

Riviera Beach Community Redevelopment Agency Regular Meeting

City of Riviera Beach Council Chambers

2nd Floor, Municipal Complex

600 West Blue Heron Boulevard

Riviera Beach, Florida

Wednesday, August 24, 2016

6:36 p.m. to 9:10 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 Scott Evans

Operations Manager & Public Information Officer Darlene Hatcher

1 CHAIR DAVIS: At this time we're going to call the August
2 24th CRA commission meeting to order.

3 Madam Clerk, roll call, please.

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

10 CHAIR DAVIS: Let's all stand for the Pledge led by
11 Commissioner Hubbard.

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

13 CHAIR DAVIS: Mr. Evans, at this time do you have any
14 additions or deletions or substitutions?

15 EXECUTIVE DIRECTOR EVANS: No, Mr. Chair.

16 CHAIR DAVIS: Do we have any disclosures by staff or the
17 commission?

18 VICE-CHAIR MILLER-ANDERSON: Yes.

19 CHAIR DAVIS: Vice-Chair.

20 VICE-CHAIR MILLER-ANDERSON: Mr. Evans, I need for him to
21 point something out and then I can do my disclosures.

22 EXECUTIVE DIRECTOR EVANS: Yes, in items 5 and 7, we just
23 have continuing payments for the apprenticeship program for JD
24 Anderson as part of the marina project.

25 VICE-CHAIR MILLER-ANDERSON: So because I'm part owner of

1 JD Anderson Construction, I'll be abstaining from 5 and 7.

2 CHAIR DAVIS: Will that be all?

3 VICE-CHAIR MILLER-ANDERSON: Yes.

4 CHAIR DAVIS: Any other disclosures by anyone on the
5 commission?

6 Okay. Motion to adopt the agenda?

7 COMMISSIONER HUBBARD: Are you going to do the pulling of
8 the consent?

9 CHAIR DAVIS: Yes. Motion to adopt the agenda. I got to
10 adopt the agenda before I get to consent.

11 COMMISSIONER DAVIS JOHNSON: So moved.

12 CHAIR DAVIS: Properly moved. Do we have a second?

13 VICE-CHAIR MILLER-ANDERSON: Second.

14 CHAIR DAVIS: Properly moved and seconded.

15 Madam Clerk.

16 (Motion passed unanimously.)

17 CHAIR DAVIS: Now we go on to consent items.

18 Commissioner Hubbard.

19 COMMISSIONER HUBBARD: Yes. That would be 3 and 4.

20 CHAIR DAVIS: Anyone else?

21 Motion to approve the consent with items 3 and 4 being
22 pulled?

23 COMMISSIONER HUBBARD: Yes.

24 CHAIR DAVIS: Is that a motion?

25 COMMISSIONER HUBBARD: Yes, sir.

1 CHAIR DAVIS: Do we have a second?

2 VICE-CHAIR MILLER-ANDERSON: Can I second? I mean one of
3 them is the one that I'm abstaining. Oh, no, it's not. I'm
4 sorry. Second.

5 CHAIR DAVIS: Madam Clerk.

6 (Motion passed unanimously.)

7 CHAIR DAVIS: Under item number 3, approval of consultants
8 and vendor invoices. Commissioner Hubbard.

9 COMMISSIONER HUBBARD: Okay. What I'm looking at
10 particularly, or a couple things under the vendors' invoices:
11 I'll start with the one for the computing company. If you look
12 at -- if you look at that, if you look at that particular
13 invoice, that invoice doesn't -- it shows that the CRA as well
14 as the CDC seems to have had all of the same problems at the
15 same time. And what I am -- what I'm confused about is how --
16 you know, and the dates. I want to see, one, can I get a little
17 clarity on that, if you would? And then I'll ask my next
18 question about that.

19 CHAIR DAVIS: That's the problem?

20 COMMISSIONER HUBBARD: Yes, that's my problem. Because I
21 don't see the -- the fact that both of -- you know, in two
22 different locations, the same problems, and the dates, it just
23 seems -- I'm trying to figure out if there was an error, is it
24 supposed to be just the CRA or --

25 EXECUTIVE DIRECTOR EVANS: I think that you would find that

1 they're the same dates because some of the time it's not always
2 an emergency situation, so when he visits the site or our office
3 he may take care of several items that are outstanding all at
4 once.

5 COMMISSIONER HUBBARD: Are we having that many outstanding
6 problems with our computer equipment?

7 EXECUTIVE DIRECTOR EVANS: We haven't encountered any
8 substantial or major outages, no.

9 COMMISSIONER HUBBARD: Well, look at the dates then and see
10 how many times in the month of July that you had service if you
11 have not had any major problems with it, and tell me what you
12 think of that or what do you think about that.

13 THE CLERK: I'm not sure what service you're referring to,
14 Commissioner Hubbard, but he updated the Quick Books. He did
15 server updates and issues, downloads on the end-user computers,
16 backing up. So if you point out a particular day I can drill
17 down on it for you. But I can assure you that I monitor quite
18 extensively the work being done by our IT consultant. And
19 that's why you'll see that on those days he's doing work at the
20 CRA office as well as the Clean and Safe office and the Event
21 Center.

22 COMMISSIONER HUBBARD: What is patch management?

23 THE CLERK: That's firm ware, spam ware.

24 EXECUTIVE DIRECTOR EVANS: So that's making sure that all
25 of the computers have the most up-to-date virus -- since they

1 change on a continuing basis, sometimes you have to make sure
2 that everyone's computer is updated with the best protection.

3 COMMISSIONER HUBBARD: Okay. And I guess again the problem
4 is the way that it's written you cannot determine if there is
5 duplicate services.

6 Now on the cover, on the cover sheet there were two areas
7 that there weren't any signatures on. And I'll show you that.
8 Darlene, you signed most of them and initialed most of them.
9 And there was one I noticed that you didn't. And I was curious
10 as to what was it about that particular service that you -- or
11 request for payment, that made you not sign that one?

12 On the cover sheet before the --

13 THE CLERK: Well, the first one said if it's a final
14 payment, have all the deliverables been received. It's not a
15 final payment to the contract.

16 COMMISSIONER HUBBARD: Okay. Go down to the one before the
17 bottom.

18 THE CLERK: And then the nature of the work being performed
19 is within the scope of the CRA plan. It's an IT contract so
20 it's --

21 COMMISSIONER HUBBARD: So is it in the scope of the
22 original --

23 THE CLERK: Agreement? Absolutely.

24 COMMISSIONER HUBBARD: But you didn't sign off or --

25 EXECUTIVE DIRECTOR EVANS: Yes, that category is --

1 typically we use it for projects that are significant, like a
2 capital improvement project or a homeowner's grant that we might
3 be giving, and it ensures that the project is within the scope
4 of the CRA plan, so that's the adopted overall.

5 COMMISSIONER HUBBARD: This is just a standard generic
6 sheet that you use as a cover sheet for all of your invoices?

7 EXECUTIVE DIRECTOR EVANS: Yes.

8 COMMISSIONER HUBBARD: But I know you had again the
9 invoices, the two different invoices, and that's -- the way that
10 they're done, it just makes it look as if things have been
11 duplicated. So I think that needs to be a little clearer.

12 EXECUTIVE DIRECTOR EVANS: Should we mark not applicable
13 for the categories that are not with that --

14 COMMISSIONER HUBBARD: On that cover sheet you can. But
15 since you say that it's a generic sheet that you're using, now
16 that's understandable why you didn't mark that one.

17 What I'm back to is your invoices for your IT, because it
18 seemed -- it's clear that it's two different invoices, but the
19 services just seemed the same.

20 Okay. Let's see. Okay. We can move, we can move on with
21 that one. But before we move on, were these just updates or
22 service that, a service that was coming, that you were bringing
23 in for the month or -- what I would like to see, one, is the
24 original contract and, two, if June or August is similar.
25 Because if this is just, you know, hey, he's coming in, while

1 he's here he's going to tune up all the computers, put in the
2 spy ware -- not the spy ware but the virus protection -- then I
3 need you to say that or tell me if that's what's going on.

4 EXECUTIVE DIRECTOR EVANS: I think our average bill for
5 those services is about \$2,000 per month. So at twenty-three
6 twenty-eight, that would be reasonably within what our average
7 monthly bill is. But we can have a look at the past months.

8 COMMISSIONER HUBBARD: Well, and here that begs another
9 question and answers the question. So we are getting \$2,000
10 worth of IT service per month. So, again, are we having that
11 level of problem with the IT system that we have?

12 THE CLERK: Yes. And not only -- a lot of it is not a
13 problem; what it is is routine monitoring of the server, as well
14 as backing up the server. It's not just a matter of end-users
15 issues.

16 COMMISSIONER HUBBARD: So he comes in every month to back
17 up the server every month?

18 THE CLERK: A lot of it is remotely that he does. It's
19 remote.

20 COMMISSIONER HUBBARD: Okay. He backs up the server
21 remotely.

22 THE CLERK: Right. He logs into the server. If he's
23 getting issues, if he's getting alerts to tell him that server
24 is either getting too full or he needs to migrate some of the
25 information, then he goes in and he does server migration,

1 backing up the system, compressing some of the data that's
2 stored, to make room.

3 EXECUTIVE DIRECTOR EVANS: For example, our e-mail system
4 supports probably about 15 different computers, and then it also
5 interfaces with everyone's individual phones. So it's quite a
6 complicated system. And then we also have the ability to log in
7 and get e-mail remotely. So there's some remote support that he
8 also provides the agency.

9 COMMISSIONER HUBBARD: Okay. Okay. Okay. That's it for
10 the computer, Mr. Chair.

11 The other vendor invoice. Of course the -- we have the --
12 we separated Weitz's out from these, from this particular vendor
13 invoice.

14 I want to talk about the Langton Associates grant writing
15 invoice as well. I want to ask my colleagues to take a look at
16 the invoice for grant writing and look, you know, real
17 clearly -- let me see what tab -- what tab is that, Mr. Evans?

18 EXECUTIVE DIRECTOR EVANS: It's under tab three, which has
19 all of the invoices. So it's about a third of the way through.

20 COMMISSIONER HUBBARD: Okay. I don't know if you all found
21 it yet. But, you know, when we look at this particular item,
22 you go down and you look at funding status or it's submitted,
23 you got not funded, not funded. You got some of this are not
24 going to be submitted until 2017. You got one, FMPP, not
25 submitted successfully. And some of them said ineligible.

1 Why would anybody that's working for us put on here --
2 okay. Not a viable applicant, not a viable applicant. Need a
3 minimum of twenty placement. Why would somebody go after grants
4 for us that we're not eligible for?

5 EXECUTIVE DIRECTOR EVANS: For those that -- I believe
6 that's meaning that they researched the grant for potential
7 opportunities, however there wasn't one there.

8 COMMISSIONER HUBBARD: Well, let me say this: Usually when
9 someone put out a grant they tell you right in the first couple
10 of pages who is eligible to apply for this. So if they spent
11 any time and any work on a grant that they know that we weren't
12 eligible for, you know, that doesn't make any sense, or doesn't
13 provide a viable excuse.

14 I don't think that we need to be paying for grant services
15 if the, if the person doesn't understand that -- how to -- you
16 know, what grants that we're eligible for, what grants they
17 should be spending their time on. It seems like everything is
18 not funded, not funded, we're not eligible for, we need to
19 contact local store assets.

20 It's -- okay. Like the one for Target foundation, it's --
21 hmm. This just doesn't -- I would like to see the actual
22 product. Before we pay this invoice, my fellow colleagues, I
23 would like to see the grants, the grant products. I want to see
24 the actual grants that were submitted. Because I'm going to
25 tell you that those grants are going to be stamped, and they're

1 going to have the date of submission, and the reason they're
2 going to have that is because we all know that there's a
3 deadline on the time to submit them, before we even pay, before
4 we pay these. And --

5 CHAIR DAVIS: Are you asking for the ones that have, that
6 we are qualified for, that we did submit for?

7 COMMISSIONER HUBBARD: The ones that they actually
8 submitted. Anything that they're saying that they actually
9 submitted for us, on our behalf, I would like to see the product
10 please before we pay this grant application.

11 EXECUTIVE DIRECTOR EVANS: Our contract with Langton
12 Associates pays a flat fee, a monthly fee each month, for them
13 to conduct grant services. And I think that this log perhaps is
14 too detailed and it's even talking about the ones that they've
15 looked at that just weren't a good opportunity for the CRA, and
16 perhaps they don't need to report on that to this board.

17 COMMISSIONER HUBBARD: Well, it's not too detailed. It
18 definitely is not too detailed. It's -- I wouldn't have even
19 laid it out like this. The -- so tell me about the grants that
20 you were satisfied with that Langton went after and received for
21 us.

22 EXECUTIVE DIRECTOR EVANS: What I would -- I'm not familiar
23 with the grants program. Annetta Jenkins does help us with
24 that. And she can give a summary of the recent ones that we've
25 applied for.

1 I have had a discussion with Langton Associates, they've
2 been applying for a number of grants and we haven't been
3 successful lately. They are a very well reputable firm. And
4 one of our discussions related to the fact that we haven't had
5 much success is that they'd actually like to expand their
6 services to not only look for grants for the CRA but also for
7 the City. So they had offered to do that free of charge. And I
8 was going to bring that back to the board at a future date.

9 But I just wanted to mention that they did recognize that
10 they've been applying and we haven't had success and they wanted
11 to increase the amount that they're applying for.

12 But I would just ask Ms. Jenkins to identify the grants
13 recently that they've been working on.

14 MS. JENKINS: Annetta Jenkins, Director of Neighborhood
15 Services.

16 If I might, Commissioner Hubbard, point out an example.
17 You mentioned one where we were not eligible, where it required
18 twenty placements. I believe you were referring to the
19 AmeriCorps grant, which was a huge national grant. And a number
20 of grants require that you go through a preliminary process.

21 And I was just conferring with our Clean and Safe manager
22 because in that particular grant we spent several months doing
23 the research and the reconnaissance, because it required a
24 linkage with the state volunteer agency.

25 And we requested a ruling because we knew we did not have

1 twenty Clean and Safe personnel. We were looking for a method
2 to pay the Clean and Safe personnel. So in order to be
3 eligible, in order to be able to respond, we went to a certain
4 level with that particular grant and they came back to us prior
5 to the submission date and told us that we did have to have
6 twenty full-time employees; there was a determination that was
7 made. And Langton and myself and Mr. McLeod did spend quite a
8 bit of time on it.

9 The grants that are there that are showing that they were
10 not successful or not submitted, they're in the pipeline and
11 still showing because we intend to resubmit. A number of them
12 are tied to the public market. And we scored very well on
13 several of them. We intend to apply for the next round. And
14 they were tied to us receiving New Markets Tax Credits. And
15 because we didn't have that critical piece in place, we were
16 not -- we didn't get the final score.

17 COMMISSIONER HUBBARD: Which particular grant was tied to
18 the New Markets --

19 MS. JENKINS: The CED grant. We submitted for that a
20 couple of times. That grant is coming up again in the spring of
21 2017.

22 COMMISSIONER HUBBARD: But for the purpose -- excuse me,
23 Ms. Jenkins. I'm sorry. But for the purpose of this invoice,
24 for this particular invoice, now if we go after it again in
25 March and they have to redo and resubmit it, it will be on that

1 invoice as well. But right now I'm asking about if the work was
2 done and they're submitting for payment, and it's on this
3 particular invoice, then are they requesting payment for this
4 and then they -- I expect if they -- we didn't get it this time,
5 and we decide to go back after it in March, I expect they should
6 also put in an invoice for next March. But you're telling me
7 now that the reason it's on here is because the intention is to
8 go back for it in March?

9 MS. JENKINS: Commissioner, perhaps I didn't explain myself
10 clearly. If you take a look at all of the grants listed there,
11 the dates go back to 2015, I believe, when we engaged them. So
12 they're doing a running accounting of the grants that they are
13 researching, that we've worked on, that we've submitted, that
14 we're preparing. And I am the one who liaises with Langton I
15 guess the most directly. We're working on grants now for 2017.
16 There's several that we're working on. I have several that are
17 due in September. So you're looking at a cumulative list.

18 When they came on board we were asked by the previous
19 commission to show the tally. And I guess to Mr. Evans' point,
20 I don't know if you'd like to see this detail but it's sort of a
21 running tally of the grants that have been applied for.

22 So, more directly, there was not a grant submitted in
23 August or in July that is tied to this particular invoice.
24 They're on a retainer basis. So rather than them charging us
25 per grant, we worked out and negotiated an agreement so that

1 they would get a retainer amount every month over the course of
2 a year. And it worked out to be more cost effective for us.

3 COMMISSIONER HUBBARD: Okay. That might very well be the
4 case, what the intent was and what you desire to show. But what
5 I'm seeing here, the way they -- again, I said I would not have
6 presented it this way, a running tab or a cumulative amount. If
7 I'm saying that this is the work that I'm submitting for my
8 August or my July invoice, then I need to see what -- those
9 things.

10 For example, you say you're working on one for 2017 that's
11 going to be submitted. So because it's going to take equally --
12 maybe it will take all the way to 2017 and you must start
13 preparing now. You know, I can see you showing the fact that we
14 are working on that because it's a very big grant, it's going to
15 take a long time and we have to get prepared now to submit it in
16 2017. But to have just -- I mean what this shows is we're
17 submitting, submitting, for things that we aren't eligible for,
18 that we had no business submitting for. It's showing that we
19 have not gotten anything, and that regardless of us getting a
20 grant or not, we're on the hook for \$5,000. That would be okay
21 if there wasn't an indication on here that somebody is wasting
22 time applying for grants that we are not eligible for.

23 CHAIR DAVIS: Ms. Jenkins, do we have anything in place
24 that shows on a monthly basis what they're doing throughout the
25 month as they prepare for grants, not necessarily the searching

1 process?

2 MS. JENKINS: I don't have a prepared report that shows
3 that. We can take a stab at reformatting the presentation to
4 show current work in terms of research, in terms of visits.
5 Because they do visits for us in Tallahassee and with the
6 county.

7 So if you would allow us to, I'll work with Mr. Evans and
8 finance and we'll come back with a different presentation to
9 show the work that they do.

10 CHAIR DAVIS: Yeah, I would definitely feel comfortable at
11 least having a detailed report explaining what they're doing
12 throughout the process.

13 MS. JENKINS: Yes, sir.

14 CHAIR DAVIS: Because if you look at the way it's written
15 it would show that they are working, let's say in April,
16 nothing's done for three months, but between that there's no --
17 it's showing, basically demonstrating there's no lag time in
18 their efforts with trying to help us get what we need. And I
19 like the suggestion now helping the City out, I think that's
20 great, and to utilize that time to -- you know, the City does
21 need some assistance with some of the grant writing process.
22 Because right now we just got them on a retainer so we have to
23 pay them because the retainer is a part of the agreement. So
24 it's not -- we can't change that agreement in mid-stride of the
25 contract so...

1 But I also would like to see what's been suggested in the
2 current applications that we have submitted, that we have
3 qualified for, so we can review, just kind of see how they were
4 submitted. Just maybe just send it as an e-mail to all the
5 board members. The ones that they stated that we have actually
6 qualified for and they actually submitted. Not the ones they
7 say we wouldn't qualify, as the review just said, you know, they
8 just didn't do anything at all so...

9 And Commissioner Johnson?

10 COMMISSIONER HUBBARD: I had --

11 COMMISSIONER DAVIS JOHNSON: Go ahead.

12 COMMISSIONER HUBBARD: Does the agreement between the CRA
13 and Langton include grant writing for the CDC as well?

14 MS. JENKINS: Yes, it does, if it benefits the CRA.

15 There are a number of grants, and most of these on the list
16 you'll see that the CRA nor the City would be eligible for. And
17 that was one of the benefits of partnering with the CDC. For
18 instance the ones for the public market, the CRA is not eligible
19 for 99 percent of them.

20 COMMISSIONER HUBBARD: What did it mean when it said that
21 funding status for public market was not submitted successfully?

22 MS. JENKINS: For that one we had a problem with our
23 computer system. The grants are so large, there was a problem
24 with one of the certifications through the federal system. And
25 we did appeal that but we lost.

1 COMMISSIONER HUBBARD: Okay. I realize we have a contract
2 with these people but, as you say, you're monitoring them. I
3 think that whatever was submitted and what -- and we were turned
4 down on, I still would like to see the work product. Even if we
5 didn't get it.

6 CHAIR DAVIS: That's what I was suggesting as far as seeing
7 this report, the detail.

8 Commissioner Johnson.

9 COMMISSIONER DAVIS JOHNSON: No.

10 CHAIR DAVIS: And Vice-Chair.

11 VICE-CHAIR MILLER-ANDERSON: When does that contract
12 expire?

13 EXECUTIVE DIRECTOR EVANS: I would have to research that.

14 CHAIR DAVIS: Any other questions?

15 So be prepared the next meeting to have -- well, I guess
16 take your time to figure out how you all are going to present a
17 report so that it explains in a little more detailed information
18 what's going on throughout the process, from the last time a
19 grant was submitted to the current status of where we are now.

20 Madam Clerk.

21 (Motion passed with Commissioner Hubbard dissenting.)

22 CHAIR DAVIS: Item number 4.

23 EXECUTIVE DIRECTOR EVANS: Item number 4 is the monthly
24 report. This covers the month of May through July for our
25 Marina District redevelopment project. We are currently almost

1 complete. We expect the -- we are now working on our punch
2 list. Another item on tonight's agenda is the payout for Weitz
3 and what we anticipate to be a final change order to complete
4 the project. The project is I think 99 percent complete for the
5 Event Center and 99 percent complete now for the Uplands. And
6 we're in the process of making our final payments. I will say
7 that with the payment that's currently on tonight's agenda that
8 we are still holding 1.7 million dollars until they have
9 completed the final punch list. So I just wanted to make it
10 clear that there's still some contingency monies held until it's
11 complete. But they are 85 percent through that punch list so
12 they've been making great progress. And I'm happy the project
13 will be complete very shortly.

14 CHAIR DAVIS: Commissioner Hubbard.

15 COMMISSIONER HUBBARD: Yes. When you took the vote I
16 thought you were taking the vote for -- on the items that we had
17 just gone over. There were a couple other invoices that I --

18 CHAIR DAVIS: We can revisit them.

19 COMMISSIONER HUBBARD: Okay. For number 4, with Weitz
20 Construction. Okay. This is about the change order that Weitz
21 is putting in for?

22 EXECUTIVE DIRECTOR EVANS: The change order is on this
23 agenda, but this is just our regular monthly report which
24 provides the status of the project, this item.

25 COMMISSIONER HUBBARD: So you're not asking us to approve

1 their invoice?

2 EXECUTIVE DIRECTOR EVANS: They have an invoice which is
3 another agenda item, I believe it's number 5. And then a change
4 order is another item, I believe it's item number 7. This is
5 just the monthly report.

6 COMMISSIONER HUBBARD: Okay. I'll hold my questions until
7 the other two items.

8 CHAIR DAVIS: Okay. Anyone else?

9 Madam Clerk.

10 (Motion passed with Commissioner Hubbard dissenting.)

11 CHAIR DAVIS: That's the end of consent. Now we can go to
12 item number 5, Weitz payout application.

13 EXECUTIVE DIRECTOR EVANS: Item number 5 is the monthly pay
14 application from Weitz. This is the 23rd submittal. The
15 project again, the Event Center is 99 percent complete. And as
16 of this payment, this will bring payment to 97 percent on the
17 Uplands, not including the contingency that we've held back.
18 The contingency after you make this payment will still be
19 approximately 1.7 million dollars left remaining on the project.
20 So this is our regular monthly payment, that's been reviewed and
21 approved by both our architect and owner's representative.

22 CHAIR DAVIS: Thank you. Before we go on, Ms. Robinson,
23 did you want to speak on this item?

24 Okay. All right. So any questions by anyone from the
25 commission?

1 Ms. Hubbard.

2 COMMISSIONER HUBBARD: On the pay application and on the
3 change order, can you point out the differences there?

4 CHAIR DAVIS: Just one minute, please. We need a motion to
5 discuss this item.

6 COMMISSIONER HUBBARD: So moved.

7 CHAIR DAVIS: Second?

8 VICE-CHAIR MILLER-ANDERSON: I'm going to abstain from this
9 one.

10 COMMISSIONER DAVIS JOHNSON: Second.

11 CHAIR DAVIS: All right. Ms. Hubbard.

12 COMMISSIONER HUBBARD: The change order is item number 7.
13 But let me ask you about -- you said that there were some things
14 that were left in the punch order -- I mean that had to --
15 excuse me -- that were still on the punch list. So the
16 recommendation to pay this particular item, the items left on
17 the punch list, are they included in the change order or are
18 they on here?

19 EXECUTIVE DIRECTOR EVANS: This is our regular payment
20 through approved change orders only, so the change orders would
21 be separate from this pay app. So if we approve the change
22 order, which is the next item, it would modify the next pay app,
23 but it's completely independent of this particular one.

24 And the way we pay the Weitz project is a percentage of
25 completion. So as they complete the project they submit

1 billings for that month. After they've completed -- this is
2 through 7/31/2016, so this is through July 31st. So this is the
3 status of completion of construction through July only.

4 COMMISSIONER HUBBARD: So I'm -- my question to you, Scott,
5 is that -- not about the change order, because that's going to
6 be under tab 7. Now the punch list that you spoke of, those
7 particular items, there would be a subsequent invoice that comes
8 back to us for payment after the, even after the change order is
9 approved or not approved?

10 EXECUTIVE DIRECTOR EVANS: So if the change order -- right.
11 So following the -- I guess at your next month's meeting we
12 would bring the next monthly payment from Weitz as it proceeds.
13 So if you approve the change order then that would modify the
14 next month's progress payment accordingly.

15 And the checklist, punch list I mentioned, was as a part of
16 completing the project Weitz has built -- completed the project
17 substantially, and then both the architect and the owner do a
18 walk-through and identify all of the items that we feel may not
19 quite meet our expectation or just might be awaiting final
20 completion. And so that of that punch list, they're about 85
21 percent resolved on all of the items. And we expect them to be
22 resolved before we would release the final payments.

23 CHAIR DAVIS: Any other questions, Commissioner Hubbard?

24 I have a quick question. We had our meeting on Monday. It
25 was the first time I actually noticed when you go in the hallway

1 on the first level -- maybe Weitz can help us out with this --
2 why on the north end of the room, the tile in the hallway is one
3 size and on the south end of the room, where the smaller rooms
4 are in the hallway the tile is much larger?

5 MR. WELLS: Which tile are you talking about? The floor
6 tile?

7 CHAIR DAVIS: The hallway. The floor tile when you walk
8 inside, before you go in the large event room, versus the small
9 room. Right down the middle, you look to the right, it's much
10 smaller tile; when you look to the left it's much larger tile.

11 MR. WELLS: It would be -- I don't know the answer other
12 than it's -- that's basically the way it was designed. So the
13 pattern of the tile is designed into the plans. So essentially
14 it's thought out and that's what the architect had requested.

15 CHAIR DAVIS: It almost looks like two separate rooms.
16 When you walk down, if you look to the right the tiles are like
17 these little small little squares; on the other side there's
18 these large tiles on the other side of it. But it's split
19 directly down the middle.

20 MR. WELLS: It's -- I have not --

21 CHAIR DAVIS: Was that a cost savings or something?

22 MR. WELLS: No. No. That would be what was designed into
23 the plans. I don't know specifically, to tell you the truth.
24 We could find out though.

25 CHAIR DAVIS: Okay. Please do. I didn't realize until

1 Monday, I looked down on the floor and it looked like -- it's
2 interesting. I want to know.

3 Commissioner Hubbard, are you ready for your question?

4 COMMISSIONER HUBBARD: The drainage, Scott, we discussed
5 the drainage, you know, at the restaurant for the grease traps.
6 Was that also in a design issue or construction issue?

7 MR. WELLS: Which area specifically are you talking about?

8 EXECUTIVE DIRECTOR EVANS: Well, one of the areas is at the
9 east side of the Event Center, during rain events there's a
10 drain that is experiencing large amounts of water flow right
11 into the area where it will be a future eating area for the cafe
12 and the restaurant. And the water is coming from the second
13 floor roof. And I believe we've identified that as a punch list
14 item. That's -- that's actually an emergency overflow drain.
15 So under a normal rain event there shouldn't be any water coming
16 out of that area. So we've identified it. And it ends up being
17 that there's not the correct sized, I guess you would call it
18 seal around that entrance to that overflow drain. So it's being
19 corrected so that water could flow out of there but only in an
20 extreme storm event so that the roof doesn't gather too much
21 water. Because the roof's normal regular drains would operate
22 so that on a normal basis the water should not be coming out of
23 that drain. So that's a punch list item to be fixed.

24 MR. WELLS: Yeah, exactly. What that -- the purpose of
25 that is that -- that's actually not the grease system, it's the

1 storm system. So what it's designed for is if your primary
2 drainage off of the roof plugs up, so that your roof won't
3 collapse there's a secondary system that's set at a higher
4 elevation. And by code you have to have that in an area that's
5 visually seen so that you know you have a drainage problem. So
6 as Scott alluded to, what's missing is a collar around the drain
7 that needs to bring it up about six inches, so that you get that
8 where that doesn't go into effect until one of the other drains
9 might plug. So in normal circumstances you won't see anything
10 come out of there.

11 CHAIR DAVIS: So does code allow it to be in front of a
12 door entrance like that?

13 MR. WELLS: Yeah, it's got to be in an area that is
14 commonly traffic that they can see. So you need to know you
15 have that issue so that you don't have a roof collapse. So,
16 yeah.

17 CHAIR DAVIS: Even if those restaurant doors open up and if
18 there's a drainage in front of that door, the code allows that
19 to happen?

20 MR. WELLS: Yeah, it allows -- yeah, definitely. You want
21 it in one of the primary entrances or exits. So, again, that
22 would only be in a circumstance where your main system is not
23 functioning correctly so you want to see that. You don't want
24 it somewhere that's back behind the building where you don't see
25 it. You wouldn't necessarily be in that area. In a heavy event

1 you want to see that so you don't get a roof collapse type
2 scenario.

3 COMMISSIONER HUBBARD: Now that you've explained the
4 overflow of the water, maybe you can tell me about the grease
5 traps. For example, the gentleman that's renting the Rafiki
6 Tiki, there was a special pipe or system that had to be put in
7 place to dispose of the grease. Now a grease trap is something
8 that's put in when you're doing the infrastructure, you know,
9 for restaurants and things of that nature. But in order for
10 that to -- he's made an extra grease trap for himself, that was
11 not in there. So I was asking not about the overflow water or
12 the run-off of the water, I was asking why if we're building the
13 infrastructure for restaurants right there in that area, how
14 could we get those CO'd and approved when we do not have the
15 necessary grease traps and for the restaurant itself?

16 MR. WELLS: Sure. So the grease traps were discussed ad
17 nauseam, frankly, during the pre-construction portion of the
18 project, as well as throughout. The challenge you have, and the
19 reason that the designers, and frankly the CRA, chose not to
20 install the grease system, the grease system is sized based on
21 the restaurant, what it's going to be serving, what it's going
22 to be cooking. So you run the risk if you install a grease
23 system that if it's undersized you've basically wasted that
24 infrastructure. So the decision on all of the restaurant pads,
25 including the tenant space, was not to install any grease

1 interceptor system in those areas. So it is not on the plans
2 and it was not part of the project.

3 COMMISSIONER HUBBARD: So you're saying that whatever
4 restaurants come there, will be eligible for license and
5 approval without grease receptacles?

6 MR. WELLS: Not at all. No, they will, as part of their
7 build-out, will have to install whatever system is determined to
8 be the right size. So it can be anywhere from five hundred to
9 two thousand gallons depending upon the volume of service that a
10 restaurant is having. So, yeah, everybody will have to,
11 unfortunately, install a grease system as they build out those
12 restaurant pads.

13 COMMISSIONER HUBBARD: Okay. Yes, that was my question.
14 Not about the water flow at all. Thank you.

15 MR. WELLS: Gotcha.

16 CHAIR DAVIS: Any other questions?

17 All right.

18 (Motion carries, with Commissioner Hubbard dissenting and
19 Vice-Chair Miller-Anderson abstaining.)

20 CHAIR DAVIS: Item number 6.

21 EXECUTIVE DIRECTOR EVANS: Item number 6 is the termination
22 payout for Executive Director Tony Brown, which he was relieved
23 of duty on July 27th, 2016. And we in accordance with his
24 contract prepared the appropriate amount of benefits and
25 payments that would be due based on that contract.

1 And I'll let Mr. Haygood add anything to that.

2 CHAIR DAVIS: Before we get started, we're going to go
3 straight to the public comment on this item and then we'll get
4 back to conducting business.

5 Bruce Guyton.

6 MR. GUYTON: Good evening. For the chair, the rest of the
7 CRA commissioners, my name is Bruce Guyton. And I am here
8 tonight because I am, to be honest, thoroughly disappointed.
9 The termination of Tony Brown without cause -- which tells me
10 you really didn't have a reason -- in my opinion was reckless
11 and irresponsible.

12 Putting that aside, we as a city was on a very positive
13 trajectory, with a lot of positive momentum. Now what we're
14 beginning to experience, in three months, that positive momentum
15 has been completely derailed.

16 As a tax paying resident, as a person who loves this city,
17 this is something that is very, very disappointing.

18 That's a decision that you all made. That's a decision
19 that you all are going to have to deal with.

20 What I don't understand is how someone who has been on the
21 dais for only three months, two months maybe, can make an
22 assessment of the executive director's performance and come to a
23 conclusion that it's time to terminate. To me that's
24 irrational.

25 Different people have different ways of coming to

1 decisions. That was strictly in my opinion political, part of
2 this political agenda and political payback that we all heard
3 about during the campaign. But it's making the whole city look
4 bad.

5 Some said that, you know, when the bickering was up there,
6 that made the city look bad, Bruce. You know, some thought that
7 when we had a passionate exchange, as I consider it, it didn't
8 look good on the city.

9 At the end of the day, three votes, three hands went up to
10 move this city forward. No matter how passionate that
11 discussion got, we stayed on a positive trajectory.

12 We're not there now. A lot of negativity.

13 It is my hope that tonight this severance will be approved
14 so that the city can move forward.

15 And hopefully the three who voted to terminate Tony have a
16 plan that they're going to share with the community of how we're
17 going to move this city forward. I haven't heard why he was
18 terminated or the plan to move forward. And I hope we get that
19 tonight.

20 CHAIR DAVIS: Elizabeth Robinson.

21 MS. ROBINSON: Good evening. Elizabeth Robinson, Riviera
22 Beach.

23 CHAIR DAVIS: Good evening.

24 MS. ROBINSON: Excuse me?

25 CHAIR DAVIS: I said good evening.

1 MS. ROBINSON: Oh. Why, thank you, Chairman.

2 I sort of agree with some of the things that Mr. Guyton
3 said. But I'm here to say that I am disappointed too that we
4 were moving forward and we stopped the forward movement of our
5 city and the redevelopment of our city.

6 However, I don't want to waste my time second-guessing your
7 decision. I'll respect your decision. I may not agree with it
8 but I respect your decision.

9 However, I'm a little concerned that we would say to a
10 person, well, I'm tired of you, I don't want you around, go
11 away, without any cause; but I don't want to follow what the
12 application said or the contract said. We entered into an
13 agreement and we said if we terminate you without cause then
14 there's a penalty for that. When you all made the decision to
15 do that, you knew how it would affect the residents, you knew
16 how it would affect the taxpayers, you knew you would have to
17 pay it out. When you made the decision to terminate the
18 contract you had to have taken under consideration the cost that
19 it would have taken to do such.

20 I try and figure in my brain, when you terminate a person
21 it's because they've done something that you don't like or
22 they've done something against what you've agreed to do. I as a
23 tax paying citizen of Riviera Beach, I have not witnessed that.
24 I've witnessed dirt being turned under the administration of
25 Mr. Brown and his excellent staff, Mr. Evans included.

1 But I'm just concerned that we not prolong this, we go
2 ahead and say thank you to Mr. Brown for his services and that
3 we pay him his severance and let him on his way; and allow us to
4 heal as a city and move forward with whatever your plan is to
5 move us forward; because I'm sure you do have one if you
6 terminated someone who was moving us forward, that you're going
7 to show us some great things. So if you can do it as you say
8 you're going to do, if you know that it's going to cost you
9 this, then do it as you say you're going to do it, do what the
10 contract says to do, and let's heal our city. Thank you.

11 CHAIR DAVIS: Thank you.

12 Ms. Billy Brooks.

13 MS. BROOKS: Good evening everyone. My name is Billy
14 Brooks, 1325 West 28th Street.

15 And I'm here not to criticize you. You know, to the victor
16 goes the spoils. Or the authority. So within your elected
17 positions you have a right to do what you want to do.

18 Yes, I was a little disappointed, as Ms. Robinson said.

19 But I just want to go on record as expressing my gratitude
20 to Tony Brown for what he did for our city. I was one of the
21 commissioners who voted to hire him, I think it was in 2009 or
22 2010. And I have to say that Mr. Brown performed above and
23 beyond our expectations, so for that I want to go on record
24 expressing my gratitude.

25 What I've shared with him is this: Tony, we all have

1 seasons in our lives, you just look to see what's ahead for you.
2 So many times when one door is closed God has a bigger door for
3 you. God is always about promotion, not demotion. So just
4 enjoy this new season and be anxious about what is in the future
5 for you.

6 So far as our city, I'm hoping that all of you will somehow
7 find a way to work together on one accord. You know, a house
8 divided against itself will not be prosperous. So somehow find
9 a common denominator, how can we move forward. And don't let
10 your actions ever be about retaliation but about progress so
11 that our city can continue to move forward. So I thank you for
12 your willingness to serve our city.

13 CHAIR DAVIS: Ms. Dosha Newbold.

14 MS. NEWBOLD: Good afternoon. Dosha Newbold.

15 I basically said on my card I thought that remarks were
16 going to be after you made the decision. However, I'm here not
17 to criticize you all because the decision was made. I just have
18 a few questions. I think that's what my concern is.

19 First of all, I would like for you all to go ahead, since
20 you decided to fire Mr. Brown, go ahead and give him his
21 severance package according to the contract and, like Ms. Brooks
22 said, just let him go on with his life and do whatever he has to
23 do. But I have questions. Do you all have a plan on how we can
24 move forward and continue with the -- especially with the
25 project with the marina. I mean I'm really curious to know, do

1 we have a plan to either make it better or continue what
2 Mr. Brown has already put in position for us to have as a city
3 and, you know, be prosperous. I think that's one of my
4 questions.

5 The other question I have is, from my understanding,
6 because I spoke to Mr. Brown about restaurants and who would be
7 there, and he was -- he actually told me that it will cost a
8 million -- the big restaurants that would like to go in that
9 marina area or event center, they were requesting that the City
10 pay a million dollars to do the build-out, to build it out to
11 make it -- you know, that they would want to come and rent from
12 us or whatever. And I think that's going to be a big concern
13 for us. I'm not sure if everyone that wanted to go there wanted
14 a million dollar build-out by the City, but I don't think that
15 will be a good idea.

16 And no offense to Mr. Brown, Tony Brown, that's my friend,
17 like family, but I want you to answer my question: Are we
18 paying him \$275,000 for twenty weeks of work, or anything of
19 that nature? Well, what is he getting paid?

20 And I really want -- I want to know, and I think all the
21 taxpayers want to know: Just give me three reasons, you know,
22 why you decided to get rid of Mr. Brown. I'd just like three
23 reasons.

24 I mean I sat here tonight and it appears that money is
25 being spent in a large amount, from what you all were

1 questioning, Ms. Hubbard questioned, and I was quite surprised.
2 And if monies was being spent unnecessarily, and that was part
3 of the reason, and as a courtesy you all did it, you know, fired
4 him without cause, you know, I'm glad because you didn't ruin
5 his reputation. But I'd like to know that. I would really like
6 to know. You can tell me publicly or privately, but I really
7 want three reasons.

8 Thank you, and have a nice evening.

9 CHAIR DAVIS: Thank you, Ms. Newbold.

10 Next, Mary Brabham.

11 And I'll answer your questions when we get -- before we
12 call our vote. Thank you.

13 MS. BRABHAM: Ms. Mary Brabham, Riviera Beach.

14 As I said before, Mr. Brown, Tony Brown, will do well, he
15 will continue to do well. He did excellent in this city here.

16 But as I said before, we will move on.

17 Too bad it's always one side against each other. It's the
18 republicans and the democrats. It's always, it's always the
19 minority, but never the majority. So we will move on.

20 I looked over this contract, which I had a copy of it in
21 my, in my paperwork here, and what so astonishes me is his
22 contract period. You work for us. Anybody that works in this
23 city here should be responsible. We are their employers. The
24 contracts, the way that they are written up, is shameful.
25 Always an increase, whether or not you perform or not.

1 He was hired for five days. Five days went from five days
2 to four days. Four days went from four days to three days.
3 Three days went to two days, or whenever. Whether or not he was
4 working at home.

5 But here, you starts out, base salary six percent.
6 185,500. Next, September the 15th, 2015, 191,000; now this
7 equal biweekly \$7,348.65. September the 15th, 2016, if he was
8 still here, \$196,797; biweekly, \$7,569.11.

9 Then if you really want to make us really, really angry --
10 which the residents are angry in this city here, because I sat
11 in every charrette, and the things that we begged for down
12 there, we did not get it.

13 The sun rises in the east and it sets in the west. We
14 cannot be entertained in the daytime on that patio because
15 you'll burn up up there, because the sun just beams down.

16 We asked for an amphitheater over there. Did we get it?

17 We asked for a waterfront view over there. Did we get it?

18 Some things we didn't get, but we're not upset. We're
19 going to continue to make this work for the good of the cause
20 for the city.

21 Then these market credits. I was listening to what
22 Ms. Jenkins said. Have we received them?

23 In his contract here, T. Brown Consulting Group, it engaged
24 in this. That's another, to me, pay to play. So we can talk
25 about Hillary Clinton and her foundation. You got the CRA

1 director here with his own company business here, engaging here
2 of an enterprise here.

3 And I have a vendor list here. \$66,130,750.60. This is a
4 vendor list here, of your CRA enterprises here.

5 And you on Quick Books? Yes, we have some homework to do.

6 Yes, we can make this happen. Yes, we will continue to
7 work.

8 And I, for one, I thank Mr. Brown for his service; but it's
9 things that should have been corrected.

10 If we wanted to keep him, you got to reign him in. You
11 just cannot let them just do as they want to do, when you're
12 paying them X amounts of dollars here.

13 CHAIR DAVIS: Mary --

14 MS. BRABHAM: And these are taxpayers' dollars. These are
15 not the individual dollars. So let us all check ourself.

16 And I wish Mr. Brown well.

17 Scott Evans, I wish you well too. You will continue to do
18 good. Your staff will continue to do good.

19 But we all have to be reigned in. We all have to hold some
20 accountability here.

21 CHAIR DAVIS: Thank you, Ms. Brabham.

22 MS. BRABHAM: Thank you.

23 CHAIR DAVIS: I hate to cut you short, but you have three
24 minutes.

25 That's the end of public comment. So we can get back to

1 discussion.

2 Scott Evans directed a question to Mr. Haygood.

3 MR. HAYGOOD: Yes. The only thing I would add is the
4 proposed severance package payout was calculated by the finance
5 department looking at the -- Mr. Brown's contract. The numbers
6 are what the numbers are. I think this includes everything that
7 was included in the contract. We would pay Mr. Brown his
8 severance package subject to, of course, any tax payments if
9 necessary; and we'll get a release from him for his employment.
10 It's really pretty cut and dried other than that.

11 I will answer any questions you have.

12 CHAIR DAVIS: Umm --

13 COMMISSIONER HUBBARD: Question.

14 CHAIR DAVIS: Commissioner Hubbard.

15 COMMISSIONER HUBBARD: You go ahead, sir. I don't want you
16 to lose your thought.

17 CHAIR DAVIS: Just one quick question. The residents asked
18 a question about for cause and without cause. Would you please
19 just define based on his contract what is for cause and what is
20 not, without cause?

21 MR. HAYGOOD: For cause would have required the commission
22 to actually find -- what I have in the contract in front of
23 me -- where he actually -- I think it was almost to the point of
24 being a criminal --

25 CHAIR DAVIS: A felony.

1 MR. HAYGOOD: Yeah. Misappropriation --

2 CHAIR DAVIS: He can do wrong, do whatever he want, but he
3 would have to commit a felony for him to be for cause, is that
4 correct?

5 MR. HAYGOOD: I'd have to look at it.

6 But again, it was --

7 CHAIR DAVIS: I just want to make sure the residents
8 understand. Is that correct?

9 MR. HAYGOOD: Let me pull the contract up. I'm sorry.

10 CHAIR DAVIS: I want to make sure they get all their
11 questions answered before they leave here today.

12 Because it's a very unique contract, that I didn't vote for
13 because it was too vague.

14 COMMISSIONER HUBBARD: Convoluted.

15 CHAIR DAVIS: Yes.

16 He had to steal or commit a felony to -- I didn't vote for
17 it. I didn't put the residents in that situation. No way. Not
18 a taxpayer. You all deserve better than that.

19 MR. HAYGOOD: For purposes of this agreement, the agency
20 shall have cause to terminate employment hereunder only,
21 romanette 1, if termination shall have been the result of an act
22 or acts of dishonesty by the employee constituting a felony and
23 resulting or intended to result directly or indirectly in
24 substantial gain of personal enrichment at the expense of the
25 agency or, 2, of a willful and continued failure by the employee

1 to substantially perform his duties with the agency after
2 demanding the right to substantial performance delivered by the
3 board of directors.

4 So it wasn't just a felony. If he in fact, you found that
5 he was not in fact doing what he had been told to do, then you
6 could have fired him for cause.

7 CHAIR DAVIS: I asked this question before, and that's not
8 the answer you gave us.

9 MR. HAYGOOD: I don't remember discussing this. It's right
10 in the contract.

11 CHAIR DAVIS: Back in November, when we had the discussion,
12 when all the folks came from North Palm Beach to support
13 Mr. Brown, I said what would conclude for him to be with or
14 without cause; you said he would have to commit a felony.

15 If -- we talked about being dishonest; we talked about the
16 FP&L TIF, when he lied about it and it was proven; we talked
17 about being dishonest when the 7-Eleven site plan was changed
18 before coming before this board; would that play a role. But
19 the only thing that was brought to this board at that time was
20 he would have had to commit a felony.

21 Now if you're saying that dishonesty includes for cause,
22 then that's a different conversation.

23 MR. HAYGOOD: Well, first of all, Mr. Chair, I don't recall
24 the discussion. And the contract, I've already read the
25 contract to you, as I did just now; and there were two grounds

1 for cause. So I don't know how to respond.

2 CHAIR DAVIS: That brings a whole different issue now.

3 COMMISSIONER HUBBARD: Mr. Chair.

4 CHAIR DAVIS: Yes, ma'am.

5 COMMISSIONER HUBBARD: Okay. I was under the impression
6 that that was the reason that that night that we went in the
7 manner in which we was, because it almost had to be a felony in
8 order for us to be able to move with cause.

9 Even without -- even with that being said, or there being a
10 felony that took place, that alone, I don't feel, Mr. Haygood,
11 that in our best interest, if I were you I would have -- you
12 know, I -- that should have been pointed out. Or even to the
13 point we say, hey, his attorney is recommending this, you know,
14 you guys are my client, I would not recommend that you all sign
15 something that states that he has to commit a felony before he
16 can, before he can be terminated.

17 But be that as it may, he has been -- he has been
18 terminated. And I'm sure we're all clear that the severance
19 package has to be met and we do have to pay him. But, the -- my
20 concern is this: Once he was terminated, that triggered a
21 30-day notice. He was basically still an employee for the, for
22 30 days, until --

23 MR. HAYGOOD: The 28th.

24 COMMISSIONER HUBBARD: -- the 28th. And that would expire,
25 and then he would be eligible for his severance package, of

1 course.

2 Now in the meantime he was still an employee, because we
3 were still -- as Scott said it, he was still an employee, he was
4 just not working, because he has to be given 30 days notice one
5 way or the other. Even without cause he is entitled to a 30-day
6 notice. So the 28th triggers --

7 MR. HAYGOOD: Not with cause. With cause you let him go
8 immediately.

9 COMMISSIONER HUBBARD: No, I said without --

10 MR. HAYGOOD: Without cause it had to be a 30-day notice,
11 right, that's correct.

12 COMMISSIONER HUBBARD: Right. Without cause. Because
13 that's what was done.

14 So now, with him still being an employee -- and we are
15 trying to determine how we best move forward, by gathering
16 information about the CDE, the CDC, the LLC that was designed
17 for the Event Center, all entities where Mr. Brown had made
18 himself the president of, so we needed to know -- I know one of
19 them, I know that has been changed now. But putting together a
20 list of questions to ask an employee, so that we can have enough
21 information to get ourselves out of whatever we are in, or to know
22 how we can move forward, when you have someone that's still an
23 employee, you haven't given him his severance package, you're
24 asking him for details that only he would know because he has
25 made himself the president of all these entities, he refuses to

1 answer the question.

2 We're going to need detailed information so that we can
3 best make our judgment to move forward.

4 Would you not agree, Mr. Haygood, that we need that
5 information in order for us to be able to talk intelligently
6 with you about where do we want to go with those three entities?

7 MR. HAYGOOD: Well, you got -- in the letters, the
8 questions that you posed were not posed by the board. If you
9 want to pose it by the board -- you got a response from his
10 attorneys saying that he was not going to do it, they wouldn't
11 answer it.

12 I tried to provide some material to you regarding the
13 organizations that we set up.

14 COMMISSIONER HUBBARD: Yes, I did get those.

15 MR. HAYGOOD: Yes. And as far as -- I think -- well, the
16 first issue is when he was terminated it was without cause. I
17 was not asked about it. No one asked me on what grounds could
18 you terminate him. It was a motion made that you were going to
19 do it without cause, and it went forward on a vote. So as it
20 stands now -- and it was immediately --

21 CHAIR DAVIS: Question.

22 MR. HAYGOOD: Yes, sir. Let me finish.

23 He was terminated immediately. And as a result I drafted a
24 termination letter saying that he was relieved of all duties
25 immediately as of that time.

1 CHAIR DAVIS: When the question was proposed, when the
2 comments were made as defining without cause, by the maker of
3 the motion, which was me, at that time, when I made that
4 definition you did not also add that him being fabricating -- is
5 that what the contract states?

6 MR. HAYGOOD: Yes, sir.

7 CHAIR DAVIS: Other than committing a felony, you did not
8 add the other part --

9 MR. HAYGOOD: You didn't ask --

10 CHAIR DAVIS: -- dishonesty.

11 MR. HAYGOOD: Yes. I wasn't asked at all. You didn't ask
12 me.

13 CHAIR DAVIS: No, my question is, when I made the statement
14 as I was trying to define it, at some point it was your job to
15 correct me if I was wrong.

16 MR. HAYGOOD: No, I don't think so.

17 CHAIR DAVIS: Hold on. You --

18 MR. HAYGOOD: That is -- no, sir. That is not my -- you --

19 CHAIR DAVIS: Hold on --

20 MR. HAYGOOD: -- I don't want to get into --

21 CHAIR DAVIS: With all due respect --

22 MR. HAYGOOD: Yes, sir.

23 CHAIR DAVIS: With all due respect. We're going to
24 conduct -- we're going to keep moving, flow really smooth.

25 Now, you drew the contract though.

1 Who drew the contract.

2 MR. HAYGOOD: I drafted the contract. But it was approved,
3 discussed with each of you before it was approved. Mr. Brown
4 went to each of -- I have a copy of the memo here -- and said he
5 had discussed the contract with you all. I merely memorialized
6 your agreement. I didn't come in and say, well, Mr. Brown
7 shouldn't be getting 180,000. That's not my purpose. That's
8 not my job.

9 CHAIR DAVIS: Here's the problem with this. Why would any
10 board member have a legal conversation with the executive
11 director, not the CRA commissioner attorney? I can't rely on
12 Mr. Brown for legal advice.

13 MR. HAYGOOD: It wasn't legal advice. The discussions that
14 you had -- and I'll pull the memo. This is dated September 9th,
15 2014. Dear Mrs. Davis, you asked me to provide a formal reply
16 to contract terms after I had negotiated with individual members
17 of the CRA board. I believe the changes that I propose below
18 will represent the consensus of terms for an agreement of
19 employment terms. And he went -- and it went through -- I mean
20 he went through it with each item and discussed it with you all.
21 And I was told that was the agreement that you wanted to form.
22 There's nothing else illegal about this contract.

23 I don't make policy.

24 COMMISSIONER HUBBARD: Two things, Mr. Chair.

25 One, I think as a board commissioner if I have some

1 questions of the executive director, being that the executive
2 director answers to the board, how can I be expected to vote on
3 things and you sit here to tell me that I don't have the right
4 to ask the questions. I didn't send them directly to him. I
5 just sent them to you and to the City attorney, because these
6 are the things that I wanted you to have him to answer. Because
7 I wanted enough information to make an intelligent decision.
8 That's, that's one thing.

9 So I don't agree with you that, that I was out of place
10 asking him for information about the entities that he had set
11 up. How else was I going to know? Because as long as he was
12 still an employee, I had the right to ask that. Once he -- on
13 the 28th, when he was no longer an employee, then I would not
14 have had the grounds to ask him those questions. And that's why
15 I was asking him those questions, because we still had enough
16 time to do my due diligence and ask questions.

17 I saw the scanty letter that his attorney wrote. But it
18 was not of substance, because it made no sense. What they
19 failed to indicate or consider in the comments was that he was
20 still an employee of the CRA. And until the 28th he will be so.
21 So we have every right, every right, to ask him questions about
22 his day-to-day activities and the entities that he constructed
23 as the executive director.

24 The second thing I wanted to ask on the severance pay,
25 there was no backup about the unused sick time, the unused

1 vacation time. It was just merely logged here, as most invoices
2 that come from the CRA. Nothing to show -- as many days as
3 Mr. Brown is away and out, it's almost impossible to conclude
4 that he has this much unused sick time and unused vacation time.

5 Even since I've been here, I know three times he said, you
6 know I'm going to be out on vacation; I wanted to get with you
7 because when you come in I'm going to be on vacation. Three
8 separate times.

9 So not to say that he don't have this time, this amount of
10 time, but it did warrant some backup. We did deserve or warrant
11 some backup.

12 And for us to ask these questions, there's nothing wrong
13 with it. We were elected to represent people. And as one of
14 the speakers said, the public wants to know. And it's our job
15 to ask.

16 MR. HAYGOOD: In response: The questions that you asked me
17 to pose to Mr. Brown, I sent. So I didn't did not do what you
18 asked me to do.

19 COMMISSIONER HUBBARD: And I'm not accusing you of that,
20 sir.

21 MR. HAYGOOD: Well, it wasn't clear in your comment.

22 Number two, there was a log kept by staff of his vacation
23 time and his sick leave. Which you're welcome to see. I had
24 nothing to do with the computation; it was all done internally
25 within the administration of the CRA. And if you want to see

1 it, I'm sure it's available.

2 I will say that this draft that was prepared for Mr. Brown,
3 he's agreed to it as far as the calculations is concerned. And
4 I think it's pretty clear that they are correct according to
5 what he's entitled to in his contract.

6 COMMISSIONER HUBBARD: But I think that -- Scott, I think
7 that we should have gotten that down as a point, as a part of
8 the backup.

9 Secondly, Mr. Haygood, you said it wasn't clear in my
10 comments. My question was clearly that I felt that -- or
11 statement. I didn't feel that I was wrong in asking you to
12 submit the questions to him. I never said you didn't submit
13 them. I said I didn't feel that there was anything wrong with
14 posing the questions through the attorney to the employee.
15 Because as of the 28th he will no longer be our employee; that's
16 when we lose our right to ask him questions. So that's what I
17 was saying. Not to say you didn't give them to him. Surely you
18 gave them to him because we have the response.

19 VICE-CHAIR MILLER-ANDERSON: So, Mr. Haygood, as an
20 employee that is still ours, what legally protects him from
21 having to answer the questions?

22 MR. HAYGOOD: Well, his attorney has taken the position
23 that he will not answer them. I guess to move forward --

24 VICE-CHAIR MILLER-ANDERSON: So is that insubordination?
25 If he's still an employee.

1 MR. HAYGOOD: Well, what makes this a bit difficult is that
2 at the time that he was terminated it was effective immediately.
3 In other words, he was not to engage in anything dealing with
4 the CRA. So that makes it, I think, a little more difficult.

5 It seems to me that if you want to -- I guess if you want
6 to pursue it, or look into it, it's not as if you are in
7 litigation and you are asking, sending him interrogatories. But
8 if it's up to you and you direct me, we'll see if there is some
9 grounds to get this information. If the board directs me, I
10 will see -- I don't know of any cause of action that you would
11 have against Mr. Brown.

12 COMMISSIONER HUBBARD: I didn't think we were looking for
13 any cause of action. I just wanted to get the information so
14 that we would be able to determine in which direction we were
15 going. And I think that's what his lawyer got from the
16 questions, that somebody is trying to "I gotcha" or catch him in
17 something or build a case for cause. Under no circumstances is
18 that what the questions were built on.

19 It was information that we're going to need to move
20 forward. That was all the questions were about.

21 And the defensive that somebody is trying to set him up for
22 cause because we don't want to pay \$150,000, by no means am I
23 squabbling about the \$150,000.

24 What I'm saying, we need to know the information so we can
25 make the best decision. When you got three separate entities

1 where this man is the president, we've got to know what we're
2 dealing with.

3 MR. HAYGOOD: Well, I -- I sent you the information. I
4 actually formed the entities I know that were involved in the
5 financing of the marina. We've sent you all those documents.

6 Mr. Chair was at the meeting in which the CDE met. Which I
7 represented to the board and made it clear that Mr. Brown would
8 no longer serve as president because he's no longer the CRA
9 director.

10 CHAIR DAVIS: What about him being a member of the board?

11 MR. HAYGOOD: He's no longer a member of the board.

12 CHAIR DAVIS: Okay. I have a question, Mr. Haygood. As a
13 reference -- when you look at where we are now, with the
14 situation with our executive -- moving forward, the question I
15 have is: When we had the FP&L TIF situation, when Mr. Brown had
16 approved a budget based upon receiving FP&L TIF -- do you
17 remember the conversation? Do you remember that?

18 MR. HAYGOOD: Yes, sir.

19 CHAIR DAVIS: At that time Mr. Brown was warned by the
20 property appraiser and informed about the way the properties was
21 appraised was the real intent of the property. Do you recall
22 that conversation, that meeting?

23 MR. HAYGOOD: Yes, sir.

24 CHAIR DAVIS: And he knew that but he still approved the
25 budget based upon the opinion of TIF. Correct?

1 MR. HAYGOOD: Well, it was approved. But I don't think he
2 understood -- at least his explanation was he didn't understand
3 the significance of whether it was going to be real property
4 versus tangible personal property.

5 CHAIR DAVIS: At the time I submitted the document into the
6 record, sent from the property appraiser's office, explaining to
7 him that they used an example of a plant, of a power plant on
8 the west coast, and they gave him a clear example on how that
9 property was appraised so he could understand how he can balance
10 his budget for the upcoming season. Do you recall that? That
11 information was read into the record, from the property
12 appraiser's office.

13 MR. HAYGOOD: I recall a discussion about whether or not --
14 when in fact he was told. Mr. Brown's explanation was he did
15 not understand the significance.

16 CHAIR DAVIS: This did not come from me. It came from the
17 property appraiser's office.

18 MR. HAYGOOD: I told you what I recall.

19 CHAIR DAVIS: I just want to make sure that the public
20 understand that Councilman Davis received information from the
21 property appraiser's office showing that Mr. Brown knew, and was
22 warned, and was given sufficient information explaining to him
23 how to move forward, how to appraise what's tangible and what's
24 real, so he can calculate into his budget whether or not he can
25 move forward.

1 In that e-mail he told the property appraiser that
2 something must be wrong with his calculations. And I stated
3 that on the record at that meeting at that time.

4 And when it came down to it, we had -- people don't like
5 calling it a bailout -- 4.5 million dollars of taxpayers'
6 dollars had to be given to the CRA. And the question was why
7 that motion was put in play at the time. And at the time, that
8 was deceiving. And I want to know, does that still constitute
9 as deception and potentially for cause?

10 MR. HAYGOOD: I think you'd have a hard time once you've
11 terminated him without cause to go back now and say it's going
12 to be for cause.

13 CHAIR DAVIS: Well, he's still an employee, so he has 30
14 days on the 28th, so we have not expired, missed that position
15 at this time. So that's the conversation I would like to know,
16 will be --

17 MR. HAYGOOD: Mr. Chairman, I think you would have -- now
18 you, you know --

19 CHAIR DAVIS: No, I --

20 MR. HAYGOOD: Let me finish.

21 Obviously you are the client --

22 CHAIR DAVIS: Thank you.

23 MR. HAYGOOD: -- and I am the attorney advising you. But
24 ultimately you have the final decision as the client.

25 I will tell you that I think you are going to expose the

1 board of the CRA, expose it to possible legal fees and costs if
2 you now try to change the grounds for which he was dismissed to
3 with cause at this point.

4 CHAIR DAVIS: Is there anything against the law that states
5 that we cannot put another motion on the floor?

6 MR. HAYGOOD: I don't know --

7 CHAIR DAVIS: Legally. I don't want you to do anything
8 illegal, so let's be clear.

9 MR. HAYGOOD: Again, you can do what you want to do. I
10 will tell you that if you try to change --

11 CHAIR DAVIS: That's not the question. The question is, is
12 there anything against the law for me to put a motion on the
13 floor to make a different motion, because as of September 28th
14 he is no longer an employee of the CRA?

15 MR. HAYGOOD: August 28th.

16 CHAIR DAVIS: August 28th. I apologize. Stand corrected.

17 So at this time he's still considered an employee legally.
18 So if I was to put a motion, or any member of this board, to put
19 a motion on the floor to make it for cause because of the
20 financial situation of the 4.5 million dollars that was
21 discussed at that time, we're still dealing with to this day?

22 MR. HAYGOOD: But the problem of course is that you knew
23 before you did it --

24 CHAIR DAVIS: No, no. See, you -- hold on.

25 Mr. Haygood. Attorney Haygood.

1 MR. HAYGOOD: Yes, sir.

2 CHAIR DAVIS: I just want you to remember you work for this
3 board. Not Mr. Brown. Because I asked a direct question yes or
4 no, and you have yet to answer the question.

5 MR. HAYGOOD: You can't answer all questions yes or no,
6 sir.

7 And I'm not trying to be -- you know, as I told you, if you
8 want to change the motion you can do it as a board member. You
9 asked me -- I don't know if it's illegal. What I am telling you
10 is that I, in my opinion, think you're going to be exposed to
11 costs and attorney's fees if you do it. Now whether or not you
12 consider that illegal, there's nothing illegal about you making
13 a motion.

14 CHAIR DAVIS: No, what I'm saying is, you made a position,
15 you made an opinion about what can happen. That's fine. I'm
16 asking the question so I can be very clear if something was to
17 happen, hypothetically speaking. All I asked for, yes or no. I
18 keep getting assessments and a big analysis of something that
19 may happen. I'm not talking about may. I'm talking about shall
20 happen.

21 What is our position as the CRA commission, that work for
22 the City of Riviera Beach? How can an employee --

23 MR. HAYGOOD: Mr. --

24 CHAIR DAVIS: Hold on. Hold on. No, no, no. You can't
25 keep intercepting now.

1 How can an employee, sir, with all due respect, come to
2 this board, make a recommendation, knowing one thing, but tell
3 this board something else; and you have a contract that you
4 wrote that states -- and I asked this question over and over
5 again -- that in that contract, other than him committing a
6 felony, is there anything else.

7 MR. HAYGOOD: And I read the contract to you.

8 CHAIR DAVIS: And based upon that contract, when you start
9 talking about not being truthful, how does that not fall,
10 constitute within that guideline? Tell me why.

11 If you don't tell the truth, you just don't tell the truth.
12 You don't say you don't tell the truth just in case, just in
13 case. A truth is a truth. Fabrication is something else.

14 And I'm asking.

15 MR. HAYGOOD: You're asking me --

16 CHAIR DAVIS: On behalf --

17 MR. HAYGOOD: -- can you make another --

18 CHAIR DAVIS: As a representative of this board, one member
19 of this board --

20 MR. HAYGOOD: Yes, sir.

21 CHAIR DAVIS: -- based upon him asking the board at the
22 time, and this board dealing with these issues and all these
23 budget restraints, whether people like it or not the taxpayers
24 are going to have to foot this bill.

25 MR. HAYGOOD: Well, Mr. Chair, first of all, you have the

1 money. I mean so that's the --

2 CHAIR DAVIS: No. Hold on. Because you have money -- the
3 taxpayers have the money, not me.

4 MR. HAYGOOD: Yes.

5 CHAIR DAVIS: Let's be clear on that.

6 MR. HAYGOOD: When I say you, I meant the City and the CRA.
7 But, you know -- okay. If you want to make the motion, you
8 have the right to make the motion. I have given you my
9 assessment of what would happen, I think, if you pursue this.
10 And you can go from there.

11 CHAIR DAVIS: I'm just trying to find out -- and my
12 question has yet to be answered. And in that question all I
13 asked was, telling the truth or not telling the truth, yes or
14 no? Based upon that situation.

15 COMMISSIONER HUBBARD: Mr. Chair.

16 CHAIR DAVIS: Commissioner Hubbard.

17 COMMISSIONER HUBBARD: I think, you know, at this stage of
18 the game, because we have dismissed him with cause --

19 MR. HAYGOOD: Without cause.

20 COMMISSIONER HUBBARD: Excuse me. I'm sorry. Excuse me.
21 Without cause. It brings two things to bear. One, we knew that
22 he had already given us fraudulent information at that time.

23 CHAIR DAVIS: Correct.

24 COMMISSIONER HUBBARD: So if we were to go to court to try
25 to make that claim, the average judge is going to say if you

1 were going to hang your hat on that for cause, that you should
2 have done that upfront and you should have done that then.

3 CHAIR DAVIS: Okay.

4 COMMISSIONER HUBBARD: The second thing that I think that
5 would happen, even though we don't feel that the rest of the
6 reasons for his termination was clear at that time, the judge is
7 still going to say it was our responsibility to know what --
8 whether deceit or federal or felony, both of those things are
9 going to still be our responsibility to have known.

10 MR. HAYGOOD: And to prove.

11 COMMISSIONER HUBBARD: I'm sorry?

12 MR. HAYGOOD: And to prove.

13 COMMISSIONER HUBBARD: And to prove.

14 Well, we already have proved the piece about, about the,
15 what funds we would be receiving, real or tangible property, so
16 that's not, that's not questionable.

17 But because we did not use that, because we did not use
18 that reasoning at the time of dismissal, the judge is going to
19 say, you knew that, why did you not use it then, why are you
20 coming back to try to use it now. So I think that that's what
21 would happen to us if we were to try to go down that path.

22 And the same thing I reiterate as far as the reasoning, the
23 deceitfulness as opposed to the felony, or in addition to the
24 felony, we would still be subject to the same burden of proof.

25 The only thing that I say to this end now is what I said

1 before, we need certain information to move forward. We asked
2 these questions. We had every right to ask these questions.
3 He's still an employee, and he should answer these questions
4 prior to us approving his severance package.

5 Now, Mr. Haygood is confident that there is the backup for
6 the sick and unused time. But I think that administrators and
7 professionals should have and would have attached the
8 documentation for something this important and of this magnitude
9 that they are asking us to approve.

10 So when we get the questions answered, by all means we
11 should approve the severance package. The severance package is
12 what the severance package is.

13 Our employee needs to answer the questions so that we can
14 move forward. Don't try to leave us hamstrung and ask us for
15 money at the same time. All we're asking you for is backup
16 information so we can let you go and you can let us go.

17 CHAIR DAVIS: Commissioner Hubbard --

18 COMMISSIONER PARDO: Mr. Chair.

19 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

20 CHAIR DAVIS: -- I think that that's well spoken.

21 We'll go to Commissioner Johnson. Then we'll go to
22 Commissioner Pardo.

23 COMMISSIONER DAVIS JOHNSON: So my concerns with this
24 entire situation is, when I came on board and was sworn in April
25 4th I received a document that was entitled affiliate

1 relationships. It's dated July 20th, 2015. It provides
2 organizational charts; it breaks down the Riviera Beach CDC, the
3 Riviera Beach CDE, the Riviera Beach Event Center LLC. Am I the
4 only one that got that document?

5 CHAIR DAVIS: I'm the one that requested, put that packet
6 together. And I was accused of researching -- by wanting this
7 information so that people moving forward can have something in
8 place, that's how that packet got put in place. But everyone
9 don't have that though.

10 COMMISSIONER DAVIS JOHNSON: So does this not go to answer
11 the question? Or are there some other entities that are out
12 there that we don't know about?

13 COMMISSIONER HUBBARD: See, the status is the concern.

14 COMMISSIONER DAVIS JOHNSON: The status of these
15 organizations here, these affiliates?

16 COMMISSIONER HUBBARD: Right. Yes, ma'am. The CDC, the
17 CDE, and the LLC, and how the commingling and where we are and
18 how, you know, debt service is tied to this or to that. That's
19 all the questions are about.

20 Answer those questions so that when we're moving forward we
21 can know, oh, you can't do this because that is tied to this;
22 and now you're trying to make a move with the CDE which was
23 created so that we could borrow the money on the Event Center,
24 the LLC for the Event Center, so we could apply for those tax
25 credits. So that had to be done. And we realize that that had

1 to be done.

2 But now you have the CDC, where he was the president, the
3 City is giving money so that it can go to fund things that --
4 well, we're being asked to give money so that the CRA now can
5 give that pot of money to the CDC for it to function.

6 And you mean to tell me that it is wrong for me to want to
7 straighten out the commingling of all of these agencies and to
8 know how they are set up, how they are being funded, and what
9 money we're transferring from one to the other? We have a right
10 to know that. We have a right to know that. Not only do we
11 have a right to know that, we have a duty to the residents of
12 Riviera Beach to straighten that mess out and be able to get
13 that information prior to Mr. Brown leaving.

14 I thought that Mr. Brown would be glad to give us that
15 information about those entities that he created.

16 COMMISSIONER DAVIS JOHNSON: So, Mr. Evans, in your
17 capacity, prior to being named as interim, what information do
18 you have with regards to this?

19 EXECUTIVE DIRECTOR EVANS: So I, I sit on the CDE as a
20 board member; and they recently made me the president of that
21 entity.

22 Additionally, Mr. Brown has offered to volunteer to help in
23 any way if we have questions going forward related to the CDE.

24 Additionally I've become the president of the CDC board
25 now, replacing Mr. Brown in that capacity. As the executive

1 director he was president of both those agencies. So I have now
2 assumed that role also.

3 COMMISSIONER DAVIS JOHNSON: And in that capacity what's
4 your role? What are your responsibilities?

5 EXECUTIVE DIRECTOR EVANS: To participate in those boards
6 and on those agencies and help guide them and direct that they
7 proceed in a correct manner and one that would move the City
8 forward and one that would be consistent with what this board
9 would like to do.

10 COMMISSIONER DAVIS JOHNSON: And is there any historical
11 documentation that supports what relationships, contracts, New
12 Markets Tax Credits, whatever is associated with each of those
13 individual organizations? Where is the information that talks
14 about the relationship and the interconnectedness that is
15 available for you to provide to us?

16 EXECUTIVE DIRECTOR EVANS: So all of the board meeting
17 minutes, all of the contracts, the bylaws, that's all maintained
18 for the CDE in the CRA office. And, actually, Darlene Hatcher
19 helps us with that. So we maintain all those documents.

20 MR. HAYGOOD: And you have a management -- the CRA manages
21 the CDE, and it gets paid for it. This is without compensation,
22 nobody is getting paid any other funds. This is all under their
23 base salaries. We structured it that way to ensure that the CRA
24 had control over these entities.

25 And the reason that you have three members of the CDE board

1 who have to be employees of either the City or the CRA was to
2 ensure that the CRA, that this would be something that would
3 help the CRA with developing, through tax credits, developing
4 the marina area.

5 I've provided to each of you a copy of the bylaws; copies
6 of articles of incorporation; copies of the culpable grant
7 agreement, which is the way that the money moved from the CRA
8 into this; and also a copy of the management contract where the
9 CRA manages the CDE.

10 COMMISSIONER DAVIS JOHNSON: So with the immediate
11 termination of Mr. Brown, where does that leave us? Because you
12 say in one document it says immediate termination and then we
13 come back and we say we have him --

14 MR. HAYGOOD: Because of the notice provision.

15 COMMISSIONER DAVIS JOHNSON: Because of what?

16 MR. HAYGOOD: Because of the notice provision. You
17 couldn't -- in other words, he couldn't be terminated and have
18 severance pay as you had asked me. It required a 30-day notice.
19 So in keeping with the intent of the motion, the letter said you
20 are hereby relieved of any further duties.

21 COMMISSIONER DAVIS JOHNSON: Right.

22 COMMISSIONER HUBBARD: Question.

23 CHAIR DAVIS: Commissioner Johnson -- I think she has
24 another question.

25 COMMISSIONER DAVIS JOHNSON: Well, the concern that I have

1 is, yes, we need to know the information. But is it practical
2 or are we suggesting that if we don't get this information
3 before the 28th we stand never to know it? Is there not a way
4 for us to gain the information that we are seeking as it relates
5 to the specific, the specifics of the questions that were posed
6 by Commissioner Hubbard?

7 CHAIR DAVIS: This has been one of the issues we had:
8 Every time we've asked, or at least me as the commissioner for
9 the last three years, asked questions to be prepared to answer,
10 to discuss issues in the meetings, Mr. Brown would select a
11 select few people who he would do business with. Just like that
12 same meeting, if you recall, I sent the e-mail to Mr. Brown,
13 thanking him for our preparation on that Tuesday, and I sent the
14 e-mail to him, cc'ing the entire council, saying no response
15 needed, so that everyone know what I was asking, so we can all
16 review the presentation. One of those questions in that meeting
17 was, please be prepared with the Gilbane and Weitz Construction
18 to talk about all of the construction on projects that were
19 value engineered out at the marina; explain why they were value
20 engineered out and who had discussions at the table. Please.
21 And there was three questions. That was the one that was at the
22 top. He never answered those questions.

23 He came to this very meeting, like you all witnessed, and
24 stated, read page 3 -- or page 30, I think it was. I asked him
25 to put together a presentation. Because at that time I wanted

1 you all to understand when we go back to the public how to
2 answer these questions with all these things that did not get --
3 happen at the marina, so he can present to explain why. Because
4 I'm tired of people approaching me in the community for me to
5 answer a question I don't have the answers to when it comes to
6 the Event Center.

7 You talk about the stage. How did that happen?

8 You talk about the drainage system. How did that happen?

9 You talk about how did we go from a stage to having a
10 building that has no use.

11 Why is the wall so high? Why don't we have a water view?

12 And what I stated, I say I want to make sure in the next
13 meeting we have, that we have Mr. Brown just give you a
14 presentation. And in that meeting he just simply refused to
15 answer the question.

16 And now we're at another stage now where Commissioner
17 Hubbard wants the questions answered. She wasn't trying to stop
18 him from having anything; she just wanted some things so that we
19 can move forward.

20 And once again, just like previous times, we can't get
21 questions answered.

22 So at some point the decision was made, because I feel like
23 the people need to be able to get their questions answered; they
24 need their tax dollars working for them. That's everybody in
25 the entire city.

1 And now we're at again where Ms. Hubbard, Commissioner
2 Hubbard, can't get her questions answered and in due time.

3 I have no problem moving forward, I mean making sure that
4 Mr. Brown get his money so he can move on to where he need to
5 move on; and we conduct business with a plan, a vision, figuring
6 out which direction we're going.

7 Business has not stopped. Maybe some redirection. So
8 we're doing well. We're doing well.

9 COMMISSIONER HUBBARD: Mr. Chair.

10 CHAIR DAVIS: Commissioner Hubbard. No, let me get -- I
11 don't want to exclude Pardo, because Johnson was next and I did
12 say Pardo, and then we'll come back to you.

13 COMMISSIONER PARDO: Oh, well, thank you.

14 Okay. So there's a couple of things that you guys need to
15 keep in perspective. You know, I've heard someone say that
16 Mr. Brown lied and he was deceitful and, you know, he was full
17 of deceit when it came to this FPL money. But I didn't hear
18 anyone talk about our bond counsel who said we were getting the
19 money. I didn't hear anyone talk about the City who thought we
20 were getting the money, the County who thought we were getting
21 the money.

22 BB&T. All right? They lent us 30 million dollars because
23 they thought we were getting the money.

24 So it wasn't just Mr. Brown who thought we were getting the
25 money. All of these other entities and professionals thought we

1 were getting the money.

2 So, you know, if you want to start interrogating people,
3 perhaps we need to interrogate those people, because we also
4 paid them to give us advice.

5 The severance sheet. I totally understand what Ms. Hubbard
6 is asking for. But, remember, we received this package last
7 week. So did -- you know, I don't know if you reached out to
8 staff but, you know, perhaps you should have reached out to
9 staff to ask them for the backup; so when we came to the
10 meeting, you know, your questions would have been answered.

11 The other thing I'd like to mention is the entities that
12 were formed, they were all formed by Mr. Haygood. So I would
13 think if anyone has any questions, you can ask the attorney.
14 The attorney would probably give you the ins and outs of
15 everything because he created them, you know. So I don't know
16 if, you know, at this point if we really need Mr. Brown to give
17 us anything.

18 The other thing I would like to hear from is Mr. Brown's
19 attorney. She's sitting in the audience. And, you know, let's
20 hear it from her. Someone mentioned a letter that she had sent.
21 I'd like to -- Mr. Chair, if it's okay, I'd like to hear from
22 the attorney, to hear what she has to say.

23 CHAIR DAVIS: No, at this time this is a board discussion.
24 And if the attorney want to have a discussion, she can sit down
25 with Haygood at a later date. But this is a public meeting for

1 us to discuss how we're going to move forward.

2 The attorney had a chance to put in a comment card in time
3 like everyone else did, with all due respect, to have this
4 discussion.

5 When we talk about the bond counsel, let's have this
6 discussion. In that meeting in November I stated, why did
7 anyone -- and I requested that the bond -- to Mr. Brown, once
8 again, please, Mr. Brown, at the next meeting have the bond
9 counsel come to the CRA meeting so we can discuss what
10 conversations will happen when our bonds were not for sale; what
11 was it based upon and what information was given. Guess what
12 happened at the next meeting? They were not available.

13 When you talk about BB&T, Mr. Brown works for BB&T as an
14 adviser. So once again he's working for BB&T -- is that
15 correct? Yes or no?

16 MR. HAYGOOD: I don't know.

17 CHAIR DAVIS: I asked that question in the meeting. I
18 said, Mr. Brown -- he disclosed it.

19 MR. HAYGOOD: Oh. Okay. I don't know.

20 CHAIR DAVIS: Well, he disclosed it.

21 MR. HAYGOOD: Is he getting paid? Is he on the advisory
22 board?

23 CHAIR DAVIS: He's an adviser for BB&T. BB&T has a lot of
24 real estate. And his job is to deal with those real estate and
25 those values.

1 MR. HAYGOOD: I didn't know that.

2 COMMISSIONER PARDO: I didn't know that either.

3 CHAIR DAVIS: I asked the question in the meeting. He
4 disclosed it.

5 MR. HAYGOOD: Okay. I knew -- I thought he was on some
6 type of an advisory board. I didn't know he was --

7 CHAIR DAVIS: He works for BB&T as an adviser. FP&L were
8 having conversations with him. The bond counsel never came
9 before the board to explain what happened when it went for sale.
10 And at that time, when that did not happen --

11 MS. ROTBART: Excuse me for a second.

12 CHAIR DAVIS: Excuse me. You don't -- no, you do not have
13 the floor.

14 MS. ROTBART: I'm going to caution you --

15 CHAIR DAVIS: Excuse me, ma'am, you do not have the floor.
16 You do not have the floor. The chair has the floor.

17 MS. ROTBART: I don't care what floor I have. I'm going to
18 caution you right now --

19 CHAIR DAVIS: Officer. Is there an officer in the room?
20 Please, have this young lady have a seat.

21 COMMISSIONER HUBBARD: Officer, do your job, officer.

22 CHAIR DAVIS: We're not taking you out of the room. Ma'am,
23 please have a seat, ma'am, with all due respect.

24 COMMISSIONER HUBBARD: Officer, remove her from the dais.

25 CHAIR DAVIS: Now please just have a seat. You're more

1 than willing to sit down in public like anyone else, but please
2 have a seat.

3 Thank you, ma'am.

4 Now, back to this meeting. At that time all these
5 conversations will happen -- and just like now, his attorney
6 came to this board and threatened us then.

7 MR. HAYGOOD: Mr. Chair, I will tell you that --

8 CHAIR DAVIS: We just want to move on with the city. He
9 can do what he got to do and we do whatever.

10 The problem is questions never get answered, and this is
11 why we need to move forward. And the taxpayers get caught in a
12 meeting that's not conducting business.

13 We need to continue to have -- we're having great meetings.
14 Things have been flowing. We finally agree to disagree and just
15 conduct business.

16 All we ask for is great legal opinions. Commissioner
17 Hubbard asked for some things she'd like to get done. Once
18 again questions are not being answered. So all I'm stating is,
19 where do we go from here?

20 COMMISSIONER DAVIS JOHNSON: May I ask a question?

21 CHAIR DAVIS: Commissioner Johnson.

22 COMMISSIONER DAVIS JOHNSON: So in light of the question
23 posed by Councilperson Pardo with regards to Commissioner
24 Hubbard's questions, Attorney Haygood, if you created the
25 entities, can you not answer these questions? With the

1 exception of maybe, what, question nine. I'm interested in
2 knowing. Because if you created it, you should be able to give
3 us specific information as it relates to the questions that have
4 been posed, so that we can, you know, move forward.

5 MR. HAYGOOD: I can answer the questions as they relate to
6 entities that I created.

7 COMMISSIONER DAVIS JOHNSON: Were you responsible for
8 creating the CDE, the CDC, and the Event Center LLC?

9 MR. HAYGOOD: Yes.

10 And I will also say to you that the issue with the FP&L
11 funds had no impact whatsoever on your bonds, your BB&T bonds.

12 EXECUTIVE DIRECTOR EVANS: On behalf of those other
13 agencies, we can also try to answer those questions as best
14 based on all of the contracts that are in place and all of the
15 existing bylaws, et cetera.

16 MR. HAYGOOD: The other thing is there are other safeguards
17 put into the CDE to make sure that the City's -- the CRA's
18 position was protected; including your right to appoint a
19 special member to oversee anything that went on. If at any time
20 you wanted to appoint somebody else, you had the right to do
21 that.

22 I can answer the questions as they relate to the entities
23 that were formed, and provide you with that. But you really
24 have all the background information. You have all of the
25 documents that were filed. It's a 501(c)(3) so there's really

1 no way you can, quote, make money; everyone is serving without
2 compensation.

3 COMMISSIONER DAVIS JOHNSON: Are we looking for something
4 outside of the other businesses that Mr. Brown may have outside
5 of the CRA? Or are we interested in entities and businesses
6 that were created within the boundaries of the CRA and to do
7 business with the CRA? Anybody?

8 CHAIR DAVIS: Commissioner Hubbard, is that what the
9 question --

10 COMMISSIONER HUBBARD: No, I'm not looking for any more
11 information than what was listed clearly and plainly in the
12 questions.

13 But what I wanted to do is to go on record to say that
14 there is no intent to try to develop cause. There is no intent
15 to not pay Mr. Brown.

16 What I am concerned with is while we have a chance to get
17 the information that we need from Mr. Brown, who is still an
18 employee, that information, we have every right to expect that
19 an employee will comply with our wishes. And I don't know why
20 this seems so absurd to anybody.

21 Because you can't have both sides of the coin. They said
22 there's no way we can terminate him immediately because his
23 termination requires a 30-day notice. Then we turn around and
24 say he was terminated immediately so he's no longer an employee.
25 There's no way we can have it both ways.

1 We have already moved forward and engaged him in a 30-day
2 notice, so therefore until the 28th he's still an employee. And
3 we just asked him some exit interview style questions so that we
4 can move forward and he can move forward.

5 He wants to move forward. Why can't we have the same
6 expectation?

7 And, again, no one is trying not to pay him, nor to find a
8 reason to create a cause to not pay him his money. That is not
9 the case under any circumstances.

10 CHAIR DAVIS: Attorney Haygood, could we approve this,
11 moving forward, so that we can allow Commissioner Hubbard to get
12 her questions answered, to approve this with Mr. Brown being
13 paid biweekly like he's doing now until she get her questions
14 answered?

15 MR. HAYGOOD: Well, you can pay him biweekly as you --

16 CHAIR DAVIS: Okay.

17 MR. HAYGOOD: You can do that.

18 CHAIR DAVIS: Okay. That way she can start --

19 MR. HAYGOOD: Well --

20 CHAIR DAVIS: -- getting her questions answered.

21 MR. HAYGOOD: -- now, I don't know about -- now the
22 question about getting the -- the issue about getting the
23 questions answered, I actually --

24 CHAIR DAVIS: Well, Mr. Evans said that Mr. Brown would
25 provide him with any questions that he may need. He did state

1 that. So that -- someone need to go back and just have the
2 discussion, we just want some questions answered. We try to get
3 it -- I mean this should have been done now. Legally it was in
4 position for us to get these questions answered. But out of
5 respect to my colleague, I would like to -- and in respect to
6 the contract, I would like to make sure that we moving forward,
7 he's getting his payment biweekly, but at the same time let us
8 get our questions answered.

9 MR. HAYGOOD: Well, I think you need to resolve this -- I
10 think we need to resolve this issue about the questions before
11 you say, well, we'll stop paying you if we don't get the
12 questions.

13 CHAIR DAVIS: No, I don't want to say I want to stop paying
14 him. I'm saying basically pay out his severance biweekly. But
15 meantime we can be getting our questions answered.

16 I mean it ain't like she asked a boatload of questions.
17 There are some things in regards to an entity -- out of respect,
18 we didn't come here to fight; we just came here today, we were
19 prepared to just pass a vote, but questions were asked and then
20 once again his attorney responded. But out of respect, legally,
21 within 30 days Mr. Brown, whether you like it or not, we just
22 want some questions answered so we can have a clean break. We
23 don't want to go back and forth about this and that. But once
24 again, it's friction.

25 At some point it's about what's the better good of

1 everyone, which is you move forward, we move forward, give us
2 what we need, he can go, move forward, wish you well on what
3 you're trying to do, and that will be it.

4 But if you want to keep scuffling, you know -- I'm going to
5 leave that stuff alone. That's the goal, leave that stuff
6 alone, you know.

7 But that's not the story that we need to be talking about
8 in this meeting. We need to talk about in this city creating
9 real jobs for our people, creating new TIF, and moving forward,
10 and improving our neighborhoods. That's the conversations we
11 need to be having.

12 MR. HAYGOOD: Why don't I -- why don't you let me talk with
13 Mr. Brown's attorney and see if there is some middle ground, if
14 there's some way we can get through this?

15 CHAIR DAVIS: Oh, you want to go outside and talk about it?

16 MR. HAYGOOD: Yeah.

17 CHAIR DAVIS: And then we can --

18 MR. HAYGOOD: And maybe you can --

19 CHAIR DAVIS: Let's move on to the next item, then we'll
20 come back. Can we do that?

21 MR. HAYGOOD: That's fine.

22 CHAIR DAVIS: All right. So how do you suggest we
23 just move forward?

24 MR. HAYGOOD: I think just -- I think you just table this
25 for a second until --

1 CHAIR DAVIS: Okay. So what we're going to do is we have a
2 motion to table item 6 until we complete -- postpone item 6
3 until item 7 is complete. Do we have a motion?

4 VICE-CHAIR MILLER-ANDERSON: So moved.

5 CHAIR DAVIS: Second?

6 COMMISSIONER HUBBARD: Second.

7 CHAIR DAVIS: Properly moved and second.

8 Madam Clerk.

9 (Motion carries unanimously.)

10 CHAIR DAVIS: Item number 7.

11 EXECUTIVE DIRECTOR EVANS: Item number 7 is a resolution of
12 the Board of Commissioners of Riviera Beach Community
13 Redevelopment Agency authorizing execution of change order
14 number 11, authorizing the transfer of \$303,882 to the marina
15 project fund for purposes of funding project contingency in
16 accordance with provisions provided in Resolution 2014-46;
17 authorizing expenditures of contingency funds and increasing the
18 guaranteed maximum price accordingly, providing for other
19 purposes and an effective date.

20 And I was I guess filling in for Mr. Haygood.

21 CHAIR DAVIS: Okay. Do we have a motion?

22 COMMISSIONER DAVIS JOHNSON: So moved.

23 CHAIR DAVIS: Do we have a second?

24 COMMISSIONER HUBBARD: Second.

25 CHAIR DAVIS: Properly moved and second.

1 So we can go on to discussion now.

2 Yes, Mr. Evans.

3 EXECUTIVE DIRECTOR EVANS: This change order is related to
4 a previous change order, actually the original, the first one
5 that was approved by the board in 2014, by resolution 2014-46.
6 And under that approval the Weitz Joint Venture agreed to reduce
7 their contingency funds to allow the board to split the award of
8 the electrical subcontractor bids for the project. So the --
9 Weitz had presented an electrical subcontractor bid to give to
10 one firm; and the board requested that Weitz, to enhance local
11 participation and create more apprenticeships, that they provide
12 that work to two subcontractors. And as a result of splitting
13 up that subcontract, there were some additional costs incurred.
14 And primarily to all of the commitments to apprenticeships. And
15 so as a result Weitz agreed that they would reduce the amount of
16 project contingency, which is money that's provided for them to
17 complete the project. And they reserved the right to a certain
18 portion of that money, the \$303,882, if in fact that they needed
19 that money to complete the project. And now at the end of the
20 project Weitz has informed us that they have incurred costs that
21 would justify needing to have that original contingency that was
22 a part of their original contract.

23 So the owner's rep, Gilbane, and the architect, have
24 reviewed all of those potential costs and found them to be
25 valid. So as a result, based on the resolution that was passed

1 previously, the position would be that we would then refund
2 their contingency so that they can complete those items for
3 justified costs.

4 And we have the representative from Weitz here and from our
5 owner's representative, Gilbane, as well as our construction
6 attorney, Mr. Malcolm Cunningham, to answer the board's
7 questions related to that.

8 And so this would authorize providing that additional money
9 to the project fund; and then approving the expenditure of that
10 contingency to complete the project for all of the outstanding
11 items that we've been carrying. And the project is 99 percent
12 done and this would be the final change order before the last
13 payout.

14 CHAIR DAVIS: Thank you. Any questions by the board?

15 COMMISSIONER HUBBARD: Yes.

16 CHAIR DAVIS: Commissioner Hubbard.

17 COMMISSIONER HUBBARD: I know you said that this is
18 attached to a former change order just so that we could have
19 some local participation. How then do we justify having a GMP,
20 if we have to pay dollars beyond that? I thought that was the
21 reason that we were doing those kinds of deals, those kinds of
22 contracts, so that we could minimize the amount of the change
23 order and the amount of the deal.

24 So now we've got to come back, when we take a GC, the GC
25 didn't know that we were interested in having local

1 participation, they agreed to have local participation so that,
2 so that they could get the contract; and then not, and not stick
3 to the GMP that we said that we were operating under?

4 EXECUTIVE DIRECTOR EVANS: So the approved GMP with Weitz
5 allowed them to buy out the contract in accordance with the
6 approved requirements of the GMP contract. And what that means
7 is then they can go to their subcontractors and purchase the
8 items in order to complete the project. Because Weitz manages
9 it and there's a variety of subcontractors of all disciplines to
10 complete it. And after they completed that process and they
11 were proposing to complete their contracts with their various
12 subcontractors, the board asked them to rather than contract
13 with one subcontractor, to split it up and subcontract with two;
14 which actually created some coordination issues and also added
15 more apprentices to the project as a result. So Weitz incurred
16 additional costs after we completed the GMP contract; and those
17 additional costs are -- they reserved the right to them, and
18 those are the funds that they're now asking for.

19 COMMISSIONER HUBBARD: They incurred additional costs
20 outside of what the dollar amount was when we signed the
21 contract using the GMP format?

22 EXECUTIVE DIRECTOR EVANS: Yes.

23 COMMISSIONER HUBBARD: We agreed at that time that we would
24 use our contingency funds to pay that if and when it came due?

25 EXECUTIVE DIRECTOR EVANS: Weitz has -- there's two

1 contingency funds in the project: So there's owner's
2 contingency and contractor's contingency. So this board
3 controls the owner's contingency, and Weitz controls the
4 contractor's contingency. And when this board asked Weitz to
5 hire two subcontractors instead of one, Weitz agreed to do that
6 and they funded it partially from their contingency, with the
7 requirement that if they needed that contingency in the future,
8 that then they could come back to the board with that request.

9 CHAIR DAVIS: Commissioner Johnson.

10 Oh. Are you done?

11 COMMISSIONER HUBBARD: They would come back to access our
12 contingency fund?

13 EXECUTIVE DIRECTOR EVANS: Well, they're asking for us to
14 replenish their contingency.

15 COMMISSIONER HUBBARD: To access our contingency fund to
16 replenish their contingency fund. Yes?

17 EXECUTIVE DIRECTOR EVANS: Ultimately, yes. I mean the CRA
18 board is the one that would fund the replenishment of their
19 contingencies.

20 COMMISSIONER HUBBARD: And I see Mr. Cunningham here. And
21 I guess this is his area?

22 EXECUTIVE DIRECTOR EVANS: Yes, he helped us with this
23 original resolution that was passed; and he's been providing
24 continuing construction legal advice.

25 COMMISSIONER HUBBARD: Okay. Maybe Mr. Cunningham can help

1 me understand. At what point did we trigger our contingency
2 fund to replenish theirs? Is that what was expected? Did the
3 previous board put something like that in place?

4 MR. CUNNINGHAM: Yes.

5 Malcolm Cunningham. I represent you, the CRA board, in
6 matters related to construction on the marina project.

7 And I dare say to you that from the beginning this board
8 decided that it wanted to go a different direction than what
9 Weitz proposed. Weitz had one low bidder -- Bradford I believe
10 was the name -- that was perfectly acceptable to your architect,
11 was perfectly acceptable to your owner's rep, and was otherwise
12 qualified to do the work. And this board pursuant to the
13 agreement, the board had the right to reasonably object to any
14 subcontractor that Weitz proposed. And this board decided that
15 there was another electrician who could provide more local
16 participation and apprentices in excess of what Bradford was
17 proposing. And this board voted, after a lot of discussion,
18 which caused some incredible delays, to force Weitz to break up
19 its electrical subcontract and divvy it out between the two
20 subs.

21 And Mr. Evans referenced coordination problems. It created
22 incredible coordination problems.

23 But it was structured by Weitz, and there were -- when you
24 added the two numbers together, the two numbers from the
25 electrical subcontractors increased the amount of the electrical

1 scope beyond the original Bradford bid. And so we needed to
2 fund that, the excess beyond the Bradford bid. And Weitz had
3 delay costs that it sought reimbursement for, which contributed
4 to the excess beyond the Bradford bid.

5 And so Weitz funded in part that excess, using about three
6 or four hundred thousand dollars of its own, the contractor's
7 contingency. And it reserved its right to get that money back
8 in the event that it needed the money to fund cost of work.

9 And cost of work was defined as any cost that Weitz would
10 incur that was related to the work.

11 And so in a sense we put off then what now we're -- we have
12 to pay now.

13 And I dare say that Weitz is within its contractual rights
14 to ask us for its money back. And by the way, it created the
15 money when it bought down the subcontracts; and we understood
16 that going forward. And we explained to each of the
17 commissioners the impact of the commission's decision, the
18 financial impact on the job. And so everybody seemed to
19 understand.

20 And now that's -- that day is now.

21 And I'll be happy to answer any questions if I haven't
22 answered; I'll be happy to focus directly on your questions.

23 COMMISSIONER HUBBARD: And they may very well have
24 understood. As you know, I'm asking because I am new to the
25 dais and I want to understand; because I have the capacity to

1 understand, you know, if given the information. So that's why,
2 that's why I'm asking. Because, you know, on one hand they beat
3 you over the head with GMP, and then they shove this, and all it
4 did for me was bring up more and more questions.

5 And so I understand clearly what you're saying. If they
6 agreed to that, the dais agreed to that, and they went into a
7 contract in that manner with Weitz, then we don't have any other
8 choice but to go forward with it.

9 But if somebody come to me and say that we're dealing with
10 GMP, I'm thinking we're doing that. But later, not to know that
11 there was, you know, this contingency planned just to get local
12 participation in, it's -- you know, anybody, I think, would have
13 questions about this, you know, these type questions that I
14 have.

15 So, yes, you've explained it well. I understand.

16 I'm sorry that the council before me went in this manner.
17 I'm sorry about a lot of the deals that was made, and the
18 invoices that were being approved, and things of that nature.

19 But at this point this is where we are. So I thank you for
20 your explanation.

21 MR. CUNNINGHAM: My pleasure.

22 VICE-CHAIR MILLER-ANDERSON: Chair.

23 CHAIR DAVIS: Vice-Chair.

24 VICE-CHAIR MILLER-ANDERSON: Mr. Cunningham, for the
25 record, what was the date that that occurred? Because I know we

1 said this board. So I just wanted to make sure I wasn't a part
2 of that board. When was that?

3 MR. CUNNINGHAM: I don't have that document in front of me.

4 CHAIR DAVIS: October of 2014, was it?

5 MR. CUNNINGHAM: That sounds about right.

6 CHAIR DAVIS: October '14. I remember it.

7 MR. CUNNINGHAM: And by the way -- I'm sorry.

8 VICE-CHAIR MILLER-ANDERSON: Go ahead.

9 MR. CUNNINGHAM: On the GMP. The way that Weitz got to the
10 GMP -- and I don't intend to speak for them. I like to be
11 adverse to them, most of the time. Just kidding.

12 But the way that they create their GMP is they go out and
13 they solicit bids from subcontractors, and they figure out what
14 their materials are, and then they add that up, and that's what
15 they estimate is their GMP. And so that's the reason that the
16 contract said Weitz had the right to use whatever subs they
17 wanted to use unless we had a reasonable objection. And so I'm
18 not so certain that we could have -- we had an objection. And
19 there are a lot less people at this meeting than there were at
20 the meetings before, so the circumstances are a lot different
21 than what they were back then.

22 But this commission decided to do what it did and it's now
23 time to pay that cost.

24 And it doesn't affect the GMP in the way that you're
25 thinking. Because the GMP was a lot lower, and the commission

1 decided that it wanted to increase it to achieve a public
2 purpose.

3 COMMISSIONER PARDO: Mr. Chair.

4 CHAIR DAVIS: Hold on. Commissioner Hubbard, are you
5 finished?

6 COMMISSIONER HUBBARD: Yes.

7 CHAIR DAVIS: Commissioner Pardo.

8 COMMISSIONER PARDO: Well, thank you, Mr. Cunningham, for
9 explaining that to the new commission.

10 So I was part of that in 2014. And the other
11 electricity -- you know, the group of electricians that we hired
12 were the IBEW, and they have an apprenticeship program; so we
13 had residents that were -- that went into the apprenticeship
14 program, and also residents that were already part of IBEW, who
15 were able to get some of the work. So we all thought, and I
16 believe it was a unanimous vote, that it was very important to
17 us to make sure that residents were able to work on the marina
18 project.

19 And, you know, that's how it, that's how it all went down.
20 We just wanted more participation. We wanted more union
21 participation. And we wanted the apprenticeship part of the
22 IBEW program.

23 And we also did that with the iron workers, we made sure
24 the iron workers got some work. And, you know, and some of the
25 other unions.

1 So, again, thank you, sir, for your help.

2 CHAIR DAVIS: Yes. At that time I must admit there was a
3 big concern about how many people from Riviera Beach was
4 actually working on the site. And the discussion was made if
5 it's going to cost us a little more to make sure we had people
6 working, then at least that money stays within the community.
7 And that was the concern and the goal at that time with the
8 discussion.

9 Any other commissioners have any questions?

10 Madam Clerk.

11 (Motion passed with Vice-Chair Miller-Anderson abstaining.)

12 CHAIR DAVIS: We can go back to item 6.

13 MR. HAYGOOD: Yes, sir. We called Mr. Brown, and he stated
14 for the record that there are no more entities that were created
15 other than the ones that have been disclosed to you in the
16 binders that you were given and the ones that in fact were
17 mentioned to you.

18 CHAIR DAVIS: Is that the question, Mr. Hubbard?

19 MR. HAYGOOD: Well, there were eight questions. Some of
20 them I don't think you could force him to answer, like whatever
21 property he bought while he was a CRA director. I mean
22 that's --

23 COMMISSIONER HUBBARD: I'm not talking about his
24 personal --

25 MR. HAYGOOD: Well, that's the way it was --

1 CHAIR DAVIS: No, no, she's talking about CRA projects.

2 MR. HAYGOOD: Well, the question, the way it was structured
3 was any property that he purchased while he was the CRA
4 director. Any other properties that were in fact purchased by
5 the CRA or by one of those entities, I can tell you. There were
6 none. The only property that's really involved is the lease of
7 the Event Center from the City, and that was by the LLC.

8 CHAIR DAVIS: So the LLC owns the Event Center?

9 MR. HAYGOOD: They have a lease.

10 CHAIR DAVIS: They have a lease of the Event Center.
11 That's what, six years?

12 MR. HAYGOOD: Seven.

13 CHAIR DAVIS: Seven years and then it reverts back to the
14 City, correct?

15 MR. HAYGOOD: Right. And Mr. Brown also said that in fact
16 if Mr. Evans had questions that he would in fact respond to
17 them.

18 CHAIR DAVIS: Commissioner Hubbard, how do you feel about
19 that?

20 COMMISSIONER HUBBARD: Again I will state my concern is
21 that, one, he can't have it both ways. He -- they should submit
22 the answers to the questions.

23 We should get the backup for sick and used time.

24 And if it was any other employee anywhere, we would force
25 him to answer those questions. We aren't asking for anything

1 absurd. Why do we have to tiptoe around this? It's not --
2 today is not the 28th.

3 CHAIR DAVIS: That's a reasonable request.

4 COMMISSIONER HUBBARD: And we want to give him a check. I
5 don't think there's nothing unreasonable about submitting the
6 answers to the questions, we forward the check.

7 We're not trying to hold his money or case him up or make
8 him seem like he -- that we're trying to change our position of
9 letting him go. I think that as an employee, out of respect he
10 should answer the questions.

11 And out of respect to him, we should forward him his
12 payment in full with no questions asked.

13 MR. HAYGOOD: I've been accused of representing Mr. Brown
14 on these matters, and I don't think I am doing that. I'm trying
15 to get this thing resolved without anybody incurring,
16 specifically my client, incurring any expenses.

17 I think Mr. Brown responded to your questions and said that
18 everything that I provided to you was in fact all entities that
19 were formed in the CRA.

20 COMMISSIONER PARDO: Mr. Chair.

21 CHAIR DAVIS: Commissioner Pardo.

22 COMMISSIONER PARDO: Okay. So I'd like to make a motion to
23 move forward with paying Mr. Brown \$147,091.26 effective
24 immediately.

25 MR. HAYGOOD: I would be careful with that number. Is that

1 the net number or is that gross?

2 COMMISSIONER PARDO: That's the gross payout.

3 MR. HAYGOOD: I think it's a net number. Gross before
4 taxes. That's it?

5 THE CLERK: Gross is before taxes.

6 MR. HAYGOOD: So the number there is gross?

7 THE CLERK: Right.

8 COMMISSIONER PARDO: Okay. Fine. So pay him what he's due
9 minus taxes. So that's my motion.

10 Is there a second? Second?

11 COMMISSIONER DAVIS JOHNSON: I want to second for
12 discussion.

13 So Councilwoman Hubbard wants these answers. So
14 Mr. Haygood is saying that the answers are contained within the
15 binder that we have. So what prevents you from just drafting a
16 correspondence that specifically outlines the answers so that
17 before the end of the 28th there is an even exchange of the
18 answers, and everyone departs happy?

19 MR. HAYGOOD: If that's my direction. I mean I could
20 form -- I could draft a letter saying please confirm that these
21 are the entities that were formed while you were with the CRA.

22 COMMISSIONER DAVIS JOHNSON: Okay. So we, we get the
23 answers. You don't like the answers. Then where do we go from
24 there? How does this work?

25 If he responds, if we get the response to the questions, to

1 the eight questions, with Mr. Brown and his attorney providing
2 the response, is that going to be sufficient and will that
3 suffice for the response that is being requested, so that we can
4 sever the relationship and all parties go forward?

5 CHAIR DAVIS: I think one of the things I agree with
6 Commissioner Hubbard on is seeing the backup information as
7 regards to the sick time --

8 MR. HAYGOOD: I'll send it to you.

9 CHAIR DAVIS: -- verifying that information. That's a
10 reasonable request.

11 MR. HAYGOOD: Okay. But, again, it's not that we used his
12 records to calculate that. Those are the records from your
13 administration.

14 CHAIR DAVIS: Okay.

15 MR. HAYGOOD: I mean of course you're entitled to it and
16 we'll send it to you. But I don't think there's going to be any
17 debate; those are the numbers that we came up with and that he
18 agreed that those were the numbers.

19 COMMISSIONER DAVIS JOHNSON: So would the maker of the
20 motion consider revising or restating the motion to include
21 receipt of a response of the questions?

22 MR. HAYGOOD: Well, I thought we said that he's going to
23 confirm.

24 COMMISSIONER DAVIS JOHNSON: Well, however you're going to
25 respond, the questions need to be answered. Whatever it is, if

1 it's the CDE, the CDC, the ABCLFG, we need to be able to just
2 have that in a response to Councilwoman Hubbard's request.

3 But my question again is, once we do that, how then do we
4 move forward? Because are we then going to say, well, that
5 answer is not sufficient for me so I need you to go back
6 and ask --

7 CHAIR DAVIS: What she stated on the record, she just
8 wanted the information; she had no problem paying him out.

9 COMMISSIONER DAVIS JOHNSON: I understand that. And none
10 of that is lost on me.

11 I'm merely asking how we are planning to proceed. If the
12 request is to get the questions answered, we get the answers,
13 and we get the backup documentation with the understanding that
14 that information is provided us before the separation of the
15 28th, we exchange and we go our separate ways. I --

16 COMMISSIONER HUBBARD: Let me answer that for you. And let
17 me tell you how I plan to proceed.

18 The questions that I put forth, those are the questions
19 that I expect the employee to answer. I expect the employee to
20 provide the answer. Once the employee provides the answer, I
21 expect staff to contact us with the information and we forward
22 him his check immediately. That is what I plan to do.

23 The only thing that I -- I'm not looking at this, all of
24 the other stuff, if I don't like this, that's not what --

25 COMMISSIONER DAVIS JOHNSON: I'm just asking the question.

1 COMMISSIONER HUBBARD: And I'm answering it. I'm saying,
2 and I'll say -- I'm saying this: I am requesting staff provide
3 me information that will answer the questions that I put forth.
4 Upon receiving those, upon receiving those questions, those
5 answers to those questions, I expect staff to contact me or us
6 and to pay Mr. Brown his money. That's all. That's what I -- I
7 expect will happen.

8 I'm not expecting him to provide me no foolishness. And
9 I'm not expecting to give him no foolishness. Just give him his
10 check. He's going to provide us what we ask for and we're going
11 to give him his check. I'm thinking that we're doing business
12 in a professional manner, above board. We aren't doing no
13 hanky-panky around here. I'm asking questions, he's giving
14 answers, we're giving his check, done.

15 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

16 Ms. Pardo, would you entertain revising your motion to
17 handle it as it's stated, the questions will be answered, we
18 will receive the response, and we will then release the check
19 within the time frame, which is August 28th?

20 COMMISSIONER PARDO: Mr. Chair.

21 CHAIR DAVIS: Yes, ma'am.

22 COMMISSIONER PARDO: Okay. I'd like to revise my motion.
23 I would like my motion -- my motion now states that Mr. Brown
24 will provide us the information requested by the 28th of August
25 and then we will immediately pay him the severance that we have

1 all agreed upon.

2 COMMISSIONER DAVIS JOHNSON: Second.

3 CHAIR DAVIS: Any questions?

4 Madam Clerk.

5 (Motion carried unanimously.)

6 CHAIR DAVIS: Now we're going to go down to public comment.

7 We have one public comment card. Ms. Mary Brabham.

8 MS. BRABHAM: Ms. Mary Brabham, Riviera Beach.

9 To the chair and commissioners, the CRA director with the
10 various boards dissolved some of those boards. I sat there and
11 I heard that Mr. Haygood was the one that established those
12 boards. The ones that are workable, allow that. But I would
13 say too, do not appoint the chair of the CRA director. Get some
14 of the residents out in the communities and let them serve on
15 the -- on those boards. Because here is a conflict between your
16 CRA director and all those boards that he serves on. It's a
17 conflict of interest. That's what it boils down to. So I would
18 like for -- as a resident -- I'm sure there are other residents
19 too, because we have seen what is happening here.

20 FP&L. Did anyone address FP&L about the rate hikes in our
21 light bills? It was in the paper today. Is this board going to
22 write a letter in reference to the city as a whole? Or has that
23 been done? I know in the last meeting that I was in, it was
24 talked about. But has that taken effect? Because basically too
25 the hard working Florida families, we are the ones that will

1 suffer that.

2 We are already gonna anticipate that penny tax, and that
3 will be another levy on us.

4 And this profit here, they really don't need it. So this
5 was in today's paper. And I got all the articles pertaining to
6 FP&L.

7 So as a board I would like to know where you all standing
8 at on that. So please consider that, because it would be
9 excessive tax on us.

10 So we will get the CRA board together. This is a good
11 board. But I definitely would like for you all to go back and
12 reexamine those boards and do it right.

13 And I think -- not think. I do believe that we will be
14 able to work forward and work together and make our community
15 stronger, our inner cities as well as our outer cities.

16 Legal cities, I totally agree with that.

17 I always have stressed a clean city is a safe city. So I'm
18 glad that initiative is on the table, because it is a lot within
19 this city here that we need to do and press on. We will be
20 successful, it is not doubt.

21 So bless you all and continue to work together and resolve
22 some of these things. Learn from the past. That makes you
23 grow. And also it makes you wiser.

24 So I thank you as a board for this evening, and good
25 evening.

1 CHAIR DAVIS: Thank you.

2 Mary Brabham.

3 I'm sorry. Commissioner Johnson. I think she wanted to
4 say something.

5 COMMISSIONER DAVIS JOHNSON: I wanted to say to
6 Ms. Brabham, I met with Ms. Ecclestone of FP&L and the first set
7 of community meetings that did take place were in preparation of
8 discussing the rate hike. It was for a level of service, a
9 discussion of what type of service FP&L was putting forward.
10 And what she has indicated to me is that moving forward they are
11 going to come into this community -- we've invited them to our
12 September 10th meeting -- to discuss what the next steps are and
13 what opportunity these citizens will have to voice their
14 concerns with regards to a hike, to that proposed hike.

15 MS. BRABHAM: Thank you.

16 CHAIR DAVIS: Thank you so much.

17 Commissioner Pardo.

18 COMMISSIONER PARDO: I have nothing. Thank you.

19 CHAIR DAVIS: Commissioner Hubbard.

20 COMMISSIONER HUBBARD: Done.

21 CHAIR DAVIS: Vice-Chair Miller-Anderson.

22 VICE-CHAIR MILLER-ANDERSON: The only thing I want to
23 announce is that on tomorrow I will be having a community
24 education forum at Inlet Grove from 5:30 to 8:30 p.m. 5:30 to
25 6:00 will be registration and networking. And from 6:00 to 8:00

1 will be the forum.

2 We have several organizations that will have vendor tables
3 there; as well as people from the school district that will be
4 speaking to the topics that has been advertised.

5 And then from 8:00 to 8:30 will be the Riviera Beach
6 District 2 update.

7 CHAIR DAVIS: That's tomorrow?

8 VICE-CHAIR MILLER-ANDERSON: Tomorrow, August 25th, 2016,
9 5:30 to 8:30 p.m. at Inlet Grove auditorium.

10 CHAIR DAVIS: I'll be there.

11 VICE-CHAIR MILLER-ANDERSON: Thank you. I would love to
12 see everyone there. And you all said you would come. So I
13 would like to see that. Thank you.

14 CHAIR DAVIS: You got some food?

15 VICE-CHAIR MILLER-ANDERSON: We will have some light
16 refreshments, yes.

17 CHAIR DAVIS: Sorry. That's my stomach told me to ask that
18 question.

19 VICE-CHAIR MILLER-ANDERSON: Yeah, that has been the
20 question many has asked.

21 CHAIR DAVIS: Commissioner Johnson.

22 COMMISSIONER DAVIS JOHNSON: Mr. Evans, what are the terms
23 for the CDE and CDC boards?

24 MR. HAYGOOD: I'll answer that.

25 They are separate entities. The CDE, you could not -- not

1 a CDC -- could members of this body be on the board. I know
2 that's one of your questions.

3 COMMISSIONER DAVIS JOHNSON: No.

4 MR. HAYGOOD: And then the second question is, they serve
5 until -- they are not set terms. On the CDE, I think they serve
6 until they are replaced or resign as...

7 COMMISSIONER DAVIS JOHNSON: So each council -- each
8 commissioner has the wherewithal to review appointments that
9 have been made and seek to replace them with someone else?

10 MR. HAYGOOD: No.

11 COMMISSIONER DAVIS JOHNSON: No?

12 MR. HAYGOOD: No. You can't -- the federal government did
13 not want the governing body involved with the individuals. So
14 now you've got three members -- the articles of incorporation
15 require three of the members to be employees of the City or the
16 CRA.

17 COMMISSIONER DAVIS JOHNSON: Are we talking about CDE or
18 CD --

19 CHAIR DAVIS: That's CDE he's talking about.

20 MR. HAYGOOD: CDE.

21 COMMISSIONER DAVIS JOHNSON: But CDC, we have the ability
22 to appoint?

23 MR. HAYGOOD: I think so.

24 CHAIR DAVIS: Yes, we get five members. So we all get one.
25 The executive director gets seven, correct?

1 MR. HAYGOOD: Yes.

2 CHAIR DAVIS: Mr. Evans gets seven, and we all get one a
3 piece.

4 MR. HAYGOOD: Yes. And I don't know the terms.

5 COMMISSIONER DAVIS JOHNSON: Okay. So I'd like to review
6 that so that I can make a decision for an appointment under this
7 administration.

8 And then, secondly, I wanted to also announce that on
9 September 10th the District 3 Inaugural Listening Tour will take
10 place, 9:00 a.m. until 12 noon at the Event Center. We will
11 have City departments, as well as other outside agencies, coming
12 in to present information. Again, Saturday, September 10th,
13 from 9:00 a.m. until noon.

14 Please give Pascale Reid a call to RSVP. Or you can go --
15 there is a telephone number to call, 561-845-3443. Or you can
16 e-mail her at pried@rivierabch.com.

17 And we look forward to seeing you all.

18 And there will be light refreshments as well.

19 CHAIR DAVIS: I was just going to ask that question. I
20 volunteer to help serve if you need any assistance. Okay?

21 COMMISSIONER DAVIS JOHNSON: Thank you.

22 CHAIR DAVIS: All right. Other than that, I don't have any
23 comments.

24 Go back to Mr. Evans. Do you have anything that you want
25 to discuss, Mr. Evans?

1 EXECUTIVE DIRECTOR EVANS: I have a couple of items to
2 discuss briefly. Per my communication to the board, related to
3 the CDE, I just wanted to confirm that the board would have some
4 issue with Mr. Brown remaining on that board. The CDE board had
5 made that request. And I'm inferring from tonight's discussion
6 that you actually would have concerns if he stayed on that
7 board. Is that --

8 CHAIR DAVIS: Yes. I agree that his services move forward;
9 and we're going to focus on what we're doing here; and, no, his
10 services are not needed to dealing with any of our entities,
11 CDE, CDC, or the CRA, or the City Council. Just wish him well
12 on whatever it is he choose to do.

13 EXECUTIVE DIRECTOR EVANS: The second item is I would just
14 request that the board authorize the chair, or whoever you
15 decide, to negotiate a simplified contract for me to formalize
16 my position as interim executive director at this time; and we
17 could bring it back to the next meeting if it was accomplished.

18 CHAIR DAVIS: I have no problem with that.

19 EXECUTIVE DIRECTOR EVANS: That's all, Mr. Chair.

20 CHAIR DAVIS: Motion to adjourn the meeting?

21 COMMISSIONER DAVIS JOHNSON: So moved.

22 (Proceedings concluded at 9:10 p.m.)

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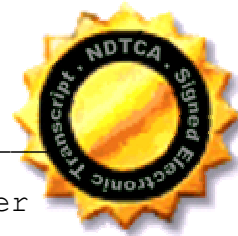
THE STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I, Claudia Price Witters, Registered Professional Reporter, certify that I was authorized to and did report the foregoing proceedings at the time and place herein stated, and that the foregoing is a true and correct transcription of my stenotype notes taken during said proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of August, 2016.

Claudia Price Witters

CLAUDIA PRICE WITTERS
Registered Professional Reporter



ADJOURNMENT

The Regular meeting was adjourned at 9:10 P.M. The minutes were approved by the

Board of Commissioners on _____.

Terence Davis, Chairperson

Executive Director Scott Evans

/cw
Florida Court Reporting