

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

Monday, September 19, 2016

8:56 p.m. to 11:55 p.m.

APPEARANCES:

Chair Terence Davis

Vice-Chair KaShamba Miller-Anderson

Commissioner Lynne Hubbard

Commissioner Tonya Davis Johnson

Commissioner Dawn Pardo

Attorney Michael Haygood

Interim Executive Director Scott Evans

Operations Manager & Public Information Officer Darlene Hatcher

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

3 Madam Clerk, roll call, please.

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

9 CHAIR DAVIS: Now we'll stand, have a moment of silence,
10 and the Pledge will be led by Councilperson Hubbard.

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

12 CHAIR DAVIS: Mr. Evans, do we have any additions or
13 deletions, substitutions?

14 INTERIM EXECUTIVE DIRECTOR EVANS: No, Mr. Chair.

15 CHAIR DAVIS: Any disclosures by the commission or staff?

16 No disclosures.

17 Okay. Do we have a motion to adopt the agenda?

18 COMMISSIONER PARDO: So moved.

19 CHAIR DAVIS: Do we have a second?

20 VICE-CHAIR MILLER-ANDERSON: Second.

21 CHAIR DAVIS: Madam Clerk.

22 (Vote taken.)

23 THE CLERK: Motion carries.

24 (Motion passed unanimously.)

25 CHAIR DAVIS: Let the record reflect Commissioner Johnson

1 is here.

2 Let's go to consent here. We have three items on the
3 consent. Would anyone like to pull any items for consent before
4 we ask for a motion to approve?

5 COMMISSIONER HUBBARD: 3.

6 CHAIR DAVIS: Item number 3. Any other items?

7 A motion to approve consent with item 3 being removed?

8 VICE-CHAIR MILLER-ANDERSON: So moved.

9 CHAIR DAVIS: Do we have a second? Do we have a second?

10 COMMISSIONER HUBBARD: Second, second, second.

11 CHAIR DAVIS: Consent. Okay we have a second. Madam
12 Clerk.

13 (Vote taken.)

14 THE CLERK: Motion carries.

15 (Motion passed unanimously.)

16 CHAIR DAVIS: Commissioner Hubbard, item number 3.
17 Invoices. Is there one in particular?

18 COMMISSIONER HUBBARD: I'll let -- let staff give the
19 summary, sir, and then I'll make my comments.

20 CHAIR DAVIS: A summary on which ones?

21 COMMISSIONER HUBBARD: Item number 3.

22 VICE-CHAIR MILLER-ANDERSON: Those are the consultant
23 invoices.

24 CHAIR DAVIS: All the invoices?

25 COMMISSIONER HUBBARD: Excuse me. This book doesn't have

1 tabs in it for some reason. I did not...

2 INTERIM EXECUTIVE DIRECTOR EVANS: The different invoices
3 are the ones that normally the board reviews. It's our standard
4 list. When the board approves a contract we bring all the
5 invoices associated with that contract to this board each month
6 for approval. And this -- on tonight's board meeting we have an
7 invoice from Constant Computing, Cunningham Law Firm, Florida
8 Court Reporting, Florida Fishing Academy, Mr. Michael Haygood,
9 Langton & Associates, O'Donnell Agency, and the Pittman Law
10 Group.

11 COMMISSIONER HUBBARD: Okay. The computer consulting
12 company. We talked about that the last time. Is that just an
13 ongoing contract or do you hire them on services so that you --
14 do they do something every month? Is it something that -- a
15 service that they provide every month? Because, you know, it's
16 quite extensive, the services that they provided last month that
17 we went over. So my concern becomes that are they just billing
18 or are we actually having this much problems at the CRA?

19 INTERIM EXECUTIVE DIRECTOR EVANS: I -- we did look at it
20 based on our previous discussion at the last board meeting; and
21 one of the things that we'll look at when we do the operational
22 study is look at the services the City provides. As far as --
23 we feel that we get very good value. Their contract is a not to
24 exceed amount. So each month they bill us in accordance with
25 that. And it's based on an annual maximum that they can't

1 exceed.

2 And I believe the City has multiple full-time employees in
3 their computer division who do the same thing, maintain the
4 City's computer system. And it's not a matter if issues happen,
5 I think issues continually happen on all computer systems and
6 networks; so that he just helps maintain them and keeps us
7 running.

8 COMMISSIONER HUBBARD: So my question is -- he -- we are
9 having -- okay. For example we have our IT department and we
10 might -- I might call them three times a week. So is that the
11 level of service that he provides for the CRA; is that's what's
12 happening over there?

13 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, he provides an
14 excellent level of service. Same day if we have a problem.
15 Same day fix.

16 COMMISSIONER HUBBARD: Okay. Okay.

17 The O'Donnell Agency. I thought we had severed our
18 relationship with them. So why are we still paying them or --

19 INTERIM EXECUTIVE DIRECTOR EVANS: The CRA contract with
20 the O'Donnell Agency on their current work order I believe ends
21 September 30th.

22 COMMISSIONER HUBBARD: On their current work order. What
23 work order did you issue there? What service are they providing
24 now?

25 INTERIM EXECUTIVE DIRECTOR EVANS: So they're providing

1 ongoing annual marketing services.

2 COMMISSIONER HUBBARD: Ongoing annual marketing services.
3 I think that's kind of vague and -- are they doing something
4 now? What are they doing? You know what I mean? As providing
5 a service, did you task them with a specific task?

6 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, they've been
7 continuing to provide the services that they've provided over
8 the past two years I believe. So currently they're maintaining
9 our social media, our Facebook accounts. They are continuing to
10 monitor the news, the Palm Beach Post, for any issues that may
11 come up. They prepare minor marketing and outreach materials
12 for us. And they also created our website and maintain it also.

13 COMMISSIONER HUBBARD: Okay. Are you preparing for the
14 transfer after September 30th for our website? We don't want to
15 get caught or be in a position where they have the keys, the
16 links, and no one else can come along and pick up our website
17 services.

18 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, we'll have to put
19 in place something on a temporary basis until a permanent
20 company is hired to replace. And one of my recommendations
21 would be that this board put out an RFQ to find a new firm to do
22 those services.

23 COMMISSIONER HUBBARD: Okay. The -- okay. When I thought
24 of the O'Donnell Agency we were talking about PR, PR work. So
25 whoever the PR -- whoever they have hired to do our website

1 maintenance, because I'm sure they don't do it themselves, we
2 need to make sure we have all that information; because I've
3 been with several agencies and I've seen a lot of companies not
4 have access to their websites and had to go back and recreate
5 because they discontinued services with someone and they did not
6 know how to get into their website or turn it over to another
7 company. I've seen that happen more times than one.

8 CHAIR DAVIS: Let me ask you a question. As far as the
9 domain, is that something that's done annually, the domain
10 update for the website? So we at least have access until the
11 specific deadline and then we'd be cut off at probably some
12 point with those.

13 THE CLERK: The domain is renewed annually. And to just
14 reassure the board, we do have access to our website, we do have
15 the user name and password. I currently have the user name and
16 password. And the O'Donnell Agency is currently training me on
17 WordPress, which is the web hosting for our website. So the
18 transition is already in place with the O'Donnell Agency.

19 COMMISSIONER HUBBARD: Okay. For -- okay. And
20 Mr. Haygood, I guess your, your invoice is -- here we were
21 asking, I guess, for a little more detail than just the rates
22 and stuff; and we would be able to get more about the work
23 product and what these hours included. So -- but I see that
24 staff just accepted this again. So you might want to expound on
25 that.

1 MR. HAYGOOD: No, I actually submit a detailed bill,
2 invoice, by subject matter, what was done. And that was
3 supposed to be provided to the board not in the packet but to
4 you individually. So this is something that is done
5 administratively. I actually submit a complete bill with
6 details on what was done.

7 COMMISSIONER HUBBARD: No, we didn't get it.

8 COMMISSIONER PARDO: I didn't get it.

9 COMMISSIONER HUBBARD: I didn't get it either.

10 VICE-CHAIR MILLER-ANDERSON: Did we get it?

11 INTERIM EXECUTIVE DIRECTOR EVANS: No, I'm not aware of it
12 being sent out separately.

13 VICE-CHAIR MILLER-ANDERSON: Who did you give it to?

14 MR. HAYGOOD: I sent it to --

15 MR. KOLLER: I can send it out tomorrow. I thought it was
16 sent out.

17 CHAIR DAVIS: Okay. That's fine.

18 VICE-CHAIR MILLER-ANDERSON: Yeah, just for the record
19 though that was something I had asked for a couple months back I
20 believe so... And that should be on an ongoing basis.

21 COMMISSIONER HUBBARD: Okay. As far as the -- the other --
22 the Fishing Academy, is that a -- that's a monthly contract as
23 well, sir?

24 CHAIR DAVIS: Mmhmm.

25 COMMISSIONER HUBBARD: So what do they do every month?

1 Tell me about that. What is it that they actually do?

2 INTERIM EXECUTIVE DIRECTOR EVANS: The Fishing Academy has
3 an annual contract with this board to provide fishing and
4 boating experiences for youth, both in Riviera Beach and in the
5 region. And they come about once a quarter and give an update
6 on their program. They're able to help many children. And we
7 have them come and present to the board once a quarter. And we
8 can have them do that again at the next meeting if you'd like to
9 hear from them. They've been able to reach out to a lot of
10 children and get them experience on boat fishing, kayaking,
11 boating. So they run that program annually.

12 COMMISSIONER HUBBARD: So they've been doing that all year
13 long with our kids and nonresident kids, is what you're saying?
14 I see here they had -- they didn't -- they didn't have a
15 community event this summer, but they did single sessions for
16 135 Riviera Beach residents. So it's not just children? It's
17 adults as well? Mr. Scott?

18 CHAIR DAVIS: The parents, the parents sometimes
19 participate with them if they're coming out for a community
20 event, like Boys and Girls Club, J.A.Y.'s Ministry, the Rec
21 Department.

22 COMMISSIONER HUBBARD: I see Riviera Beach residents camp,
23 they had ten kids. And then I see that they had single sessions
24 of 135 this summer. The -- hmm. I -- 135 single sessions. Do
25 you know, Scott, how do you determine or keep up with who

1 they're providing those services for?

2 INTERIM EXECUTIVE DIRECTOR EVANS: I would need to have our
3 program manager over that particular project come and give a
4 presentation to the board. I'm not specifically aware of how we
5 track that, but I know that we do.

6 COMMISSIONER HUBBARD: Okay. Okay. All right. Well, I
7 wanted -- okay. That's what I wanted to find out about on those
8 particular items.

9 Okay. And I have more questions but it's not on that, so
10 thank you.

11 CHAIR DAVIS: Madam Clerk. On item number 3.

12 (Vote taken.)

13 THE CLERK: Motion carries.

14 (Motion passed unanimously.)

15 CHAIR DAVIS: All right. Item number 4, presentation of
16 audit.

17 INTERIM EXECUTIVE DIRECTOR EVANS: Per the previous board
18 meeting the CRA has requested that the auditor, who is the same
19 for the City and the CRA, do a presentation just to this CRA
20 board specifically on the CRA's audit. And we have invited our
21 auditor, Harvey Covington and Thomas -- and I believe Mr. Rod
22 Harvey is here representing that firm -- to do a presentation of
23 the audit.

24 The CRA normally in the past didn't do an individual audit.
25 And then recently in the last few years we decided to do our own

1 audit. Even though it gets rolled up into the City's audit and
2 then transmitted to the State, we have been conducting our own
3 audit. And with that I'll let Mr. Harvey...

4 MR. HARVEY: Thank you, Mr. Evans. Good day to the elected
5 and appointed officials.

6 My name is Roderick Harvey. Engagement partner for the
7 Riviera Beach CRA.

8 I want to spend a few minutes with you on the 2015 audit.
9 So I'm going to ask you to roll back in your minds to the date
10 of September 30, 2015.

11 Just kind of some steps: We'll talk about the audit
12 opinion. We'll do a financial summary. We'll do a comparison.
13 And then we'll also look at the management letter comments.
14 We'll talk about the prior year comments and the status thereof,
15 and then also the current year comments.

16 As a result of our audit of the CRA, Riviera Beach CRA, we
17 issued an unqualified opinion. Which means that based on our
18 audits that the financial statements are fairly presented in
19 accordance with GAP.

20 So some of the numbers. Again, remember, this is as of
21 September 30, 2015. Total assets, 14.2 million. Liabilities,
22 12.5. Fund balance, unrestricted, 1.7. Revenues, money coming
23 in, 6.4. Expenditures, 14.9. Other sources, 464,000. And then
24 decrease in fund balance of 8.7 million.

25 So look at a comparison. We ended the year in '15 with a

1 fund balance of 1.7. Compare that to a fund balance at '14 of
2 10.4. Revenue in '15 was 6.4 million coming in, as compared to
3 just a little over 6 million for the same period in '14.
4 Expenditures were about the same. You can see in 2015 we
5 expended 14.3 million, as compared to the year '14 we expended
6 15.7.

7 As it relates to management letter comments, these are the
8 things that we as auditors write that are comments of things
9 that can be improved upon. We have a duty to report on the
10 prior year to see if staff and management have implemented those
11 things. We're happy to report that as it relates to the
12 schedule of findings and question of costs there were no repeat
13 matters. And you can see, and we'll go through it quickly,
14 2014-01 comment was implemented. The 2014-02 comment was
15 implemented. Also the 2014-3 comment was implemented. And then
16 the last comment, which is our 004 comment for the prior year,
17 was also implemented during the year of our audit.

18 During the current year we noted three management letter
19 comments. Comment 1 deals with the long-term debt between the
20 City -- and the City's Marina Uplands Agreement did not match to
21 the City -- the CRA -- I'm saying it wrong. Excuse me -- did
22 not match to the City's debt confirmation. So the two amounts
23 didn't match. This is an item -- and I'll just read it -- the
24 CRA and the City do not regularly reconcile the amounts. One of
25 the things it deals with is the 10.9 million as compared to the

1 pay back of 8 million. We recommend -- this is our
2 recommendation -- that the CRA post an adjustment so that the
3 CRA and the City amounts agree.

4 The response from management, which I think is a very good
5 response: The Interlocal agreement was silent on the issue of
6 whether the funds flowing from the City to the CRA were loan
7 proceeds or those funds included in the agreement would not have
8 to be repaid. The City chose to recognize the fund transfers in
9 a different way than the CRA.

10 Subsequent to the end of the year it was agreed and the
11 parties reconciled in a common way. So at the end of the day we
12 got both the City and the CRA on the same page.

13 CHAIR DAVIS: When did this happen?

14 MR. HARVEY: Say again.

15 CHAIR DAVIS: When did this occur?

16 MR. HARVEY: This was as a part of our 2015 audit, when we
17 were going through looking at how the City accounted for it
18 versus how the CRA accounted for it.

19 CHAIR DAVIS: But when did this happen?

20 MR. HARVEY: When did what happen?

21 MR. HAYGOOD: It's just the end of last fiscal year.

22 CHAIR DAVIS: Oh. This is not the current audit?

23 MR. HARVEY: This -- everything I'm reporting now is as of
24 September 30, '15.

25 CHAIR DAVIS: Okay.

1 MR. HARVEY: So as of our '15 audit these are our findings.

2 Okay?

3 Good question.

4 Moving on to the number 2 comment for current years. Cash
5 amounts were overstated. We noted a difference. The effect of
6 that difference was \$4,000. Our recommendation in this area:
7 We recommend that the CRA adjust cash to reconcile with the
8 trial balance and the bank reconciliations on a monthly basis.
9 The response from management: The QuickBooks systems were
10 adjusted to address this. So this item was fixed.

11 The last comment for the 2015 year, the CRA was unable to
12 prepare their financial statements. This is in part due to the
13 three entries -- entities -- I'm sorry -- that the CRA
14 maintains. Our recommendation, we recommend the CRA use fund
15 accounting rather than three different QuickBooks entities to
16 prepare financial statements. The response from management I
17 think is a good one: The CRA revamped our financial reporting
18 system by the creation of three distinct QuickBooks companies.
19 Previously there had been two QuickBooks companies, CRA and
20 Marina Village. The addition of the construction disbursement
21 account, a/k/a project fund, QuickBooks company, allowed the
22 executive director to monitor the financial performance by
23 entity and assess the details given.

24 Due to the limitations of the QuickBooks software, the CRA
25 concedes that the growth and complexity of the organization may

1 out-perform or be larger than the capabilities of QuickBooks.
2 To address this the CRA has hired a consultant to look at
3 QuickBooks and create accounts so that the reporting formats can
4 more align. The QuickBooks records now show inter-fund
5 transfers between these distinct entities.

6 I also want to say, to go back to that, earlier when I
7 reported as one of our recommendations is that the CRA look at
8 an additional or a new accounting system so that the levels of
9 the complexity that it now finds itself in can be addressed.

10 So those items we've reported to you now, via this
11 presentation and also in our audit report.

12 And if the chair so allows I will do my very best to answer
13 any questions that you may have.

14 CHAIR DAVIS: Thank you, Mr. Harvey.

15 Any questions by any members of the board?

16 COMMISSIONER HUBBARD: I guess it's kind of difficult
17 because of the fact that this all ends on 2015 and we're headed
18 into 2017. So I guess we'll have something to compare 2016 to
19 to say where we are, you know, financially. And I guess one of
20 the things I look forward to finding out, Mr. Harvey, is where
21 are we financially. You know, the numbers that you gave, those
22 are the numbers for 2016 that I need. 2015 is good and it's a
23 very thorough report, so I expect that we will have the other
24 one -- how long will it take for you to do -- well, 2016 fiscal
25 year ends in a couple of days. So how long will it take for you

1 to get us a 2016 report ready?

2 MR. HARVEY: Great question. I'm going to answer it on a
3 couple levels.

4 It should be by March 31st of 2017.

5 COMMISSIONER HUBBARD: Good Lord.

6 MR. HARVEY: Okay. Normally that's based on normal
7 procedure. Our goal and desire is to reach out to Mr. Evans and
8 his team after year end, see how fast they want to get us in to
9 start our audit. My goal is to speak to him about maybe
10 bifurcating some things, coming in and looking at controls now
11 and finishing up the audit.

12 I understand that your desire -- the council's desire is to
13 have us quickly, as best as possible, get in, perform our audit,
14 and report.

15 COMMISSIONER HUBBARD: Yes, it's kind of -- because we're
16 in such a transitional state in this city, we just want, we want
17 to know where we are financially so that we can determine -- you
18 know, we were I think done a big disservice, we were asked to go
19 and approve budgets this year not knowing what our financial
20 status really was. We were in quite an upheaval. So just
21 because we might very well have to amend some budgets, be they
22 City's side or CRA side, we would like to know as soon as
23 possible the results of your 2016 audit. Because that's what
24 we're dealing with, you know. So we appreciate it if you could
25 get started and finished as fast as possible.

1 MR. HARVEY: I will reach out to Mr. Evans and his team
2 this week and come up with a schedule that we can move forward
3 to accomplish that goal.

4 VICE-CHAIR MILLER-ANDERSON: I have a question, Mr. Chair.

5 CHAIR DAVIS: Vice-Chair.

6 VICE-CHAIR MILLER-ANDERSON: Not necessarily for him. But
7 I know we mentioned about doing a forensic audit. At what point
8 of -- where does that fit in with this? Is that separate from
9 Mr. Harvey's?

10 CHAIR DAVIS: Separate, yes.

11 VICE-CHAIR MILLER-ANDERSON: But that would give us what
12 Ms. Hubbard is speaking to? It would give us a little more
13 information that -- the information we're trying to get.

14 COMMISSIONER HUBBARD: I guess it depends on what he's --
15 what he's -- what I'm asking, whether it would give us -- I'm
16 understanding, what, 20 --

17 MR. HARVEY: Let me, if I can, at least from a high level,
18 explain.

19 We as your financial statement auditors, we look at the
20 materiality of your numbers, are the numbers good. Okay? We
21 also look at your controls.

22 When you speak of a forensic audit, your scope is going to
23 be less and you're going to look for certain things --

24 CHAIR DAVIS: Specific.

25 MR. HARVEY: -- certain specific things. So that is a

1 different end goal for a type and audit.

2 Usually when you're looking at forensic audits -- and
3 remember, I'm just talking high level -- you're either looking
4 at an occurrence of something, you're looking at a weakness that
5 has already been exploited or can be exploited; or I've seen it
6 where folks are drawing a line in the sand in between two
7 administrations, so that you can say as of X date this
8 administration was very great, very bad, very whatever; the new
9 administration knows based on that report what they're dealing
10 with.

11 CHAIR DAVIS: And that's what we did.

12 I have a question.

13 MR. HARVEY: Yes, sir.

14 CHAIR DAVIS: As regards to discrepancies, when you came on
15 the CRA side -- this was of course before Mr. Evans took
16 leadership -- when you could not agree, what happened then
17 between the City and the CRA? As far as what was cash and what
18 was to be paid back and what was a loan and what was -- because
19 one time before you made reference about there were some things
20 recorded as income that should have been recorded as loan. And
21 I would like to hear about that, a little bit more about that.

22 MR. HARVEY: Okay. So, very good question. And like any
23 situation there's probably three or four sides to this.

24 To answer your question, when we had disagreements or
25 discrepancies we would go obviously to the CRA and discuss it.

1 We would also go to the City and discuss it.

2 As stated here, there were two different treatments for the
3 same item. And ultimately what we found, which is what is
4 stated, is the difference between, here is an amount of money,
5 ten thousand -- ten million dollars, here's what you have to pay
6 back. That two million dollars caused differences,
7 discrepancies. And what we found, which is what is stated here,
8 is the agreement was silent to it, to how it should be treated.

9 CHAIR DAVIS: Which agreement in particular was it?

10 MR. HARVEY: Say again.

11 CHAIR DAVIS: Which agreement in particular was it?

12 MR. HARVEY: The agreement between the City and the CRA for
13 the loan of the 10 million dollars.

14 So in one case originally the CRA took it as income. Of
15 course the City took it as a loan. So we went back and forth
16 with that. Ultimately, which is what I am happy to report, is
17 we were able to get on the same page so that the CRA didn't take
18 it as income and the City also made sure that how they booked
19 their loan part matches.

20 CHAIR DAVIS: And when did that happen?

21 MR. HARVEY: That happened near to the end of our audit.
22 So I want to say -- let me think about -- it must have been
23 July, June or July, because that should be about our audit
24 report date.

25 So I also am looking forward to the 2016 audit because I am

1 hopeful and encouraged that those amounts will now match, which
2 are very important to the City and to the CRA.

3 CHAIR DAVIS: One thing I would like to see is see this
4 process come to a more of a -- come to us a lot sooner and
5 faster. Here it is, we coming into October and this matter is
6 still -- well, it's done now so --

7 MR. HARVEY: Yes, sir.

8 CHAIR DAVIS: I would definitely like to see this process
9 be -- let's make sure we're on time between the City and the
10 CRA.

11 MR. HARVEY: Yes, sir, absolutely.

12 CHAIR DAVIS: We can't lag on that.

13 MR. HARVEY: Yes, sir.

14 COMMISSIONER PARDO: Mr. Chair.

15 CHAIR DAVIS: Yes, ma'am.

16 COMMISSIONER PARDO: Okay. I have a question for you. So
17 do you come in and do the audit or do you have a junior person
18 doing the CRA audit? What's the process?

19 MR. HARVEY: The process is we set up levels. So the
20 engagement partner and the QC partner, QC, quality review, will
21 set in the planning stage what areas that are most significant.
22 And that's based on any government, any entity, giving us their
23 trial balance. Okay? So we'll set those parameters.

24 Based on that we'll have an on-site manager and then, yes,
25 we will have a junior staffer. Now these junior staffers

1 sometimes are CPAs, but all them are degreed accountants.

2 The junior staffer, CPA, degreed accountant, will perform
3 the work as overseen by the on-site manager.

4 That work is then reviewed by the QC reviewer, and
5 ultimately reviewed by me as the engagement partner.

6 COMMISSIONER PARDO: Okay. So do you have your team come
7 into the office in the middle of the year to take a look at --

8 MR. HARVEY: We do not. We do not. And that is something
9 that, again, when I reach out to Mr. Evans -- it's probably too
10 late for it this year, but that could be done. Because we could
11 do what we all call in our industry interim work. We could come
12 in and do interim work and really audit seven months, eight
13 months of the year, get comfortable with that. If the board
14 desired, we could report on our interim review. Which is
15 unofficial at that point. Then come back after year end, after
16 the books are officially closed, wrap up our audit and report.

17 COMMISSIONER PARDO: Okay. Do you do that for the City?

18 MR. HARVEY: We do not for the City. Historically we have
19 not.

20 And, again, I can reach out to the City side and also
21 discuss those same things.

22 COMMISSIONER PARDO: I was just curious. Thank you.

23 MR. HARVEY: Yes, ma'am.

24 CHAIR DAVIS: We're going to go to the public. There's one
25 public comment card. Ms. Mary Brabham. Ms. Mary Brabham.

1 There's one public comment card for this item.

2 MS. BRABHAM: Good evening. Ms. Mary Brabham.

3 CHAIR DAVIS: Good evening.

4 MS. BRABHAM: I hope you all are listening to what the
5 auditor is saying here. Those QuickBooks here, he made mention
6 about the QuickBooks were set up on two sides, the marina as
7 well as the CRA. He also indicated that you need a better --
8 and I'm going to use the word another accounting system that
9 will accurately account for the expenditures of the CRA.

10 The City gives the CRA a lot, a lot of money. And we know
11 that they are indebted to the City. These two agencies, they
12 work together. But the CRA should be an entity whereas they
13 should be better functional than what they are now. You would
14 never know exactly all of the expenditures and the finding out
15 that the CRA has done.

16 It behooves me to stand here and to hear this auditor say
17 he's just doing his job to bring forth for September the 30th of
18 2015.

19 You all are completely in the dark. Completely in the
20 dark.

21 2016 would not be done until March the 30th -- if I'm
22 incorrect, then he can correct me -- of 2017. You don't know
23 exactly what has gone on.

24 So I encourage this board here, get your heads out the sand
25 and start thinking. Start thinking here. Because it is a lot

1 here. And we as residents, and we that knows certain things
2 here, know that certain things has been passed over.

3 The auditor can only give you that what he sees, and he can
4 only record therefore what are in those books.

5 Things that are spent out can always be categorized and put
6 in in another line item, and you'll never know. But the auditor
7 goes back, what he sees, and he gives you and he recommends his
8 recommendations.

9 You all, you all are going to have to, if you sit there and
10 govern this board here, you all are going to have to be
11 structured yourselves; and you all are going to have to be
12 get-uppers and doers; not ask, but demand that this board here
13 gives you the correct information. And stop what is going on
14 here.

15 Whereas things have been spent out, you'll never know.
16 Things that are implemented now you'll never know, because
17 they're all convoluent (sic) in those things that are already
18 there.

19 Thank you.

20 CHAIR DAVIS: Thank you, Ms. Brabham.

21 All right. That was the last public comment card as regard
22 to item number 4.

23 Do we have any other questions?

24 You put in a card for item number 4 --

25 MR. WILLIAMS: No, no. You said public comment for item 4?

1 CHAIR DAVIS: Yeah.

2 All right. All right. Mr. Harvey, did you complete your
3 presentation?

4 MR. HARVEY: Yes, sir. Yes.

5 CHAIR DAVIS: Anybody got any questions, other additional
6 questions for Mr. Harvey? No other members of the board?

7 Thank you, sir.

8 MR. HARVEY: Thank you.

9 CHAIR DAVIS: Item number 5 now.

10 INTERIM EXECUTIVE DIRECTOR EVANS: Item number 5. The CRA
11 and the City auditors, Harvey Covington and Thomas, who just
12 presented, have a five-year contract to provide auditing
13 services to the City and the CRA. And last year on their audit
14 of the 2014 year they asked, requested that we amend their
15 contract to provide an additional \$8,500 for that year, and then
16 \$6,000 per year additional because the CRA had become a more
17 complex entity.

18 So in 2015 the board amended the contract to increase the
19 amount. This year their contract was a total amount of \$16,000
20 for the CRA portion. And they have provided a final invoice
21 that's included on this item for \$9,000, which would exceed the
22 approved scope of services by approximately \$7,275.

23 CHAIR DAVIS: Exceed?

24 INTERIM EXECUTIVE DIRECTOR EVANS: That exceeds the scope
25 of services, yes.

1 So the auditors have requested that this additional work be
2 approved. And since they were going to be here this evening I
3 suggested that they make a presentation on the reason and
4 rationale for asking for additional services.

5 Their contract, there is a clause in there that says that
6 they can ask the board for additional services. So I have asked
7 them to come and present their rationale for why they would
8 exceed their existing scope of services.

9 CHAIR DAVIS: Okay.

10 COMMISSIONER PARDO: Mr. Chair.

11 CHAIR DAVIS: Yes, ma'am.

12 COMMISSIONER PARDO: Okay. So, Mr. Evans, what do you
13 recommend?

14 INTERIM EXECUTIVE DIRECTOR EVANS: I would -- this evening
15 I recommend that the board, well, we listen to Mr. Covington's
16 rationale, which I have not heard yet --

17 CHAIR DAVIS: I'd like to hear what he have to say too.

18 INTERIM EXECUTIVE DIRECTOR EVANS: And the board could
19 direct me to review it. And then the board could direct me to
20 review it, analyze the contract, discuss with the City their
21 contract, and then bring back a formal amendment to the contract
22 if we do recommend.

23 COMMISSIONER PARDO: Okay. So you haven't had a discussion
24 with the auditor about this?

25 INTERIM EXECUTIVE DIRECTOR EVANS: I have not reviewed

1 their detailed reasoning for the additional invoice, no.

2 COMMISSIONER PARDO: Okay. Thank you.

3 MR. HARVEY: Good day again.

4 The additional work for the year September 30, '15, dealt
5 with the work that was required for the audit report to be
6 written and presented and for issues to be hammered out. That
7 work was done by me, 95 percent, because it is engagement
8 partner work, it is the final product.

9 And so what I did was look at the additional time that I
10 put in in writing the report, putting the audit report together,
11 closing out additional issues that related to the CRA, and I put
12 together our final invoice. And so I submit to you our invoice
13 for the work that I put in to get the audit report completed,
14 done and issued on time, or in time, in a time, in a time, let
15 me use that, so that we could move forward with the City's
16 audit. So that is the reason for the overages.

17 CHAIR DAVIS: So the overages, \$7,000 more?

18 MR. HARVEY: That's correct. Yes, sir.

19 CHAIR DAVIS: Councilperson Johnson.

20 COMMISSIONER DAVIS JOHNSON: No, no, go ahead.

21 CHAIR DAVIS: Okay. Commission Hubbard.

22 COMMISSIONER HUBBARD: Okay. And those things are -- if
23 those things were not included, of course those things are
24 additional services and there are additional charges, because
25 some people will -- most people will put those charges in for

1 those services. So those are not anything absurd or excessive
2 in my mind. I was waiting to hear some charges or some services
3 that were uncommon to this process, but I -- and even if you
4 look back at the audits that we have had in the past, those are
5 listed in -- that the City have had, you know, and the reason,
6 the reason that I know about them is because, you know, we were
7 having those extensive audits. And I don't see that those --
8 there's nothing wrong with the charges. I was sitting here
9 listening for him to name something that was absurd and uncommon
10 that we would not want to pay him for.

11 And we keep mentioning from time to time about the
12 timeliness of this project. I don't want us to forget the
13 trouble that the firm had in obtaining all the information
14 needed to get the document back to, back to us in a, in a timely
15 manner. Because as the chair just spoke about is the \$500
16 discrepancy that kept hanging out there, there was nothing, you
17 know, that it wanted to say let's list this as a income when it
18 wasn't an income at all. So those are the type of things that
19 was mentioned to us early on about the -- about this particular
20 audit. So it wasn't, it wasn't the firm that caused the
21 problem, or getting the work done, it was them being able to
22 access the information they needed in a timely manner.

23 COMMISSIONER PARDO: Mr. Chair.

24 CHAIR DAVIS: Yes, ma'am.

25 COMMISSIONER PARDO: Okay. So, Mr. Harvey --

1 MR. HARVEY: Yes, ma'am.

2 COMMISSIONER PARDO: -- so you needed the additional time
3 for the whole New Market Tax Credits --

4 MR. HARVEY: That was part of --

5 COMMISSIONER PARDO: -- correct?

6 MR. HARVEY: That was part of --

7 COMMISSIONER PARDO: Along with the Event Center?

8 MR. HARVEY: The whole -- absolutely. Putting together the
9 final document, with all the reporting required --

10 COMMISSIONER PARDO: And figuring it out.

11 MR. HARVEY: Yes. And the audit report, which was done by
12 me.

13 CHAIR DAVIS: You never mentioned that in your
14 presentation.

15 COMMISSIONER PARDO: But, sir, so now you understand it
16 going forward; we're not going to have that issue again,
17 correct?

18 MR. HARVEY: We will not have that issue for the years
19 going forward. I think with the personnel I've worked closely
20 with near to the end, Mr. Conrad, Mr. Alex, I think that it will
21 be much easier to get through the things we need to for the '16
22 audit, so these type of overages will not happen.

23 COMMISSIONER PARDO: Okay. Thank you.

24 COMMISSIONER DAVIS JOHNSON: I have a question.

25 CHAIR DAVIS: Yes, ma'am.

1 COMMISSIONER DAVIS JOHNSON: So you're saying that this
2 is -- the '15, the year end '15 budget was your first experience
3 with the New Markets Tax Credits? Didn't we have them in place
4 prior to then?

5 MR. HARVEY: We did. Let me -- if I can just roll back a
6 little bit. Yes, we've implemented the New Markets Tax Credits,
7 and we've implemented those things I want to say over the last
8 couple years. There were some changes. As you remember, the
9 CRA also had some changes in staff. So that caused a lot of
10 the -- and I don't mean Mr. Brown. I mean staff that we worked
11 direct with. So that caused us to have more operational time to
12 get through and finish the audit.

13 And then at the end of the audit, to wrap up all of the
14 outstanding issues, it required my time. I put that time in
15 freely in an effort to push it forward, to get us done, to get
16 us through these issues and ultimately now reconcile and present
17 the invoice that we've set forth.

18 COMMISSIONER DAVIS JOHNSON: So at any point when you
19 realized that you were putting in your time -- because the first
20 presentation that you made in front of me, you had a gentleman
21 here that was not as well-versed and was not as efficient and/or
22 proficient in delivering the information to us. So at that
23 point when you presented to us and you realized that that wasn't
24 a good fit or that wasn't the information that we needed, or it
25 wasn't being presented and/or delivered to us in a manner that

1 was professional and that was clear, right? So my question
2 would be at what point were you going to make us aware that you
3 were then coming in and putting in your time as principal before
4 coming to us tonight asking for an additional \$7,000?

5 MR. HARVEY: A good question. And I want to answer that
6 question succinctly.

7 The time that was put in for me -- when we came -- when we
8 came and did our status presentation, I want to say it was late
9 July, early August, we had not concluded the report. At that
10 time it was the wishes of the council to give a status, because
11 it had been some back and forth and some time expended. So we
12 gave the status with the -- Mr. Cohen, who came with me at that
13 meeting.

14 We still were not done. So therefore after that meeting I,
15 as I had already done, continued to put in more time and effort;
16 ultimately got to the point where I decided that I, between
17 myself, CRA, and the City, would close out the audit. That was
18 the most efficient way to handle the matter, to get it done.

19 So in my opinion, in my thoughts, the very, very best thing
20 to do was to work through the item, get it done, get it issued,
21 present the final invoice and, again, as set forth, hope to be
22 paid.

23 COMMISSIONER DAVIS JOHNSON: And while I appreciate that --

24 MR. HARVEY: Thank you.

25 COMMISSIONER DAVIS JOHNSON: -- certainly from a fiscal and

1 contractual position there should have been some conversation.
2 Because you put yourself in a position to where we may or may
3 not agree with that additional cost.

4 CHAIR DAVIS: Correct.

5 MR. HARVEY: That's a correct statement.

6 COMMISSIONER DAVIS JOHNSON: So you're putting us at a
7 disadvantage because you're delivering to us an invoice that's
8 nine thousand -- that falls within the confines of your contract
9 and to the letter of the scope of services, and any time that
10 you deviate or go outside the scope of services there has to be
11 a conversation with the holder of that contract. And I'm just
12 concerned about that. I'm not saying that you didn't do the
13 work. I'm just thinking in terms of, you know, here we have
14 this agreement, it says not to exceed, and then we come with an
15 exceedance of seven thousand. So that just brings pause to me.

16 MR. HARVEY: And I would respond to that by saying -- and I
17 appreciate your comment and your concern -- is my first
18 directive as the engagement partner, which was given to me
19 earlier, in July and August, was get the job done, get it
20 finished. And that's what we did.

21 After that was done and issued, then, because you're
22 talking about timing, we rolled right into the completion of the
23 City's audit, which required time and effort again by me.

24 After that was done and issued, I went and tallied up,
25 totalled up what was done, the efforts, and presented our 100

1 percent completion invoice to you.

2 Yes, I agree that it puts me in a contractual disadvantage.
3 But I am hoping, as you said, you recognize the work that was
4 done, you recognize the efforts that was put forth, and the fact
5 that we put the City first to get it done on point for you and
6 then come back later for payment.

7 CHAIR DAVIS: Before I ask any other question -- Mary
8 Brabham -- before I make any statements -- Mary Brabham, you put
9 in a public comment card for this item.

10 COMMISSIONER PARDO: She spoke already.

11 COMMISSIONER HUBBARD: She already spoke.

12 COMMISSIONER PARDO: She spoke.

13 MS. BRABHAM: Is this 6? I put in for 4, 6 and 8.

14 CHAIR DAVIS: She put in for 4, 6 and 8.

15 COMMISSIONER DAVIS JOHNSON: We're on 5.

16 CHAIR DAVIS: I see your name up here so much. I
17 apologize. I apologize, Ms. Brabham.

18 Okay. Here's my concern. Question: This exceeds the
19 amount, correct?

20 MR. HARVEY: That's correct.

21 CHAIR DAVIS: The service -- you're doing the same service
22 as you did last year, correct?

23 MR. HARVEY: As a line item, yes.

24 CHAIR DAVIS: Last year you did New Markets Tax Credits as
25 well?

1 MR. HARVEY: It was phasing in but, yes, sir.

2 CHAIR DAVIS: And then last year you requested for the
3 amendment, the contract amended because of this was something
4 new to you last year, correct?

5 MR. HARVEY: Wasn't new to me but new to the organization
6 and how it was flowing into and being impacted, or how it
7 impacted the CRA in the totality, yes.

8 CHAIR DAVIS: Explain that process. Because you just lost
9 me about it.

10 MR. HARVEY: Okay. Very good. And please forgive me if I
11 don't have all my dates right. I'm going from memory. But I
12 think we all lived this together, whether you were on the dais
13 or not. And so we know that the New Market Tax Credit was
14 allowed. We know that there were certain entities that were set
15 up. And I'm going back about two and a half years. Okay? And
16 so we also knew that -- forgive me if I'm wrong -- the FP&L
17 building was built and occupied. We also know that there was an
18 estimate of the flow of funds that were to derive from that
19 project. We also know, because we all lived it, that what we
20 thought would happen at a said time did not happen at said time.
21 So that caused -- and you also had a modification to the loan.
22 So we thought the stream was going one way --

23 CHAIR DAVIS: Hold on. Modification. Explain. And how it
24 impacted this audit.

25 MR. HARVEY: Oh, wow, okay. Well, you --

1 CHAIR DAVIS: No, I mean --

2 MR. HARVEY: No, no, no, it's good stuff.

3 If my memory is right, there was an agreement between the
4 City and the CRA, and one of the things that was going on during
5 this summer was the CRA asked the Council and the City to amend
6 the original agreement. I think I'm right on that. All right?

7 And so that also changes, as I was saying earlier, the flow
8 of what we thought was going to happen. So we thought we were
9 going way. We realized that the FP&L funds would not flow the
10 way that we all anticipated. Right? We all lived that.
11 Therefore we started to make changes.

12 So, yes, over this last two and a half year, two-year audit
13 period, if you will, we've had changes which have not only
14 impacted the City, not only impacted the CRA, but also impacted
15 us as auditors.

16 Also at said time we know that changes were made in staff,
17 at nobody's fault. So as we were living this process of changes
18 happening -- and these are big numbers. 10, 12, 15 million.
19 These are not small numbers. That it caused all of us to have
20 ripples. And so now we're coming, I guess at the end of,
21 hopefully, this ripple, saying, hey, here are some additional
22 costs that we bore to get the audit done. I personally, Rod
23 Harvey, engagement partner, made sure that this was done so,
24 yes, we've done some of this but we also had to do some
25 additional stuff to get it done and get it out, which you are

1 now seeing in the September 30, 2015, audit report.

2 CHAIR DAVIS: Okay. And when did you finish that report
3 last year?

4 MR. HARVEY: When you're saying -- now, remember, when
5 you're talking to an accountant we always live a year in the
6 past, so when you say a year ago, are you talking '15 or are you
7 talking '14? Because my mind automatically goes to '15.

8 CHAIR DAVIS: I'm talking about the fiscal year '15 --
9 well, '14.

10 MR. HARVEY: Right. So now you're talking to -- okay. So
11 that year -- and I'm not in front of it but that year I want to
12 say we probably issued the audit, was closer to on time, so I
13 want to say that was probably March or April.

14 CHAIR DAVIS: So that was March or April last year?

15 MR. HARVEY: Well, again, you're talking to an accountant,
16 so last year --

17 CHAIR DAVIS: 2014. And so --

18 MR. HARVEY: It would have been issued in '15.

19 CHAIR DAVIS: So 2015, the completion date went from March
20 to what?

21 MR. HARVEY: So now this audit if my mind is right has an
22 issue date of probably August, wow, of probably, of probably
23 August 10th or 12th or something. No. No. You know what, I got
24 it here. I can tell you exactly.

25 So the audit issuance date for the City -- for the CRA is

1 August 9th of 2016.

2 CHAIR DAVIS: So last year was March 2015.

3 MR. HARVEY: Estimate at March or April.

4 UNIDENTIFIED SPEAKER: It was June.

5 MR. HARVEY: It was June?

6 UNIDENTIFIED SPEAKER: Yeah.

7 MR. HARVEY: Okay. So I've heard June, we issued in June
8 for the '14. Do you have the exact date?

9 CHAIR DAVIS: Okay. So June.

10 MR. HARVEY: If not, we can go with --

11 CHAIR DAVIS: So we had it done June, that's after we did
12 the amendment, correct, for the modification?

13 MR. HARVEY: No, that amendment -- and like I said, I don't
14 have it in front of me -- but that amendment was approved this
15 past summer, which was sometime in '16.

16 CHAIR DAVIS: No, no, no. A year ago we had the New
17 Markets Tax Credit issue come up.

18 MR. HAYGOOD: Yes.

19 CHAIR DAVIS: And there was more money requested from this
20 board --

21 MR. HAYGOOD: Correct.

22 CHAIR DAVIS: -- based upon the flow --

23 MR. HAYGOOD: There was a modification of his contract.

24 CHAIR DAVIS: He said -- because he said he was familiar
25 with New Markets Tax Credits but he wasn't familiar with our CRA

1 was flowing with the money and the way the transactions were
2 happening.

3 MR. HAYGOOD: Yeah, I just -- I think -- and you can
4 correct me. I think your contract was modified in, sometime in
5 '15.

6 COMMISSIONER DAVIS JOHNSON: April 22nd, 2015.

7 MR. HARVEY: Okay. Okay. You're talking a modification
8 for HCT, not the modification of the agreement between the City
9 and the CRA?

10 CHAIR DAVIS: Mmhhh.

11 MR. HARVEY: Okay.

12 COMMISSIONER HUBBARD: Which one are we talking about?

13 CHAIR DAVIS: I'm talking about his contract for the
14 amount. It was a modification for the amount because of New
15 Markets Tax Credit.

16 MR. HAYGOOD: We had signed a --

17 CHAIR DAVIS: Yeah, go ahead, Mr. Haygood.

18 MR. HAYGOOD: We had signed a five-year contract. And
19 because of the complexities of the New Markets Tax Credits and
20 the additional entities, he requested and the board agreed in
21 20 -- in whatever the date was --

22 COMMISSIONER DAVIS JOHNSON: April 22nd, 2015.

23 MR. HAYGOOD: -- to give him an adjustment of his contract.

24 COMMISSIONER DAVIS JOHNSON: Thirty-two five.

25 CHAIR DAVIS: So are you asking us to make the same

1 decision today?

2 MR. HARVEY: No. I am asking for an additional payment for
3 the September 30, '15 audit only for the work that was done by
4 me as the engagement partner on the audit report for 2015.

5 CHAIR DAVIS: Did you ask the City for the same thing?

6 MR. HARVEY: Have I asked the City for the same thing?

7 CHAIR DAVIS: Yeah.

8 MR. HARVEY: No. The City was able to produce their
9 capital report. They brought in additional staff. And so my
10 time and effort there is less.

11 I spent more time on the CRA side.

12 CHAIR DAVIS: So, Mr. Evans, what's the amount that we do
13 not exceed the contract?

14 INTERIM EXECUTIVE DIRECTOR EVANS: The total contract is
15 for 16,000.

16 CHAIR DAVIS: So he's already hit his --

17 INTERIM EXECUTIVE DIRECTOR EVANS: No, we've paid
18 approximately 14,000. So they have \$1,725 left under the
19 original contract.

20 And they submitted the invoice, which includes that work
21 and the additional, for a total of 9,000. Which exceeds by
22 7,275.

23 COMMISSIONER DAVIS JOHNSON: So this payment which was made
24 on August 18th -- I'm sorry. The invoice for August 16th, 2016,
25 is this \$9,000 request, which rightfully so under the contract

1 you are allowed at what -- you said 14?

2 INTERIM EXECUTIVE DIRECTOR EVANS: They have -- of the
3 regular contract they have \$1700 approximately towards this
4 9,000.

5 COMMISSIONER HUBBARD: Mr. Chair.

6 CHAIR DAVIS: Go ahead.

7 COMMISSIONER HUBBARD: Okay. We have two account
8 specialists over in the CRA that was assisting Mr. Roderick
9 Harvey with information. You were there, you saw that he was
10 doing the work. You saw that it exceeded what he was originally
11 in his scope of services to do. You saw that it was needed and
12 necessary for him to be able to produce the product that we
13 asked him to produce. We asked him to get it done and to finish
14 with it.

15 We still need to remember as a board, like he said, it was
16 easier to get the information on the City's side. He had
17 trouble on the CRA side. We are clear that he did the work. We
18 sit up here and we pay so many people for such a less important
19 things that they don't do, that I don't want us to be here all
20 night trying to -- you know, on this item, trying to justify not
21 paying him.

22 The thing, my thing is this: For once this is work that we
23 can see that was actually done. We have staff that was over
24 there when the work was being done. And if it turned out to
25 be -- I mean turned out to be more, we know why it was, we know

1 very well why it was more, because he just told us why it
2 exceeded and what he had to do to get us to the point where we,
3 we need to be.

4 And, you know, I would just like to, you know, I would just
5 like to make a motion that we pay him the money that he worked
6 fairly and diligently for and provided a service for us.

7 VICE-CHAIR MILLER-ANDERSON: You're talking about the
8 amount that he's requesting?

9 COMMISSIONER HUBBARD: Yes.

10 VICE-CHAIR MILLER-ANDERSON: I'll second.

11 CHAIR DAVIS: Question. Let's have this discussion here.

12 I have no problem paying bills, because that's our
13 responsibility. We didn't know what that bill was going to be.

14 Someone can come to your house, paint your roof, wash your
15 car, vacuum your house, and you don't ask them to trim your
16 trees, and ask for a payment. No offense, Mr. Harvey.

17 But -- now there's an amount there that we could have paid,
18 not exceeding the contract. Okay. I'm not opposed to that.
19 What I'm saying is we're talking about exceeding the contract
20 amount. That's the issue I have -- problem I have an issue.
21 Regardless of what's being done. We have -- someone has the
22 responsibility to notify us if it's going to exceed that amount
23 before they move any further; so we can say, you know what,
24 Mr. Harvey, if it needs to be done this board will approve you
25 doing that, no problem. But you can't do the work and then come

1 back and bill me later, and bill the taxpayers later. No one
2 can do that. Regardless if it needs to be done, he could have
3 got that support before he came to this meeting, before this
4 happened, and asked for -- in that last meeting he came before
5 us, say, listen, this is going to take a little bit more money
6 when we had the last presentation. And we could have made a
7 decision at that time, say, listen, if we're going to need to
8 give a little more money for this, let's make that decision at
9 that time. At that time. But that didn't happen. It didn't
10 happen.

11 COMMISSIONER HUBBARD: Well, in the example you gave where
12 we asked someone to come to the house and paint the house but we
13 didn't ask them to cut the trees, but if the tree fell on the
14 roof and was hanging over the eaves and you still want me to
15 paint I got to move those trees, and then I'm going to charge
16 you to haul those trees out to the dump --

17 CHAIR DAVIS: But you're gonna give me an estimate first
18 though.

19 COMMISSIONER HUBBARD: -- and not leave them --

20 COMMISSIONER DAVIS JOHNSON: But we're going to have a
21 conversation --

22 CHAIR DAVIS: We're going to have a conversation.

23 COMMISSIONER HUBBARD: But if they have fallen on your
24 house I'm not going to wait until you come home from work to ask
25 you not to move it, when you've already told me that you wanted

1 to paint the edges of the house.

2 And I understand what you're saying. There could have been
3 a little precaution taken. Staff was there, they could have
4 said something to you. They could have said something to him.
5 He could have maybe told us about it in the last meeting.

6 CHAIR DAVIS: Maybe? Maybe?

7 COMMISSIONER HUBBARD: But what I'm saying is, you had
8 staff over there too that was supposed to be --

9 CHAIR DAVIS: Maybe?

10 COMMISSIONER HUBBARD: -- watching the shop.

11 But he did do the work.

12 CHAIR DAVIS: No. Miss -- Commissioner --

13 COMMISSIONER HUBBARD: You had staff there. Remember that.

14 CHAIR DAVIS: Commissioner Hubbard. And I take a great
15 deal of respect in what you got to say. All I'm stating is,
16 whatever we set present with anybody, any vendor that come
17 before our city, everyone must know if you do some work and it's
18 going to exceed our budget, please let us know. Because let's
19 say we didn't have the money. What are they going to do then?

20 MR. WILLIAMS: You don't get it then.

21 CHAIR DAVIS: Thank you. I don't know who commented that
22 but -- but you just don't get it. But people cannot -- I
23 appreciate the work, Mr. Harvey, and that you hold -- heed to
24 your profession. Thank you for what you do.

25 What I'm saying is if we do have a budget we can discuss

1 what's in the budget as a board.

2 COMMISSIONER HUBBARD: I want us to hold that through to
3 every contract.

4 CHAIR DAVIS: Every contract. Every contract. Be
5 consistent.

6 COMMISSIONER HUBBARD: I want to see us hold true to that
7 with everyone that comes -- contract that comes through, that
8 comes through this city or within the CRA.

9 I still, I still say at least this once you can prove and
10 hang your hat on that the work was actually done.

11 CHAIR DAVIS: This is the second time. Last year we went
12 through something similar to this so --

13 VICE-CHAIR MILLER-ANDERSON: What? With him?

14 CHAIR DAVIS: Yes.

15 VICE-CHAIR MILLER-ANDERSON: What happened?

16 COMMISSIONER DAVIS JOHNSON: New Markets Tax Credit didn't
17 flow properly so it was going to take more time. So we had to
18 amend -- come up with some more money to get this work done.

19 COMMISSIONER HUBBARD: So whose fault was that?

20 CHAIR DAVIS: That's the question.

21 COMMISSIONER HUBBARD: That was, that was your -- again,
22 that was again your executive director and your staff. The
23 auditor didn't go and apply for New Markets Tax Credit.

24 CHAIR DAVIS: Listen. The issue is we have no problem
25 paying the bill. And I want to pay anybody that come to this

1 podium. But we need to know how much our bills are going to be.

2 Now if you telling me I can come to your house and do some
3 things tomorrow, I'll be at your house tomorrow cutting your
4 grass, Ms. Hubbard, and be washing your car, fixing your tires,
5 and I will send the invoice. I will do that. And I will give
6 you an invoice for the other things. But I'm sure you would not
7 allow me just to give you any kind of bill to just -- to find
8 things to fix as they go.

9 Now he has a responsibility to do certain things. Certain
10 things got to be done in a timely manner. And all I'm saying is
11 I'm willing to pay him something but not exceeding the budget
12 amount.

13 COMMISSIONER PARDO: Mr. Chair.

14 CHAIR DAVIS: Ms. Pardo.

15 COMMISSIONER PARDO: Okay. So did you bring this to
16 Mr. Brown's attention?

17 CHAIR DAVIS: That's a good question.

18 MR. HARVEY: Mr. Brown and I discussed the fact that the
19 audit report being done and needed to be done. I also sat with
20 Mr. Brown in his office and talked about before we came up for
21 the status what we needed to do to step through these things.

22 So did I tell him at that time that there would be an
23 overage charge? No.

24 But we talked about what needed to be done, the seriousness
25 of it. Actually we had a couple discussions, and that what HCT

1 would do on behalf of the CRA, because at that time the staff
2 was changing and he didn't have the people that could get it
3 done as far as writing the final audit report.

4 COMMISSIONER PARDO: Okay. So Mr. Brown never saw this
5 invoice?

6 MR. HARVEY: No. But we presented this invoice in August,
7 middle August, after the report was issued.

8 COMMISSIONER PARDO: And there was no discussion with him
9 at all --

10 MR. HARVEY: Not about the final invoice.

11 COMMISSIONER PARDO: -- that this was coming?

12 MR. HARVEY: Not about the final invoice. But about what
13 we needed to do to get the work done.

14 COMMISSIONER PARDO: Okay. Thank you.

15 CHAIR DAVIS: Anybody else got anything to say?

16 MR. HAYGOOD: Mr. Chairman --

17 CHAIR DAVIS: Yes, sir.

18 MR. HAYGOOD: -- if the motion is approved we'll bring you
19 back an amended budget at your next meeting for approval. So,
20 you know, you have to actually formally amend his contract.

21 CHAIR DAVIS: We have to amend his contract for this to
22 happen because we're exceeding our budget.

23 MR. HAYGOOD: You have to bring it back because the
24 contract calls for a certain amount. So we bring -- it's just a
25 matter of bringing back a document for you to approve.

1 COMMISSIONER PARDO: But it's not going forward, it's
2 really just paying the invoice, correct?

3 MR. HAYGOOD: Say again. I'm sorry.

4 CHAIR DAVIS: Second time we did this.

5 COMMISSIONER PARDO: I'm sorry, sir. So it would be to pay
6 the invoice, not to add the additional money onto his next
7 year's contract?

8 MR. HAYGOOD: Not next year's contract. But I think the
9 way the contract is written it calls for a certain payment per
10 year. So this amount is going to exceed --

11 CHAIR DAVIS: The payment.

12 MR. HAYGOOD: -- what was approved for the yearly amount.

13 CHAIR DAVIS: Is that legal?

14 MR. HAYGOOD: Well, if you approve it we can amend the
15 contract.

16 CHAIR DAVIS: No, but is it -- okay.

17 Okay. Anybody have any questions before --

18 COMMISSIONER DAVIS JOHNSON: I just need to go on the
19 record that when we send forth a demand or a request to get the
20 work done, when we have a contract in place we need to make sure
21 that the scope of services match the additional work, or a
22 conversation about the additional services and the fee schedule
23 that will accompany those additional services are brought
24 forward before we, say, go and possess the land. Because, you
25 know, again, we cannot deny that you've not done the work. It

1 is the manner in which this was done. I'm going to go ahead and
2 I'm going to do the work and then I'm going to bill you on the
3 back end and I'm going to tell you what it was that I did.
4 That's problematic for me when you're talking about having a
5 contract in place, scope of service, and a fee schedule.

6 CHAIR DAVIS: I'm sorry. Is Mr. Walker here? Item 5, you
7 want to speak on this item?

8 MR. WALKER: Yes, I do.

9 CHAIR DAVIS: I apologize, sir.

10 MR. WALKER: Good afternoon -- I mean good evening, Chair,
11 everybody.

12 As I sit here and I look at this, and I think Mr. Harvey
13 might have made a mistake, a grave mistake. And I understand
14 everything that everybody was saying. But I'm looking at true
15 honesty, and I'm looking at we having to deal with him through
16 2018. 30 million over there. 9,000 over here. And I
17 understand problematically what Ms. Davis and what you talking
18 about, Mr. Chair, but I would like for us to just pay him, I
19 really do. Keeping in mind we just asked him to hurry up and do
20 2016.

21 Don't you know if you give it to him he'll be sure enough
22 to get right back in the CRA and start on that next one. You
23 don't think so, T?

24 COMMISSIONER DAVIS JOHNSON: It's not a matter of me
25 thinking so. He is under obligation to finish the --

1 CHAIR DAVIS: He has to.

2 COMMISSIONER DAVIS JOHNSON: -- to finish the audit.

3 MR. WALKER: And we still got to pay him on that.

4 I just would like to go on record as to say I would very
5 much like to go ahead on and pay him. We'll make it up
6 somewhere else. Thank you.

7 CHAIR DAVIS: You gonna help us out?

8 MR. WALKER: I'll kick in.

9 VICE-CHAIR MILLER-ANDERSON: Chair.

10 CHAIR DAVIS: Yes, ma'am. Vice-Chair.

11 VICE-CHAIR MILLER-ANDERSON: I do want to just, you know,
12 weigh in a little bit on this.

13 We know all of the difficulties that occurred during the
14 time in which Mr. Harvey was trying to get this audit done. Not
15 to belabor this entire conversation but Ms. Hubbard did state
16 something very accurate. We just approve a lot of these
17 invoices of vendors and consultants, and some of us are still
18 questioning what some of them do, you know, whether their jobs
19 were actually justified in paying the amount. I've said it many
20 times about the O'Donnell Agency, I feel like we've been giving
21 them \$10,000 every month for a while.

22 So, but at least in this case -- and, again, and I don't
23 want to minimize the question that was asked as to why you
24 didn't come to us and say first that it was going to go above
25 and beyond. I do think that is something that should have

1 happened. And I would hope that we don't have this same
2 conversation again later on.

3 In the future anything that goes beyond whatever the scope
4 of services is should be brought to either the board's
5 attention, the executive director, staff attention, someone
6 needs to know, because we don't want to make it appear that,
7 hey, you all can go and do extra work and we're just going to
8 give you the money. That's not what this is about at all. So I
9 hope no one is getting that idea in their head because I'll be
10 the first to vote it down.

11 But I do want to just really point out this is, I think, is
12 a somewhat unique situation where we were in some sort of
13 situation and we needed to get it done and it needed to be done
14 accurately. And he did have difficulty getting stuff. So I
15 think what makes this unique is because of all the things that I
16 just explained.

17 Again, I can tell you I will be the first to say no if this
18 should happen again. But in this case I think that, I think
19 this would be the right thing to do is go ahead and take care of
20 this. Knowing that this will not happen again. So do not even
21 try it.

22 But the other thing is, we've done this for many other
23 vendors. We just did it tonight, and voted for all of these
24 things to be passed through; and we still are left with some
25 questions as to why we're paying some of these people for the

1 invoices that they're submitting.

2 That's all I needed to say about that.

3 CHAIR DAVIS: I want to state on the record, I support a
4 lot of invoices but I never support an invoice that exceeds the
5 budget. I've never done that. But I definitely want to make
6 sure we continue to pay our bills.

7 Mr. Harvey, if this passes, let's make it look good next
8 time. All right? Just make sure, just let us know; let staff
9 know how -- what needs to be done if anything different as far
10 as the scope of services or things are changing. That way
11 Mr. Evans can say, hey, listen, just like he did tonight --
12 thank you, Mr. Evans, because he put it on the agenda and you
13 had to come and say what you had to do. I mean that should have
14 happened with the previous administration, but that's a
15 different conversation.

16 Any other questions by any members of the board?

17 Madam Clerk, call the question, please.

18 (Vote taken.)

19 THE CLERK: That motion carries, with Commissioner Davis
20 Johnson dissenting and Chair Davis dissenting.

21 MR. HAYGOOD: We'll bring an amended contract back to you
22 at the next meeting to formalize this.

23 CHAIR DAVIS: All right. Item number 6.

24 (Mr. Haygood read the resolution.)

25 CHAIR DAVIS: Mr. Evans, do you want to give the

1 presentation from up here or down there?

2 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

3 CHAIR DAVIS: Do we have a motion to approve -- to hear
4 this item?

5 COMMISSIONER HUBBARD: So moved, to hear this item.

6 COMMISSIONER DAVIS JOHNSON: Second.

7 CHAIR DAVIS: Properly moved and second.

8 Mr. Evans.

9 INTERIM EXECUTIVE DIRECTOR EVANS: Tonight before you is
10 approval of the budget for the 2016-2017 budget year.

11 We've had three workshops during this process. The most
12 recent one was a summary of the updates that we've made
13 throughout the workshops. And including a detailed presentation
14 from our Neighborhood Services, Clean and Safe Program, and a
15 discussion of professional services.

16 And tonight's budget before you, I'm pleased to say we --
17 our tax increment revenue, which is our main source of income,
18 has gone up by eight percent this year. And that's normally a
19 reflection of increased property values, so it's very healthy
20 for the CRA's property values to be going up; and that shows
21 ideally from high level that we're doing our job.

22 The programs revenue this year includes 1.3 million dollars
23 in program sponsorship money from the City and includes payment
24 of common area expenses at the marina. And as a part of the
25 budget negotiation, when I met with the City to discuss the

1 various fund transfers we agreed that the City and the CRA will
2 complete a joint operational study to review our interlocal
3 agreements and the management of our facilities in the future;
4 and this might result in a budget amendment to be brought back
5 to you midyear as we analyze and look for ways to reduce costs
6 and save taxpayers money.

7 Some of the budget highlights that I'll touch on is that we
8 have a new -- some new economic development initiatives. These
9 include existing grant programs for residential homes that we're
10 going to continue and expand. And we're going to also offer
11 commercial properties a facade improvement program to help some
12 of our local business owners. Including a variety of some
13 creative job creation grants. And all of those grant programs
14 will come back before the board so you can approve the rules,
15 regulations, and implementation of them.

16 We continue to add to Marina Village with additional
17 improvements. As we fix up the -- add additional things to the
18 facilities, some shade on our upper floors, both the west side
19 and to improve the floor on the second floor east side.

20 We're going to implement a board retreat to discuss and
21 finalize our approach to begin Phase II of the Marina Village,
22 and to participate in the parking enterprise study that the City
23 is currently doing and assist them. We feel that the citywide
24 system would be a good way to raise funding and implement a
25 parking garage at the marina. So we're going to participate in

1 that program. And we've provided money to help provide
2 additional temporary parking at the marina, starting with
3 Spanish Courts. All of which we would first discuss at our
4 board retreat, which we've targeted for November.

5 We're going to continue to expand the neighborhood programs
6 which allow us to provide new home ownership opportunities in
7 the CRA. We'd like to continue this program, it's funded by --
8 through the County. We've built five new homes most recently.
9 We'd like to build another five homes in this coming year and
10 expand our program not only to build brand new homes but to
11 purchase boarded up homes, rehabilitate them, and then allow
12 those to go into our affordable home ownership program also.

13 We'd like to expand the role of the Clean and Safe program.
14 This will assist our management of the Marina Village, which is
15 a seven-day a week operation. And they'll also help with
16 facilities management of the Event Center.

17 We'd like to utilize the retreat to also talk about how we
18 need to provide a higher level of ongoing monthly well-marketed
19 events at the marina. And right now we'd like to start small by
20 expanding our weekly entertainment and introduce a food truck
21 related regular once or twice a month event at the marina to try
22 and get people used to coming back to the marina. And part
23 of -- an important part of that is to offer different food
24 options.

25 This is a chart of our proposed expenses for this year.

1 Our largest expense is debt service. This is over 30 percent.

2 You can see the other costs in there is our marina
3 subsidies, approximately 1.7 million dollars. This is a series
4 of leases that we pay for the most part: The marina; we lease
5 all of the upland facilities from the City, as well as
6 Bicentennial Park; we have a lease for the Yachtsman property;
7 and then we also have a lease of the Event Center. And all of
8 those make up the bulk of that number.

9 You can also see in gray, it's listed as development
10 programs. That's actually our new grant incentives. And that's
11 that 1.4 million dollars. And that's to go to help rehabilitate
12 homes, help home owners make improvements, provide a commercial
13 facade grant improvement where if you have a business, a local
14 business that you own your own property then you can also apply
15 to continue to upgrade it, improve your landscaping; paint some
16 of our existing buildings; and just make some ongoing
17 improvements.

18 The CRA also owns two properties located on Blue Heron
19 Boulevard and we'd like to bring some additional improvements
20 back to this board for approval to try and redevelop our
21 properties and continue to have them enhance the area.

22 Obviously Blue Heron Boulevard is a very high traffic area
23 so it's important that we fix up our corridors first.

24 Based on -- I just wanted to also highlight a couple of the
25 things that are in this budget that have been based on recent

1 discussions. We've increased the capital access dollars for
2 small business. The implementation was listed at 400,000 at our
3 last workshop. That's now increased to 600,000. We'll continue
4 improvements to the Dr. Martin Luther King gateway park, and
5 adding benches into the linear park. We have a new focus to
6 relaunch our home buyers club and our community garden with new
7 operational hours and a program which is designed to enhance and
8 foster more community participation in the garden.

9 And our Clean and Safe program will continue to coordinate
10 with the security company and Riviera Beach police to continue
11 to resolve homeless issues of those vagrants and homelessness in
12 our City parks and CRA parks. And that was a response to a
13 board comment.

14 Overall I think that this is an ambitious program. We
15 realize that we have ongoing studies to study our operation, so
16 there may need to be future changes to this. But this budget
17 allows us to proceed with some very important programs which
18 will allow us to invest in our legal property and our local
19 business owners and at the same time allows the board to meet
20 and then begin our Phase II implementation in 2017 of the
21 marina.

22 CHAIR DAVIS: Thank you, Mr. Evans.

23 I'm going to go to the public. Mary Brabham, item number
24 6.

25 Mr. Walker, you didn't want to speak on 6, you wanted to do

1 public comment?

2 MR. WALKER: Yes, sir.

3 MS. BRABHAM: Mary Brabham, Riviera Beach.

4 Go back -- Mr. Scott Evans, can you go back to the
5 proposals and where you had the MLK park, you know, some of the
6 things that you were indicating here, okay, added to the budget
7 or the work plans here. Continue improvements on MLK gateway
8 park and benches. Where is that located at? Where is that
9 located at?

10 INTERIM EXECUTIVE DIRECTOR EVANS: That's located on the
11 corner of Australian Avenue and Dr. Martin Luther King
12 Boulevard.

13 We purchased that property; it was a vacant boarded up
14 property, it had been that way for many years. The CRA
15 purchased it and we knocked down the building; and then we've
16 put up some trees and some grass; and we'd like to continue to
17 invest in that park and make some substantial sign improvements,
18 perhaps add some benches and upgrade the fencing.

19 MS. BRABHAM: Now I know it's on a major highway there too.
20 It is, it's on a major highway. Okay. I think that's where
21 that corral, you know, you got the corral fences and stuff down
22 there. When I asked about that, I know that it was some grants
23 and Ms. Jenkins stated that some of that money was used to do
24 that. Was that already in your budget? Or you just added that
25 into the budget? You just added that into the budget? Because

1 it wasn't in your budget. You just added that into your budget
2 there.

3 Okay. I know you got the home club and your Clean and Safe
4 club. I've often asked too with the CRA monies, those are our
5 tax dollars too; could those also, could you also utilize
6 outside of the monies outside of the CRA since those are all of
7 our dollars?

8 I know you're designated to the CRA but --

9 MR. HAYGOOD: No ma'am. By statute you can only use it
10 within the CRA.

11 MS. BRABHAM: Okay. By statute you can only use it for the
12 CRA. Okay.

13 MR. HAYGOOD: Inside the boundaries.

14 MS. BRABHAM: Inside the boundaries. So if it's inside the
15 boundaries too I would also like for you to do more in that
16 boundary. It's homes and stuff that are in that boundary too,
17 that could upgrade our city also. Because what you're doing, it
18 seems as if you are investing only where, you know, on the
19 marina side, you know. And we do need parking. We do need
20 parking. So you did say that you're going to utilize that
21 marina down there a little bit more. So I do agree with that.
22 But I also would like for you to invest more in the property
23 owners around in that area where the CRA is, and up-build that
24 area over there.

25 Since you cannot go out the boundaries, do not leave the

1 rest of our city looking in disarray if it's inside of those
2 boundaries there. So we need a more reachable approach where
3 the funds can be utilized more in our CRA because those are
4 those tax people's dollars over there too.

5 CHAIR DAVIS: Mr. Evans, could you maybe talk a little bit
6 more about the CDC program and what other things they're doing?
7 Because they do have the capacity to maybe do some things, you
8 know, to assist with that --

9 MS. BRABHAM: And that's another thing too. We said about
10 those CDC boards too, so we want those cleaned up too.

11 INTERIM EXECUTIVE DIRECTOR EVANS: This year we will
12 hold -- we'll actually have a new offering of residential grant
13 programs. This will be for residents who live within the CRA in
14 a residential home, they'll be allowed to apply for dollars to
15 help fix up and improve their homes.

16 We're also continuing to run our Neighborhood Watch
17 program, and that's, that's -- also we're going to expand that
18 to all of the residential neighborhoods in the CRA. And then
19 there's the commercial grants also. But I think specifically
20 those grants would affect and help home owners in our
21 residential neighborhoods. And then that's in addition to the
22 County funded CDC programs which build new homes, and that we're
23 hoping to expand to buy blighted boarded up homes; and then that
24 makes a big impact in the community when you can turn that
25 negative into a positive for a new affordable home owner.

1 CHAIR DAVIS: That way we can focus on the neighborhoods
2 other than just the marina.

3 Thank you.

4 We go back to the budget. That was the last public comment
5 card.

6 Questions, comments by the board members?

7 Madam Clerk.

8 COMMISSIONER HUBBARD: Nope, nope, nope, nope. I was just
9 trying to give someone else a chance.

10 CHAIR DAVIS: Ms. Larson, you didn't have a card for
11 number, item number --

12 MS. LARSON: 6? Yeah.

13 CHAIR DAVIS: Okay. I got you for 8. You want 6 and 8?

14 MS. LARSON: 6 and 8.

15 CHAIR DAVIS: Well, come on. I'll let you -- I'll take you
16 right now. That will give Ms. Hubbard a chance to...

17 MS. LARSON: First of all, do you need to extend the time?

18 CHAIR DAVIS: Huh-uh. No. CRA.

19 MS. LARSON: It's after 10:00.

20 CHAIR DAVIS: No, we don't need to on the CRA.

21 MS. LARSON: Oh. Okay.

22 Ms. Hubbard, you were talking about the boating program and
23 I didn't really hear what you were saying because I was trying
24 to read at the same time. But if you look at those bills over
25 last year there were like \$2,500, \$3,000 we pay a month. Nobody

1 really knows about those programs. And most of them are out of
2 city residents and children. I don't know any other city who
3 offers our children something. So we're paying 2,500 to 3,000,
4 not advertising it, and most of the kids are from out of city.
5 And if there's a rain day, there's nothing; if the kids don't
6 show up, there's nothing; but we pay anyway. So as long as
7 we're talking about things we need to do.

8 I'm looking at the expenses. It's so dark up here. Office
9 lease for the CRA, 112,000; and then you have plus all the other
10 expenses you have, cable, electric, equipment leases, all the
11 other things. I didn't see in here the lease for the office
12 over on -- for the Clean and Safe program. It's maybe in here
13 somewhere but I don't see it.

14 What I do want to talk about is we're talking about we have
15 to pull in our reins and whatever, we're going to be losing
16 money on the Event Center for the next couple of years. But our
17 salaries I believe are a little out of reach. We have -- it is
18 so dark up here. I need to stand over there. We have the
19 executive director, 183,000. That is the position which
20 Mr. Scott Evans is going to move into right now temporarily, and
21 maybe permanently later. Administrative director, that would be
22 Darlene, \$90,000. \$90,700.

23 We have accounting services. They're only working with
24 QuickBooks. Any high school student can do QuickBooks. You
25 have here two people, one for 71,000, one for 68,500. They're

1 only doing QuickBooks.

2 Receptionist. That's -- is that 68,000? Receptionist is
3 \$45,000 a year. Development, 47,000.

4 CHAIR DAVIS: That does include the benefits as well,
5 Ms. Larson.

6 MS. LARSON: I know. I know. So it's good you have
7 benefits. Really good. But I'm saying by the time you add up
8 everything that's what it costs us. This is what it costs us,
9 because we do pay those benefits.

10 Now I'm running out of time.

11 It's just too dark up here for me to read this.

12 But I think our salaries are a little on the outrageous
13 side. \$90,000. Excuse me, Miss Darlene, but \$90,000. And for
14 a receptionist 45,000. We really need to get a grip on what
15 we're paying.

16 Thank you.

17 CHAIR DAVIS: Thank you.

18 All right. That was the only question -- comment card we
19 had on item number 6, which was Ms. Larson.

20 All right. Commissioner Hubbard. Questions?

21 COMMISSIONER HUBBARD: Okay. Yes. First of all, I wanted
22 to find out about -- under the economic incentives, last time we
23 talked about this it said job creation. And we talked about the
24 fact that moving people into, moving persons into our community
25 or businesses into our community doesn't necessarily equate to

1 job creation. Exactly, you know, we need to be more specific
2 about that line item. Are we going to use it to give to
3 companies to move into our city? Are we going to -- or how are
4 we planning on actually creating these jobs?

5 There's a lot of things that are quite confusing. On one
6 of the pages -- I'm back to the summary now -- where it showed
7 us that we had a special CRA audit, software, and a finance
8 review for \$100,000. One, why was it presented that way and why
9 all three of those were lumped together in the same line item?

10 INTERIM EXECUTIVE DIRECTOR EVANS: Because they're all
11 directly related, they're all financial analysis. I do not have
12 an estimate on what if we move to new finance software that
13 would cost. The board has requested a special audit that will
14 be beginning. We're also going to be looking at potentially
15 moving to new software, or at least evaluating that. The City
16 has determined that they are also going to issue RFQ. So if
17 they did move to new software, and after our analysis we decided
18 that it was best for us to move to that new system also, we
19 would have to purchase that software and then implement training
20 for our staff.

21 COMMISSIONER HUBBARD: Basically -- one, I thought we had
22 already agreed that the City and the CRA would be on the same
23 financial software so we won't, you know, be in a problem and it
24 takes that long for our auditors to get the information again,
25 number one.

1 The City had presented that you all had spoke and that
2 Tyler Munis was one of the things that seemed to be agreeable
3 for both of you? That was my understanding in the presentation,
4 you all had met and discussed it.

5 I'm sorry?

6 CHAIR DAVIS: We still have to pay the City, the resources
7 that we use with them. We've done that in the past.

8 COMMISSIONER HUBBARD: I wasn't -- that wasn't what I was
9 saying.

10 INTERIM EXECUTIVE DIRECTOR EVANS: Well, the City -- no,
11 the CRA has not had discussions about the software that the City
12 is considering.

13 COMMISSIONER HUBBARD: Okay. They have chosen the Tyler
14 Munis, or they have -- the gentleman, Mr. Sherman, in his
15 presentation. But anyway, whatever, I think we need to be clear
16 right here since we seem to be confused about it. It would -- I
17 would like to see you guys have a conversation about the same
18 software because we -- so that we don't have problems, we don't
19 know what one is doing. And that's kind of what's going on, a
20 deliberate separation and demarcation so that the -- it's kind
21 of like the CRA wanted to have something private and separate
22 and the City not really know what was going on over there; so
23 therefore it put us in the bad position that we're in today, not
24 really knowing the true financial position of our CRA. But if
25 we were speaking to each other, using the same software, we, you

1 know, we would all be on the same page. And I think it's
2 important that we all are on the same page because we owe it to
3 our residents to be able to produce reports quickly and to
4 provide information and clarity to the residents of Riviera
5 Beach and not have a bunch of hodgepodes going on because one
6 is labeled CRA and one is labeled the City.

7 CHAIR DAVIS: Hold on. Are you talking about -- which
8 software?

9 COMMISSIONER HUBBARD: We're talking about the financial
10 software. I'm talking about the financial software.

11 CHAIR DAVIS: But it hasn't gone to bid yet so -- on the
12 City's side.

13 COMMISSIONER HUBBARD: Yes.

14 CHAIR DAVIS: So we have to wait until they make a
15 selection before we --

16 COMMISSIONER HUBBARD: It's done, and they chose Tyler
17 Munis.

18 CHAIR DAVIS: They did?

19 COMMISSIONER HUBBARD: And they had a consultant firm that
20 they had in their presentation last --

21 COMMISSIONER DAVIS JOHNSON: Right. At the last meeting we
22 asked that it go out to RFP.

23 COMMISSIONER HUBBARD: That they are going to use the Tyler
24 Munis, that they're going to re-send it out to RFP. But they
25 had chosen Tyler Munis.

1 CHAIR DAVIS: No, they were the -- confirmed they was
2 making recommendations for it to go out.

3 COMMISSIONER HUBBARD: There was -- okay. There was -- we
4 can go back and check with the City, but I know that, I do
5 remember us saying that we're not going to accept that
6 recommendation and we wanted to send it out for bid, that we
7 were violating our procurement policies.

8 CHAIR DAVIS: So we have to wait until they make a
9 selection or recommendation to the board before we had those
10 conversations.

11 COMMISSIONER HUBBARD: The -- well, if that is the case,
12 this is a clear time for the City --

13 CHAIR DAVIS: Start having the conversation.

14 COMMISSIONER HUBBARD: -- and then to have it. If we
15 didn't choose Tyler Munis -- I know we -- I know they chose
16 Tyler Munis. I know you may not accept it or agree, but they
17 chose Tyler Munis, they had a consulting firm to go over the
18 financial services and the entities, and they looked at the one
19 that would offer the components that they needed. Now whether
20 we take it or make them go out to bid is a whole different
21 story.

22 But that's not my point. What I'm saying is the CRA and
23 the City need to communicate so that whatever it is that we're
24 all using the same software.

25 CHAIR DAVIS: Okay.

1 COMMISSIONER HUBBARD: They -- I'll go down -- I'll finish
2 down my list.

3 This is a duplication. When we said on the \$650,000 for
4 the event tenant center restaurant, and we said then we were
5 going to take 400,000 out of that 650 for capital -- 400,000 for
6 capital access. But if you show on the next page, as you just
7 mentioned, Mr. Evans, that we increased capital access to
8 600,000. This is so convoluted, and kind of --

9 CHAIR DAVIS: Which page are you on?

10 COMMISSIONER HUBBARD: I'm just going from my notes now.

11 CHAIR DAVIS: I just want to follow what page, so I can
12 turn to it.

13 COMMISSIONER HUBBARD: Yeah. Well, I'm -- I don't know.
14 He could probably tell you what page it's listed on. I went
15 through it and made my notes on my tablet.

16 CHAIR DAVIS: Well, what's the question? I'm trying to get
17 there so I can --

18 COMMISSIONER HUBBARD: Mr. Evans. On the event tenant
19 center restaurant, for \$650,000, okay, so that was money that
20 you were saying that we were going to give to people who decide
21 to build out restaurants over in there to help with the
22 build-out, is that correct?

23 INTERIM EXECUTIVE DIRECTOR EVANS: The 650,000 would be for
24 that purpose, yes.

25 COMMISSIONER HUBBARD: Okay. Now where it indicated

1 that -- and it's -- where it indicated the 400,000 would be for
2 capital access, how is that so? Out of the 650,000.

3 INTERIM EXECUTIVE DIRECTOR EVANS: So I added that note
4 just for clarity because the City has -- will provide two
5 program sponsorships, annual appropriations, to the CRA. So
6 they funded 500,000 towards capital access in 2016. Which we
7 will still have. And then they funded 500,000 for capital
8 access in this coming year. And so that money by this budget is
9 being re-appropriated. So 600,000 will continue to be available
10 for small business capital access. And then the remaining
11 portion would be utilized to help fund the improvements at the
12 restaurant.

13 COMMISSIONER HUBBARD: Okay. Now, we gave 100,000 of that
14 to the Tampa group, NLP.

15 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, we pre-funded. But
16 that doesn't mean that the money is gone. It just allowed for
17 them to do some vetting of previous applications, although none
18 were funded.

19 COMMISSIONER HUBBARD: Sixty-three were not funded, that
20 applied.

21 Now, I think, one, will they give us our \$100,000 back?
22 It's a fund, so we should be able to ask them for our \$100,000
23 back.

24 INTERIM EXECUTIVE DIRECTOR EVANS: So we can get back any
25 of the money that wasn't spent on assisting applicants to

1 complete the paperwork. And I think that's the majority of the
2 money.

3 COMMISSIONER HUBBARD: How much money did we put inside the
4 NLP fund, the Neighborhood Lending Program in Tampa?

5 CHAIR DAVIS: Was it a half a million?

6 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah. Well, we said we
7 would do a half a million. We sent them \$75,000 to hold to help
8 applicants, and then I think another 25,000. 100 total.

9 MR. KOLLER: We sent them \$75,000, as Mr. Evans said, to
10 vet the applications and help the applicants. We sent them
11 another \$100,000 as a loss reserve; in case when they do give
12 loans they -- some of the loans may default, and we would be
13 responsible for part of that default. Remember that half --
14 excuse me -- our agreement is, if I'm not mistaken, they give a
15 loan for \$300,000, 150 comes from our funds and 150 from their
16 funds. So it's double. But they still demanded and we agreed
17 upon \$100,000 as a loss reserve fund, so we have funded that.

18 COMMISSIONER HUBBARD: Okay. I'll say this: They did not
19 fund any -- they didn't fund any applicants this year. We did
20 not fund any businesses. I think that that is something that we
21 can do locally here as opposed to funding a business loan fund
22 over in Tampa. I would like to see us put on our agenda to
23 bring --

24 CHAIR DAVIS: We put it on there.

25 COMMISSIONER HUBBARD: -- put on our agenda to bring back

1 those funds and to do them, to do them locally and discontinue
2 our contract with the NLP group.

3 Now, when you say in the budget, Clean and Safe excludes
4 marina salaries and the figure is \$196,818, what do you mean by
5 excluding marina and salaries? The Clean and Safe program is
6 196,000 but that excludes the marina and salaries. What do you
7 think actually mean by that?

8 INTERIM EXECUTIVE DIRECTOR EVANS: So that's just referring
9 to their general office expenses, their budget, their equipment
10 for their ambassadors, the capital equipment that they use to
11 maintain, and additional dollars towards when we need to utilize
12 police services to help. And then that also includes
13 maintenance of any equipment that we currently have. And our
14 rent for the Clean and Safe office. Which is a question that
15 came up earlier.

16 COMMISSIONER HUBBARD: Okay. If 196,000 for the Clean and
17 Safe program, if we included the salaries, how much would that
18 total be? You're saying this is --

19 INTERIM EXECUTIVE DIRECTOR EVANS: Right. The Clean and
20 Safe salaries, the personnel is in the main CRA budget and then
21 also in the new marina. So we could --

22 COMMISSIONER HUBBARD: So tell me --

23 INTERIM EXECUTIVE DIRECTOR EVANS: -- add them together.

24 COMMISSIONER HUBBARD: Yeah, please. You got \$196,818 and
25 it doesn't include the salaries. I need to know what you're

1 talking about.

2 CHAIR DAVIS: But don't supplies and equipment go different
3 from salaries, the programs?

4 COMMISSIONER HUBBARD: I know that they're different.

5 CHAIR DAVIS: But you can't mix them.

6 COMMISSIONER HUBBARD: I'm trying to ask him what's the
7 total --

8 CHAIR DAVIS: Oh. Okay.

9 COMMISSIONER HUBBARD: The way he have it listed here, this
10 is the most convoluted budget. It's just confusing to me to see
11 it laid out --

12 MR. KOLLER: The total for the Clean and Safe core program,
13 not the marina part, is about \$560,000, including salary
14 expenses and the \$196,000.

15 COMMISSIONER HUBBARD: So it's about \$500,000, including
16 the one ninety-six.

17 MR. KOLLER: Right. \$560,000.

18 CHAIR DAVIS: Well, the salaries are three fifty-nine, from
19 what I'm seeing.

20 VICE-CHAIR MILLER-ANDERSON: Your question is what does the
21 one ninety-six include? It's on page 23 I think.

22 COMMISSIONER HUBBARD: No, no. What I -- well, it wasn't
23 so much what it included. I wanted to know if that didn't
24 include salaries, exactly what was the salaries. And I
25 understand they were three hundred and some thousand dollars

1 plus the one ninety-six now. This is from -- I'm going from the
2 notes that I had here.

3 CHAIR DAVIS: Hold on. What page are you on, so I can
4 follow you?

5 COMMISSIONER HUBBARD: Again, I wasn't going from the pages
6 because I had already been through it and I had just made my
7 tablet of notes.

8 CHAIR DAVIS: Well, we're trying to keep up with you.

9 VICE-CHAIR MILLER-ANDERSON: On page 13, I believe -- and
10 correct me if I'm wrong -- is the Clean and Safe salary page.

11 CHAIR DAVIS: Yeah, I have that one here.

12 VICE-CHAIR MILLER-ANDERSON: Okay. And then page 23 is the
13 196,000 that --

14 COMMISSIONER DAVIS JOHNSON: That's the operations,
15 correct?

16 VICE-CHAIR MILLER-ANDERSON: Which is the operations. The
17 Clean and Safe operational budget plan minus marina operations.
18 So that's the one ninety-six.

19 COMMISSIONER HUBBARD: And that's the term --

20 VICE-CHAIR MILLER-ANDERSON: Right.

21 COMMISSIONER HUBBARD: Here it is. Page 13, you're right.
22 It said minus the salaries. I wanted to see where were the
23 salaries so that I could come up with the total.

24 CHAIR DAVIS: Page 13.

25 COMMISSIONER HUBBARD: The \$500,000, I guess that's a --

1 that's a lot.

2 Now, Mr. Evans, we have two positions again; the one that
3 was not moved -- let me go -- that wasn't moved, is the \$60,000
4 for the grant writers that did nothing last -- that did nothing
5 the last time. My thing is, with the staff that you have on
6 board with the CDC and the staff that we have on board, without
7 writing that much grants, that we need a \$60,000 grant, and I
8 think that's something that we need to take out and we can try
9 to find -- if we find grants that we're eligible for then we can
10 hire somebody to write them on a percentage basis. But just to
11 allocate \$60,000 for a firm that sent you that report that said
12 not applicable, no, not applicable, no -- that's all it said.
13 They didn't do anything. And I think that we're wasting our
14 money in funding them.

15 INTERIM EXECUTIVE DIRECTOR EVANS: And from a previous
16 budget workshop I made notes that we need to bring the
17 contract -- because we have an existing approved contract with
18 that vendor. So I made a note to bring it back, to evaluate
19 their progress and bring it back for this board to consider if
20 they wanted to end the contract.

21 COMMISSIONER HUBBARD: Yeah, because they don't have any
22 progress. They violated their contract already, they haven't
23 done anything. So we need to discontinue that.

24 VICE-CHAIR MILLER-ANDERSON: So you'll bring it back for
25 the next meeting.

1 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

2 COMMISSIONER PARDO: Chair. So -- but I would recommend
3 just keeping the money in there. It's not a lot of money.
4 Keeping it there, you know, in case we decide to go after grants
5 and we can't find someone to do it on a percentage basis. So at
6 least we know that we have money set aside.

7 VICE-CHAIR MILLER-ANDERSON: But you'll bring it back for
8 the next meeting.

9 COMMISSIONER HUBBARD: Be that as it may, we definitely
10 need to discontinue our relationship with that grant firm.

11 VICE-CHAIR MILLER-ANDERSON: So he'll bring it back on the
12 next meeting for discussion on that person.

13 COMMISSIONER HUBBARD: Now we have the two -- we have our
14 two positions, operations manager and -- and you did some -- and
15 you changed the other similar position to what, Mr. Evans?
16 Okay. He has the operations, he has -- page 12. Page 12. I
17 don't think all the changes that we talked about --

18 CHAIR DAVIS: Are you talking about the ones in red?

19 COMMISSIONER HUBBARD: -- were made. We need to -- before
20 approving this budget, it needs some work.

21 CHAIR DAVIS: Excuse me. Are you talking about the ones in
22 red?

23 COMMISSIONER HUBBARD: No, no, no, it's not in red.

24 CHAIR DAVIS: Where are they?

25 COMMISSIONER HUBBARD: It's -- it says -- up here we have

1 the operate -- under administration there's the operations
2 manager. And what I was asking him about was the -- okay. He
3 changed -- okay. The community service coordinator is the one
4 in red, sir. And the other one is the operations manager.

5 My question was going to be, once he located it, what are
6 you doing, are you going to fold the services from that
7 coordinator that's no longer in your budget into the operations
8 manager position?

9 INTERIM EXECUTIVE DIRECTOR EVANS: No, that would take the
10 place of one of the program managers. I have two listed in the
11 budget. The first program manager position would be filled by
12 the deletion of the community services coordinator. And that
13 would be graded by the human resources department. We don't
14 have a grading. And then the second project manager position
15 would remain open until the board decided what they wanted to do
16 with the permanent executive director position. And in the
17 interim that would allow me to hire a temporary project manager
18 if I needed it to implement anything that the board wanted me to
19 do. And this is consistent with the workshop of last week.

20 CHAIR DAVIS: One thing I'll say about the project
21 managers. I like that idea because it does give oversight on
22 construction projects and things that we're doing within the
23 CRA. So we can definitely hire someone to focus on the project
24 and we can have the oversight that we all speak about. And
25 that's a viable tool, something new that's being brought to the

1 table I can truly support.

2 COMMISSIONER HUBBARD: And I -- and I am -- and that's why
3 I'm trying to get some clarity. And again I would say these
4 different positions are quite, you know, folded into each other
5 and quite convoluted to me. So I wanted to -- so that's why I'm
6 asking. I wanted to know if this is the construction type
7 project management. You got your community services
8 coordinator, then you got your operations manager. So what I
9 was trying to determine, what you were actually saying and, you
10 know, what was actually going to be done.

11 INTERIM EXECUTIVE DIRECTOR EVANS: And also at the previous
12 board workshop I listed every single project that we proposed to
13 do. And then beside it I listed every single staff member who
14 would be responsible for implementing it.

15 COMMISSIONER HUBBARD: And again that wasn't the question.
16 I wasn't saying what projects you were going to do and who was
17 going to be doing them in that sense. What I was trying to
18 see -- here, for example, if you're talking about say the
19 building and the construction management and that, then that
20 could very well be what you meant under project management, or
21 projects that you have on the table.

22 But say you have another project like the, say your home
23 buyers club or whatever. You might have somebody managing that
24 project.

25 I was trying to get some details or to define what you were

1 referring to. And the reason I was trying to do that is because
2 we eliminated, you know, the one that you talked about, the
3 community service person. So I didn't know if one of them was
4 replacing that or not. So that's why I asked you the questions.

5 CHAIR DAVIS: Anyone else have any questions? Vice-Chair?

6 VICE-CHAIR MILLER-ANDERSON: I just have a question on page
7 16, about the event patio bar allowance; and the complete, on
8 page 17, complete Event Center second floor patio. Just explain
9 the difference with those two. I'm trying to place which one
10 they are.

11 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah. Okay. So the
12 shade structure I'll start with on the west balcony --

13 VICE-CHAIR MILLER-ANDERSON: Well, not that. I know what
14 that is. The event patio bar allowance.

15 INTERIM EXECUTIVE DIRECTOR EVANS: The -- some of the
16 furniture that we -- not furniture. Kitchen equipment, that we
17 originally planned to install on the second floor event patio,
18 it was decided that that would be better used, utilized as a
19 build-out for the concession area, which is also one of these
20 budget items. So some of that equipment is in the concession
21 area waiting to be installed in this second phase.

22 CHAIR DAVIS: When you say concession area, that's the
23 building on the north end corner by the water fountain?

24 INTERIM EXECUTIVE DIRECTOR EVANS: Adjacent to the
25 children's water fountain.

1 VICE-CHAIR MILLER-ANDERSON: So that's the event patio bar
2 allowance?

3 INTERIM EXECUTIVE DIRECTOR EVANS: No. The event patio bar
4 allowance is the second floor bar area that faces Broadway.

5 VICE-CHAIR MILLER-ANDERSON: Okay.

6 INTERIM EXECUTIVE DIRECTOR EVANS: And because we didn't
7 install all of the kitchen equipment and finishes, we need to
8 come back and make it more useable for someone who rents that
9 space.

10 CHAIR DAVIS: Yeah, because I know when you come out that,
11 that service elevator, and you walk into that room, it's
12 completely empty; it doesn't have a sink, it doesn't have
13 nothing in it.

14 INTERIM EXECUTIVE DIRECTOR EVANS: There's not even any
15 countertops.

16 CHAIR DAVIS: It's just a vacant room.

17 VICE-CHAIR MILLER-ANDERSON: Okay. And then on page 17,
18 the complete Event Center second floor patio.

19 INTERIM EXECUTIVE DIRECTOR EVANS: That is the floor. If
20 you go up on the second floor you can only right now walk around
21 the west side because the east side doesn't have a finished
22 floor. So this would just install the same roofing system on
23 the east side that we had already installed on the west side.

24 VICE-CHAIR MILLER-ANDERSON: Okay. And I remember
25 Ms. Pardo bringing up a while back about the water fountains for

1 the kids to play in, the -- I guess the jets or something we
2 didn't purchase all of that. Is that accounted for? Or is that
3 fixed? Or where is the money coming for that?

4 INTERIM EXECUTIVE DIRECTOR EVANS: So I would propose that
5 in the existing funds that I have to finish the marina project,
6 that we can make minor upgrades to the fountain system. And
7 then we can evaluate those and if we want to take it to the next
8 level, we could do that. But I would propose to make the first
9 round of improvements and see if that meets the board's
10 expectations.

11 VICE-CHAIR MILLER-ANDERSON: Okay. And then for the
12 community boating, someone had mentioned about this -- the
13 children that participate in it coming from different cities.
14 Is there somewhere in the language of the contract that they
15 should only provide services for Riviera Beach residents?

16 INTERIM EXECUTIVE DIRECTOR EVANS: Currently the contract
17 does not limit them to that. That is our focus. And more than
18 50 percent I believe of the children are from Riviera Beach.

19 MS. JENKINS: Yes, their goals -- when the community
20 boating is presented, their annual plan, they have goals for the
21 number of local children that they have to address. And each
22 year they've exceeded those goals by 75 percent, 100 percent.

23 VICE-CHAIR MILLER-ANDERSON: Who sets the goals? They do?

24 MS. JENKINS: It's a negotiated item based on experience.
25 They reach out to kids in the Parks and Rec program. So they

1 partner with Parks and Rec, the Arc, Seagull, that program, Boys
2 and Girls Club, and all the local schools.

3 VICE-CHAIR MILLER-ANDERSON: So do they have the same
4 community boating program at other municipalities?

5 MS. JENKINS: I believe there's one in Boynton Beach and
6 Lake Worth, have programs similar to this. I think ours is more
7 formal and more extensive; and I think we reach more children.

8 VICE-CHAIR MILLER-ANDERSON: Why is it that we've never
9 considered just limiting it to Riviera Beach residents,
10 considering we're the ones that's paying for it? Was that ever
11 brought up?

12 MS. JENKINS: I believe when the program was first designed
13 it was an attempt to reach children in the city -- well,
14 Commissioner, you had a comment.

15 CHAIR DAVIS: I know one of the questions came up because
16 at the Boys and Girls Club a lot -- sometimes Boys and Girls,
17 and the Maritime Academy, those schools, have students from
18 other areas; and you don't want to exclude those even though
19 they use our programs but you don't want to exclude some of the
20 kids that use our programs. Even with the rec summer program,
21 some of our kids are like from West Palm Beach. But you can't
22 exclude them because they're West Palm Beach --

23 VICE-CHAIR MILLER-ANDERSON: You don't have to exclude
24 them. You can charge them a fee; just like if we go somewhere
25 else and if we're not residents they charge us something.

1 CHAIR DAVIS: But those fees are already in the
2 registration for those kids, when they pay registration fees.

3 MS. JENKINS: And by and large these are poor children.

4 All of the marketing is done within the city, is marketed
5 to venues within the city. We don't do any marketing outside of
6 the city or to anyone outside of the city. They have other
7 program partners and other dollars that they address, you know.
8 And the same director I think actually runs the program in
9 Boynton. But for the money we provide, they greatly exceed the
10 number that we expect them to serve.

11 VICE-CHAIR MILLER-ANDERSON: Now you said that is for low
12 socioeconomics. Is there a criteria that the students have to
13 meet or the parents have to meet in terms of their income, in
14 order for them to --

15 MS. JENKINS: There is not a screening. I say that because
16 of where the children come from. A number of the kids, like I
17 said, come through our Parks and Rec Department and they're in
18 the summer programs; children who go on the weekend with Boys
19 and Girls Club. Just the demographics of those programs, we
20 know that the majority of them are low to moderate income
21 children. Just from the census tract.

22 VICE-CHAIR MILLER-ANDERSON: I would kind of beg to differ
23 on that. To say that, you know, I mean that doesn't really say
24 a whole lot to me as to why would we be subsidizing some of the
25 children that may not come from the city. Just because they go

1 there, that doesn't mean that they're, you know, low income
2 children, income households. You know, I just -- I brought this
3 up before, and I know it's come up before about the community
4 boating program. Obviously it's a good program, and I'm sure
5 people are getting, kids are getting experiences that they
6 probably wouldn't have otherwise but we just want to make sure
7 that whatever monies that we're using it's going towards our
8 residents. I do understand that, you know, we have people that
9 come from outside of the city that go to the Boys and Girls
10 Club, that attend some of the camps. But if I'm not mistaken,
11 at least it used to be, if you were an outside resident or a
12 nonresident you did pay some sort of fee.

13 MS. JENKINS: Commissioner, as Mr. Evans says, Captain Rich
14 does come periodically as the board desires to make
15 presentations, and he could explain the funding. To actually
16 run the community boating program it costs more than our grant
17 contribution. So our grant contribution is only a portion of
18 what it costs to present the program. So we're subsidizing or
19 paying for our children. And because he does track the
20 children's, you know, applications, we know which partner they
21 come from, we're getting I think more than a bang for the buck.

22 VICE-CHAIR MILLER-ANDERSON: I'm not denying that. I'm
23 just thinking if we have some kids come from West Palm, we
24 should reach out to West Palm and let them put in a little bit
25 as well. If the numbers show that a large number of them are

1 coming from other municipalities. So that, you know, I just
2 don't think we should have to bear the burden of all of it when
3 we have other municipalities that are participating.

4 You know, I mean that's just food for thought, that's just
5 my point on that. Because, as I said before, when we get the
6 invoices, it's come up numerous times, you know, they have
7 gotten a lot better about providing the pictures, the updates
8 and all of that each month with the invoices. But, you know,
9 it's just, you know, just something that we need to probably
10 just take a look at.

11 INTERIM EXECUTIVE DIRECTOR EVANS: We'll do that, we'll
12 review their contract and see how we can get our money to go
13 towards the residents primarily.

14 VICE-CHAIR MILLER-ANDERSON: Thank you.

15 COMMISSIONER DAVIS JOHNSON: Mr. Evans, where in the budget
16 did you allow for the fans and heaters for the Event Center, for
17 when we do have our semblance of winter and there are outside
18 events where there will be a need for heat, and currently, you
19 know, we have a need for fans. Where is that?

20 INTERIM EXECUTIVE DIRECTOR EVANS: The fans would be a part
21 of the shade structures for the west balcony. When we -- when
22 we -- we already have a trellis out there, and we're looking at
23 some low cost improvements that would provide some shade and
24 also leave enough money to put in some fans attached to that
25 trellis system.

1 COMMISSIONER HUBBARD: Mr. Chair.

2 CHAIR DAVIS: Go ahead.

3 COMMISSIONER HUBBARD: Okay. On the -- I know it's further
4 down, but with the A & Associates for our security that we have
5 over there now at the Marina Event Center, what -- we have the
6 ambassadors, we have the A & Associates, we have the Riviera
7 Beach city police. And it's not very much to secure over there
8 right now. So why are we layering like that?

9 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, I'll allow Rod to
10 go ahead and address what our coverage is.

11 MR. McLEOD: First of all, our ambassadors work primarily
12 7:00 a.m. to 7:00 p.m., except when we have events and we work
13 the events until two hours after the event is done.

14 We have the security company working from 6:45 p.m. to 8:00
15 a.m. And their primary job is to patrol all of Marina Village,
16 especially dealing at the north end where we do have an issue
17 with the homeless kind of congregate down there and wanting to
18 utilize the beach once it gets dark.

19 As far as the police, the only time the police are being
20 used at this time are when we have special details, we actually
21 hire the police for that.

22 Under the new budget we are proposing that we bring police
23 in to cover events at the Event Center. And this was an issue
24 that was raised by the board several weeks ago about giving the
25 police more overtime instead of us using the security company to

1 provide those services as required under the Event Center
2 contracts.

3 COMMISSIONER HUBBARD: I mean if the price is equitable
4 that we get from the police department, and if it's -- you know,
5 compared to what the A & Associates are going to charge us, one.
6 And, two, the CRA is a part of the city, I hope that we have
7 some police coverage in that zone down there period anyway.
8 Because it's, you know --

9 MR. McLEOD: Yes, that's part of district one and they do
10 patrol it. However, they don't patrol it certainly based on the
11 needs that we feel we need at this point. Especially dealing
12 with the safety and security of our facilities as well as the
13 visitors to the facility.

14 COMMISSIONER HUBBARD: I think that everybody in the city
15 probably feels that they don't have enough patrolmen in their
16 neighborhood, they don't have enough patrolmen coming by often
17 enough. I think we all would like to see a police car every 30
18 minutes, but we can't afford that. And for our district we have
19 what we have; and for district one they have, you know, over
20 there -- well, police district one, they have what they have.

21 All I'm saying is those are the things that we need to look
22 at, you know, in signing these contracts; if we, if we don't
23 need that level of coverage then we don't need it.

24 But you're saying that they're only there at night --

25 MR. McLEOD: Yes.

1 COMMISSIONER HUBBARD: -- A & Associates?

2 MR. McLEOD: Yes, ma'am.

3 COMMISSIONER HUBBARD: And you're saying that the police
4 don't come at night?

5 MR. McLEOD: They come when we need assistance. They also
6 do do some drive-bys as part of their normal patrols. But based
7 on the security -- the police staffing and when they respond to
8 an emergency they pull their police officers from where they
9 need them. And we feel we really need a patrol person covering
10 the whole facility. And A & Associates currently does it every
11 30 minutes, they do a full walk through the facility. And we
12 monitor what exactly they're doing so we know that the park is
13 being controlled.

14 COMMISSIONER HUBBARD: It's funny. You're talking about
15 the patrolling and coverage of homeless people and boats. If
16 someone breaks into my home, or there is an incident, and the
17 policemen are there, and something, another emergency occurs
18 that's a lot more devastating than that, the officers are going
19 to leave my home as well. So for him to be rousing up homeless
20 people and all of a sudden a real crime happens and he has to
21 leave, that's par for the course in any part of the city.

22 MR. McLEOD: No, I'm sorry, I must have misstated.

23 A & Associates are the ones that are doing the patrols
24 every 30 minutes. And if they need assistance they will call
25 the police, where the homeless will not leave when they ask them

1 to leave; and then the police respond, and when they're able to
2 respond.

3 COMMISSIONER HUBBARD: I did understand what you were
4 saying. I was trying to make an example of the fact that your
5 concern and your major problem is homeless people. And that's
6 what you're trying to --

7 MR. McLEOD: Well, we're also concerned about the safety of
8 the buildings themselves.

9 MR. SPENCE: Can I explain?

10 CHAIR DAVIS: Excuse me. You want to interject?

11 MR. SPENCE: Yes.

12 Yes, ma'am. The reason why we're using police officers,
13 they're going to be off-duty police officers --

14 CHAIR DAVIS: Please state your name for the record.

15 MR. SPENCE: Oh. I'm Neimah Spence. I'm operations
16 manager for the Clean and Safe program.

17 These will be off-duty officers where they won't be on
18 duty, they will be at the Event Center on Friday, Saturday and
19 Sunday, during times where we have events. So it won't be part
20 of the regular police rotation. They would be off-duty officer
21 details.

22 And one of the reasons why we want an off-duty officer is
23 to have that sense of safety when events are going on. They'll
24 be able to be in the parking area to ensure that no one's
25 vehicles is being broken into. And if an incident happened

1 during an event, the police would already be there to respond to
2 whatever emergency that may occur right there. But it would be
3 during their off duty time, not during normal working hours.

4 COMMISSIONER HUBBARD: And, again, I understand that. And
5 I don't have a problem with them -- with us using police
6 officers as opposed to that. I was just saying we needed to see
7 which one was economically feasible.

8 Secondly, I said that I think, you know, that we're doing a
9 lot of layering and that we need to look at a more feasible way
10 and decide how we're going to do it. Because if we choose to do
11 it that way, then that's fine. Or if we choose to do it with
12 the A & Associates, then that's fine. But I don't want to see
13 us do any duplication of services.

14 And I think that we need to look through this budget again
15 for that because there's in my mind, it's a lot of duplication
16 of services.

17 And, Mr. Chair, my last item is with the CDC. In the
18 auditing of the CRA, and we have the CDC, and the CDC is
19 basically asking that we the City fund it. We -- I think this
20 is another area that we need to look into to see, one, what
21 happened with the funds before -- some of -- what I wanted to
22 have explained is when I was looking at the report from the CDC,
23 a couple things that I -- this went back to 2013 with the CDC.

24 CHAIR DAVIS: Say again.

25 COMMISSIONER HUBBARD: I say when I was looking up

1 information trying to get a handle on the CDC and what was going
2 on with the CDC -- I'm not sure if this is still the case right
3 now, but -- and I wanted to see if they could explain a couple
4 things to me concerning the CDC. Now Ms. Jenkins and Scott
5 might have to speak to this. In the 990 that was filed with the
6 CDC, it showed -- this is 2013, Ms. Jenkins. And I want to know
7 if this is the same pattern that we're doing now. Okay. It
8 showed that \$94,000 in salaries was being paid from the CRA.
9 And it also showed additional from related organization, from
10 the related organization, 14,574 from the CDC. Can you explain
11 that one? And then we'll go to the next one. Ms. Jenkins,
12 possibly. Or Mr. Scott Evans.

13 INTERIM EXECUTIVE DIRECTOR EVANS: You're referring to a
14 2013 tax return?

15 COMMISSIONER HUBBARD: For the CDC.

16 INTERIM EXECUTIVE DIRECTOR EVANS: So I'm afraid I couldn't
17 answer that from the dais. But we could research it for you.

18 COMMISSIONER HUBBARD: Okay. Well, let me go back and try
19 to restate it so you might be able to -- the question -- okay.
20 From Mr. Brown, it stated his reportable compensation from the
21 CDC -- I mean from the related organization, which was the CRA,
22 \$183,000, we know that. Now it said the estimated amount of the
23 other compensation from the organization and related
24 organization, which would have been the CDC. So two salaries
25 were coming out of that for the CDC and the CRA? Or are you

1 referring to something else and, if so, what? In that
2 particular item.

3 MS. JENKINS: May I ask? Are you looking at a 990 for the
4 CDE or the CDC?

5 CHAIR DAVIS: It's probably CDE.

6 COMMISSIONER HUBBARD: No, it's not the -- see. Let me
7 show you something.

8 CHAIR DAVIS: CDC.

9 COMMISSIONER HUBBARD: Yeah.

10 MR. HAYGOOD: It's an internal organization income tax.

11 COMMISSIONER HUBBARD: Okay. What it appears to be is
12 two -- that that one is being paid from one portion -- that
13 they're getting two installments, one from the CDC and one from
14 the CRA. Okay. That's what it shows here.

15 Now let's go down to the -- to this: It says a management
16 fee for the CDC of \$78,500. Where did that come from? And
17 where -- were we charging this to the CRA? And, if so, where
18 did it go?

19 INTERIM EXECUTIVE DIRECTOR EVANS: I think the only way to
20 answer these questions is for us to get a copy of your document
21 and we'll do a detailed analysis and answer every question that
22 you like. We can e-mail it out if you like.

23 COMMISSIONER HUBBARD: Is the CRA paying -- is the CDC
24 paying the seventy-eight management fee?

25 INTERIM EXECUTIVE DIRECTOR EVANS: There's no payments to

1 staff from the CDC.

2 So the CRA provides funding to the CDC. This year it's
3 proposed to be \$180,000. And then our other contribution is
4 that we allow our staff to work on the CDC's programs.

5 CHAIR DAVIS: And those funding goals to pay for staff
6 time, is that what you're saying?

7 INTERIM EXECUTIVE DIRECTOR EVANS: Well, the CRA pays for
8 the staff and then we just give the staff to the CDC.

9 COMMISSIONER HUBBARD: But that's not what this -- that
10 couldn't be what this 78,000 is referring to.

11 INTERIM EXECUTIVE DIRECTOR EVANS: That's why I would have
12 to research what was done in 2013, and I'd be happy to do that.

13 CHAIR DAVIS: Is that in the backup?

14 COMMISSIONER HUBBARD: No, it's not.

15 And what I -- and my point to that --

16 CHAIR DAVIS: I'd like to have a copy of it.

17 COMMISSIONER HUBBARD: -- is this -- my point to that is
18 this: We need information, more information about the CDC. And
19 the mere fact --

20 CHAIR DAVIS: Would you make us all a copy of that, so we
21 can look at what you're looking at? For the next meeting.

22 COMMISSIONER HUBBARD: I can -- I'll give it to you before
23 the next meeting.

24 CHAIR DAVIS: Okay.

25 COMMISSIONER HUBBARD: But my thing is: I don't think that

1 this is a budget that we are prepared to pass now. We need to
2 look at -- we need to look more at the budget --

3 CHAIR DAVIS: We gotta pass the budget.

4 COMMISSIONER HUBBARD: -- for the CRA with the CDC.

5 CHAIR DAVIS: We have to pass the budget.

6 INTERIM EXECUTIVE DIRECTOR EVANS: I would just add that I
7 think that what we've tried to do is present you a budget that
8 gives you the flexibility to do everything the board wants to
9 do.

10 CHAIR DAVIS: We can make adjustments later if we choose
11 to. You can always amend it.

12 INTERIM EXECUTIVE DIRECTOR EVANS: And the ultimate
13 spending authority is with this board and how we operate and
14 manage our funds.

15 CHAIR DAVIS: Okay. Anyone else have any questions before
16 we go to the public? Because they're still waiting to speak.

17 No more questions. Madam Clerk.

18 Well, the next item, we got people waiting for the next
19 item, 8.

20 (Motion carries, with Commissioner Hubbard dissenting.)

21 CHAIR DAVIS: Item number 8.

22 (Resolution read by Mr. Haygood.)

23 CHAIR DAVIS: Is there a motion?

24 COMMISSIONER DAVIS JOHNSON: So moved.

25 COMMISSIONER PARDO: Second.

1 CHAIR DAVIS: It's been properly moved and seconded.

2 Mr. Evans.

3 INTERIM EXECUTIVE DIRECTOR EVANS: This is a contract that
4 piggybacks on the City's existing procurement. In order to
5 continue to provide security at the marina, this would provide a
6 base contract with A & Associates to provide that security guard
7 from 6:45 p.m. to 7:45 a.m. as the minimum. And then it also
8 provides about \$13,000 that we could get additional security
9 from them if we so choose for special events. But the main
10 purpose of the contract is to provide that one security guard
11 between the evening hours. And in order to do that quickly and
12 efficiently we're piggybacking on the City's contract, which
13 utilizes their approved procurement process and all of the rates
14 that were adopted into their agreement.

15 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

16 CHAIR DAVIS: Commissioner Johnson.

17 COMMISSIONER DAVIS JOHNSON: Davis Johnson.

18 CHAIR DAVIS: Davis Johnson. I'm sorry.

19 COMMISSIONER DAVIS JOHNSON: That's okay.

20 When we had our retreat we discussed the additional
21 security over at the marina to protect the venue and to oversee
22 it. I know that we can't necessarily -- we're not armed. But
23 we certainly are providing the general oversight to ensure that
24 the building is not vandalized, that it's not damaged, that kind
25 of thing, and that was a part of the discussion that we had in

1 the retreat, correct?

2 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

3 COMMISSIONER DAVIS JOHNSON: Okay.

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

5 Madam Clerk.

6 (Motion carries, with Commissioner Hubbard dissenting.)

7 CHAIR DAVIS: Item number 8. We'll start off with public
8 comments.

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

10 CHAIR DAVIS: Yes, please.

11 (Resolution read by Mr. Haygood.)

12 CHAIR DAVIS: Do we have a motion?

13 COMMISSIONER PARDO: So moved.

14 CHAIR DAVIS: Do we have a second?

15 COMMISSIONER DAVIS JOHNSON: Second.

16 CHAIR DAVIS: Thank you.

17 First person, Ms. Bonnie Larson.

18 MS. LARSON: Bonnie Larson.

19 Just a couple comments. I see -- you got to get a light up
20 here. I notice the ladies at the end all have lights. We need
21 a light right here. It's very dark.

22 I see some of the wording comes from our previous CRA
23 director's contract. And we need to make a few changes on it.
24 I know you're going to have a new contract, you know, if you
25 hire Mr. Evans in February, but just a couple things. Number 2,

1 the service rendered by the employee during the term of this
2 contract shall be the normal duties of a person employed as an
3 executive director. That's very vague. That was in Mr. Brown's
4 contract. That needs to be a little more specific regarding
5 that.

6 And then it says the employee shall devote appropriate
7 business hours. Okay. That's a problem we had with our
8 previous director. So you need to state the number of hours or
9 number of days, or whatever, that you expect even in the interim
10 for Mr. Evans to be doing. I'm sure he's going to put in the
11 appropriate number, but we need to specify it.

12 CHAIR DAVIS: Full-time.

13 MS. LARSON: Right. And specify what you mean by
14 full-time. And then when you do the regular contract for him or
15 someone else in February you specify it again, because normal
16 business hours to our previous director was like two days a
17 week. So let's not have this ambiguity continuing in our next
18 contract.

19 And then the last thing was -- oh. This must have been a
20 typo in the other contract too. It says -- it's talking about
21 the holiday pay, vacation pay, whatever, then it says here,
22 holiday leave shall be limited to those days observed by the
23 agency. I think you mean to say observed by the City. Because
24 you want them to be the same as the City, right? They don't set
25 their own hours and sick leave and whatever.

1 CHAIR DAVIS: It's the same thing.

2 MS. LARSON: Okay. It's number 5, and it says -- we're
3 talking about vacation leave, sick leave. It says, holiday
4 leave shall be limited to those days observed by the agency.
5 Don't you mean by the City?

6 CHAIR DAVIS: No.

7 MS. LARSON: They have separate holidays?

8 CHAIR DAVIS: We just make reference to this agency.

9 MS. LARSON: Are you saying that the CRA has different
10 holidays than the City?

11 CHAIR DAVIS: No, we're not discussing the City.

12 MS. LARSON: Who do you mean by agency? Because agency
13 usually refers to the CRA, when you're talking about the CRA.

14 MR. HAYGOOD: Yes.

15 CHAIR DAVIS: Yes, the CRA.

16 MS. LARSON: Okay. We're miscommunicating here because
17 I -- does the CRA have the same holidays as the City?

18 COMMISSIONER HUBBARD: They should. But I'm not sure.

19 MR. HAYGOOD: I'm not sure. I think there may be --

20 COMMISSIONER PARDO: I think there's one day that the --

21 COMMISSIONER DAVIS JOHNSON: It's the same day.

22 MR. HAYGOOD: There's one day that the City recognizes --

23 CHAIR DAVIS: Is there one -- I think there's -- there's
24 one day, Ms. Davis?

25 MS. LARSON: Okay. So we don't know. We don't know. So

1 let's clear it up.

2 MR. HAYGOOD: But whatever the agency observes, that's what
3 he's going to observe.

4 MS. LARSON: I'm sorry?

5 MR. HAYGOOD: Whatever the agency observes is what he is
6 limited to.

7 MS. LARSON: Right. But we don't know what that is.

8 MR. HAYGOOD: Well, not offhand.

9 COMMISSIONER HUBBARD: And the agency shall observe what
10 the City observes.

11 MS. LARSON: None of us know what that is. So that needs
12 to be clear.

13 MR. HAYGOOD: I don't know offhand.

14 COMMISSIONER DAVIS JOHNSON: Darlene --

15 THE CLERK: It is the exact same holidays as the City. The
16 CRA observes the same, the exact same holidays as the City.

17 MS. LARSON: As the City. That's what I'm saying, it
18 should say the City.

19 CHAIR DAVIS: But we don't need to mention -- we don't even
20 necessarily mention that because we're discussing --

21 COMMISSIONER DAVIS JOHNSON: It seems to me that we adopted
22 the same dates that the City has. The agency has adopted the
23 same dates so it's not necessary to put in that it's the City's
24 dates. The agency adopted them so therefore they are the
25 dates --

1 MS. LARSON: To me it sounds like it's different than the
2 City. I'm just trying to clarify things.

3 CHAIR DAVIS: I can understand.

4 MS. LARSON: I like things clear. Thank you.

5 CHAIR DAVIS: I can understand.

6 Bessie Brown. Ms. Bessie Brown.

7 MS. BROWN: Bessie Brown. I just have to say, I don't have
8 anything against Scott being -- and I'm not sure if it's interim
9 and how long or whatever, because I really -- and I've been here
10 all night so I'm not real good right now. But basically I don't
11 think, I don't think that we should be interim this and interim
12 that. He is already interim. Let him stay there.

13 We need to be about the business of hiring a CRA director.
14 We are already in trouble with a 35 million dollar loan that the
15 taxpayers have to pay; and half their building and all kinds of
16 other changes they we're not getting.

17 Now you're here to make the best decision that you can. I
18 expect that you would seek to hire a CRA director, because we
19 already have a banker; and now if you put Scott in there, it's a
20 planner. We need a CRA director. Now let's stop all this doing
21 this and that, because all it's doing is costing the city.

22 Now we have a loan and we don't have any kind of a
23 developer to come in here and finish this project, that we have
24 all these beautiful pictures and half done.

25 We need to be about the business of hiring a CRA director

1 so that we can finish this project like it should be done; and
2 someone that really knows what they need to do to get it done.

3 CHAIR DAVIS: Are you suggesting we hire Scott, like you
4 just said?

5 MS. BROWN: No, Scott is a planner. I say you have an
6 interim already; leave him interim until you hire somebody,
7 until you hire a real CRA director, that's what I'm saying.

8 CHAIR DAVIS: We have to come to an agreement. We can't
9 just let it flow. You have to do something.

10 MS. BROWN: You can leave him interim until you hire a CRA
11 director.

12 CHAIR DAVIS: Right. Thank you. Mary Brabham.

13 MS. BROWN: She's gone.

14 CHAIR DAVIS: Mr. Walker, did you want to speak on this
15 item or was it public comment?

16 MR. WALKER: This item, Mr. Chair.

17 CHAIR DAVIS: Yes, sir.

18 MR. WALKER: I got to be in Ocala at 8:00. You all play
19 too much. And I stayed just for this comment though.

20 We've been doing this, we've been doing this a long time.
21 And I know when a director leaves, sometimes it be a year, it be
22 a long time. And I know we got to get on with the business at
23 hand. So why is this a rush that we put Scott into the interim?

24 And I'm all for it as long as it's interim.

25 I remember we put the lawyer, we hired the lawyer for the

1 interim and the next meeting we hired him full-time.

2 I just want us to have a CRA director. I want us to send
3 this out. At least send it out. So that we can find the best
4 person for the job.

5 And I'm looking at Scott for the first time, and he handled
6 hisself pretty well as far as I was concerned. But we need to
7 have a direction of where we're going to go with that project.
8 And I'm sure that Scott might want to go somewhere else. Don't
9 you all make Scott take this job now.

10 Let's send this out. Let's see if we can get someone that
11 really, really want to help us put this city back together so we
12 can get this thing done.

13 I had a few things written down, you know, because the lady
14 that stayed over there for two years at the interim, boom. We
15 see what happened over there.

16 Why is there such a rush to do this? Mr. Chair, I know I'm
17 going to talk to you about that.

18 And the interim pays 135,000, is that correct?

19 MR. HAYGOOD: Yes.

20 MR. WALKER: Okay. Is that an increase, Scott? Whole lot
21 of increase, huh?

22 Look, let's send this thing out. Let's get it done in the
23 next three months if we can get that done. So by the time --
24 unless you all are already planning on hiring Scott, then we
25 need to let the residents know what's going on. That's all I

1 want to know.

2 Thank you very much.

3 CHAIR DAVIS: Mr. Williams, did you want to speak on this
4 item?

5 MR. WILLIAMS: No, no. I am strictly on public comment.

6 CHAIR DAVIS: Okay. Thank you.

7 All right. Let's go back to --

8 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

9 CHAIR DAVIS: Commissioner Johnson.

10 COMMISSIONER DAVIS JOHNSON: So at the termination of
11 Mr. Brown, Mr. Evans was named interim. There was no
12 conversation as it related to salary or anything of that nature
13 at the time that he was named interim. So I am in full support
14 of putting the -- doing a national search; for which, if
15 Mr. Evans is interested, then certainly he can apply. But in
16 the interim of us doing that there has to be someone monitoring
17 the day-to-day operations of the marina, and so we need to
18 compensate him. I do believe that it is a \$50,000 decrease, I
19 believe, from what the previous CRA director was compensated.
20 But in the interim Mr. Evans is serving in that capacity and we
21 should certainly compensate him while he's doing that. And he
22 can carry us as we plan to do a national search for a CRA
23 director. Again, if Mr. Evans is so inclined and interested in
24 serving in that capacity, he is welcome to apply. But based on
25 the discussion that took place at the termination of Mr. Brown,

1 it was a unanimous vote -- well, no, it wasn't unanimous. It
2 was four to -- three to one?

3 VICE-CHAIR MILLER-ANDERSON: It passed.

4 COMMISSIONER DAVIS JOHNSON: It passed.

5 And so it may not be in the form of the full hard and fast
6 contract but we've got to put some measures in place so that
7 he's fully aware of what he is operating under, the assumptions,
8 as it relates to this board and the direction of this board.

9 CHAIR DAVIS: Any other questions or comments?

10 COMMISSIONER HUBBARD: I think that the contract is kind of
11 vague, as was pointed out by someone. The other people -- you
12 know, especially about what's expected, the duties of an
13 executive director.

14 And we -- you know, I'm embarrassed by some of the
15 contracts that we have to date. I think it needs to have a
16 little more teeth to it, a little more substance to it. I
17 really -- what I really think is, I don't think we should -- we
18 need to go into a contract right now. Especially one that
19 states if we -- that, you know, by February we need to make a
20 decision to hire or not to hire Mr. Evans. Surely I don't think
21 that we're going to take that long to make a decision, period.

22 But I don't think that, you know, a contract that is
23 brought to us should have, you know, those determining factors
24 already in place and us not having decided, one, whether we just
25 want to have an interim or acting director until we get our

1 hands around what's going on over there at that CRA. The
2 agreements, the five -- I'm sorry?

3 CHAIR DAVIS: No, it just threw me off when you said at
4 that CRA.

5 COMMISSIONER HUBBARD: At that CRA. At this CRA. I mean
6 it is, it's like a whole other something, animal, a whole other
7 animal that, you know, just -- that's just really, that's just
8 really crazy.

9 And I'm just kind of -- there's so much going on with all
10 these little entities that have been created. We don't have a
11 handle on any -- we don't really have a handle on what's going
12 on at the CRA. We have the LLC, the CDE, the CC -- and we --
13 and, you know, I don't think that we are, that we are ready yet
14 at a point where we should be going into contract.

15 What we need to be doing is trying to figure out what's
16 happening over there, where is the money, how much do we have,
17 how much is the City going to have to give them.

18 And the big question I didn't get to ask tonight was how
19 much money do the Utility District, if any, give to the CRA.
20 Did we get any funds from the Utility District?

21 MR. HAYGOOD: No. It's just the City and the County.

22 COMMISSIONER HUBBARD: The CRA?

23 MR. HAYGOOD: That funds the --

24 COMMISSIONER HUBBARD: The City and the County?

25 MR. HAYGOOD: Just for TIF, yes.

1 COMMISSIONER HUBBARD: Just for TIF.

2 So, again, you know, I think we need to get a handle on
3 what's going on before we, before we go into any contract.
4 Maybe, you know, I don't mind compensating Scott financially for
5 the, for the position, and increasing; but I'm just thinking,
6 you know, us going into contract, we need to figure out the mess
7 that we're in. And I believe we're in a bigger mess than we
8 see.

9 COMMISSIONER DAVIS JOHNSON: Mr. Chair.

10 CHAIR DAVIS: Yes, ma'am.

11 COMMISSIONER DAVIS JOHNSON: And I fully respect that
12 position. I just believe that while it may not necessarily be a
13 contractual document that we enter into, Mr. Evans has a need to
14 know what his compensation is. He has a need to know, as we
15 have a need to know, what direction we want to send him in and
16 how we want him to perform and what the expectations are.
17 Because he's going to -- until we can get our hands around and
18 wrap our brains around everything that is going on over there,
19 we've got to have someone who has some experience with it and
20 who's been in it that can help us navigate somewhat through
21 these waters that we find ourselves in. So while it may not be
22 necessarily the contract language that is laid out here, because
23 he presented it to us and we have an opportunity to go back and
24 say, well, this is what we would prefer to do, giving him some
25 indication as to what that compensation package would be like

1 and what the direct duties and responsibilities are as expected
2 by this board should be laid out for him in some form, of some
3 instrument of some form.

4 VICE-CHAIR MILLER-ANDERSON: Chair.

5 CHAIR DAVIS: Vice-Chair.

6 VICE-CHAIR MILLER-ANDERSON: I agree with what both of them
7 just stated. You know, maybe we can just -- Mr. Haygood can
8 take a look at this and we can give input as to what it is that
9 we would like to see in this.

10 As long -- for me the importance is to make sure that we're
11 paying him, because he is doing much more of a job than he
12 probably did in his previous position.

13 But in terms of like item number 3, the Board of
14 Commissioners will consider or discuss the permanent appointment
15 of employee to the position of executive director by February
16 2017, maybe that's something that we don't have to put in there,
17 we can -- you know, I mean but we do need to, as they've stated
18 before -- I don't want to repeat what they just said -- he needs
19 to know where he stands within his position and within the
20 agency, and what it is that we look for him to do. We have to
21 have some guide. I don't think it would be fair to just have
22 him doing the job and not giving him any understanding of what
23 we expect of him.

24 MR. HAYGOOD: We actually tried to minimize rather than
25 come in with an extended contract as we did with Mr. Brown. We

1 thought we would minimize; that's why we called it a letter
2 agreement. And it was only just to cover like basic things, his
3 compensation, his vacation time. And something that was
4 important to Scott was that, well, if you don't hire me as
5 permanent director I'll retain my job as the planning director.

6 VICE-CHAIR MILLER-ANDERSON: Right, right, right. Okay.
7 So that's something -- so we...

8 CHAIR DAVIS: Commissioner Pardo.

9 COMMISSIONER PARDO: I'm fine.

10 CHAIR DAVIS: What I'm going to say is at this time I'm
11 really interested in hearing Mr. Evans 100-day plan that he's
12 presented before us, and the discussion that he's going to show
13 us where he wants us to go, and get our direction about where we
14 want to go. So I'm really interested to see how he performs his
15 100-day plan. He's been here for quite some time now. He's
16 been here full-time, doing a lot of work even when Mr. Brown was
17 out of town before.

18 I think, you know, anyone else could have took the pressure
19 and jumped ship, but he stayed here. That's got to be
20 considered worth something.

21 And I'm definitely -- Mr. Evans, I look forward to seeing
22 what you're going to do, and your recommendations in your
23 100-day plan. And I'm definitely going to support this item.

24 COMMISSIONER HUBBARD: All right. We made -- somebody made
25 a motion?

1 COMMISSIONER DAVIS JOHNSON: Well, we made a motion to
2 discuss it. A motion to approve it.

3 CHAIR DAVIS: A motion to approve.

4 COMMISSIONER HUBBARD: Well, like I said, it was very --
5 the only -- as everybody stated, that it was kind of -- the
6 content, the letter of agreement itself was vague. He does need
7 clear direction and he does need to know about his compensation.
8 That document I don't think, you know, it's sufficient. And as
9 it said, we have to let him know, you know, by February. I
10 think that's a term or something that we need to decide for
11 ourselves. But I do agree that we need to immediately just
12 start the ball rolling as far as what are we going to do as far
13 as leadership for the CRA.

14 CHAIR DAVIS: So do we have a motion to approve this item?
15 Is that the motion that you made, Commissioner Pardo?

16 COMMISSIONER PARDO: My motion, right, so the motion was to
17 approve what was given to us. So it was to approve the
18 contract.

19 CHAIR DAVIS: Madam Clerk.
20 (Vote taken.)

21 THE CLERK: That motion failed, with Commissioner Hubbard
22 dissenting, Commissioner Davis Johnson dissenting, and
23 Vice-Chair Miller-Anderson dissenting.

24 COMMISSIONER DAVIS JOHNSON: Motion to review the direction
25 of this board for Mr. Evans, detailing his 100-day plan and

1 other matters associated with CRA business, and to establish his
2 salary.

3 COMMISSIONER PARDO: So moved. Second. I'm sorry.
4 Second.

5 COMMISSIONER DAVIS JOHNSON: Do you understand what I'm
6 saying?

7 All right. So what I -- we just discussed that we would
8 create an instrument that would, number one, speak to his
9 salary; it would talk about the direction that this board wants
10 to see the CRA go in; you will talk about your 100-day plan, as
11 the chairman just mentioned. So it's not a solidified contract
12 but it is an agreement for a salary and direction.

13 VICE-CHAIR MILLER-ANDERSON: Mr. Haygood.

14 MR. HAYGOOD: Yes, ma'am. I don't quite understand what
15 you mean by direction.

16 INTERIM EXECUTIVE DIRECTOR EVANS: I've heard several times
17 mentioned that particular sentence about the permanent
18 appointment being considered. I have no issue if you just want
19 to delete that. It's going to be on the board's time table what
20 you decide to do anyway. And this contract also says that at
21 any time you can cancel it. So I would feel very comfortable if
22 we deleted that particular sentence, and then we could move
23 forward with this document as it is.

24 CHAIR DAVIS: Anyone have any opposition to what our
25 executive director is asking now, to approve the item?

1 VICE-CHAIR MILLER-ANDERSON: Mr. Chair.

2 CHAIR DAVIS: Yes, Vice-Chair.

3 VICE-CHAIR MILLER-ANDERSON: I think the letter of
4 agreement as we said a few times is still sort of vague. So if
5 you're able to bring it back with a little more detail in it.

6 CHAIR DAVIS: This is a general contract.

7 VICE-CHAIR MILLER-ANDERSON: He just said that he only
8 brought forth -- he didn't bring Mr. Brown's contract, which was
9 more in detail. Right?

10 MR. HAYGOOD: Yes.

11 VICE-CHAIR MILLER-ANDERSON: Isn't that what you said?
12 This was more condensed and just straight to the point,
13 with the compensation and the holiday pay --

14 MR. HAYGOOD: Correct.

15 VICE-CHAIR MILLER-ANDERSON: -- and those things that were
16 important.

17 So what I'm asking is if we could bring something a little
18 more detailed, that has all the things that we're discussing.
19 Is that not what we want to do?

20 CHAIR DAVIS: That's what she stated.

21 VICE-CHAIR MILLER-ANDERSON: I know, but he -- I know
22 that's what you said. But he said something else as to why I
23 just restated that. And that wasn't a motion I made. I'm just
24 trying to get clarity.

25 CHAIR DAVIS: Let me ask a question.

1 MR. HAYGOOD: Yes, sir.

2 CHAIR DAVIS: What did you exclude out? So I can at least
3 know what was excluded.

4 MR. HAYGOOD: It was like what happens if he's terminated.
5 Which you all know.

6 CHAIR DAVIS: Which you all just said, already.

7 MR. HAYGOOD: Well, I know. So that was saying that he
8 could go back to his other position.

9 You have a right to cancel it. I guess striking that
10 provision.

11 And the language about devoting appropriate business hours
12 is to avoid -- because he's not a salaried employee, you all
13 expect him to put as much time in as necessary to get the job
14 completed, as you would as a principal. I mean you don't have
15 hours they expect you --

16 VICE-CHAIR MILLER-ANDERSON: They expect me to at least do
17 40. At least 40.

18 CHAIR DAVIS: He's been doing that.

19 VICE-CHAIR MILLER-ANDERSON: Full time.

20 MR. HAYGOOD: Well, in other words, you're supposed to do
21 whatever is necessary to get the job done. As a, I think you
22 call them an exempt person or as an executive --

23 VICE-CHAIR MILLER-ANDERSON: But it's still a full-time. I
24 mean --

25 MR. HAYGOOD: So you want me to put in at least 40 hours?

1 CHAIR DAVIS: Yeah.

2 VICE-CHAIR MILLER-ANDERSON: Yeah.

3 I mean what did it say before?

4 MR. HAYGOOD: It said the same thing. This is the language
5 that came from it.

6 VICE-CHAIR MILLER-ANDERSON: Oh, that is what it said.

7 MR. HAYGOOD: But -- no, but -- hold on. It went on to
8 say, Mr. Brown's contract went on to say he could have certain
9 days that he could work from home. This contract doesn't say
10 that. And I think that's the big issue.

11 VICE-CHAIR MILLER-ANDERSON: So how much more amendments do
12 you think, or modifications need to be made, looking at what we
13 have here for tonight versus what the previous director had?

14 MR. HAYGOOD: Well, to be honest with you, I thought this
15 contract really was a better contract for what you wanted for an
16 interim period. You know, it goes right to the point, here's
17 your salary, here's the amount of days -- I mean here's your
18 leave, here's what happens if you terminate. Real basic terms
19 that I think got to the point of it being simple and
20 straightforward.

21 CHAIR DAVIS: Are we asking for his responsibilities or
22 just -- are we? Anyone?

23 COMMISSIONER DAVIS JOHNSON: Was there ever a question --
24 I'm sorry, Mr. Chair. Was there ever a question about the scope
25 of work?

1 CHAIR DAVIS: Yeah, because I'm looking at the bylaws now
2 as far as what his responsibility is.

3 MR. HAYGOOD: You want to just copy that?

4 CHAIR DAVIS: Yeah, section six of the bylaws.

5 MR. HAYGOOD: All right.

6 VICE-CHAIR MILLER-ANDERSON: So does that covers
7 everything?

8 CHAIR DAVIS: Yeah, it covers everything.

9 VICE-CHAIR MILLER-ANDERSON: Ms. Davis Johnson, do you want
10 to amend your motion?

11 But you're still going to bring it back though, right,
12 Mr. Haygood?

13 MR. HAYGOOD: If that's the direction, yes, ma'am.

14 COMMISSIONER DAVIS JOHNSON: That covers it. It's good.

15 VICE-CHAIR MILLER-ANDERSON: So he's going to bring it back
16 and then we'll vote on it the next time?

17 CHAIR DAVIS: We can vote on it and then come back and sign
18 the agreement. Based upon the bylaws. No matter who comes in,
19 these bylaws have to be implemented.

20 MR. HAYGOOD: Yes.

21 CHAIR DAVIS: I mean it don't matter who you hire. These
22 bylaws are going to be on the agreement.

23 MR. HAYGOOD: You at least have to say as set forth in the
24 bylaws.

25 CHAIR DAVIS: I mean you're talking about as far as

1 responsibilities?

2 MR. HAYGOOD: Yes.

3 CHAIR DAVIS: That's all we're asking to do, is be
4 consistent with what's already in place.

5 COMMISSIONER HUBBARD: Well, if they're going to bring it
6 back then and they're going to put that in there then I think
7 that we should consider it. I don't think we should take a vote
8 on the item tonight and then tell them to bring it back. That's
9 kind of different.

10 CHAIR DAVIS: Well, what we're doing now, we're trying not
11 to do with the Harvey contract. Because we know what we're
12 trying to do, we know what the numbers are, we know what the
13 responsibility is. So what's the issue? It's going to get
14 voted on. You'll be supporting the bylaws. I mean there's
15 nothing that's different; it's a very simple contract. At any
16 given time the executive director can be relieved of his or her
17 duties; so there's nothing that binds you like this last
18 contract that we were stuck with. So this is a very easy
19 contract that keeps this above board.

20 COMMISSIONER DAVIS JOHNSON: So as the maker of the
21 motion -- there is a second, right? Or no?

22 VICE-CHAIR MILLER-ANDERSON: I think I did.

23 MR. HAYGOOD: I think there's a second.

24 COMMISSIONER DAVIS JOHNSON: As the maker of the motion --

25 CHAIR DAVIS: No, we didn't get a second.

1 COMMISSIONER DAVIS JOHNSON: Okay.

2 CHAIR DAVIS: Darlene said we didn't get a second.

3 COMMISSIONER DAVIS JOHNSON: Okay. There was no second.

4 VICE-CHAIR MILLER-ANDERSON: Not yet. We're trying to
5 figure it out. Okay. So what is it?

6 Where are we?

7 CHAIR DAVIS: I'm just waiting for -- there was no second
8 on the motion.

9 VICE-CHAIR MILLER-ANDERSON: Because we were trying to get
10 clarification on her motion.

11 COMMISSIONER DAVIS JOHNSON: So I will clarify it. Let's
12 bring back the contract with the revisions as we have outlined
13 them here, which indicates the bylaws, which further lays out
14 the scope of services to be performed under the contract, with
15 the removal of the language as suggested by Mr. Evans.

16 MR. HAYGOOD: Okay.

17 COMMISSIONER PARDO: Second.

18 CHAIR DAVIS: That was easy.

19 Madam Clerk.

20 (Vote taken.)

21 THE CLERK: Motion carries.

22 (Motion passed unanimously.)

23 CHAIR DAVIS: All right. So that's the end of the agenda.
24 Public comment now. Let's go to Mr. Willis Williams.

25 MR. WILLIAMS: Thank you. And I'm sure you won't be here

1 for about no three minutes.

2 One thing is I'm concerned about, Ms. Pardo, as well as the
3 rest of the board, I keep asking the same question is why are we
4 not pumping gas at the marina. Someone need to answer that
5 question.

6 The third -- the second thing is, we've got all of these
7 agencies that -- help me out here, Mrs. Anderson, if you can --
8 that oversight, that oversaw the marina. The three or four huts
9 that are down there now -- we talk about the O'Donnell Agency
10 and the other ones that's supposed to be overseeing those --
11 there is no power going to those huts. Those tenants that are
12 there cannot occupy those huts because there's no power there.
13 That's oversight. We talk about oversight. You didn't know
14 about that, huh? Go down there and check.

15 One thing about retirement, you have a lot of time to spend
16 doing nothing. Okay?

17 So these are problems that exist. And you don't know about
18 them. Mr. Scott, am I right, Mr. Evans?

19 INTERIM EXECUTIVE DIRECTOR EVANS: That's a problem.

20 MR. WILLIAMS: That's a problem. So you guys need to get
21 on the ball here. Thank you.

22 COMMISSIONER PARDO: Mr. Chair.

23 CHAIR DAVIS: Yes, ma'am.

24 COMMISSIONER PARDO: Okay. So I was told about a week or
25 so ago that gas is flowing again at the marina.

1 MR. WILLIAMS: You did?

2 COMMISSIONER PARDO: Yes.

3 MR. WILLIAMS: There are two big vessels down there. They
4 can't flow.

5 COMMISSIONER PARDO: I'm just -- I'm telling you, about a
6 week or so ago they said that we were pumping gas again at the
7 marina.

8 CHAIR DAVIS: So who's responsible for the fuel?

9 MR. HAYGOOD: City.

10 COMMISSIONER PARDO: City.

11 CHAIR DAVIS: City? Not the Seven Kings?

12 MR. HAYGOOD: Yes.

13 CHAIR DAVIS: Seven Kings?

14 MR. HAYGOOD: I'm sorry.

15 COMMISSIONER PARDO: Ultimately.

16 CHAIR DAVIS: So they're doing the fuel now?

17 MR. HAYGOOD: That's my understanding.

18 CHAIR DAVIS: Not the City.

19 COMMISSIONER HUBBARD: What about the electric? See,
20 that's why I have a problem every time we cut a check for Weitz.
21 And the build-out -- and I bet you if we go back and we look at
22 all those invoices, he billed us for an electrical contract.
23 But we don't have electric where the food trucks need to go.
24 Now we find we don't have electric in the huts. That -- see,
25 that's what bothers me, just signing and paying and cutting

1 checks, and signing checks and paying checks when we don't have
2 anybody double-checking behind. Especially Weitz Construction.

3 VICE-CHAIR MILLER-ANDERSON: Well, wasn't Gilbane supposed
4 to be --

5 INTERIM EXECUTIVE DIRECTOR EVANS: The -- Mr. Chair, if I
6 could?

7 CHAIR DAVIS: Yes, sir.

8 INTERIM EXECUTIVE DIRECTOR EVANS: The electric power at
9 the kiosks is on our punch list items and it will be required to
10 be completed before Weitz completes the project.

11 COMMISSIONER HUBBARD: And that will be with the floor and
12 the pump at the -- for the kids, all of that is going to be
13 before they leave? With that extra money.

14 INTERIM EXECUTIVE DIRECTOR EVANS: The floor is a new
15 project. Weitz wasn't -- on the Event Center, the second floor
16 completing, that wasn't a part of their original scope.

17 COMMISSIONER HUBBARD: So they were actually given the
18 scope to do half a floor?

19 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. Because we
20 expected a tenant to come in and do more of the improvements
21 themselves. But unfortunately we haven't --

22 COMMISSIONER PARDO: Like the restaurant downstairs.

23 COMMISSIONER HUBBARD: Yeah, like we have \$650,000 set
24 aside to help restaurants come in and build out, we need to take
25 our money out of there and finish our own floor, because we need

1 people to come to the restaurant and have money, they can do
2 their own build-out.

3 CHAIR DAVIS: Is that in the budget? Is that second floor
4 roof floor? That's in the budget.

5 COMMISSIONER HUBBARD: I know it's in the budget. I'm just
6 saying that's what -- we need to take it out of that \$650,000
7 that we were talking about assisting incoming restaurants with.

8 CHAIR DAVIS: Okay. Any other commissioner statements?
9 Anything else?

10 VICE-CHAIR MILLER-ANDERSON: What about the -- is the power
11 for the green market, are they still having problems out there
12 with the electrical?

13 INTERIM EXECUTIVE DIRECTOR EVANS: We have outlets all over
14 the marina.

15 VICE-CHAIR MILLER-ANDERSON: So they haven't had any
16 problems?

17 INTERIM EXECUTIVE DIRECTOR EVANS: No.

18 VICE-CHAIR MILLER-ANDERSON: Because it was blowing I think
19 when they would plug up; the voltage was too high.

20 I don't know. That was several months ago.

21 CHAIR DAVIS: What was that, again?

22 VICE-CHAIR MILLER-ANDERSON: With the green markets, many
23 of the people that were renting space out there were having
24 trouble hooking up all of their equipment for them to fix
25 whatever it was that they were doing. And so the voltage was

1 too high so it kept tripping.

2 INTERIM EXECUTIVE DIRECTOR EVANS: I'll have to look into
3 that then.

4 MR. McLEOD: Scott, if I may. There were some circuit
5 breakers that were tripping. And that has been resolved.

6 CHAIR DAVIS: Okay. I'll save my questions and comments
7 for another meeting.

8 MS. LARSON: Mr. Davis, I have a public comment.

9 CHAIR DAVIS: Okay. Ms. Larson.

10 MS. LARSON: Bonnie Larson.

11 We have to get that card issue straightened out one day.

12 I'm glad you got the thing with Scott resolved. Now the
13 only thing was, he does need to be paid more because he's going
14 to be doing now the -- in the interim or if he becomes the
15 regular, he's going to be doing more now in this interim period
16 than he was before. So he was making one thirty-two six. The
17 director, previous director was making one eighty-three three.
18 So he needs to make more money now, I would think.

19 And then my other question would be: He's a planner. Last
20 time we hired a banker. Where did that get us, with the CRA?
21 So at least he's in the right field. So we need to get that
22 straightened out.

23 And the language about he has to do the normal activities,
24 like I said, that's what got us in trouble before; and the
25 sufficient hours, that's what we had a problem with. That's why

1 I'm saying that needs to be more specific. Whomever you hire.
2 And even in this thing.

3 We talked about a couple months ago maybe the rental
4 agreements conditions for the Event Center. They were presented
5 and the board agreed that they should be reviewed. I haven't
6 seen that review yet.

7 There was in there, one of the things I commented on was
8 there was only a need for one policeman when they had an event
9 there. And a few years ago we had a big event, very unfortunate
10 event, because there was only one policeman there. That needs
11 to be adjusted for sure, because one policeman, he needs to take
12 a little break, you know, and things can happen. So whoever is
13 renting the Event Center needs to have more than one. And that
14 was one of the things that needs to change with the Event Center
15 rules and regulations.

16 I'm wondering about the Clean and Safe men. They were by
17 our area the other day. And let me tell you, it was 3:30 and
18 those guys were doing landscaping work, and I have never seen
19 anybody so hot in my life; and they were so polite, and they
20 just kept working. It must have been a hundred degrees out
21 there. Now, I wonder if we should consider hiring a landscape
22 company to take care of some of the properties that we have
23 versus having the Clean and Safe guys do it. Because
24 landscaping guys have proper equipment, they have big equipment;
25 whereas the CRA guys, the Clean and Safe, they do have a lot of

1 equipment but, you know, we have them shaking hands one day and
2 being ambassadors, and the next minute we got them out there on
3 the street in 100 degree weather trying to use a weed-whacker.

4 The food trucks. What income do we get from that? And who
5 to going to be doing the cleanup after that?

6 I don't know if you read in the paper but Boynton Beach
7 outlawed the use of Styrofoam at the beaches. Something we
8 might want to think about also, as far as food trucks. It's
9 going to be a big mess down there when they come in to do that.

10 Community garden. We're talking about benches there. When
11 is the lease up on that property? Because that's not our
12 property. We don't own that property. We're only leasing that.
13 And the original lease I remember was for five years. So when
14 is that up?

15 And someone please remind Ms. Jones tomorrow to put that
16 water report on the web tomorrow so we can read it, because
17 you're -- please remind her. Thank you.

18 CHAIR DAVIS: Thank you, Ms. Larson.

19 Do we have a motion to adjourn this meeting?

20 VICE-CHAIR MILLER-ANDERSON: So moved.

21 (Proceedings ended at 11:55 p.m.)

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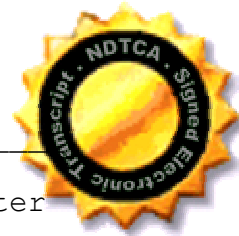
C E R T I F I C A T E

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 30th day of September, 2016.


CLAUDIA PRICE WITTERS
Registered Professional Reporter



ADJOURNMENT

The CRA Regular Meeting was adjourned at 11:55 P.M. The minutes were approved
by the Board of Commissioners on _____.

Terence Davis, Chairperson

Interim Executive Director Scott Evans

/cw
Florida Court Reporting