8 restaurants down there.

9 Who have we contacted in the way of restaurants to come in
10 here? We have prime waterfront property.

11 I believe the way to go is we build the building and then
12 we rent it to a restaurant. We will always then own that
13 building. We can throw them out if we don't like them. They
14 can rent for as long as they want. And they will be much more
15 amenable to coming down to the marina. It's waterfront
16 property. We build it. They rent from us. Let's look at that.
17 Because it's just not working.

18 We had a charrette years ago with Treasure Coast; and one
19 of the pictures they kept showing us and showing us was how
20 beautiful US 1 would look without the overhead lines, overhead
21 utility and phone lines, et cetera. So it was decided by
22 somebody that the south end of Broadway would be done first. So
23 we hired a consultant; we put aside the money to do that
24 underground wiring. Then a year or two -- haven't seen it yet.

25 Then a year or two ago we hired someone to do the study for

1 the area north of Blue Heron; and we put money aside for that.
2 We still have our old utility lines up there. And that was the
3 thing that Treasure Coast kept pressing and pressing, look how
4 much better this is going to look with that.

5 We haven't even started the south end. When are we going
6 to do it? This has been years now. Put the money aside.
7 Nothing done.

8 Up by the Welcome to Riviera Beach sign, that fence up
9 there, the chain link fence, is still all broken up; it looks
10 like a truck ran into it. That's been many years. Welcome to
11 Riviera Beach. It's not good.

12 Thank you.

13 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Larson.

14 Next we have Willis Williams.

15 MR. WILLIAMS: Good evening. Willis Williams, Riviera
16 Beach.

17 Since we're working with the marina, I've got a concern.
18 The company that we just leased the marina out to, they're going
19 to be a part of these meetings when we do the CRA and discussing
20 the marina? Are they going to have privilege to come in and sit
21 down so that we can be able to discuss and find out what's going
22 on with their operation? Number one.

23 Number two is, I'm still harping on why -- I guess I have
24 to do this more on the City side -- why is Ed Legue is still
25 participating in the transition at the marina when we hired a

1 marina -- people who has more experience than Ed Legue in one
2 thumb; and we want him to be down there during the transition.
3 Now I really have a problem with that.

4 I was told that he was working in the Finance Department.
5 Now I'm hearing that he was moved to Public Works. And this
6 morning I saw him leaving the building on Port Road, the Human
7 Resources building, so he's working out of there now.

8 I don't know why they're trying to hide this individual, or
9 why they keep shoving him around; but I think we need to really
10 find out what's going on with that situation.

11 Ms. Jones told me sometime a year or so ago that whenever
12 that transition would take place, that Mr. Legue would move just
13 like the rest of the employees. That has not happened. So I
14 would like to see that corrected, find out what's going on.

15 I also gave each one of you individuals a photo album this
16 afternoon in reference to some catering service that could be
17 done at the marina. I'd appreciate you taking a look at that
18 and get back with me; or get back with Scott, who has encouraged
19 me to make sure I get this stuff in.

20 And just make sure that we, you know, are going in the
21 right direction with the marina. And these workshops and
22 retreats are going to be very essential to our planning on what
23 we need to do.

24 Thank you.

25 VICE-CHAIR MILLER-ANDERSON: Thank you, Mr. Williams.

1 Margaret Shepherd.

2 MS. SHEPHERD: Margaret Shepherd, Riviera Beach.

3 Mr. Brown, you -- I think Mrs. Hubbard kind of touched on
4 it a little bit about Spanish Court. And I think you said
5 there's going to be parking. You guys were talking back and
6 forth. Maybe you can elaborate on that a little bit more.
7 Because I know you said the tree was still there, and the
8 waterfall was still there. And how would that encompass the
9 parking or -- you know, I don't really get the plan. But if you
10 could talk a little bit more about that.

11 And All-Site Construction, I'm glad the gentleman brought
12 it up or someone brought it up that -- I was trying to wonder
13 why is he the only one that's getting all the bids. I'm not
14 sure, but he said something about the bonding. Is he the only
15 one that has bonding here in the City? Because I see, you know,
16 I see his signs, and I was just wondering. So maybe you guys
17 can talk a little bit more about that. That's the first time I
18 ever heard an explanation.

19 Because it was someone that I think was over at the marina,
20 and they told me that they worked -- I'm not sure how it went,
21 but that he only made \$89,000. And when he said it, I said it
22 again, \$89,000? And he said yes. So I want to go back and ask
23 him again, maybe he can -- but if that's all he made over at the
24 marina, I have some real question marks about why a resident of
25 Riviera Beach -- I'm sure there's an explanation. I just can't

1 get it in my head that none of the real people that live in
2 Riviera Beach made any money off of this project. It's just not
3 sticking. But I'm sure you guys have explanations for it.

4 One more thing. You said you paid \$5,000 for a grant
5 writer. So how did they get this money? I mean who is paying
6 the grant money? Where does this money come from? How are we
7 paying this?

8 I think you guys need to be a little bit more specific. I
9 know this is a new board. I think we need just a little bit
10 more answers. I'm glad I came out tonight.

11 But we need a little bit more clarity as we go into the
12 next budget year. Where is all this money coming from? How is
13 it spent? Because I'm not getting it. I don't think I'm really
14 getting it.

15 And with that, you know, our detective is leaving,
16 Detective Elwood, who has been a great part of this city, at a
17 city council meeting and in the chamber. I'm very sad to see
18 him leaving. He's been a great source for us. He has kept calm
19 into the chamber. I don't know who they're going to get, but I
20 hope they get someone just like Detective Elwood. Such a
21 gentleman.

22 I asked him was he counting the days, the minutes, the
23 hours, and he start smiling. Because he never smiles. And he
24 said, yes, I am, the minutes, the months, the days.

25 So thank you for being such a great detective, a great

1 officer here in the great City of Riviera Beach. And from the
2 City, if nobody say nothing about him, thank you for being our
3 officer. Thank you.

4 VICE-CHAIR MILLER-ANDERSON: Thank you, Ms. Shepherd. He's
5 actually smiling right now.

6 Mr. Fane Lozman.

7 MR. LOZMAN: Fane Lozman.

8 Today is a great day in the history of Riviera Beach. This
9 afternoon the state attorney issued an arrest notice to appear
10 for Bruce Guyton.

11 Bruce Guyton. The probable cause affidavit said the
12 following: The public corruption unit of the office of the
13 State Attorney received a complaint filed by Fane Lozman
14 alleging that a Florida Sunshine violation had been committed by
15 the City of Riviera Beach, Council Members Bruce Guyton and
16 Cedrick Thomas. The violation came to light on June 3rd, 2015,
17 at a regularly scheduled City of Riviera Beach Council meeting,
18 when seated Council Member Guyton made the comment, I don't want
19 to speak for Mr. Thomas but he's considering engaging in some
20 other things and his plate is full, and he's on the Metropolitan
21 Planning Organization, and I'm a transit planner, and when I'm
22 speaking to him, I asked if his plate was full, would he be so
23 kind to allow me to step in next month on the Metropolitan
24 Planning Organization. And I would like for the council to
25 allow me to serve the City on the MPO since I do work as a

1 transit planner now. Guyton continued to persuade council to
2 vote on his appointment to the MPO, which later in the same
3 meeting voted to replace Thomas with Guyton.

4 I attempted -- this is the detective: I attempted to reach
5 both council members to obtain a statement but attorneys were
6 retained by both and neither would provide a statement.

7 A subpoena was issued in limited use, and derivative
8 immunity was given to Thomas. Thomas gave a statement where he
9 admitted violating the Florida Sunshine Law by having a private
10 conversation with Guyton about official business having to do
11 with an appointment to a board.

12 Council Member Thomas, who was the current MPO
13 representative for the City at the time of the meeting confirmed
14 that he had the private conversation with Guyton about Guyton's
15 request to be appointed to the MPO board.

16 Thomas stated that Guyton told him that he needed to be an
17 MPO representative and insinuated that he had issues with his
18 job and that being the representative would put him in a better
19 position with the job so he could be more involved and
20 articulate on certain matters regarding transportation issues.

21 Thomas said that he told Guyton he would get off as
22 representative but not right away. Guyton, not wanting to wait
23 for Thomas, unexpectedly brought the matter up to the council,
24 stating that he spoke to Thomas about allowing him to step in on
25 the MPO, thus taking Thomas by surprise.

1 Thomas said it wasn't the smartest thing for Guyton to do;
2 after I got over being stunned that this was even happening, I
3 was not going to say anything because I don't think that by
4 saying anything the situation would have gotten any better.

5 Thomas added he knew all appointments to boards would be
6 done at public meetings and he knew that the appointment had to
7 be voted on by the council members.

8 My investigation concludes that Council Members Thomas and
9 Guyton violated the Florida Sunshine Law by meeting in private
10 to discuss the official business of getting Guyton appointed to
11 the MPO in place of Thomas. This is a violation of Florida
12 Statute 286.011 which requires that all formal actions of a
13 commission be accomplished only at public meetings that are
14 noted in advance.

15 Guyton was charged with a second class misdemeanor for
16 violating the Florida Sunshine Law.

17 This is a very big deal, because this is the first time we
18 have seen two elected officials violate the Sunshine, where the
19 state attorney has come in and is going to prosecute one of
20 them.

21 Now they gave immunity --

22 VICE-CHAIR MILLER-ANDERSON: Mr. Lozman, your time is up.

23 MR. LOZMAN: Just one second.

24 They gave immunity to Cedrick Thomas --

25 VICE-CHAIR MILLER-ANDERSON: We need you to stop,

1 Mr. Lozman.

2 MR. LOZMAN: Cedrick Thomas is a police officer who has
3 broken the law.

4 VICE-CHAIR MILLER-ANDERSON: Mr. Lozman, your time is up so
5 I need for you to have a seat. Your time is up. Okay?

6 MR. LOZMAN: I'm just saying we have a police officer who
7 broke the law, who should not be on the council -- I'm just
8 saying, Mayor, based on this information --

9 VICE-CHAIR MILLER-ANDERSON: Mr. Lozman, please don't make
10 this more difficult than it needs to be.

11 MR. LOZMAN: Will you just relax? You need to relax.

12 DETECTIVE ELWOOD: No, I don't.

13 MR. LOZMAN: Yes, you do.

14 Can you hand those arrest reports to the six elected
15 officials?

16 VICE-CHAIR MILLER-ANDERSON: We're going to take a five
17 minute recess.

18 (Recess taken.)

19 VICE-CHAIR MILLER-ANDERSON: We're going to go ahead and
20 get back to the agenda. If everyone would please have a seat.
21 And quiet in the audience, please.

22 CHAIR DAVIS: Mr. Brown, we need you up here.

23 VICE-CHAIR MILLER-ANDERSON: We're ready. The meeting is
24 back in session. And I will pass this back over to Mr. Davis.

25 CHAIR DAVIS: As we finish public comment, we have our last

1 public comment card. So please keep in mind we're back into
2 normal meeting, so please address your comments and questions
3 into the microphone. And than you so much for being patient.

4 Next, Ms. Bessie Brown.

5 MS. BESSIE BROWN: Good evening, Council.

6 Bessie Brown. Riviera Beach.

7 I'm here, I'm asking some questions about Mr. Brown -- I
8 just would like to at least find out is Mr. Brown trying to --
9 he has not partnered with any of the developers to finish this
10 park. I think we were supposed to be doing public/private
11 partnerships. And I would love for the council to find out what
12 kind of negotiations is going on about that, because I don't
13 think the City can afford to finish this project by itself.

14 And what kind of revenue are we receiving for the current
15 marina operations and the dock rental? You don't say anything
16 about that. And that project is actually, like Mr. Williams
17 said, it's leased out, it's been leased out for 30 months -- for
18 three months, and then they came back and asked to extend it for
19 six months. And my question was are we still paying the salary
20 of a marina director, when the marina operations is already
21 leased out?

22 I'd like to pick up a copy of the presentation Mr. Brown
23 discussed today, discussed about the budget, his budget
24 presentation.

25 CHAIR DAVIS: On the first item?

1 MS. BESSIE BROWN: Yes. I'd like to have a copy of that.

2 CHAIR DAVIS: There you go.

3 MS. BESSIE BROWN: Thank you.

4 What happened to the company that was contracted to write
5 the policies for the employee that was hired by the CRA? And do
6 we still have that employee? It's been a long time. We hired
7 the man, and then we found out that we had to hire a company to
8 write the policies for him. I really would like to know do we
9 still -- have policies been written? And do we still have that
10 same employee?

11 CHAIR DAVIS: Are you talking policies regarding the CRA
12 or --

13 MS. BESSIE BROWN: No, it was an employee that was just
14 hired; and then we had to contract someone to write the policies
15 for the person that was hired.

16 CHAIR DAVIS: He's no longer with us.

17 MS. BESSIE BROWN: Okay. That's a good thing.

18 And I'd like to know is the current loan 39 million dollars
19 to date that the taxpayers will owe? I would like to know
20 exactly how much that loan is; and if we're going to get any
21 more loans, because I think the last time I heard Mr. Brown
22 talk, he said 39 million dollars.

23 And I think council should request the copies of all
24 contracts and lease agreements that are currently in place, with
25 nothing going on at the marina. We have a lot of things -- we

1 have leased out every project or whatever is going on here; and
2 you all are new, I think you should ask for a copy of all of
3 that.

4 CHAIR DAVIS: Thank you. Mr. Brown, please take
5 Ms. Brown's questions into consideration and get back to her.

6 Next up we have Mr. Tommy Walker.

7 MR. WALKER: Tommy Walker, 1582 West 9th Street, Riviera
8 Beach.

9 I have more just a comment. As I sat and listened to
10 Mr. Brown give that presentation, I want to remind the Council
11 that this is the new Riviera Beach. A lot of those things that
12 were already on that were approved by an old board. So it would
13 do us due diligence just to go back and do exactly like we're
14 doing, one by one, one by one, piece by piece, and narrow this
15 thing down to where we can get back on the right track.

16 I thank you, Mr. Chair, for the way that you are doing
17 this. And I'm sure with our new council, after we get down to
18 it -- don't let nothing slip by, because it might cost us in the
19 long run.

20 I think we're up to 39 million already. Let's keep it at
21 39 million dollars.

22 Go through, when you go through this, this session that
23 we're going to be going through to train -- is it any way -- you
24 all are going to bring that back to us, right, Mr. Chair? Okay.
25 Great. But, yes, there were some things on that that I was very

1 concerned about. So just remember that as Mr. Brown speaks, he
2 said it was already approved, just remember, you didn't approve
3 it; the old board approved that. So keep that in mind.

4 Thank you.

5 CHAIR DAVIS: All right. That was the last public comment
6 card. Did anyone else submit one that I may have missed?

7 Okay. Next we're going to go back to item number 11. Item
8 number 11.

9 EXECUTIVE DIRECTOR BROWN: Similar to the invoices, when we
10 do not meet we continue to pay for invoices. And this
11 represents the pay application number 19 for Weitz. And I
12 forgot this was on, I just excused the guy, so hopefully I'll be
13 able to answer your questions if you have any.

14 CHAIR DAVIS: Do we have any questions by any members of
15 the board for item 11?

16 Hearing none, can we have a motion to ratify item number
17 11?

18 COMMISSIONER PARDO: So moved.

19 COMMISSIONER DAVIS JOHNSON: Second.

20 CHAIR DAVIS: Madam Clerk.

21 (Item number 11. Motion approved, with Vice-Chair
22 Miller-Anderson abstaining.)

23 CHAIR DAVIS: Item number 12.

24 EXECUTIVE DIRECTOR BROWN: Similar to number 11, we're
25 asking for ratification of pay application number 20.

1 CHAIR DAVIS: Any questions for any board members?

2 Madam Clerk.

3 THE CLERK: We need a motion.

4 COMMISSIONER DAVIS JOHNSON: So moved.

5 COMMISSIONER PARDO: Second.

6 CHAIR DAVIS: There's a motion and it's been seconded. I
7 apologize. Second by Councilwoman Pardo. Motion on the floor
8 by Councilwoman Johnson -- Davis Johnson.
9 (Item number 12. Motion approved, with Vice-Chair
10 Miller-Anderson abstaining.)

11 CHAIR DAVIS: Next we have item number 15.
12 (Resolution read by Mr. Haygood.)

13 CHAIR DAVIS: Do we have a motion?

14 COMMISSIONER PARDO: So moved.

15 COMMISSIONER DAVIS JOHNSON: Second.

16 EXECUTIVE DIRECTOR BROWN: Mr. Evans is present to give a
17 presentation on the item.

18 CHAIR DAVIS: Hold on. I do have one public comment.
19 Ms. Bonnie Larson. Just that one.

20 MS. LARSON: Bonnie Larson.

21 Number 15. This item has gone back and forth tonight; put
22 it on, take it off. It is not important.

23 What we don't seem to realize is Viking is no longer our
24 master developer. We don't owe them anything. They keep coming
25 here and asking us and asking us; and we always give in. They

1 give us nothing.

2 Someone talked about parking tonight with regard to this
3 item. This has nothing to do with parking.

4 Now, let's just talk about the resolution first. Accepting
5 the proposal to purchase from Viking, parentheses, buyer, no,
6 Viking is not the buyer here. To purchase from Viking for
7 various properties.

8 Okay. There's a couple properties here on 13th Street
9 which they want because it connects to their other properties.
10 Why do we care?

11 We never talk about Yachtsman. Yachtsman is right in the
12 middle of our marina. That's going to hold up the whole marina.
13 And Riviera Beach refuses to talk about the Yachtsman. We need
14 that property.

15 Sure, we're going to sell them these three, four
16 properties. We don't need to sell these properties. Let's hold
17 onto them. They're on 13th Street. It's a good location.
18 Let's us hold onto them.

19 Why do we cater to Viking? Everything they want, we give
20 them.

21 But they charge us -- last time I heard it was \$111,000 a
22 year we have to pay them to park on that Yachtsman property.
23 Last time I heard, oh, we're going to have it re-appraised
24 again? Right. Because we keep improving on it.

25 This is not a trade. This is a purchase.

1 Like I said, we have other CRA properties which have sat
2 there for years. Case in point: The one on Blue Heron and
3 Avenue F. How many years has that property just been sitting
4 there?

5 We do not need to sell these properties. We have no
6 leverage with Viking at all.

7 And every meeting comes, we lose more and more leverage.

8 We need the Yachtsman. Let's not talk to them about one
9 more thing that they want until we own that Yachtsman property.
10 It's like the pink elephant or the white elephant in the room.
11 No one will talk about the Yachtsman property and why we don't
12 own it; rather than Viking hold onto it, right in the middle of
13 our marina project. But every time they come and want property
14 from us, that's located right next to their property, sure,
15 we'll sell it to you.

16 We don't need to sell this property. We don't need to sell
17 it. Let's hold on to something. We have no leverage
18 whatsoever.

19 And please tell me why we're not talking about the
20 Yachtsman; and why we continue to give them property and we
21 don't own the Yachtsman. Thank you.

22 CHAIR DAVIS: Mr. Evans.

23 MR. EVANS: Good evening, board.

24 Scott Evans, Planning and Development Director.

25 This item was originally created -- on March 9th, the Board

1 of Commissioners approved an exchange agreement, which was a
2 series, a comprehensive series of elements that we had agreed to
3 with Viking that would allow us to address a variety of issues;
4 the main one being parking at the marina; and it also included
5 Viking's agreement to provide easements along Broadway so that
6 we could complete the burial of our overhead utilities.

7 And part of that is it envisioned some of these properties
8 that we are now proposing, this particular element, to sell to
9 Viking. And the CRA advertised these properties. They're
10 located on the north side of 13th Street, just west of Broadway,
11 between Broadway and Avenue E, with one small piece just west of
12 Avenue E.

13 The CRA in accordance with our policies and procedures
14 advertised these properties so that we could solicit offers to
15 sell them. And the Viking responded to the offer, along with
16 another company called North Palm Capital. And Viking offered
17 to purchase these properties for \$426,570; which is
18 approximately \$30 per square foot. North Palm Capital offered
19 approximately \$7.36 per foot, and that came out to \$106,138
20 total. And so that Viking's offer was significantly more than
21 the one by North Palm Capital.

22 And also in accordance with our policies and procedures we
23 had these properties appraised. They appraised at an average
24 between 10 and 12 dollars per square foot. And again, that
25 compared to Viking's offer of \$30 per square foot to purchase

1 them, ended up being a very good value for the agency to sell
2 these properties at that value.

3 The total appraised value of these properties is \$144,000;
4 and the Viking proposal is \$426,000 to purchase them.

5 This shows -- this is from the future parking that we
6 envision that we need at the marina. And it's part of the
7 exchange agreement that was approved by the board in March, that
8 included a lease for these lands that are highlighted. And
9 these lands are located east of Broadway, on the north and south
10 side of 13th Street.

11 So this is the area where we envision the future public
12 market in the long-term build-out. And then these areas would
13 belong to Viking as a part of that agreement. And then we would
14 then lease these under that approved agreement from Viking.

15 So what we propose to do is to utilize the purchase price
16 of \$426,570 to use as rent abatement for that already approved
17 agreement, so that the CRA could then provide surface parking
18 for five years in the marina district. And we absolute 100%
19 need an enormous amount of parking.

20 Long-term we have to have a parking garage. And in the
21 short term we need as much surface parking as we can get.

22 Now it was brought up earlier that Spanish Courts could be
23 used for parking. Couldn't agree more. We need to build a
24 temporary surface parking lot on Spanish Courts. The total
25 Spanish Courts lot, when we maintain the tree that we want to

1 protect, and the fountain, and some of the other landscaping in
2 the area, we can fit about 120 to 130 surface parking spaces;
3 and we need a lot more than that if we're going to build
4 restaurants at the marina.

5 Right now we already know that on a regular weekend every
6 space at the marina is full, including our overflow lot, which
7 is on our public market site, across Avenue C. So once we build
8 more restaurants and start inviting more people to come and
9 visit, the demand for parking is going to go up.

10 So this proposes to use the \$426,000 that Viking has
11 purchased the property for as rent abatement on leasing those
12 lands. And that would provide about 23 months of rent abatement
13 under the agreement that was approved.

14 Mr. Brown, did you want to add anything related to that?

15 EXECUTIVE DIRECTOR BROWN: No, Scott, I think you did
16 great.

17 CHAIR DAVIS: Any questions by any members of the board?

18 COMMISSIONER PARDO: Yes, Mr. Chair.

19 CHAIR DAVIS: Okay. Ms. Pardo.

20 COMMISSIONER PARDO: Okay. First of all, Mr. Brown, I
21 thought -- and obviously I'm wrong. I think -- but I thought
22 those parcels were some of those remnant parcels that we were
23 going to build homes on. Were they ever considered?

24 EXECUTIVE DIRECTOR BROWN: There are some parcels further
25 west on old 13th Street.

1 COMMISSIONER PARDO: No, I'm talking about those parcels
2 right there, four, five and six. We never considered building
3 homes on those parcels?

4 EXECUTIVE DIRECTOR BROWN: We did not.

5 COMMISSIONER PARDO: We did not?

6 EXECUTIVE DIRECTOR BROWN: We did not. Because they would
7 be surrounded by commercial properties.

8 COMMISSIONER PARDO: Though on the other side --

9 EXECUTIVE DIRECTOR BROWN: That's east of Avenue E.

10 COMMISSIONER PARDO: Okay. So just north of those
11 properties, right, so the back yard, wouldn't that face
12 residential?

13 EXECUTIVE DIRECTOR BROWN: No, I think that's all
14 commercial; and I think it's vacant land owned by Viking.

15 COMMISSIONER PARDO: Avenue E is commercial. But then
16 going down 14th Street?

17 EXECUTIVE DIRECTOR BROWN: You only get residential on
18 Avenue E for the most part when you go west on Avenue E.

19 MR. EVANS: The long term, the land use plan for that area
20 is mixed use. And we see it as commercial property. And when
21 it was appraised it was also appraised as commercial property,
22 being as that's a busy intersection.

23 COMMISSIONER PARDO: Okay. And then talk a little about
24 the, about the lease. So if we purchase the property from
25 Viking, Viking would pay us \$426,570. And then in return we

1 would give them the money back and they would allow us to park
2 on their property on 13th Street, east of Broadway?

3 EXECUTIVE DIRECTOR BROWN: And I'm going to ask Mr. Haygood
4 to help clarify some of this for me too.

5 So all of these documents -- and there's also a lease
6 document that has already been executed. And all these
7 documents are held in escrow.

8 And the most significant milestone that needs to be met is
9 the closing of old 13th Street. And so the closing of old 13th
10 Street east of Broadway, and the closing of old 13th Street west
11 of Broadway. And the board previously approved a land swap with
12 Viking that allowed us to get consolidation of the site where we
13 propose to do the public market.

14 So in addition to that Viking -- in negotiations we reached
15 an agreement with Viking where -- and if you show the previous
16 slide, Scott -- where after the swap, that this is the land that
17 Viking owns. And what was -- what's been negotiated is that at
18 the same, nearly at the same rate that we're leasing the
19 Yachtsman site, we're leasing those other two parcels for about
20 the same, and we have a five-year site control to use that land
21 for temporary parking.

22 And at the time they didn't know or we didn't know if they
23 would be the successful bidder. We didn't know if you would
24 even authorize the sale. So it's not contingent on the sale of
25 the real estate, although it does further the redevelopment

1 plan; and that what that does, instead of just taking cash to
2 pay -- if you didn't approve the sale, we still have site
3 control; it's just that after the -- and if you approve the
4 closing of old 13th Street, then we still have site control but
5 then we have to pay rent; as opposed to using the exchange as a
6 credit and to receive a rent abatement for that 23-month period.

7 COMMISSIONER PARDO: All right. But the bottom line is
8 we're still paying for it. You know, it's a matter of how we're
9 paying for it.

10 EXECUTIVE DIRECTOR BROWN: That's true, yes.

11 COMMISSIONER PARDO: So this way we're paying for it by
12 selling land. Right? Okay. So then we could park for five
13 years. But then in return Viking can just continue to sit on
14 their property and have no movement in building or, you know,
15 doing anything else, because now the CRA has tied up their
16 property for five years.

17 MR. HAYGOOD: And they are assembling property to the west
18 of Broadway.

19 COMMISSIONER PARDO: Right. And then old 13th Street, we
20 brought this up at another meeting, that's something that, you
21 know, I still have a problem with because of Spanish Courts.
22 What happens if we decide to do something at Spanish Courts and
23 we need old 13th Street for whatever reason? For, you know,
24 ingress or egress or, you know, something; then, you know, we
25 gave it up, we don't have it anymore.

1 EXECUTIVE DIRECTOR BROWN: Well, I think if you -- and we
2 went through that presentation, and you're welcome to do it
3 again during the retreat, for the new members of the board.

4 COMMISSIONER PARDO: I think it's needed, yeah. Definitely
5 needed.

6 EXECUTIVE DIRECTOR BROWN: If we didn't do this, we are in
7 each others way. And so we couldn't bring forth a credible
8 development plan, nor could Viking.

9 And I've said this previous times, that the development
10 agreement, the master development that I inherited was an
11 agreement to cooperate. And for the most part that's what we
12 did. No party was obligated to do anything.

13 The important milestone that's made -- we went through a
14 process where Viking wanted to control the waterfront for a
15 minimal amount of funding, right? And to the point, not to
16 belabor this, that we agreed to get out of each others way; that
17 they understood the fact that for us to further the
18 redevelopment that we needed parking. For whatever reason, they
19 felt that five years was a good time table for them to allow us
20 to use this land for parking. It's beneficial to us. We have a
21 parking study that is in draft form that's still under
22 attorney-client privilege; because if you find that you do need
23 parking then you can alter --

24 COMMISSIONER PARDO: Okay. I just have one more question
25 and then I'll stop.

1 Have you determined if we're getting a good deal on the
2 parking? Have you looked around to see what other cities or
3 businesses are paying for land leased to them for parking?

4 EXECUTIVE DIRECTOR BROWN: Yes, that's how we created the
5 value.

6 COMMISSIONER PARDO: Okay. So where's that report? Do you
7 have --

8 EXECUTIVE DIRECTOR BROWN: It's an appraisal. Yes, we can
9 share it.

10 COMMISSIONER PARDO: Yeah, with all of us, please.

11 And when was that completed?

12 EXECUTIVE DIRECTOR BROWN: The appraisal was done six
13 months ago or so.

14 We've appraised all the other land. Viking has also done
15 an appraisal on the property.

16 COMMISSIONER PARDO: But an appraisal for parking?

17 Back into the number. Right? So we know what we're
18 paying. Right? 426,000 for five years. You know, you can back
19 into the number to see how much we're paying per spot.

20 EXECUTIVE DIRECTOR BROWN: Well, the appraisal takes into
21 consideration the current value and potential use. And so we
22 looked at it as vacant land. And they back into what is
23 considered the highest and best use; and if you're leasing the
24 property, what an investor would expect to make if the ground is
25 leased. And the negotiations came in, is that we're not looking

1 to do this land to build the next city hall to put a value, that
2 we negotiated a price based on the fact that we only need it for
3 parking.

4 And I'm sure Viking got legal advice to know that if you
5 were to conclude that this is not a fair market price, and
6 wanted to just use the land for parking, then you have other
7 means beyond negotiations and that would include whether or not
8 you wanted to exercise eminent domain.

9 And so we concluded by sharing the appraisals and the
10 intended use, that we didn't have to go in a sense nuclear in
11 terms of furthering the redevelopment plan; and just negotiate a
12 value that is equivalent to what we're paying for the ground
13 lease for the Yachtsman.

14 If I'm answering your question, Ms. Pardo.

15 And I mean some of this I think would be best -- I mean so
16 it's a negotiation. The land value is what a person intended it
17 to do. If Viking was telling us that they were ready to go
18 construction with the mixed use development, that would be
19 great; we wouldn't be looking to do this. But the fact of the
20 matter is we can't develop Restaurant Row without parking.

21 COMMISSIONER PARDO: All right. I agree. But, you know,
22 those questions are very important. I just want to make sure --
23 you know, we're selling land, we're getting the money, but then
24 we're just giving the money back. And at the end of the day
25 they're still going to have the -- they'll have control after

1 five years of their property, in addition to the three parcels
2 that we give them. So I just want to make sure that, you know,
3 that it's competitive, first of all; what they're charging us
4 for parking is competitive. And, you know, all of this needs to
5 be vetted.

6 Thank you.

7 CHAIR DAVIS: Any other comments?

8 COMMISSIONER HUBBARD: Yes. And this is the reason,
9 because all of this needed to be vetted, that I felt like this
10 particular item needed to go to workshop. Suppose whatever our
11 vision and our goal turns out to be, once we go into the
12 workshop and we will have already given away, sold the land.

13 When I said about, secondly, about the parking at Spanish
14 Courts, I meant for temporary means. It's real clear that we
15 need to get more parking if we're going to have restaurants. We
16 can have a parking garage somewhere, anywhere. We know that we
17 need it and we know that we have to have that.

18 But even though we know we have to have all of these
19 things, I think it's incumbent upon us to workshop this item;
20 because once we sell it or give it away, we can come up with
21 this great vision or these great goals, and look back and say,
22 hey, we should have kept that, we could have used that for
23 such-and-such. But because we're making decisions off the cuff
24 and we're being asked to go ahead and vote on this, which I
25 think is totally unfair, we won't be able to undo it.

1 EXECUTIVE DIRECTOR BROWN: Well, there's two things. I
2 think there's a great deal of time and money that has been spent
3 to look at the alternatives that are in our best interests. So
4 I don't think that the decision or the recommendation is made
5 off the cuff. It is one that has gone through a great deal of
6 due diligence on our end.

7 First and foremost is that to continue to enhance private
8 development we need land for parking. And, yes, we can build
9 parking; and we also need to use Spanish Courts for temporary
10 parking in addition to the other things that we've negotiated
11 with Viking.

12 The property that we propose to sell, we consider it to be
13 remnant. We don't think it's the highest and best use to do
14 residential. We think that commercial would be the best
15 interest. And if you even felt that way, and if you authorized
16 us to go and acquire additional land to assemble around the land
17 that we own, it would be my recommendation that we would
18 consider first buying the land in or near the marina. In which
19 case, as an agency or as a city we weren't as aggressive in
20 acquiring property as Viking.

21 So they've acquired all their property on the open market;
22 and as I've reported, and as they've indicated, at the time they
23 bought it based on current value, that they have paid three or
24 four times what the market is worth today.

25 We went through an extensive 20-month negotiation with

1 Viking on the development plan. Viking has demonstrated that in
2 the worst of times that they were buying property, that they
3 were buying it at a premium, and they're not looking to sell it
4 as a discount.

5 So the conversation is we either find the money to buy it
6 as a negotiated price or we build around them. And so we have a
7 variety of concepts to show that we can continue the
8 redevelopment plan with this proposal that's a lot cleaner.
9 Because, as I've, said we've negotiated a deal that we're out of
10 each others way to move forward.

11 Now you authorized to do the public market and we put a
12 garage there, and we have a concept to go five stories. In my
13 opinion, right, the land that -- you look at the land south of
14 13th Street, and between 13th and 12th, and that square towards
15 the left, in my opinion if we build our public market and you
16 maximize the height, in my opinion I think that we've devalued
17 Viking's land. Because what are they going to put on that
18 remaining square? Because of the size of the density, they
19 can't afford to do parking.

20 And we've presented the concept that, again, it probably
21 would make sense that they come up with a mixed use development
22 and we build a garage on the entire site. I just can't make
23 them do it.

24 But meanwhile I can present to you the concepts and the
25 ideas for us to move forward so that they don't stall our

1 redevelopment effort. So those are the things that we've done
2 with a great deal of forethought and strategy.

3 You know, what usually gives us a disadvantage is that we
4 have to negotiate publicly; unless I talk to you each
5 one-on-one, separately. Because the questions you raise
6 publicly -- and I don't want to not appear to be open and
7 honest, but when we have these discussions -- you know, unlike
8 Viking and their board, their discussions are private; ours are
9 public. And even if we did this in a retreat, that's public.

10 So as you know, Ms. Hubbard, I'm anxious to spend time with
11 you one-on-one. I know you've been a strong advocate for the
12 marina development. I've observed your advocacy over the years.
13 And I welcome your thought and direction. But I think that
14 conversation between you and I is best one-on-one. And then we
15 can discuss what the strategies need to be so that when we go
16 public we're not putting ourselves at a disadvantage. Because
17 Viking does have a representative in the audience, and they
18 listen and watch every word we say.

19 But what I will say for the record, that in the last 90
20 days Viking has been very cooperative.

21 COMMISSIONER HUBBARD: And I'm glad to hear that. And
22 that's fine.

23 Even with that said, it does not give us the opportunity,
24 again, to decide what the -- you know, when we say retreat is
25 public or whatever, we're talking about -- the workshop that

1 we're talking about for the City and CRA are workshops that we
2 will have -- and we may have to label them or call them
3 something else -- but it's for the board, and then to come to
4 the public to present something.

5 So we don't have a lot of time; and we don't have a lot of
6 land left; and based on what you said, it doesn't look like we
7 have a whole lot of money. So we need to do things that are
8 going to be strategic, things that are going to create an income
9 for us.

10 We know very well that you and your staff -- and you use
11 the word that -- negotiating, things that you and Viking have
12 been talking, discussing I guess, or negotiating, and that's
13 fine. And some of the things, as you said, we can't discuss
14 now, or shouldn't discuss now, to put us in a more advantageous
15 position. I understand that. But I still think that staff
16 should not ask us to make a decision like this at this time,
17 without us having a closed session with you individually and
18 collectively.

19 MR. HAYGOOD: You can't do it collectively.

20 COMMISSIONER HUBBARD: Well, when we go into a workshop is
21 what I was referring to. And that's the purpose of us having a
22 workshop, to have presentation and discuss issues. That was
23 what I meant.

24 EXECUTIVE DIRECTOR BROWN: And again, I'll have to be
25 guided by your direction. But just again, so you make a fully

1 informed decision on how all this stuff is connected: So we've
2 told Song and Weitz that what we're going to design is a parking
3 garage that happens to have a public market.

4 CHAIR DAVIS: Excuse me. Really quick. Not to cut you
5 off. With all due respect, are you trying to tell her to change
6 her motion?

7 EXECUTIVE DIRECTOR BROWN: Well, I don't know if there was
8 a motion. But what I'm trying to explain to her --

9 CHAIR DAVIS: Well, she was leading to the point that --
10 and like she stated before, that -- to table it. But if you're
11 trying to change her mind, let the board -- now if you all want
12 to hear it -- they want to table it.

13 Is there a motion on the floor?

14 EXECUTIVE DIRECTOR BROWN: May I tell you what the
15 consequences might be? We may lose a \$200,000 grant from the
16 County. And repay another \$200,000 grant, because they've given
17 us \$400,000 to design the public market.

18 CHAIR DAVIS: When is the deadline?

19 COMMISSIONER HUBBARD: We can't operate like that.

20 EXECUTIVE DIRECTOR BROWN: We have no site control, so I've
21 delayed -- we've delayed the work on Song --

22 CHAIR DAVIS: But you just told Viking that publicly.

23 EXECUTIVE DIRECTOR BROWN: But I have no choice. You're
24 making a decision -- I had the assistant County Administrator
25 call me on vacation to meet with me on Tuesday. Right? Because

1 we sent them a proposal for a new schedule for the grant that's
2 reflective of the fact that we delayed it because we did not
3 have site control.

4 In respect of Ms. Hubbard and Ms. Davis Johnson, the three
5 of you have seen proposals where we've had concepts to do the
6 public market, the garage at Spanish Courts or at Marine Way.

7 CHAIR DAVIS: Has the County denied us any form of
8 extension?

9 EXECUTIVE DIRECTOR BROWN: That's what we're asking for
10 now, because we've got the --

11 CHAIR DAVIS: Well, let's play our politics then and
12 let's try to get us an extension.

13 EXECUTIVE DIRECTOR BROWN: Well, their money is tied to
14 federal money that has a deadline.

15 I'm just making it known to you what the consequences are
16 for delay.

17 CHAIR DAVIS: Okay. I understand.

18 VICE-CHAIR MILLER-ANDERSON: I have a question.

19 CHAIR DAVIS: Go ahead, Councilwoman Anderson.

20 VICE-CHAIR MILLER-ANDERSON: When is the deadline?

21 EXECUTIVE DIRECTOR BROWN: We have missed the deadline.

22 And what we submitted to them --

23 VICE-CHAIR MILLER-ANDERSON: When was it?

24 EXECUTIVE DIRECTOR BROWN: The deadline for us to have a
25 conceptual plan drafted -- Mr. Evans, if you can help me

1 specifically. I think we're six months past due?

2 MR. EVANS: Yes. We couldn't proceed any further on the
3 design of the public market until we have site control.
4 Otherwise we'd be designing -- spending money on a project that
5 we can't be guaranteed that we can build.

6 VICE-CHAIR MILLER-ANDERSON: The only issue I have is that,
7 you know, it's almost like we're being forced to do something
8 because we're working to reach a deadline that we've already
9 missed. And I just think it would be premature of us to make a
10 decision that we're not very comfortable in the terms of it.

11 But, again, I believe we've had issues like this before,
12 where we're being, you know, being forced to do something
13 because of a deadline. And I just think that we need to do a
14 better job of making sure that we get these things to us in a
15 timely fashion so that we're not feeling like we're having to
16 make a decision in a rushing manner. You know, I have an issue
17 with that. I really do have an issue with that.

18 COMMISSIONER HUBBARD: Mr. Chair.

19 CHAIR DAVIS: Go ahead, Councilwoman Hubbard.

20 COMMISSIONER HUBBARD: I think at this stage of the game,
21 if we're six months behind, I don't think we will be in a
22 detrimental situation anymore so than we are now if we wait and
23 do -- this just seems so odd to me.

24 And I think that right now, even more so than before, we --
25 this isn't what we're using for the marketplace. The swapping

1 of the land and the garage -- see, there's so many moving parts
2 to this. And this makes it all the more our responsibility to
3 take a look at all of these parts. Because it just seems to be
4 too many moving parts to this situation.

5 CHAIR DAVIS: Okay. Councilwoman Davis Johnson.

6 COMMISSIONER DAVIS JOHNSON: So can I make a motion to
7 direct staff to return to County Administrator Baker requesting
8 an extension pending the outcome of our retreat and our
9 direction as it relates to what we wish to do with these
10 parcels?

11 CHAIR DAVIS: Yes.

12 COMMISSIONER DAVIS JOHNSON: So moved.

13 VICE-CHAIR MILLER-ANDERSON: Second.

14 CHAIR DAVIS: Madam Clerk.

15 (Motion passes by a unanimous vote.)

16 CHAIR DAVIS: Okay. Now we can go to the report by the
17 executive director.

18 EXECUTIVE DIRECTOR BROWN: Mr. Chairman, a couple things I
19 want to bring to your attention. There were some public
20 comments made. And maybe in the interest of time if the
21 individuals in the audience are still here I can see them after
22 the meeting and answer their questions.

23 But one important item of note -- and I'm not sure how to
24 do this, since you're deferring most items until you have your
25 retreat -- we've informed Ms. Willie Watson that the grant that

1 you've authorized us to pay, that allows them to operate out of
2 the facility that we own, that the grant money is about to be
3 exhausted because their utility expense has become significantly
4 higher than historic. And inquiring about why the utility and
5 other expenses are higher than what we've provided, what we've
6 learned is that the organization has accepted refrigeration that
7 is probably not up to the current efficiency standards, which
8 seem to be draining electricity.

9 We provide the grant through the Riviera Beach CDC. And
10 they went there and visited and saw that there is a tremendous
11 need to upgrade electricity.

12 Bottom line short, you authorized a pass-through grant to
13 Ms. Watson for \$7500. It appears that the funding needs to be
14 increased to at least 15,000. And so in light of other
15 conversations we've had today, I guess I -- we have been paying
16 the bill, so I think I probably need authorization to know that
17 I can at least still pay the utility expenses for the
18 organization even though it's going to extend past the
19 authorized grant.

20 And the other item about increasing their funding to
21 improve the building, we can do that when we have this great
22 retreat.

23 But this is another one of those operational issues that I
24 don't know what you want me to do.

25 CHAIR DAVIS: Have they opened up their books to you?

1 EXECUTIVE DIRECTOR BROWN: They have not. In our letter to
2 them, I told them that I would -- one option, I would move
3 forward and request additional funding if they provided tax
4 returns, gave us a copy of their bank statements to indicate
5 that they --

6 CHAIR DAVIS: That's fair. We require you to open up your
7 books when you come to us as well on the City side. So I think
8 it's fair that you that do that.

9 EXECUTIVE DIRECTOR BROWN: So my direction is?

10 CHAIR DAVIS: I'll wait until the rest of my colleagues
11 make suggestions.

12 VICE-CHAIR MILLER-ANDERSON: Mr. Brown had brought that to
13 my attention because it is in my district. And I did suggest
14 that we find out, you know, how their money is being handled on
15 their side, if we're going to commit to continue to provide them
16 with some sort of benefit in terms of a grant.

17 CHAIR DAVIS: Okay. We'll follow your lead.

18 EXECUTIVE DIRECTOR BROWN: So what I'm hearing is that
19 you're saying I have the authority to continue to pay the
20 utilities provided she gives me documentation that they don't
21 have the resources?

22 CHAIR DAVIS: That they give you documentation notifying
23 us -- well, yes. We don't know what the budget is, so until
24 that comes back...

25 VICE-CHAIR MILLER-ANDERSON: What was the utility bill

1 amount? I mean, what has it been in the past? And how much
2 more has it gone up?

3 EXECUTIVE DIRECTOR BROWN: The increased amount --
4 utilities are running about 820 per month. And what we've
5 documented is that the need for about \$4100 just to get through
6 the remainder of this fiscal year.

7 We asked the organization to remit a check for \$4100
8 payable to the CDC for the utilities budget of 7,500. So
9 previously we must have budgeted around 3,400. And that we
10 requested additional funding. And actually this came to them
11 from the CDC: We request if they want additional funding, that
12 we told them we would seek the CRA board action for
13 consideration; but that we would only do this if they would send
14 copies of their most recent bank statements from the last three
15 months.

16 VICE-CHAIR MILLER-ANDERSON: When did you ask for them to
17 get that to you?

18 EXECUTIVE DIRECTOR BROWN: May 20th. And we got a response
19 from them that basically said that -- actually, I think we
20 asked -- we asked for 1700 for utilities and -- well, there's a
21 disagreement. They believe that you authorized us to cover all
22 their occupancy expenses. It says, "When the Council debated
23 your proposed budget, the Council specifically asked you to come
24 back to them with a budget that would meet all our needs, and in
25 agreement with us; for the very reason that you did not want

1 there to be a shortfall and have to deal with the situation that
2 is now occurring."

3 If you recall, if some of you recall, we did do the
4 follow-up. We told you the difference. And so we increased the
5 amount, I think at the time from 6,000 to 7500.

6 So what they're basically saying that, look, this is your
7 building, you're obligated to do the upgrades and fix it, and
8 you're obligated to pay our utilities.

9 VICE-CHAIR MILLER-ANDERSON: When would the next payment
10 need to be made? Is it before our next meeting?

11 EXECUTIVE DIRECTOR BROWN: Yes.

12 VICE-CHAIR MILLER-ANDERSON: I think that since the payment
13 needs to be made before we meet, make that one payment and then
14 we need to have it on the next agenda to discuss to see how we
15 want to move forward, because we're talking about additional
16 monies.

17 COMMISSIONER PARDO: Mr. Chair.

18 CHAIR DAVIS: Yes, ma'am.

19 COMMISSIONER PARDO: The only comment I'll make is -- and
20 Jim Gibbs made the comment when he was here six, seven months
21 ago -- they feed our residents. And there are a lot of
22 residents in this community that rely on that food bank to feed
23 their kids on a daily basis.

24 So, you know, if you want to ask them for their bank
25 statements, I have no problem with that to make sure that it's

1 being run properly. But at the end of the day, any help that
2 they need we should really give it to them. You know, there are
3 still hungry people in this community.

4 CHAIR DAVIS: I think we all really understand how
5 significant it is; and we're very grateful what they have done.
6 I think quite a few of us have actually been down there
7 volunteering, helping out with that. And we don't want to stop
8 what they've been doing but, you know, we have to make sure that
9 we treat them in the same regard as we treat our staff. But at
10 the same time we do show respect for them providing this level
11 of service to our community. We're not saying we don't want to
12 support them. We're just saying that, hey, we'd just like to
13 see your books, so moving forward we can know how can we help
14 you increase the way your structure is in place. So there might
15 be a level of assistance that we can help them structure some
16 things so they can have some cost savings over the next year as
17 we continue to support that organization.

18 Councilwoman Anderson.

19 VICE-CHAIR MILLER-ANDERSON: Yeah, I mean I certainly don't
20 want it to appear that I don't support the program but, you
21 know, we have a lot of organizations that are out there that are
22 trying to do the same thing. And I just feel that, you know, we
23 have to be very careful when we're doing this because we have
24 other non-profits that are out there that are giving out food,
25 that are doing the exact same thing.

1 And, you know, if we're talking about looking at our
2 finances, we need to make sure we know where everything is
3 going. And so I do think some accountability needs to be in
4 place regardless if it's benefitting people or not. You know,
5 it's just business.

6 So I think that we should, you know, go ahead and make that
7 payment for that one month; and then put it on the agenda for
8 the next meeting so we can discuss it. And then we can --

9 CHAIR DAVIS: Once we've had that workshop that's public,
10 they should be invited as well, because when you're talking
11 about this city as a destination, versus just at the marina,
12 this whole city need to be sold. And we have to understand that
13 we're all great partners. And they need to be a part of the
14 process as well as we do our future planning, so they can
15 understand how significant -- you know, they do understand how
16 significant, how important it is to them that we help them
17 improve to where they are today.

18 EXECUTIVE DIRECTOR BROWN: And for clarity before you vote,
19 because I'm not sure if it's one month or the next month,
20 because there might be a timing difference. What I'd ask is
21 that we continue to make payments as per the grant agreement up
22 through your next meeting, because it might be one month, two
23 months; and that I could reiterate that doing this is subject to
24 them providing me the bank statements that we've requested for
25 the last three months.

1 COMMISSIONER HUBBARD: The utility bill is going to be
2 subject to the bank statements?

3 EXECUTIVE DIRECTOR BROWN: I'm asking because they have
4 been somewhat uncooperative in providing the financial
5 documentation we've requested.

6 Do you want it to be subject to that, or do you just
7 want --

8 COMMISSIONER HUBBARD: Well, I didn't want the utility to
9 be subject to that because I didn't want the -- you know, I
10 thought you were asking because, you know, we wanted the
11 refrigeration, we didn't want the food to spoil. You know,
12 we'll make the utility payment, but like you say, it's time or
13 there's a need to extend the grant, just let them know that that
14 won't be extended until the books are open. But we'll make the
15 payments because we can't afford for the food to spoil.

16 EXECUTIVE DIRECTOR BROWN: So noted.

17 COMMISSIONER HUBBARD: So moved.

18 CHAIR DAVIS: Hold on. Mr. Brown, you just made a motion?

19 EXECUTIVE DIRECTOR BROWN: No, I didn't.

20 VICE-CHAIR MILLER-ANDERSON: You said so moved.

21 EXECUTIVE DIRECTOR BROWN: I said so moved?

22 CHAIR DAVIS: You put a motion on the floor?

23 COMMISSIONER HUBBARD: Yes.

24 CHAIR DAVIS: Do we have a second?

25 VICE-CHAIR MILLER-ANDERSON: To what? To Mr. Brown's

1 motion?

2 EXECUTIVE DIRECTOR BROWN: I was asking to pay the
3 utilities, to continue to meet our obligations under the grant,
4 up through the next meeting, and that we'll continue to make
5 best efforts to get bank statements. And then we can tell you
6 how cooperative they've been when we report back.

7 CHAIR DAVIS: It seems like we have a consensus of the
8 entire board to do that so there will be no motion necessary,
9 needed.

10 EXECUTIVE DIRECTOR BROWN: I mentioned I wanted to get the
11 dates for what we were proposing -- and it might be important,
12 in the interest of time, if you feel like it, because I had
13 lunch today with the City Manager and the Assistant City Manager
14 and we're trying to put our heads together to make sure that
15 we're meeting your expectations --

16 CHAIR DAVIS: July 9th.

17 EXECUTIVE DIRECTOR BROWN: -- but we're proposing to have
18 the CRA retreat on the 22nd and the 23rd. And I know the City
19 has been trying to plan their first session, and I'm not sure
20 how they're billing it, vision session or retreat; the last I
21 heard was July 8th or 9th. And I think the goal was to make
22 sure everyone is present.

23 And so there have been issues with either one of you or
24 several of you so I -- and you may know, Mr. Davis, but we
25 circulated just to focus on CRA issues, and we would invite the

1 City, would be the 22nd, 23rd of July, start Friday and all day
2 Saturday. And I think the City was trying to do two sessions.
3 So I don't know if they're still looking to do two sessions.
4 The last I heard they were going to do the 24th, 25th, and then
5 the 15th, 16th. But I don't know if those are the dates.

6 CHAIR DAVIS: I do believe that what the City was looking
7 at was trying to find a way to make sure that we were all
8 together in some form or fashion between the City and the CRA.
9 And they probably submitted you those two dates as options, and
10 how could we work together on those two dates.

11 EXECUTIVE DIRECTOR BROWN: Yeah. And what I heard today at
12 lunch, it looked like the 24th and 25th is out because somebody
13 won't be able to make it? June 24th and 25th I guess is out.

14 CHAIR DAVIS: Two people are out.

15 EXECUTIVE DIRECTOR BROWN: So then the next weekend is
16 around the 4th of July so that's not good.

17 CHAIR DAVIS: The 8th and 9th, which is the following
18 weekend after the holiday.

19 EXECUTIVE DIRECTOR BROWN: Okay. So July 8th and 9th is
20 good for all of you; and I think that's going to be a City led
21 retreat and we will be present?

22 CHAIR DAVIS: Correct.

23 EXECUTIVE DIRECTOR BROWN: And then do you know if the City
24 is still asking you to commit to the 15th, 16th?

25 CHAIR DAVIS: Of July?

1 EXECUTIVE DIRECTOR BROWN: Of July.

2 CHAIR DAVIS: Would this board be available if the City
3 suggested such?

4 VICE-CHAIR MILLER-ANDERSON: For what? The retreat?

5 CHAIR DAVIS: The 15th and 16th. I'm trying to figure
6 out --

7 VICE-CHAIR MILLER-ANDERSON: For what? The retreat?

8 CHAIR DAVIS: The retreat. Because it's supposed to be a
9 joint before we move forward as separate.

10 EXECUTIVE DIRECTOR BROWN: Well, let me just speak for
11 myself then. I just thought I'd take advantage of you all being
12 together without violating the Sunshine.

13 CHAIR DAVIS: Please do that. Please do.

14 EXECUTIVE DIRECTOR BROWN: So the last I heard the City
15 wanted to have two sessions with you: I think they were saying
16 a visioning session and sort of a follow-up, as a prelude.

17 And then so we wouldn't conflict, we were going to bring
18 Mike Bushra to facilitate our retreat; and that was going to be
19 on the 22nd and 23rd. Now --

20 CHAIR DAVIS: We have to find out can we commit two
21 weekends in a row.

22 EXECUTIVE DIRECTOR BROWN: In that case it might have been
23 three.

24 But then I also heard tonight -- and I'm not clear. Do you
25 want a retreat or do you just want to have a public meeting

1 workshop? Because you said -- you know, I've heard Mr. Davis
2 say workshop in the public. Obviously when we gather the public
3 is always invited. But just for my own clarity and planning, is
4 the expectation that, you know, whether we're at the Event
5 Center or we go away --

6 CHAIR DAVIS: A retreat is necessary.

7 EXECUTIVE DIRECTOR BROWN: A retreat? Okay.

8 And so two weekends or three? The City proposed two. Then
9 the CRA -- and if that's an overkill, is it just --

10 CHAIR DAVIS: To be so close I think is an overkill. But
11 over an extended period of time I do believe that that's
12 necessary to have three. You're talking about squeezing three
13 weekends in a month, that's -- I can't speak for everybody.

14 EXECUTIVE DIRECTOR BROWN: Well, for us, we were going to
15 have a meeting on June -- our next meeting is June 22nd. And
16 based on the direction and guidance, I'm not sure we even need
17 to have one; or we could do it as a workshop.

18 CHAIR DAVIS: We could workshop at that meeting. I think
19 that would be fair. Like for instance this item that was number
20 13, that could be a potential workshop item. But we definitely
21 need to meet.

22 EXECUTIVE DIRECTOR BROWN: Is that the consensus? Do you
23 want to do a workshop on the 22nd? Ms. Pardo doesn't sound like
24 she's in agreement.

25 COMMISSIONER PARDO: My feeling is, you know, we're not

1 getting through these agendas because people are saying that
2 they want a retreat. You know, they want all the council people
3 to be on board with one vision. So I would suggest a retreat
4 sooner than later. And, you know, if we have to cancel the CRA
5 meeting on the 22nd, cancel the CRA meeting; and really focus on
6 doing these retreats so we can get back to, you know, business.

7 You know, and the retreats are important. The visioning is
8 important so we all know where we're going.

9 CHAIR DAVIS: Well, one thing I'd like to take into
10 consideration, we could take advantage of having that space in
11 place; and we could workshop a significant few items as far as
12 the CRA's perspective; we can ask a lot of questions, submit it
13 to Mr. Brown before the meeting, and he can come and do a
14 presentation. So from that workshop he can set his retreat up.

15 I don't want to get into a long discussion. I'm just
16 throwing something out there.

17 COMMISSIONER HUBBARD: You don't have to. I just wanted to
18 say this: What I envisioned, as I said earlier, that I hoped
19 that I could get from gathering, is that the City be able to
20 present to us our position financially; capital project-wise;
21 the monies that we have entangled or parallel to the CRA. The
22 CRA do the same thing. Then once we have a clear picture of how
23 those funds are affecting each other, then we can come up with
24 our vision and set goals for our vision. But piece, piece,
25 piece, even if we had a workshop on item 15, just for example,

1 we still don't have enough information how it's going to impact
2 our overall vision.

3 CHAIR DAVIS: That's for the retreat. But the purpose, the
4 reason I brought up the CRA perspective, you may have a whole
5 series of questions that may need to be hashed out before we
6 even get there.

7 COMMISSIONER HUBBARD: To the retreat?

8 CHAIR DAVIS: To the retreat, yes. And Mr. Brown would
9 need those questions before the retreat. Am I correct,
10 Mr. Brown? Because you need to be prepared to answer those
11 questions. We don't need to waste a lot of time in retreats,
12 trying to go through questions.

13 EXECUTIVE DIRECTOR BROWN: I think we're trying to meet
14 expectations --

15 CHAIR DAVIS: Because the vision and the expectations is
16 what's important.

17 EXECUTIVE DIRECTOR BROWN: So let me pose the question this
18 way, Mr. Chairman. And maybe it might be one that you want to
19 ask your colleagues if they want to answer individually.

20 In our first meeting, what would be your expectation of
21 outcome? So if each of you would answer that. In the first
22 meeting, sooner than later, what is your expectation of outcome.

23 COMMISSIONER PARDO: My expectation, Mr. Chair, would be
24 that we would have a blueprint on how we were going to move
25 forward; how people want to move forward with the marina; how we

1 want to move forward with the CRA properties over on Singer
2 Island. You know, what's the vision for Riviera Beach Heights.
3 What's the vision for Broadway. So I would hope that we would
4 come out with a blueprint on how to move forward.

5 EXECUTIVE DIRECTOR BROWN: And at the joint meeting with
6 the City, that outcome on the City's side, what would you
7 expect?

8 COMMISSIONER PARDO: First of all, the finances are very
9 important. What will we be able to do based on the revenue that
10 we have?

11 CHAIR DAVIS: We're going to go down the line, since he's
12 asking for priorities.

13 VICE-CHAIR MILLER-ANDERSON: Well, I don't want to speak to
14 the priority. I wanted to suggest that we utilize that day of
15 our next meeting. Because we're not going away on our retreat,
16 are we? It sounds like we were just going to go to the marina
17 center. And if that's the case, why can't we just utilize that
18 meeting, the June 22nd? Why does it have to be on a Friday or
19 Saturday?

20 CHAIR DAVIS: Because people have jobs and then they'd have
21 to take off during the week.

22 VICE-CHAIR MILLER-ANDERSON: No, I'm not saying during the
23 day. Maybe a couple evening times.

24 CHAIR DAVIS: It's very extensive, believe me, you will
25 need a full --

1 VICE-CHAIR MILLER-ANDERSON: But we're having problems
2 trying to get a date. And if it means we've got to meet during
3 the week, in the evenings, to get it done -- I mean because
4 right now everybody is having a conflict.

5 CHAIR DAVIS: Hold on. Excuse me. Excuse me. These
6 workshops, they take a lot of time.

7 VICE-CHAIR MILLER-ANDERSON: I understand what you're
8 saying. But I'm just trying to tell you that if we are having
9 problems meeting for the two, the City and CRA, on a weekend --
10 so we're just going to say, well, we'll just do it August?

11 CHAIR DAVIS: Well, no one ever stated they couldn't meet
12 on the 8th and 9th first, that's what I was trying to get to.

13 VICE-CHAIR MILLER-ANDERSON: Meet the 8th and 9th of what?
14 Of July?

15 CHAIR DAVIS: Of July. After the holiday.

16 VICE-CHAIR MILLER-ANDERSON: But we're trying to do it
17 sooner, that's the thing. We're trying to do it soon because
18 we're basically not having any meetings because we're tabling
19 everything.

20 CHAIR DAVIS: Everybody has something going within the next
21 few days. You know, June is, quite frankly, it's family reunion
22 and travel time. Some people have had plans, they have travel
23 arrangements already in place.

24 VICE-CHAIR MILLER-ANDERSON: I know. I mean I'm one of
25 them.

1 CHAIR DAVIS: The last holiday of the summer is 4th of July
2 weekend.

3 VICE-CHAIR MILLER-ANDERSON: We're not going to meet
4 anyway, probably, it sounds like, on the 22nd, so why not
5 utilize that time to be part of our retreat?

6 COMMISSIONER HUBBARD: I can do that. That's not a
7 problem. That can be the first day of the retreat if you want
8 to do it that way.

9 VICE-CHAIR MILLER-ANDERSON: I mean I'm just thinking we're
10 not going to -- we're going to have the same thing happen, we're
11 going to table everything --

12 CHAIR DAVIS: Hold on. With all due respect.

13 Mr. Brown, are you able to schedule a retreat in that form,
14 with having it one day here and then doing it another day?

15 EXECUTIVE DIRECTOR BROWN: In talking with my colleagues
16 and also observing city council meetings -- and I don't want to
17 speak for Ms. Jones -- is that I think the direction that we've
18 been given clearly is that all city business is somewhat on hold
19 until we've had a chance to clarify and allow you to drill down
20 on our operational plan.

21 CHAIR DAVIS: Not everyday business. Just the city
22 planning.

23 EXECUTIVE DIRECTOR BROWN: Well, I mean I want to --

24 CHAIR DAVIS: We want to be careful because the public is
25 going to feel as if we're going to stop everything in the city.

1 That's not what's taking place at this time. We're talking
2 about the vision and moving forward and prioritizing.

3 EXECUTIVE DIRECTOR BROWN: My words. In interpretation and
4 in talking to some of you one-on-one, I gather you want to drill
5 down on the operational plan; and from the CRA's perspective,
6 how it is impacting the City. And you would rather for that to
7 be a joint session with both of us.

8 Now to me that's probably a good one day meeting, if it's
9 about the operational plan, as to where we are today; because we
10 need to have a series of meetings in order to present to you a
11 budget for fiscal year 2017. And that's you then talking to us,
12 and for us to listen.

13 And so my major goal is to get through this fiscal year,
14 give you whatever budget amendment that I need to do as a result
15 of getting through this year; and to listen, let you probe, and
16 to try to present to you a budget that seems to reflect where
17 you collectively want to go.

18 So we can do it here, we can do it at the Event Center.
19 But I seem to think from my perspective, so you don't get brain
20 dead, that we at least need three to four hours. Right? And if
21 you want to break it up and do it all in a day, then I think you
22 need to break it up at least -- and, again, I'm just reflecting
23 on the conversations with Mr. and Mrs. Jones. Unmarried.
24 Because we're each -- we're all trying to meet your expectation.
25 But we're not sure if it's a visioning session; if it's a drill

1 down on where we are; if you want to make a mid-course
2 correction, because we're beyond mid-course, this is like the
3 last quarter correction; and then to direct where you want to go
4 in the next year, the next three years, or the next five.

5 CHAIR DAVIS: From listening to my board, and based on the
6 conversations with what we're discussing to date and prior to
7 this meeting, it sounds like more of a drill down where we are;
8 so we can decide on how we're going to prioritize for the rest
9 of this budget. Like you said before, our vision.

10 Now I stand corrected if I'm wrong. I'd like to hear from
11 the rest of my colleagues.

12 VICE-CHAIR MILLER-ANDERSON: Are we going to use June 22nd
13 as a date?

14 CHAIR DAVIS: Before we choose it, I have no problem -- I
15 think we should be doing something. And what that is, that's
16 what we were discussing. Is it going to be a drill down session
17 to prepare us for the rest of the budget year, so we can
18 prioritize how we move forward with City business and CRA
19 business moving forward?

20 VICE-CHAIR MILLER-ANDERSON: How have the other retreats
21 run? I mean what was the purpose of the other retreats? What
22 did you do then?

23 COMMISSIONER HUBBARD: I think we have a language barrier
24 here.

25 CHAIR DAVIS: Ms. Hubbard, you are totally right. That's

1 why I was asking Mr. Brown to explain how a normal retreat is
2 done. Can you please go through the routine?

3 EXECUTIVE DIRECTOR BROWN: And Ms. Pardo could also speak
4 to it as well. I participated in one City retreat. And I'll
5 just speak to the CRA retreat. We went away, went away to Fort
6 Pierce; and we spent a day and a half; and we shared the budget
7 vision. Staff presented a recommendation on strategies and
8 priorities. It was facilitated by Treasure Coast. And they
9 prepared a series of questions that got to what individuals felt
10 was your priorities. There were some homework assignments.
11 They used a device that allowed you all to think individually.
12 And then they put it up on the board and we saw where there was
13 consistency or not.

14 And from there -- by the time we ended the day, there was a
15 clear set of priorities that you gave me in formulating a
16 budget.

17 Now this is a totally different board. So I'm not going on
18 the assumption that the priorities that were established for me
19 last year are the same priorities for next year. But you have
20 to tell me that.

21 And then you all have to talk to each other to know that
22 that's a collective set of priorities.

23 And then we have the responsibility to tell you the
24 resource requirement and what we need to do in order to execute.

25 COMMISSIONER HUBBARD: That's a goal setting retreat.

1 That's a visioning retreat.

2 EXECUTIVE DIRECTOR BROWN: Yes, it is.

3 COMMISSIONER HUBBARD: Now, again, let me say this: I feel
4 that we're at a point that we need to work on and figure out
5 where we are on the City's side and the CRA side. Which is more
6 of a workshop, information gathering presentation that should
7 from these presentations and this workshop, that should generate
8 some questions for each of us. And then we would say, okay, if
9 you got 80 million dollars out here, and this is coming in, how
10 is it going to affect this; how do we plan to pay this; what
11 were we intending to do with this if we didn't get this
12 windfall. This is the type of thing that I'm talking about.

13 Now when we flush out and we find out that we have free and
14 clear money here on the CRA side, and these are our
15 responsibilities; and free and clear money on the City's side,
16 and these are our responsibilities; then we can in turn say, set
17 those priorities, set those goals, state our vision and come up
18 with what we would like to see happen.

19 CHAIR DAVIS: So you're agreeing to a drill down then,
20 based on your statement?

21 COMMISSIONER HUBBARD: Because what he just described to me
22 is the second leg of after I figure out what I have as far as
23 money, what capital projects are pending.

24 CHAIR DAVIS: With all due respect, and that's why I asked
25 the question about a drill down session. Because you just went

1 through a series of questions that need to be asked prior to the
2 meeting, and that's why I asked the consensus of the board --

3 COMMISSIONER HUBBARD: Prior to a visioning session?

4 CHAIR DAVIS: Correct. And we talk about utilizing
5 Wednesday, that Wednesday needs to be utilized to prepare for
6 the meeting that you're talking about. So if we need to have
7 staff here giving those presentations, so we can drill those
8 questions, so when they come back to the visioning session they
9 then understand that we know as council people and commissioners
10 where our restricted funds, our unrestricted funds, some
11 spending that we don't necessarily need, professional service
12 contracts, and things of that sort. And that need to be
13 happening in a whole other -- that could happen on that
14 Wednesday as they prepare for that following month's retreat.
15 So that Wednesday is a full evening that we can utilize and get
16 that whole presentation from both sides if we choose to as a
17 commission board.

18 COMMISSIONER HUBBARD: If we didn't have the time and
19 wherewithal to do it a regularly scheduled CRA, we're not going
20 to be able to do it --

21 CHAIR DAVIS: That's not the issue. The issue is we have
22 to determine -- we can ask questions and go back and forth all
23 night. But the issue, as Councilwoman Anderson stated, is we
24 have a Wednesday night and we have yet to determine what we're
25 going to do. And we need to find a way to utilize those three,

1 four, five hour increments -- we have five hours on just
2 presentations, you know you're prepared to submit information to
3 Mr. Brown, Ms. Jones; so when they come back to the retreat two
4 or three weeks later, that they understand how to put this stuff
5 together with the visioning session as far as priorities.
6 Because you have a lot of questions trying to find out what's
7 needed, what costs are being spent this year, what costs are
8 being floated to the following year. Those are a lot of
9 questions that we all may have. We all have different
10 questions.

11 EXECUTIVE DIRECTOR BROWN: Mr. Chair.

12 CHAIR DAVIS: Go ahead, sir.

13 EXECUTIVE DIRECTOR BROWN: I'm taking notes because we
14 really do want to meet your expectations because we want to do
15 what we need to do so you all can feel good about where we're
16 headed.

17 So what I've heard from Ms. Hubbard is her expectation for
18 this first meeting, sooner than later, using the June 22nd date
19 for the next CRA meeting, that she'd expect the staff
20 presentations on priorities for the remainder of the year. The
21 City present, the CRA present, which is consistent to what I
22 think Ms. Pardo said for the CRA. And that then you all are
23 going to see whether or not there are entanglements where you
24 are in agreement or not. So that's what I've heard from at
25 least two of your colleagues in terms of the next meeting, their

1 expectation. Did I summarize that correctly, Ms. Hubbard?

2 CHAIR DAVIS: I'm one of the two so...

3 EXECUTIVE DIRECTOR BROWN: Is that your expectation too?

4 CHAIR DAVIS: You say two. So I'm one of them.

5 EXECUTIVE DIRECTOR BROWN: Okay. Well, it sounds like
6 maybe three then. Right? I mean I said I heard from Ms. Pardo
7 and Ms. Hubbard. I asked the question -- I just want to meet
8 expectations. And what I'm hearing from you -- or when I talk
9 to you individually, I hear different things. So in order to
10 have this next meeting to meet your expectation, the simple
11 question is if we come together what's your outcome? What do
12 you expect after you give us your time, what do you expect to
13 get out of this? And then when you tell me that then I can tell
14 you if I can present mine in an hour or three days. But I just
15 need to know your expectation.

16 CHAIR DAVIS: Councilwoman Anderson, how do you feel about
17 that?

18 VICE-CHAIR MILLER-ANDERSON: I'm fine with it.

19 COMMISSIONER DAVIS JOHNSON: I'm fine with it.

20 CHAIR DAVIS: Okay. We're clear?

21 EXECUTIVE DIRECTOR BROWN: I'm clear.

22 CHAIR DAVIS: Councilman Anderson. Any reports? Anything?

23 VICE-CHAIR MILLER-ANDERSON: Nothing.

24 CHAIR DAVIS: Vice-Chair Anderson. I got to get used to
25 saying that.

1 Councilwoman Davis Johnson, anything?

2 COMMISSIONER DAVIS JOHNSON: Nothing.

3 CHAIR DAVIS: Commissioner Hubbard?

4 COMMISSIONER HUBBARD: No.

5 CHAIR DAVIS: Commissioner Pardo, do you have any reports?

6 COMMISSIONER PARDO: Yes, I do.

7 Is this reports or comments?

8 CHAIR DAVIS: Reports, comments. I defer to you. I'm
9 done.

10 COMMISSIONER PARDO: I'll hold it for the next meeting.

11 CHAIR DAVIS: Motion to adjourn the meeting?

12 COMMISSIONER DAVIS JOHNSON: So moved.

13 (Proceedings concluded at 9:43 p.m.)

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ADJOURNMENT

The regular meeting was adjourned at 9:43 P.M. The minutes were approved by the Board of Commissioners on _____.

Terence Davis, Chairperson

Executive Director Tony Brown

/cw
Florida Court Reporting