



Florida's Dynamic
Waterfront Community

AGENDA

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

Riviera Beach Marina Event Center-190 E 13th Street, Riviera Beach, FL,

REGULAR MEETING

September 27, 2017

6:00 PM

NOTICE

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS SHALL CONTACT THE OFFICE OF THE CITY MANAGER AT 561-845-4010 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD) OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS AND DELETIONS

DISCLOSURE BY COMMISSION AND STAFF

ADOPTION OF THE AGENDA

CONSENT AGENDA SPEAKERS

CONSENT AGENDA

ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM; PLEASE FILL OUT A BLUE PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE STAFF PRIOR TO THE BEGINNING OF THE MEETING. MEMBERS OF THE PUBLIC SHALL BE GIVEN A TOTAL OF THREE (3) MINUTES FOR ALL ITEMS LISTED ON THE CONSENT AGENDA. MEMBERS OF THE PUBLIC WILL BE GIVEN THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. IN NO EVENT WILL ANYONE BE ALLOWED TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM

CONSIDERED.

1. REQUEST FOR THE APPROVAL OF MINUTES -
AUGUST 9, 2017 REGULAR BOARD MEETING
2. REQUEST FOR THE APPROVAL OF MINUTES -
AUGUST 28, 2017 BUDGET WORKSHOP
3. REQUEST FOR THE APPROVAL OF MINUTES -
AUGUST 31, 2017 CRA BUDGET WORKSHOP
4. APPROVAL OF MONTHLY VENDOR INVOICES

END OF CONSENT

REGULAR BUSINESS

5. A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY (THE AGENCY)
APPROVING THE PROFESSIONAL SERVICE
AGREEMENT WITH FLORIDA FISHING ACADEMY FOR
THE COMMUNITY BOATING PROGRAM; PROVIDING
AN EFFECTIVE DATE.
6. A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY (THE "AGENCY")
AUTHORIZING THE EXECUTION OF A REAL ESTATE
EXCHANGE AGREEMENT BY AND BETWEEN THE
AGENCY AND GERALD PROPERTIES, LLC AND
COURTNEY ELIZABETH PROPERTIES
(COLLECTIVELY "VIKING
PROPERTIES") SPECIFICALLY DESIGNATED IN
EXHIBIT "A" AND "B" TO THE REAL ESTATE
EXCHANGE AGREEMENT FOR THE CONSIDERATION
OF EQUAL VALUE OF THE PROPERTIES AND OTHER
CONSIDERATIONS; FINDING THAT THE SALES PRICE
AND OTHER CONSIDERATION REPRESENT FAIR
VALUE; DIRECTING AND AUTHORIZING THE
CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE
SUCH ACTIONS AS SHALL BE NECESSARY AND
CONSISTENT TO CARRY OUT THE INTENT AND
DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE
DATE.
7. A RESOLUTION OF THE BOARD OF COMMISSIONERS Changed
OF THE RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY AUTHORIZING THE
EXECUTION OF THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH, THE CITY
OF RIVIERA BEACH UTILITY SPECIAL DISTRICT AND
THE AGENCY TERMINATING THOSE CERTAIN
INTERLOCAL AGREEMENTS WHICH PROVIDED FOR
THE CITY AND UTILITY DISTRICT TO PROVIDE

FUNDING FOR THE DEVELOPMENT OF THE CITY OF RIVIERA BEACH MARINA UPLANDS; PROVIDING AN EFFECTIVE DATE

8. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-18, ATTACHED HERETO AND INCORPORATED AS EXHIBIT "A"; AUTHORIZING ITS TRANSMITTAL TO THE CITY OF RIVIERA BEACH FOR CERTIFICATION IN ACCORDANCE WITH THE LAW; PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.
9. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FIRST MODIFICATION TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CONSTANT COMPUTING, LLC AND THE AGENCY TO EXERCISE AN OPTION TO EXTEND THE TERM OF THE AGREEMENT BY ONE, TWO YEAR PERIOD; PROVIDING AN EFFECTIVE DATE
10. PRESENTATION ITEM: MARINA VILLAGE EVENTS PROGRAM
11. DISCUSSION ITEM: UPDATE ON TONY'S SUBS - BLUE LAGOON PLAZA REDEVELOPMENT PROJECT

ITEMS TABLED

RECEIPT OF PUBLIC COMMENTS

(Non Agenda or Consent Item Speakers; Three Minute Limitation) Please be reminded that the CRA Board of Commissioners has adopted a set of "Rules of Decorum Governing Public Conduct during Official Meetings", which has been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the Commission Chair may have any disruptive speaker removed from the podium, from the meeting and /or the building, if necessary. Please govern yourselves accordingly.

REPORT OF THE EXECUTIVE DIRECTOR

REPORT OF THE GENERAL COUNSEL

DISCUSSION OF THE BOARD

ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the

testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: REQUEST FOR THE APPROVAL OF MINUTES-AUGUST 9, 2017 REGULAR BOARD MEETING

Recommendation/Motion: APPROVAL

Originating Dept	OPERATIONS MANAGER & PIO OFFICER	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
8-9-17_CRA_board_meeting_with_signature_page_for_chair.pdf	8-9-17 CRA REGULAR BOARD MEETING MINUTES	9/5/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/6/2017 - 3:26 PM
CRA Internal Review	Evans, Scott	Approved	9/6/2017 - 3:27 PM

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Riviera Beach Community Redevelopment Agency Meeting

City of Riviera Beach Council Chambers

2nd Floor, Municipal Complex

600 West Blue Heron Boulevard

Riviera Beach, Florida

Wednesday, August 9, 2017

6:06 p.m. to 10:03 p.m.

APPEARANCES:

Chair KaShamba Miller-Anderson

Vice-Chair Tonya Davis Johnson

Commissioner Terence Davis

Commissioner Lynne Hubbard

Commissioner Dawn Pardo

Mayor Thomas Masters

Attorney Michael Haygood

Interim Executive Director Scott Evans

Operations Manager & Public Information Officer Darlene Hatcher

1 CHAIR MILLER-ANDERSON: We're going to go ahead and get
2 started. I want to call to order the Riviera Beach CRA meeting
3 for August 9th, 2017, at 6:00 p.m.

4 Madam, roll call.

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

11 CHAIR MILLER-ANDERSON: Okay. We're going to have a moment
12 of silence followed by the pledge of allegiance by Councilwoman
13 Davis Johnson.

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

15 CHAIR MILLER-ANDERSON: Okay. We're going to call for a
16 recess for approximately -- until about 7:30, give or take, to
17 do our closed executive session. And we'll reconvene our CRA
18 meeting upon the conclusion of the closed executive session.

19 Can I have a motion to take a recess?

20 COMMISSIONER DAVIS: So moved.

21 VICE-CHAIR DAVIS JOHNSON: Second.

22 (Vote taken.)

23 THE CLERK: Motion carries.

24 (Motion passed unanimously.)

25 (Proceedings recessed at 6:08 p.m.)

1 (The proceedings reconvened at 7:57 p.m.)

2 CHAIR MILLER-ANDERSON: We're going to reconvene in our
3 CRA, Riviera Beach CRA meeting this evening.

4 INTERIM EXECUTIVE DIRECTOR EVANS: Additions and deletions.

5 CHAIR MILLER-ANDERSON: Yes. Thank you for reading that
6 for me. Are there any additions and deletions?

7 INTERIM EXECUTIVE DIRECTOR EVANS: No.

8 CHAIR MILLER-ANDERSON: Any disclosures by council?
9 And motion to adopt the agenda?

10 COMMISSIONER PARDO: So moved.

11 VICE-CHAIR DAVIS JOHNSON: Second.

12 CHAIR MILLER-ANDERSON: Okay. Ready?

13 (Vote taken.)

14 THE CLERK: Motion carries.

15 (Motion passes unanimously.)

16 CHAIR MILLER-ANDERSON: Comments from the public on the
17 consent agenda.

18 All matters listed under this item are considered to be
19 routine and actions will be taken by one motion. There will be
20 no separate discussion of these items unless a councilperson so
21 requests, in which event the item will be removed from the
22 general order of business and considered in its normal sequence
23 on the agenda.

24 Do we have anyone that would like to pull an item?

25 Councilwoman Hubbard is back on the dais.

1 So item number 3, you want to pull number 3? That's your
2 monthly vendor invoices. You said -- which one are you talking
3 about? Langton? Are you talking about the invoices?

4 COMMISSIONER HUBBARD: The Langton.

5 CHAIR MILLER-ANDERSON: Okay. So the invoice one or what?

6 COMMISSIONER HUBBARD: I want to pull the invoice.

7 CHAIR MILLER-ANDERSON: So we'll pull item number 3.

8 Anyone else?

9 Do we have a public comment card?

10 THE CLERK: Yes, Madam Chair, we have one public comment
11 card on item number 3. Bonnie Larson.

12 MS. LARSON: Good evening. Bonnie Larson.

13 You know we always have the invoices on the consent agenda.
14 So what happens is we talk about the invoices, we just mention
15 them, and then we consent, we say yes to them. But we really
16 need to look at those invoices because when the council in
17 previous years had been called up to Tallahassee, one of the
18 things the state complained about was that we have bills which
19 are cryptic, you can't really tell what the bill is for.

20 So I started looking over some of the bills for tonight.
21 And Torcivia, the attorney, Torcivia -- for whom Pam Ryan went
22 to work -- on all his billings I could not have one clue what he
23 was talking about, what he was billing for; it was very, very
24 cryptic. Talked with Scott. Didn't say about what. Talked
25 about an employee. Didn't say what employee or what was going

1 on. Seems like somebody is suing the CRA. What do we know
2 about that? There was not one item on his bill that I could
3 understand what it was.

4 And if you get called to Tallahassee like the other council
5 did, you guys are the ones who are going to be questioned what
6 is this and why did you approve it.

7 Scott's kind of on overload over there by himself. He's
8 the only man standing. But -- and he doesn't have time to
9 personally look over. But we need to look them over because
10 this is going to be a problem. It's been a problem in the past
11 and it's going to be a problem again.

12 There is an employee issue. It doesn't say who, what, it
13 doesn't say the status.

14 And Constant Computing, we pay them \$4,000 every month.
15 Does the City even pay that for their computing things? It just
16 seems like it's a constant -- it is Constant, Constant Computing
17 is the name. \$4,000 every single month.

18 We have a grant writer, Langton & Associates, he's paid an
19 automatic \$5,000 a month. Why don't we have one grant writer
20 for the City and the CRA together? That would just make sense.
21 We're paying this guy 5,000, which is what we used to pay
22 Pittman, our lobbyist, every month.

23 And he's also trying to get a grant from the BB&T. I'm
24 wondering if that's a conflict of interest. We have borrowed
25 money from the BB&T. So why is he trying to get a grant from

1 the -- he hasn't gotten it yet. But he put that down as one of
2 the things he's working on.

3 Florida Fishing Academy. There are two divisions of that.
4 One is a for profit and one is a not for profit. So when we
5 write the checks to Florida Fishing Academy we need to write it
6 to the proper account. The way it's written right now, it is
7 just simply Florida Fishing Academy; it could be deposited into
8 either the profit or the nonprofit division. So we need to have
9 clarification on that. There's another word after that; it's
10 LLT or something after it. But we need to make sure that we
11 write it to the nonprofit.

12 And we're still having a lot more nonresidents than
13 residents participating in that. And we're paying the bill
14 every month, \$2,500. So I'm wondering also how do we advertise
15 that Florida Fishing Academy for the kids to go. Because like I
16 said, outsiders are using it more so than city residents.

17 But the bills, we really need to look at every month.
18 Thank you.

19 COMMISSIONER PARDO: Madam Chair.

20 CHAIR MILLER-ANDERSON: Mmhmm.

21 COMMISSIONER PARDO: Okay. So I'd like to go on record,
22 first of all --

23 CHAIR MILLER-ANDERSON: Hold on. We're going to -- you
24 want to accept the consent agenda and then we'll pull -- we have
25 3 being pulled. It's already been pulled. But can we accept

1 the consent agenda and then do that? Do we have a motion to
2 accept the consent agenda with item number 3 pulled?

3 VICE-CHAIR DAVIS JOHNSON: So moved.

4 COMMISSIONER HUBBARD: Second.

5 CHAIR MILLER-ANDERSON: Okay.

6 (Vote taken.)

7 THE CLERK: Motion carries.

8 (Motion passed unanimously.)

9 CHAIR MILLER-ANDERSON: Item number 3 is the approval of
10 the monthly vendor invoices. Ms. Hubbard is the one that pulled
11 it so we'll go to her and then we'll go down to Ms. Pardo.

12 COMMISSIONER HUBBARD: Okay. The -- I'm going to start
13 with the, with the Lang -- with the Langton grant writing. I
14 looked at the items that they applied for, the items that are
15 pending, and the items that they actually got on our behalf. We
16 are -- they are writing for the City I understand and the CRA
17 now. What I wanted to confirm is what is it that they have
18 written exactly on the City's behalf? Or has it still been just
19 on the CRA's behalf? Ms. Jenkins.

20 MS. JENKINS: Annetta Jenkins, Director of Neighborhood
21 Services.

22 Over the last few months -- and we'll talk more about it
23 when the item comes up -- Langton & Associates has looked for
24 opportunities throughout the city to assist. There was a grant
25 for our transit oriented development corridor that was submitted

1 through the MPO. Unfortunately in the ranking we didn't rank in
2 the money. And that was a joint application between the City
3 and the CRA. And there have been several for that particular
4 project that have been joint applications.

5 Most recently Langton has submitted something called an
6 RSVP for the Bloomberg Challenge for the City. That was
7 submitted about a week or so ago.

8 COMMISSIONER HUBBARD: Okay. As a representative on the
9 MPO I did not know nor was I informed that the -- we were
10 submitting a grant. I didn't.

11 MS. JENKINS: That -- it was -- the \$150,000 grant that was
12 submitted that was not ultimately funded was a joint application
13 with the CRA and the City. And we actually brought it before
14 this commission to get support from the CRA for that grant. I
15 don't think you saw it on the City's side. But we did present
16 it on the CRA's side.

17 COMMISSIONER HUBBARD: Okay. I just would again, I still
18 contend I would have liked to have known, you know, being a
19 representative on the M -- on the MPO side, you know.

20 So moving on to my other questions. What -- in looking
21 over -- Mrs. Bonnie Larson brought this up about the Fishing
22 Academy as well. If the Fishing -- is the only way that we can
23 break down the numbers of participants is by one flat fee? Or
24 can we just contribute based on our children that participate
25 with the Fishing Academy?

1 INTERIM EXECUTIVE DIRECTOR EVANS: Our dollars have been
2 restricted to supporting Riviera Beach residents. He runs a
3 broad program. He gets a variety of funding sources. But I
4 believe it was -- definitely going back one year, or possibly
5 even two years, that we restricted all money we provide to only
6 support the portion of students that are from Riviera Beach.

7 COMMISSIONER HUBBARD: Okay. So we were able to break that
8 down, Scott?

9 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

10 COMMISSIONER HUBBARD: And I see we have a robust legal
11 invoice. And on it I noticed the finalization of the exchange
12 agreement. Which exchange agreement are we referring to?

13 INTERIM EXECUTIVE DIRECTOR EVANS: On tonight's agenda is a
14 discussion item of a property exchange agreement that is
15 proposed between the CRA and Viking Developers. So we've been
16 talking to them about -- this was proposed -- it was actually
17 approved by this Board, a similar agreement, in 2014. And then
18 neither party proceeded with it. And we'd like to bring that
19 back now to try and create contiguous parcels in the Marina
20 Village so that we are better prepared for development.

21 COMMISSIONER HUBBARD: Okay. So again -- but yet this
22 contends that we're at a finalized exchange agreement.

23 INTERIM EXECUTIVE DIRECTOR EVANS: Well, tonight -- yes,
24 well, we have discussed it with Viking. And tonight we've only
25 presented it as a discussion item. We have do have a draft

1 agreement so if the Board does decide to direct us to bring it
2 back for approval at a future date, then we have been working
3 out the details to how that transaction would work.

4 COMMISSIONER HUBBARD: Okay. So this is from the month of
5 July that we have been working on this exchange agreement.

6 I guess a lot of the problems is that -- the need probably
7 for intra-meetings with the CRA as opposed to when we just get
8 up here, because a lot of the things that you might be preparing
9 for, we might not -- it's such a gap between the time when, you
10 know, the next time we see you and what took place, or a meeting
11 was canceled, as to what is actually trying to be put before us.

12 So basically you're just -- the finalization and the
13 exchange is merely a presentation for tonight?

14 INTERIM EXECUTIVE DIRECTOR EVANS: Well, yes, we've been
15 working on an agreement. So that what we brought you tonight
16 would potentially -- if you did want to move forward with it
17 that we would -- it would be something that we've explored and
18 that's feasible.

19 COMMISSIONER HUBBARD: Okay. Okay. Thank you. Those are
20 my questions, Madam Chair.

21 CHAIR MILLER-ANDERSON: Ms. Pardo.

22 COMMISSIONER PARDO: Thank you.

23 So I want everyone to be clear that contrary to what
24 Ms. Larson said, staff goes through all of the invoices and
25 signs off on them prior to the invoices coming to the City

1 Council.

2 The other thing I would like to make known is I go through
3 all of the invoices, and if I have a question I call Mr. Evans
4 and go through the invoice with him. I don't want anyone to
5 think that these invoices are just coming to council, no one is
6 looking at them, and council is approving them. So we need to
7 just get that on the record. I think we're all doing our
8 homework up here, including staff.

9 Thank you, Madam Chair.

10 CHAIR MILLER-ANDERSON: Anyone else?

11 Well, I mean, to that point, I think in regards to just
12 making it a little more evident for the public, is there a
13 reason why we're not being a little more specific in the
14 invoice? I know I remember talking about it for Mr. Haygood's
15 invoices. And I was being sent the additional documentation
16 kind of supporting it. But in terms of the public being aware,
17 what is -- what -- is there a limit on what they as the public
18 are allowed to see versus, you know...

19 MR. HAYGOOD: They can see the full invoice. Typically as
20 you and I have discussed there's a reason, there's
21 attorney-client privilege involved here. So some of the -- you
22 know, we want to give you an idea, like we had a discussion with
23 Scott. But to get into a lot of details, I don't think you want
24 that. I mean you are negotiating or you're giving all your
25 legal reasoning of what's going on in the office to not just the

1 general public but potentially someone who's adversarial to you.

2 CHAIR MILLER-ANDERSON: What was she referring to about
3 the --

4 MR. HAYGOOD: The only thing I know is she was -- the
5 specific question relating to a legal bill was the invoice
6 concerning an employee who was terminated and we were going
7 through the process of retaining counsel, we were going through
8 the process of viewing to see if in fact we thought the
9 termination to be substantiated. And basically that's what's it
10 was about.

11 CHAIR MILLER-ANDERSON: No. You're talking about this
12 invoice here?

13 MR. HAYGOOD: That's what I thought she was mentioning.

14 CHAIR MILLER-ANDERSON: No, she mentioned something
15 about --

16 COMMISSIONER DAVIS: That's what she was talking about.

17 CHAIR MILLER-ANDERSON: No, no. When she said about the
18 council having to go before Tallahassee.

19 MR. HAYGOOD: Oh, oh, oh. No, I don't think that had -- I
20 was actively involved towards the tail end of that. And I think
21 what they were saying was there were bills being paid that
22 wasn't even approved by the Board. That the
23 administration just --

24 COMMISSIONER PARDO: The million dollar check.

25 MR. HAYGOOD: Right. That was a big one. But there were

1 other checks that were being written by the administrators that
2 wasn't being approved -- were not coming before the full Board.

3 CHAIR MILLER-ANDERSON: So it was not because of the
4 invoice being --

5 MR. HAYGOOD: The specifics of the invoice, no.

6 COMMISSIONER PARDO: That was like 15 years ago.

7 CHAIR MILLER-ANDERSON: Anyone else?

8 Alright.

9 (Vote taken.)

10 THE CLERK: Motion carries.

11 (Motion passed unanimously.)

12 CHAIR MILLER-ANDERSON: That's the end of consent.

13 Regular business. Number 4.

14 THE CLERK: A resolution of the Board of Commissioners of
15 the Riviera Beach Community Redevelopment Agency approving the
16 revisions to the Riviera Beach Event Center pricing structure,
17 providing an effective date.

18 VICE-CHAIR DAVIS JOHNSON: So moved.

19 CHAIR MILLER-ANDERSON: Do I have a second?

20 COMMISSIONER HUBBARD: Second.

21 INTERIM EXECUTIVE DIRECTOR EVANS: At the July CRA meeting
22 the Board requested that we bring back a proposed potential fee
23 increase for the nonresident rate that we charge at the Event
24 Center.

25 Additionally we've provided a summary for the current

1 year's operating revenues and operating expenditures, and
2 information on comparable rates for other facilities that we've
3 looked at. And details of rentals for the current year.

4 Annetta Jenkins will present this agenda item.

5 MS. JENKINS: Good evening, Commissioners. Annetta
6 Jenkins, Director of Neighborhood Services.

7 And as a follow up to your comments and discussion at the
8 last meeting we -- we're bringing back this item. Over the last
9 year of continuous operation we've had an opportunity with
10 various events and meetings and concerts, so we have some
11 feedback on the marketability of the Event Center.

12 This chart that we included in your packet and is
13 illustrated here is meant to demonstrate based on your comments
14 what a proposed new pricing structure might look like. So we
15 took the various components of the Event Center. We looked at
16 the current rental fee. We applied what is the 30 percent
17 discount for local nonprofits and local residents so you can see
18 the illustrated fee there. And we then applied the 20 percent
19 increase on the regular rental rate and what the resident rate
20 would be for 2017-'18.

21 And I have to apologize because I'm looking at one of the
22 numbers at the top and I know that the 30 percent discount is
23 incorrect. So let me grab my notes.

24 Just to read across, for Newcomb Hall the current rental
25 rate is \$238; with the 30 percent discount, that should be \$166.

1 With a 20 percent increase on the current base rate, it would
2 then result in a fee of \$286. And the resident rate, which we
3 were asked to keep it the same, would be \$166. And I believe
4 the rest of the numbers should be correct.

5 So you could see what the difference would be with an
6 increase just on nonresidents; and then if you want to
7 extrapolate the nonresident nonprofits, nonlocal nonprofits
8 would get a discount of the 20 percent on the increased rate.
9 But we didn't illustrate that there.

10 So I don't know if you have any questions at that point.

11 CHAIR MILLER-ANDERSON: I'm sorry. Repeat that, please.

12 MS. JENKINS: Okay. The first column gives you our current
13 rental rate. That's the base rate. And for Newcomb Hall
14 ballroom for instance on the weekend that's \$238 per hour. The
15 30 percent discount for residents would result in a rate of
16 \$166. If we were to increase the current base rate by 20
17 percent for the new year the increased rental rate for a
18 nonresident would be \$286. The rate for a Riviera Beach
19 resident for next year would remain the same. So the resident
20 rate would be \$166.

21 And if I go to the next line for Riviera I and II you could
22 see the effect on the increase, and keeping the rate for
23 residents the same.

24 Okay. The next chart was one that you've seen before that
25 compares the weekday rate and weekend rate at various centers.

1 And in doing the research to bring this information back to you,
2 we also looked at some of those same centers and what their
3 policy was now to see if it was appreciably different or to make
4 sure that we would remain marketable.

5 And this third chart just gives you a little synopsis of
6 our history or our performance over the last year, where we've
7 had 140 paid events -- and you could see that two-thirds of them
8 have been events with Riviera Beach residents, 99 events.
9 Nonresidents have held 24 events. Nonprofits in the city, 7
10 events. Nonprofits outside of the city, 10 events. And we have
11 an estimated -- and this is a low number -- 11,400 attendees.
12 Some of the applications did not estimate the number of
13 attendees. And our net revenues were \$115,000. That's after
14 all discounts have been applied.

15 COMMISSIONER PARDO: Madam Chair.

16 CHAIR MILLER-ANDERSON: Go ahead.

17 COMMISSIONER PARDO: Okay. So, Mr. Evans, you made mention
18 at the last meeting that we were still subsidizing the Event
19 Center. So if net revenues were 115,000, what's going on
20 with -- how much is it costing us to run that Event Center?

21 Like I said, last meeting, you know, you want to give the
22 residents a discount, I have no problem with that. But I don't
23 want to subsidize outside businesses, outside residents, you
24 know. So what do you have to say?

25 INTERIM EXECUTIVE DIRECTOR EVANS: We're -- we're

1 currently -- in order for the Event Center to eventually break
2 even we would need to rent out the other spaces, the commercial
3 spaces that are currently vacant. And additionally, although we
4 have rented the one space to Rafiki Tiki, their rent doesn't
5 start -- they don't start paying rent until 2018. So right now
6 we're not collecting any. And that's a major revenue source
7 that's missing.

8 So for this current year the operating expense is about, a
9 little over 400,000. We're projecting for next year that would
10 fall to about 365,000. And then each year as we bring on
11 additional commercial tenants and increase the rates potentially
12 which we're recommending we look at in the future, that would be
13 the only way that we could get to break even point.

14 But, again, it is run -- two-thirds of the rentals are to
15 our residents. So until we consider increasing the resident
16 rate that's the major source of revenue right now.

17 COMMISSIONER PARDO: Okay. So my problem is, you know, now
18 you're talking about next year, the year after, the year after
19 that, the expenses are going to increase because your
20 maintenance now of the building is going to increase. Right now
21 it's a brand new building. Yet we -- there's still some flaws
22 that we're dealing with. But you're still going to have those
23 expenses. And if anything your expenses are going to increase.

24 I still feel that there is a need to raise the rates for
25 the businesses and the outside people. It's still -- if you

1 look at your chart, we could still be competitive by raising the
2 rates. And you can leave the residents, you know, the Riviera
3 Beach residents where they are, but I think we need to do
4 something. We shouldn't be subsidizing it.

5 COMMISSIONER HUBBARD: Madam Chair.

6 CHAIR MILLER-ANDERSON: Are you finished, Ms. Pardo?

7 COMMISSIONER PARDO: Yeah, you know, unless Scott has
8 anything to say.

9 INTERIM EXECUTIVE DIRECTOR EVANS: No, I agree. We are
10 proposing a 20 percent increase. And we're also proposing that
11 after the next six months we'd like to propose bringing back a
12 small increase to the resident rate also. But tonight we're
13 just proposing 20 percent.

14 COMMISSIONER PARDO: And you know what, the other thing I
15 think we all need to remember, we have the ambassadors who we
16 originally, right, we hired them to walk the streets and
17 provide, you know, security. We have them in there doing all
18 kinds of work for us. They're doing -- they're cleaning the
19 bathrooms, doing all kinds of maintenance. Are you including
20 that cost in your --

21 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, those costs are
22 included.

23 COMMISSIONER PARDO: So, you know, I really think that we
24 need to look at raising the rates.

25 CHAIR MILLER-ANDERSON: Ms. Hubbard.

1 COMMISSIONER HUBBARD: The rate increase that was proposed
2 is not something that's astronomical and that it's very high.

3 But based on the chart that was just up there, it shows 24
4 outside, ninety -- 99 residents. So for you to increase the
5 rate of the outsiders, surely it doesn't state that you want
6 outside people to come and rent your facility. You want that
7 number to decrease, you make less money, because surely you
8 aren't going to make a whole lot of money by increasing on the
9 residents' sides. You can't burden the residents. But you want
10 to block out the fact that you want nonresidents to come and
11 rent your facility. So the math just doesn't add up for me, and
12 the strategy and the thinking behind it.

13 So if I've got something that I want to sell and I want to
14 make it more attractive, and I notice the people that I'm trying
15 to get to come to rent my facility are not coming, I'm not going
16 to burden them more; I'm going to see what I can do to increase,
17 to bring that 24 up to 48. I'm not saying lower the price, mind
18 you. But I'm saying just by the mere fact that you think that
19 that bottom line is going to change because you increased the
20 cost to nonresidents, that's not going to happen.

21 Second thing that's not going to happen is I don't think
22 that we need to increase the cost for the residents. There are
23 very few things that the City of Riviera Beach offers residents
24 for their ad valorem taxes. Most people who move into
25 communities and buy homes and things, they buy them for certain

1 things, the schools, the parks, the amenities that are there.
2 We have a little bit to none to offer the residents in the city.
3 And I think the residents, they are patronizing the facility,
4 they're using the facility, they are going. But we can't put
5 that burden on the back of the residents.

6 Who was supposed to pay for that building? That was
7 supposed to be the restaurants that was around there where we
8 make the money. But yet -- no disrespect to Rafiki Tiki, but
9 that was the most horrible deal that anybody have put ink to
10 paper for the benefit of us. But because we allowed staff to
11 negotiate such a pitiful contract, now we're talking about the
12 need.

13 We put our -- you know, we put ourselves in this position.
14 So we can't continue -- with all due respect, we can't continue
15 to have the residents bail us out of the shiftless negotiations
16 that we make. And we know we make them for certain reasons.

17 The second, third, fourth or fifth thing --

18 CHAIR DAVIS: Third.

19 COMMISSIONER HUBBARD: Okay. Thanks for keeping a count.
20 Is that the building, the building already have -- the building
21 has horrible problems to the building but yet we forced and
22 pushed and forced our way to pay Weitz for -- without the punch
23 item, without all the things being done.

24 So, again, I don't think that the second thing we need to
25 do is to lease that open space to Rafiki Tiki, the one that is

1 not leased. I think we need to find somebody else, find another
2 vendor, find somebody to come in there, let's get that space
3 down, find somebody to come in there. But this time if we can't
4 do any better job of constructing a contract and an agreement so
5 that we can make some money then we need to make sure that we
6 have somebody that's negotiating in our best interest to
7 negotiate that.

8 Because what was done to us as residents of Riviera Beach
9 with the Rafiki Tiki deal is abominable. They should be paying
10 some money to us right now. And it's not just that they're
11 paying to 2018. It's what they have to subtract before they
12 even get to start paying us is what's horrible on its face.

13 So I say this, the reason that we're not making any money
14 at the Marina Event Center is not because of the Event Center
15 prices. It's because of the deal that we cut. The retail was
16 supposed to supplement that. The retail was supposed to pay
17 those prices. Now we can't burden the people with the mistakes
18 that we made.

19 COMMISSIONER DAVIS: Madam Chair.

20 CHAIR MILLER-ANDERSON: Yes. And -- do -- one second. Do
21 we have public comment cards for this item? Because we usually
22 try to do --

23 THE CLERK: No. No public comment cards.

24 CHAIR MILLER-ANDERSON: Okay. Go ahead, Mr. Davis.

25 COMMISSIONER DAVIS: I'm going to try to make this as

1 simple as possible.

2 You know, we was in a position to where -- not to beat a
3 dead horse -- the private developer was supposed to do that.
4 Not us.

5 COMMISSIONER HUBBARD: Do what?

6 COMMISSIONER DAVIS: To bring retail and experience and an
7 attraction. That didn't happen.

8 So we're at the point where we're having discussion
9 about -- as get back to this, so I can stick to this item, one
10 of the things that I had mentioned, and I'd like to see
11 Mr. Evans do, is go to the City and look at that parking study
12 and see when should we start charging for parking. Because
13 that's a revenue source that is a cash cow that we're leaving
14 off the table. Because you have folks going over on Peanut
15 Island and they're staying there every day all day. So if I had
16 one person spending six hours in parking at a two dollar rate,
17 or a dollar an hour -- let's say ten dollars for up to so many
18 hours, that 115,000 we can be making weekly.

19 But we need to see what the parking study is saying on the
20 City's side to determine when and what type of parking we should
21 be doing there. Because that's the revenue conversation that
22 we're missing.

23 I can support raising the out of area fee. I think it
24 should be a little bit more. So we can leave the local fee
25 alone. But the parking is what's going to help us stabilize

1 this item, you know. I mean just -- if you just grab some
2 parking meters until we decide when and where the developer is
3 going to put a parking garage, what type of retail, what type of
4 experience -- whoever the developers be that come in and we
5 agree to, that's their heavy lifting job, you know.

6 CRAs have been criticized for so long about doing all this
7 heavy lifting. That's the developer's job to do heavy lifting.
8 Our job is providing neighborhood service and give things back
9 to the people, and jobs, and help support small businesses and
10 help them grow. And we have to stay focused on that.

11 But let's see that parking study, so we can stabilize --
12 because the Event Center, there's no way in the world it would
13 ever pay itself back alone. But the parking, I would like to
14 see what that parking study says as far as revenue.

15 COMMISSIONER PARDO: Madam Chair.

16 CHAIR MILLER-ANDERSON: Mmhmm. Are you finished,
17 Mr. Davis?

18 COMMISSIONER DAVIS: Yes, ma'am.

19 COMMISSIONER PARDO: So can you tell us a little bit about
20 your marketing plan? How are you marketing the Event Center? I
21 don't see anything in the newspaper. And, you know, I'm all
22 around Palm Beach County. How are you marketing it?

23 INTERIM EXECUTIVE DIRECTOR EVANS: Actually we have -- we
24 take out a variety. So we work with -- and I forget the
25 acronyms -- but with Palm Beach County's tourism boards. We

1 also place ads occasionally in various magazines, local
2 newspapers. And additionally we are currently quite busy on
3 weekends, so what we're trying to do is grow our usage during
4 the week, because that's when the Event Center is largely
5 unused. So we've had very good success on the weekend rentals.
6 But we're trying to grow with more corporate partners.

7 COMMISSIONER PARDO: Okay. So I'd like to see your
8 advertising, because I haven't seen it.

9 INTERIM EXECUTIVE DIRECTOR EVANS: Okay. Yes, we can
10 certainly provide you a list of what we're doing to market it.

11 COMMISSIONER PARDO: Right. A list and also the
12 advertisements and, you know, the whole bit. Because like I
13 said, I haven't seen anything.

14 INTERIM EXECUTIVE DIRECTOR EVANS: Okay.

15 COMMISSIONER PARDO: You know, we had 160 people a couple
16 of weeks ago over at the Event Center. And still you had a lot
17 of people like, oh, I had no idea this was here. And these are
18 people in Palm Beach County.

19 So, yeah, I'd like to see all that please. Thank you.

20 CHAIR MILLER-ANDERSON: Anyone else?

21 VICE-CHAIR DAVIS JOHNSON: So -- Madam Chair.

22 CHAIR MILLER-ANDERSON: Mmhmm.

23 VICE-CHAIR DAVIS JOHNSON: So is it our desire to look at
24 an increased fee outside of what the CR -- what staff has
25 proposed? For 2017-2018 we're saying that we're going to

1 increase by 30 percent to \$286. So are we looking to increase
2 it above that amount?

3 COMMISSIONER PARDO: Are you asking the council?

4 COMMISSIONER HUBBARD: I'm not --

5 VICE-CHAIR DAVIS JOHNSON: Yeah, I'm asking my colleagues.

6 COMMISSIONER HUBBARD: I'm not --

7 CHAIR MILLER-ANDERSON: Go ahead.

8 COMMISSIONER HUBBARD: I'm not -- I'm definitely not
9 interested in increasing it above the 30 percent. The 30
10 percent alone causes me pause because I don't see how the
11 increasing of the nonresident is going to bring us revenue,
12 because what's going to happen is it's going to decrease the
13 usage. If you look at the comparison to the resident and the
14 nonresident usage, I submit that if it continues to increase
15 we're not locking in or -- and increasing usage of the
16 nonresidents. And I'm only looking right now at the column
17 where they show 24 nonresident uses. And the majority are our
18 usage as residents. We'll do ourself a detriment to
19 nonresidents. But since the nonresident is such a small amount,
20 and we want to increase it, then we'll just see the numbers. I
21 just don't see the -- I just don't see the sense, the math, the
22 strategy kind of in what they have up there in increasing
23 nonresidents and how it plays out.

24 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

25 CHAIR MILLER-ANDERSON: Mmhmm.

1 VICE-CHAIR DAVIS JOHNSON: What we know based on the
2 conversation that we had at the last meeting, we have all types
3 of caveats and nuances that get you in under the residential
4 rate. And I think that that's the -- that's where the missed
5 opportunity is because you have folks that are coming in from
6 West Palm Beach using a resident's information. Because,
7 remember, we had this discussion about I can have a member --
8 Councilperson Pardo said if my niece wants to have a wedding,
9 she can use my address. Well, she's not a resident. You know
10 what I mean? And I think that that's where we are missing an
11 opportunity for our revenue.

12 Because we want, we want the privilege for the actual
13 residents that are paying the non-ad valorem taxes, right, we
14 want to be able to give them the benefit.

15 COMMISSIONER HUBBARD: And that -- I think when you raise
16 the nonresident rates you force the -- you force the same group
17 of people to exercise the example that she made, you push them
18 more into having to find that friend, that cousin, that aunt
19 that live in Riviera Beach; as opposed to say I'm not going to
20 bother my aunt right now, I'm going to go ahead and pay that,
21 it's not that much, it's not that big a deal.

22 But I -- and I get what you're saying. It's a myth. But,
23 you know, sometimes we have that honor system, where we --
24 there's nothing that we can just -- that we can do about a
25 situation like that.

1 But we create a heavier burden and a more less likely
2 chance of getting that person to say, oh, I can go ahead and pay
3 the 286, or whatever the new rate is, that's only a little
4 increase.

5 But then if we talk about going up over the 30 percent or
6 increasing residents' fees, then you just force people to have
7 to steal.

8 When you start talking about increasing residents, you
9 start implementing dog whistle opportunities for residents not
10 to use the facility.

11 VICE-CHAIR DAVIS JOHNSON: Well, I don't necessarily
12 support any increase to the residential rate.

13 I think that we need to make sure that we are competitive
14 in our pricing. Because if I can go into West Palm Beach and
15 they tell me 320 and you have your value set at 286, then there
16 spurs the competition and the desire to want to use the
17 waterfront based on the view and everything that we have to
18 offer. So I don't --

19 COMMISSIONER HUBBARD: But you only have 24 people.

20 VICE-CHAIR DAVIS JOHNSON: I know. But your residents are
21 utilizing it. And we've had some large concerts there. When we
22 talk about -- I don't even know how the concerts come in. Are
23 they a part of the nonresidents, the 24?

24 INTERIM EXECUTIVE DIRECTOR EVANS: This is only inside the
25 Event Center.

1 VICE-CHAIR DAVIS JOHNSON: This is only inside. Not
2 inclusive of Bicentennial Park and the other areas?

3 INTERIM EXECUTIVE DIRECTOR EVANS: Right.

4 VICE-CHAIR DAVIS JOHNSON: We've had quite a few -- I would
5 imagine that it is the total of 24. But I know that we've had
6 quite a few corporate events. And I'm thinking that we need to
7 just make sure that we are competitive so that those folks --
8 and I think that as people use it they are telling others about
9 the beauty, about everything that is going on, and everything
10 that is offered.

11 So I don't see keeping the rate at 238 because that just
12 seems to be low to me for a facility of our caliber. So we need
13 to make sure that we keep the -- that whatever the price is that
14 we offer, that that price is actually competitive and keeps us
15 in a revenue generating stream to eventually get us to a point
16 where we're not having to subsidize the Event Center.

17 And I also believe that we have -- we've had conversations
18 and discussions from this dais with regards to the pads, the
19 restaurants pads, the upstairs unit, and we have gone back and
20 forth with no actual movement. So until this Board is ready to
21 lay out its direction as to where we want to go and how we want
22 to see it done, we're going to continue to be in this position.

23 COMMISSIONER HUBBARD: Right. Because my concern is to
24 your point, a very good point, when we started talking about
25 this facility and building this facility, the retail and the

1 commercial was supposed to pay for the cost of this facility.

2 However, even without the parking garage, with the food,
3 the restaurant just coming online, I think the residents of
4 Riviera Beach have been doing well by renting it because it's
5 always full, it's always on the weekends. Well, a lot of
6 things, you know, on the weekdays people don't have a lot of
7 activities, which is true of even any event center, be it West
8 Palm or Riviera.

9 But I think our problem is the one that we created, you
10 know, for ourselves as far as not having the restaurants and --
11 which was supposed to take care of some of the burden.

12 I hope that we don't have to supplement this facility. And
13 I hope that we are able to bring more billable use so that we
14 don't have to, you know, have a -- I think use is going to
15 outweigh a substantial increase.

16 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

17 CHAIR MILLER-ANDERSON: Mmhmm.

18 VICE-CHAIR DAVIS JOHNSON: So, Mr. Evans, as you are
19 preparing or presenting the marketing information, one of the
20 things that we need to consider marketing is our Event Center as
21 a meeting destination. Because there are organizations that are
22 here for various reasons. They could utilize our space for a
23 meeting, for a conference, you know.

24 We need to -- it's going to be all in the way that we
25 market it, in order to get that nonresident number up. And that

1 will give us the utilization that we're looking for during the
2 day when the center is vacant.

3 COMMISSIONER HUBBARD: You could partner with the Hilton.
4 They don't have a meeting space at their place that's big enough
5 to talk about.

6 COMMISSIONER DAVIS: Who?

7 COMMISSIONER HUBBARD: The Hilton.

8 VICE-CHAIR DAVIS JOHNSON: Part of the conversation, the
9 overall conversation for marketing.

10 CHAIR MILLER-ANDERSON: Mr. Evans, regarding the question
11 about the -- or the concern about the nonresidents going to the
12 residents to get that percentage decrease. When we met I did
13 ask you to see if you could check -- because I know one of the
14 concerns with Mr. Pardo was the fact that we -- how do we manage
15 it or how do we control that. Did you -- were you able to find
16 out --

17 INTERIM EXECUTIVE DIRECTOR EVANS: I apologize. I haven't
18 been able to find out yet what the other cities are doing to
19 control that.

20 We did -- we do propose to increase our controls by
21 matching both -- right now we require a driver's license and a
22 utility bill. And a lot of times we're finding that those two
23 items don't necessarily match. So one of the ways that we could
24 improve is to make sure that the driver's license for -- matches
25 the utility bill, to ensure that it is in fact a resident

1 renting the facility. And we will also bring back to you what
2 some of the other cities are doing to specifically try and
3 limit. Because I know that Wellington, and I believe Lake Park
4 and Boynton Beach facility, they all have reduced rates for
5 their residents. So we'll find out how they control that.

6 COMMISSIONER DAVIS: Madam Chair.

7 CHAIR MILLER-ANDERSON: Yes.

8 COMMISSIONER DAVIS: Mr. Evans, when you get a moment, take
9 a look at Palm Beach Shores policy for their facility. I know
10 they have a very tight facility over there.

11 COMMISSIONER PARDO: Yeah, but it's oceanfront.

12 COMMISSIONER DAVIS: It's oceanfront. I tried to get it
13 myself but...

14 CHAIR MILLER-ANDERSON: Alright.

15 COMMISSIONER DAVIS: Too expensive.

16 CHAIR MILLER-ANDERSON: Anything else for this? Are we
17 okay with keeping this with the 20 percent for the -- do we want
18 it to come back or are we good with the way it is?

19 COMMISSIONER DAVIS: We can start here, with the 20 percent
20 and make adjustments later.

21 CHAIR MILLER-ANDERSON: Roll call.

22 (Vote taken.)

23 THE CLERK: Motion carries, with Commissioner Pardo and
24 Vice-Chair Davis Johnson dissenting.

25 CHAIR MILLER-ANDERSON: Item number 5.

1 THE CLERK: A resolution of the Board of Commissioners of
2 the Riviera Beach Community Redevelopment Agency approving the
3 first amendment to professional service agreement with Langton &
4 Associates, Inc. and the agency to exercise an option to extend
5 the term of the agreement by one year, providing an effective
6 date.

7 CHAIR MILLER-ANDERSON: Do we have a motion?

8 COMMISSIONER PARDO: So moved.

9 COMMISSIONER DAVIS: Second.

10 CHAIR MILLER-ANDERSON: Alright.

11 MS. JENKINS: This grant agreement is coming back to you
12 for exercising of the one year option.

13 And just to recap, we entered into a contract with Langton
14 & Associates from September 1st, 2015 to August 30th of 2017.
15 The contract allows for two optional one year renewals. And if
16 you were so inclined it would extend the contract to August 30th
17 of 2018. And the contract is for \$60,000 a year.

18 Their scope of work includes a focus on neighborhood and
19 commercial development. And to make all best efforts to address
20 our high priority projects with an attempt to access grants of a
21 million dollars or more. Additional activities would include
22 monitoring and research and updates to our original grant
23 matrix.

24 Since we entered into the contract with Langton &
25 Associates we've applied for a little more than a million

1 dollars in grants from various sources. And to date 110,000 has
2 been awarded. And 185,000 and change is in pending requests.

3 The next opportunity is to formally expand their services
4 to the City of Riviera Beach. Which I believe they're working
5 on there.

6 Just to give you some highlights of the grants that are
7 pending, there's one on the federal level that would support our
8 marketing development for our proposed marina redevelopment at
9 132,000. There are two grants pending with the state through
10 the Economic Development Department to facilitate our arts and
11 culture development at the marina. And one significant grant
12 that was funded last year was for TD Bank, Housing for Everyone.
13 There was a national grant for \$100,000.

14 And at this time I'll entertain any questions. But I would
15 like for you all to know that Mr. Mike Langton is in the
16 audience if you'd like to hear from him.

17 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

18 CHAIR MILLER-ANDERSON: Let's find out if we have any
19 public comment cards first and then we'll come to the council.

20 THE CLERK: Yes, we have one public comment card.

21 Mrs. Bonnie Larson.

22 MS. LARSON: I pass.

23 CHAIR MILLER-ANDERSON: She said she'll pass.

24 Go ahead.

25 VICE-CHAIR DAVIS JOHNSON: So let me just say that based on

1 what I read in the report, I'm not happy with the success or
2 lack thereof of success in the obtaining of grants at the cost
3 in which we are paying.

4 So it says in their July 24th correspondence, it says over
5 the past four years Langton has worked with the staff of Riviera
6 Beach CRA and CDC to help secure funding. Since the start of
7 our contract in 2015 we've applied for a million sixty-one and a
8 total of 110 has been awarded. So we've been paying them 60,000
9 per year. We look at what they have out there, everything is
10 either -- we have the 10,000 that was funded in 2016. Not
11 funded in March of 2017 for one hundred and fifty. Pending,
12 pending, not funded, pending, pending, pending, pending. And we
13 just continue to pay this cost for this service and not see any
14 true success in the funding that we are seeking and are paying
15 for through this firm.

16 I say that we -- I have two options in mind. Either hire a
17 full-time grant writer at that salary or put this contract out
18 to bid. Because we continue to pay the firm without issue. But
19 we are not seeing the success that I believe that we should
20 based on the amount that we pay.

21 So that's where my concerns lie. And I don't know how my
22 colleagues feel about it. And maybe Mr. Langton has something
23 that he can add. But I just don't see where we're getting a
24 significant return on investment based on the overall outcomes
25 of the grants that we've applied for.

1 CHAIR MILLER-ANDERSON: And I share the same sentiments. I
2 did even inquire about possibly paying based on a percentage of
3 the amount that is obtained. And, you know, I guess Mr. Evans
4 said that, you know, most people don't really care to do that.
5 And I could understand that. But we're essentially putting out
6 money just as they would be losing money if they were not
7 getting the percentage of what they're supposed to be trying to
8 obtain. So I have the same concerns as well.

9 Anybody else want to say anything before Mr. Langton --

10 COMMISSIONER DAVIS: I'd just like to hear what he has to
11 say before I make any comments.

12 CHAIR MILLER-ANDERSON: Go ahead.

13 MR. LANGTON: Thank you very much, Commissioner Davis
14 Johnson and Commissioner Miller-Anderson.

15 You're absolutely right, the return on investment has not
16 been as good as I would like it.

17 We are working very, very hard. We are preparing lots of
18 grants. We are working with Annetta Jenkins. We are constantly
19 working on grants. We're working on about six grants right now
20 as I stand before you.

21 Since that report was developed Wells Fargo has awarded us
22 \$5,000. And we've heard from the state on one of the two DEL
23 grants that they asked -- we've applied for ten, they wrote us
24 back and said your grant is really good but the money is tight,
25 can we give you eight thousand. So it hasn't been awarded but

1 it's going to be.

2 So basically on 120,000 you've paid us over the two years
3 we've returned you 125. So it's not good. But it's not for
4 lack of trying, it's not for lack of effort.

5 And for the last six months, almost eight months ago, I
6 came before you and I said I see a limited opportunity here and
7 I want to expand that opportunity; I want to work with the City,
8 because the City can do a lot of grants, fire grants, police
9 grants, housing grants, historic grants. There's a lot of
10 opportunity with the City that I don't have through the CRA.

11 And I don't want to blame anybody. I have -- I can show
12 you the evidence trail of how many times I've reached out to
13 individuals at the City and said please let us work for you and
14 expand our opportunity.

15 Now your new city manager, Mr. Evans, has been responsive
16 and we've been trying to work it out. In fact I set aside all
17 day tomorrow to meet with the department heads to try to
18 understand their needs. But that's not come together yet
19 because we got to -- he, being cautious, he wants the city
20 attorney to make sure he's okay with the deal, and the
21 purchasing person is okay with the deal. And the deal is I want
22 to -- I write grants for the City for no cost to the City.

23 So in other words, I want to have two full clients for the
24 price of one, because I realize the return on investment is not
25 that good. And I want it to be better.

1 We've been in business for 37 years. And we have rarely
2 ever been not a contract renewed because of lack of return on
3 investment.

4 But it's excellent, excellent -- you should hold us to
5 that, because that's -- you know, ours is very clear, you're
6 supposed to write grants for the money you pay us.

7 And we can't always control the outcomes but we could just
8 keep trying harder and harder and harder. And we are working
9 very hard.

10 Commissioner Miller-Anderson, it is illegal the state of
11 Florida to do a contingent contract. In Chapter 112 it
12 prohibits a consulting -- a contingent contract based on the
13 outcome of a state action or a grant application or any of those
14 kinds of things. So I can't do it. Besides, I'm a member of
15 National Association of Grant Writers, I'm a certified grant
16 professional, there's only 400 in the United States, myself and
17 my associate Lisa are that, and we have an ethical policy that
18 says you can't do that. So I can't do it.

19 So what I would suggest, if you would be willing to do
20 that, is that you continue the contract for this next year and
21 at the same time we explore and help you explore whether it
22 makes more sense to bring somebody on staff. We've had
23 communities do that. You can't hire somebody that has the
24 credentials, the five professionals I have with 100 years
25 experience in this business, for \$60,000. If you do, you're not

1 going to get the quality person. You're going to have to pay
2 75, 80,000 dollars to get somebody that has anywhere near the
3 credentials of one of my people. And then you don't get the
4 expertise of all five. So it's a better deal for you to work
5 with us. But we could try that and we could help you
6 transition; if that's your choice and that's something you want
7 to look at, I'm willing to help you do that. I can help you
8 figure out the qualifications of the right person, I can help
9 you interview the person. And I'm happy to do that. We've done
10 that before, we've transitioned out of a client.

11 But to just not renew our contract tonight, and leave
12 Ms. Jenkins to have to do it all by herself, all the grants that
13 we have in the pipeline, I don't think it's a wise decision on
14 your part.

15 COMMISSIONER DAVIS: Madam Chair.

16 CHAIR MILLER-ANDERSON: Mmhmm.

17 COMMISSIONER DAVIS: Initially when this was first approved
18 I did share the same sentiment as the Board, but what I must
19 admit is that with them working with just the CRA they were
20 restricted in the number of grants, the quality of grants --

21 MR. LANGTON: The size.

22 COMMISSIONER DAVIS: -- the size of the grants because of
23 the CRA.

24 And they have been very aggressive with reaching out and
25 wanting to participate on the City's side. I would definitely

1 like to see that initiative over the next year and see what we
2 can get out of that. Because he's totally right when you talk
3 about grant writing of today's market. There's different
4 expertise that not just one person can do. And a lot of folks
5 have different relationships. But I'd definitely like to see
6 what they can do with us with the CRA and the City for one year,
7 and make a judgment call at that time.

8 But right now we're in midstream and I think we've got some
9 momentum going for the first time since I've been elected.
10 Because prior to that we didn't get nothing from the grant level
11 before they even got here at all. We had -- someone was writing
12 grants. I don't know who they were. It was a grant writer, not
13 a company like his. But since this company has been on board
14 I've seen -- whether you call it success or not, but I've seen
15 more in the last two years than I've seen in the last six years
16 prior to them getting here. But I would definitely like to
17 see -- give them a chance for one year, and if that don't work
18 out I definitely will support putting it out on the market and
19 see how it goes.

20 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

21 CHAIR MILLER-ANDERSON: Go ahead.

22 VICE-CHAIR DAVIS JOHNSON: Do you receive any type of
23 feedback, Mr. Langton, from those funders that deny our
24 application, as to what was lacking or where we may have fallen
25 short? Do you request that kind of information?

1 MR. LANGTON: Yes, ma'am. Yes, ma'am, we do. Many cases
2 we do.

3 VICE-CHAIR DAVIS JOHNSON: What's that been? What kind of
4 feedback have you received?

5 MR. LANGTON: On -- I'm trying to think of the specifics.

6 MS. JENKINS: On the CDE grant it was because --

7 MR. LANGTON: Oh, yeah. Yeah, on the major -- on the CDE
8 grant, the major \$800,000 for the public market grant that we
9 worked like the dog on that -- and it was an excellent
10 application but -- and it scored very high. And it scored very
11 low because you didn't have the match. You didn't have the
12 financial money in place. Which I said when we went into it, I
13 don't feel comfortable with your -- you're saying we're going to
14 get this other grant. I don't feel comfortable with that. But
15 that was the decision that was made by Mr. Brown, that we needed
16 to go forward on that. So we did. And it was an excellent -- I
17 would encourage you to read that, look at that grant; it's an
18 excellent piece of work I'm very proud of. But it didn't get
19 awarded because of that.

20 But usually we do try. Sometimes it's just sheer
21 competition. We're putting out so many grants that it makes us
22 look bad when we don't get results because we're putting out a
23 lot of stuff. I mean we could be even more targeted but I don't
24 think that's the way to go especially when we're trying to do
25 work for the CRA, the CDC, and a lot of these are small grant

1 applications, five, ten thousand dollars from some of the banks
2 and different things. We're trying to do everything.

3 And I do believe we can be more successful with you
4 collaboratively with the City. We tried that with the
5 transportation grant and we just missed it on that one. That
6 was 150. We just missed it.

7 I don't want to say that. I don't want to blame it on
8 anybody.

9 But we came really close to getting that \$150,000 grant.
10 We've been pushing the city manager to allow us to put in
11 this mayor's challenge. And we got his approval last week. It
12 was a collaborative grant.

13 So I'm going forward and writing grants for the City even
14 though they won't approve it. They won't say yes do this for
15 us. They're okay with that. And I'm doing it anyway. I'm just
16 being as tenacious as I can be.

17 So I don't blame you if you fire me tonight because there
18 hasn't been enough results. But there's -- but we've done our
19 best and we've tried really hard. And if you don't continue
20 with us we wish you the best of luck in everything.

21 You did competitively bid us. It took almost two years to
22 go through a competitive bid process. Almost two years to get
23 me under contract. And we were selected head over shoulders of
24 all the other firms. So, you know -- thank you.

25 CHAIR MILLER-ANDERSON: I know you said we're pretty

1 limited because of it being the CRA and you have more
2 opportunities because of the City's side. Have you -- what
3 other municipalities have you worked with on the CRA side for
4 writing grants?

5 MR. LANGTON: We've written and worked for many years for
6 the Delray Beach CRA. And we were able to get them, in about
7 three years, eight and a half million dollars. I know that
8 number because I was just with the former CRA director of Delray
9 Beach this morning --

10 CHAIR MILLER-ANDERSON: What was --

11 MR. LANGTON: -- Ms. Brown.

12 CHAIR MILLER-ANDERSON: What was a little bit different --

13 MR. LANGTON: The transportation grant for Dixie Highway,
14 we did a traffic calming where they brought the lanes from three
15 into two, all in Delray Beach, and did the landscaping, made it
16 very pretty. We got a million dollar business incubator program
17 for them. Beautification --

18 CHAIR MILLER-ANDERSON: So what's different -- is it just
19 specific projects that fit better with that municipality
20 versus --

21 MR. LANGTON: Yeah. Yes, ma'am. I mean there's --
22 there's -- a lot of your focus is on the marina and the public
23 market, and public parking, and so I'm trying to do economic
24 development grants. But to do an economic development grant you
25 you have to have the businesses willing to commit the jobs, and

1 we haven't been able to make that connection. So -- and one of
2 the things, when I first bid for this contract I was excited
3 about the fact that the power plant was coming in and you were
4 going to have about ten million dollars worth of match money.
5 You don't have match money. That didn't materialize. I don't
6 even know how that happened, but I know it didn't materialize.
7 And so we don't have the match money to go for some of these big
8 grants. Economic development grants are 50/50 match. And I can
9 get you a two million dollar economic development grant if
10 you've got two million dollars to match it and we've got a
11 business entity.

12 So I don't want to say that there's not lots of
13 opportunity. There is. But we have to be creative and we have
14 to try to partner with the City. And I want to start writing
15 grants for the City, with and in conjunction to and just
16 directly for them; and I think you'll get the results.

17 Another one, Pompano, Pompano Beach. We did a lot for that
18 CRA. Delray Beach. Pompano Beach.

19 CHAIR MILLER-ANDERSON: Okay. I mean that was -- that was
20 good, what you told me, just to see how we differed from the
21 others.

22 Anyone else?

23 MAYOR MASTERS: Madam Chair.

24 CHAIR MILLER-ANDERSON: Go ahead.

25 MAYOR MASTERS: Mr. Langston.

1 MR. LANGTON: Langton.

2 MAYOR MASTERS: Almost like Langston University.

3 MR. LANGTON: No S. Just Langton.

4 MAYOR MASTERS: What -- how important is the City or CRA
5 entity, how important is image, public image as it relates to
6 not getting grants or getting grants? Does that play a part?
7 Or not at all?

8 MR. LANGTON: I don't think so, Mr. Mayor.

9 In many cases grants are determined on statistics,
10 demographics data. And you're pretty good there, you have a lot
11 of, you know, poverty. You have issues, you know, economic
12 development issues and poverty issues, and you have some things
13 that are good on that side.

14 You're being aggressive with trying to do economic
15 development along the waterway. You've done some wonderful
16 things there. So I think there's not an image problem for you
17 in getting grants.

18 MAYOR MASTERS: Is there anything that you would recommend
19 that would be helpful, that we ought to be doing, that we're not
20 doing, that would enhance our getting the grants?

21 MR. LANGTON: From the CRA's standpoint I'm not sure there
22 is. I think you guys are doing everything you can. From the
23 City's standpoint I think we need to just organize in a more
24 aggressive, comprehensive approach to grants. Be strategic.
25 And that's why I want to meet with the department heads and

1 start to put together a strategic plan for them.

2 But I think the CRA is well-positioned. It's just we got
3 to keep banging at them and you just got to keep trying. If you
4 had more match money, that would certainly help.

5 MAYOR MASTERS: I was going to suggest that.

6 MR. LANGTON: Yes, sir. Yeah, I've advocated many clients,
7 usually city clients, that they set a pot of money aside for a
8 match fund. The City of Orlando does it. Seminole County
9 does -- I'm naming some of our clients. We got Key West to do
10 it at one point. And then when, when the grant -- the people
11 that are writing the grants, us, working with the staff, needs
12 the match, then we go.

13 We did have a problem with one of our grants because we
14 couldn't get a commitment from the City for the match, and so we
15 didn't get that grant. I didn't want to say that because I
16 don't want to blame anybody but it just -- it speaks to your
17 question.

18 MAYOR MASTERS: My final question -- and one of the
19 colleagues mentioned what were some of the reasons why we were
20 turned down in the past. My question is, have you seen any kind
21 of consistency or any pattern as to why we were turned down? I
22 mean has it been factors that seem to pop up all the time or is
23 this just coincidental, this one had their own reasons and this
24 one had their own reasons?

25 MR. LANGTON: They all have just been unique pieces.

1 MAYOR MASTERS: There wasn't a pattern or any consistency
2 as to no?

3 MR. LANGTON: Well, the one, the one we just talked about,
4 that the City didn't commit to the match, that killed it. And
5 then the fact that we didn't have the match money for the public
6 market grant. So if I had to try to find a cause where there's
7 a little bit of a pattern, it's the match.

8 MAYOR MASTERS: Thank you, sir.

9 Thank you, Madam Chair.

10 CHAIR MILLER-ANDERSON: Anyone else?

11 Alright.

12 (Vote taken.)

13 THE CLERK: Motion carries, with Vice-Chair Davis Johnson
14 and Chair Miller-Anderson dissenting.

15 CHAIR MILLER-ANDERSON: Item number 6.

16 THE CLERK: Commercial grant program update.

17 INTERIM EXECUTIVE DIRECTOR EVANS: This is an update of the
18 Board approved commercial grant program. The program is
19 designed to improve and incentivize exterior investment in our
20 commercial buildings and properties within the CRA.

21 And we're just pulling up the presentation now.

22 It's in the bottom corner, commercial grant.

23 Thank you.

24 The program is designed to -- again, to make commercial
25 improvements to the outside and to properties. And this year

1 our program will be restricted to applicants who have not
2 received grants in the past.

3 The Property Improvement Program provides a four dollar
4 match to every one dollar of investment. And it's a competitive
5 program, so all of the applicants that we receive will be ranked
6 and then they will be back -- brought back before this Board to
7 be reviewed and approved this fall.

8 We also have a beautification program. The beautification
9 program allows applicants to apply for grants up to \$4,000. And
10 this is to make improvements to their property or businesses.
11 Usually minor ones like painting.

12 This program is an open application process. So it will
13 remain open for the entire fiscal year.

14 The eligible projects include exterior program improvements
15 to buildings, property, front doors, windows, signage, painting,
16 roof repair, and fencing. And it's available throughout the CRA
17 area. Bonus points are awarded if you are located on our major
18 corridors, if you create jobs, if you utilize Riviera Beach
19 contractors for the proposed work.

20 The CRA in coordination with the Purchasing Department held
21 several small business and local contractor outreach meetings
22 earlier this year to let local businesses and contractors know
23 about this upcoming opportunity.

24 Starting on August 23rd and September -- on Saturday,
25 September 9th, the CRA will hold information sessions at the

1 Event Center to open up the first round of commercial grant
2 applications.

3 They -- additionally, starting on September 21st the CRA
4 offices in the evenings will provide once a week technical
5 assistance for any business owner with help to complete the
6 applications. So the application round will open on August 23rd
7 and it will remain open until all applications are completed and
8 due October 31st.

9 During November the schedule, all of the applications will
10 be reviewed and scored by our staff, with assistance from our
11 consultant Paul Skyers. And the recommendations would then be
12 brought back to the Board in December for review and approval
13 and award of the grants.

14 We've created some fliers to try and get the word out.
15 It's been posted on our website, our Facebook page. And we
16 direct mailed this to all commercial property owners within the
17 CRA. And we have it available in our offices and at city hall.

18 And, again, the meeting starts -- our first meeting is on
19 August 23rd, and September 9th. Our applications will be
20 available. And on the 23rd it's at the Event Center, starting
21 at 5:30 to 7:30 p.m.; and it will be ongoing until October 31st.

22 And that concludes my update. I'm hopeful that many of our
23 local business owners and contractors will participate and apply
24 for the program.

25 CHAIR MILLER-ANDERSON: Do we have any public comment

1 cards?

2 THE CLERK: No, ma'am.

3 CHAIR MILLER-ANDERSON: Any questions from the Board?

4 COMMISSIONER HUBBARD: Mmhmm.

5 CHAIR MILLER-ANDERSON: Ms. Hubbard.

6 COMMISSIONER HUBBARD: Okay. These grants are only for the
7 businesses within the CRA area?

8 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

9 COMMISSIONER HUBBARD: So to have this discussion we have
10 to almost be kind of specific.

11 Also the grant is only going to -- is Mr. Skyers coming up
12 to --

13 INTERIM EXECUTIVE DIRECTOR EVANS: No. This program I
14 believe was approved in May to start going forward.

15 So I just wanted to make sure the Board was aware that the
16 application round is opening up and you're going to start to see
17 some movement.

18 COMMISSIONER HUBBARD: Well, I wanted to ask about some of
19 the intention in his design for the program and the fact that
20 this is only for the CRA people, people that didn't get the
21 grant before, and how do you plan to integrate the contractors
22 and the percentage?

23 I'm trying to be careful in the words that I use here.
24 That's why I'm pausing.

25 So in our CRA area we don't have a very diverse population

1 of business owners. So two things I say to that. Since we --
2 am I mistaken in that?

3 MR. SKYERS: Paul Skyers, 2001 Broadway, City of Riviera
4 Beach.

5 Yes, Commissioner, we -- you have four distinct clusters of
6 businesses in Riviera Beach: The marine, light industrial,
7 hospitality, and then a broad array of service sector
8 businesses. So you have four concentrated clusters.

9 How you go about integrating -- how you go about
10 integrating just those four clusters to advance your economic
11 growth is, is an intriguing challenge.

12 As a matter of fact we had a discussion two weeks ago about
13 looking at using the growth -- grow local strategy more so than
14 recruiting from outside, to create growth from within. You
15 know, giving opportunities to the local citizens more so. And
16 perhaps this is the vehicle that helps you get to that point.
17 There are some other tools that you need to use.

18 But I would say that your concern, you know, and the
19 thrust, the focus on those four clusters is, is well-founded.

20 COMMISSIONER HUBBARD: Okay, Mr. Skyers, let me -- I'm
21 going to keep going and try to get my point out.

22 MR. SKYERS: Yes, ma'am.

23 COMMISSIONER HUBBARD: Well, in the parameters that you set
24 forth in the program itself, that you and Mr. Evans agreed upon,
25 it said that the benefactors will get more points if they use

1 local contractors to do the services, the rehab or the repair.
2 I submit to you that if they get the money, or they get our
3 money at all, the only way that they don't use local contractors
4 is that we don't have anybody here to provide that service,
5 number one.

6 And I will tell you why. The reason is this: Chances are
7 they don't even live in the city. Number two, and they'll be a
8 benefactor of our money. To not live in our city and be a
9 benefactor of our money and not use the local contractors I
10 think wouldn't fare well.

11 Now, back to the diversity and the demographic of
12 businesses. You explained very well the types of -- the
13 diversity and the types of businesses that we have here.

14 MR. SKYERS: Yes, ma'am.

15 COMMISSIONER HUBBARD: So, in -- just -- we're going to
16 leave -- we can leave that -- to make this point we can still
17 leave that right there where it is. But let's talk about this.
18 Talk to me, please, about using local contractors to provide
19 services for the persons that are getting the monies for these
20 repairs, upgrades, facade changes, and the mere fact that most
21 of them don't live in the city.

22 MR. SKYERS: Well, I think it was Commissioner Davis
23 Johnson that, that -- in recognition -- when she looked at the
24 data and was looking at, you know, points of intersection, she
25 pointed out to us that it would be best to define local as Palm

1 Beach County for the purposes of this grant, but to create as
2 much of an emphasis or incentive for Riviera Beach contractors
3 as possible, giving them that much more preference than Palm
4 Beach based, Palm Beach County based contractors.

5 To the extent that you can interfere with private
6 relationships, private contracts with whatever grant recipients
7 or people are pursuing these grants, choose to allow you to
8 interfere in those personal relationships in terms of selection
9 of contractors then, yeah, you can influence that process.

10 COMMISSIONER HUBBARD: Okay. Okay. Well, then -- and
11 since you're saying that, to interfere with personal
12 relationships and personal contracts, you need to have your own
13 personal money. Not to be coming here taking our money to feed
14 your personal relationships with your personal friends. The
15 reason that we're spending money and doing business with people
16 is so that we can develop personal relationships with our
17 residents so that they can build their businesses, so they can
18 feed their family, that their subs can eat, that people can stay
19 in their home. We're not talking about -- we don't care about
20 their personal relationships with their personal friends. It's
21 been cliques and circles of people that they do business with
22 just their friends. That's why we can't grow business. That's
23 why we can't grow opportunity. Because we're worried about
24 making sure that a certain group of people continue to do a
25 certain set -- do business with a certain set of people. That's

1 not what we're interested in. That's not what I'm interested
2 in.

3 Yes, I don't mind the definition being Palm Beach County,
4 that's after we extend ourselves and open ourselves up to the
5 residents of Riviera Beach.

6 Now, again, if you don't live inside -- if you don't live
7 inside the City of Riviera Beach, you're getting a grant from
8 us, and you think that we should be concerned about your
9 personal -- don't take our money if you don't want to use the
10 people that are in -- the contractors that are here.

11 And, again, I submit to you that I understand that there
12 might not be a person to provide a certain service that you
13 need. And if there is no one in the city to provide that
14 service, then by all means you have to go and get that service
15 where you can get it, because it's a -- you know, it's something
16 that you need, and something that we don't have here. So I get
17 that. That does not escape me.

18 MR. SKYERS: Well, now remember now, you made sure that we
19 structured the criteria in such a way that it heavily
20 incentivized the grant pursuants and the recipients to use
21 Riviera Beach --

22 COMMISSIONER HUBBARD: Absolutely.

23 MR. SKYERS: I thought you were coming at this from a
24 different scenario. You know, of -- you had me a little
25 confused.

1 But to establish the point, yeah, they're structural
2 bureaucratic incentives that will supersede what we know to be
3 typical business relationships. Because business is predicated
4 upon relationships.

5 So if for instance a local entrepreneur here looks at this
6 grant program and he -- he or she wants to pursue the grants,
7 and he looks at the criteria and determines that, oh, I can
8 incentivize infinitely more to use a Riviera Beach contractor, I
9 guarantee you that money will dictate that whole relationship
10 that, you know, to the point where he'll bypass whoever he --
11 whatever contractor he probably had a relationship with, to
12 select a Riviera Beach local contractor. You ensured that in
13 the structure of the criteria. You made sure of that.

14 So I -- but for -- I don't know what else we could do. I
15 mean we -- I think we -- I think it was such that the
16 probability of somebody using an outside contractor,
17 mathematically, was one in maybe 64, when we did the
18 calculation. It was -- it's skewed so heavily that it will give
19 every Riviera Beach contractor who is within the program a
20 really good opportunity to get some of these, you know, these
21 contracts.

22 COMMISSIONER HUBBARD: Well, two things I'll say to that.
23 One, when you -- when I started to mention diversity you started
24 talking about the diverse types of programs that --

25 MR. SKYERS: I misunderstood.

1 COMMISSIONER HUBBARD: -- businesses that are in here. I
2 was willing to just, you know, let that go and make my point
3 around and above the fact that there are no -- you know, that
4 there are very few minority owned businesses in the CRA area.
5 So what I was trying to say and going to say and was willing to
6 say was the mere fact that that exists, at the very least I
7 wanted to see the work that was being done be done by the local
8 contractors. So at least some of the residents, some of the
9 businesses, some of the opportunities will be passed on to the
10 minority participants, if you will.

11 MR. SKYERS: I can't help you conflict the issues. If in
12 fact this needs to be an ethnically driven program then perhaps
13 there needs to be further discussion.

14 COMMISSIONER HUBBARD: Excuse me. Let me say this. You --
15 I hope you would know that I'm not saying that it needs to be an
16 ethic -- an ethic -- I'm -- you're -- that we -- that -- I'm
17 not -- that's not my point.

18 MR. SKYERS: Okay.

19 COMMISSIONER HUBBARD: I'm not trying to talk about
20 anybody's ethnicity and that that's how it needs to be driven.
21 That's not what I was saying at all.

22 I'm talking about the facts -- the mere fact that there
23 aren't very many black businesses in the CRA area, let's make
24 sure that we get some minority participation on one end or the
25 other. And I'm sure that this doesn't escape you, Paul, that

1 you understand what I'm talking about. You know me. You know
2 me very well. So we don't have to play word games and semantics
3 up here.

4 I'm saying merely that since we do not have CRA -- a lot of
5 minorities in the CRA area, at the very least they can get an
6 opportunity to do the work for the people that are receiving the
7 funds.

8 The second thing that I would say to that is this: If you
9 have -- if we have -- and if we have assured from up here that
10 the -- it would be more advantageous for anybody who is a
11 recipient of these funds, that they would benefit by using
12 local, then that's all well and good, that's great, that's good,
13 that's perfect, that's what we want to hear, that's what we want
14 to do. But, you know, I can't sit up here and say that I'm
15 trying to make this more of an ethnic driven program, because
16 that's not what I'm trying to do. I'm trying to talk to you
17 based on what it is. Not what it needs to be. Because if it
18 needed -- we can talk about that all day long, what it needs to
19 be. But I'm talking about what it is. The mere fact is that
20 there are very few minorities in the CRA that own businesses
21 that will be recipients of that fund -- of those funds, as it
22 was in the last round of funds that was issued.

23 So I'm not trying to say -- I'm just trying to say let's
24 work with what we have. And what we have is some people provide
25 the services for the people that's going to get the money.

1 MR. SKYERS: Yes, ma'am. Understood.

2 COMMISSIONER PARDO: Madam Chair.

3 CHAIR MILLER-ANDERSON: Yes.

4 COMMISSIONER PARDO: Okay. So who put this CRA focus area
5 map together?

6 INTERIM EXECUTIVE DIRECTOR EVANS: That just shows there's
7 bonus points programs for --

8 COMMISSIONER PARDO: Why didn't you include the CRA over on
9 the island? That's all blighted.

10 INTERIM EXECUTIVE DIRECTOR EVANS: It includes it. It's --
11 it was designed to show Blue Heron and Broadway, is the two
12 streets that do receive bonus points along those corridors
13 because there's so many vehicles. But the grant is applicable
14 to the entire CRA.

15 COMMISSIONER PARDO: So you don't consider -- do you
16 consider the part of Singer Island that's in the CRA to be
17 blighted?

18 INTERIM EXECUTIVE DIRECTOR EVANS: Blue Heron Boulevard
19 extends over to Singer Island.

20 COMMISSIONER PARDO: Okay. So is this just for our
21 edification? Or is this going to be part of the package for the
22 people that will be coming in?

23 INTERIM EXECUTIVE DIRECTOR EVANS: That diagram was just
24 created for this presentation. It's missing --

25 COMMISSIONER PARDO: Okay. So the diagram is wrong.

1 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

2 COMMISSIONER PARDO: Okay. So you just need to fix it,
3 because the people over there need to know that they're eligible
4 for it, with the same amount of points that the people along the
5 Broadway corridor would get.

6 Does she want to say something?

7 MR. SKYERS: Yeah, she was saying to point out that we sent
8 a flier to every commercial business within the CRA zone. So
9 they're aware of the opportunity.

10 COMMISSIONER PARDO: Okay. Fine. Well, this is what -- we
11 didn't get a copy of that. We got a copy of this.

12 MR. SKYERS: Yeah, made a little mistake there. Sorry.

13 COMMISSIONER PARDO: Thank you.

14 CHAIR MILLER-ANDERSON: It looks like there's a little red
15 up there but maybe it was cut off or something perhaps. On the
16 far top right. A little red on the side there.

17 INTERIM EXECUTIVE DIRECTOR EVANS: Right.

18 MAYOR MASTERS: Over to the right.

19 CHAIR MILLER-ANDERSON: That right, yeah. It's cut off.

20 MR. SKYERS: Yeah, I see the red. Sorry about that. We'll
21 fix that.

22 CHAIR MILLER-ANDERSON: Anyone else?

23 COMMISSIONER HUBBARD: One more comment.

24 CHAIR MILLER-ANDERSON: Mmhmm.

25 COMMISSIONER HUBBARD: Coming from the -- the monies that

1 are coming from the City's side, that -- will there -- let me
2 rephrase that. Will there be monies supplemented to the CRA
3 from the City's side this year?

4 INTERIM EXECUTIVE DIRECTOR EVANS: We are only requesting
5 monies for housing, affordable and workforce housing, not for
6 commercial grants.

7 COMMISSIONER HUBBARD: So you're requesting specific
8 dollars?

9 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

10 COMMISSIONER HUBBARD: So already in your wherever coffers,
11 wherever you get your money from, that's what you're going to be
12 using to do -- that to do this grant project?

13 INTERIM EXECUTIVE DIRECTOR EVANS: This grant project is
14 funded out of this existing year's money. So this -- the budget
15 money -- the money was set aside in the year that we're in
16 currently, and we'll carry it over, and when the -- and that
17 money will be used next year.

18 COMMISSIONER HUBBARD: Okay. Thank you.

19 CHAIR MILLER-ANDERSON: Anyone else?

20 So, Mr. Evans, do you need any other information from us,
21 or you're good?

22 INTERIM EXECUTIVE DIRECTOR EVANS: No, we're good.

23 CHAIR MILLER-ANDERSON: Item number 7.

24 THE CLERK: Discussion item. Marina Village property
25 exchange.

1 INTERIM EXECUTIVE DIRECTOR EVANS: It's in the bottom
2 corner.

3 Thank you.

4 Currently -- this item is a proposed property exchange
5 between the CRA and the other major develop -- property owner in
6 Marina Village, which is Viking Developers.

7 And the current ownership is of small parcels within Marina
8 Village. The area we're talking about is in between Avenue C
9 and Broadway. And the proposed exchange would create contiguous
10 future development sites so that we can attract the kinds of
11 future development that we desire in the future. And the
12 proposed swap would reorganize the parcels which are currently
13 in small, more difficult sizes to develop, into larger, more
14 contiguous sites.

15 This shows our Phase I site plan as it's been built. And
16 it's based on the marina master plan. And the properties that
17 are affected by the proposed swap can be seen in blue as it
18 shades in. And those are the properties between Broadway to the
19 west and Avenue C to the east.

20 And this is the site plan that was approved by the CRA
21 Board and City Council. And then that is currently constructed
22 today. And it shows that these are the future development sites
23 as we'd like to try and develop them in the future.

24 The current property that's owned by the CRA can be shown
25 in red. We own the property which is located on the south side

1 of 13th Street. It's a narrow strip, approximately 40 feet
2 wide, so it has very limited development potential, but it's in
3 the key area. And then we also own three parcels which are on
4 the north side of 13th Street as you drive in. And these are
5 specifically aligned in between the properties that are owned by
6 Viking, which are shown in green.

7 This map -- this is the existing property ownership as of
8 today. So this is -- all of the property that is in green is
9 controlled by Viking; and all of the property that is in red is
10 controlled by the CRA. So as you can see from this diagram, if
11 you look at the north side of 13th Street, all of the properties
12 are intermingled in a sort of checkerboard, which makes it
13 difficult for them to be developed in the future.

14 And on the south side of 13th Street Viking has created
15 some contiguous parcels below old 13th Street. However, the
16 CRA's parcels which are north of that are very narrow and
17 difficult to develop.

18 The proposed exchange is shown on this diagram. And as you
19 can see, it creates the larger contiguous development site on
20 the north side of 13th Street, as it aligns with all of the
21 ownership of Viking; and then it creates a much larger ownership
22 parcel for the CRA that we would control. This is advantageous
23 in that we are, are very close to going out for RFP for the
24 marina district. And Viking has agreed to allow us to -- as on
25 option to participate together for the development of the main

1 block between Broadway and Avenue C.

2 However, another component of the RFP is for the property
3 that we control. So if we were able to complete this swap it
4 improves both the holdings of the CRA and it also improves the
5 holdings of Viking; and it arranges the property consistent with
6 the master plan, which is moving us one step closer as we move
7 towards the build out of the entire Marina Village area.

8 One thing I will point out, the -- in our discussions with
9 Viking, what I would like to do if the Board is -- would like me
10 to bring it back at the next meeting, is to propose a resolution
11 and a contract that would make this property exchange. But it
12 would be consistent -- or rather it would be -- it would require
13 a couple of factors that would have to be -- conditions, rather.
14 And part of the conditions is that Viking would agree to provide
15 the CRA with underground utility burial easements along the
16 Broadway corridor. Currently our Broadway -- that burial
17 project is on hold until we can complete all of our easements.
18 And they have three critical easements that we need to get in
19 order to proceed with that project. So as a condition of this
20 property swap I would say that Viking -- in the agreement that
21 Viking would agree to also provide us those utility burial
22 easements.

23 And Viking proposes an additional condition also, that --
24 so if the CRA Board approved the agreement, that the actual
25 property exchange wouldn't go through until we both got the

1 utility burial easements and the roadway was abandoned.

2 Now that's not an action of the CRA Board. Roadway
3 abandonment can only be done by the City Council. So if those
4 two items were done in the future then those -- then the
5 property swap would actually go forward.

6 Part of the benefit of approving this property swap
7 agreement at the CRA Board level is that allows us to go out
8 with the RFP with the proposed property configuration. Because
9 it allows the CRA to gather our properties which currently are
10 scattered both on the north and the south side of 13th Street,
11 and puts all of the properties that we control into a much more
12 contiguous development parcel, which enhances our holdings and
13 improves the amount of land that we have available, that we
14 would control, for the developers to propose.

15 So I wanted to bring this back for the Board's
16 consideration. It -- if you did direct me to bring this back at
17 a future date, and the CRA Board approved the property swap, it
18 would still be contingent upon the City Council sometime in the
19 future approving the roadway abandonment, and would be
20 contingent on Viking Developers providing the CRA with the
21 needed utility burial easements.

22 CHAIR MILLER-ANDERSON: Do we have any public comment cards
23 for this?

24 THE CLERK: Yes, one, Madam Chair. Bonnie Larson.

25 MS. LARSON: Bonnie Larson.

1 I find it very interesting that whenever Viking wants
2 something from us, they come here, they ask us, and then all of
3 a sudden it's on the agenda tonight.

4 They've taken away some of our parking. They don't want to
5 give us utility easements; unless now they want it and now they
6 want to do it if they get something from us in exchange.

7 That larger property on the top, the green one, we own two
8 small parcels in that. By doing the exchange as Viking has
9 proposed here, they get contiguous property. That's assembly of
10 property.

11 We don't do so well when it comes to assembly of property.
12 Because you see the small strip, now it's partially green and
13 partially red. Well, originally we owned that whole narrow
14 strip. So now we're giving up part of that.

15 Now I'd heard it said that when we want to develop on the
16 marina property we need that property, the one that's now half
17 green and half red, the bigger parcel there, because we can't do
18 anything on just half of it. So this really is not going to
19 help us because now we'll only have half of it again.

20 And then they want to do -- take away -- everything's
21 contingent on them closing that street in between the two
22 parcels.

23 So I see these -- who -- when we have these land swap
24 proposals, who makes the proposal of which properties we swap?
25 Because every time -- and I'm going to say every time -- it

1 seems like they come out ahead. They've got contiguous
2 property, and we never end up with that. We end up with the raw
3 end of the deal.

4 The pink elephant in the room. Why do we never discuss our
5 obtaining the Yachtsman property. My proposal tonight is that
6 we make a motion -- I can't make one but I'm going to make one
7 anyway -- is that we do no more negotiation, no more land swaps
8 with Viking until we get that Yachtsman property. Because
9 they're swapping all the other properties and we've still got
10 Yachtsman sitting there. We're going to end up without
11 Yachtsman, and they're gonna have everything they want. We have
12 no leverage whatsoever.

13 On that green strip at the top, of course they want it in
14 one parcel. But now we're in a good position because we own two
15 little parcels of it. So there we go. That would be beneficial
16 to us.

17 We give it to them, they're assembling properties. We are
18 not. We never end up at the good end of the deal. Because I
19 think they're the ones who tell us what properties they want to
20 swap and not swap, and what they're going to give it to us.

21 The burial -- they didn't want to give us the easement
22 burial. Question about that. How come our properties all have
23 easements which we have no say over yet we have to get an okay
24 from them to use their easement property. I don't understand
25 that. Now they want to give it to us for \$10,000.

1 And I do not believe -- we were told by Treasure Coast that
2 all these properties and telephone lines would be buried. I do
3 not believe that's possible. I don't believe it's possible
4 because everyone along Broadway would have to give up their
5 easement property. And those businesses are right on the
6 sidewalk. They don't have any property to give up. So I don't
7 believe that's possible. I think we were led astray by Treasure
8 Coast.

9 So who cares about their easement property? It isn't doing
10 us any good.

11 Let's make a motion tonight, no more land swaps until we
12 get something that we want, the Yachtsman.

13 Thank you.

14 CHAIR MILLER-ANDERSON: Thank you.

15 Do you have any questions, concerns, from the Board?

16 COMMISSIONER HUBBARD: I'd like to hear what -- Scott, tell
17 us about -- Scott, tell us about the Yachtsman and the potential
18 of doing something like that.

19 INTERIM EXECUTIVE DIRECTOR EVANS: For the last, I would
20 probably guess about ten years, the City has been in discussions
21 with Viking about potential ways to acquire the Yachtsman.
22 We've had the property appraised. Its appraised value is --
23 right now is approximately about somewhere between 1.8 and 1.9
24 million.

25 Viking has invested a large amount of money to purchase it.

1 I believe the purchase price was over four million dollars in
2 the past, and that was some time ago, and they've been caring
3 the property since then. So we've -- over the past ten years
4 we've been unable to come to an agreement on the Yachtsman.

5 This proposed property swap is not a solution to all of our
6 issues in development. However, it does move -- it removes --
7 it eliminates the checkerboard which currently exists, which
8 prevents either party from developing the sites in Marina
9 Village. Which has been the situation for the last ten years.
10 So this would take one step. And there's many more to take in
11 trying to create the development parcels that would facilitate
12 future development. Because as long as it's small uncontiguous
13 lots we can't develop any of the property. So this is just a
14 small spot. It doesn't include the Yachtsman. We haven't been
15 able to come to agreement on that. Although they have given us
16 a lease to utilize it right now. Which it helps provide parking
17 for our Event Center. And so this -- this doesn't include the
18 Yachtsman but it's a small step to try and align the properties
19 in Marina Village towards the future.

20 COMMISSIONER HUBBARD: I wanted to ask you: If the -- if
21 the Yachtsman is sitting, you know, right in the middle of us,
22 our movement, our movement into Phase II, then doesn't that
23 become a very pertinent and urgent discussion for us to move
24 forward with Phase II?

25 INTERIM EXECUTIVE DIRECTOR EVANS: So Phase II as it's

1 currently -- the strategy is, is that we would take all of the
2 land that we control, which does not include the Yachtsman, but
3 it's enough land to do a large development down at the marina.
4 And we would have the development community give us proposals to
5 develop the land that we control. And then we would also create
6 an option for the development community that if we did control
7 the Yachtsman and we did control all of the properties in the
8 block between Broadway and Avenue C, between 13th Street and
9 12th Street, the developer can then also give us an option of a
10 type of development that he could do if he did control all of
11 those properties in addition.

12 So that way we can -- when we evaluate the RFP responses we
13 can consider what's available on the property that we can
14 control. And if we so desire, if we're unable to come to
15 agreement with Viking, then we could move forward in that way.
16 And then we could -- that will also give us the option to come
17 back to the table with Viking, with potentially a third party
18 developer, to try and come to an agreement to purchase or
19 long-term lease the Yachtsman and other Viking properties.

20 COMMISSIONER DAVIS: Madam Chair.

21 COMMISSIONER HUBBARD: One --

22 CHAIR MILLER-ANDERSON: Hold on. Ms. Hubbard.

23 COMMISSIONER HUBBARD: One more question, Mr. Davis.

24 The land that we received the notice about, that -- from
25 Viking, I guess, it was going to have to be gated off because

1 for insurance purposes --

2 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

3 COMMISSIONER HUBBARD: -- which property is that?

4 INTERIM EXECUTIVE DIRECTOR EVANS: That would be the
5 lower -- actually, the center red square on this screen.

6 COMMISSIONER HUBBARD: Okay.

7 INTERIM EXECUTIVE DIRECTOR EVANS: So if we do the property
8 swap we would actually gain control -- once it went through --
9 of the property that's directly across from the Yachtsman site.

10 COMMISSIONER HUBBARD: Okay. Okay. Go ahead, Mr. Davis.
11 Madam Chair.

12 CHAIR MILLER-ANDERSON: Go ahead.

13 COMMISSIONER DAVIS: I mean I can support the swap, you
14 know, if it puts us in a good position as far as putting
15 together some property for a master developer to do a lot of the
16 retail, the private development that we also need.

17 As we're all sitting back and watching the Event Center,
18 and no parking, and make nothing, you know, it's very important
19 that we do something to move forward in the right step.

20 But I don't want to say too much as far as our position and
21 some of the potential negotiations we can do in the public,
22 because we still have to do quite a bit with Viking moving
23 forward through this entire process. I think we need to be very
24 careful on how much and how far we talk about our strategies in
25 the public eye.

1 CHAIR MILLER-ANDERSON: Anyone else?

2 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

3 CHAIR MILLER-ANDERSON: Mmhmm.

4 VICE-CHAIR DAVIS JOHNSON: Mr. Evans, you mentioned that --
5 I'm sorry. You mentioned that the swap would be contingent upon
6 us getting the easements and also the abandonment of 13th
7 Street?

8 INTERIM EXECUTIVE DIRECTOR EVANS: Of old 13th.

9 VICE-CHAIR DAVIS JOHNSON: Old 13th Street.

10 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

11 VICE-CHAIR DAVIS JOHNSON: Which that property goes right
12 next to where that gas station is?

13 INTERIM EXECUTIVE DIRECTOR EVANS: The -- this would just
14 be the portion of old 13th that's between Broadway and Avenue C.
15 And it's that narrow -- if you see how the -- right now the
16 two -- on the south side of 13th Street -- I apologize. My
17 clicker is not working. But it's -- it's just that -- you can
18 see old 13th Street is the strip that's splitting the center
19 parcels there. So if we abandon it, that's what allows those
20 parcels to become larger development sites.

21 And the abandonment of the street of course helps the CRA
22 and our land holdings also. And the master plan for the project
23 has always envisioned that eventually old 13th Street would be
24 abandoned.

25 VICE-CHAIR DAVIS JOHNSON: So you're saying to me that the

1 abandonment is for the benefit of both parties?

2 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

3 VICE-CHAIR DAVIS JOHNSON: Thank you.

4 COMMISSIONER HUBBARD: Well -- Madam Chair.

5 CHAIR MILLER-ANDERSON: Go ahead.

6 COMMISSIONER HUBBARD: Well, I guess before, before I'm
7 ready to agree in total to the swap, there's a couple things
8 that I want -- that I think that I want to get some information
9 on and find out about, is the -- one is the old 13th Street.
10 The easements, where they're located, and what -- where would
11 the parking garage go? What would the interest that the Viking
12 would have with that old motel inside the marina? For the, for
13 the full development. And that's what, that's what I'm looking
14 at. And I just, you know, I just want us to I guess do a better
15 job of moving forward with Phase II than we did with Phase I.
16 And I think that this land swap is going to be very important to
17 the whole deal. So -- well, I guess we aren't voting on it
18 tonight, we're just making a discussion. And those are the
19 things that I'm going to go out to get more information on.

20 COMMISSIONER PARDO: Madam Chair.

21 CHAIR MILLER-ANDERSON: Go ahead.

22 COMMISSIONER PARDO: Okay. So at this point I'd like to
23 make a motion to have staff work out an agreement for the swap
24 and bring it back to us. By sometime in September.

25 COMMISSIONER DAVIS: Second.

1 COMMISSIONER HUBBARD: The swap as it is? Madam Chair? I
2 mean through you, Madam Chair.

3 COMMISSIONER PARDO: The swap as staff has presented.

4 CHAIR MILLER-ANDERSON: Is there a second?

5 COMMISSIONER DAVIS: I seconded it.

6 CHAIR MILLER-ANDERSON: You did? Okay.

7 COMMISSIONER DAVIS: I just want to -- I just want to --
8 yeah, okay. I want you to understand, I second but it still has
9 to come back before the Board.

10 COMMISSIONER HUBBARD: They can bring it back. But I guess
11 as it, as it stands -- I agree that they can bring us something
12 back. But I think that there are some key issues that we're
13 missing here, that we should for our economic purposes or our
14 future development look into.

15 So let them bring it back. I guess it's not going to hurt
16 us for them to work it up and bring it back.

17 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

18 CHAIR MILLER-ANDERSON: Go ahead.

19 VICE-CHAIR DAVIS JOHNSON: And I believe that this would
20 provide us an opportunity to do some additional due diligence
21 because we had concerns -- we both had concerns with regards to
22 the abandonment as well as the easement.

23 So this -- when are we talking in September? So that we'll
24 know how much time we have in order to conduct any review or due
25 diligence.

1 INTERIM EXECUTIVE DIRECTOR EVANS: I could have it to the
2 Board at the September 13th meeting.

3 COMMISSIONER PARDO: Or maybe the end of September. That
4 will give -- I think that might give you and everyone else
5 enough time -- the end of September.

6 INTERIM EXECUTIVE DIRECTOR EVANS: Okay.

7 COMMISSIONER PARDO: Right? Then everyone has enough time.
8 So you'll be able to bring back -- you know, you heard some of
9 the questions tonight so you'll have the answers, with the
10 agreement.

11 Is that good for you, Mr. Haygood?

12 MR. HAYGOOD: Yes, ma'am. Thank you.

13 CHAIR MILLER-ANDERSON: Anyone else?

14 Okay.

15 (Vote taken.)

16 THE CLERK: Motion carries.

17 (Motion passes unanimously.)

18 CHAIR MILLER-ANDERSON: Item number 8.

19 THE CLERK: Discussion item. Marina Village Phase II
20 development update.

21 INTERIM EXECUTIVE DIRECTOR EVANS: Good evening.

22 We have prepared a new website -- web page that is for our
23 Phase II development opportunity.

24 And before I released it out to the public I just wanted to
25 take a few minutes this evening to go over and provide you an

1 update on the project.

2 And this is the web page. It's not live yet but it is on
3 our website. I had to unlock it with a password.

4 The page is designed to provide information on our upcoming
5 project to interested developers and the public. It's designed
6 to be updated regularly so that anyone who's interested in
7 following our project, receiving additional information, and
8 downloading background information, will be able to easily
9 access it.

10 The site features our key dates related to the upcoming RFP
11 and the development schedule. It shows our project highlights,
12 our goals and summaries. When the RFP is approved and the
13 various future addendums, they will also be posted on the site.
14 They will also include links to the future land use map, to
15 zoning regulations. It will include property ownership
16 information, the Marina master plan, City comprehensive plan.
17 There will be links to our phasing plans, video clips from the
18 Board workshop. You can download items like community goals,
19 watch video of the Marina, also video from our Board workshop.
20 The site will link to various project photos. And when you go
21 on the site you can also click to add your e-mail, and then
22 you'll automatically be added to our e-mail list so that we can
23 update anyone who's on the list every time we change the web
24 page, every time we make an adjustment or an addendum, or
25 approve additional information, you'll be notified via e-mail

1 that that's happened.

2 I would propose that this site would go live August 14th.
3 And we would -- we've received a variety of interest thus far,
4 and contact numbers, e-mail. So we would then go ahead and
5 e-mail everyone who's thus far said they were interested in the
6 project to let them know that the information is online. That's
7 towards opening up additional appointments. So starting on
8 August 25th -- and we would add this to the website through
9 September 1st -- I would make myself available to do walking
10 tours of the site in advance of the RFP going out. And then we
11 could just give all the information -- there's going to be a lot
12 of information that will go live on this page. And that would
13 just give any interested developer who's interested in finding
14 out more information the ability to make an appointment, come
15 in, walk the site, and hear background information in advance of
16 the RFP going out.

17 Because once that goes out there will be a cone of silence
18 and the information will be very limited. So I want to provide
19 an open opportunity for -- to try and generate more interest
20 before the RFP gets issued.

21 And this web page is a key part of our outreach so that
22 once we go live all of the information will be there.

23 Because a lot of preliminary discussions we have is --
24 there's a lot of interest but there's so much background
25 information that I wanted to assemble all of it in one place and

1 make it available; which will help me provide all of that
2 information that the development community is looking for.

3 So I just want to answer any questions you have; and just
4 let you know that we're getting ready to put this information
5 live.

6 And I am proposing that our next meeting, which would be
7 our regular meeting, which would be -- the date would be August
8 30th, that you will get a chance to look at the RFP and
9 hopefully approve it at that time.

10 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

11 CHAIR MILLER-ANDERSON: Do we have any public comment cards
12 for this item?

13 THE CLERK: No, Madam Chair.

14 CHAIR MILLER-ANDERSON: Okay. Go ahead.

15 VICE-CHAIR DAVIS JOHNSON: Mr. Evans, I think it's great
16 that we are centralizing the information so that folks can find
17 it. But one of the things that I noticed right off, that caught
18 my eye, at the very top you talk about optional site visits.
19 With a project of this magnitude do you think that those should
20 be mandatory meetings? Because folks have an idea of who they
21 want to assemble as a part of their team, and they may have a
22 local presence here. So I think that those should be mandatory
23 pre-submission conferences so that they fully understand what
24 our intent is, what our requirements are, the value that we
25 place on local participation and utilization. So everyone gets

1 to hear the same information at the same time. And so therefore
2 by making it mandatory we assure that no one misses any
3 information or are misguided as to what our true intent is and
4 how we want that to roll out.

5 COMMISSIONER DAVIS: Madam Chair.

6 COMMISSIONER PARDO: I agree.

7 CHAIR MILLER-ANDERSON: Go ahead.

8 COMMISSIONER DAVIS: Madam Vice-Chair, so you're saying
9 like one big meeting that he give a tour for everybody to be
10 there at the same time, just one meeting?

11 VICE-CHAIR DAVIS JOHNSON: Mmhmm.

12 COMMISSIONER DAVIS: Okay.

13 VICE-CHAIR DAVIS JOHNSON: Absolutely.

14 And that's both for the --

15 CHAIR MILLER-ANDERSON: For both of those --

16 VICE-CHAIR DAVIS JOHNSON: -- for the pre-submission
17 conference as well as the option of the site visit.

18 CHAIR MILLER-ANDERSON: Anyone else?

19 COMMISSIONER HUBBARD: The RFP will go out on what date
20 again, Mr. Evans?

21 INTERIM EXECUTIVE DIRECTOR EVANS: It will be presented to
22 the CRA Board on August 30th.

23 COMMISSIONER HUBBARD: Okay. Thank you.

24 CHAIR MILLER-ANDERSON: Anyone else?

25 Thank you.

1 Do we have any items tabled?

2 Any public comment cards?

3 THE CLERK: Yes, we have one. Bonnie Larson.

4 COMMISSIONER PARDO: Alright. Come on down.

5 MAYOR MASTERS: Bonnie Larson always has public cards.

6 MS. LARSON: That's right. Despite one councilperson's
7 thoughts I am always trying to keep you on the straight and
8 narrow, I'm trying to bring up things which can keep us out of
9 trouble.

10 Ms. Pardo, I'm sorry you feel like you have to lash out at
11 people. There's only like three, four of us here.

12 COMMISSIONER PARDO: Please. I'm not lashing out at
13 anyone.

14 MS. LARSON: And on that behalf -- Excuse me. It's my
15 time, Ms. Pardo.

16 I would like to suggest that -- Ms. Pardo, it's my time.
17 Thank you.

18 COMMISSIONER PARDO: Keep speaking. No one is --

19 MS. LARSON: Please, Ms. Pardo --

20 COMMISSIONER PARDO: -- stopping you.

21 CHAIR MILLER-ANDERSON: Guys. Point of order. Please.

22 COMMISSIONER PARDO: No one is stopping you.

23 MS. LARSON: Next time we have --

24 CHAIR MILLER-ANDERSON: Public comment. Continue, please.

25 MS. LARSON: Next time we have a closed executive session,

1 if we could have that on another night. Because tonight we have
2 the CRA and there are very few people come anyway, and then it
3 got -- we knew it was going to be shut down anyway. So if we
4 could advertise the correct time when we think the council --
5 because this is why there are only like three or four of us here
6 tonight. Which is not unusual.

7 We just talked about the marina project and swapping
8 parcels -- see, Viking has already left. That's all they're
9 interested in. We talked about swapping properties. In the --
10 in the -- the important parcel is not those on Avenue C. The
11 important parcel is Yachtsman. And tonight, like I said, we
12 just don't want to -- we don't want to discuss that, when we're
13 going to get it.

14 And, Scott, you gave us the -- I -- I interpreted that to
15 mean that they're never going to want to sell it because now
16 we're talking about for the Yachtsman a third party for
17 long-term lease on the Yachtsman. So they don't want to sell
18 that. That's not your fault. They don't want to sell it. But
19 that's going to be the sticking point in the whole marina
20 development, is that Yachtsman property. That's why I don't
21 want to transfer any more property, swap. No, let's hold them
22 to the fire for once. We need that property. That's right in
23 the middle of our development. And they don't want to talk
24 about it. And we keep skirting that issue. We keep saying, oh,
25 we'll talk about it later. They don't want to sell. We know

1 that. And so let's quit dealing with them until they give us
2 that inside property.

3 The parking. Oh, we talked about parking. Mr. Davis, you
4 brought up parking meters and things. We have to think --
5 something we have to think about -- you said at the marina it
6 would be a good idea. But we have to think about the Rafiki
7 Tiki has designated parking spots. And that's probably in their
8 lease that they get so many parking spots. So I don't know how
9 that would work out with the parking meters.

10 Also the property that they're parking on now, which is
11 Spanish Courts -- because Viking just took away our other
12 parking. How would we put -- we can't put parking meters over
13 there. So we got to think about all those things when we talk
14 about the parking meters.

15 Oh. Insurance at the marina. Did I hear they're charge --
16 they're going to -- the developer, the management company wants
17 to charge two million dollars per vessel? Did I hear that,
18 Ms. Hubbard? I think you said that. And I know we had trouble
19 with that before, when the City wanted to put a million dollar
20 insurance policy on each one of the boats down there, which
21 drove out a lot of people because their boats weren't even worth
22 a million dollars.

23 Advertising. I haven't seen any advertising as far as -- I
24 haven't seen any for the marina. So I'll be interested in
25 seeing that too. I get a lot of the local papers and I haven't

1 seen that.

2 Question for Scott. The Dairy Bell needs to be power
3 washed. I mentioned that last time. But they haven't come by
4 to do that yet. And it really would look a lot better. I saw a
5 picture of the Dairy Bell the other day on Facebook; it looked
6 horrendous. That's a historic building. Everybody in Riviera
7 Beach knows it. So let's clean it up a little bit. Give it a
8 power wash.

9 And also the door closures at the Event Center, has that
10 been fixed?

11 Thank you.

12 CHAIR MILLER-ANDERSON: Thank you.

13 Now, since Ms. Larson is the only one with the public
14 comments, she said she had a question -- I didn't hear quite a
15 question. Was that a question or a statement at the end, that
16 you could answer for her? Did you have a response for --

17 INTERIM EXECUTIVE DIRECTOR EVANS: For the Dairy Bell?

18 CHAIR MILLER-ANDERSON: Regarding that issue that she just
19 spoke about.

20 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, we -- I think
21 obviously we need to make a decision, and we're going to -- and
22 this fall we're going to bring back to you a workshop on the
23 entire block. And in the interim we can see if, without
24 spending any great amount of money, but we can try and make it
25 look as less blighted as possible.

1 CHAIR MILLER-ANDERSON: Do we have a report from the
2 executive director?

3 INTERIM EXECUTIVE DIRECTOR EVANS: I have just a couple of
4 quick things.

5 I'm happy to announce that the new Rafiki Tiki is doing
6 well and has established a growing customer base. That's
7 critical to our Phase I project. However, we have received some
8 complaints on their expanding use of the patio area. This
9 includes outdoor garbage, use of banners, planters that don't
10 match the theme of the Event Center. So I just wanted to notify
11 the Board that we're working aggressively to get these items
12 rectified.

13 We hope to continue the success of the restaurant. They're
14 very successful and they're attracting lots of visitors and
15 residents to eat there, which is exactly -- which helps us and
16 them. So we want to continue that partnership.

17 However, we need to make sure that their operations fit the
18 Marina Village brand and our high standards. So we will be
19 working with them aggressively to try and get the patio area in
20 line with the Marina Village theme.

21 Additionally I wanted to mention that the CRA meeting is
22 coming up in August. We have a budget workshop planned for
23 August 28th, and a regular meeting on the fifth Wednesday
24 instead of the fourth, which is Wednesday, August 30th.

25 Thank you.

1 CHAIR MILLER-ANDERSON: Report from general counsel.

2 MR. HAYGOOD: I don't have a report tonight.

3 CHAIR MILLER-ANDERSON: Discussion from the Board. We'll
4 start down on Ms. Pardo's end.

5 COMMISSIONER PARDO: Well, the only thing I'll say is,
6 Scott, thank you for addressing the issues down at the Rafiki
7 Tiki. As you know -- I talked to you about it -- I also got
8 complaints. And I was very disappointed when we had that big
9 event over at the Event Center a couple of weeks ago. It
10 didn't, you know, it didn't look nice. There were dead plants
11 right by the entrance to the Event Center. Advertising for
12 Miller Light beer. You know, there were waste management trash
13 cans out there. So, yeah, definitely it needs to be addressed.
14 So thank you for doing that.

15 And at this time that's all I have.

16 Oh. And I just want to say, Tyler, it's good to see you
17 back here; and hopefully we can start getting things going
18 again.

19 Okay. Thank you.

20 COMMISSIONER DAVIS: Good night.

21 VICE-CHAIR DAVIS JOHNSON: Just a reminder that we will
22 have the ribbon cutting for the Riviera Beach Heights Community
23 Center on Saturday at 10:30 a.m. That is August 12th at 10:30
24 a.m. Hope to see you all there.

25 CHAIR MILLER-ANDERSON: I just wanted to announce the

1 educational event that I'll be having for Riviera Beach third
2 graders on August 26th from 11:00 to 4:00 p.m. The registration
3 forms are at the schools that are listed. All of our Riviera
4 Beach elementary schools, as well as Tate and Wells and
5 Barracuda Bay. So please, please, please, pick up a
6 registration. And you may resubmit it back to the location that
7 you pick it up from or you can bring it here to city hall.

8 We're also looking for more sponsors as well as volunteers.
9 So please be sure to give my office a call. Or you can send me
10 an e-mail at kmliller@rivierabch.com.

11 August 26, 11:00 to 4:00 p.m. You must pre-register.

12 That's it.

13 COMMISSIONER HUBBARD: Okay. We do have a lot going on on
14 the last Saturday before back to school issues. And we will try
15 to make all of the events.

16 On Saturday from 10:00 to 2:00 at Hilltop Baptist Church, I
17 will be partnering with them for a back to school backpack
18 give-away sponsored by the Riviera Beach Fire Department --
19 supported, I should say, by the Riviera Beach Fire Department.
20 So come by the office downstairs or dial 845-3686 to get your
21 name on the list. But we're going to give out backpacks for all
22 ages, with the different groups, and the things that they will
23 need. That's from 10:00 to 2:00 at Hilltop Baptist Church, in
24 the parking lot. From the office of Council District 1. Thank
25 you. See you there.

1 CHAIR MILLER-ANDERSON: Mr. Mayor.

2 MAYOR MASTERS: Madam Chair. Yes. I just want to remind
3 everyone of our Family and Friends Day. We will be celebrating
4 Jamaica Independence, 55 years of their independence. For the
5 first time we will have Zill Entertainment that will bring
6 karaoke to city hall. I'm really excited about seeing that.
7 And I understand that will probably perhaps bring in many more
8 young people. Sounds by DJC-90. And your host will be Houston
9 Williams. And I think Mr. Davis probably knows Houston. He's a
10 young man that's doing a lot of positive things for young people
11 as far as music. And I think he's also doing karaoke at the
12 marina too, rooftop. So we're looking forward to that.

13 The band is called D-W-H-A-S, DWHAS, or whatever, Band.
14 But I understand they're very good.

15 And it's a special guest performance by someone called
16 Mission Ary something. I don't know. But, anyway, it's the
17 17th, Thursday, 6:00 p.m. If it rains we'll be inside in the
18 lobby. If the sun shines we'll be outside in the amphitheater.

19 The office of the mayor is also partnering with one of the
20 fraternities to provide book packs for the children at Lincoln
21 School. And we are also providing two hundred bookbags for the
22 children at Bethune. I think that's second grade and fourth
23 grade.

24 Other than that, have a good evening.

25 CHAIR MILLER-ANDERSON: Do we have a motion to adjourn?

1 VICE-CHAIR DAVIS JOHNSON: So moved.

2 COMMISSIONER PARDO: Second.

3 (Proceedings concluded at 10:03 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 16th
day of August, 2017.



CLAUDIA PRICE WITTERS
Registered Professional Reporter



ADJOURNMENT

The CRA Regular Meeting was adjourned at 10:03 P.M. The minutes were approved
by the Board of Commissioners on _____.

KaShamba Miller-Anderson, Chairperson

Interim Executive Director Scott Evans

/cw
Florida Court Reporting

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: REQUEST FOR THE APPROVAL OF MINUTES-AUGUST 28, 2017 BUDGET
WORKSHOP MEETING

Recommendation/Motion: APPPROVAL

Originating Dept	OPERATIONS MANAGER & PIO	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
8-28-17_CRA_budget_workshop.pdf	CRA BUDGET WORKSHOP MEETING MINUTES-8-28-17	9/5/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/6/2017 - 3:24 PM
CRA Internal Review	Evans, Scott	Approved	9/6/2017 - 3:27 PM

Riviera Beach Community Redevelopment Agency Budget Workshop

Riviera Beach Marina Event Center

190 E. 13th Street

Riviera Beach, Florida

Monday, August 28, 2017

9:37 p.m. to 9:43 p.m.

APPEARANCES:

Chair KaShamba Miller-Anderson

Vice-Chair Tonya Davis Johnson

Commissioner Terence Davis

Commissioner Lynne Hubbard

Commissioner Dawn Pardo

Attorney Michael Haygood

Interim Executive Director Scott Evans

Operations Manager & Public Information Officer Darlene Hatcher

1 CHAIR MILLER-ANDERSON: All right. We're going to go ahead
2 and get started. I want to call to order the Riviera Beach CRA
3 Meeting Budget Workshop, August 28th.

4 Madam, roll call.

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

10 CHAIR MILLER-ANDERSON: Okay. A moment of silence,
11 followed by the Pledge led by Vice-Chair Davis Johnson.
12 (Moment of silence, followed by the Pledge of Allegiance.)

13 CHAIR MILLER-ANDERSON: Let the record reflect Councilman
14 Davis is on the dais.

15 I know we're at the point where it says discussion by the
16 executive director.

17 We just recently wrapped up our special meeting for City
18 Council, and it appears that some of us would like to look at
19 dates and possibly trying to reschedule this budget workshop.

20 So if you all -- well, first of all, do we have -- we have
21 something scheduled for Wednesday already.

22 COMMISSIONER PARDO: How about tomorrow or Thursday?

23 MR. HAYGOOD: We have a problem with publication. We need
24 at least two days for publication.

25 CHAIR MILLER-ANDERSON: So Thursday?

1 COMMISSIONER PARDO: Friday?

2 CHAIR MILLER-ANDERSON: The 6th?

3 THE CLERK: We have a City Council meeting on the 6th.

4 CHAIR MILLER-ANDERSON: On the 7th?

5 I can do the 31st. Somebody said they couldn't do the
6 31st. Thursday the 31st. I can do it. 6:00.

7 INTERIM EXECUTIVE DIRECTOR EVANS: Can we advertise?

8 THE CLERK: Yeah, we need at least 48 hours.

9 CHAIR MILLER-ANDERSON: That works.

10 THE CLERK: I'm not sure of the deadline for the Post. I
11 would have to check with the Post. I'm not certain.

12 MR. HAYGOOD: So in other words --

13 CHAIR MILLER-ANDERSON: The Post has -- the advertisement
14 in the Post has to be 48 hours? Or just our by --

15 THE CLERK: The Agency's by-laws states 48 hours.

16 CHAIR MILLER-ANDERSON: Any publication?

17 THE CLERK: In a circulatory publication that's available
18 to the public. I just don't know the cut-off times for the Post
19 to get the notice in --

20 CHAIR MILLER-ANDERSON: But if we post it publicly in our
21 building, that doesn't count?

22 MR. HAYGOOD: No.

23 INTERIM EXECUTIVE DIRECTOR EVANS: Tonight was an
24 advertised meeting though. Can we set the date tonight at this
25 advertised meeting?

1 MR. HAYGOOD: Well, I guess you could adjourn the meeting
2 to a time certain. You could probably get away with doing it
3 that way. Well, not get away with it. So tonight you would set
4 it for a date -- tonight you would reschedule the meeting or
5 adjourn it to a time certain.

6 COMMISSIONER DAVIS: A continuation of this meeting, right?

7 MR. HAYGOOD: Adjourn, yes.

8 CHAIR MILLER-ANDERSON: So we should go ahead and start the
9 meeting.

10 MR. HAYGOOD: Which you have. And then you should
11 make a -- by motion you should move that the meeting be
12 adjourned to a time certain, whatever time certain.

13 CHAIR MILLER-ANDERSON: All right. So do we have a motion
14 to --

15 COMMISSIONER HUBBARD: I move that we adjourn this meeting
16 to a time certain, which is August 31st at 6:00 p.m.

17 COMMISSIONER DAVIS: Second.

18 INTERIM EXECUTIVE DIRECTOR EVANS: The only other thing we
19 have to do is we have to check to make sure that this facility
20 is available on Thursday.

21 COMMISSIONER HUBBARD: Ah-ha.

22 CHAIR MILLER-ANDERSON: Can we find that out now?

23 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

24 CHAIR MILLER-ANDERSON: All right. Madam Clerk.

25 THE CLERK: Can I get a second?

1 CHAIR MILLER-ANDERSON: He seconded it.

2 THE CLERK: Motion carries.

3 (Motion passed unanimously.)

4 CHAIR MILLER-ANDERSON: All right. Do we have a motion to
5 adjourn?

6 COMMISSIONER DAVIS JOHNSON: So moved.

7 COMMISSIONER DAVIS: Second.

8 (Proceedings concluded at 9:43 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 4th
day of September, 2016.

CLAUDIA PRICE WITTERS
Registered Professional Reporter

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: REQUEST FOR THE APPROVAL OF MINUTES-AUGUST 31, 2017 CRA BUDGET
WORKSHOP

Recommendation/Motion: APPROVAL

Originating Dept	OPERATIONS MANAGER & PIO	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
8-31-17_CRA_budget_workshop.pdf	8-31-17 CRA BUDGET WORKSHOP MEETING MINUTES	9/5/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/6/2017 - 3:25 PM
CRA Internal Review	Evans, Scott	Approved	9/6/2017 - 3:27 PM

Riviera Beach Community Redevelopment Agency Budget Workshop

Riviera Beach Marina Event Center

190 E. 13th Street

Riviera Beach, Florida

Thursday, August 31, 2017

6:13 p.m. to 7:40 p.m.

APPEARANCES:

Chair KaShamba Miller-Anderson

Vice-Chair Tonya Davis Johnson

Commissioner Lynne Hubbard

Commissioner Dawn Pardo

Attorney Michael Haygood

Interim Executive Director Scott Evans

Operations Manager & Public Information Officer Darlene Hatcher

1 CHAIR MILLER-ANDERSON: I want to call to order the Riviera
2 Beach Community Redevelopment Agency Budget Workshop on August
3 31st, 2017, 6:00 p.m.

4 Madam Clerk, roll call.

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

10 CHAIR MILLER-ANDERSON: We'll have a moment of silence,
11 followed by the Pledge of Allegiance led by Councilwoman Davis
12 Johnson.

13 (Moment of silence followed by the Pledge of Allegiance.)

14 CHAIR MILLER-ANDERSON: We'll have a discussion by the
15 executive director.

16 INTERIM EXECUTIVE DIRECTOR EVANS: Good evening.

17 CHAIR MILLER-ANDERSON: Good evening.

18 COMMISSIONER PARDO: Good evening.

19 INTERIM EXECUTIVE DIRECTOR EVANS: Tonight is our second
20 budget workshop, and I'm pleased to present both our budget and
21 our work plan. The CRA staff has worked diligently to produce a
22 budget that implements both new and existing programs for next
23 year and to pursue redevelopment of our city and our
24 neighborhoods and try to make a recognizable difference as we
25 move forward.

1 This year our budget includes our work plan; and this means
2 that we've included expanded descriptions of the programs that
3 we'd like to implement, and schedules so you can follow along
4 with our initiatives as we try to move forward.

5 This is a continuation of our meeting which was opened and
6 adjourned on August 28th. So we have reserved two further
7 meetings: One on September 13th for review and approval of the
8 budget, and a reserve date of the 27th in case we need to make
9 further changes.

10 The agenda for tonight's workshop. We'll provide you with
11 an overview of our 2018 budget, and include a discussion of the
12 major changes that we're proposing from last year. CRA staff
13 will also take some time to review some of our proposed new
14 partnerships and our programs that we've included in the draft
15 budget for your consideration.

16 And this year you'll find that we've expanded our housing
17 initiatives, that we hope will position the agency to become a
18 major partner for Palm Beach County's workforce and affordable
19 housing initiatives. They recently had a large summit. And we
20 are expecting some major initiatives to come forward from the
21 County this year. And this new funding will put us in a very
22 good position I believe to capture some of those future dollars.

23 Unfortunately Annette Jenkins, who was with us on the 28th,
24 is on vacation today so she won't be able to join us. She had a
25 flight she couldn't adjust, but I will do my best.

1 Our TIF revenue, this comes primarily from two sources.
2 It's up to 8.46 million this year. And our two sources are Palm
3 Beach County and the City of Riviera Beach. And this is the tax
4 dollars that has increased above the base. So when the CRA was
5 created in 1984 they set a base, and that base amount of taxes
6 continues to go to the City and to the County; and then the
7 amount above that base is what comes to the CRA each year.

8 And our TIF continues to grow. This chart shows the
9 revenue trend for the CRA. It's increased over \$700,000 this
10 year, which is a positive trend. And you can see that we've had
11 gradual growth between the years of 2015 and 2018.

12 The purpose and the goal of the CRA ultimately is to
13 improve property taxes and to provide for affordable quality
14 housing in improved neighborhoods while doing that. So
15 ultimately as our tax revenues continue to go up, that's a good
16 measure of our success and it allows us to continue to reinvest
17 more dollars into the district.

18 The planned expenditures for this year are shown on the
19 above chart. The CRA's largest annual expense is our debt
20 service. That accounts for over three million dollars per year.

21 The administrative salaries account for approximately six
22 percent of our budget this year.

23 And our second largest category will be our efforts to
24 increase our affordable housing programs, and followed by our
25 managing of the Marina Village enterprise.

1 This is a list of our debt service. The Wachovia note is a
2 debt that's through the City of Riviera Beach. We transfer the
3 payment to them. And that's for a debt that the CRA incurred in
4 the early 2000s.

5 The Ocean Mall debt, that is -- what started as 10.4
6 million dollars for the improvements to the Ocean Mall property.
7 That note has been deferred so we won't start payment of that
8 until a future date. The City did indicate to us that they
9 would like for the CRA in the future to begin to make payments
10 on the Ocean Mall debt. And I'll come back to that later in the
11 presentation because I think that in the future we will be able
12 to do that.

13 And then our BB&T, which is broken up into three different
14 debts makes up the balance, which is -- this year will be about
15 3.2 million dollars.

16 This is our organizational chart. It includes the Event
17 Center and our Clean and Safe team. And our Clean and Safe team
18 this year is split up into working in the general CRA and then
19 in the Marina Village enterprise. And within the Marina Village
20 enterprise we've also separated them into three different cost
21 centers so we can identify the cost of working on for example
22 Bicentennial Park, the assistance provided to the Event Center,
23 and the work that they do in the Marina Uplands.

24 As part of the proposed changes the CRA would no longer
25 lease the Uplands from the City. So that means that eventually

1 the management of the Uplands, those costs would fall upon the
2 City. And my proposal to the city manager and in this budget is
3 that the CRA will manage -- and will need to complete a
4 management agreement -- the Marina Uplands for this year; and
5 we've budgeted the funds to continue to do so. And as we
6 negotiate with the City if they would like to take over those
7 that we could then take the savings from the costs of managing
8 the Uplands and apply those to the Ocean Mall debt. So that is
9 a second round of changes that we expect to bring to you
10 approximately in January.

11 This chart shows the major modifications that are the
12 differences between the CRA's budget last year and this year.
13 One of the largest changes is our increase to housing and our
14 neighborhood programs. We've assigned 1.1 million dollars of
15 TIF funding to go towards leveraging future dollars to implement
16 a variety of housing programs, which I'll touch on shortly.

17 I do want to stress though that we feel that it's very
18 important to leverage these funds. So we will be aggressively
19 trying to work with Palm Beach County to use these funds as
20 matching funds to expand the dollars and really make it go a lot
21 farther in our affordable housing programs in our neighborhoods.

22 And we'd also like to expand provision of our homeowner
23 grant program.

24 COMMISSIONER PARDO: Do you want to take questions or wait
25 until the end?

1 INTERIM EXECUTIVE DIRECTOR EVANS: I'll take questions now.
2 That's fine.

3 COMMISSIONER PARDO: Madam Chair.

4 CHAIR MILLER-ANDERSON: Go ahead.

5 COMMISSIONER PARDO: Okay. Scott, the 1.1 million dollars,
6 increase housing and neighborhood programs. Okay. So have you
7 had any discussions with the City about possibly having them
8 partner with you?

9 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

10 COMMISSIONER PARDO: So, you know, instead of using that
11 1.1 million just for a small area, right, for the CRA, if we
12 could do some partnering with the City then we can use --
13 through the CDC we can do programs in other neighborhoods, in
14 Monroe Heights, you know, other neighborhoods throughout the
15 city. Have you had that discussion?

16 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. We talked about
17 internally the best way for that -- for that money to be -- in
18 the best would be for the CRA if they could fund some of the
19 CDC's efforts, because the CDC has the citywide --

20 COMMISSIONER PARDO: Right.

21 INTERIM EXECUTIVE DIRECTOR EVANS: -- outlook and coverage
22 area.

23 And so we've requested that the City help provide dollars
24 so that -- for example our homeowner grant program, which we
25 provide up to \$20,000 for owners of homes to make improvements

1 to their property and to the facade and to their homes,
2 including roof repairs. We'd like to be able to offer that to
3 residents that are outside the CRA boundaries. And if the City
4 makes a contribution to the CDC, then the CDC could provide that
5 grant program. And the administrative costs would be very
6 little because we're already running the program. So we could
7 extend those dollars to -- for residents who live outside the
8 CRA through the CDC to take advantage of that. So we've
9 requested the City -- and I believe they're looking at their
10 budget now. But they haven't been able to confirm if they
11 would.

12 I did speak briefly with Randy before the start of the
13 meeting, and they are -- they would like to participate, but
14 they have not assigned a specific dollar amount to that yet.

15 COMMISSIONER PARDO: Right. Have you had a conversation
16 with the manager about it?

17 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, I did. And he said
18 he's reviewing his budget to see if he could assist the CDC.

19 COMMISSIONER PARDO: Okay. Well, I think it would be money
20 well spent instead of it going -- you know, we'll be able to
21 spread it out throughout the entire city. You know, 1.1 million
22 is a lot of money and if we could leverage that to assist many
23 people...

24 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, if the City
25 provides additional dollars it could go a lot farther.

1 COMMISSIONER PARDO: Thank you.

2 CHAIR MILLER-ANDERSON: I have a question. What's the
3 difference between the Event Center manager position and the
4 events coordinator?

5 INTERIM EXECUTIVE DIRECTOR EVANS: The events coordinator
6 works for the Event Center manager, and they assist in the
7 process of managing this building. And they're also going to
8 help us have an expanded ability to put on CRA events this year.

9 So on September 13th we will have a presentation for the
10 Board of the events that the CRA would like to host next year.
11 For example we'd like to do some movies in the park. We'd like
12 to begin to have some music, a couple of different small music
13 events in Bicentennial Park. And so we're going to bring you
14 that list of proposed events for your consideration.

15 This budget includes \$150,000 in special event dollars.
16 But they wouldn't be spent until you approve an event plan. So
17 we'll bring that to you on the September 13th meeting.

18 CHAIR MILLER-ANDERSON: So what's the difference between
19 the two positions?

20 INTERIM EXECUTIVE DIRECTOR EVANS: The Event Center manager
21 manages the whole building, and the events coordinator assists
22 her in working with the various clients who come in to rent, and
23 also will help us to implement our own events.

24 CHAIR MILLER-ANDERSON: Okay. I guess I don't -- when you
25 say manage the whole building, what does that consist of? It's

1 just renting out the rooms? Or what else happens?

2 INTERIM EXECUTIVE DIRECTOR EVANS: Previously when we just
3 had one person, we just weren't able to keep up with the demand
4 for tours and calls and then having someone on site to meet with
5 people to ensure that the events go well. So we were definitely
6 falling behind. So we reorganized our existing positions so
7 that we could have two people who are specifically assigned to
8 that.

9 CHAIR MILLER-ANDERSON: Okay. So basically like a manager
10 and an assistant?

11 INTERIM EXECUTIVE DIRECTOR EVANS: Mmhmm.

12 Another change that --

13 CHAIR MILLER-ANDERSON: Oh, I'm sorry, hold on.

14 You had a question?

15 COMMISSIONER HUBBARD: Yes.

16 Mr. Evans, the CDC that we have, my -- how much of -- how
17 much money will, outside of the TIF, will the CRA receive from
18 the City of Riviera Beach this year? And what page is that on?

19 INTERIM EXECUTIVE DIRECTOR EVANS: The City -- all of
20 our -- the primary source of our funding comes from the City.
21 So they're providing 5.4 million dollars to the CRA.

22 COMMISSIONER HUBBARD: For this year?

23 INTERIM EXECUTIVE DIRECTOR EVANS: For this year.

24 Other than TIF, that's the only revenue that we have. So
25 those dollars have to be spent within the CRA. So that the

1 additional request to the City is for them to provide a small
2 amount that we could then extend our grant programs to residents
3 who live outside the CRA. And that could also include residents
4 who have some code enforcement issues, that if they're property
5 related that we could also help them address those.

6 COMMISSIONER HUBBARD: If you cannot use the TIF outside of
7 the CRA, how can -- and you're funding the CDC with TIF dollars?

8 INTERIM EXECUTIVE DIRECTOR EVANS: The CDC does receive
9 funding from the CRA. In the proposed budget it's proposed to
10 receive \$300,000 this year. Last year it was three hundred and
11 thirty. And those dollars are required to be spent inside the
12 CRA.

13 COMMISSIONER HUBBARD: Okay. My concern, one, is that we
14 have one CDC that serves the entire city; and not be looked at
15 or assumed that it's under the auspices of the CRA so that
16 everybody can be -- can take advantage of it. But I'm concerned
17 now exactly how we would do that. The CRA gets 5 million
18 dollars and the budget is going to be 5 million dollars, and
19 then for the City to have to put more back into the CDC's pot,
20 one, I'm interested in seeing where would the City get that
21 money from and, two, why would we have to do that in order for
22 the whole city to take advantage of the CDC when, you know,
23 most -- most cities that have a CDC have it for their entire
24 city.

25 The second thing that I saw was -- the question to that is

1 the expansion of just the housing, the million dollars that are
2 going to be spent for housing in the, in the CRA area. What
3 I -- when you talk about the housing, are we talking -- are we
4 just talking about affordable housing, or a continuation of what
5 we just purchased?

6 INTERIM EXECUTIVE DIRECTOR EVANS: This year we'd like to
7 try a few different approaches. One, we'd like to continue the
8 program that we utilized, and improve upon it, that built the
9 five homes last year. So that's where we acquire lots, build
10 new homes, and then we find a -- we get a buyer from our
11 homeowners buyers group. I apologize, that's the wrong name.
12 But we have a group that meets monthly to try and help our home
13 owners get prepared. So we'd like to continue that program.

14 And then I'd also like to introduce a pilot program that
15 helps us try and utilize some private dollars. And we're going
16 to have to work with the County on that. But where we would
17 create a grant that would allow a private developer to come in,
18 purchase a property, renovate it, and then we would potentially
19 put in a Riviera Beach resident in a rent-to-own situation or a
20 direct sale. And that would come from the same homeowners list.
21 Because the CRA has limited dollars and if we have to purchase
22 the entire home and take on the construction -- and we will do
23 some of that -- but we could make our dollars go a lot further
24 so I would like to try to create a pilot program that tries to
25 entice the private development community to take on that and

1 then we could just provide them a grant to make it profitable.
2 And then it would also create more opportunity for our
3 homeowners club.

4 COMMISSIONER HUBBARD: Okay. We can go into that further
5 at another time. Thank you.

6 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

7 CHAIR MILLER-ANDERSON: Mmhmm.

8 VICE-CHAIR DAVIS JOHNSON: You talked about -- good
9 evening, Mr. Evans. You talked about continuing the housing
10 program. And I'm just thinking in terms of properties that may
11 be on the potential list to be demolished, that we can possibly
12 get at a really great value. Are we looking at those types of
13 properties as well? Or are we just looking to outright purchase
14 lots from people who have just been sitting on them?

15 INTERIM EXECUTIVE DIRECTOR EVANS: We have started -- we
16 had some meetings with code enforcement to try and understand
17 where their list of properties are that they might potentially
18 be gaining.

19 I think that we could utilize both city properties and a
20 variety of different ones, not just the ones that we go out and
21 directly purchase.

22 VICE-CHAIR DAVIS JOHNSON: Because I'm thinking, you know,
23 as we ride around the city we see a lot of properties that are
24 boarded up, that are in disrepair, that need to actually come
25 down. And perhaps we can think about having conversations with

1 those property owners or the estate or the -- or possibly the
2 banks, because we know that the banks have quite a few holdings
3 in our area and they are just letting them go to pot. So
4 perhaps we can have conversations with the banks that hold
5 mortgages on those properties and try to work within our ability
6 with them to get them to virtually hand over their properties to
7 us since they've not done anything with it.

8 And then additionally I'm also thinking that perhaps the
9 CRA through the CDC, we can talk about a program with officers
10 who work in the city who may want to become home owners; and
11 that is an added value, having officers in the community. So
12 perhaps your staff can have a conversation with local law
13 enforcement to see if there is an interest. And perhaps we can
14 create a program or phase them into the program as it exists to
15 offer them an opportunity as well to become home owners.

16 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, we can do that. I
17 believe the City used to have a program where they made a
18 contribution to help their employees enter into a program like
19 that.

20 VICE-CHAIR DAVIS JOHNSON: Is that still ongoing or is it
21 no longer an active program?

22 INTERIM EXECUTIVE DIRECTOR EVANS: I think that it is no
23 longer active but we will --

24 VICE-CHAIR DAVIS JOHNSON: So maybe we can look at that and
25 see if there is a real opportunity or a desire.

1 INTERIM EXECUTIVE DIRECTOR EVANS: Absolutely.

2 VICE-CHAIR DAVIS JOHNSON: Thank you, Madam Chair.

3 INTERIM EXECUTIVE DIRECTOR EVANS: This year we were able
4 to reduce our administration and operations budget by \$209,000.
5 Basically we looked at all of the individual line items. This
6 is for the operation of our office primarily. And we were just
7 able to reduce a lot of those line items. Quite honestly most
8 of these savings actually were achieved this year, we just
9 realized that we had under spent and so we were able to reduce
10 the budget. And Darlene did a very good job. She helps oversee
11 our administrative budget. We're bringing you \$209,000 in
12 savings from that particular aspect over -- in comparison to
13 last year.

14 Another major change is we're proposing to increase
15 payments for direct city services. This is the amount
16 of dollars -- this is the dollars that the CRA pays the City for
17 direct services of their staff.

18 At the end of September we'll bring a revision to that
19 existing interlocal, because I would like to change it. I think
20 the way it was written was for a time when we were -- there was
21 a little bit -- the area was gray about what types of services
22 were provided. So our goal would be to have it written
23 specifically for direct services only. So it will list the
24 exact program or the exact help that we will be receiving,
25 rather than a percentage of a department's budget as its

1 currently listed, it would be much more specific to the exact
2 type of help that they would provide.

3 And part of that help would be from an increase in the help
4 coming from the City's Finance Department. And they are here
5 tonight. We would be -- we are required to have a finance
6 director. And Mr. Arnold Broussard has been our interim finance
7 director for the past eight months, and his contract is such
8 that it's -- he's -- he was supposed to come in, help us get
9 through this current year, help us complete our audits, and then
10 help us transition to our new financial system.

11 And in looking at the various systems out there, and the
12 fact that the City is also moving to a new financial system, our
13 recommendation is that the City fills the role of our finance
14 director by overseeing our existing staff. And they will also
15 help -- one of the reports in the audit said that we should move
16 to a new type of software. So we will move to the same software
17 that the City is moving to, and they'll help us with that
18 transition.

19 The CRA dollars are by statute required to be separate, and
20 they will continue to be separate, however the, the -- I think
21 that the City's Finance Department has a lot of good resources
22 with specific government experience that would help guide the
23 CRA as we transition to our new software and as we move forward
24 and try and enhance our finance department.

25 Another change from last year is I would like to introduce

1 to our Clean and Safe a step pay raise program. This is a new
2 evaluation and wage enhancement program which we feel would
3 improve employee retention.

4 Currently our ambassadors come in at twelve dollars per
5 hour. And then they're limited to the regular -- if there is a
6 cost of living adjustment -- and there has been in the last
7 couple of years of 3 percent -- and that's what we're proposing
8 this year. That makes a very small change to that twelve dollar
9 an hour salary. So in order to enhance our retention levels and
10 reward our ambassadors who stay with us long term, and reduce
11 the turnover -- because we have high turnover of our
12 ambassadors. They find jobs that pay more elsewhere and then
13 they move on. So we would like to, if an ambassador receives a
14 positive evaluation then they would get at their -- on their one
15 year anniversary they would qualify for the first step in the
16 step program. And that would provide a 60 cent raise. So it's
17 not a lot but it's something that they can work towards. We
18 think it will help with retention. And then when they reach
19 their second year they would receive another 60 cents raise if
20 they get a positive evaluation. And that would cap out after
21 five years. And the cost to implement that is \$24,000. And
22 then the next year it would only be a third of that, so it would
23 only be about \$8,000 as we moved forward, in order to give them
24 those modest raises that I think will help us with retention and
25 help bring their pay scale a little bit more improved when they

1 compare it to like what the public works department or the other
2 employees of the City might make. So they'll still start at
3 their twelve dollars an hour but each year that they stay with
4 us they'll be rewarded, and we hope that will help reduce the
5 turn over of our ambassadors.

6 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

7 CHAIR MILLER-ANDERSON: Mmhmm.

8 VICE-CHAIR DAVIS JOHNSON: Mr. Evans, will the ambassadors
9 continue -- I used to see them out throughout the CRA area. I'm
10 not seeing them as much as I used to. What's the reason?

11 INTERIM EXECUTIVE DIRECTOR EVANS: Employee turnover is
12 probably the number one reason. So we have been -- we haven't
13 been able to keep all of our positions filled this past year.
14 So we have had to reorient extra ambassadors, especially right
15 now for example, now that the Commission -- the City Council is
16 using the commission -- those increased use is made up for by
17 our ambassadors. So we had to bring some ambassadors who were
18 out working in general CRA area to help in the Marina Village.

19 But once we're at full staff, this budget change only
20 reduces the number of ambassadors working in the CRA by one.
21 And so I think once we get back to being fully staffed you'll
22 see more ambassadors in the general CRA area. Because we are
23 customer service oriented at the Marina Village, so we have
24 events, they're happening, they're ongoing, when we're
25 short-staffed we have to pull the ambassadors from the general

1 CRA area to the Event Center or Marina Village because we don't
2 have the flexibility to run light on staff when we have major
3 events happening.

4 But we do anticipate that we will get back to being all of
5 our ambassadors fully employed. And we're also hoping that the
6 step program ensures that we keep our ambassadors who have been
7 with us for two to three years now, which is only about three or
8 four of them, and hopefully prevents the high rate of turnover
9 that we've been experiencing, especially among the part-time.

10 VICE-CHAIR DAVIS JOHNSON: So I can certainly support that,
11 but I would like to see -- I know that we have -- more often
12 than not our events are weekends and at night. So during the
13 course of the day I'm looking at the compliment of what's
14 proposed for 2018 or what you actually have in 2017. I see
15 Clean and Safe has seven, Marina Village Uplands has two, and
16 Marina Event Center has three and a half. Because we are not so
17 involved during the course of the week, can we not deploy them
18 back out into the community? And then bring them as you said
19 when there is an event and a need for them to be here? Because
20 I saw that as a value added. You know, because you had folks
21 that were -- unlike here at the Event Center or over at the
22 Ocean Mall, you had people that you could actually touch in the
23 community, in the CR -- in the immediate CRA community. And for
24 the residents that I know that are around me, that was something
25 that they became accustomed to. And so I would like to see that

1 re-implemented because they were -- you know, they were doing
2 various things and bringing whatever initiatives that the CRA
3 has in making the community aware of what was going on.

4 So I think that that's beneficial and very much needed.
5 And we certainly want to be competitive when we're looking to
6 have the ambassadors throughout the CRA here at the Event Center
7 and over at the Ocean Mall. I think that that's important
8 because we're saying that we are service oriented, but we need
9 to have a balance of that service.

10 INTERIM EXECUTIVE DIRECTOR EVANS: And we'll make sure we
11 have good cross training so that we can flex the ambassadors out
12 into the community if they're not needed. We will implement at
13 that.

14 VICE-CHAIR DAVIS JOHNSON: Absolutely. Absolutely.

15 Any other questions?

16 COMMISSIONER HUBBARD: Yes. I want to ask about security
17 down here at the Event Center. I know sometimes we have the
18 ambassadors to -- the last one is about 10:00, you said?

19 INTERIM EXECUTIVE DIRECTOR EVANS: Yes.

20 COMMISSIONER HUBBARD: So after that we have security over
21 there on the marina side. But around the whole property and the
22 Event Center do we yet have security for that area?

23 INTERIM EXECUTIVE DIRECTOR EVANS: We used to have security
24 in this building, and they would do tours of the Uplands. But
25 we found that -- we thought we would try to reduce costs,

1 because we already have a security company that's employed by
2 the marina. So I met with the operator, Seven Kings, and
3 their -- Lee Beauchamp is their manager, and we went through and
4 looked at all of the tours that the existing security guard is
5 making. And they agreed to enhance it so that, so that every --
6 he's got a whole map that they pull up so every few hours he has
7 to go and -- he comes over to the Event Center, he goes down by
8 the beach, he walks through Bicentennial Park. Or rather drives
9 his golf cart. So they are making tours. So we have some
10 security coverage but we don't have a full-time security person
11 currently for the Marina Upland grounds. We're just sort of
12 sharing with the marina operators.

13 COMMISSIONER HUBBARD: What about the police? Do we have
14 an idea of how often we get to have the police down in this
15 area?

16 INTERIM EXECUTIVE DIRECTOR EVANS: I -- other than the fact
17 that it's just on their regular tours, I'm not certain of what
18 their exact schedule is. It's still a part of the City so they
19 still have their regular patrols. But we could get that
20 information for you so that you can --

21 COMMISSIONER HUBBARD: To find out. Because I think, two
22 things. One, if the marina Seven Kings operation, if they're
23 there, I think we should consider the marina -- the marina is
24 the marina so of course I would think that the security would
25 cover this area. And I'm glad that you had that conversation

1 with them. But we need to find out is there enough patrol by
2 our officers down here.

3 Now someone might tell us, well, no, we don't really get
4 that far, that's not on our regular route. We need to know
5 that, so that we can see if there's any security in the area.
6 We'll really know that if someone gets robbed or hurt over at
7 the restaurant and on our property, then we'll know, but I think
8 we need to be a little proactive and find out. Because we've
9 got to have, you know, some security down here.

10 VICE-CHAIR DAVIS JOHNSON: When you talked about talking
11 with Seven Kings for enhanced security, is that at an additional
12 cost or are they just going to increase what they're currently
13 doing?

14 INTERIM EXECUTIVE DIRECTOR EVANS: They just sat down with
15 us so that we could look at the regular route that their
16 security guards are required to follow. And then they just
17 agreed to make some changes so that they come by the Event
18 Center a little bit more. There was no additional charges.

19 And we just agreed that they would modify their route
20 slightly to make sure that they are spending time -- especially
21 when the Rafiki Tiki first closes. So once they close, it's
22 that time between about 12:30 a.m. and 2:30 a.m. where we had
23 seen a couple of people wondering around the site. And that's
24 actually what prompted me to go and talk to them to try and see
25 what kind of coverage they were making.

1 But, again, it is only once every couple of hours that they
2 make that route, so if we need to increase security we could
3 also look at enhancing or paying them an additional amount to
4 increase that, rather than just bring on our own full-time
5 security guard in the evening.

6 COMMISSIONER HUBBARD: What was it when we had our own?

7 INTERIM EXECUTIVE DIRECTOR EVANS: When we had our own? I
8 believe they came -- actually I'll ask the -- someone from Clean
9 and Safe to give us an update on security.

10 MR. McLEOD: It was running us about \$2400 a month for the
11 service.

12 INTERIM EXECUTIVE DIRECTOR EVANS: And what hours was that?

13 MR. McLEOD: And they were from basically midnight until
14 six a.m., seven days a week.

15 It's also important to note that we have 45 cameras up on
16 the campus that are monitored and recorded at the police
17 station, so if any incident occurs we have the ability to pull
18 up that data and see exactly what happened. And we've been
19 working very closely with the police where if we see an issue,
20 for example if you have parking lot lights go out we ask them to
21 do increased patrols because of that. And they've been very
22 accommodating to work with us.

23 COMMISSIONER HUBBARD: Okay. Thank you.

24 VICE-CHAIR DAVIS JOHNSON: Any other questions?

25 Mr. Evans, continue.

1 INTERIM EXECUTIVE DIRECTOR EVANS: The next major change is
2 related to the adjustments of the various interlocal agreements
3 between the City and the CRA. And we will be bringing that back
4 to you in the month of September.

5 The largest one being that we'll eliminate the interlocal
6 that provides program sponsorship dollars. That was about 1.3
7 million dollars per year. And we've been able to eliminate this
8 because most -- the main reason is that our TIF increased by
9 over \$700,000 this year. And as part of streamlining all of
10 those agreements and the various payments that we were sending
11 the City and the City was sending the CRA, we were able to redo
12 our budget without that program sponsorship. And the main
13 reason is because our TIF money has gone up, which meant we
14 would continue to be able to implement all of our existing and
15 some proposed new programs this year and still eliminate that
16 city sponsorship.

17 And the last major change is that we've increased property
18 acquisition dollars by 600,000 this year. And we would like to
19 use these dollars ideally within our neighborhood stabilization
20 and housing program to purchase homes that need to be renovated
21 and turned over to affordable homes -- to affordable owners
22 rather. And also to use that as match money ideally for the
23 future programs that we're hoping Palm Beach County comes out
24 with. So these acquisition dollars, we'll hopefully have them
25 available to leverage additional dollars, and we'll be able to

1 buy lots for our affordable housing program this year.

2 VICE-CHAIR DAVIS JOHNSON: Any questions from the
3 commission?

4 INTERIM EXECUTIVE DIRECTOR EVANS: This is our overall
5 budget. View of our expenditures. I'd like to touch on a
6 couple of items here and then I'll spend a little bit more time
7 to drill down on some of the larger numbers.

8 Starting with our Avenue E corridor revitalization plan,
9 we'd like to issue an RFP to find a firm who will help us plan
10 the future of the Avenue E corridor. And what I wanted to
11 avoid -- the corridor definitely needs new streets, it needs new
12 utilities, and we know it needs new sidewalks. But rather than
13 just do a capital project plan to implement those, we really
14 wanted to look at, well, how can -- if we're going to make those
15 improvements in the future, how do we try and change the entire
16 nature of the street; and does it need decorative lighting; and
17 how do we -- how would that project interact with the various
18 properties and the existing land use and zoning that's on those
19 properties, so that we could try and -- I think that when we do
20 rebuild the street and we put in new sidewalks, it's a major new
21 step. But I think -- I want it to -- and this study will plan
22 for those improvements conceptually. But it will more look at
23 each and every individual property and look at how they might be
24 redeveloped, and how that capital project could really change
25 the overall corridor beyond just the construction of new roads.

1 And the City, I don't believe they've -- they have this in
2 their capital budget that they're proceeding with now. I think
3 it's a future item that they have.

4 But this plan would set the -- set a really good plan to go
5 forward so that in the future when they design the roadway
6 they'll be designing it within an overall plan to try and change
7 the neighborhood, not just redo the streets.

8 COMMISSIONER PARDO: Okay. Madam Chair.

9 So when are you planning on finding someone to help us put
10 a plan together?

11 INTERIM EXECUTIVE DIRECTOR EVANS: I would like them to be
12 working on a plan in January. So in October we'll begin the
13 procurement process to find a...

14 COMMISSIONER PARDO: I agree with that a hundred percent.
15 We need to have a real plan to revitalize that street. It's a
16 very important street. And it could be something great.

17 You know, if you recall seven or eight years ago, remember
18 we had -- what was the architect who originally worked Young
19 Song and he left? The guy from -- what was his name?

20 INTERIM EXECUTIVE DIRECTOR EVANS: Mark Cleary.

21 COMMISSIONER PARDO: Correct. Remember he was coming up
22 with a plan for Avenue E? And he had some great ideas.

23 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. We started to do
24 that about -- a few years ago, and then the project got put on
25 the shelf, yeah.

1 COMMISSIONER PARDO: So I'm all for that. Come up with a
2 great plan on how to revitalize the area.

3 And, you know, that would probably -- you know, once we do
4 come up with a plan I'm sure we could go after grant dollars,
5 because that's real economic development there, and transforming
6 a very blighted street.

7 INTERIM EXECUTIVE DIRECTOR EVANS: Another item up there is
8 our CRA plan update. And this is something that is very
9 important for the CRA to do. All of our activities that, that
10 we implement need to be found in our CRA plan. It's the guiding
11 document. It's what by state statute gives us our authority to
12 implement redevelopment. The last time we updated our CRA plan
13 was in 2011. And that work that went into that plan update was
14 actually done in 2009. So we are now at 2017, which is about
15 eight years later since the work was done; we have a major
16 initiative happening at Marina Village, and we'd like to look at
17 all of our CRA area and update the plan to reflect this Board's
18 direction. And the process would very much involve bringing the
19 new proposals to you to try and get your feedback, and to hold
20 public meetings to do that. So that's the second line item --
21 rather the third line item down, which is to update our CRA
22 plan. And that's important to keep that updated.

23 The next item is Broadway vision plan. The City is
24 undergoing a look, and they're actually, they're now out for
25 request for a proposal -- or I believe for qualifications -- to

1 get a firm to help them update their comprehensive plan.

2 And the comprehensive plan is for the entire city but it
3 has major elements related to the CRA.

4 And as a part of that process they're looking to create a
5 new vision plan for Broadway. And those changes to the comp
6 plan will actually be comprehensive; they're looking at updating
7 the comp plan and the land development regulations and the
8 zoning codes all in one coordinated group of changes. So we'd
9 like -- we just set aside an additional \$25,0000 to participate
10 in that planning and to contribute to it to make sure that, that
11 we make it a really great forward looking project that is really
12 implementable. That would be the major focus that I want to
13 bring to it, is what can we achieve and how can we update our
14 land use regulations to try and get something to happen sooner
15 than later.

16 CHAIR MILLER-ANDERSON: Can I get you to go back for a
17 quick moment and just tell me a little bit about the Avenue E
18 corridor revitalization plan?

19 INTERIM EXECUTIVE DIRECTOR EVANS: Sure.

20 CHAIR MILLER-ANDERSON: Just a little.

21 INTERIM EXECUTIVE DIRECTOR EVANS: We want -- we put these
22 dollars in. We did have a capital project. And I believe it's
23 now, it's a future capital project for the City so when the
24 dollars become available to rebuild the roadway, and to add
25 sidewalks and bike lanes. And we just -- we -- I wanted to do

1 this conceptual study to make sure that we think about the whole
2 corridor. And a lot of the time replacing the roads, doing new
3 street lights is a great catalyst, it can help change the
4 neighborhood. So I wanted to lay out conceptually, you know,
5 where those new sidewalks would go, where should the
6 improvements go, but also look at how those affect the
7 properties, what is the land use and zoning like on the site,
8 and how can we try and change and improve the neighborhood. And
9 if we invest those capital dollars, that's a great start. But I
10 wanted to do a plan that sort of looks -- that lays out what
11 those capital improvements might be, but also looks -- takes it
12 a step further and looks at how we might try to change that,
13 that corridor and the neighborhood.

14 Our Marina Village Phase II is another item under our
15 redevelopment projects and programs. And this is funding for
16 us -- we are embarking upon a process where we will put out an
17 opportunity for the development community to give us proposals.
18 We'll have to evaluate those proposals. Then once we select a
19 developer we'll enter into a six to eight month process to
20 negotiate a development agreement. So all of the legal fees,
21 experts that we need -- I would like to bring in Urban Land
22 Institute and some other consultants to help us bring you the
23 best possible plan. So that's what those dollars are set aside
24 for right now. It's just a set aside.

25 COMMISSIONER HUBBARD: The -- question, Madam Chair.

1 CHAIR MILLER-ANDERSON: Mmhmm.

2 COMMISSIONER HUBBARD: The vision plan and the partnership
3 comp plan, I want to separate the two, the two problems. One,
4 we talked about the Village Phase II plan. And in that plan we
5 were -- I know we were talking about putting it out early. Are
6 we now talking about not looking at it maybe and seeing what we
7 need to do with it, and to continue to put it out as an RFP or
8 RFQ, then maybe look at it so we could see if we could put it
9 out to a codeveloper or something?

10 INTERIM EXECUTIVE DIRECTOR EVANS: I'm still proposing to
11 bring it to you in the month of September --

12 COMMISSIONER HUBBARD: Okay.

13 INTERIM EXECUTIVE DIRECTOR EVANS: -- for your
14 consideration.

15 And I would -- I think that it's going to -- it has to be a
16 partnership, the final deal that we negotiate, because we own
17 the land. So it's going to be a lease. And also because we
18 want to make sure that development helps, helps the city and our
19 businesses and all of our residents.

20 So -- and also, whatever plan that we come up with has to
21 be approved by the CRA Board and by City Council, and then we
22 have to go through the site plan process, so we'll get many
23 opportunities to make sure that the project is what the City
24 Council wants and what the residents want. So there will be
25 many public meetings.

1 But I would -- I'll be proposing to bring that RFP
2 to you -- the budget has taken up a little bit more time than
3 anticipated -- but by the 27th of September.

4 COMMISSIONER HUBBARD: Okay. Thank you.

5 INTERIM EXECUTIVE DIRECTOR EVANS: Some of our smaller
6 economic development programs that we're proposing to implement
7 this year. Comerica Bank has given us some grant dollars. So
8 we would like to put on a series of monthly meetings where we
9 reach out to a small business and try and help them gain access
10 to capital and to grow their business within the CRA. Comerica
11 has agreed to help us provide that. They would just do that at
12 the Clean and Safe office, and it would just be a monthly
13 meeting. And we're still in the preliminary discussions related
14 to that. And that would cost about -- we're setting aside about
15 \$15,000 of CRA money to match their grant.

16 And we're also trying to partner with Junior Achievement.
17 We've been trying to look at who can we partner with to bring
18 programs to our community, to our residents, that the CRA staff
19 can just work on the partnership and then bring in someone like
20 Junior Achievement who could put on some youth entrepreneur type
21 camps, and put on some classes for financial literacy for our
22 teenagers. And we would look to do those either here in the
23 Event Center or at the Clean and Safe building or in the CRA
24 office. And we'll -- and before we implement those programs
25 we'll bring them back to you for approval. And they're small

1 dollar amounts, but we think that by partnering with those
2 groups who are used to putting on these types of programs we can
3 bring good programs that are already created and developed and
4 offer them to our residents.

5 And you can see one of the items is we would just help them
6 market it and help let our residents know -- and when I say
7 residents, all of the city -- that these programs are out there.

8 And of course we would bring them back to you before they
9 start.

10 CHAIR MILLER-ANDERSON: When did you look to get that
11 going, you know, once we approve it?

12 INTERIM EXECUTIVE DIRECTOR EVANS: They would all start
13 either between November and some starting maybe in February,
14 depending on the schedule.

15 We have had the preliminary discussions with Junior
16 Achievement, they have do want to come in, but we haven't set a
17 final, a final date.

18 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

19 CHAIR MILLER-ANDERSON: Mmhmm.

20 VICE-CHAIR DAVIS JOHNSON: Are we looking at possibly
21 including some technology based programs, some other
22 educational -- I think that we should have a good balance. You
23 certainly can have a youth entrepreneur center and Tween
24 Financial Literacy but we also while we're preparing them for
25 that we need to prepare them real world. So let's look at some

1 of those. And I think that we have some organizations here
2 locally, being in Riviera Beach or being in Palm Beach County,
3 that can also offer some services that will be beneficial.

4 INTERIM EXECUTIVE DIRECTOR EVANS: So computers,
5 technology?

6 VICE-CHAIR DAVIS JOHNSON: Mmhmm. I think that's
7 important. Absolutely.

8 You know, there is Estella's Brilliant Bus. Estella
9 Pyfrom. She was a hero, a CNN hero, and she has the bus that is
10 set up for technology. So perhaps we can look to see what
11 relationship we can establish with her.

12 INTERIM EXECUTIVE DIRECTOR EVANS: We will do that.

13 CHAIR MILLER-ANDERSON: Are those pages in here?

14 COMMISSIONER HUBBARD: Can you go back to the screen that
15 you were on before you went to that?

16 INTERIM EXECUTIVE DIRECTOR EVANS: Sure.

17 This is just those -- this one, for instance, lists the
18 costs of the proposed initiatives that I just described with
19 Junior Achievement, with Comerica Bank, and Tween Financial
20 Literacy.

21 So we will reach out to the technology based and bring you
22 back a revision to this that would allow us to expand the
23 program a little bit more.

24 And I think you were -- were you looking for this?

25 COMMISSIONER HUBBARD: Yes.

1 INTERIM EXECUTIVE DIRECTOR EVANS: Okay.

2 COMMISSIONER HUBBARD: The -- well, I'll wait until you get
3 to the last item in the first section. I just want to talk to
4 you about that.

5 INTERIM EXECUTIVE DIRECTOR EVANS: Do you want me to keep
6 going then?

7 COMMISSIONER HUBBARD: Okay. On the small business
8 development fund and the economic development piece, somehow I
9 see that working together. And in the small business loan --
10 and I'd also like to see us actually help to develop, to
11 actually do some development, develop, start some businesses,
12 actually see something going on. I like the program and the
13 classes and the programming side of it, which is very, very
14 important as to persons that are trying to start a small
15 business.

16 But for example we were talking about developing, giving
17 commercial development loans a couple of weeks ago, we were
18 talking about doing it in the CRA area. Are we -- we've done
19 that on the Broadway corridor before, correct?

20 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, we had a program
21 that partnered with One Financial Institution, and the goal --
22 so we have these dollars set aside for -- to make small business
23 loans. And the partnership would be that we put in a certain
24 amount of money and then they bring a certain amount of money to
25 the table so that we can reduce the risk and enhance the

1 availability of capital to our residents.

2 COMMISSIONER HUBBARD: Yes. The -- what I'm suggesting
3 here is for example from the Broadway corridor at the corner of
4 Blue Heron to say the base of the bridge, I'm thinking of that
5 because it's small and concise and compact, that we can look at
6 that to make it active -- I don't know how slow -- how we would
7 slow coming down off that bridge would be. That was always a
8 problem. But once we slow that down for 30 minutes like they do
9 at the light in my neighborhood before you can get out, if we
10 slow that light down for 30 minutes, then what we could do is
11 make that a walkable, slow, you know, interactive where people
12 could cross the street, do things. You got a lot of little
13 business -- you've got a lot of commercial space there. And
14 then what we could say to the owners of those businesses, we're
15 going to invest in the people that come to start the business
16 even though it might enhance your facility. But we're talking
17 about, you know, businesses that we want to see, eateries,
18 shops, you know, things to do. You know, even, even -- we have
19 those people that are coming -- you know, that are looking for
20 things to do off the ships and stuff. All of them -- you know,
21 we've saturated the other end of Broadway with marine
22 businesses. And we've invested in those. We had a little
23 commercial grant program for them. I'd like to turn the corner,
24 see us go Broadway and -- from Broadway to the base of the
25 bridge on Blue Heron, and let's try to make something happen,

1 something, you know, that we can see some development, that we
2 can actually see something going on.

3 I know everybody's proud of the marina and everybody's
4 proud of the building. But we could actually see some people in
5 business, doing business and starting business, if we tried
6 something small like that first.

7 COMMISSIONER PARDO: Madam Chair.

8 CHAIR MILLER-ANDERSON: Go ahead.

9 COMMISSIONER PARDO: Okay. So we did invest in a couple of
10 those businesses. And I believe we invested in two of them when
11 we started the program, and I think they went out of business.

12 But either way, I agree with you, but what I think the
13 staff needs to do -- a gentleman from Texas came into town and
14 purchased the Comerica building and that whole strip mall. So
15 we need to find out from him what his plans are. And if his
16 plan is for that property just to sit like it's sitting right
17 now, then we definitely need to reach out to those businesses
18 and see how we can help them.

19 But, you know, I really think that you guys need to sit
20 down with that guy and find out what his plans are.

21 Were you aware of that, that he had come in? He bought
22 those buildings like two years ago, two or three years ago.

23 COMMISSIONER HUBBARD: I know Good Way Printing has sold
24 out. I didn't know that the others were bought by the small
25 gentleman.

1 COMMISSIONER PARDO: Yeah, Comerica, all the way down.

2 COMMISSIONER HUBBARD: Wow.

3 COMMISSIONER PARDO: The Cobbler, all of that.

4 COMMISSIONER HUBBARD: We have to be more proactive.

5 That's something we could have done.

6 INTERIM EXECUTIVE DIRECTOR EVANS: That actually reminds me
7 of another program. And it's not in this budget but it's
8 something that I would like to bring back to you this year.

9 A lot of CRAs, a major grant that they're able to offer is
10 one that captures future TIF dollars. So if you -- once we have
11 the plan for Broadway, the new vision, and the City Council and
12 this Board has blessed it and said this is what we want for the
13 future, then we can put that out to the development community
14 and say, you know, we've updated our land use and zoning; if you
15 bring a project like the ones that we've listed, that we desire,
16 then you will be eligible for the CRA infrastructure grant
17 program that will look at the -- so we'll do a projection -- so
18 they bring the type of development the Board is looking for. We
19 project the amount of new taxes that that project would bring to
20 the community. And then we take a certain number of years, say
21 it's five years to seven years, and we make that as a grant to
22 the developer, to entice them building the type of project and
23 to bring the kind of value and density that we desire along the
24 Blue Heron and Broadway corridor. And that we have a positive,
25 good tax increment now. And that, what that does is -- so we

1 don't have to budget for that type of grant program because it's
2 funded through future dollars. And if we can give up five to
3 seven years worth of the future tax revenue to attract the
4 development that's much more dense, and that will not only
5 promote other development of similar type but it will allow us
6 to attract those kinds of developments that the Board is
7 interested in.

8 So that will be something that I will be bringing as a
9 follow-up. So once we set the vision, that grant program will
10 allow us to invest the future dollars back in the
11 infrastructure. And then of course once that expires, then
12 we'll get all of those tax revenues in the future once that
13 grant is up after five to seven years. So I just wanted to
14 mention that that's something that would be a follow-up once the
15 new vision is approved.

16 And this year for 2018, under economic development, we'll
17 implement the grant programs that I've already -- that are
18 already underway. And this includes our housing grant program.
19 We'll also provide additional funds to that to continue it.
20 And, again, we requested that the City through the CDC
21 contribute -- we actually already have a list of potential
22 single family home owners who have come out to some of our
23 meetings. And although they're not in the CRA and they can't
24 take advantage of our grants currently, if we do get additional
25 dollars we'll be able to expand that program very quickly.

1 COMMISSIONER HUBBARD: Question. If you get some money
2 from the County then you could use it for the people outside of
3 the CRA area? How about that?

4 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, absolutely.

5 COMMISSIONER HUBBARD: Okay.

6 VICE-CHAIR DAVIS JOHNSON: Will we be -- Madam Chair.

7 CHAIR MILLER-ANDERSON: Mmhmm.

8 VICE-CHAIR DAVIS JOHNSON: Will we be working with the
9 office of Housing and Economic Sustainability to do just that?
10 I know they have their new director in. Have we met with him
11 just yet?

12 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, we have had
13 meetings with them. And we're anxiously awaiting them to
14 release details on their new opportunities.

15 COMMISSIONER HUBBARD: One question. When you were talking
16 about to move forward with the grant program that we were
17 presented with, are you talking still about the commercial grant
18 program?

19 INTERIM EXECUTIVE DIRECTOR EVANS: There's no new dollars
20 for the commercial grant program. We have -- we actually had a
21 kick off event on August 23rd, which was here at the Event
22 Center, we actually had eleven businesses come out. So those
23 dollars would continue to be available for that program, which
24 has now been advertised and we're receiving applications.
25 There's no new dollars for that program in this budget. So

1 the -- but the existing program which we've started would finish
2 out this year. So sometime in December or January this Board
3 would be able to review those commercial programs.

4 COMMISSIONER PARDO: Madam Chair.

5 CHAIR MILLER-ANDERSON: Yes.

6 COMMISSIONER PARDO: But you're still having another
7 meeting in September, correct?

8 INTERIM EXECUTIVE DIRECTOR EVANS: Yes. The applications
9 are due at the end of October. So we have a couple of meetings,
10 including some just open time where they can come in and our
11 staff can help them fill out our their applications.

12 COMMISSIONER PARDO: Right. I think it's September 11th as
13 I recall.

14 COMMISSIONER HUBBARD: Where are those applicants from?
15 The Broadway corridor?

16 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah, I don't have the
17 list right now. I think they're from all over the CRA. I know
18 that we have several from the Broadway corridor. But not
19 exclusively. Anywhere in the CRA you're eligible to apply.

20 COMMISSIONER HUBBARD: I see.

21 INTERIM EXECUTIVE DIRECTOR EVANS: And, again, those will
22 come back before you to consider and rank.

23 COMMISSIONER HUBBARD: And when are they due?

24 INTERIM EXECUTIVE DIRECTOR EVANS: They're due the end of
25 October.

1 COMMISSIONER HUBBARD: Okay. Very good.

2 COMMISSIONER PARDO: How are you advertising it?

3 INTERIM EXECUTIVE DIRECTOR EVANS: We did a direct mail to
4 every business owner in the CRA. We have also advertised on our
5 website.

6 COMMISSIONER PARDO: Is it up on Channel 18?

7 INTERIM EXECUTIVE DIRECTOR EVANS: I believe so, yes.
8 Yeah.

9 And Darlene reminds me that also on our Facebook pages and
10 other social media.

11 The CRA owns property which is located at the corner of
12 Broadway and Blue Heron. And we control -- actually it's a
13 small block. This includes the vacant Dairy Bell site. And we
14 had had a discussion of what to do with the park area that is
15 directly adjacent to the intersection. And the Board feedback
16 at that time was that you didn't want to make a decision on that
17 particular park, that it was more -- you wanted to have an
18 overall view workshop to look at the whole block and what we
19 might be able to do. So I would propose that that will be in
20 this year's budget. And I've already spoken to the firm who has
21 been working on the project. They'll be able to bring it back
22 to you for a more comprehensive look.

23 It's a critical intersection. And I think that if we can
24 improve the property, make a small improvement at the
25 intersection to advertise our great city, and make additional

1 beautification -- that sign is starting to get old, so it does
2 need to be replaced.

3 And then we need to make a decision on what to do with the
4 Dairy Bell property. And ultimately the Board -- it will be up
5 to the Board, but I would recommend that once we have beautified
6 it, that we could then sell the property potentially and then
7 invest those dollars to redevelop another site.

8 COMMISSIONER HUBBARD: What firm is working on that project
9 currently?

10 INTERIM EXECUTIVE DIRECTOR EVANS: The --

11 COMMISSIONER HUBBARD: And what project is it we're talking
12 about?

13 INTERIM EXECUTIVE DIRECTOR EVANS: The firm that -- they
14 have actually done layouts for the parking lot options for if we
15 chose to keep Dairy Bell. It's Gentile Holloway O'Mahoney.

16 So they -- actually it's fairly inexpensive to continue to
17 use them because they've already done a variety of layouts, and
18 we'll just have them come to you and do a larger workshop that
19 sort of brings -- creates a variety of options for you to
20 choose. But not just to look at each individual side of the
21 block.

22 COMMISSIONER HUBBARD: Okay.

23 INTERIM EXECUTIVE DIRECTOR EVANS: We would like to
24 continue our activities, including our -- we've been
25 distributing SmartWater kits to home owners. We have a new

1 smoke alarm initiative that we're implementing in coordination
2 with the City's Fire Department. So we would continue those
3 programs.

4 We would continue our House by House program. This is a
5 fix up, paint up program. And we did receive some feedback at
6 the previous workshop that it's great when we have those days
7 and we bring in volunteers and they make improvements to the
8 houses but occasionally it doesn't always get finished quite the
9 way that the homeowner might have wanted. So as we move forward
10 this year we'll also include some follow-up to make sure that if
11 the volunteer portion of that day that we set up didn't quite
12 get finished or it didn't quite get done exactly the way the
13 homeowner was hoping for, that we can then come in and finish it
14 and to make sure that those projects that we start get completed
15 all the way to the homeowner's satisfaction.

16 And this is -- this lists the various proposed budget under
17 our housing and neighborhood stabilization.

18 We would continue to operate our community garden. I think
19 our reset that we implemented this year has gone very well but
20 we need to continue to grow that program. I think we need to
21 bring -- some of the feedback I've received is that we need to
22 have more classes so that we can put on more educational
23 opportunities at the garden. So that's one thing we'd like to
24 improve on.

25 Of course our House by House program, our Smart Home, which

1 I mentioned.

2 You can see our housing beautification. Those are the
3 grant dollars that we have available for the small homeowner
4 grants; those are up to \$20,000 per house. So that's what that
5 line item is.

6 And this breaks down -- this is a combination of the total
7 amount that we would have available. And it includes the 1.1
8 million for housing and then the \$650,000 in acquisition that we
9 would also include to help us capture more County money
10 hopefully, and double or triple the amount of investment in the
11 neighborhoods.

12 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

13 CHAIR MILLER-ANDERSON: Yes.

14 VICE-CHAIR DAVIS JOHNSON: Before we move on from the
15 garden.

16 So I appreciate the work that Dennis Reichel is doing in
17 the community garden, but I believe that we do need a master
18 gardener.

19 INTERIM EXECUTIVE DIRECTOR EVANS: Okay.

20 VICE-CHAIR DAVIS JOHNSON: Because we are constantly
21 challenged to see real growth. And I know that he's there and I
22 know that he's working there, but I don't know that that's his
23 area of expertise. And perhaps he can assist. Because he does
24 help with monitoring the garden, making sure that folks are not
25 in there after hours and that kind of thing. But it's important

1 for me that the community garden is operating in the purpose
2 that we intended, and allowing for the opening and the use of
3 it.

4 I know that we have created a program now to allow the
5 seniors to get in there and to have the beds and to do the work.
6 But I want to be able to see the opportunities that we have for
7 children to get in and to learn about sustainability and fresh
8 fruits and vegetables and that kind of thing.

9 And then the other piece that we have started to do, and it
10 is working really well, folks are seeing the garden as a venue
11 for various functions. And we want to be able to showcase it
12 and to use it as a venue, but we also want it to be a tool.

13 So as you are planning -- and I believe that there is a
14 local master gardener. So we need to reach out to that local
15 master gardener to come in. Let's take a look at what the cost
16 is to contract. But we definitely need to see some additional
17 progress in the garden.

18 INTERIM EXECUTIVE DIRECTOR EVANS: Okay.

19 If we did bring on that additional resource, we could
20 also -- and part of the original concept for the garden is that
21 it would be a training center to build new smaller gardens for
22 residents. And I think that we need to have more outreach to --
23 you can do some training at our garden but then you have to
24 actually physically go out and help the other gardens get
25 established, get underway. So we could also add that component

1 if it's the Board's pleasure.

2 VICE-CHAIR DAVIS JOHNSON: It certainly is mine. I just --
3 I think that we should be very tailored in our focus and once we
4 get the garden to a place of self sufficiency then we can look
5 at the offshoots of other gardens. But I want to get this one
6 right.

7 INTERIM EXECUTIVE DIRECTOR EVANS: This one first.

8 VICE-CHAIR DAVIS JOHNSON: Yeah, I want to get this one
9 right. I want to see it flourish. I want to see folks in it.
10 And I want to be able to have the fruits and vegetables that are
11 growing, which they are but, you know, going out so that folks
12 can exchange and the community can benefit as was intended.

13 INTERIM EXECUTIVE DIRECTOR EVANS: Okay.

14 CHAIR MILLER-ANDERSON: Mr. Evans, where is that page right
15 there, in here? I can't find it.

16 INTERIM EXECUTIVE DIRECTOR EVANS: I'm sorry.

17 CHAIR MILLER-ANDERSON: With the figures on it. Is that in
18 here?

19 INTERIM EXECUTIVE DIRECTOR EVANS: Oh. The picture?

20 CHAIR MILLER-ANDERSON: No. The figures like that. I
21 don't see it.

22 THE CLERK: It's in there. Page 21.

23 INTERIM EXECUTIVE DIRECTOR EVANS: It is page 21.

24 No, not 21. We're looking it up now.

25 CHAIR MILLER-ANDERSON: I mean it talks about the different

1 programs but it doesn't have those figures. I didn't see those
2 figures anywhere.

3 INTERIM EXECUTIVE DIRECTOR EVANS: I'm sorry. That's -- on
4 page 31 is the table that lists all of our uses under the
5 housing program. And it matches the total, the 1.9 million.

6 CHAIR MILLER-ANDERSON: Alright.

7 INTERIM EXECUTIVE DIRECTOR EVANS: So we would like to
8 continue our support of the CDC. Last year we provided 330,000
9 as a contribution to their operations. And this year I would
10 propose to continue that for the amount of 300,000. And they're
11 a certified CHDO, Community Housing Development Organization, I
12 believe that's -- which means that they can get grants, some
13 County dollars, that the CRA and City can't apply for as
14 government agencies. So that's a real value for us to have that
15 organization out there.

16 And they're actually also working on a variety of projects
17 outside the boundaries of the CRA. And we're hoping to partner
18 with the City to implement those going forward.

19 And this just shows one of our houses that we improved.
20 Again, we want to -- recapping here -- but we want to continue
21 our up to \$20,000 home improvement program. This includes
22 facade improvements, property improvements, driveways, painting
23 their houses, fixing roofs, new windows, and just general
24 improvements. And we have a total of \$400,000. And this is a
25 request we've made to the City to try and contribute additional

1 dollars to that program.

2 COMMISSIONER PARDO: Madam Chair.

3 CHAIR MILLER-ANDERSON: Go ahead.

4 COMMISSIONER PARDO: Okay. So this program is just for the
5 CRA area?

6 INTERIM EXECUTIVE DIRECTOR EVANS: The 400,000 is just for
7 the CRA, yes.

8 COMMISSIONER PARDO: Thank you.

9 INTERIM EXECUTIVE DIRECTOR EVANS: Again, our acquisition
10 fund, we've put this under our housing, and we would look to use
11 these to attract additional dollars from the County to purchase
12 individual single family lots to create new affordable housing,
13 and to purchase certain properties that we could then rehab and
14 then transfer to a potential homeowner in our home buyers club.

15 One other thing I want to talk about is the agreement
16 simplification. As you know, the City and the CRA have multiple
17 interlocal funding agreements. And this budget proposed to
18 terminate and replace most of those agreements. We would
19 continue to have a City services one. And so what we -- and we
20 would continue to utilize that to pay the City for their direct
21 staff to service us, including an expanded role for the City's
22 Finance Department.

23 The City is also bringing on under their new budget a new
24 marketing person to do citywide marketing. And we could
25 include -- we are proposing to include a contribution towards

1 that too. I think it's very important to market the entire city
2 as one.

3 One of the agreements that will be replaced is the CRA
4 leases the entire Marina Uplands from the City. And under that
5 agreement any project that the CRA develops is still required to
6 be approved by the City Council. And so it's really not
7 necessary. The CRA -- the project is still in the CRA, we can
8 still continue our efforts to try and find a new master
9 developer and develop it. Ultimately it has to go to get
10 approval of both the CRA and the City Council. So by
11 eliminating that lease the CRA will no longer have that lease
12 payment. And although the lease payment was only -- it was
13 about 1.1 million dollars in previous years, it's set to go up
14 to 2.4 million dollars, which the CRA could not afford. So that
15 would go away.

16 Because we have continuing discussions to happen with the
17 city manager and myself, we have budgeted to continue to
18 maintain and look after all of Marina Village. So even though
19 the lease for the site goes away, we have been maintaining it,
20 it's in our budget, so we've continued to budget those costs.
21 And Mr. Haygood tells me we will need to have some sort of
22 management agreement that could hopefully be added to the one
23 interlocal that replaces all the other interlocals.

24 So I just wanted to clarify. So we have -- we've budgeted
25 to continue to look after all of the Marina Uplands. And the

1 City had requested that could we consider amending the --
2 because right now another payment we have is the -- we have a
3 debt to the City to pay them back for the Ocean Mall debt. And
4 it's deferred to well into the future. So it would be my
5 proposal that when we do negotiate with the City for the gradual
6 well planned them taking over the maintenance of the Marina
7 Uplands, that any cost savings we have we would then take those
8 dollars and begin to repay back the Ocean Mall debt.

9 So we've budgeted for those dollars, we can look after the
10 marina. If we come to an agreement for them to start to look
11 after the marina, say they start to take on the landscaping
12 payments, or perhaps they said we're just going to start by
13 taking over Bicentennial Park, because they already naturally do
14 park programs --

15 COMMISSIONER PARDO: Madam Chair.

16 CHAIR MILLER-ANDERSON: Yes.

17 COMMISSIONER PARDO: Okay. So how are you going to
18 unwind -- and I see Randy is here. So how are you going to
19 unwind that agreement with the City? Because the City went out
20 and bonded that anticipated revenue, right, the lease payments?

21 INTERIM EXECUTIVE DIRECTOR EVANS: Mmhmm. I think because
22 of our improved financial situation we can just cancel those
23 agreements.

24 The City was sending us --

25 COMMISSIONER PARDO: But the City bonded that money.

1 INTERIM EXECUTIVE DIRECTOR EVANS: Correct.

2 COMMISSIONER PARDO: So, Randy, Mr. Sherman, can you
3 just...

4 MR. SHERMAN: Yes.

5 COMMISSIONER PARDO: Okay. So Scott's talking about the
6 payments, right, that agreement that we had; and then you went
7 out, you bonded that money, right?

8 MR. SHERMAN: Right.

9 COMMISSIONER PARDO: The anticipated revenue. And that's
10 how we have our street monies.

11 MR. SHERMAN: Correct.

12 COMMISSIONER PARDO: So when you unwind the agreement with
13 them, what are you doing about the bonds, the bond agreement?
14 So where's the source of revenue then?

15 MR. SHERMAN: If you recall -- and I know it's been several
16 months -- when we had one of our first budget meetings we put up
17 a slide on how much we were paying to the CRA and how much the
18 CRA in turn was paying back to us. And off the top of my head I
19 want to say it was one to two hundred thousand dollars
20 difference. So by eliminating all of it, we actually almost end
21 up in the same place as far as where the bond documents are.

22 COMMISSIONER PARDO: Right. So net/net it was flat?

23 MR. SHERMAN: Right. But the real issue this year -- and
24 credit to Mr. Evans for stepping up on his discussion about
25 continuing to maintain the property this year --

1 COMMISSIONER PARDO: So you don't -- do you have to notify
2 the debt holders that that source is no longer there?

3 MR. SHERMAN: We will -- yeah, we will -- obviously it will
4 be in a qualifier, you know, so it will be in those footnotes.

5 I have talked to bond counsel whether that's a significant
6 event that we would actually have to post along with our
7 continuing disclosure. They're still looking at that at this
8 point.

9 Again, as long as our coverage remains comfortable, they
10 probably don't think we will need to. Because, again, the
11 revenues for that are our nontax revenues; and we have seen
12 increases in those as well since we issued the bonds three years
13 ago. So if our coverage is okay and they really don't see that
14 this is a significant impact to that, then we probably won't
15 have to. But, again, we'll put it all in the footnotes that
16 this has all been unwound.

17 COMMISSIONER PARDO: Okay. So Skip Miller was doing all of
18 that?

19 MR. SHERMAN: Yeah, Skip Miller is our bond counsel, yes.

20 COMMISSIONER PARDO: But we haven't received an opinion
21 yet?

22 MR. SHERMAN: Not official until we see -- we haven't seen
23 the documents yet. You know, as we go through that then --

24 MR. HAYGOOD: It's pretty vanilla.

25 COMMISSIONER PARDO: No, it's not.

1 MR. HAYGOOD: Everything is canceled.

2 COMMISSIONER PARDO: Well, maybe on this side it's more,
3 you know, there's more to it than on the City's side.

4 Okay. That's fine. I just wanted to know exactly what you
5 guys were going to do.

6 If it was just an agreement, it would be -- there's bonds
7 attached to it.

8 INTERIM EXECUTIVE DIRECTOR EVANS: Yes, we definitely have
9 to work through all the potential other consequences that might
10 exist.

11 That concludes our summary.

12 We spent a lot of time on the Clean and Safe program at the
13 previous budget workshop. The Clean and Safe managers are here
14 if you wanted to continue to talk about that. But since we had
15 spent so much time on the last workshop I didn't schedule
16 additional presentations on that.

17 And at this time I'd like to take your further questions or
18 comments.

19 VICE-CHAIR DAVIS JOHNSON: Madam Chair.

20 CHAIR MILLER-ANDERSON: Yes.

21 VICE-CHAIR DAVIS JOHNSON: I'm trying to find the page.
22 You have two different amounts in property acquisition. And I
23 cannot find the page where you list it as 600,000 in one area --
24 where did I see it? Okay. Property acquisition on page 4. We
25 start on page 4 where it says, it says increase property

1 acquisition dollars. It's 600,000 is the total there?

2 INTERIM EXECUTIVE DIRECTOR EVANS: Yeah.

3 VICE-CHAIR DAVIS JOHNSON: Is that what we're increasing
4 to? Because when I see it again on property acquisition, I see
5 just on page 5 there's an additional 50,000. Is that a part of
6 the due diligence process?

7 INTERIM EXECUTIVE DIRECTOR EVANS: So on page 5 we have it
8 at six fifty?

9 VICE-CHAIR DAVIS JOHNSON: On page 4 you have six hundred.
10 Page 5 you have six fifty.

11 INTERIM EXECUTIVE DIRECTOR EVANS: We do have it -- all of
12 the dollars do include due diligence. And that is an error on
13 page 4. It should read 650,000.

14 VICE-CHAIR DAVIS JOHNSON: Okay. I just wanted to make
15 sure of the dollar value.

16 CHAIR MILLER-ANDERSON: Well, we can't adjourn until Ms.
17 Hubbard comes back. She may have questions.

18 See if you see her out there.

19 INTERIM EXECUTIVE DIRECTOR EVANS: I'm sorry, I can't hear
20 over here.

21 VICE-CHAIR DAVIS JOHNSON: Do you have more besides --

22 INTERIM EXECUTIVE DIRECTOR EVANS: No, that concludes the
23 presentation.

24 CHAIR MILLER-ANDERSON: Let's hold on a minute until she
25 comes back. She may have some questions.

1 INTERIM EXECUTIVE DIRECTOR EVANS: While we have some time.
2 I can talk about --

3 COMMISSIONER PARDO: No, that's okay.
4 I'm teasing you, Scott.

5 We've had a lot of talking through this week. You have no
6 idea. Oh, wait, you were here. Monday.

7 We had a meeting last night, it went until almost 11:00.

8 CHAIR MILLER-ANDERSON: Is she here? She's coming?

9 INTERIM EXECUTIVE DIRECTOR EVANS: Conrad did point out why
10 that dollar amount was listed as six fifty on one page and six
11 hundred on the other.

12 VICE-CHAIR DAVIS JOHNSON: Okay.

13 INTERIM EXECUTIVE DIRECTOR EVANS: It's because page 4 was
14 listing the change. And last year we had six hundred -- we only
15 had \$50,000 in property acquisition.

16 VICE-CHAIR DAVIS JOHNSON: We only had 50,000? That was --
17 okay. That's what I thought.

18 CHAIR MILLER-ANDERSON: Ms. Hubbard, we want to know --
19 some people are ready to adjourn, but if you have questions
20 we're here to stay with you.

21 COMMISSIONER HUBBARD: Well, I'd like to go on record as
22 saying I had outpatient surgery so I had to get up and stretch
23 my body.

24 CHAIR MILLER-ANDERSON: I know. That's why I waited for
25 you, so that you can add to it or ask any questions. But he's

1 done with his presentation.

2 COMMISSIONER HUBBARD: No, no. Very good presentation.

3 And I think he answered the questions I had as we went along.

4 Thank you.

5 CHAIR MILLER-ANDERSON: Motion to adjourn.

6 VICE-CHAIR DAVIS JOHNSON: So moved.

7 COMMISSIONER PARDO: So moved.

8 (Proceedings concluded at 7:40 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 4th
day of September, 2017.

CLAUDIA PRICE WITTERS
Registered Professional Reporter

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: MONTHLY VENDOR INVOICES

Recommendation/Motion: APPROVAL

Originating Dept	FINANCE DEPARTMENT	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
--_FORM_--_revised_for_09-27-17_MTG_Invoices_report.pdf	REPORT OF CONSULTAND/VENDOR INVOICES	9/21/2017	Backup Material
FLORIDA_COURT_REPORTING_#173295_\$522.pdf	FLORIDA COURT REPORTING #173295 \$522	9/21/2017	Backup Material
FLORIDA_COURT_REPORTING_#173296_\$36.pdf	FLORIDA COURT REPORTING #173296 \$36	9/21/2017	Backup Material
FLORIDA_COURT_REPORTING_#1732967_\$342.pdf	FLORIDA COURT REPORTING #1732967 \$342	9/21/2017	Backup Material
FLORIDA_FISHING_ACADEMY_#0827_\$2_500.pdf	FLORIDA FISHING ACADEMY #1732967 \$2500	9/21/2017	Backup Material
J_MICHAEL_HAYGOOD_#NC101____NC102_\$6_651.50.pdf	J MICHAEL HAYGOOD #NC101 & NC102 \$6651.50	9/21/2017	Backup Material
LANGTON_ASSOCIATES_#023_\$5_000.pdf	LANGTON ASSOCIATES #023 \$5000	9/21/2017	Backup Material
CONSTANT_COMPUTING_#101288_\$3_147.50.pdf	CONSTANT COMPUTING #101288 \$3147.50	9/21/2017	Backup Material
THE_PALM_BEACH_CONSULTING_GROUP_#2017-08-001_\$7_950.pdf	THE PALM BEACH CONSULTING GROUP #2017-08-001 \$7950	9/21/2017	Backup Material
TORCIVIA__DONLON__GODDEAU__ANSAY_#15117_\$825.pdf	TORCIVIA, DONLON, GODDEAU & ANSAY #15117 \$825	9/21/2017	Backup Material
TORCIVIA__DONLON__GODDEAU__ANSAY_#15268_\$1077.29.pdf	TORCIVIA, DONLON, GODDEAU & ANSAY #15268 \$1077.29	9/21/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/21/2017 - 4:43 PM
CRA Internal Review	Evans, Scott	Approved	9/21/2017 - 4:44 PM

Riviera Beach Community Redevelopment Agency
REPORT OF CONSULTANT/VENDOR INVOICES PAID
TO BE CONSIDERED AT THE SEPTEMBER 27, 2017 BOARD MEETING

9/20/2017

ITEM	VENDOR NAME	EXPIRES	RES #, DATE; PAID ON CONTRACT	REMAINING ON CONTRACT AFTER THIS PAYMENT	INVOICE #	INVOICE AMOUNT
	Approved Contract Maximum					
1	Florida Court Reporting	10/29/2017	Res 2015-33; 9-9-15		173295	\$522.00
	\$15,000	per Cal Yr	\$6,324.00	\$8,676.00	173296	\$36.00
					173297	\$342.00
				SUBTOTAL	\$900.00	
2	Florida Fishing Academy	11/11/2017	Res 2016-19; 10-26-16		827	\$2,500.00
	\$30,000	per yr.	\$25,000.00	\$5,000.00		
3	J. Michael Haygood	N/A	N/A	N/A	NC-101	\$1,033.50
	N/A	N/A	N/A	N/A	NC-102	\$5,618.00
				SUBTOTAL	\$6,651.50	
4	Langton Associates	8/31/2017	RES 2015-29; 8-26-15		23	\$5,000.00
	\$60,000	per yr.	\$60,000.00	\$0.00		
5	Constant Computing	9/30/2017	Res 2016-10 (6-8-16)		101288	\$3,147.50
	\$60,000		\$38,490.75	\$21,509.25		
6	The Palm Beach Consulting Group, LLC	12/31/2017	Res 2017-05 (2-22-17)		2017-07-002	\$7,950.00
	\$60,000		\$43,800	\$16,200.00		
7	Torcivia, Donlon, Goddeau & Ansay	N/A	N/A	N/A	15117	\$825.00
		N/A	N/A	N/A	158208	\$1,077.29

TOTAL OF ALL INVOICES:

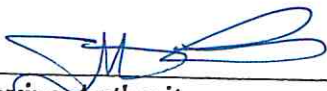
\$28,051.29

Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Florida Court Reporting
 Control No.: Res No. 2015:33 Invoice No.: 173295
 Invoice Date: 8-5-17 Payment Amount: \$ 522.00
 Project Supervisor/Responsible Official: Darlene Hatcher

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	DH
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	DH
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	DH
<input type="checkbox"/> If final payment, have all deliverables been received ?	N/A
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	DH
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	N/A
<input type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	N/A
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	C

The invoice and supporting documentation have been reviewed and it is approved for payment.


 Approving Authority

Date: 6-9-17

<input checked="" type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>2015-33</u> or the Consent Agenda, at its meeting on <u>9-9-15</u> . (If applicable)
--

entered 9-6-17

INVOICE

Florida Court Reporting
2161 Palm Beach Lakes Blvd.
Suite 302
West Palm Beach FL 33409
Phone: 561-689-0999 Fax:

Invoice No.	Invoice Date	Job No.
173295	9/5/2017	124546
Job Date	Case No.	
8/9/2017		
Case Name		
Riviera Beach Community Redevelopment Agency		
Payment Terms		
Due upon receipt		

Scott Evans, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway
Suite 300
Riviera Beach FL 33404

Original transcript of:

8-9-17 CRA Regular Meeting

87.00 Pages @ 6.00 522.00

TOTAL DUE >>> \$522.00

We appreciate your business!

Past due balance in excess of 30 days shall bear interest at the maximum rate allowable by law. Client agrees to pay all costs of collection, including attorney's fees.

Tax ID: 65-0466508

Phone: 561-844-3408 Fax: 561-881-8043

Please detach bottom portion and return with payment.

Scott Evans, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway
Suite 300
Riviera Beach FL 33404

Job No. : 124546 BU ID : WPB
Case No. :
Case Name : Riviera Beach Community Redevelopment Agency
Invoice No. : 173295 Invoice Date : 9/5/2017
Total Due : \$522.00

Remit To: **Florida Court Reporting**
2161 Palm Beach Lakes Blvd.
Suite 302
West Palm Beach FL 33409

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____
Email: _____

Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Florida Court Reporting


Control No.: Res. No. 2015-33 Invoice No.: 173296

Invoice Date: 9/5/17 Payment Amount: \$ 36.00

Project Supervisor/Responsible Official: Darlene Hatcher

	Reviewed/Approved by
<input type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>DSH</u>
<input type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>DSH</u>
<input type="checkbox"/> Deliverables due with this invoice have been received ?	<u>DSH</u>
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>N/A</u>
<input type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	<u>DSH</u>
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>N/A</u>
<input type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>N/A</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>5</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.


Approving Authority

Date: 6-9-17

<input checked="" type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>2015-33</u> or the Consent Agenda, at its meeting on <u>9-9-15</u> . (If applicable)
--

entered 9-6-17

INVOICE

Florida Court Reporting
2161 Palm Beach Lakes Blvd.
Suite 302
West Palm Beach FL 33409
Phone:561-689-0999 Fax:

Invoice No.	Invoice Date	Job No.
173296	9/5/2017	124609
Job Date	Case No.	
8/28/2017		
Case Name		
Riviera Beach Community Redevelopment Agency		
Payment Terms		
Due upon receipt		

Scott Evans, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway
Suite 300
Riviera Beach FL 33404

Original transcript of:

8-28-17 CRA Budget Workshop

6.00 Pages @ 6.00 36.00

TOTAL DUE >>> \$36.00

We appreciate your business!

Past due balance in excess of 30 days shall bear interest at the maximum rate allowable by law. Client agrees to pay all costs of collection, including attorney's fees.

Tax ID: 65-0466508

Phone: 561-844-3408 Fax:561-881-8043

Please detach bottom portion and return with payment.

Scott Evans, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway
Suite 300
Riviera Beach FL 33404

Job No. : 124609 BU ID : WPB
Case No. :
Case Name : Riviera Beach Community Redevelopment
Agency
Invoice No. : 173296 Invoice Date : 9/5/2017
Total Due : \$36.00

Remit To: **Florida Court Reporting**
2161 Palm Beach Lakes Blvd.
Suite 302
West Palm Beach FL 33409

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____
Email: _____

Riviera Beach CRA
Payment Authorization Checklist

Vendor Name: Florida Court Reporting
Control No.: Res No 2015-33 Invoice No.: 173297
Invoice Date: 9/5/17 Payment Amount: \$ 342.00
Project Supervisor/Responsible Official: Dartene Hatcher

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>DSH</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>DSH</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	<u>DSH</u>
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>N/A</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	<u>DSH</u>
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>N/A</u>
<input type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>N/A</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>S</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.


Approving Authority

Date: 6-9-17

<input checked="" type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>2015-33</u> or the Consent Agenda, at its meeting on <u>9-9-15</u> . (If applicable)
--

Entered 9-6-17
S

INVOICE

Florida Court Reporting
2161 Palm Beach Lakes Blvd.
Suite 302
West Palm Beach FL 33409
Phone:561-689-0999 Fax:

Scott Evans, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway
Suite 300
Riviera Beach FL 33404

Invoice No.	Invoice Date	Job No.
173297	9/5/2017	124790
Job Date	Case No.	
8/31/2017		
Case Name		
Riviera Beach Community Redevelopment Agency		
Payment Terms		
Due upon receipt		

Original transcript of:

8-31-17 CRA Budget Workshop

57.00 Pages @ 6.00 342.00

TOTAL DUE >>> \$342.00

We appreciate your business!

Past due balance in excess of 30 days shall bear interest at the maximum rate allowable by law. Client agrees to pay all costs of collection, including attorney's fees.

Tax ID: 65-0466508

Phone: 561-844-3408 Fax:561-881-8043

Please detach bottom portion and return with payment.

Scott Evans, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway
Suite 300
Riviera Beach FL 33404

Job No. : 124790 BU ID : WPB
Case No. :
Case Name : Riviera Beach Community Redevelopment Agency
Invoice No. : 173297 Invoice Date : 9/5/2017
Total Due : \$342.00

Remit To: **Florida Court Reporting**
2161 Palm Beach Lakes Blvd.
Suite 302
West Palm Beach FL 33409

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____
Email: _____

**Riviera Beach CDC
Payment Authorization Checklist**

Vendor Name: Florida Fishing Academy

Control No.: 2016-19 Invoice No.: 0827

Invoice Date: 8/27/2017 Payment Amount: \$ 2,500

Project Supervisor/Responsible Official: Annette Jenkins

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed?	<u>[Signature]</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope?	<u>[Signature]</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received?	<u>[Signature]</u>
<input type="checkbox"/> If final payment, have all deliverables been received?	<u>NA</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis?	<u>[Signature]</u>
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>[Signature]</u>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CDC plan.	<u>[Signature]</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>[Signature]</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

[Signature] Date: 6-9-17

☒ Payment approved by the Board of Commissioners by:

Motion No. 2016-19

or the Consent Agenda, at its meeting on 10-26-16. (If applicable)

entered
9-7-17 [Signature]



INVOICE

Florida Fishing Academy
7067 Peninsula Court
Lake Worth, Fla. 33467
Phone (561) 740-7227

INVOICE # 0827
Date: August 27, 2017

TO:
Riviera Beach Community Redevelopment Agency
2001 Broadway #300
Riviera Beach, FL 33404
Ph. 561-844-3408, Fax 561-881-8043
Att: Annetta Jenkins

FOR:
Re: July 21 to August 27

DESCRIPTION	Service Dates	AMOUNT DUE
Services rendered Note: Refer to Monthly Report	Re: July 21 to August 27	\$2,500
		\$2,500

Class Overview: Please see attached report, Highlights section.

Make all checks payable to
Florida Fishing Academy
Thank you for your business!



**ATTN: Annetta Jenkins
Riviera Beach CRA
2001 Broadway STE 300
Riviera Beach FL, 33404**

Re: July 21 to August 27

	Annual Target	Current Month	November 2016 To Date
Community Events	2	0	2
Riviera Residents-Single Sessions	550	114	1036
Riviera Residents-Camp	140	96	144
Non-Residents-Single Sessions	0	232	1214
Non-Residents-Camp	0	0	0
Classes	55	8	69
Weeks of Camp	7	2	9
Volunteer Hours	0	16	246

Highlights

Friday 7/21

First SDA Church joined us at Phil Foster Park for the day. They reviewed life jacket safety and how to properly use one. Students used snorkel gear to observe fish and marine life on the various snorkeling trails. Many discovered new animals and collected various shells.

Monday 7/24

Students from Kids Professional Academy joined us for the day at the marina for snorkeling and swimming activities. Students learned how to float and practiced their swimming skills. They used snorkeling gear to observe various fish and crabs in the water. Some even jumped off the dock.

Tuesday 7/25

Because of a cancellation, students from CrossPointe Elementary joined us for the day at Peanut Island. We took the ferry over to the island. They snorkeled the lagoon and rock areas. Students practiced their swimming and floating skills.

Wednesday 7/26

Acts of Kindness met us for the day at Phil Foster Park. Students practiced their swimming skills and learned about various marine life. They snorkeled and observed fish, crabs and even a manta ray.

Thursday 7/27

Atkins TLC canceled at the last minute due to a scheduling conflict. They confirmed this scheduled day with FFA the week prior. This would have been their last session.

Friday 7/28

Max Fisher Boys and Girls Club joined us for a full day session. Unfortunately, many children were misbehaving and playing unsafely in the water. Due to this safety concern, we asked the students to continue their day at the splash pad.

Friday 8/4

Max Fisher Enjoyed a four-hour boat trip to Munyon Island. The students fished from the pier and explored the island.

Challenges

None

Volunteer News

Nothing new to report.

Community Partners

Max Fisher Boys and Girls Club, Parks and Recreation Tate Center, Atkins
Tender Loving Care, For Acts of Kindness and First SDA Church

Compliance

Nothing new

Innovation and News


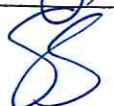









Thank you,
Captain Richard Brochu
Executive Director
Florida Fishing Academy, Inc.
7067 Peninsula Court
Lake Worth, FL 33467
561-740-7227

Riviera Beach CRA Payment Authorization Checklist

Vendor Name: J. Michael Haywood, PA
 Control No.: NA Invoice No.: NC-101 and NC-102
 Invoice Date: 9-1-17 Payment Amount: \$ 6,651.50
 Project Supervisor/Responsible Official: Scott Evans


	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>N/A</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	

The invoice and supporting documentation have been reviewed and it is approved for payment.


 Approving Authority

Date: 6-9-17

☐ Payment approved by the Board of Commissioners by Motion No. NA or the Consent Agenda, at its meeting on NA. (If applicable)

Entered 9-6-17




J. MICHAEL HAYGOOD, P.A. | ATTORNEY AT LAW
701 NORTHPOINT PARKWAY, SUITE 209
WEST PALM BEACH, FL 33407

June 6, 2017

Riviera Beach Community Redevelopment Agency
C/O Scott Evans
2001 Broadway, Suite 300
Riviera Beach, FL 33404

Re: August Invoice

Dear Mr. Evans:

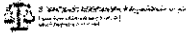
Attached are the statements for legal services from August 1, 2017 through August 31, 2017, in the total amount of \$6,651.50.

If you have any questions regarding this statement, please let me know.

Sincerely yours,

J. Michael Haygood

Enclosures



J. Michael Haygood, PA
 701 Northpoint Parkway
 Suite 209
 West Palm Beach, Florida 33401
 561-684-8311

Statement

Invoice No: NC-101
 Date: 9/1/17

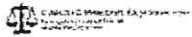
Bill to: Riviera Beach Community Redevelopment Agency
 Scott Evans
 2001 Broadway
 Suite 300
 Riviera Beach, FL 33404

Marina Development (Misc)

Hourly Fees

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Time</u>	<u>Rate</u>	<u>Amount</u>
8/9/17	Preparation of letter.	J. Michael Haygood	1.8 hrs	\$265.00/HR	\$477.00
	Preparation of letter to Tikki re: breach of lease.				
8/15/17	Telephone Conference	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50
	Telephone conference with William Mueller re: Exchange Agreement.				
8/15/17	Meeting	J. Michael Haygood	1.2 hrs	\$265.00/HR	\$318.00
	Meeting with Staff and representative with Tikki.				
8/28/17	Document Review	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50
	Review of respnse from Tikki re: Notice of Breach of Lease.				
9/1/17	Review of emails	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50
	Review of emails re: Exchange Agreement.				
Hourly Fees Total			3.9 hrs		\$1,033.50

Balance: \$1,033.50



J. Michael Haygood, PA
 701 Northpoint Parkway
 Suite 209
 West Palm Beach, Florida 33401
 561-684-8311

Statement

Invoice No: NC-102

Date: 9/1/17

Bill to: Riviera Beach Community Redevelopment Agency
 Scott Evans
 2001 Broadway
 Suite 300
 Riviera Beach, FL 33404

General Administration

Hourly Fees

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Time</u>	<u>Rate</u>	<u>Amount</u>
8/7/17	Meeting	J. Michael Haygood	1.4 hrs	\$265.00/HR	\$371.00
	Meeting with Commissioner Davis and Scott Evans.				
8/9/17	Conference	J. Michael Haygood	1.5 hrs	\$265.00/HR	\$397.50
	Meeting with CRA staff and insurance counsel for the CRA re: pending lawsuit.				
8/9/17	Meeting	J. Michael Haygood	4.0 hrs	\$265.00/HR	\$1,060.00
	Attendance at CRA meeting.				
8/9/17	Research	J. Michael Haygood	0.4 hrs	\$265.00/HR	\$106.00
	Review of Special District statute re: adoption of budget.				
8/17/17	Document Preparation	J. Michael Haygood	1.7 hrs	\$265.00/HR	\$450.50
	Preparation of resolution and First Modification to Constant Computing Agreement.				
8/21/17	Review Document	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50

Review of Notice of Deposition Ducus Tectum re: Cagle.

8/22/17	Document Preparation	J. Michael Haygood	1.4 hrs	\$265.00/HR	\$371.00
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Revised Termination Interlocal.

8/24/17	Draft Document	J. Michael Haygood	1.8 hrs	\$265.00/HR	\$477.00
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Draft Facility Use Agreement.

8/28/17	Telephone Conference	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50
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Telephone conference with Mark Blokme re: Cagle.

8/29/17	Meeting	J. Michael Haygood	4.0 hrs	\$265.00/HR	\$1,060.00
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Attendance at CRA Budget Workshop.

8/31/17	Document Preparation	J. Michael Haygood	1.5 hrs	\$265.00/HR	\$397.50
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Finalized Termination Interlocal.

8/31/17	Telephone Conference	J. Michael Haygood	0.3 hrs	\$265.00/HR	\$79.50
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Telephone conference with Scott Evans.

8/31/17	Meeting	J. Michael Haygood	1.5 hrs	\$265.00/HR	\$397.50
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Attendance at CRA Budget Workshop.

8/31/17	Document Preparation	J. Michael Haygood	1.1 hrs	\$265.00/HR	\$291.50
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Review of management Agreement between CRA and Event Center, LLC

Hourly Fees Total			21.2 hrs		\$5,618.00
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Balance: \$5,618.00

Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Langston Associates
 Control No.: 2015-29 Invoice No.: #023
 Invoice Date: 8/25/2017 Payment Amount: \$ 5000-
 Project Supervisor/Responsible Official: Annette Jenkins

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>[Signature]</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>[Signature]</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	<u>[Signature]</u>
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>NA</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	<u>[Signature]</u>
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>[Signature]</u>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>[Signature]</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>[Signature]</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

[Signature]
 Approving Authority

Date: 6-9-17

☒ Payment approved by the Board of Commissioners by Motion No. 2015-29 or the Consent Agenda, at its meeting on 8-26-15. (If applicable)

*entered
9-6-17*



August 25, 2017

Invoice #: 023

Riviera Beach CRA
Scott Evans, Interim Executive Director
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

RE: Continuing Services Agreement (RFQ 469-14)

Professional fee for grant consulting services rendered to Riviera Beach CRA for August 2017.

Amount due: \$5,000.00

Please remit upon receipt to:
Langton Associates, Inc. (FID #: 59-2247694)
4830 Atlantic Boulevard
Jacksonville, Florida 32207

Thank you

Heather Pullen
Office Manager

RECEIVED

AUG 28 2017

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Riviera Beach CRA Grant Writing Report

Month: August 2017	
Grants Awarded	<ul style="list-style-type: none"> Wells Fargo Foundation – Riviera Beach Marina Village Water Tank & Wall Mural – \$5,000
Grant Opportunity Research	<ul style="list-style-type: none"> Florida Job Growth, Enterprise Florida & Florida Department of Economic Opportunity – Exploring Possible Projects Urban and Community Forestry Grant summary prepared for staff Florida Highway Beautification Grant summary prepared for staff
Technical Assistance	<ul style="list-style-type: none">
Communication with Staff	<ul style="list-style-type: none"> Phone and e-mail communication related to various upcoming grant opportunities as well as reporting document preparation Communicated with City Manager's office for approval to pursue 2017 Mayor's Challenge opportunity 8/10/17 Michael Langton met with City Manager Jonathan Evans, Lina Busby of City Attorney's Office, and Rick Little of the Purchasing Department to discuss extending our CRA Professional Service Agreement to allow Langton Consulting to provide identical services to the City at no additional costs.
Grants in Progress	<ul style="list-style-type: none"> 2017 Mayor's Challenge, Bloomberg Philanthropies – RSVP submitted, date availability for Idea Accelerator Workshop survey submitted, full application due October 20th
Grants submitted	<ul style="list-style-type: none"> Impact the Palm Beaches (Letter of Intent – awaiting invitation to submit full application), Community Foundation of Palm Beach and Martin Counties – Riviera Beach Marina District Public Art and History Installations, \$100,000 Comerica Charitable Foundation – Comerica Bank Small Business Resource Center, \$8,000 Quantum in the Community, Quantum Foundation – Operating Support for Programs Providing Basic Needs Assistance to the Residents of Riviera Beach, \$25,000

Riviera Beach CRA
Payment Authorization Checklist

Vendor Name: Constant Computing, LLC
Control No.: Res. No. 2016-10 Invoice No.: 101288
Invoice Date: 8/31/17 Payment Amount: \$ 3,147.50
Project Supervisor/Responsible Official: Darlene Hatcher

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	<u>DH</u>
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	<u>DH</u>
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	<u>DH</u>
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>N/A</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	<u>DH</u>
<input type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>N/A</u>
<input type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	<u>N/A</u>
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>GH</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.

[Signature]
Approving Authority

Date: 6-9-17

<input type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>2016-10</u> or the Consent Agenda, at its meeting on <u>6-8-16</u> . (If applicable)

entered 9-6-17
GH

Constant Computing
1007 N Federal Hwy #2
Fort Lauderdale, FL 33304
(954)683-9711
invoices@constantcomputing.com
www.constantcomputing.com

INVOICE

BILL TO

Riviera Beach Community
Redevelopment Agency
2001 Broadway
Suite 300
Riviera Beach, FL 33404

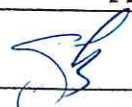






INVOICE # 101288**DATE** 08/31/2017**DUE DATE** 09/15/2017**TERMS** Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/31/2017	Business Rate Monitoring & Patch Management - Advanced network monitoring & inventory, patch management of physical and virtual servers, patch management of workstations - 3 sites, 11 Servers, 22 Workstations	1	1,480.00	1,480.00
08/31/2017	Business Rate User Support – Troubleshoot/resolve user issues, troubleshoot/resolve application issues, install software, manage printers, instruct on usage, troubleshoot/resolve PC/hardware issues, troubleshoot/resolve PC backup issues, consultation on user requests, manage user workstations.	4.75	115.00	546.25
08/31/2017	Business Rate Servers & Network – Troubleshoot/resolve server issues, troubleshoot/resolve server application issues, troubleshoot/resolve backup issues, configure services, manage server & network appliances, maintenance, evaluate & resolve errors/performance/health issues, configure server applications & network appliances.	3.75	115.00	431.25
08/31/2017	Business Rate Virtual CIO - Planning, evaluation, assist in vendor management, consultation, network documentation, product research, audit support.	1	115.00	115.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/31/2017	Business Rate Projects & Setup – Work on projects, setup applications & hardware, install workstations, change/add severs/network appliances, migrations, manage data, modify backup/disaster recovery solutions.	5	115.00	575.00
BALANCE DUE				\$3,147.50

Riviera Beach CRA
Payment Authorization Checklist

Vendor Name: The Palm Beach Consulting Group, LLC
Control No.: 2017-05 Invoice No.: 2017-08-001
Invoice Date: 9-4-17 Payment Amount: \$ 7950.00
Project Supervisor/Responsible Official: Scott Evans

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>N/A</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	

The invoice and supporting documentation have been reviewed and it is approved for payment.


Approving Authority

Date: 9/6/2017

☒ Payment approved by the Board of Commissioners by Motion No. 2017-05 or the Consent Agenda, at its meeting on 2-22-17. (If applicable)

entered 9-6-17

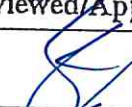

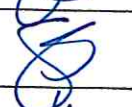

(561) 315-5243
ABroussard@PalmBeachConsulting.com

The Palm Beach Consulting Group, LLC
Interim Finance Manager
Activities During the Period August 1 - 31, 2017

1. Work status meetings with staff.
2. Planning for transition to the City's accounting system at September 30, 2017 and implementing tasks to accomplish the transition.
3. Reconciling issues related to intra-company receivables and payables; amounts due-to and due-from; and, transfers-in and transfers-out.
4. Assisted with the CRA budget preparation process, with emphasis on the CRA's enterprise functions.
5. Started to address issues identified by an independent accounting firm as a result of their DRAFT report of the CRA's compliance with the expenditure procedures for the use of BB&T loan funds.
6. Preparing an analysis of the Event Center loan agreement to insure that loan covenants are identified and the Event Center is in compliance.
7. Project status discussions with CRA Interim Executive Director.
8. Miscellaneous administrative activities, as required.

Riviera Beach CRA Payment Authorization Checklist

Vendor Name: Torrivia, Donlon, Goddeau & Ansley, PA
 Control No.: NA Invoice No.: 15117
 Invoice Date: 8-4-17 Payment Amount: \$ 825⁰⁰
 Project Supervisor/Responsible Official: Scott Evans

	Reviewed/Approval by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>NA</u>
<input checked="" type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	<u>Σ</u>
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>Σ</u>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	<u>Σ</u>

The invoice and supporting documentation have been reviewed and it is approved for payment.


 Approving Authority

Date: 6-9-17

☐ Payment approved by the Board of Commissioners by Motion No. NA or the Consent Agenda, at its meeting on NA. (If applicable)

entered 9-6-17
Σ

**TORCIVIA, DONLON,
GODDEAU & ANSAY, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Attn: Darlene Hatcher

561-686-8700
561-686-8764 fax
www.torcivialaw.com

August 04, 2017

In Reference To: *General Employment Matters*

Federal Tax ID 65-0195026

Invoice # 15117

Professional Services




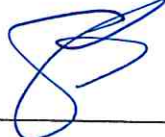


			<u>Hours</u>	<u>Amount</u>
7/3/2017	LD	Telephone conference with Demetri Salloum regarding follow up on documents	0.10	
	CG	Drafted letter to attorney (Ferguson); reviewed final and e-mail to Attorney Ferguson; forwarded to Lara Donlon and M. Haygood with recommendation to preserve records	0.40	
7/7/2017	LD	Leave message for Demetri Salloum	0.10	NO CHARGE
	LD	Telephone conference with Michael Haygood regarding update	0.10	
	LD	Review and analyze policies relating to various alternatives relating to employee issue	0.50	
	LD	Telephone conference with Michael Haygood regarding update	0.20	
	LD	Leave message for Edwin Ferguson regarding former employee	0.10	NO CHARGE
	LD	Telephone conference with Scott Evans regarding update	0.20	
	LD	Leave message for Roland Salloum	0.10	NO CHARGE
7/10/2017	LD	Review and analyze public records relating to former employee	0.10	
7/11/2017	LD	Draft affidavits based upon information gathered; draft e-mail to Roland Salloum regarding same	0.80	
	LD	Review and analyze e-mail from Roland Salloum regarding affidavits	0.10	
	LD	Meeting with Roland Salloum	0.20	NO CHARGE

			<u>Hours</u>	<u>Amount</u>
7/11/2017	LD	Draft e-mail to Scott Evans regarding affidavits	0.10	
7/12/2017	LD	Review and analyze affidavit; draft e-mail to Scott Evans regarding same	0.10	
	LD	Telephone conference with Scott Evans regarding former employee issue	0.10	
7/13/2017	LD	Leave message for Edwin Ferguson	0.10	NO CHARGE
	LD	Telephone conference with Edwin Ferguson	0.10	
	LD	Review and analyze e-mail from Edwin Ferguson; respond to same	0.20	
	LD	Draft e-mail to Scott Evans regarding update on employee issue	0.10	
7/31/2017	LD	Review and analyze e-mail from Darlene Hatcher regarding unemployment claim	0.10	
<hr/>				
		For professional services rendered	3.90	\$825.00
<hr/>				
		Previous invoice balance		\$1,675.00
		Total Balance due		<u>\$2,500.00</u>

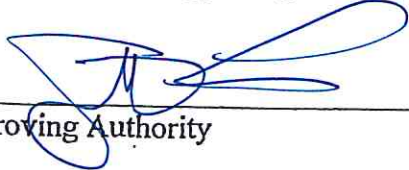
Timekeeper Summary				
Name		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Christy Goddeau, Shareholder		0.40	250.00	\$100.00
Lara Donlon, Shareholder		2.90	250.00	\$725.00
Lara Donlon, Shareholder		0.60	0.00	\$0.00

Riviera Beach CRA
Payment Authorization Checklist

Vendor Name: TORCIVA, DONLON GODDEAVE, Ansay, PA
Control No.: NA Invoice No.: 15208
Invoice Date: 9-12-17 Payment Amount: \$ 1077.29
Project Supervisor/Responsible Official: Scott Evans

	Reviewed/Approved by
<input checked="" type="checkbox"/> Project "scope of work and deliverables" reviewed ?	
<input checked="" type="checkbox"/> Payment support documentation appropriate based on work scope ?	
<input checked="" type="checkbox"/> Deliverables due with this invoice have been received ?	
<input type="checkbox"/> If final payment, have all deliverables been received ?	<u>NA</u>
<input type="checkbox"/> Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis ?	
<input checked="" type="checkbox"/> Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	<u>2</u>
<input checked="" type="checkbox"/> The nature of work being performed is within the scope of the CRA plan.	
<input checked="" type="checkbox"/> Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	

The invoice and supporting documentation have been reviewed and it is approved for payment.



Approving Authority

Date: 9/21/2017

<input type="checkbox"/> Payment approved by the Board of Commissioners by Motion No. <u>NA</u> or the Consent Agenda, at its meeting on <u>NA</u> . (If applicable)
--

**TORCIVIA, DONLON,
GODDEAU & ANSAY, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Attn: Darlene Hatcher

561-686-8700
561-686-8764 fax
www.torcivilaw.com

September 12, 2017

In Reference To: *General Employment Matters*

Federal Tax ID 65-0195026

Invoice # 15208

Professional Services

			<u>Hours</u>	<u>Amount</u>
8/1/2017	LD	Telephone conference with Darlene Hatcher and Tess Ball regarding unemployment hearing	0.20	
	LD	Draft e-mail to Roland Salloum regarding witnesses for unemployment hearing	0.10	
	LD	Review and analyze unemployment documents; gather additional documents to use as evidence at hearing; begin preparing exhibits for hearing	0.80	
8/3/2017	LD	Finalize letter to appeals referee including exhibits for appeals hearing	0.10	
8/8/2017	LD	Prepare for unemployment hearing	0.70	
	LD	Travel to and from CRA offices	0.50	NO CHARGE
	LD	Attend unemployment hearing; meeting with staff before and after hearing	2.00	
8/15/2017	LD	Review and analyze decision of appeals referee	0.20	
For professional services rendered			4.60	\$1,025.00

Additional Charges:

	<u>Qty/Price</u>	<u>Amount</u>
Federal Express - 779804309359	1	29.22
	29.22	
Postage charges	1	2.87
	2.87	
Photocopies	202	20.20
	0.10	
Total costs		<u>\$52.29</u>

Total amount of this bill	\$1,077.29
---------------------------	------------

Previous invoice balance	\$2,500.00
--------------------------	------------

8/15/2017 Payment - Thank You. Check No. 6079	(\$1,675.00)
	<u>(\$1,675.00)</u>

Total Balance due	<u>\$1,902.29</u>
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Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Lara Donlon, Shareholder	4.10	250.00	\$1,025.00
Lara Donlon, Shareholder	0.50	0.00	\$0.00

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: RESOLUTION APPROVING THE PROFESSIONAL SERVICE AGREEMENT
BETWEEN FLORIDA FISHING ACADEMY, INC., AND RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Recommendation/Motion: APPROVAL

Originating Dept	NEIGHBORHOOD SERVICES	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (RBCRA) STAFF REQUESTS THE BOARD AUTHORIZE APPROVAL OF A NEW PROFESSIONAL SERVICE AGREEMENT WITH FLORIDA FISHING ACADEMY, INC. (FFA) TO PROVIDE THE COMMUNITY BOATING YOUTH PROGRAM TO OUR RESIDENTS FOR THREE YEARS: NOVEMBER 11, 2017-NOVEMBER 10, 2020. FUNDING SUPPORT FOR THE COMMUNITY BOATING PROGRAM SHALL ONLY BE PROVIDED TO RIVIERA BEACH RESIDENTS.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Resolution- FI_Fishing_Academy.pdf	RESOLUTION-FFA	9/21/2017	Resolution
FI_Fishing_Academy-Memo.pdf	MEMO-FFA	9/21/2017	Cover Memo
PSA-FI_Fishing_Academy.pdf	PSA-FFA	9/21/2017	Agreement
FI_Fishing_Academy-Exhibit_A- Scope_of_Services.pdf	EXHIBIT A-SCOPE OF SERVICES-FFA	9/21/2017	Exhibit
FI_Fishing_Academy- Exhibit_A.pdf	EXHIBIT A-FFA	9/21/2017	Exhibit
FI_Fishing_Academy- Exhibit_B.pdf	EXHIBIT B-FFA	9/21/2017	Exhibit
FL_Fishing_Academy- Exhibit_C.pdf	EXHIBIT C-FFA	9/21/2017	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/21/2017 - 2:58 PM
CRA Internal Review	Evans, Scott	Approved	9/21/2017 - 2:59 PM

RESOLUTION NO. 2017-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE PROFESSIONAL SERVICE AGREEMENT WITH FLORIDA FISHING ACADEMY FOR THE COMMUNITY BOATING PROGRAM; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Agency desires Contractor to provide certain professional services for the development and implementation of a community boating program at the redeveloped City Marina located within the community redevelopment area within the City of Riviera Beach (the "Project") and the Contractor desires to provide such professional services to the Agency pursuant to the terms of the Agreement; and

WHEREAS, because of the uniqueness of the service, existing programming, and extensive investment of equipment, the Agency has documented the need for these services through a Sole Source procurement process, and again selected the Contractor as the successful provider of these services; and

WHEREAS, the Consultant and the Agency desire to enter into a new three (3) year agreement and continue the total annual compensation of this new Agreement for Thirty Thousand Dollars (\$30,000) and upon the terms and conditions contained herein; and

WHEREAS, the Agreement provides for three years of continuing services to provide the community boating program contingent upon an end of the year program review, available funding, and requires the approval of the Commissioners of the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency hereby approves the attached Professional Service Agreement with Florida Fishing Academy for the Community Boating Program and authorizes the Chairman and Executive Director to execute said Agreement.

SECTION 2. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of **September**, 2017.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Name: KaSHAMBA MILLER ANDERSON
Title: Chairperson

Executive Director

Approved as to form and legal sufficiency



J. Michael Haygood, PA
General Counsel to CRA

MOTION BY: _____

SECONDED BY: _____

Date 9/20/2017

T. DAVIS JOHNSON _____
D. PARDO _____
L. HUBARD _____
T. DAVIS _____
K. MILLER ANDERSON _____




Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Scott Evans, Interim Executive Director, Riviera Beach CRA

DATE: September 18, 2017

COPY: Michael Haygood, General Counsel, Riviera Beach CRA

SUBJECT: **Resolution Approving the Professional Service Agreement Between Florida Fishing Academy, Inc., and Riviera Beach Community Redevelopment Agency**

REQUEST FOR BOARD ACTION

The Riviera Beach Community Redevelopment Agency (RBCRA) Staff requests that the Board authorize approval of a new Professional Service Agreement with Florida Fishing Academy, Inc., (FFA) to provide the community boating youth program to our residents for three years: November 11, 2017- November 10, 2020. Funding support for the Community Boating Program shall only be provided to Riviera Beach residents.

BACKGROUND

On November 12, 2014, RBCRA Board of Commissioners approved a three (3) year Professional Service Agreement with FFA to provide a Community Boating Program at the Municipal Marina with each year's contract contingent upon an end of year program review, available funding, and the approval of the Board of Commissioners. Attached as Exhibit "A" is Resolution No. 2014-62 approving the Professional Service Agreement between FFA and RBCRA, Resolution No. 2015-43 approving the First Continuation of the Agreement (Exhibit "B"); and Resolution No. 2016-19, approving the Second Continuation of the Agreement (Exhibit "C").

FFA was selected to provide a Community Boating Program in FY 2011-2012 through a publicly posted solicitation, proposal evaluation, and oral interview process. RBCRA selected the Florida Fishing Academy as the vendor to administer a Community Water Recreation Program, geared towards children ages 8-18, based out of the Municipal Marina. FFA is uniquely qualified to provide these services. Staff is not aware of any other vendor available which can provide this service. The original Professional Service Agreement was first modified on November 16, 2012 and modified again on November 18, 2013.

SCOPE OF SERVICES

Program Scope of Services

The Riviera Beach Community Boating program currently provides Saturday Classes, Summer Camps, and Community Events to residents of Riviera Beach, ages 8-18 through a scholarship format.

Enrollment qualifying guidelines are as follows:

- Must be a resident of Riviera Beach
- Must be between 8-18
- Must have successfully completed a prior safety course
- Must have good behavior
- Must complete a liability waiver that release the City of Riviera Beach and the RBCRA of liability
- Must complete a photo release that allows for the RBCRA and the FFA to use the photographs for marketing and advertising purposes

DELIVERABLES

FFA currently is required to provide Detailed Schedule of Activities, Monthly Reports, and Annual Targets.

Schedule of Activities

A summary of the Schedule of Activities is provided in the chart below. The schedule is aligned with the Palm Beach County School District 2017/2018 Calendar. Activities will not be held on holiday weekends and weekends of inclement weather.

Days	Times
Saturday Classes (November 16 th to June 2 nd and August 18 th to November 10 th) <ul style="list-style-type: none">• Fishing• Snorkeling• Kayaking• Sailing• Boating	9:00 a.m. to 12:00 p.m.
Weekly Spring/Summer Break Camps (Week of March 19 th and June 11 th to July 23 rd)	9:00 a.m. – 3:00 p.m.

Community Events are determined as opportunities arise and will be determined at a later date.

Monthly Report

FFA monthly report includes the following in a report format as backup with each invoice:

1. One (1) to two page Monthly Narrative to include the following elements:
 - a. Highlights
 - b. Challenges

- c. Volunteer Names
- d. Community Partners
- e. Compliance
- f. Innovation
- g. Pictures
- 2. Monthly Chart
- 3. On Site Audit (Annual)

Annual Targets

The below chart illustrates annual program targets with year-to-date actuals for FY 2016-2017 and proposed annual program targets for FY 2017-2018.

	FY 2016-2017 Annual Target	Nov 2016 – Sept 2017	Proposed FY 2017-2018
Community Events	2	2	3
Riviera Residents-Single Sessions	550	1036	800
Riviera Residents-Camp	140	144	140
Non-Residents-Single Sessions	0	1214	0
Non-Residents-Camp	0	0	0
Classes	55	69	55
Weeks of Camp	7	9	7
Volunteer Hours	0	246	0

FISCAL IMPACT

Compensation

Total annual compensation proposed is \$30,000 for FY 2017-2018. RBCRA has allocated \$30,000 for the contract in the FY 2017/2018 Budget, if approved by this Board to go forward. Annual compensation has not increased and remains the same as FY 2014-2015, FY 2015-2016, and FY 2016-2017.

FFA is expected to provide weekly classes, camps, and community events for a total not to exceed \$30,000.

Contract Term

The original agreement was executed for three years contingent upon an end of year program review, available funding, and requires the approval of the Board of Commissioners. This would be a new contract, pursuant to a sole source process as FFA is uniquely qualified to provide this service.

RECOMMENDATION

Staff recommends approval of the Professional Service Agreement between RBCDC and FFA to provide a Community Boating Program through November 11, 2020 at an annual cost of \$30,000, which consists of weekly classes, summer classes, and community events as outlined in the Scope of Services for 2017/2018 attached to the agreement attached as Exhibit "A".

SE:aj

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
FLORIDA FISHING ACADEMY, INC.
AND
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

This Professional Services Agreement ("Agreement"), made and entered into as of this ____ day of November ____, 2017 by and between the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("Agency") and Florida Fishing Academy, Inc., a Florida not for profit corporation ("Contractor.")

WHEREAS, the Agency desires the Contractor to provide certain professional services for the development and implementation of a community boating program at the redeveloped City Marina located within the community redevelopment area within the City of Riviera Beach (the "Project") and the Contractor desires to provide such professional services to the Agency pursuant to the terms of the Agreement; and

WHEREAS, because of the uniqueness of the service, existing programming, and extensive investment of equipment, the Agency has documented the need for these services through a Sole Source procurement process, and again selected the Contractor as the successful provider of these services; and

WHEREAS, the Consultant and the Agency desire to enter into a new three (3) year agreement and continue the total annual compensation of this new Agreement by Thirty Thousand Dollars (\$30,000) and upon the terms and conditions contained herein; and

WHEREAS, the Agreement provides for three years of continuing services to provide the community boating program contingent upon an end of the year program review, available funding, and requires the approval of the Commissioners of the Agency.

NOW THEREFORE, in consideration of the premises and their mutual understanding set forth herein, the parties agree as follows:

1. PROVISION OF SERVICE

1.1 The Consultant shall provide, pursuant to this Agreement, professional services for the Project as more fully described in the Scope of Services set forth in Exhibit "A," attached hereto and incorporated herein. The Contractor agrees to perform the services for the Project subject to the terms and conditions in the Scope of Services, including compliance with the schedule set forth herein.

1.2 The Agency and the Contractor may make any additions to the Scope of Services as set forth in Exhibit "A" by mutual written agreement only. The approval of additional work for the Project through change orders shall only be given following approval from the Agency and prior to any extra work on the Project being performed by the Contractor. The Agency may

rescind work on the Project previously ordered by written instructions to the Contractor. In the event of any such rescission by the Agency, the Contractor shall still be entitled to receive the amount due it for such services rendered for the Project prior to the date of such rescission. The provisions of this Agreement, with appropriate changes in the Contractor's compensation and project schedule, shall apply to all modifications in work ordered for the Project.

2. TERM OF AGREEMENT

The term of this Agreement shall be for three years from the Effective Date, subject to termination as provided herein. The Term of this agreement may be extended upon written agreement of the parties.

3. COMPENSATION FOR SERVICE

3.1 Compensation for services rendered by the Contractor shall be Thirty Thousand Dollars (\$30,000) annually paid in monthly installments of Twenty-Five Hundred Dollars (\$2,500.)

3.2 The Contractor will prepare and submit to the Agency an invoice detailing specific services and the total number of participants served; this will be provided on a monthly basis, as well as on an annual basis. Payment for services will be made by the Agency within thirty (30) days of the invoice date. If the Agency objects to any portion of an invoice, the Agency shall so notify the Contractor in writing within fifteen (15) calendar days of receipt of the invoice.

4. TERMINATION OF THE CONTRACT

This Agreement or any work authorization, may be terminated by the Agency at any time upon written notification to Contractor as to any services to be rendered after such notice is given. In the event of any such termination by the Agency, the Contractor shall still be entitled to receive the amount due it for services rendered hereunder prior to the date of such termination.

5. INSURANCE

5.1 The Contractor shall maintain the following minimum insurance coverages during the performance of the services under this Agreement:

Workers Compensation – Statutory Limit

Employer Liability - \$1,000,000/Accident – Bodily Injury
\$ 500,000/Policy Limit – Disease

Auto Liability - \$1,000,000/Employee - Disease
\$1,000,000/Property Damage
\$1,000,000/Bodily Injury – Each Occurrence

General Liability - \$1,000,000/BI/AD per occurrence
Professional Liability-\$1,000,000/Aggregate

5.2 Such insurance shall contain provisions showing that the Agency is an additional insured, that the Contractor's insurance policies are primary to the Agency's insurance policies and that any reduction of the policy limits by endorsement of any said policies or the cancellation of said policies shall not be effective without first providing the AGENCY with thirty (30) days written notice.

6.0 ASSIGNMENTS

Neither the Contractors nor the AGENCY shall assign nor subcontract the whole of this Agreement or any work authorization without the prior written consent of the other.

7.0 INDEPENDENT CONTRACTOR

The Contractor is providing the services to be performed hereunder as an independent contractor and nothing in this Agreement shall be construed to constitute any other relationship between the AGENCY and the Contractor. The Contractor shall at all times maintain exclusive direction and control over the Contractor's employees, methods, equipment and facilities used by the Contractor in the performance of its work. The Contractor is responsible for all applicable employment and income taxes related to the performance of its services, and Contractor agrees to hold harmless the Client from any claims for payment of said obligations.

8.0 HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the AGENCY of, from, and against liability and expense, including reasonable attorney's fees, in connection with claims for personal injuries or property damage, including loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this contract. This includes claims made by the employees of the Contractor against the AGENCY and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the AGENCY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9.0 AGREEMENT SUBJECT TO FUNDING

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set forth herein as determined in the sole discretion of the Board of Commissioners of the AGENCY. In the event funds to finance this Agreement become unavailable, the AGENCY may terminate this Agreement upon less than twenty-four (24) hours' notice, written and delivered to Contractor, the Board of Commissioners of the AGENCY shall be the sole and final authority as to the availability of funds.

10.0 AWARD OF AGREEMENT

Contractor represents and warrants to the AGENCY that Contractor has not employed or retained any person or company employed or retained any person or company employed by the AGENCY of the City to solicit or secure this Agreement and that Contractor has not offered to pay, paid, or agreed to pay any person any fees, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

11.0 INTEREST OF CONTRACTOR AND ITS EMPLOYEES

Contractor further represents and states Contractor, nor any of its employees, have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property located in the boundaries of the AGENCY (the "Property"), or any other interest, whether or not in connection with the Property which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed or will not employ, in connection with the services to be furnished under this Agreement, or any such person having such interest. Contractor and any of its employees, so long as employed by the AGENCY, will not acquire any such interests and will not, for their own account or for other than the AGENCY, negotiate for any of the Property, perform services in connection with any Property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the Property.

12.0 PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

Keep and maintain all public records required by the CRA to perform the services under this Agreement.

Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.

Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the CONSULTANT or keep and maintain public records required by the CRA to perform the service. If the CONSULTANT transfers all public records to the CRA upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be

stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONSULTANT HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DARLENE HATCHER AT 561-844-3408, dhatcher@rbcra.com, 2001 Broadway, Suite 300, Riviera Beach, FL 33407.

13.0 NOTICES

Any notices required hereunder shall be in writing and shall be deemed duly given on the date of mailing if deposited in the United States Postal Service, certified mail, return receipt requested, in a properly sealed and postage prepaid envelope, addressed as follows:

CONTRACTOR:

Richard Brochu
7067 Peninsula Court
Lake Worth, FL 33467

AGENCY:

Scott Evans, Interim Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Telephone: 561-844-3408
[E-mail: sevens@rbcra.com](mailto:sevens@rbcra.com)

14.0 GOVERNING LAW

The terms of this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Palm Beach County, and the jurisdiction of the United States District Court for the Southern District of Florida, for the purposes of any suit, action or other proceeding, (b) any claim that it is not personally subject to the above named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

15.0 SEVERABILITY AND SURVIVAL

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall continue in full force and effect.

16.0 ATTORNEY'S FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable litigation costs and attorneys' fees and other related expenses.

17.0 ENTIRE AGREEMENT

This Agreement, along with any Exhibits attached hereto supersedes any and all prior negotiations and oral agreements heretofore made relating to the subject matter hereof and except for written agreements if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

[Signatures of following page]

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this ____
day of _____, 2017.

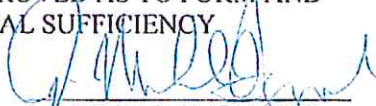
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
KASHAMBA MILLER ANDERSON,
CHAIRPERSON

ATTEST:

BY: _____
SCOTT EVANS
INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
J. MICHAEL HAYGOOD,
J. Michael Haygood, PA
CRA ATTORNEY
Date: 9/12/2017

CONTRACTOR
FLORIDA FISHING ACADEMY, INC.

By: 
RICHARD BROCHU

Exhibit "A"
Riviera Beach CRA Community Boating Program
Scope of Services FY 2017-2020

Programming

The Florida Fishing Academy will provide the following services for the Riviera Beach Community Boating Program:

- Weekly Classes
- Week Long Camps
- Community Events

Scholarships will be offered to Riviera Beach Residents, ages 8-18, to attend the Community Boating Program. Funding support for the Community Boating Program shall only be provided to Riviera Beach residents.

Weekly classes will instruct students on proper and safe boating, kayaking, fishing, and sailing practices and other curricula to be provided by the contractor to the CRA's representative in writing. Weekly classes will be held every Saturday at Bicentennial Park or elsewhere in the Marina as determined, except on holiday weekends and during inclement weather (notice of canceled classes to be provided to the CRA representative with 24 hours' notice). See the section on Scheduled Activities for a detailed listing of program dates and activities.

The watersports curriculum will instruct students on proper and safe boating, kayaking, fishing, and sailing practices. Instruction will be provided weekly via the Saturday Classes.

Seven week long camps will be held throughout the course of the year. The curriculum during the camps will focus on, but not be limited to: proper water safety techniques, fishing, and proper watersports procedures. The Camps will be held specifically during the six (6) weeks over the course of the summer months and one (1) week long camp to be provided during Spring Break. All camp dates and times will coincide with the Palm Beach County School District Academic Calendar and will be detailed in the Schedule of Activities (please see referenced section).

Deliverables:

The contractor is to provide the following deliverables in the following format:

Detailed Schedule of Activities:

The following is provided as the format that the schedule should follow, the following is a sample and is to be completed by the contractor; the schedule should be detailed for the entire twelve (12) months. The final and complete schedule is provided in the program below. The contractor shall provide any changes to the schedule of activities to the CRA representative in writing (via email) with 24 hours' notice.

Reporting:

Contractor is to provide the following monthly reports as backup to the invoice:

1. One (1) to two page Monthly Narrative to include the following elements:
 - a. Highlights
 - b. Challenges
 - c. Volunteer Names
 - d. Community Partners
 - e. Compliance
 - f. Innovation
 - g. Pictures
2. Monthly Chart
3. On Site Audit (Annual)

Report			
Activity	Annual Targets	Current Month	YTD
Community Events			
Riviera Residents— Single Sessions			
Non-Residents— Single Sessions			
Non-Residents— Camp			
Classes			
Weeks of Camp			
Volunteer Hours			

Programming (\$30,000)

- **Water Sports Instruction:** Weekly classes to provide instruction (Snorkeling, Kayaking, Sailing, Fishing)-Total of 800 students served with free tuition. There will be a total of **55** classes held over **49** weeks; class size will average 14 students, with a total of 800 students served over the year.
 - Classes will be held from November 2017-November 2020 (see schedule of activities for a complete listing of dates and times)
 - Classes will be held every Saturday (except for holiday weekends and weekends of inclement weather. In the case of inclement weather, the Contractor will send notice to the CRA representative within 24 hours in writing by email)
- **Community Events:** The Florida Fishing Academy will host **three** community events throughout the year.) The community events will focus on providing water access to the greater community. The vendor will be responsible for the planning, marketing, advertising, scheduling and execution of the Community Events.

- **Summer/Spring Break Camp**

- A total of 7 camps, (each camp five days in duration), will be held over the course of the year
- The camp schedule is outlined in the Schedule of Activities and is to coincide with the Palm Beach County School District Academic Calendar
 - 6 weeks of camp during the Summer Break
 - 1 week of camp during the Spring Break
- The camps are to be five days in duration and will average 20 students per class for a total of 140 students served over the course of the camps.

Vendor Responsibilities

Vendor is responsible for:

- The provision of all necessary program equipment and materials to serve the classes and camps
- The safe and secure storage of the equipment
- Providing safe and secure instruction to students
- Determining that enrollment of students meets CRA guidelines
- Coordinating all logistics with the Marina Staff, and following all instructions, commands, and directives of the Marina Staff.
- Maintains the proper and correct amount of insurance and provides evidence of certificate to CRA representative
- Provide a detailed schedule of events to the CRA Representative no later than 60 days prior to the beginning of each program year (Referenced in the Schedule of Activities Section)
- Assure proper tracking of students and provide regular reports to CRA Representative
- All **staff and volunteers** will annually undergo background screenings. The background screenings should meet the Department of Juvenile Justice Level II Background Screening from an authorized entity (or a higher level of scrutiny). A letter of clearance **must** be provided to the CRA Representative; this letter **must** detail if the applicant has met one of the following classifications:
 - Eligible
 - Identified/Non Caretaker Only
 - Ineligible/Disqualified

Staff and/or volunteers who do not receive an eligible rating are not qualified to participate and can only be hired or utilized in a position where they do not have contact or access to youth or confidential youth records in the Riviera Beach Community Boating Program. An applicant may complete a background screening with the Palm Beach County School District provided that the background screening meets or exceeds the Department of Juvenile Justice Level II scrutiny and provided that the Palm Beach County School District agrees to release a letter of clearance to the RBCRA.

- Obtain release of liens from all parents and return to the CRA, holding the CRA and City of Riviera Beach free from liability.
- Provide monthly reporting on the status of the program as referenced in the reporting section of this scope of services.

CRA Responsibilities

- Remit grant proceeds to vendor in a timely manner as agreed upon.
- Evaluate program annually and report findings to the Board of Commissioners.
- Remit a notice of program commencement to the vendor within seven (7) business days of execution of the agreement.

EXHIBIT A

RESOLUTION NO. 2014-102

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE PROFESSIONAL SERVICE AGREEMENT WITH FLORIDA FISHING ACADEMY FOR THE COMMUNITY BOATING PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency desires Contractor to provide certain professional services for the development and implementation of a community boating program at the redeveloped City Marina located within the community redevelopment area within the City of Riviera Beach (the "Project") and the Contractor desires to provide such professional services to the Agency pursuant to the terms of the Agreement; and

WHEREAS, because of the uniqueness of the service, existing programming, and extensive investment of equipment, the Agency has documented the need for these services through a Sole Source procurement process, and again selected the Contractor as the successful provider of these services; and

WHEREAS, the Agency and the Consultant entered into a Professional Service Agreement dated as of the 15th day of November, 2011, ("the Agreement") between the Riviera Beach Community Redevelopment Agency and Florida Fishing Academy, Inc., first modified on November 16, 2012 and then modified on November 18, 2013, for the Consultant to provide a community boating program at the redeveloped City Marina ("the Project"); and

WHEREAS, the Consultant and the Agency desire to enter into a new three (3) year agreement and continue the total annual compensation of this new Agreement by Thirty Thousand Dollars (\$30,000) and upon the terms and conditions contained herein; and

WHEREAS, the Agreement provides for three years of continuing services to provide the community boating program contingent upon an end of the year program review, available funding, and requires the approval of the Commissioners of the Agency.

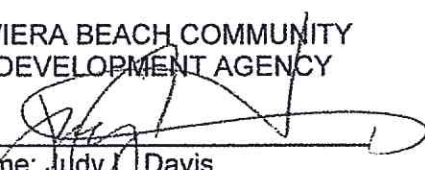
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency hereby approves the attached Professional Service Agreement with Florida Fishing Academy for the Community Boating Program and authorizes the Chairman and Executive Director to execute said Agreement.

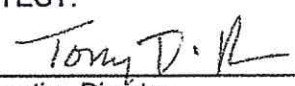
SECTION 2. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of November, 2014.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: Judy L. Davis
Title: Chairperson

ATTEST:

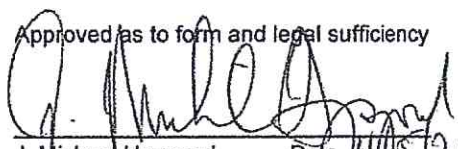

Executive Director

MOTION BY:
SECONDED BY:

B. GUYTON
D. PARDO
C. THOMAS
T. DAVIS
J. DAVIS

D. Pardo
B. Guyton
AYE
AYE
AYE
Absent
AYE

Approved as to form and legal sufficiency


J. Michael Haygood
J. Michael Haygood, PA
General Counsel to CRA

Date: 11/15/2014

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
FLORIDA FISHING ACADEMY, INC.
AND
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

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subject to the terms and conditions in the Scope of Services, including compliance with the schedule set forth herein.

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3. COMPENSATION FOR SERVICE

3.1 Compensation for services rendered by the Contractor shall be Thirty Thousand Dollars (\$30,000) annually paid in monthly installments of Twenty Five Hundred Dollars (\$2,500.)

3.2 The Contractor will prepare and submit to the Agency an invoice detailing specific services and the total number of participants served; this will be provided on a monthly basis, as well as on an annual basis. Payment for services will be made by the Agency within thirty (30) days of the invoice date. If the Agency objects to any portion of an invoice, the Agency shall so notify the Contractor in writing within fifteen (15) calendar days of receipt of the invoice.

4. TERMINATION OF THE CONTRACT

This Agreement or any work authorization, may be terminated by the Agency at any time upon written notification to Contractor as to any services to be rendered after such notice is given. In the event of any such termination by the Agency, the Contractor shall still be entitled to receive the amount due it for services rendered hereunder prior to the date of such termination.

5. INSURANCE

5.1 The Contractor shall maintain the following minimum insurance coverages during the performance of the services under this Agreement:

Workers Compensation – Statutory Limit

Employer Liability - \$1,000,000/Accident – Bodily Injury
\$ 500,000/Policy Limit – Disease
\$1,000,000/Employee - Disease
Auto Liability - \$1,000,000/Property Damage
\$1,000,000/Bodily Injury – Each Occurrence
General Liability - \$1,000,000/BI/AD per occurrence
Professional Liability-\$1,000,000/Aggregate

5.2 Such insurance shall contain provisions showing that the Agency is an additional insured, that the Contractor's insurance policies are primary to the Agency's insurance policies and that any reduction of the policy limits by endorsement of any said policies or the cancellation of said policies shall not be effective without first providing the AGENCY with thirty (30) days written notice.

6.0 ASSIGNMENTS

Neither the Contractors nor the AGENCY shall assign nor subcontract the whole of this Agreement or any work authorization without the prior written consent of the other.

7.0 INDEPENDENT CONTRACTOR

The Contractor is providing the services to be performed hereunder as an independent contractor and nothing in this Agreement shall be construed to constitute any other relationship between the AGENCY and the Contractor. The Contractor shall at all times maintain exclusive direction and control over the Contractor's employees, methods, equipment and facilities used by the Contractor in the performance of its work. The Contractor is responsible for all applicable employment and income taxes related to the performance of its services, and Contractor agrees to hold harmless the Client from any claims for payment of said obligations.

8.0 HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the AGENCY of, from, and against liability and expense, including reasonable attorney's fees, in connection with claims for personal injuries or property damage, including loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this contract. This includes claims made by the employees of the Contractor against the AGENCY and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the AGENCY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9.0 AGREEMENT SUBJECT TO FUNDING

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set forth herein as determined in the sole discretion of the Board of Commissioners of the AGENCY. In the event

funds to finance this Agreement become unavailable, the AGENCY may terminate this Agreement upon less than twenty four (24) hours notice, written and delivered to Contractor, the Board of Commissioners of the AGENCY shall be the sole and final authority as to the availability of funds.

10.0 AWARD OF AGREEMENT

Contractor represents and warrants to the AGENCY that Contractor has not employed or retained any person or company employed or retained any person or company employed by the AGENCY of the City to solicit or secure this Agreement and that Contractor has not offered to pay, paid, or agreed to pay any person any fees, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

11.0 INTEREST OF CONTRACTOR AND ITS EMPLOYEES

Contractor further represents and states Contractor, nor any of its employees, have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property located in the boundaries of the AGENCY (the "Property"), or any other interest, whether or not in connection with the Property which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed or will not employ, in connection with the services to be furnished under this Agreement, or any such person having such interest. Contractor and any of its employees, so long as employed by the AGENCY, will not acquire any such interests and will not, for their own account or for other than the AGENCY, negotiate for any of the Property, perform services in connection with any Property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the Property.

12.0 PUBLIC RECORDS

The Consultant shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CRA all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

13.0 NOTICES

Any notices required hereunder shall be in writing and shall be deemed duly given on the date of mailing if deposited in the United States Postal Service, certified mail, return receipt requested, in a properly sealed and postage prepaid envelope, addressed as follows:

CONTRACTOR:

Richard Brochu
7067 Peninsula Court
Lake Worth, Fl 33467

AGENCY:

Tony Brown, Executive Director
2001 Broadway, Suite 300
Riviera Beach, Florida
Telephone: 561-844-3408
E-mail: tbrown@rbcr.com

14.0 GOVERNING LAW

The terms of this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Palm Beach County, and the jurisdiction of the United States District Court for the Southern District of Florida, for the purposes of any suit, action or other proceeding, (b) any claim that it is not personally subject to the above named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

15.0 SEVERABILITY AND SURVIVAL

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall continue in full force and effect.

16.0 ATTORNEY'S FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable litigation costs and attorneys' fees and other related expenses.

17.0 ENTIRE AGREEMENT

This Agreement, along with any Exhibits attached hereto supersedes any and all prior negotiations and oral agreements heretofore made relating to the subject matter hereof and except for written agreements if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this 12th day of November, 2014.

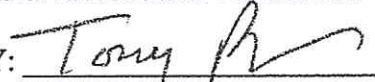
ATTEST:

BY:

DARLENE HATCHER

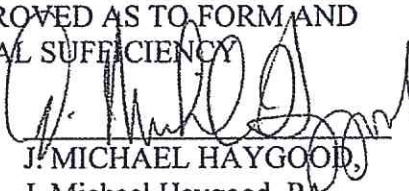


RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: 
TONY BROWN,
CRA EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:


J. MICHAEL HAYGOOD,
J. Michael Haygood, PA
CRA ATTORNEY
Date: 11/5/2014

CONTRACTOR
FLORIDA FISHING ACADEMY, INC.

By:


RICHARD BROCHU

Exhibit "A"
Riviera Beach CRA Community Boating Program
Amended Scope of Services FY 2014-2015

Programming

The Florida Fishing Academy will provide the following services for the Riviera Beach Community Boating Program:

- Weekly Classes
- Week Long Camps
- Community Events

Scholarships will be offered to Riviera Beach Residents, ages 8-18, to attend the Community Boating Program; once those scholarships are filled, the remaining spots will be offered to Riviera Beach residents at a discounted price.

Weekly classes will instruct students on proper and safe boating, kayaking, fishing, and sailing practices and other curricula to be provided by the contractor to the CRA's representative in writing. Weekly classes will be held every Saturday at Bicentennial Park or elsewhere in the Marina as determined because of the ongoing construction, except on holiday weekends and during inclement weather (notice of canceled classes to be provided to the CRA representative with 24 hours' notice). See the section on Scheduled Activities for a detailed listing of program dates and activities.

The watersports curriculum will instruct students on proper and safe boating, kayaking, fishing, and sailing practices. Instruction will be provided weekly via the Saturday Classes.

Seven week long camps will be held throughout the course of the year. The curriculum during the camps will focus on but not be limited to: proper water safety techniques, fishing, and proper watersports procedures. The Camps will be held specifically during the six (6) weeks over the course of the summer months and one (1) week long camp to be provided during Spring Break. All camp dates and times will coincide with the Palm Beach County Academic Calendar and will be detailed in the Schedule of Activities (please see referenced section).

Deliverables:

The contractor is to provide the following deliverables in the following format:

Detailed Schedule of Activities:

The following is provided as the format that the schedule should follow, the following is a sample and is to be completed by the contractor; the schedule should be detailed for the entire twelve (12) months. The final and complete schedule is provided in the program below. The contractor shall provide any changes to the schedule of activities to the CRA representative in writing (via email) with 24 hours' notice.

Reporting:

Contractor is to provide the following monthly reports as backup to the invoice:

1. One (1) to two page Monthly Narrative to include the following elements:
 - a. Highlights
 - b. Challenges
 - c. Volunteer Names
 - d. Community Partners
 - e. Compliance
 - f. Innovation
 - g. Pictures
2. Monthly Chart
3. On Site Audit (Annual)

Report			
Activity	Annual Targets	Current Month	YTD
Community Events			
Riviera Residents— Single Sessions			
Non-Residents— Single Sessions			
Non-Residents— Camp			
Classes			
Weeks of Camp			
Volunteer Hours			

Programming (\$30,000)

- **Water Sports Instruction:** Weekly classes to provide instruction (Snorkeling, Kayaking, Sailing, Fishing)-Total of 500 students served with free tuition. There will be a total of 55 classes held over 49 weeks; class size will average 10 students, with a total of 500 students served over the year.
 - Classes will be held from November 2014-November 2015 (see schedule of activities for a complete listing of dates and times)
 - Classes will be held every Saturday (except for holiday weekends and weekends of inclement weather. In the case of inclement weather, the Contractor will send notice to the CRA representative within 24 hours in writing by email)
- **Community Events:** The Florida Fishing Academy will host two community events throughout the year) one community event each in the 2nd and 3rd quarter). The community events will focus on providing water access to the greater community. The vendor will be responsible for the planning, marketing, advertising, scheduling and execution of the Community Events.

- **Summer/Spring Break Camp**

- A total of 7 camps, (each camp five days in duration), will be held over the course of the year
- The camp schedule is outlined in the Schedule of Activities and is to coincide with the Palm Beach County Academic Calendar
 - 6 weeks of camp during the Summer Break
 - 1 week of camp during the Spring Break
- The camps are to be five days in duration and will average 20 students per class for a total of 140 students served over the course of the camps.

Vendor Responsibilities

Vendor is responsible for:

- The provision of all necessary program equipment and materials to serve the classes and camps
- The safe and secure storage of the equipment
- Providing safe and secure instruction to students
- Determining that enrollment of students meets CRA guidelines
- Coordinating all logistics with Marina Director, and following all instructions, commands, and directives of the Marina Director
- Maintains the proper and correct amount of insurance and provides evidence of certificate to CRA representative
- Provide a detailed schedule of events to the CRA Representative no later than 60 days prior to the beginning of each program year (Referenced in the Schedule of Activities Section)
- Assure proper tracking of students and provide regular reports to CRA Representative
- All **staff and volunteers** will annually undergo background screenings. The background screenings should meet the Department of Juvenile Justice Level II Background Screening from an authorized entity (or a higher level of scrutiny). A letter of clearance **must** be provided to the CRA Representative; this letter **must** detail if the applicant has met one of the following classifications:
 - Eligible
 - Identified/Non Caretaker Only
 - Ineligible/Disqualified

Staff and/or volunteers who do not receive an eligible rating are not qualified to participate and can only be hired or utilized in a position where they do not have contact or access to youth or confidential youth records in the Riviera Beach Community Boating Program. An applicant may complete a background screening with the Palm Beach County School Board provided that the background screening meets or exceeds the Department of Juvenile Justice Level II scrutiny and provided that the Palm Beach County School Board agrees to release a letter of clearance to the RBCRA.

- Obtain release of liens from all parents and return to the CRA, holding the CRA and City of Riviera Beach free from liability.
- Provide monthly reporting on the status of the program as referenced in the reporting section of this scope of services.

CRA Responsibilities

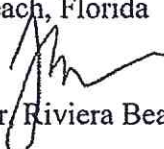
- Remit grant proceeds to vendor in a timely manner as agreed upon.
- Evaluate program annually and report findings to the Board of Commissioners.
- Remit a notice of program commencement to the vendor within seven (7) business days of execution of the agreement.



Florida's Dynamic
Waterfront Community

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Tony T. Brown 
Executive Director, Riviera Beach CRA

COPY: J. Michael Haygood, CRA General Counsel

DATE: November 3, 2014

SUBJECT: Florida Fishing Academy Agreement for Services

BACKGROUND

On November 9, 2011, the Riviera Beach Community Redevelopment Agency (RBCRA) Board of Commissioners approved a three year agreement with The Florida Fishing Academy (FFA) to provide a community boating program at the Municipal Marina, with each year's contract subject to performance and community impact evaluations and Board approval.

The FFA was selected to provide the Community Boating program in FY 2011-2012 via a publically posted solicitation, proposal evaluation, and oral interview process. The CRA selected the Florida Fishing Academy as the vendor to administer a Community Water Recreation Program, geared towards children ages 8-18, based out of the Municipal Marina. This program has successfully continued in subsequent years. The Agreement was first modified on November 16, 2012 and again modified on November 18, 2013. The current Agreement expires on November 15, 2014.

Program Scope and Annual Targets

The Riviera Beach Community Boating Program provides Saturday Classes, Summer Camps and Community Events to residents of Riviera Beach, ages 8-18 through a scholarship format. Enrollment qualifying guidelines are as follows:

- Must be a resident of Riviera Beach
- Be between the ages of 8-18
- Must have successfully completed a prior safety course
- Must have good behavior
- Must complete a liability waiver that releases the City of Riviera Beach and The Riviera Beach CRA of liability
- Must complete a photo release that allows for the RBCRA and the FFA to use the photographs for marketing and advertising purposes

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 Broadway, Suite 300
Riviera Beach, FL 33404
P. 561.844.3408 F. 561.881.8043
www.rbcra.com

Tony T. Brown, Executive Director
Board of Commissioners
Judy L. Davis (Dist. 2)
Dawn S. Pardo (Dist. 4)
Bruce Guyton (Dist. 1)
Cedrick A. Thomas (Dist. 3)
Terence "TD" Davis (At-Large)



2012 Whole City Bronze Award
Bursary Award Recipient

2011 Roy F. Kenzie Award
Outstanding Rehabilitation, Renovation and
Reuse Project

The chart below illustrates annual program targets for FY 2013-2014 and the FY 2015 Targets)

	Annual Target	November 2013 to Date	FY 2015 Annual Targets
Community Events	4	4	2
Riviera Beach Residents-Single Sessions	550	1,298	360
Riviera Beach Residents-Camp	70	197	140
Non Residents-Single Sessions	0	240	0
Non Residents-Camp	0	0	0
Classes	55	102	55
Weeks of Camp	7	10	7
Volunteer Hours	0	0	0

Budget Consideration

The cost of the program for Riviera Beach to participate is \$30,000 for FY2014-2015. There is no change in cost from FY 2013-2014. The CRA approved a budget allocation of \$30,000 for the contract in the FY 2015 Budget.

Deliverables

The contractor is to provide the following deliverables:

1. Detailed Schedule of Activities
2. Monthly Reports
3. Annual Targets

Detailed Schedule of Activities:

<u>Schedule of Activities</u>	
Saturday Classes (November 1 st to June 5 th and from August 8 th to October 31 st) <ul style="list-style-type: none"> • Fishing • Snorkeling • Kayaking • Sailing • Boating 	Times: 9:00am-12:00pm
Weekly Summer/Spring Break Camps (Week of March 16 th and June 15 th to July 31 st) <ul style="list-style-type: none"> • Sailing Camp • Kayaking Camp • Snorkeling • Fishing 	Monday- Friday 9:00am-3:00pm 9:00am-3:00pm 9:00am-3:00pm 9:00am-3:00pm
Community Events	TBA

Reporting:

Contractor is to provide the following reports as backup with each invoice:

1. One (1) to two (2) page Monthly Narrative to include the following elements:
 - a. Highlights
 - b. Challenges
 - c. Volunteer Names
 - d. Community Partners
 - e. Compliance
 - f. Innovation
 - g. Pictures
2. Monthly Chart
3. On Site Audit (Annual)

Contract Term

The agreement term will be for three years contingent upon review, funding and Board Approval.

Compensation

The Contractor is expected to provide weekly classes, camps, and community events for a total not to exceed \$30,000. Staff will collaborate with contractor for the development, marketing, and outreach of the program.

RECOMMENDATION

Staff recommends the approval of the attached resolution to renew the agreement for the Florida Fishing Academy, Inc. to provide a Community Boating Program through November 15, 2017, at a cost of \$30,000, which consists of weekly classes, summer classes, and community events (the full scope of services is attached as Exhibit "A").

TTB:aj

Riviera Beach Community Redevelopment Agency

JUSTIFICATION FOR SOLE SOURCE PURCHASE

This questionnaire has been designed to assist staff in relating information necessary for the submission and review of sole source/sole brand purchase requisitions.

The Executive Director or authorized purchasing representative must provide the following information. If more space is needed, please attach additional page(s).

1. A description of the proposed purchase and the benefit of the purchase to the Agency.

Florida Fishing Academy has served as the vendor to administer a Community Water Recreation Program, geared towards children ages 8-18, based out of the Municipal Marina, for the past three years. The Riviera Beach Community Boating Program provides Saturday Classes, Summer Camps and Community Events to residents of Riviera Beach, ages 8-18 through a scholarship format. Enrollment qualifying guidelines are as follows:

- Must be a resident of Riviera Beach
 - Be between the ages of 8-18
 - Must have successfully completed a prior safety course
 - Must have good behavior
 - Must complete a liability waiver that releases the City of Riviera Beach and The Riviera Beach CRA of liability
 - Must complete a photo release that allows for the RBCRA and the FFA to use the photographs for marketing and advertising purposes
2. The reason why the requested product/service is the only product/service that meets Agency's requirements, and why competing products and/or services are not available. (Example: The products will be incorporated into existing equipment and use of competing equipment will void the product warranty.)

The Florida Fishing Academy has an excellent history of providing water sport services for children in Riviera Beach. They have proven partnerships, good management, and have invested in particular equipment to meet the needs of our residents and their children.

3. The reason why only the requested vendor can provide the product and/or service(s). (Example: Service directly from the manufacturer is required to prevent voiding the current warranty.)

Florida Fishing Academy has trained staff, adequate equipment on location at the Marina, established relationships and partners, leveraged funding and good marketing capabilities. Additionally, staff have all cleared background checks.


Executive Director/Agency's Authorized Signature

RESOLUTION NO. 2015-43

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A FIRST MODIFICATION TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN FLORIDA FISHING ACADEMY, INC. ("CONSULTANT") AND THE AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency and Consultant entered into a Professional Service Agreement, dated November 12, 2014 ("the Agreement"); and

WHEREAS, the Agreement provides for a three year term to provide a community boating program at the redeveloped municipal marina; and

WHEREAS, the Agreement provides for the exercise of three one year options contingent upon an end of year program review, available funding, and requires the approval of the Commissioners of the Agency; and

WHEREAS, the Agency and the Consultant desire to exercise one year option of the Agreement for total annual compensation of Thirty Thousand Dollars (\$30,000) upon the terms and conditions contained herein; and

WHEREAS, the Agency and the Consultant desire to provide an amended scope of services that clearly defines the responsibilities of both parties, defines deliverables, and provides for a continued monthly report

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency hereby approves the First Modification of the Professional Service Agreement between Florida Fishing Academy, Inc. and the Riviera Beach Community Redevelopment Agency attached as Exhibit "A".

SECTION 2. The resolution shall be effective immediately upon its adoption.

[Signatures on following page]

PASSED AND ADOPTED this 28th day of October 2015.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Name: Dawn Pardo
Title: Chairperson

ATTEST:

[Signature]
Executive Director

Approved as to form and legal sufficiency

[Signature]
J. Michael Haygood
Date 10/1/2015

MOTION BY: B. Guyton

SECONDED BY: T. Davis

General Counsel to CRA

D. PARDO
T. DAVIS
C. THOMAS
B. GUYTON
K. MILLER-ANDERSON

Aye
Aye
Absent
Aye
Aye

EXTENSION AND MODIFICATION
OF
PROFESSIONAL SERVICE AGREEMENT
BETWEEN
FLORIDA FISHING ACADEMY
AND
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

THIS EXTENSION AND MODIFICATION OF PROFESSIONAL SERVICE AGREEMENT is made as of 29th day of October, 2015, by and between RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") and FLORIDA FISHING ACADEMY, Inc., a Florida for profit corporation (the "Consultant").

WHEREAS, the Agency and the Consultant entered into a Professional Service Agreement dated as of the 12th day of November, 2014, (the "Agreement") between the City of Riviera Beach Community Redevelopment Agency and Florida Fishing Academy, Inc., providing for the Consultant to provide a community boating program at the redeveloped City Marina (the "Project"); and

WHEREAS, the Agreement provides for two, one year extensions of the Agreement and requires the approval of the Commissioners of the Agency; and

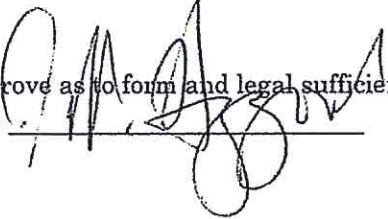
WHEREAS, the Consultant and the Agency desire to continue the total annual compensation of the Agreement by thirty thousand dollars (\$30,000) and extend the term of the Agreement for twelve months subject to and upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, and the following covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledged the Agency and the Consultant hereby agree as follows:

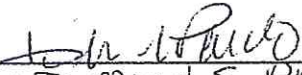
Section 1: Paragraph 2 of the Agreement is hereby amended by continuing the total compensation to be paid to the Consultant by thirty thousand dollars (\$30,000) and extending the term of the Agreement for an additional twelve months, until November 11, 2016.

Section 2. Except as provided herein, all other terms, conditions and provisions of the Agreement, as herein extended, remain unchanged and are hereby ratified and confirmed.

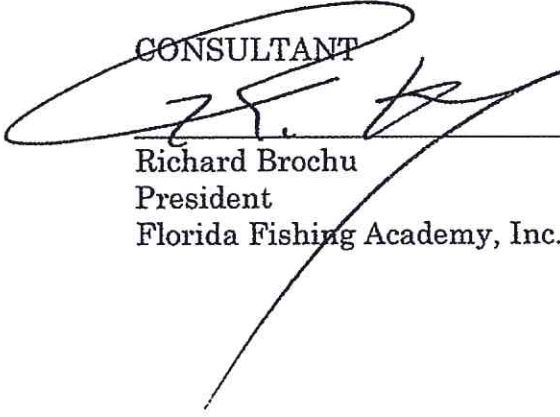
IN WITNESS WHEREOF, the parties hereto have executed this Extension and Modification of Employment Agreement the date first above written.

Approve as to form and legal sufficiency
By: 

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: DAWN S. PARDO
Title: CHAIR

CONSULTANT


Richard Brochu
President
Florida Fishing Academy, Inc.

Riviera Beach CRA Community Boating Program
Amended Scope of Services FY 2015-2016

Programming

The Florida Fishing Academy will provide the following services for the Riviera Beach Community Boating Program:

- Weekly Classes
- Week Long Camps
- Community Events

Scholarships will be offered to Riviera Beach Residents, ages 8-18, to attend the Community Boating Program; once those scholarships are filled, the remaining spots will be offered to Riviera Beach residents at a discounted price.

Weekly classes will instruct students on proper and safe boating, kayaking, fishing, and sailing practices and other curricula to be provided by the contractor to the CRA's representative in writing. Weekly classes will be held every Saturday at Bicentennial Park or elsewhere in the Marina as determined because of the ongoing construction, except on holiday weekends and during inclement weather (notice of canceled classes to be provided to the CRA representative with 24 hours' notice). See the section on Scheduled Activities for a detailed listing of program dates and activities.

The watersports curriculum will instruct students on proper and safe boating, kayaking, fishing, and sailing practices. Instruction will be provided weekly via the Saturday Classes.

Seven week long camps will be held throughout the course of the year. The curriculum during the camps will focus on but not be limited to: proper water safety techniques, fishing, and proper watersports procedures. The Camps will be held specifically during the six (6) weeks over the course of the summer months and one (1) week long camp to be provided during Spring Break. All camp dates and times will coincide with the Palm Beach County Academic Calendar and will be detailed in the Schedule of Activities (please see referenced section).

Deliverables:

The contractor is to provide the following deliverables in the following format:

Detailed Schedule of Activities:

The following is provided as the format that the schedule should follow, the following is a sample and is to be completed by the contractor; the schedule should be detailed for the entire twelve (12) months. The final and complete schedule is provided in the program below. The contractor shall provide any changes to the schedule of activities to the CRA representative in writing (via email) with 24 hours' notice.

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Riviera Residents— Single Sessions			
Non-Residents— Single Sessions			
Non-Residents— Camp			
Classes			
Weeks of Camp			
Volunteer Hours			

Programming (\$30,000)

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 - Classes will be held from November 2015 – November 2016 (see schedule of activities for a complete listing of dates and times)
 - Classes will be held every Saturday (except for holiday weekends and weekends of inclement weather. In the case of inclement weather, the Contractor will send notice to the CRA representative within 24 hours in writing by email)
- **Community Events:** The Florida Fishing Academy will host two community events throughout the year) one community event each in the 2nd and 3rd quarter). The community events will focus on providing water access to the greater community. The vendor will be responsible for the planning, marketing, advertising, scheduling and execution of the Community Events.

- **Summer/Spring Break Camp**

- A total of 7 camps, (each camp five days in duration), will be held over the course of the year
- The camp schedule is outlined in the Schedule of Activities and is to coincide with the Palm Beach County Academic Calendar
 - 6 weeks of camp during the Summer Break
 - 1 week of camp during the Spring Break
- The camps are to be five days in duration and will average 20 students per class for a total of 140 students served over the course of the camps.

Vendor Responsibilities

Vendor is responsible for:

- The provision of all necessary program equipment and materials to serve the classes and camps
- The safe and secure storage of the equipment
- Providing safe and secure instruction to students
- Determining that enrollment of students meets CRA guidelines
- Coordinating all logistics with Marina Director, and following all instructions, commands, and directives of the Marina Director
- Maintains the proper and correct amount of insurance and provides evidence of certificate to CRA representative
- Provide a detailed schedule of events to the CRA Representative no later than 60 days prior to the beginning of each program year (Referenced in the Schedule of Activities Section)
- Assure proper tracking of students and provide regular reports to CRA Representative
- All **staff and volunteers** will annually undergo background screenings. The background screenings should meet the Department of Juvenile Justice Level II Background Screening from an authorized entity (or a higher level of scrutiny). A letter of clearance **must** be provided to the CRA Representative; this letter **must** detail if the applicant has met one of the following classifications:
 - Eligible
 - Identified/Non Caretaker Only
 - Ineligible/Disqualified

Staff and/or volunteers who do not receive an eligible rating are not qualified to participate and can only be hired or utilized in a position where they do not have contact or access to youth or confidential youth records in the Riviera Beach Community Boating Program. An applicant may complete a background screening with the Palm Beach County School Board provided that the background screening meets or exceeds the Department of Juvenile Justice Level II scrutiny and provided that the Palm

Beach County School Board agrees to release a letter of clearance to the RBCRA.

- Obtain release of liens from all parents and return to the CRA, holding the CRA and City of Riviera Beach free from liability.
- Provide monthly reporting on the status of the program as referenced in the reporting section of this scope of services.

CRA Responsibilities


- Remit grant proceeds to vendor in a timely manner as agreed upon.
- Evaluate program annually and report findings to the Board of Commissioners.
- Remit a notice of program commencement to the vendor within seven (7) business days of execution of the agreement.




Florida's Dynamic
Waterfront Community

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Tony T. Brown, Executive Director, Riviera Beach CRA

DATE:  October 28, 2015

COPY: Michael Haygood, General Counsel, Riviera Beach CRA

SUBJECT: Resolution Approving the First Modification to the Professional Service Agreement Between Florida Fishing Academy, Inc., and Riviera Beach Community Redevelopment Agency

REQUEST FOR BOARD ACTION

Riviera Beach Community Redevelopment Agency (RBCRA) requests authorization to approve the first modification to the Professional Service Agreement with Florida Fishing Academy, Inc., (FFA) to provide a Community Boating Program through November 11, 2016.

BACKGROUND

On November 12, 2014, RBCRA Board of Commissioners approved a three (3) year Professional Service Agreement with FFA to provide a Community Boating Program at the redeveloped Municipal Marina with each year's contract contingent upon an end of year program review, available funding, and the approval of the Board of Commissioners. Attached as Attachment "A" is Resolution number 2014-62 approving the Professional Service Agreement between FFA and RBCRA.

FFA was selected to provide a Community Boating Program in FY 2011-2012 through a publically posted solicitation, proposal evaluation, and oral interview process. RBCRA selected the Florida Fishing Academy as the vendor to administer a Community Water Recreation Program, geared towards children ages 8-18, based out of the Municipal Marina. The Professional Service Agreement was first modified on November 16, 2012 and modified again on November 18, 2013.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 Broadway, Suite 300
Riviera Beach, FL 33404
P. 561.844.3408 F. 561.881.8043
www.rbcra.com

Tony T. Brown, Executive Director
Board of Commissioners
KaShamba L. Miller (Dist. 2)
Dawn S. Pardo (Dist. 4)
Bruce Guyton (Dist. 1)
Cedrick A. Thomas (Dist. 3)
Terence "TD" Davis (At-Large)



2012 Whole City Bronze Award
Bursary Award Recipient

2011 Roy F. Kenzie Award
Outstanding Rehabilitation, Renovation and
Reuse Project

Program Scope of Services

The Riviera Beach Community Boating program provides Saturday Classes, Summer Camps, and Community Events to residents of Riviera Beach, ages 8-18 through a scholarship format.

Enrollment qualifying guidelines are as follows:

- Must be a resident of Riviera Beach
- Must be between 8-18
- Must have successfully completed a prior safety course
- Must have good behavior
- Must complete a liability waiver that releases the City of Riviera Beach and the RBCRA of liability
- Must complete a photo release that allows for the RBCRA and the FFA to use the photographs for marketing and advertising purposes

DELIVERABLES

FFA is to provide Detailed Schedule of Activities, Monthly Reports, and Annual Targets.

Schedule of Activities

A summary of the Schedule of Activities is provided in the chart below. The schedule is subject to change to align with Palm Beach County School Board 2015/2016 Calendar. Activities will not be held on holiday weekends and weekends of inclement weather.

Days	Times
Saturday Classes (November 14 th to June 4 th and August 22 nd to November 5 th) <ul style="list-style-type: none">• Fishing• Snorkeling• Kayaking• Sailing• Boating	9:00 a.m. to 12:00 p.m.
Weekly Summer/Spring Break Camps (Week of March 21 st and June 13 th to July 22 nd)	9:00 a.m. – 3:00 p.m.

Community Events are to be determined at a later date.

Monthly Report

FFA is to provide the following in a report format as backup with each invoice:

1. One (1) to two page Monthly Narrative to include the following elements:
 - a. Highlights
 - b. Challenges
 - c. Volunteer Names
 - d. Community Partners
 - e. Compliance

- f. Innovation
- g. Pictures
- 2. Monthly Chart
- 3. On Site Audit (Annual)

Annual Targets

The below chart illustrates annual program targets with year-to-date actuals for FY 2014-2015 and proposed annual program targets for FY 2016.

	FY 2014-2015 Annual Target	Actual to Date Nov 2014 – Sept 2015	Proposed FY 2015-2016
Community Events	2	2	2
Riviera Residents-Single Sessions	550	1073	800
Riviera Residents-Camp	140	194	160
Non-Residents-Single Sessions	0	31	0
Non-Residents-Camp	0	0	0
Classes	55	92	55
Weeks of Camp	7	8	7
Volunteer Hours	0	0	0

FISCAL IMPACT

Compensation

Total annual compensation is \$30,000 for FY 2015-2016. RBCRA approved a budget allocation of \$30,000 for the contract in the FY 2015/2016 Budget. Annual compensation has not increased and remains the same as FY 2014-2015.

FFA is expected to provide weekly classes, camps, and community events for a total not to exceed \$30,000.

Contract Term

The original agreement was executed for three years contingent upon an end of year program review, available funding, and the approval of the Board of Commissioners.

RECOMMENDATION

Staff recommends approval of the first modification to the Professional Service Agreement between RBCRA and FFA to provide a Community Boating Program through November 11, 2016 at a cost of \$30,000, which consists of weekly classes, summer classes, and community events as outlined in the scope of services for 2015/2016.

TTB/laj

EXHIBIT C

RESOLUTION NO. 2016-19

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE SECOND CONTINUATION THE PROFESSIONAL SERVICE AGREEMENT BETWEEN FLORIDA FISHING ACADEMY, INC. ("CONSULTANT") AND THE AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency and Consultant entered into a Professional Service Agreement, dated November 12, 2014 ("the Agreement"); and

WHEREAS, the Agreement provides for three years of continuing services to provide the community boating program contingent upon an end of the year program review, available funding, and requires the approval of the Commissioners of the Agency; and

WHEREAS, on October 28, 2015, the Commissioners of the Agency adopted Resolution 2015-43 approving the First Continuation of the Agreement on the same terms and in the amount of Thirty Thousand Dollars (\$30,000); and

WHEREAS, the Agency and the Consultant desire to exercise one year option of the Agreement for total annual compensation of Thirty Thousand Dollars (\$30,000) upon the terms and conditions contained herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

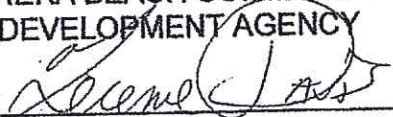
SECTION 1. The Agency hereby approves the Second Continuation of the Professional Service Agreement between Florida Fishing Academy, Inc. and the Riviera Beach Community Redevelopment Agency attached as Exhibit "A".

SECTION 2. The resolution shall be effective immediately upon its adoption.

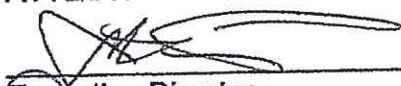
[Signatures on following page]

PASSED AND ADOPTED this 26th day of October 2016.

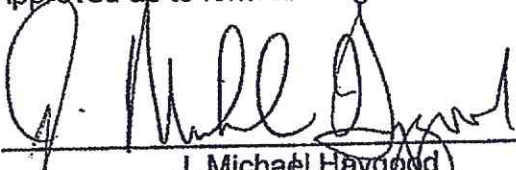
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: Terence Davis
Title: Chairperson

ATTEST:


Executive Director

Approved as to form and legal sufficiency



J. Michael Haygood
Date 10/12/2016

General Counsel to CRA

MOTION BY:

D. Pardo

SECONDED BY:

T. Davis Johnson

D. PARDO
K. MILLER-ANDERSON
L. HUBBARD
T. DAVIS JOHNSON
T. DAVIS

AVE
AVE
AVE
AVE
AVE

APPROVAL OF CONTINUATION
OF
PROFESSIONAL SERVICE AGREEMENT
BETWEEN
FLORIDA FISHING ACADEMY
AND
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

THIS APPROVAL OF THE CONTINUATION OF PROFESSIONAL SERVICE AGREEMENT is made as of 27th day of October, 2016, by and between RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") and FLORIDA FISHING ACADEMY, Inc., a Florida for profit corporation (the "Consultant").

WHEREAS, the Agency and the Consultant entered into a Professional Service Agreement dated as of the 12th day of November, 2014, (the "Agreement") between the City of Riviera Beach Community Redevelopment Agency and Florida Fishing Academy, Inc., providing for the Consultant to provide a community boating program at the redeveloped City Marina (the "Project"); and

WHEREAS, the Agreement provides for three years of continuing services to provide the community boating program contingent upon an end of the year program review, available funding, and requires the approval of the Commissioners of the Agency; and

WHEREAS, on October 28, 2015, the Commissioners of the Agency adopted Resolution 2015-43 approving the First Continuation of the Agreement in the amount of Thirty Thousand Dollars (\$30,000); and

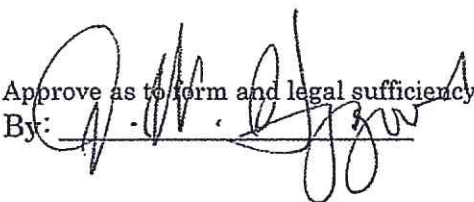
WHEREAS, the Consultant and the Agency desire to continue the total annual compensation of the Agreement by Thirty Thousand Dollars (\$30,000) and continuation of the term of the Agreement for twelve months subject to and upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, and the following covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledged the Agency and the Consultant hereby agree as follows:

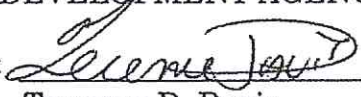
Section 1: Paragraph 2 of the Agreement is hereby amended by continuing the total compensation to be paid to the Consultant by Thirty Thousand Dollars (\$30,000) and continuing the term of the Agreement for an additional twelve months, until November 11, 2017.

Section 2. Except as provided herein, all other terms, conditions and provisions of the Agreement, as herein extended, remain unchanged and are hereby ratified and confirmed.


IN WITNESS WHEREOF, the parties hereto have executed this Extension and Modification of Employment Agreement the date first above written.

Approve as to form and legal sufficiency
By: 

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Terrence D. Davis
Chairperson

CONSULTANT



Richard Brochu
President
Florida Fishing Academy, Inc.



Florida's Dynamic
Waterfront Community

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Scott Evans, Interim Executive Director, Riviera Beach CRA

DATE: October 26, 2016

COPY: Michael Haygood, General Counsel, Riviera Beach CRA

SUBJECT: Resolution Approving the Second Continuation to the Professional Service Agreement Between Florida Fishing Academy, Inc., and Riviera Beach Community Redevelopment Agency

REQUEST FOR BOARD ACTION

Riviera Beach Community Redevelopment Agency (RBCRA) staff requests authorization to approve the second continuation to the Professional Service Agreement with Florida Fishing Academy, Inc., (FFA) to provide a Community Boating Program through November 11, 2017. Funding support for the Community Boating Program shall be provided to Riviera Beach residents only.

BACKGROUND

On November 12, 2014, RBCRA Board of Commissioners approved a three (3) year Professional Service Agreement with FFA to provide a Community Boating Program at the Municipal Marina with each year's contract contingent upon an end of year program review, available funding, and the approval of the Board of Commissioners. Attached is Resolution 2014-62 approving the Professional Service Agreement between FFA and RBCRA (Attachment "A") and Resolution 2015-43 approving the First Continuation of the Agreement (Attachment "B").

FFA was selected to provide a Community Boating Program in FY 2011-2012 through a publically posted solicitation, proposal evaluation, and oral interview process. RBCRA selected the Florida Fishing Academy as the vendor to administer a Community Water Recreation Program, geared towards children ages 8-18, based out of the Municipal Marina. The Professional Service Agreement was first modified on November 16, 2012 and modified again on November 18, 2013.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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Board of Commissioners
Terence "TD" Davis (At-Large), Chair
KaShamba L. Miller-Anderson (Dist. 2) Vice Chair
Lynne L. Hubbard (Dist. 1)
Tonya Davis Johnson (Dist. 3)
Dawn S. Pardo (Dist. 4)
Tony T. Brown, Executive Director



**2012 Whole City Bronze Award
Bursary Award Recipient**

**2011 Roy F. Kenzie Award
Outstanding Rehabilitation, Renovation and
Reuse Project**

SCOPE OF SERVICES

Program Scope of Services

The Riviera Beach Community Boating program provides Saturday Classes, Summer Camps, and Community Events to residents of Riviera Beach, ages 8-18 through a scholarship format.

Enrollment qualifying guidelines are as follows:

- Must be a resident of Riviera Beach
- Must be between 8-18
- Must have successfully completed a prior safety course
- Must have good behavior
- Must complete a liability waiver that releases the City of Riviera Beach and the RBCRA of liability
- Must complete a photo release that allows for the RBCRA and the FFA to use the photographs for marketing and advertising purposes

DELIVERABLES

FFA is to provide Detailed Schedule of Activities, Monthly Reports, and Annual Targets.

Schedule of Activities

A summary of the Schedule of Activities is provided in the chart below. The schedule is subject to change to align with Palm Beach County School Board 2016/2017 Calendar. Activities will not be held on holiday weekends and weekends of inclement weather.

Days	Times
Saturday Classes (November 12, 2016 to May 27, 2017 and August 19 th to November 11 th , 2017) <ul style="list-style-type: none">• Fishing• Snorkeling• Kayaking• Sailing• Boating	9:00 a.m. to 12:00 p.m.
Weekly Summer/Spring Break Camps (Week of March 19 th and June 11 th to July 16 th)	9:00 a.m. – 3:00 p.m.

Community Events are to be determined at a later date.

Monthly Report

FFA is to provide the following in a report format as backup with each invoice:

1. One (1) to two page Monthly Narrative to include the following elements:
 - a. Highlights
 - b. Challenges

- c. Volunteer Names
- d. Community Partners
- e. Compliance
- f. Innovation
- g. Pictures
- 2. Monthly Chart
- 3. On Site Audit (Annual)

Annual Targets

The below chart illustrates annual program targets with year-to-date actuals for FY 2015-2016 and proposed annual program targets for FY 2016-2017.

	FY 2015-2016 Annual Target	Actual to Date Nov 2015 – Sept 2016	Proposed FY 2016-2017
Community Events	2	2	2
Riviera Residents-Single Sessions	550	1058	550
Riviera Residents-Camp	140	204	140
Non-Residents-Single Sessions	0	568	0
Non-Residents-Camp	0	251	0
Classes	55	122	55
Weeks of Camp	7	9	7
Volunteer Hours	0	40	0

FISCAL IMPACT

Compensation

Total annual compensation is \$30,000 for FY 2016-2017. RBCRA approved a budget allocation of \$30,000 for the contract in the FY 2016-2017 Budget. Annual compensation has not increased and remains the same as FY 2014-2015 and FY 2015-2016. FFA is expected to provide weekly classes, camps, and community events for a total not to exceed \$30,000.

Contract Term

The original agreement was executed for three years contingent upon an end of year program review, available funding, and the approval of the Board of Commissioners. This is the second and final continuation provided under the agreement.

RECOMMENDATION

Staff recommends approval of the second continuation to the Professional Service Agreement between RBCRA and FFA to provide a Community Boating Program through November 11, 2017 at a cost of \$30,000, which consists of weekly classes, summer classes, and community events.

SE/laj

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: MARINA VILLAGE PROPERTY SWAP

Recommendation/Motion: APPROVAL

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo-Property_Swap_w-Viking.pdf	MEMO-MARINA VILLAGE PROPERTY SWAP	9/21/2017	Cover Memo
Resolution-FY_17-18_Budget___Workplan.pdf	RESOLUTION-MARINA VILLAGE PROPERTY SWAP	9/21/2017	Resolution
Attachment_1-Property_Swap_Agreement.pdf	ATTACHMENT 1-PROPERTY SWAP AGREEMENT	9/21/2017	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/21/2017 - 4:20 PM
CRA Internal Review	Evans, Scott	Approved	9/21/2017 - 4:21 PM



RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, FL

FROM:  Scott Evans, CRA Interim Executive Director

COPY: J. Michael Haygood, CRA Attorney

DATE: September 20, 2017

SUBJECT: A Resolution Authorizing a Property Exchange Agreement Between the Agency and Viking Developers (Gerald Properties. Courtney Elizabeth Properties, LLC.) For Purposes of Creating Contiguous Development Sites to Support Future Redevelopment Within Marina Village.

REQUEST FOR BOARD ACTION:

The Agency is requesting Board approval for the property exchange agreement between the Agency and Viking Developers (Gerald Properties, LLC and Courtney Elizabeth Properties, LLC.) The proposed exchange will create future development sites within the Marina District consistent with the Marina District Master Plan approved on February 25, 2013 by the Agency. The exchange will provide the Agency with ownership of a future development site adjacent to the Marina Property and Avenue "C" (shown below).

SUMMARY & BACKGROUND:

Exhibit A (attached) shows the six properties that the Agency owns and will exchange with Viking. Exhibit "B" shows the six parcels that Viking owns and will exchange with the Agency. The CRA will receive approximately 33,244 square feet of property and Viking will receive approximately 32,635 square feet of property.

The Agency had state certified appraisal firm Callaway and Price Inc. evaluate the properties to determine the market value in accordance with the agency's policies and procedures. The estimated value of the property exchange was determined to be nearly equal. Calloway & Price



appraised each separate property and the combined value of the properties owned by the Agency are a total of \$250,000 as listed on Exhibit "A". The combined value of the properties listed in Exhibit "B", owned by Viking is \$240,000. The Viking properties independently have more assemblage value for the CRA as they are already contiguous. However, Viking can utilize the Agency's scattered 13th street sites as they own the surrounding properties. The exchange will create contiguous future development sites based on the approved Marina District Master Plan and the approved Phase One Site Plan.

In addition to the property swap, Viking Developers have agreed to provide the necessary easements that are required for the Broadway Utility Burial Capital Project.

CONSISTENCY WITH CRA POLICY & STATE STATUTES:

The Agency has determined that the exchange agreement is consistent with the CRA Plan and the approved Marina District Master Plan. The adopted Community Redevelopment Plan authorizes the acquisition and disposition of property within the Community Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes (CRA Act).

On August 13, 2014, the CRA Board approved the original Real Estate Exchange Agreement by Resolution 2014-40. This agreement was later modified by the CRA Board on March 9, 2016 when the Board approved a modified and expanded agreement involving the same properties by Resolution 2016-09. The new exchange agreement will replace the previously negotiated and approved agreements.

The proposed agreement provides the following additional key conditions:

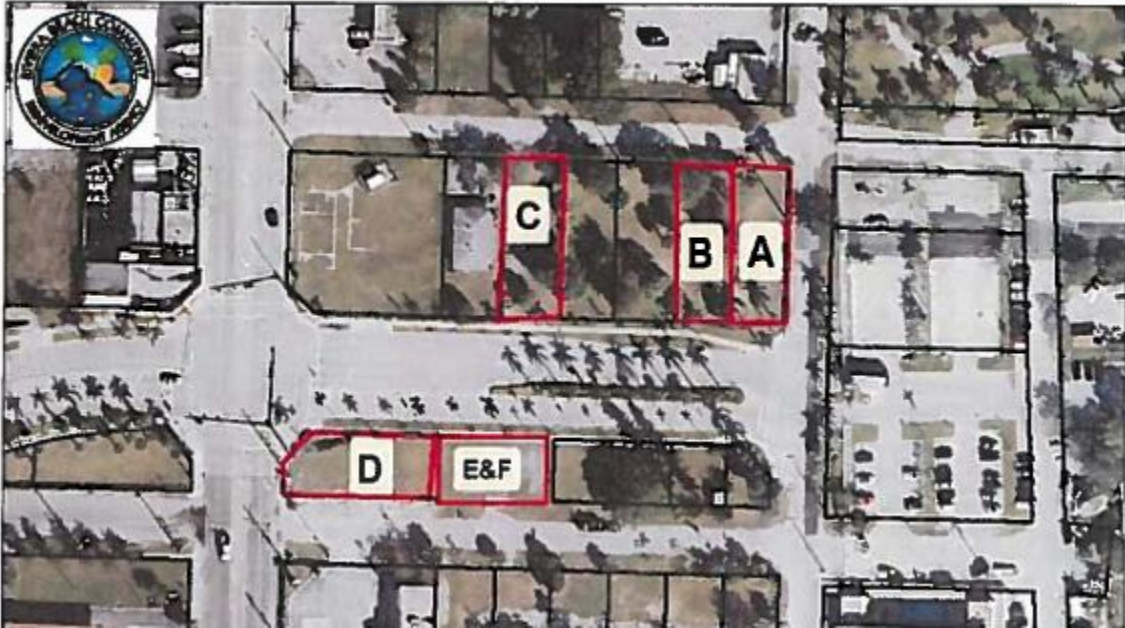
- Upon closing of the property swap agreement, Viking agrees to provide the CRA with the Utility Easements required to complete the Broadway Burial Project.
- The Agency & Viking agree to submit a joint application to the City of Riviera Beach for abandonment of old 13th Street. This is consistent with the Marina Master Plan and the Approved Phase One Site Plan to create the future Marina Village Phase II development blocks.

RECOMMENDATION:

Staff recommends Approval of the Resolution to authorize the property swap agreement between Viking Developers and the Agency. The Agreement will assemble the Marina Village property ownership into contiguous development sites to implement the Phase II Marina Village project.

EXHIBIT A

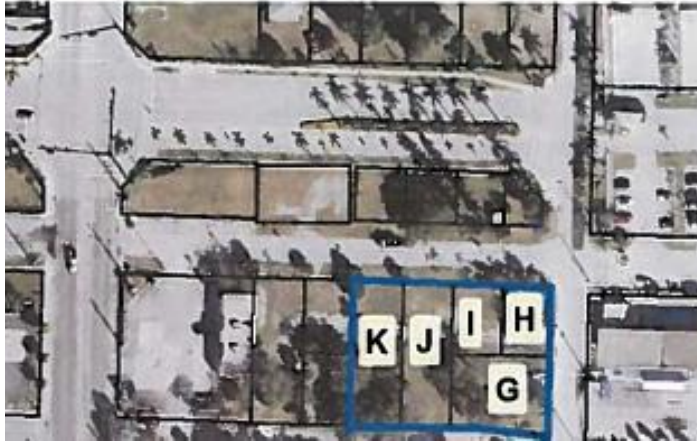
AGENCY PROPERTY



<i>Properties to be conveyed to VIKING</i>				
ID	PCN	Address	SF	APPRAISED VALUE
A	56434233060020010	1345 AVENUE C	7000	55000
B	56434233060020030	59 E 14TH ST	7000	50000
C	56434233060020090	S 14TH ST	7000	50000
D	56434233060020191	BROADWAY	6584	60000
E&F	SURVEY AND LEGAL	E 13TH ST	5061	35000
			32645	\$250,000.00

EXHIBIT B

VIKING PROPERTY



<i>Properties conveyed to CRA</i>				
ID	PCN	Address	SF	APPRAISED VALUE
G	56434233060140011	1201 AVENUE C	7000	\$55,000
H	56434233060140012	1223 AVENUE C	3500	\$30,000
I	56434233060140031	55 E 13TH ST	3500	\$25,000
J	56434233060140050	52 E 12TH ST	7000	\$50,000
K	56434233060140070	E 12TH ST	7000	\$50,000
OTHER	56434233060170100	120 W 11th st	5250	\$30,000
			33250	\$240,000.00

RESOLUTION NO. 2017-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE ANNUAL BUDGET FOR THE AGENCY FOR FISCAL YEAR 2017-18, ATTACHED HERETO AND INCORPORATED AS EXHIBIT "A"; AUTHORIZING ITS TRANSMITTAL TO THE CITY OF RIVIERA BEACH FOR CERTIFICATION IN ACCORDANCE WITH THE LAW; PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.

* * * * *

WHEREAS, the Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach, Florida; and

WHEREAS, the Agency is a dependent special district as provided by Section 189.403(2), Florida Statutes; and

WHEREAS the annual budget of the Agency (i) must be passed by a resolution; (ii) include the total amount available from taxation and other sources (iii) include amounts appropriated for specific projects in future fiscal years; (iv) must equal the total of appropriations for expenditures and reserves; and (v) be presented in accordance with generally acceptable accounting principles; and

WHEREAS, the budget must be (a) contained within the general budget of the City of Riviera Beach and be clearly stated as the budget of the dependent district; or (b) with the concurrence of the City of Riviera Beach, budgeted separately, as provided in Section 189.418 (3) and (4), Florida Statutes; and

WHEREAS, with the concurrence of the City of Riviera Beach, the budget of the Agency is budgeted separately; and

WHEREAS, the Board of Commissioners of the Agency finds the proposed budget to comply with Section 189.418, Florida Statutes; and

WHEREAS, the Board of Commissioners of the Agency desires to accept and approve the Fiscal Year (FY) 2017-18 annual budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1: The recitals and findings contained in the Preamble to the Resolution are incorporated herein as if fully set forth in this section.

SECTION 2. The Board of Commissioners hereby accepts and approves the FY 2017-18 annual budget attached as Exhibit "A", and hereby incorporated hereto.

SECTION 3: The Executive Director is hereby authorized to transmit the approved annual budget to the City of Riviera Beach for the actions necessary by the City of Riviera Beach including certification in accordance with the law.

SECTION 4: This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this ____ day of September 2017.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____

Name: KASHAMBA MILLER-ANDERSON

Title: Chairperson

Executive Director

Approved as to form and legal sufficiency



MOTION BY: _____

J. Michael Haygood, General Counsel to CRA

Date 9/18/2017

SECONDED BY: _____

D. PARDO	_____
T. DAVIS	_____
T. DAVIS JOHNSON	_____
L. HUBBARD	_____
K. MILLER-ANDERSON	_____

REAL ESTATE EXCHANGE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY,
GERALD PROPERTIES, LLC
AND
COURTNEY ELIZABETH PROPERTIES, LLC

THIS REAL ESTATE EXCHANGE AGREEMENT ("Exchange Agreement"), dated September ____, 2017 is entered into by and between the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes ("Agency"), Gerald Properties, LLC, a Florida limited liability company ("Gerald Properties") and Courtney Elizabeth Properties, LLC, a Florida limited liability company ("CE Properties") (For purposes of the Exchange Agreement, the Agency, Gerald Properties and CE Properties may individually be referred to as the "Purchasing Party" with respect to the Exchange Property to be conveyed to it or with respect to the Exchange Property to be conveyed by it, the Agency, Gerald Properties and CE Properties may be referred as the "Conveying Party").

RECITALS

A. Agency owns fee title to several parcels which land area totals approximately 0.75 acres of real property located generally contiguous to 13th Street, Riviera Beach, Florida and legally described on Exhibit "A", attached hereto and incorporated herein by reference ("Agency Property").

B. Gerald Properties and CE Properties own fee title to several parcels of land which area totals approximately 0.76 acres of real property located generally contiguous to 13th Street and at the corner of Avenue E and 11th Street, Riviera Beach, Florida as well as additional properties and legally described on Exhibit "B", attached hereto and incorporated herein by reference (collectively "Viking Property"). (For purpose of this Exchange Agreement, the Agency Property and the Viking Property may be referred to individually as the "Exchange Property" or collectively as the "Exchange Properties").

C. The Parties have agreed to apply to the City of Riviera Beach for the vacation of Old 13th Street by the City from Avenue C at the intersection of Old 13th Street and Broadway as shown on the attached Exhibit C equally to the adjoining property owner for no consideration or cost (except for application preparation and submittal administrative costs which shall be approved and shared equally between the parties of no greater than \$18,000, and City of Riviera Beach ROW abandonment application fee of \$4,000) and without conditions except as set forth in this Agreement (the "Street Vacation"). The Street Vacation shall be a joint application by the Parties and is essential to the purpose of the Exchange.

D. Gerald Properties and CE Properties have agreed to the imposition of certain easements on certain properties of Gerald Properties and CE Properties as provided in Exhibit D.

E. The parties acknowledge that the REAL ESTATE EXCHANGE AGREEMENT between the parties dated March 16, 2016 is superseded by this Agreement has been terminated and is no longer in force and effect.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency, Gerald Properties and CE Properties agree to the exchange of properties on the terms and conditions set forth below:

AGREEMENT

ARTICLE ONE **EXCHANGE OF PROPERTIES**

1.1 Mutual Conveyances. Agency agrees to convey the Agency Property to Gerald Properties and/or CE Properties, as shall be designated by them prior to Closing, and Gerald Properties and CE Properties agree to convey the Viking Property to Agency on the terms and conditions set forth herein. The Parties incorporate the provisions of the Recitals set forth above.

ARTICLE TWO **CONSIDERATION**

2.1 Equal Value. The parties agree that the Exchange Properties shall be conveyed in consideration of the equal value of the other property, plus the payment of an equal share of any closing cost pursuant to Article Three.

ARTICLE THREE **TITLE AND SURVEY**

3.1 Title Commitment. Within fifteen (15) days following execution of this Agreement by both parties, the Agency, Gerald Properties and CE Properties shall obtain an ALTA Title Commitment issued by Old Republic National Title Insurance Company to issue an Owner's ALTA Marketability Policy (the "Commitment") for Agency Property and Viking Property, respectively, in the amount of the value of the Exchange Property. The Commitment and any continuation or update thereof shall show the Agency, Gerald Properties and CE Properties to be vested with fee simple title to the Agency Property and Viking Property, respectively, free and clear of all liens, encumbrances and other matters.

3.2 Within thirty (30) days after the Effective Date of this Agreement, Agency, at the mutual expense of Agency, Gerald Properties and CE Properties (one half payable by Agency and one half by Gerald Properties and CE Properties), shall cause to be prepared and delivered to each of Agency, Gerald Properties and CE Properties, a survey and legal description of the Agency Property and Viking Property, certified without qualification to

Purchasing Party and any other parties designated by the Purchasing Party, prepared and sealed by a Florida licensed surveyor or engineer (the "Survey"). The Survey shall comply with Chapter 472, Florida Statutes, as well as the Minimum Technical Standards of Chapter 21HH-6, Florida Administrative Code, as amended, for Land or Boundary Surveys, as defined therein and shall certify compliance therewith.

3.3 Examination of Title and Survey. The Purchasing Party shall have ten (10) days from receipt of the Commitment and Survey within which to examine same. If the Purchasing Party finds title to be defective (i.e., matters which render title unmarketable in accordance with the standards of the Florida Bar and are not Permitted Exceptions) Purchasing Party shall, no later than the expiration of the foregoing ten (10) day period, notify Conveying Party in writing specifying the defect(s); if Purchasing Party fails to give Conveying Party written notice of defect(s) before the expiration of such ten (10) day period, the defects shown in the Commitment shall be deemed to be waived as title objections and Conveying Party shall be under no obligation whatsoever to take any corrective action with respect to same. If Purchasing Party has given Conveying Party timely written notice of defect(s) and the defect(s) render the title other than as required by this Agreement, Conveying Party shall use its reasonable efforts to cause such defects to be cured by the date of closing. Conveying Party agrees to remove by payment, bonding, or otherwise any lien in a liquidated amount against the Exchange Property capable of removal by the payment of money or bonding. In no event shall Conveying Party be obligated to bring suit or to expend any sums of money to buy-out or settle any other encumbrance or claim against the Exchange Property or cure any other title defect. Closing shall be extended a reasonable period of time in the event title defects arise in order to provide time to cure same, if possible.

ARTICLE FOUR **CLOSING**

4.1 Closing on the Exchange shall be held forty five days (45) from the date the Street Vacation (as defined in Recital C, without consideration or conditions) has been completed by adoption of the appropriate ordinances by the City (the "Closing Date").

4.2 If the Street Vacation has not been completed by the City within 18 months of the Effective Date, which time shall be of the essence of this Agreement, upon notice from either party to the other, the Exchange Agreement may be cancelled. If cancelled, the Closing Documents and funds necessary to close shall be returned to the respective Parties, and the Parties shall have no further rights.

4.3 On or before ten (10) calendar days of the Closing Date, each party shall deliver or cause to be delivered to the other party, unsigned copies of the following in form and substance reasonably acceptable to the other party and its counsel:

(a) Statutory warranty deed, executed by the party for its Exchange Property, in recordable form conveying good, marketable title, in accordance with Florida Bar Title Standards, to the Exchange Property to the other party free and clear of all claims, liens and encumbrances except for the Permitted Exceptions. The deeds of the Parties shall be sufficient to convey marketable title to the land area subject to the Street Vacation.

(b) No-lien affidavit certifying that there are no unpaid bills which could result in a lien upon the Exchange Property.

(c) An affidavit confirming that there is no litigation or judicial, municipal or administrative proceedings (if any) pending or (to the best knowledge and belief of each party) threatened against or affecting or which could affect the Exchange Property or any part thereof or in which that party is or will be a party by reason of the party's ownership of the Exchange Property or any part thereof certified by the party as being true, complete and correct in all respects as of Closing. The conveying party shall immediately notify the other party upon the occurrence or threatened occurrence of any of the aforementioned claims or actions.

(d) An affidavit required for exemption from withholding under Section 1445(b) (2) of the Internal Revenue Code of 1954, as amended, dated as of the date of Closing.

(e) A possession affidavit reflecting that there are no persons or parties in possession of the Exchange Property other than the conveying party.

(f) Such other documents and instruments as may reasonably be required by the other party, its counsel, or the Title Insurer and necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto.

After Closing, the Conveying Party shall execute and deliver to the other party such further documents and instruments as the other party shall reasonably request to effect this transaction and otherwise effect the agreements of the parties hereto.

4.4 The following are to be apportioned at Closing as of the close of business on the day immediately preceding Closing (the "Adjustment Date"):

(a) Real estate taxes, if any, on the basis of the fiscal year for which assessed. If the Closing shall occur before the tax rate or assessment is fixed, the apportionment of such tax rate for the next preceding year shall be applied to the latest assessed valuation; however, adjustment will be made upon the actual tax amount when ultimately determined (including all protest determinations). The provisions of this paragraph shall survive the Closing.

4.5 Each party shall pay the cost of obtaining and recording any documents to cure title on its Exchange Property; all assessments and liens for public improvements against the Exchange Property, if any, which are as of the date of Closing certified liens shall be paid by the party who owns the Exchange Property. The Agency shall pay one half the cost of documentary stamps and surtax on the deed, the cost of recording the deed, title insurance and survey and the balance to be paid jointly by the Gerald Properties and CE Properties. Each party shall pay its own attorneys' fees incurred in this transaction.

4.6 At Closing, Gerald Properties and CE Properties shall execute and deliver easements in favor of the City as described on Exhibit D.

ARTICLE FIVE

REPRESENTATIONS

5.1 Agency, Gerald Properties and CE Properties Representations. Each party, on behalf of itself and the Exchange Property it currently owns, makes the following representations and warranties:

5.1.1 Neither party has entered into any contracts, leases, or other agreements which would materially affect the Exchange Property following Closing, or any portion thereof or the use thereof.

5.1.2 Neither party has written notice of: (i) any pending improvement liens to be made by any governmental authority with respect to the Exchange Property; (ii) any pending lawsuits with respect to the Exchange Property and which would be binding upon the party; (iii) any pending condemnation proceedings with respect to the Exchange Property; or (iv) any zoning, ADA, liquor license or environmental violations with respect to the Exchange Property.

5.1.3 Both Gerald Properties and CE Properties are limited liability companies duly organized, validly existing and in good standing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by both Gerald Properties and CE Properties have been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Gerald Properties and CE Properties in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of, or default under, any agreement to which Gerald Properties and CE Properties are a party or by which the Exchange Property is bound, or (ii) violate any law, rule or restriction to which Gerald Properties, CE Properties or the Exchange Property is subject.

5.1.4 Neither party is a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, each shall deliver to each other an affidavit to such effect, and also stating its employer identification number and the state within the United States under which it was organized and exists. Each acknowledges and agrees that the other party shall be entitled to fully comply with Internal Revenue Code Section 1445 and all related sections and regulations, as same may be modified and amended from time to time, and each party shall act in accordance with all reasonable requirements of the other party to effect such full compliance by it.

5.1.5 There are no lease rights which affect the Exchange Property, and each party has exclusive possession of the Exchange Property.

5.1.6 To the actual knowledge of each party, without independent investigation or inquiry: (i) no hazardous waste or hazardous substances have been stored or located upon or under any portion of the their respective Exchange Property beyond legal limits; (ii) neither party, nor to either party's knowledge any

third party has ever used that party's Exchange Property to treat, store or dispose of waste materials or hazardous substances; (iii) there has not been any leaching or drainage of waste materials or hazardous substances to the ground water beneath or adjacent to that party's Exchange Property beyond legal limits; (iv) the party's Exchange Property is not contaminated with any hazardous substances beyond legal limits; (v) nor to either party's knowledge any third party, has caused the release of any hazardous substance on that party's Exchange Property beyond legal limits; and (vi) neither party has received written notice of any federal, state or local "superfund" lien, proceedings, claim, liability or action with respect to that party's Exchange Property. These representations shall survive Closing for a period of one (1) year.

ARTICLE SIX

CONDITIONS PRECEDENT TO PURCHASING PARTY'S OBLIGATIONS

6.1 The following shall be conditions precedent to Purchasing Party's obligation to close hereunder;

(a) There shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened, which after Closing would adversely affect the value of the Exchange Property or any portion thereof.

(b) No proceedings shall be pending or threatened to change, redesignate or redefine the zoning classification of the Exchange Property or to condemn, take by the power of eminent domain or otherwise appropriate or dedicate any portion of the Exchange Property or any property adjoining the Exchange Property.

(c) All of the closing documents which Conveying Party (including JSF Yachtsman, Inc.) is required to deliver to Purchasing Party under this Agreement will have been delivered at least ten (10) calendar days prior to Closing or if not, the Closing shall be delayed by the number of days of delay.

(d) Title shall be as required herein without any intervening title objection and with any "gap" being insured over by the Purchasing Party's Title Insurer.

(e) All representations and warranties by Conveying Party shall remain true and correct.

(f) There is no moratorium on the issuance of building permits by the controlling governmental authority, nor are there any moratoriums for water or sewage or storm drainage existing as of the date of Closing, nor any pending zoning or land use changes that would adversely impact Purchasing Party's use of the Exchange Property.

(g) The Exchange Property does not contain any underground storage tanks, or any other chemical, material or substance (including, but not limited to, asbestos), the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority. Moreover, the Exchange Property must comply, in all respects, with all applicable environmental laws, regulations and court or administrative orders.

(h) At Closing, there shall be no tenants in possession of the Exchange Property, nor shall there be any valid leases of this Exchange Property in effect.

In the event that any of the foregoing conditions are not met, Purchasing Party may elect either to: (i) waive the condition and proceed to close; (ii) delay the Closing for a period not to exceed thirty (30) days or such additional time (which, together with the prior period shall not exceed ninety (90) days) as Purchasing Party, in its reasonable discretion, shall deem necessary to allow such condition to be cured, during which time, Conveying Party shall have the right to satisfy such condition. Should Conveying Party not satisfy such condition, Purchasing Party shall have the right, but not the obligation, to cure such failure and, at Closing, to receive from Conveying Party the sum necessary (in Purchasing Party's reasonable judgment) to cure such failure (except for environmental contamination which was not caused by the selling Party) (provided if Purchasing Party is unable to cure such failure, then Purchasing Party may elect either of the remedies described in clauses (i), (iii) or (iv) hereof); or (iii) sue for specific performance; or (iv) terminate this Agreement by sending written notice to Conveying Party. In which event neither party shall have any further liability to the other.

ARTICLE SEVEN **DEFAULTS**

7.1 In the event that this transaction is not closed as outlined herein, and said failure to close is due to the fault of Purchasing Party, then and in such event, this Agreement shall be deemed canceled and terminated, and the Parties shall be released and relieved of any and all further duties and obligations hereunder.

7.2 In the event this transaction is not closed as outlined herein, and said failure to close is due to the breach or default of Conveying Party, then and in such event the Purchasing Party shall have all rights and remedies at law and in equity, including, without limitation, the right of specific performance.

7.3 Notwithstanding the foregoing, no damages shall be recoverable in the event title to any of the Viking Property or Agency Property is defective or if conditions to Closing are not fulfilled due to no fault of the Conveying Party.

ARTICLE EIGHT **NOTICE**

8.1 It is understood and agreed by and between the parties hereto that any notice or communication required or permitted hereunder shall be given in writing, sent by United States Mail, postage prepaid, registered or certified mail, or by hand delivery (including "next day" courier service) addressed as follows:

To Agency:	RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY C/o Scott Evans, Interim Executive Director 2001 Broadway, Suite 300
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Riviera Beach, FL 33404

With a copy to: J. Michael Haygood
J. Michael Haygood, PA
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

To Gerald Properties: GERALD PROPERTIES, LLC
Attn: George Carter,
Viking Yacht Service Center
1550 Avenue C
Riviera Beach, FL 33404

With a copy to: William L. Mueller
4 Executive Campus, Suite 200,
Cherry Hill, NJ 08002

To CE PROPERTIES: COURTNEY ELIZABETH PROPERTIES, LLC
Attn: George Carter,
Viking Yacht Service Center
1550 Avenue C
Riviera Beach, FL 33404

With a copy to: William L. Mueller
4 Executive Campus, Suite 200,
Cherry Hill, NJ 08002

or at such other address or in care of such other person as the Parties may hereunder designate in writing, and shall be deemed to have been given as of the date of receipt or, if rejected, the date of said rejection.

ARTICLE NINE
BROKERAGE AND OTHER FEES

9.1 Each party represents it has not incurred any brokerage fees in connection with this Agreement. Each party to this Agreement hereby agrees to indemnify fully the other, from any party claiming a brokerage fee and/or commission, or the like, as a consequence of entering into this Agreement or the Closing contemplated hereunder.

ARTICLE TEN
ATTORNEYS' FEES

10.1 In the event of any litigation, pertaining to this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees and costs incurred, whether at the trial and/or appellate level; and exclusive venue shall be in the Circuit Court in and for Palm Beach County, Florida.

ARTICLE ELEVEN
MISCELLANEOUS

11.1 The use of headings herein is for convenience of reference and shall not be construed to limit, broaden or affect the meaning of the provisions contained in each section. The illegality or invalidity of any provision or provisions of this Agreement shall not impair, affect or invalidate any other provisions herein. Pronouns used herein shall be modified when required by the context or circumstances to the appropriate gender, and nouns and pronouns shall be read as singular or plural as the circumstances may require. No waiver of any breach of default hereunder or misrepresentation contained hereunder shall be implied from any omission of the non-defaulting party to take any action on account of such misrepresentation or breach of default if such default persists or is repeated, and no express waiver shall affect any right or action on account of any such misrepresentation, default or breach other than the misrepresentation, default or breach specified in the express waiver, and then only for the time and to the extent therein stated. This Agreement and the Exhibits annexed hereto constitute the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are merged into this Agreement.

11.2 Neither this Agreement, nor any provisions hereof, may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Relative to each representation and warranty made in this Agreement, each party shall be charged with making reasonable inquiries as to the accuracy of the representations and warranties to its officers, employees, managers, contractors, agents and other appropriate parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation of this Agreement. Time shall be of the essence as to all material terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

WITNESSES:

AGENCY:

Riviera Beach Community
Redevelopment Agency

(As to Seller)

By: _____

REAL PROPERTY EXCHANGE AGREEMENT BETWEEN RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY, GERALD PROPERTIES, LLC, AND COURTNEY ELIZABETH
PROPERTIES, LLC

GERALD PROPERTIES:

Gerald Properties, LLC, a Florida limited liability company

(As to Gerald Properties)

By:_____

CE PROPERTIES:

Courtney Elizabeth Properties, LLC,
a Florida limited liability company

(As to CE Properties)

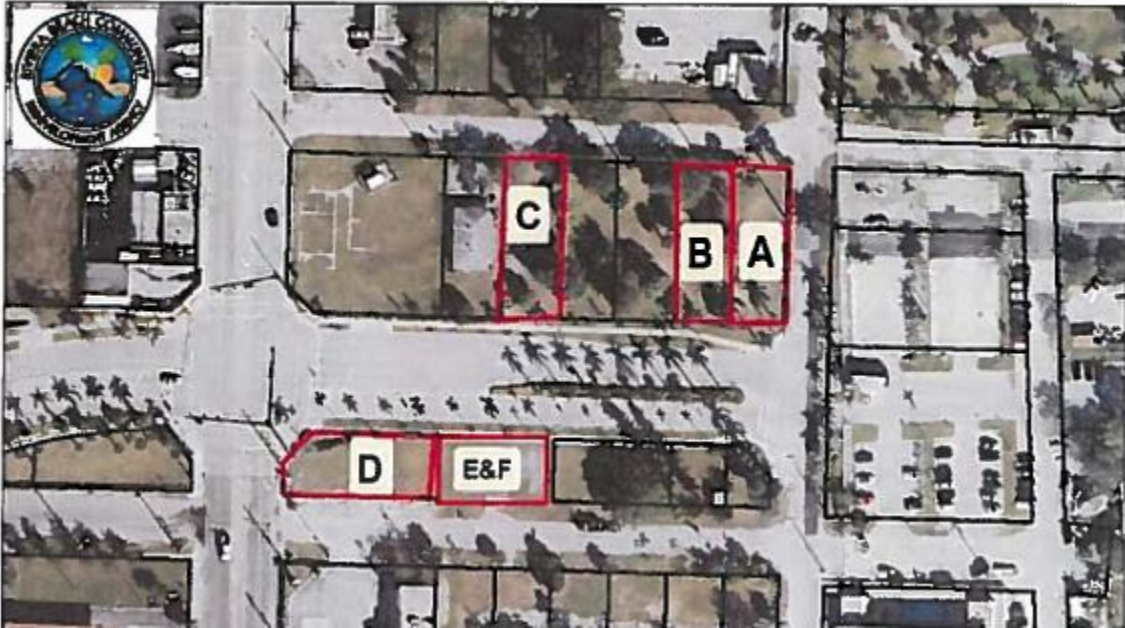
By:_____

SCHEDULE OF EXHIBITS

- A. Exhibit A – Agency Property
- B. Exhibit B – Viking Property
- C. Exhibit C – Closure of Old 13th Street and Right-of-Way
- D. Exhibit D – Easements for Utility Burial

EXHIBIT A

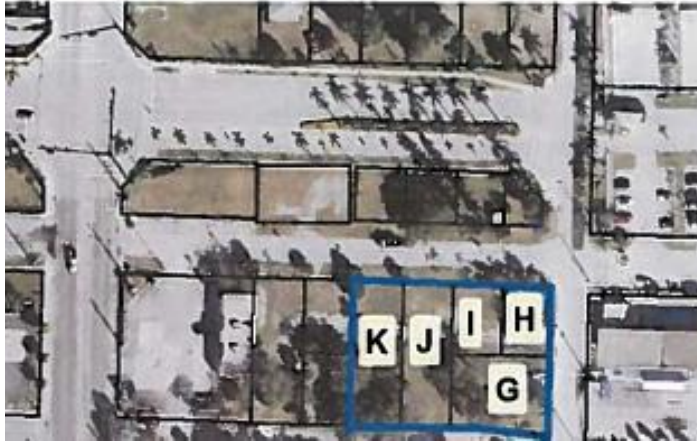
AGENCY PROPERTY



<i>Properties to be conveyed to VIKING</i>				
ID	PCN	Address	SF	APPRAISED VALUE
A	56434233060020010	1345 AVENUE C	7000	55000
B	56434233060020030	59 E 14TH ST	7000	50000
C	56434233060020090	S 14TH ST	7000	50000
D	56434233060020191	BROADWAY	6584	60000
E&F	SURVEY AND LEGAL	E 13TH ST	5061	35000
			32645	\$250,000.00

EXHIBIT B

VIKING PROPERTY



<i>Properties conveyed to CRA</i>				
ID	PCN	Address	SF	APPRAISED VALUE
G	56434233060140011	1201 AVENUE C	7000	\$55,000
H	56434233060140012	1223 AVENUE C	3500	\$30,000
I	56434233060140031	55 E 13TH ST	3500	\$25,000
J	56434233060140050	52 E 12TH ST	7000	\$50,000
K	56434233060140070	E 12TH ST	7000	\$50,000
OTHER	56434233060170100	120 W 11th st	5250	\$30,000
			33250	\$240,000.00

EXHIBIT C

CLOSURE OF Old 13th STREET AND RIGHT-OF-WAY

Areas labeled "P" below depicts approximate Old 13th Street Right-of-way proposed to be Vacated to accommodate future development in accordance with the approved Marina Phase One Site Plan, and Marina District Master Plan.
(Area to be defined by Survey)



EXHIBIT D



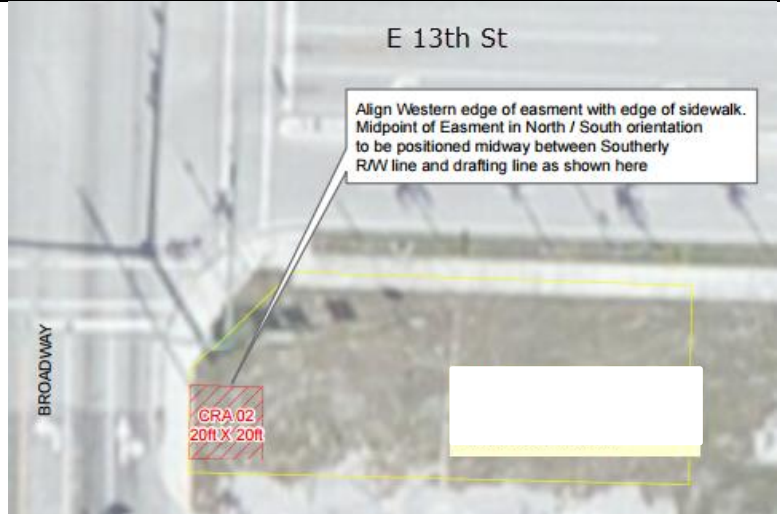
EASEMENTS

In order to minimize the effect of the Easements on the future development of the affected properties, Viking has requested that the location of proposed Easements designated as CRA 29 and CRA 3 on Exhibit "D" be relocated to reasonable locations of identical size either within the same block or across the street from the locations shown on Exhibit "D". Agency has agreed to make reasonable accommodation to those requests with final location to be determined in consultation with engineers for the Agency, Viking and Florida Power and Light.

Utility Easement Location Map



Easement Description	Map
<p>Name: CRA 7</p> <ul style="list-style-type: none">• Size: 20' x 20'• Use: ATT Box• East 17th Street and Broadway	 <p>An aerial photograph showing a street intersection. A yellow rectangular boundary outlines a 20' x 20' area. A red hatched box within this area is labeled 'CRA 07' and '20ft X 20ft'. The street on the left is labeled 'BROADWAY'. The street at the top is labeled '1700 BROADWAY'. The street at the bottom is labeled 'E 17TH ST'.</p>
<p>Name: CRA 29</p> <ul style="list-style-type: none">• Size: 10' x 10'• Use: ATT box• E 15th St and Broadway	 <p>An aerial photograph showing a street intersection. A yellow rectangular boundary outlines a 10' x 10' area. A red hatched box within this area is labeled 'ATT' and '10ft X 10ft'. The street on the left is labeled 'BROADWAY'. The street at the top is labeled '1500 BROADWAY'. The street at the bottom is labeled 'E 15TH ST'.</p>

<p>Name: CRA 5</p> <ul style="list-style-type: none"> • Size: 20' x 20' • Use: FPL Switch • E 15th St and Broadway 	
<p>Name: CRA 3</p> <ul style="list-style-type: none"> • Size: 13' x 10' • Use: FPL Dbl Transformer • E 14th St and Broadway 	
<p>Name: CRA 2</p> <ul style="list-style-type: none"> • Size: 20' x 20' • Use: Switch • E 14th St and Broadway 	

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: INTERLOCAL AGREEMENT TO TERMINATE FUNDING AGREEMENT

Recommendation/Motion: APPROVAL

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
memo_-_Interlocal_agreement_to_terminate_funding_agreements.pdf	MEMO	9/22/2017	Cover Memo
Resolution-City-USD-CRA_Interlocal_Agreement.pdf	RESOLUTION	9/21/2017	Resolution
interlocal_agreement_to_terminate_funding_agreements_(vFINAL).pdf	INTERLOCAL AGREEMENT	9/22/2017	Agreement
Background_RESOLUTION_NO_2014-32_Marina_Uplands_Ground_Lease_with_CRA_and_CRB.pdf	BACKUP	9/22/2017	Backup Material
Background_RESOLUTION_NO_2014-45_Marina_Funding_Agreement_CRA__City_and_Utility_District.pdf	BACKUP	9/22/2017	Backup Material
Background_RESOLUTION_NO_2016-03_PublicImprovementsReimbursement.Interlocal.pdf	BACKUP	9/22/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/21/2017 - 4:19 PM
CRA Internal Review	Evans, Scott	Approved	9/21/2017 - 4:21 PM




Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Scott Evans, Interim Executive Director, Riviera Beach CRA

DATE: September 21, 2017

COPY: Michael Haygood, General Counsel, Riviera Beach CRA

SUBJECT: Resolution authorizing an agreement to terminate certain Interlocal Agreements between the City of Riviera Beach and the Agency, which have been determined to be no longer necessary.

REQUEST FOR BOARD ACTION

The Riviera Beach Community Redevelopment Agency has coordinated with the City of Riviera Beach towards eliminating the many unnecessary Interlocal Agreements between the two respective parties. The proposed Resolution will approve an agreement to terminate the Marina Uplands Funding Agreement, the Public Improvements Reimbursement Agreement, and the Program Sponsorship Agreement. The elimination of these agreements and the related payment obligations between the City and the Agency has been integrated into the 2017/2018 budgeting process and both final budgets reflect the proposed action.

BACKGROUND / SUMMARY

Marina Uplands Ground Lease:

The CRA will no longer lease the Marina Uplands from the City. The CRA shall take the lead to issue the Phase II Marina Village Development Opportunity on property owned by both the City and the Agency. The City and CRA will collaborate to evaluate, and select a new private developer(s) and negotiate a development agreement for the Marina Village for final approval by the Agency and the City Council.

The CRA will manage and pay for the maintenance of the Marina Uplands for FY 2017/2018. The CRA anticipates negotiating with the City and potentially the future private developer to assume some of these various costs and operating responsibilities in the future.

Marina Uplands Funding Agreement: This agreement and subsequent amendments is proposed to be terminated. The City shall assume all related bond/debt payments, and capital project costs that were invested in Phase One by the City and Utility District have been completed and will remain unchanged.

Public Improvement Reimbursements Agreement: This agreement is proposed to be terminated. The Capital project costs invested in Phase One have been completed and the City and CRA no longer need this agreement.

Program Sponsorship Agreement: This agreement is proposed to be terminated, the City support for CRA programs is no longer necessary. The Agency revenue increased by more than \$700,000 for the upcoming fiscal year, and the CRA will fund its own program initiatives in the coming months.

2016/2017 CANCELLED OBLIGATIONS:

All financial obligations related to the cancelled agreements are also cancelled for the existing fiscal year and the future as of October 1, 2016:

City to CRA

Payment of CAM for Marina Village
Infrastructure Reimbursement Payment
Program Sponsorship Payment

CRA to City

Payment of Lease for Marina Uplands
Payment License fee for Bicentennial Park
Marina Infrastructure Bond Payment

NEXT STEPS

The City and CRA will amend the existing City Services Agreement (which remains in place) to provide for Management of the Marina Uplands for FY 2017/2018 and for continuing services between the organizations. This fiscal year the CRA has increased the available funding for direct services to be provided by the City Staff to support our operations. These services will include an expanded role for the City's Finance Department to oversee the financial operations of the Agency. This will result in cost savings as the Agency will not be required to hire a permanent Finance Director, and can reduce our spending on related consulting costs.

RECOMMENDATION

Staff recommends approval of the Resolution authorizing an agreement to terminate the described Interlocal Agreements. The proposed action and elimination of related payments has been incorporated into the City of Riviera Beach budget for the coming Fiscal Year and the Agency's proposed budget. The referenced agreements are no longer necessary, and will be required to be approved by the Agency, the City Council, and the Utility District.

RESOLUTION NO. 2017-____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH (THE "CITY"), THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (THE "UTILITY DISTRICT") AND THE AGENCY TERMINATING THOSE CERTAIN INTERLOCAL AGREEMENTS WHICH PROVIDED FOR THE CITY AND UTILITY DISTRICT TO PROVIDE FUNDING FOR THE DEVELOPMENT OF THE CITY OF RIVIERA BEACH MARINA UPLANDS; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto and the Florida Interlocal Cooperation Act of 1969, as amended (the "Cooperation Act") to permit the City, the Utility District, and the Agency to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the redevelopment of the community redevelopment area and the facilities provided for herein in the manner that will best accord with the existing resources available to each of them and the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

WHEREAS, the City Council of the City of Riviera Beach, by the adoption of ordinances and resolutions: (i) on August 7, 1974 established the Agency and on February 21, 2001 found the Agency to have been in continuous existence; (ii) on December 18, 1985 approved the Inlet Harbor Center Plan and amended the Redevelopment Plan, approving the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001, pursuant to Ordinance No. 2912, for the Redevelopment Area; as amended by the adoption of Ordinance 3099, approving the adoption of 2011 Amended Community Redevelopment Plan; (iii) on September 19, 1984, created the Redevelopment Trust Fund; all as contemplated by the Community Redevelopment Act of 1969; and

WHEREAS, the City and Agency entered into a Marina Uplands Ground Lease as of July 2, 2014, as amended ("Ground Lease"), setting forth the terms and conditions to lease to the Agency certain property defined therein at the City's Marina, hereinafter "City Marina Upland Property"; and

WHEREAS, on or about October 1, 2014, the City, the City of Riviera Beach Utility Special District ("Utility District"), and the Agency entered into an Interlocal Agreement to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the funding of the redevelopment of the City Marina Upland

Property "Marina Uplands Funding Interlocal Agreement"; and

WHEREAS, on or about March 16, 2016, the City and the Agency entered into an Interlocal Agreement to provide for the City to make a financial rebate to the Agency for certain public improvements to the City Marina Upland Property ("Public Improvement Reimbursements Interlocal Agreement"); and

WHEREAS, on or about May 18, 2016, the City and the Agency entered into an Interlocal Agreement to provide for the City to fund various program initiatives in furtherance of implementation of the Adopted Community Redevelopment Plan ("Program Sponsorship Agreement"); and

WHEREAS, as part of the budget process, and in furtherance of the Community Redevelopment Plan, the City, joined by the Utility District, and the Agency have determined that the Marina Uplands Ground Lease, the Public Improvement Reimbursement Agreement, the Marina Uplands Funding Interlocal Agreement, and the Program Sponsorship Agreement (collectively the "Interlocals" are no longer required for the development of the Marina and agree to terminate the Agreements as of the September 30, 2016; and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Community Redevelopment Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency approves the form of the Termination of Interlocal Agreements (the "Agreement") attached hereto as Exhibit "A" and approves the execution and delivery of the Agreement in substantially the form approved subject to such changes as may be approved by the Chairperson subject to advice of counsel, with the execution of the Agreement by the Chairperson conclusive evidence of the approval of such changes.

SECTION 2. The resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of September 2017.

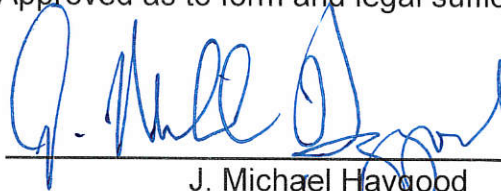
**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

By: _____
Name: KaShamba Miller Anderson
Title: Chairperson

Executive Director

Approved as to form and legal sufficiency



MOTION BY: _____

J. Michael Haygood

Date 9/21/2017

SECONDED BY: _____

General Counsel to CRA

D. PARDO

T. DAVIS

T. DAVIS JOHNSON

L. HUBBARD

K. MILLER-ANDERSON

TERMINATION OF INTERLOCAL AGREEMENT
Between the City of Riviera Beach and the
Riviera Beach Community Redevelopment Agency

THIS INTERLOCAL AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2017, by, among and between the City of Riviera Beach, Florida, a municipal corporation organized under the laws of the State of Florida, (the "City"), the City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Chapter 189, Florida Statutes (herein referred to as the "Utility District"), and the Riviera Beach Community Redevelopment Agency, a public body corporate and politic of the State of Florida (the "Agency").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto and the Florida Interlocal Cooperation Act of 1969, as amended (the "Cooperation Act") to permit the City, the Utility District, and the Agency to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the redevelopment of the community redevelopment area and the facilities provided for herein in the manner that will best accord with the existing resources available to each of them and the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

WHEREAS, the City Council of the City of Riviera Beach, by the adoption of ordinances and resolutions: (i) on August 7, 1974 established the Agency and on February 21, 2001 found the Agency to have been in continuous existence; (ii) on December 18, 1985 approved the Inlet Harbor Center Plan and amended the Redevelopment Plan, approving the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001, pursuant to Ordinance No. 2912, for the Redevelopment Area; as amended by the adoption of Ordinance 3099, approving the adoption of 2011 Amended Community Redevelopment Plan; (iii) on September 19, 1984, created the Redevelopment Trust Fund; all as contemplated by the Community Redevelopment Act of 1969; and

WHEREAS, the City and Agency entered into a Marina Uplands Ground Lease as of July 2, 2014, as amended ("Ground Lease"), setting forth the terms and conditions to lease to the

Agency certain property defined therein at the City's Marina, hereinafter "City Marina Upland Property"; and

WHEREAS, on or about October 1, 2014, the City, the City of Riviera Beach Utility Special District ("Utility District"), and the Agency entered into an Interlocal Agreement to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the funding of the redevelopment of the City Marina Upland Property "Marina Uplands Funding Interlocal Agreement"; and

WHEREAS, on or about March 16, 2016, the City and the Agency entered into an Interlocal Agreement to provide for the City to make a financial rebate to the Agency for certain public improvements to the City Marina Upland Property ("Public Improvement Reimbursements Interlocal Agreement"); and

WHEREAS, on or about May 18, 2016, the City and the Agency entered into an Interlocal Agreement to provide for the City to fund various program initiatives in furtherance of implementation of the Adopted Community Redevelopment Plan ("Program Sponsorship Agreement"); and

WHEREAS, as part of the budget process, and in furtherance of the Community Redevelopment Plan, the City, joined by the Utility District, and the Agency have determined that the Marina Uplands Ground Lease, the Public Improvement Reimbursement Agreement, the Marina Uplands Funding Interlocal Agreement, and the Program Sponsorship Agreement (collectively the "Interlocals" are no longer required for the development of the Marina and agree to terminate the Agreements as of the September 30, 2016; and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Community Redevelopment Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and in order to set forth the rights, duties and powers of the parties for the purpose of implementing the foregoing, the City, the Utility District, and the Agency hereby covenant and agree as follows:

ARTICLE I

Authority

This Agreement is entered into pursuant to the provisions of the Cooperation Act, the Municipal Home Rule Powers Act of Chapter 166, Florida Statutes, the Part III, Chapter 163, Florida Statutes (the "Community Redevelopment Act") Act and other applicable provisions of law.

ARTICLE II

Definitions

The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise.

"Agency" means the Riviera Beach Community Redevelopment Agency, a public body corporate and politic under the laws of the State of Florida established pursuant to the Community Redevelopment Act.

"Agreement" means this Interlocal Agreement by, among and between the City, the Utility District, and the Agency.

"Capital Project" means any of the projects completed for the Marina Village project including streets, parking lots, driveways, infrastructure, streets, buildings, parks, improvements and public spaces.

"City" means the City of Riviera Beach, a municipal corporation organized under the laws of the State of Florida.

"City Marina Upland Property" shall mean the property as legally described in **Exhibit "B"**.

"City Council" means the governing body of the City.

"Cooperation Act" means Section 163.01, Florida Statutes, known and referred to as the Florida Interlocal Cooperation Act of 1969.

"Interlocals" means the following documents: Marina Uplands Ground Lease, the Public Improvement Reimbursements Agreement, the Marina Uplands Funding Agreement, and the Program Sponsorship Agreement.

"Fiscal Year" means the fiscal years of the City and the Agency commencing on October 1 of each year and ending on the next succeeding September 30, or such other fiscal year as may be established by law.

"Marina Uplands Ground Lease" shall mean the ground lease entered into between the City and the Agency dated July 2, 2014.

"Marina Uplands Lease Property" shall mean the City Marina Upland Property subject to the Marina Uplands Ground Lease.

"Parking Facilities" means the parking facilities to be acquired, constructed, equipped and/or owned by the Agency as part of the public improvements.

"Project Area" shall mean the lands depicted in the Agency's -which is incorporated hereby by reference.

"Public Improvements" shall mean the infrastructure, the parking facilities, and other capital projects constituting public infrastructure to serve the Development Project and Redevelopment Area including, but not limited to, the Capital Projects.

"Redevelopment Area" means the blighted area within the boundaries of the City as defined in the Community Redevelopment Plan of the Agency.

"Redevelopment Plan" means the 2011 Community Redevelopment Plan..

"Redevelopment Trust Fund" means the trust fund established pursuant to Section 163.387 of the Agency Act for the deposit of increment revenues attributable to the Redevelopment Area.

"Utility District" means the City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Chapter 189, Florida Statutes.

ARTICLE III

Purpose; Findings and Recitals Incorporated

Section 3.01 Purpose.

The City, the Utility District, and the Agency acknowledge and agree that the purpose of this Agreement is to terminate the Interlocals.

Section 3.02 Findings and Recitals Incorporated.

The City, the Utility District and the Agency hereby ascertain, determine, declare and find that the redevelopment of the City Marina Uplands Property was needed to further the mutual goals of the City and the Agency to eliminate factors which contribute to slum and blight.

The recitals to this Agreement are hereby incorporated as findings.

ARTICLE IV

Termination of Interlocals

By this Agreement, the Parties mutually terminate and cancel the Interlocals as of September 30, 2017 (“Effective Date”).

ARTICLE V

Outstanding Obligations

By this Agreement, the Parties release each other from any and all financial obligations, claims, causes of action, and liabilities of whatever nature which either had in the past, has now or may have in the future arising from or related to the Interlocals for the entire Fiscal Year preceding the Effective Date defined as October 1, 2016 through September 30, 2017,. The total capital dollars invested by all parties as of the Effective Date, to construct the Phase One Marina Village Project are confirmed and shall remain unaffected by this Agreement.

Article VI

Notices, Consents and Approvals

Section 6.01 Service of Notice and Other Communications.

Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto the services being rendered pursuant to this Agreement, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be effective for any purpose only if given or served by (i) registered or certified United States Mail, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

If to the AGENCY:

Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Attn: Executive Director

If to the CITY:

City of Riviera Beach

600 West Blue Heron Blvd.
Riviera Beach, FL 33404
Attn: City Manager

With a copy to:
City Attorney's Office
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

(a) Every Notice shall be effective on the date actually received, as indicated on the receipt therefore or on the date delivery thereof is refused by the recipient thereof.

(b) All references in this Agreement to the "date" of Notice shall mean the effective date, as provided in the preceding subsection (a).

Section 6.02 Consents and Approvals.

(a) All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing, and approved by the City Council, the Utility District Board of Commissioners and the Board of Commissioners of the Agency. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act.

**ARTICLE VII
Representations; Warranties; Covenants**

Section 7.01 Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate:

(a) The City is a validly, existing municipal corporation organized under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been, or will be, duly executed and delivered by the City, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the City is a party, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under, or the City results in the creation of any lien or encumbrance upon any property of the City.

(c) This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency of the City, or against any officer of the City, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely effect the consummation of the transaction contemplated hereunder of the financial condition of the City.

Section 7.02 Representations and Warranties of the Utility District.

The Utility District represents and warrants to the Agency that each of the following statements is presently true and accurate:

(a) The Utility District is a validly, existing special district organized under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been, or will be, duly executed and delivered by the Utility District, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval

and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Utility District is a party, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under, or the Utility District results in the creation of any lien or encumbrance upon any property of the Utility District.

(c) This Agreement constitutes a legal, valid and binding obligation of the Utility District, enforceable against the Utility District in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of the Utility District, threatened actions or proceedings before any court or administrative agency of the Utility District, or against any officer of the Utility District, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transaction contemplated hereunder of the financial condition of the Utility District.

Section 7.03 Representations and Warranties of the Agency.

The Agency represents and warrants to the City and the Utility District that each of the following statements is presently true and accurate:

(a) The Agency is a body corporate and politic under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been or will be, duly executed and delivered by the Agency, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order

applicable to or binding on the Agency or any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Agency is a party, or by which it or its properties are bound, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under any agreement applicable to the Agency, or the Agency results in the creation of any lien or encumbrance upon any property of the Agency.

(c) This Agreement constitutes a legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency, or against any officer of the Agency, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder of the financial condition of the Agency.

ARTICLE VIII

Miscellaneous

Section 8.01 Severability.

If any one or more of the covenants, agreements or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

Section 8.02 Controlling Law.

All covenants, stipulations, obligations and agreements of the City, the Utility District and the Agency contained in this Agreement, shall be deemed to be covenants, stipulations, obligations and agreements by each of the parties to the fullest extent provided by the Constitution and laws of the State of Florida. Any and all provisions of this Agreement and any proceeding seeking to

enforce or challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceedings pertaining to this Agreement shall be Palm Beach County, Florida.

Section 8.03 Modification or Amendment.

This Agreement may only be amended by the mutual agreement of the City, the Utility District, and the Agency, at any time and from time to time, provided that any amendment to this Agreement shall be subject to the terms of the documents executed with the issuance of any Revenue Bonds, including, without limitation, the Bond Resolution.

Section 8.04 Binding Effect.

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

Section 8.05 Time of Essence.

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to a complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 8.06 Entire Understanding.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

Section 8.07 Assignment.

No party may assign this Agreement without the prior consent of the other parties, which may be granted or withheld at such other parties' sole and absolute discretion.

Section 8.08 Headings.

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 8.09 Force Majeure.

Any party delayed by a Force Majeure Event, as defined herein, in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Agreement for the period of the delay caused by such Force Majeure Event. "Force Majeure Event" shall

mean any act of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, failure of utility service, labor dispute or act or similar other event beyond the control of the parties.

Section 8.10 No Third Party Rights.

This Agreement is solely for the benefit of the City, the Utility District and the Agency and no third party shall be deemed to have any rights hereunder.

Section 8.11 Filing and Effective Date.

This Agreement shall become effective immediately upon the execution by the proper officers of the City, the Utility District and the Agency, and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes. The date of such filing with the Clerk of the Circuit Court shall be the "Effective Date" of this Agreement.

Section 8.12. Indemnification.

Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the Agency shall indemnify, defend and hold harmless the City or Utility District against any actions, claims, or damages arising out of the Agency's negligence in connection with this Agreement, and the City and the Utility District shall indemnify, defend and hold harmless the Agency against any actions, claims or damages arising out the City's or Utility District's negligence (as appropriate) in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by the parties to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. This Indemnification provision shall survive the expiration or termination of this Agreement.

Section 8.13. Default.

The parties expressly covenant and agree that in the event any of the parties defaults on its obligations under this Agreement, the party(ies) not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights under the law.

Section 8.14. Disputes.

Disputes under this Agreement may be resolved by the Executive Director on behalf of the Agency and City Manager on behalf of the City and Utility District. If the representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to the parties

involved to conduct a mediation of the issues in dispute and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party involved in the mediation.

Section 8.15. Enforcement Costs.

Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.

Section 8.16. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement as of the day and year first above written.

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

APPROVED AS TO FORM:

BY: _____
SCOTT EVANS
EXECUTIVE DIRECTOR

BY: _____
J. MICHAEL HAYGOOD
CRA ATTORNEY

DATE: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by KaShamba Miller-Anderson and Scott Evans, of the Riviera Beach Community Redevelopment Agency, who are personally known to me and who did not take an oath.

Signature of Notary Public
My Commission Expires:

**TERMINATION OF INTERLOCAL AGREEMENTS
CONTINUED**

THE CITY OF RIVIERA BEACH

By: _____
THOMAS A. MASTERS
MAYOR

ATTEST:

(SEAL)

By: _____
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
AND
LEGAL SUFFICIENCY

By: _____
ANDREW DEGRAFFENREIDT
CITY ATTORNEY

APPROVED AS TO TERMS
& CONDITIONS

By: _____
TROY PERRY
CITY MANAGER

DATE: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Thomas A. Masters, Mayor of the City of Riviera Beach, Florida, who is personally known to me and who did not take an oath.

Signature of Notary Public
My commission expires:

**TERMINATION OF INTERLOCAL AGREEMENT
CONTINUED**

THE RIVIERA BEACH UTILITY SPECIAL DISTRICT

By: _____
KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

(SEAL)

By: _____
MASTER MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO FORM AND
AND
LEGAL SUFFICIENCY

By: _____
ANDREW DEGRAFFENREIDT
DISTRICT ATTORNEY

APPROVED AS TO TERMS
CONDITIONS

By: _____
DISTRICT DIRECTOR

DATE: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, Chairman of the City of Riviera Beach Utility Special District, who is personally known to me and who did not take an oath.

Signature of Notary Public
My commission expires:

RESOLUTION NO. 2014-32

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A GROUND LEASE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH FOR THE CITY MARINA UPLANDS; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, The Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach; and

WHEREAS, the Citizens' Master Plan was approved on January 30th, 2008, combining urban design principles with community input, creating a Citizens' Plan for the Community Redevelopment Area including the Marina District; and

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

WHEREAS, the City and the Agency agree to allow the Agency to lease the City's Municipal Marina Upland Properties (the "Uplands Properties") to make substantial infrastructure improvements and facilitate the attraction of 427,000sf of mixed-used private and public development on the Upland Properties.

WHEREAS, for the benefit of the inhabitants and real property owners of the Redevelopment Area (as defined and identified in the Marina District Master Plan) and the citizens of the City, the Agency has found, determined and declared that it is necessary for the continued preservation of the health, welfare, convenience and safety of the City and such inhabitants, real property owners and citizens to enter into the Marina Uplands Ground Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency approves the form of the Marina Uplands Ground Lease Agreement attached hereto as Exhibit "A" and approves the execution and delivery of the Marina Uplands Ground Lease Agreement in substantially the form approved subject to such changes as may be approved by the Chairperson subject to advice of counsel, with the execution of the Marina Uplands Ground Lease Agreement by the Chairperson conclusive evidence of the approval of such changes. .

SECTION 2. The Chair and the Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to take such steps as shall be necessary and

proper to carry out the purposes hereof.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 25th day of June, 2014.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: JUDY L. DAVIS
Title: Chairperson

ATTEST:


Executive Director


Approved as to form and legal sufficiency

MOTION BY: Bruce Guyton

SECONDED BY: Dawn Pardo

B. GUYTON	<u>AYE</u>
D. PARDO	<u>AYE</u>
C. THOMAS	<u>AYE</u>
T. DAVIS	<u>NAV</u>
J. DAVIS	<u>AYE</u>

J. Michael Haygood
Date 6/25/2014
J. Michael Haygood, PA
General Counsel to CRA

**MARINA UPLANDS GROUND LEASE
BETWEEN
THE CITY OF RIVIERA BEACH AND
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

This Ground Lease (the "Lease"), is made and entered into as of July 29, 2014, by and between Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("Tenant," "Lessee" or "CRA"), and the CITY OF RIVIERA BEACH, a Florida municipal corporation existing under the laws of the State of Florida ("Landlord," "Lessor" or "City").

WITNESSETH:

WHEREAS, Tenant desires to lease from Landlord, subject to the provisions of this Lease, the Leased Premises (as hereinafter defined) for the purpose of making substantial infrastructure improvements and facilitating the construction of a new marina upland area with approximately 354,833 square feet of mixed-use development and parking ("New Marina Uplands Improvements") and 186,132 square feet of park improvements ("Bicentennial Park Improvements") (the New Marina Uplands Improvements and the Bicentennial Park Improvements are collectively referred as the "(Upland Improvements)") as provided herein; and

WHEREAS, the City's intended benefit is the return of the property at the end of the Lease term with the new mixed-use development and parking as well as other improvements further defined herein, paid for by Tenant and Landlord.

NOW, THEREFORE, in consideration of the rent to be paid by Tenant and the agreements hereinafter provided to be performed by the parties hereto, Landlord hereby leases to Tenant, and Tenant hereby accepts and rents from Landlord, the premises hereinafter described and upon the terms and conditions hereinafter set forth below.

1. LEASED PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term set forth in Article 3 below, that certain real estate generally described as the uplands of the Riviera Beach City Marina, County of Palm Beach, State of Florida, containing approximately 327,562 square feet of land, together with all improvements, appurtenances, easements and privileges belonging thereto which real property is more particularly described in **Exhibit "A,"** (the "New Marina Uplands Premises") and 186,132 square feet of land together with all improvements, appurtenances, easements and privileges belonging thereto (the Bicentennial Park Premises") (the New Marina Uplands Premises and the Bicentennial Park Premises will be collectively referred to as "Leased Premises"), subject to such matters of title set forth in **Exhibit "B"** attached hereto ("Permitted Exceptions").

The terms "Buildings" and "Site Improvements" as used herein, shall mean the building(s) and those improvements that Tenant may construct from time to time on the Leased Premises, all as hereinafter provided.

2. RENT.

(a) Rent and Place of Payment. The initial rent for the New Marina Uplands shall be One Million Fifty Five Thousand Six Hundred Twenty Eight Dollars (\$1,055,628.00) per year ("New Marina Uplands Rent") to be paid as follows: the New Marina Uplands Rent shall be abated until September 30, 2015. The initial rent payment shall be made on or before October 1, 2015 ("Anniversary Date") payable quarterly in advance on the first day of October, January, April, and July of each year of the term beginning October 1, 2015. On or before January 1, 2016, Tenant shall pay to Landlord as rent for the Bicentennial Park Premises, Ninety Five Thousand Dollars (\$95,000) per year ("Bicentennial Park Rent") (New Uplands Rent and Bicentennial Park Rent will collectively be referred to as "Rent"). Rent must be payable to Landlord at 600 West Blue Heron Blvd., Riviera Beach, Florida, 33404, Attention: Finance Director. The Landlord may designate a different payment address at any time and such different payment address shall be where the payments must be paid under this Lease.

(b) The New Uplands Marina Rent shall be subject to an upward adjustment by Landlord on January 1, 2017, based on an appraisal of the fair and reasonable market rental value of the New Uplands Marina Premises as of March 1, 2016, taking into account the fair and reasonable market rental value of comparable property in Palm Beach County, Florida, at that time and for such a term, and taking into account the terms and conditions of this Lease ("Adjusted Rent"). The method of determination of the fair and reasonable market rental value of the New Uplands Marina Premises shall be determined by a Certified Florida Appraiser selected by Landlord. The cost of the appraisal shall be paid by Landlord. In the event the fair and reasonable market rent value of the New Uplands Marina Premises is less than the rent set forth in Section 2(a) above, Tenant shall not be entitled to any reduction and the Adjusted Rent shall be deemed to be in the amount as set forth in Section 2(a) above.

(b) The Adjusted Rent shall thereafter be adjusted upward annually on the Anniversary Date by Landlord during the Lease term to reflect any changes in the cost of living. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statics Consumer Price Index of All Urban Consumers (CPI-U), "All Items," U.S. Cities Average, (1982-1984= 100) (the "Index"). The Index published for the sixth month prior to the second Anniversary Date shall be considered the initial "base," and each comparison Index used pursuant to the next sentence shall thereafter be the new "base" for the next succeeding adjustment. The then current quarterly Base Rent under section 2(a) for each Lease year or partial Lease year shall be adjusted by the percentage increase, if any, in the Index published for the last calendar month of the preceding Lease year or partial Lease year over the "base" provided, however, that in no event shall any such annual percentage increase adjustment be less than two percent (2%) nor more than six percent (6%). When the new quarterly Base Rent for a Lease year or partial Lease year under section 2(a) is determined, Landlord shall give Tenant written notice to that effect indicating how the new quarterly Base Rent under section 2(a) figure was computed.

(i) If at any rental adjustment date the Index no longer exists in the same format as recited in this Article, Landlord shall substitute any official index published by the Bureau of Labor Statistics, or successor or similar governmental agency, as may then be in existence and shall in Landlord's discretion be most nearly equivalent to the Index.

(ii) If any adjustment provided for in this Article shall not have been made as of the commencement of the Lease year for which applicable, Tenant shall continue to pay quarterly Base Rent under section 2(a) at that last rate applicable until Tenant receives Landlord's written notice as to such adjustment. Within 10 days after Tenant's receipt of Landlord's notice, Tenant shall pay to Landlord an amount equal to the new quarterly Base Rent under section 2(a) times the number of months from the commencement of the then current Lease year to the date of receipt of Landlord's notice, less the aggregate amount paid by Tenant on account of quarterly Base Rent under section 2(a) for the same period. Thereafter, Tenant shall pay quarterly Base Rent at the new rate set forth in Landlord's notice.

(c) Net Lease. This Lease is what is commonly referred to as a "Net, Net, Net" or "triple net lease." It is the purpose and intent of Landlord and Tenant that the Rent herein reserved shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Rent to be paid during the term of this Lease without any diminution, reduction, deduction, counterclaim, setoff or effect whatsoever, and that all costs and expenses including, but not limited to real estate taxes, special assessments, sales taxes, personal property taxes, licenses and permits, intangible taxes, insurance, utilities, maintenance, repairs and obligations of every kind or nature whatsoever relating to the Leased Premises (including any personal property used in the operation thereof) which may arise or become due during the term of this Lease (collectively, "Additional Rent"), shall be paid by Tenant directly to the parties who are owed such amounts and that Landlord shall be indemnified and saved harmless by Tenant from and against the same. Notwithstanding the foregoing, Tenant shall pay the real estate taxes, directly to the proper taxing authorities as provided herein.

(d) Rent and Additional Rent. All monies due under this Lease shall be considered Rent or Additional Rent.

3. EFFECTIVE DATE AND TERM. This Lease shall become effective on July 2, 2014 ("Effective Date"). The term shall commence on the effective date and shall terminate on the 50th anniversary of the effective date ("Term") unless otherwise terminated in accordance with this Lease.

4. USE

(a) Tenant shall have the right to use and occupy the Leased Premises, subject to the provisions of paragraph 4(e) below, for a marine multiuse development and all activities related or ancillary thereto, consistent with the Marina District Master Plan attached hereto as **Exhibit "C"** as modified by Tenant from time to time and approved by Landlord. Title and ownership to the Buildings and Site Improvements during the term of this Lease shall be vested in Tenant or its successors or assignees (including any subsequent or further improvements, modifications and additions to the Buildings and/or Site Improvements).

(b) During the term of this Lease, Landlord shall have no right to encumber the Leased Premises or any Buildings and Site Improvements (in part or in whole) from time to time located on the Leased Premises. Landlord shall execute upon Tenant's request such easements as Tenant shall reasonably require for the purpose of connection to or use of existing and future drainage and utility facilities (including without limitation, water, sewer gas, electricity, cable, internet and telephone) to serve the Leased Premises. After delivery of the Leased Premises by Landlord, Tenant is authorized to demolish all buildings and site improvements located on the Leased Premises existing at the time of the execution of Lease and to remove, raze

and destroy such trees, plants, shrubs and top soil as Tenant deems necessary or appropriate, and to excavate and remove earth from the Leased Premises in such quantities necessary or appropriate to complete Tenant's Construction for the Uplands Improvements (the "Demolition"). Upon the written request of Tenant, Landlord agrees to execute or join in the execution of any documents or instruments that may be reasonably required by Tenant and/or third parties, including but not limited to governmental authorities for the development, use and enjoyment of the Leased Premises, subject, however, to the City's rights and approvals as a regulatory body which may not be contracted away. Without limitation, such documentation may include (i) zoning applications, (ii) changes or variances required by governmental authority, (iii) changes in existing rights of way bounding the Leased Premises, (iv) dedications of easements for roadways, utilities, ingress, egress and other purposes as Tenant may reasonably require, (v) building Permits, variances, use Permits, licenses, approvals or similar governmental authorizations, (vi) abandonment and/or relocation of any easements and rights-of-way that are located within the Leased Premises as public streets and public sidewalks interfering with Tenant's development or use of the Leased Premises, and (vii) other like matters. In no event shall Landlord execute any of the foregoing affecting the Leased Premises during the Term without the prior written consent of Tenant, which consent Tenant may withhold in its sole and absolute discretion.

(c) Tenant shall operate and manage the Leased Premises with that degree of skill, care and diligence normally exercised by operators and managers of retail water front development projects with a scope, magnitude and location comparable to the Leased Premises, including in all cases the standards by which the Leased Premises is operated when it is initially opened, ordinary wear and tear excepted, and otherwise in compliance with this Lease. Tenant's responsibilities shall include maintenance of all lighting, landscaping, parking, resurfacing, security, irrigation, common areas and other facilities located on the Leased Premises necessary to the complete functioning of a first-class project and compliance with applicable City standards.

(d) Tenant shall use and operate the Leased Premises throughout the Term as required by this Lease. In any event, the Leased Premises shall be used only in accordance with the Final CO(s) therefore (or Temporary CO(s), to the extent that Final CO(s) have not been issued therefor).

(e) Without limiting the provisions of subparagraph (a) above, Tenant shall not use or occupy the Leased Premises or any part of the Leased Premises, and neither permit nor suffer the Premises, or any portion thereof, to be used or occupied, for any of the following prohibited uses ("Prohibited Uses"): (i) for any unlawful or illegal business, use or purpose or for any business, use or purpose which violates any Requirements (as hereinafter defined); (ii) for any use which is a public nuisance; (iii) as a flea market; (iv) as a massage parlor, except to the extent that therapeutic massages are given in connection with chiropractic, physical therapy or other similar services; (v) a skating rink; (vi) a mortuary; (vii) a labor camp; (viii) an off-track betting establishment; (ix) a gaming or bingo establishment; (x) a nude or topless adult entertainment facility; (xi) for the operation of any private or commercial golf course, country club, hot tub facility, suntan facility; (xiii) as a store the principal business of which is the sale of alcoholic beverages for consumption off the premises; (xiv) for the development or holding of intangibles for sale or license or farming, including without limitation those activities described in §2032A(e)(5)(A) and (B) of the Internal Revenue Code; or (xv) or in such manner as may make void or voidable any insurance then in force with respect to the Leased Premises; and/or (xvi) any business or entity which excludes entrance to persons based upon their sex, religion, creed or race. For purposes hereof, "Requirements" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all governmental authorities having jurisdiction over Tenant or other persons, or the Leased Premises, or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Leased Premises, or any vault in, or under the Leased Premises (including, without limitation, the Americans With

Disabilities Act "ADA" and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) the Temporary and/or Final COs issued for the Tenant Facility as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by Tenant under this Lease; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations or other indentures, documents or instruments of record.

(f) Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Leased Premises.

Tenant shall have the absolute right to sublease the Leased Premises to one or more who are obligated, pursuant to the terms of such sublease, to undertake and complete the construction, equipping and operation of the New Marina Uplands Premises, including the sub-subleasing thereof to one or more tenants. Any sublease entered into by the Tenant shall not extend beyond the Tenant's lease term by a period of more than five (5) years. To the extent that any such sublease extends beyond the Lease Term, and the City has provided its prior written consent to such sublease, such extended term shall be considered a direct lease with the City and the City shall execute any such sublease as a party. In no event shall any sublease be for a term that exceeds 50 years including any and all renewals or extensions.

5. PUBLICS RIGHT TO ACCESS UPLANDS AND MARINA

The Leased Premises are public property and shall be open to the public, subject to reasonable regulations. The Tenant covenants that it shall operate, manage, and use the Premises to insure the public's access to the Leased Premises and the public docks (the "City Marina").

6. FACILITIES, UTILITIES; ACCESS.

(a) Tenant has the right, directly or indirectly through a subtenant or sublessee, to construct, erect, install, maintain, test, replace, remove, operate and shall be obligated to upgrade the Leased Premises by constructing the Uplands Improvements. In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Leased Premises for Tenant's business operations (including the business operations of subtenants and sublessees). All of Tenant's construction and installation work (including such work performed on behalf of Tenant by the subtenant or sublessee) must be performed at Tenant's and/or Tenant's subtenants' or sublessees' sole cost and expense, except as provided herein, and in a good and workmanlike manner.

(b) Tenant shall pay, or cause to be paid, directly to the provider thereof, when due, all bills for water, sewer rents, sewer charges, heat, gas, electricity, stormwater, cable, internet and telephone or any other utility service used in the Leased Premises from the commencement of the Term until the expiration of the Term.

(c) Tenant, Tenant's employees, Tenant subtenants, Tenant subtenant's employees, their agents and contractors may have reasonable access to the Leased Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land.

7. ALTERATIONS.

(a) General. "Alterations" shall mean any alteration, addition, or improvements to the Leased Premises of any kind or nature. Tenant's construction of the Upland Improvements to the Leased Premises shall be subject to Landlord's review and consent, which consent shall not be unreasonably withheld. The approval by Landlord of any Alterations and any approval by Landlord of any plans and specifications therefor shall not: (a) imply Landlord's approval of the plans and specifications as to quality of design or fitness of any material or device used, (b) imply that the plans and specifications are in compliance with any codes or other requirements of governmental authority (it being agreed that compliance with these requirements is solely Tenant's responsibility), (c) impose any liability on Landlord to Tenant or any third party, or (d) serve as a waiver or forfeiture of any right of Landlord. After construction of the Upland Improvements, Tenant shall have the right, at its own cost and expense, to construct, at any time and from time to time, such Alterations as Tenant shall from time to time determine. Notwithstanding the foregoing, the Tenant agrees that it will not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed by Landlord, undertake any Alterations, which materially alters the site plan for the Uplands Improvements previously approved by Landlord. In addition, Landlord's consent shall not be required under this Lease in connection with any alteration required to be made in order to comply with applicable Requirements.

(b) Cooperation. At Tenant's sole cost, Landlord agrees to cooperate reasonably with Tenant (including by timely signing applications) in obtaining any necessary governmental approvals for any work (including sign installation) that Tenant is permitted to perform under this Lease. Tenant shall, promptly on receipt of them, furnish to Landlord copies of any and all written inspections, examinations, evaluations, studies, tests, surveys, reports, approvals, permits, or other written matters obtained by Tenant in connection with its improvements to or inspections of the Leased Premises.

(c) Tenant's Costs/Title to Improvements. Tenant and Landlord shall pay the cost of the Alterations as allocated on **Exhibit "D."** Title to the Alterations shall automatically vest in Tenant until the expiration or sooner termination of the Lease Term, whereupon title to the Alterations shall automatically pass to, vest in, and become the absolute property of Landlord, subject to the rights of any Leasehold Mortgagee as further defined and described in Sections 12, 13 and 16 *infra*. If requested, Tenant will convey the Alterations to Landlord by special warranty deed upon the expiration or sooner termination of the Lease Term.

(d) Mechanics' Liens. If any mechanics' lien is recorded against the Leased Premises by reason of work, labor, services or materials supplied to or claimed to have been supplied to Tenant, Tenant

shall, within ninety (90) days after receipt of notice from Landlord or notice of such lien cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

8. MAINTENANCE AND REPAIRS

(a) Repairs. Tenant shall take good care of, and keep and maintain, the Leased Premises in good and safe order and condition, and shall make or cause to be made all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary (whether or not such portion of the Leased Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Leased Premises), including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, electrical, lighting facilities and equipment within the Leased Premises, fixtures, walls (interior and exterior), foundations, ceilings, roofs (interior and exterior), floors, windows, doors, plate glass and skylights located within the Leased Premises, and all landscaping, driveways, parking lots, fences and signs located on the Leased Premises and sidewalks and parkways adjacent to the Leased Premises. Tenant shall not commit, waste, damage or injury to the Leased Premises.

(b) All repairs made by Tenant shall be substantially equal in quality to the original quality of the Leased Premises and/or Buildings and/or Site Improvements being repaired. Landlord shall not have any duty or obligation to make any alteration, change, improvement, replacement, restoration or repair with respect to the Leased Premises, except as provided herein. Tenant shall be responsible for all City or Palm Beach County, Florida code violations imposed against the Leased Premises, during the Term, as if it was the owner of the Leased Premises. Tenant's obligations under this Article shall be subject to Article 13 concerning Tenant's obligations in the event of damage due to fire or other casualty.

(c) Surrender. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as when received or in the event of Site Improvements, as when the Site Improvements were completed, broom clean, ordinary wear and tear excepted. Tenant shall leave any fixtures and/or trade fixtures installed in the premises, which shall become the property of the Landlord unless Landlord specifically waives its rights to the fixture and/or trade fixture in which case the Tenant shall keep possession of the Fixture and/or trade fixture. The Tenant shall repair any damage to the Premises occasioned by the removal of Tenant's fixtures, trade fixtures, furnishings and other items which repair shall include the patching and filling of holes and repair of structural damage.

(b) Removal of Buildings and/or Site Improvements. Tenant must, if so directed by the Landlord, upon the expiration or earlier termination of this Lease, remove any or all of the Buildings and/or Site Improvements as directed by the Landlord at Tenant's expense, from the Land, but Tenant is not required to remove any foundation more than one (1) foot below grade level.

(c) Landlord's Rights. If Tenant fails to perform Tenant's maintenance and repair obligation under this Article 8, Landlord may at its option (but shall not be required to) enter upon the Leased Premises,

after ten (10) days' prior written notice to Tenant, and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the rate of eighteen percent (18%) per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

9. WAIVER OF LANDLORD'S LIEN.

(a) Landlord waives any lien rights it may have concerning the contents of the Buildings and/or Site Improvements, all of which are Tenant's personal property and shall not be considered fixtures.

(b) Landlord acknowledges that Tenant may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the New Marina Uplands ("collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other entities). In connection therewith, Landlord (i) consents to the installation of the collateral; (ii) disclaims any interest in the collateral's fixtures or otherwise; and (iii) agrees that the collateral's contents is exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such collateral's contents may be removed at any time without recourse to legal proceedings.

10. HAZARDOUS SUBSTANCES. In the event that any Hazardous Substances are discovered at any time in, under or on the Leased Premises, regardless of whether caused by the Tenant, any subtenant or any transferee, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises, Tenant shall, at Tenant's expense, remove and dispose of the same in accordance with applicable law.

(a) Indemnification. Tenant hereby indemnifies, defends and holds harmless the Landlord Indemnified Parties from and against any claims, liability, obligation, damage, cost, expense, fines and penalties, including, without limitation, reasonable attorneys' fees and costs and reasonable and applicable consultants and contractors' fees and costs, resulting directly or indirectly from the presence, removal or disposal of any Hazardous Substances in, under or on the Leased Premises, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises. Such obligation of Tenant shall include the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably satisfactory to Landlord), and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the Landlord Indemnified Parties resulting directly or indirectly from the presence, removal or disposal of any Hazardous Substances in, under or on the Leased Premises, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises. Tenant's obligations shall not apply with respect to Hazardous Substances in, under or on the Leased Premises existing prior to the execution hereof. Without limiting the foregoing, if the presence or release of any Hazardous Substance on or from the Leased Premises caused or permitted by Tenant results in any violation of Environmental Laws or material contamination of the Leased Premises, Tenant shall promptly take all actions at its sole cost and expense as are necessary or appropriate to return the Leased Premises to the condition existing prior to the introduction of such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be

unreasonably withheld. The foregoing indemnifications shall survive the termination or expiration of this Lease for any reason. Nothing contained in this Agreement shall be deemed consent by the Tenant to waive sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(b) Notices. If Tenant receives any notice of, or otherwise becomes aware of, a release, threat of release, or written notice with regard to air emissions, water discharges, noise emissions, recycling, violation of any Environmental Law or any other environmental, health or safety matter affecting Tenant or the Leased Premises (an "Environmental Complaint") independently or by written notice from any governmental authority having jurisdiction over the Leased Premises, including the Environmental Protection Agency (the "EPA"), or with respect to any litigation regarding environmental conditions at or about the Leased Premises, then Tenant shall give prompt oral and written notice of same to the Landlord detailing all relevant facts and circumstances.

(c) Landlord's Remedies. If Tenant does not diligently commence to remediate the environmental conditions it is required to remediate in accordance with the foregoing provisions, promptly after becoming aware of the same and thereafter diligently pursue the completion thereof in a reasonable time (and in any event in accordance with Requirements), Landlord shall have the right, but not the obligation, to enter onto the Leased Premises or to take such actions as it deems necessary or advisable and practicable to cleanup, remove, resolve or minimize the impact of or otherwise deal with any such environmental conditions upon its obtaining knowledge of such matters independently or by receipt of any notice from any Person (as defined below), including the EPA. Any amount so expended by Landlord, together with interest thereon at the rate of eighteen percent (18%) per annum, shall become Additional Rent hereunder, payable upon demand.

(d) Definitions.

"Hazardous Substances" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law.

"Environmental Law" shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, judgment, permit, license, code, covenant, deed restriction, common law, or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health or safety of Persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act

of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1975, 42 U.S.C. 300(f) et seq., and all amendments as well as any similar state or local statute or code and replacements of any of the same and rules, regulations, guidance documents and publications promulgated thereunder.

"Environmental Damages" shall mean all claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, any of which are incurred at any time as a result of the remediation or mitigation of an Environmental Condition, including, without limitation, fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with investigation and remediation, including the preparation of any feasibility studies or reports and the performance of any remedial, abatement, containment, closure, restoration or monitoring work;

"Landlord Indemnified Party or Parties" means, collectively, the Landlord and its respective elected and appointed officials (including the Mayor and the City Council members), directors, officers, shareholders, members, employees, agents and representatives and the respective heirs, legal representatives, successors, and assigns of any of the foregoing.

(e) Survival. The provisions of this Article 8 (b) through (e) shall survive the termination or expiration of this Lease for any reason.

(f) Conduct of Business. Tenant, its successors, subtenants, and assigns, shall comply with all requirements regarding the manner of the conduct of such parties' particular business in the Buildings or Site Improvements including the New Marina Uplands. Following the Effective Date, Tenant shall make all required changes or installations, and pay the cost, if any, of all inspections required to comply with valid requirements as they apply to the Leased Premises, and/or New Marina Uplands and/or Buildings and/or Site Improvements. Tenant, at its option and sole expense, shall have the right to contest in good faith by appropriate legal proceedings, and delay compliance thereof during the pending of such proceedings, the validity or applicability of any such laws or requirements.

11. SIGNS, TENANT'S FIXTURES. Tenant may install, change, remove, enlarge and alter, at Tenant's sole cost and in compliance with applicable law, such signs at the Leased Premises, buildings and/or site improvements (including, without limitation, monument, directional and pylon signs), advertising matter, machinery and mechanical equipment as tenant deems necessary or appropriate. Landlord agrees to cooperate with Tenant in obtaining all necessary permits including, without limitation, any variances required for same, subject, however, to the City's rights of approvals as a regulatory body which may not be contracted away.

12. ASSIGNMENT, MORTGAGE AND SUBLETTING.

(a) Tenant may not assign this Lease, but may sublet or license the Leased Premises or any portion thereof, which must be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter and whose approval by the City shall be required pursuant to Article 4 of this Lease. Tenant, subject to Landlord's prior written consent, may enter into subleases whose terms extend beyond the term of the this Lease, in accordance with Article 4 of this Lease Landlord may assign this Lease, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations under this Lease. This Lease runs with the land and is binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this lease to any financing entity, or agent on behalf of any financing entity, or to any other entity to whom tenant has, including, but not limited to, (i) obligations for borrowed money or in respect of guaranties thereof, (ii) obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

(b) Limitation on mortgages. In the event the Tenant elects to mortgage its leasehold interest ("Leasehold Mortgage"), such mortgage shall in no way obligate Landlord to pay or repay the mortgage. In the event of a Leasehold Mortgage the lender or its assigns shall be deemed the "Leasehold Mortgagee" and the Tenant or its assigns shall be deemed the "Leasehold Mortgagor." Landlord owns the fee simple of the property and in no event shall any Leasehold Mortgage be deemed a mortgage on Landlord's interest in the property. Landlord's interest in the property shall be superior in title and right to any Leasehold Mortgage and the City's fee simple interest shall not be affected by any Leasehold Mortgage.

(c) Interest of Leasehold Mortgagee in Leased Premises. The Leasehold Mortgagee shall have no interest in the Leased Premises other than its interest as Leasehold Mortgagee or as Tenant under and pursuant to this Lease or any new Lease.

(d) Recognition of Subtenant. Landlord agrees that, in the enforcement of its rights under this Lease, it shall not disturb the occupancy of subtenants or sub-subtenants (or any Persons properly occupying any portion of the Leased Premises, and/or New Marina Uplands Improvements and/or Buildings and/or Site Improvements by, through or under the same) pursuant to subleases or sub-subleases made in compliance with this Lease and will recognize such parties, provided that (i) such parties (or any Persons properly occupying any portion of the Leased Premises by, through or under the same), agree to attorn to Landlord or its nominee upon the completion of such enforcement proceedings, (ii) such parties (or any Person properly occupying any portion of the Leased Premises by, through or under the same) comply with their respective obligations under any sublease, or other occupancy agreement, and (iii) Landlord shall not be liable for defaults by Tenant before the termination of this Lease. In this regard, upon the request of Tenant, or any subtenant, Landlord shall enter into a recognition agreement with any such party to the effect that, notwithstanding the termination of this Lease by Landlord, such party shall not be disturbed by Landlord and all of their rights, as derived directly or indirectly from this Lease, shall continue in full force and effect as a direct agreement between Landlord and such party so long as such party shall continue to observe and perform for

Landlord's benefit all of the obligations under such sublease or occupancy agreement that relate solely to the portion of the Leased Premises and/or New Marina Uplands Improvements and/or any Buildings and/or Site Improvements such sublessee or occupant, occupies, provided that (i) such party covenants, upon any termination of this Lease, to cure any defaults of Tenant that are nonmonetary, that relate solely to the portion of the Leased Premises and/or New Marina Uplands Improvements and/or Buildings and/or Site Improvements such party occupies, and that are otherwise susceptible to cure by such party, (ii) Landlord is not bound by any rent paid by such party more than thirty (30) days in advance, and is not responsible for any security deposit posted by such party that was not received by Landlord, (iii) Landlord is not liable for any default by Tenant under the sublease or occupancy agreement (provided that Landlord shall perform those obligations arising or newly accruing after the date of termination of this Lease), (iv) Landlord shall not be required to perform any covenants undertaken by Tenant under any sublease or occupancy agreement that are not covenants of Landlord under this Lease, (v) Landlord is not responsible to subtenants for any act or omission by Tenant under such sublease or for any money owed by or deposit held by Tenant, except to the extent actually received by Landlord. Each sublease shall be subject to and subordinate to this Lease and, in the event of such attornment and recognition, limit the liability of Landlord (and/or its nominee or designee) to its interest from time to time in the Leased Premises.

(e) During the Lease Term, Tenant shall use commercially reasonable efforts to cause all subtenants to comply with their obligations under their subleases. A violation or breach of any of the terms, provisions or conditions of this Lease that results from, or is caused by, an act or omission by a subtenant shall not relieve Tenant of Tenant's obligation to cure such violation or breach.

13. NOTICES TO LEASEHOLD MORTGAGEE; LEASEHOLD MORTGAGEE DEFAULT AND CURE RIGHTS.

(a) Notices. As stated herein, Tenant shall have the right to encumber its interest in the Leased Premises with one or more Leasehold Mortgages. Upon receipt of written notice from Tenant of the existence of any person or entity providing a leasehold mortgage to Tenant (each, a Leasehold Mortgagee), Landlord agrees to provide such Leasehold Mortgagee with copies of any notices of any Event of Monetary Default and/or Nonmonetary Default issued pursuant to Article 16 of this Lease and delivered by Landlord to Tenant. Any such notice shall state the nature of the alleged default and shall specify the default (monetary or non-monetary) and the date when the condition must be cured pursuant to the provisions contained in this Lease. Any Leasehold Mortgagee must designate an agent to which any notice of an Event of Monetary Default and/or Nonmonetary Default may be hand delivered, served, or emailed. Delivery shall be deemed accepted upon email transmission. There shall be no additional time given pursuant to the "mailbox rule" for delivery, response, and/or cure periods.

(b) Monetary Defaults and Cure rights. In the event of a Monetary Default by Tenant hereunder, Landlord shall accept payment by or at the instigation of any Leasehold Mortgagee in accordance with the terms hereof as if the same had been undertaken by the Tenant. If Landlord shall elect to terminate this Lease by reason of any Monetary Default of Tenant, any Leasehold Mortgagee shall have the right to nullify any

notice of termination by curing such Monetary Default prior to the effective date of termination. The Leasehold Mortgagee is not entitled to any additional time or cure rights other than those specified in this or in Article 16 of this Lease.

(c) Nonmonetary Defaults and Cure rights. In the event of a Nonmonetary Default by Tenant hereunder, Landlord shall accept any curative acts undertaken by or at the instigation of any Leasehold Mortgagee in accordance with the terms of this Article as if the same had been undertaken by Tenant. If Landlord shall elect to terminate this Lease by reason of any Nonmonetary Default of Tenant, each Leasehold Mortgagee shall have the right to nullify any notice of termination by curing such nonmonetary default prior to the effective date of termination. The Leasehold Mortgagee is not entitled to any additional time or cure rights other than those specified in this or Article 16 of this Lease.

14. CASUALTY.

(a) Casualty. In the event of any damage to the Leased Premises by fire, hurricane, flood or other similar event ("Casualty"), then Tenant, at its sole cost and expense, shall promptly commence and diligently pursue the repair of the New Marina Uplands Improvements and/or Buildings and/or Site Improvements so damaged to the condition it existed immediately before such damage to completion, regardless of whether or not insurance proceeds shall be sufficient therefore, provided that if Landlord or its Affiliates or invitees caused the Casualty, Landlord, at its sole cost and expense, shall promptly commence and diligently pursue the repair of the New Marina Uplands Improvements and/or Buildings and/or Site Improvements so damaged to completion. Tenant shall commence such repair within one hundred eighty (180) days after the occurrence of such Casualty (subject to Unavoidable Delays, as hereinafter defined) and shall diligently pursue the completion of and restoration (subject to Unavoidable Delays). In the event of any Casualty during the last ten (10) years of the Term, then Tenant shall have the right to terminate this Lease by delivering written notice of termination to Landlord within one hundred eighty (180) days after the occurrence of such Casualty, in which case this Lease shall terminate and neither party shall have any further rights or obligations hereunder except those which expressly survive termination of this Lease.

(b) Proceeds. All insurance proceeds payable and received within the first twenty (20) years of this Lease, or from time to time as a result of a Casualty, shall be paid to Tenant and applied to the restoration of the New Marina Uplands Improvements and/or Buildings and/or Site Improvements in accordance with the terms hereof. Tenant shall provide, at Landlord's request, reasonable evidence of the amount of any insurance proceeds received and application of the same. In the event the Tenant elects to terminate this Lease as a result of a Casualty in the last ten (10) years of the Lease, all insurance proceeds shall be paid as a result of a Casualty to the City.

Tenant shall, prior to the commencement of any restoration, furnish to Landlord an estimate of the total estimated cost of the restoration. If such cost estimate shall show that the cost of completing the restoration is in excess of the amount of the net insurance proceeds then available, Tenant shall promptly deposit with the holder of the net insurance proceeds an amount equal to such excess or provide to Landlord evidence

reasonably satisfactory to Landlord that such excess funds are available to Tenant for application to such restoration.

If the amount of any net insurance proceeds shall exceed the entire cost of the restoration, such excess, upon completion of the restoration, shall, if there is no then outstanding Event of Default under this Lease, be disbursed to Tenant; provided that if there is an outstanding Event of Default under this Lease, such net insurance proceeds shall first be applied to cure such outstanding Event of Default. Any amounts deposited by Tenant pursuant to the immediately preceding paragraph shall be returned to Tenant to the extent the same are not necessary to fund the cost of the restoration.

If Tenant shall fail to commence such restoration within the time required by the terms of this Lease other than as a result of Unavoidable Delay, or, having commenced such restoration, shall fail to complete it in accordance with such terms with reasonable diligence, other than as a result of Unavoidable Delay, and such failure shall continue for a period of sixty (60) days after notice by Landlord, Landlord may, at its option and upon serving written notice upon Tenant and the Leasehold Mortgagee (if any) that it elects so to do, make and complete such restoration. In such event, and whether or not this Lease may have theretofore been terminated by reason of any Event of Default by Tenant, Landlord shall have the right, as the restoration progresses, to use and apply to the net insurance proceeds to the cost of such restoration.

(c) No Rent Abatement. Except for Tenant's right to terminate this Lease as provided in Section 13(a) above, this Lease shall not be affected in any manner by reason of a Casualty and Tenant, notwithstanding any law or statute, present or future, waives all rights to quit or surrender the Leased Premises or any part thereof, and Tenant's obligations under this Lease, including the payment of Rent and Additional Rent, shall continue as though none of those events had occurred and without abatement, suspension, or reduction of any kind, except as otherwise expressly provided herein.

(d) Surrender. In the event Tenant elects to terminate this Lease as aforesaid Casualty, then Tenant, at the City's request and at Tenant's its expense, shall raze any remaining portion of the Buildings or Site Improvements, remove all debris, and grade and landscape (grass) the Land. Subject to the payment of costs pursuant to the preceding sentence, the City shall be entitled to all insurance proceeds, if any, recovered as a result of such Casualty.

15. OBLIGATIONS UPON SURRENDER. In addition to the obligations set forth in Article 8 of this Lease, at the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Leased Premises. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this Lease or to imply or create a new lease, but in case of any such holdover, Landlord's remedies shall be limited to either the immediate termination of Tenant's occupancy or the treatment of Tenant's occupancy as a month to month tenancy, any custom or law allowing other remedies or damages or which may be to the contrary notwithstanding. At any time during the Term, Tenant shall have the right to remove all or any part of Tenant's equipment, removable fixtures, and other personal property from the Leased Premises.

Upon the expiration of the Term (or upon a termination of Tenant's right of possession of the Leased

Premises), Tenant shall deliver to Landlord the following (to the extent then in Tenant's possession or control): Tenant's original executed counterparts, if available (and if not available, true and correct copies thereof), of all subleases then in effect, any service and maintenance contracts then affecting the Leased Premises, true and complete maintenance records for the Leased Premises, all original licenses and permits then pertaining to the Leased Premises and Temporary or Final COs for the Leased Premises, together with a duly executed assignment thereof (without recourse) to Landlord in form suitable for recording, and all financial reports required by Article 26 hereof and such other documents as are reasonably required for the continued operation of the Leased Premises that are in Tenant's possession.

Any personal property of Tenant which remains on the Leased Premises after the termination of this Lease or after the removal of Tenant from the Leased Premises, may, at the option of Landlord, be deemed to have been abandoned by Tenant, and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit, in its absolute and sole discretion, but in compliance with applicable Requirements. Landlord shall not be responsible for any loss or damage occurring to any such property owned by Tenant.

The provisions of this Article 15 shall survive the expiration of the Term.

16. DEFAULT AND REMEDIES.

(a) Events of Monetary Default. The occurrence of any one or more of the following shall constitute a "Monetary Default" by Tenant or Landlord under this Lease: (i) Tenant shall fail to make a payment of Rent or Additional Rent within three (3) days after receipt of written notice of non-payment; (ii) Tenant shall fail to pay or otherwise resolve any taxes, assessments or liens as provided for herein within three (3) days after receipt of written notice of non-payment; or (iii) Landlord shall fail to provide the funds for the construction of the Uplands Improvements as provided in Exhibit "D."

(b) Events of Nonmonetary Default. The occurrence of any one or more of the following shall constitute a "Nonmonetary Default" by Tenant under this Lease: (i) Tenant shall fail to perform or observe any of the covenants or conditions contained in the Lease on Tenant's part to be performed or observed, and such failure shall continue for more than fifteen (15) days after written notice from Lessor; (ii) Tenant shall vacate or abandon the Leased Premises; (iii) Tenant shall fail to obtain or maintain the insurance required herein; (iv) Tenant shall fail to use any and all insurance proceeds received from insurance required under this Lease to restore, repair or reconstruct the Leased Premises, Improvements, Alterations or any parts thereof as required in this Lease; (v) Tenant shall encumber the Leased Premises or its leasehold interest, other than by Leasehold Mortgage as delineated in Section 12 of this Lease, without Lessor's prior written consent; (vi) the filing of a voluntary or involuntary petition under any federal or state bankruptcy, insolvency or similar law; (vii) Tenant's leasehold estate shall be taken by execution, attachment or process of law; (viii) if Tenant admits, in writing, that it is generally unable to pay its debts as such become due (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected); (ix) if Tenant makes an assignment for the benefit of creditors (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected); or if Tenant

and if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected: (a) files a voluntary petition under Title 11 of the United States Code, (b) files a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, or (c) seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official, of all or any substantial part of its properties, or of all or any part of Tenant's interest in the Leased Premises, and any of the foregoing are not stayed or dismissed within ninety (90) days after such filing or other action; (x): if (a) within ninety (90) days after the commencement of a proceeding against Tenant (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected) which seeks any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state, or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, vacated or stayed on appeal, or (b) within ninety (90) days after the appointment, without the consent or acquiescence of Tenant (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected), of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official, of all or any substantial part of its properties, or of all or any part of Tenant's interest in the Leased Premises, such appointment has not been dismissed, vacated or stayed on appeal; or (xi) if a levy under execution or attachment in an aggregate amount in excess of \$2,000,000, adjusted for inflation, at any one time, is made against the Leased Premises or any part thereof or rights appertaining thereto (except for a levy made in connection with actions taken by Landlord (other than solely as holder of Landlord's interest in the Leased Premises), the income therefrom, this Lease or the leasehold estate created hereby and such execution or attachment is not dismissed, vacated or removed by court order, bonding or otherwise within a period of ninety (90) days after such levy or attachment; or (xii) if Tenant abandons the Leased Premises or any material portion thereof, and such abandonment continues for sixty (60) days after notice thereof from Landlord; or (xiii) if Tenant does any act, or other circumstance occurs, which this Lease expressly provides is an Event of Default hereunder.

(c) Notwithstanding anything provided to the contrary, this Lease shall not be terminated because of any Monetary Default or Nonmonetary Default or breach on the part of Tenant until and unless:

i. Notice of any such default or breach shall have been delivered to Leasehold Mortgagee in accordance with the provisions of Section 13 of this Lease and this Article; and

(A) With respect to a Monetary Default, Leasehold Mortgagee has not cured such default or breach within 30 days following the expiration of any of Tenant's notice and cure period set forth in this Lease; and

(B) With respect to a Nonmonetary Default] Leasehold Mortgagee has not cured such default within forty-five (45) days following the expiration of any of Tenant's notice and cure periods set forth in this Lease. In the event the cure of such default cannot be completed within

the forty-five (45) days following the expiration of any Tenant's notice and cure periods, Leasehold Mortgagee shall be given additional time to complete the cure provided that Leasehold Mortgagee diligently commences and prosecutes such cure to completion.

(d) Remedies Upon Default. If any Event of Default occurs by Tenant, then, at any time thereafter while the Event of Default continues, in addition to any lawful remedy, Lessor shall have the right subject to applicable cure periods and further subject to a Leasehold Mortgagee's cure rights, at its sole option, to: (i) enforce performance or observance by Tenant of the applicable provisions of this Lease; (ii) recover from Tenant Actual Damages ("Actual Damages" shall include but are not limited to: any monies due or which will become due under this Lease and/or any costs incurred by the Landlord to remedy any non-monetary default;, plus interest thereon at the statutory rate; (iii) Cure the default and Tenant shall reimburse Lessor for all reasonable expenses incurred by Lessor in doing so including, but not limited to, reasonable attorney's fees and court costs, or (iv) Lessor may give Tenant notice that Lessor intends to terminate this Lease upon a specified date no less than three (3) days after the date the notice is received by Tenant, and this Lease shall then terminate on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day notice period, this Lease will continue. If the default is not cured within the three (3) day notice period, the Lessor shall have the option within its sole discretion to afford Tenant a longer period of time to cure the default or to declare the Term of the Lease terminated and re-enter said Leased Premises and all Improvements, Alterations or any parts thereof with or without process of law, the Tenant hereby waiving any demand for possession of the Leased Premises, Improvements, Alterations or parts thereof; and Tenant covenants and agrees that upon said termination of said Lease, Tenant will surrender and deliver up the said Leased Premises peacefully to the Lessor, its agents and attorneys, immediately upon said expiration of the Term of this Lease; and, if Tenant, its agents, attorneys, employees, and invitees shall hold the said Leased Premises or any part thereof one (1) day after the same should be surrendered according to the covenants and conditions of this Lease, Tenant and/or its agents, attorneys, employees and invitees shall be deemed guilty of forcible detainer of the Leased Premises and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law. Nothing herein contained shall be construed as precluding the Lessor from having such remedy as may be or become necessary in order to preserve Lessor's rights and the interests of the Lessor in the Leased Premises and in this Lease even before the expiration of the grace or notice periods provided for in this Article if, under the particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of Lessor in the Leased Premises, this Lease or the general safety and welfare.

(e) If any Event of Default occurs by Landlord, then Tenant shall have the right, at any time thereafter while the Event of Default continues, in addition to any lawful remedy, and subject to applicable cure periods, to give Landlord notice that Tenant intends to terminate this Lease upon a specified date no less than ninety (90) days after the date the notice is received by Landlord, and this Lease shall then terminate on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease.

(f) In the event this Lease is terminated, whether pursuant to the foregoing, by operation of law, including a finding by a court of competent jurisdiction that Landlord did not have the authority to enter into

this Lease, at the end of the Term of the Lease, or otherwise, all of the rights, title, estate and interest of the Tenant (i) in and to the Leased Premises, (ii) in and to the New Marina Uplands Improvements and/or Buildings and/or Site Improvements, (iii) in and to all options, rights, benefits, privileges and interests in favor of and all payment due the Landlord for the New Marina Uplands Improvements and/or the Buildings and/or Site Improvements, (iv) in and to all rents, issues and profits thereof whether then accrued or to accrue, (v) in and to all insurance policies and all insurance moneys paid or payable thereunder, and (vi) in the then entire undisbursed balance of any insurance or condemnation proceeds with respect to the Leased Premises, shall automatically pass to, vest in and belong to the Landlord, without further action on the part of either Party and without cost or charge to Landlord, free of any claim thereto by Tenant and all Persons taking by, through or under Tenant. If this Lease is so terminated, Landlord may, without notice, re-enter and repossess Tenant's interest in the Leased Premises and may dispossess Tenant by summary proceedings, writ of possession, proceedings in bankruptcy court, or otherwise, subject to applicable Requirements. In no event shall Tenant be entitled to receive any payment with respect to the value of Tenant's interest in the Leased Premises and/or the New Marina Uplands Improvements, and/or the Buildings and/or the Site Improvements or any personal property located therein.

(g) No failure by Landlord to insist upon strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy available to such party by reason of Tenant's Default or an Event of Default, and no payment or acceptance of partial Rent during the continuance (or with Landlord's knowledge of the occurrence) of any Event of Default, shall constitute a waiver of any such Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Event of Default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Event of Default. Payment by Tenant to Landlord of any Rent shall be without prejudice to, and shall not constitute a waiver of, any rights of Tenant against Landlord provided for under this Lease or at law or in equity. Tenant's compliance with any request or demand made by Landlord shall not be deemed a waiver of Tenant's right to contest the validity of such request or demand.

(h) Each right and remedy of Landlord provided for in this Lease, except as expressly provided otherwise in paragraph (b), shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

(i) Landlord and its representatives shall have the right, at any time during the Term of this Lease, upon forty-eight (48) hours prior' notice to Tenant, to enter upon the Leased Premises to (i) inspect the operation, sanitation, safety, maintenance and use of the same (but Landlord shall not thereby assume any

responsibility or liability for the performance of Tenant's obligations hereunder, nor any liability arising from the improper performance thereof) and (ii) to conduct inspections for the purpose of determining whether an Event of Default has occurred, provided that Landlord shall be accompanied by a representative of Tenant (in areas of the Leased Premises other than areas readily available to the general public), and provided further that such entry shall not unreasonably interfere with the operation of the Leased Premises. Tenant agrees to make a representative of Tenant available to accompany Landlord on any such inspection. Landlord shall have no obligation to inspect pursuant hereto, nor any liability to any Person for any matter which might be disclosed by such inspection.

17. REAL ESTATE TAXES

(a) Tenant must pay any property taxes assessed for the Leased Premises and the New Marina Uplands Improvements.

(b) Tax Bills. Landlord, prior to the delivery of possession of the Leased Premises to Tenant, shall make a mailing address change on the property tax records so that the tax bill and tax notices for the Leased Premises will be mailed to Tenant as of the Effective Date at the notice address provided in this Lease. Prior to the date that the tax bill is mailed directly to Tenant pursuant hereto, Landlord, prior to delinquency, shall send to Tenant a copy of the tax bill for the Leased Premises.

(c) Tax Payments. Following receipt of the aforesaid tax bills, Tenant shall pay, when due and before delinquency, the ad valorem real estate taxes (including all special benefit taxes and special assessments) levied and assessed against the Leased Premises for the period commencing with the Effective Date and continuing for the remainder of the Term. The ad valorem taxes levied or assessed for the year in which Tenant commences paying Rent shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on the Effective Date, and the ad valorem taxes levied or assessed for the year during which this Lease expires or is terminated shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on January 1st and ending on the date this Lease expires or is terminated. In no event shall Tenant be required to pay real estate taxes pertaining to any period prior to the Effective Date or subsequent to the expiration or earlier termination of the Lease. Within thirty (30) days of Tenant's request, Landlord shall reimburse Tenant that portion of the tax bill pertaining to any period prior to the Effective Date or subsequent to the expiration of the Term.

(d) Assessments. All special benefit taxes and special assessments shall be spread over the longest time permitted and Tenant's liability for installments of such special benefit taxes and special assessments not yet due shall cease upon the expiration or termination of this Lease.

(e) Contest.

(i) Tenant shall have the right to contest the validity or the amount of any tax or assessment levied against the Leased Premises or any improvements thereon, provided that Tenant shall not take any action which will cause or allow the institution of foreclosure proceedings against the Leased

Premises. Tenant shall be entitled to the benefit of any tax abatements and reductions as are, or may be, available under applicable law as if Tenant were the fee owner of the Leased Premises. Landlord shall not be required to join in any action or proceeding in connection with such abatement or reduction unless the provisions of any law, ordinance or regulation in effect require that such action or proceeding be brought by and/or in the name of Landlord. If so required, Landlord shall join and cooperate in such proceedings or permit them to be brought by Tenant in Landlord's name, in which case Tenant shall pay all reasonable costs and expenses (including, without limitation, attorneys' fees and disbursements) incurred by Landlord in connection therewith. In the event that for any reason Tenant's leasehold interest in the Leased Premises is deemed not subject to ad valorem taxation, Tenant agrees to make an annual payment to the City equal to the ad valorem taxes that would have otherwise accrued to the City and the CRA (including County taxes) if such leasehold interest was subject to ad valorem taxation. The foregoing shall be paid regardless of whether the CRA is then in existence.

(ii) Landlord covenants and agrees that if there shall be any refunds or rebates on account of any tax, governmental imposition or levy paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant; provided, that in the event the Leased Premises, the Buildings or the Site Improvements are determined to be not subject to ad valorem taxation, the provisions of Section 2(b) shall apply. Any such refunds or rebates received by Landlord shall be held in trust for the benefit of Tenant and shall be forthwith paid to Tenant. Landlord shall, on request of Tenant, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and shall pay over to Tenant such refund or rebate as received by Landlord.

18. INSURANCE. Commencing with the Effective Date, Tenant, at Tenant's sole cost and expense, must procure and maintain casualty insurance in an amount sufficient to replace the Buildings of Site Improvements in the event of a total Casualty loss ("Casualty policy"). Landlord shall be named as an additional insured to the Casualty policy. In addition to the Casualty policy, commencing with the Effective Date, Tenant, at Tenant's sole cost and expense, must procure and maintain commercial general liability ("CGL") insurance covering bodily injury and with a combined single limit of at least Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence and name the Landlord as an additional insured. Subject to the standard exclusions and limitations of CGL policies, such insurance must insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Leased Premises in accordance with this Lease. Within thirty (30) days following the Effective Date, Tenant must provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Article. Tenant shall require its subtenant or facility lessee, at such subtenant's or facility lessee's sole cost and expense, to procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance must insure, on an occurrence basis, against all liability of subtenant or facility lessee, its employees and agents arising out of or in connection with subtenant's or facility lessee's use of the Leased Premises and. Within thirty (30) days following the effective date of such subtenancy or facility lease agreement, subtenant or facility lessee must provide Tenant with a COI evidencing the coverage required by this Article.

The Tenant shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all of Tenant's employees as required by Florida Statutes. In the event that the Tenant does not carry such Workers' Compensation Insurance and chooses not to obtain same, then Tenant shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to Landlord.

The proceeds from Tenant's casualty insurance hereunder shall be paid and applied as provided in Article 14 hereof. Any insurance carried by Tenant hereunder, at Tenant's option, may be carried under an insurance policy(ies), self-insurance or pursuant to a master policy of insurance or so-called blanket policy of insurance covering other locations of Tenant or its Affiliates, or any combination thereof; provided that any self-insurance or proposed insurer having less than a Best's Key Rating of A-VII or less shall be subject to the prior written consent of the Landlord, such consent not to be unreasonably withheld. Tenant shall, at the request of Landlord, provide reasonable proof of the foregoing coverages.

(b) Landlord, as a unit of local government, possesses sovereign immunity, and as such Landlord will not provide insurance coverage over and above any such coverage currently maintained by Landlord.

(c) To the extent permitted by applicable law and in the event insurance is obtained, each party must be named as an additional insured on the other's policy, and the Tenant must be named as an additional insured on subtenant's or facility lessee's policy.

19. INDEMNITY; LANDLORD'S EXCULPATION

The Tenant shall indemnify, defend and hold harmless the Landlord Indemnified Parties against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to reasonable attorneys' fees) resulting directly or indirectly from the Tenant's acts or omissions or the acts or omissions of the Tenants' respective employees or agents (acting within the scope of their employment or agency). In addition, the Landlord Indemnified Parties shall not be liable to Tenant for any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorney's fees and disbursements), penalty or fine incurred, in connection with or arising from: (i) any injury (whether physical, economic or otherwise) to Tenant or to any other person in, about, or concerning the Leased Premises; (ii) any damage to, or loss (by theft or otherwise) of, any of Tenant's property or of the property of any other person in, about, or concerning the Leased Premises, or the use or occupancy thereof, irrespective of the cause of injury, damage, or loss (including, without limitation, the acts or negligence of any Tenant or occupant of the Leased Premises or of any owners or occupants of adjacent or neighboring property or caused by any construction work or by operations in construction of any private, public or quasi-public work) or any latent or patent defects in the Leased Premises; or (iii) any act, omission or negligence of Tenant or its Affiliates or of the contractors and their respective subcontractors, agents and employees, agents, servants, employees, guests, invitees or licensees of Tenant or its Affiliates (except to the extent any of the matters described in clauses (i) or (ii) is due to the negligence or willful misconduct of any Landlord Indemnified Party). Without limiting the generality of the foregoing, except to the extent caused by the gross negligence or willful misconduct of any of the Landlord Indemnified Parties (and then only in such Landlord Indemnified Party's proprietary capacity as opposed to its governmental capacity), the Landlord Indemnified Parties shall not be liable for (i) any failure of water supply,

gas or electric current, (ii) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of god, act of war, enemy action, flood, wind or similar storms or disturbances, water, rain or ice, or (iii) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

Notwithstanding anything to the contrary in this Lease, Landlord's liability under the Lease shall be limited to Landlord's Interest in the Leased Premises. Nothing contained in this Article or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon Landlord's or Tenant's liability as set forth in section 768.28, Florida Statutes, or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.

Tenant shall notify Landlord within thirty (30) days after Tenant has notice of any occurrence at the Leased Premises which Tenant believes could give rise to a claim of \$1,000,000 (adjusted for inflation) or more, whether or not any claim has been made, complaint filed or suit commenced.

Tenant agrees to pay such Landlord Indemnified Party all amounts due under this Section within sixty (60) days after receipt of notice thereof from the Landlord Indemnified Party.

20. NOTICES. All notices hereunder shall be in writing and may be delivered by hand delivery, by reliable overnight courier, or by certified U.S. Mail, return receipt requested. Notices shall be sent as follows:

Landlord:

Tenant:

City of Riviera Beach

Riviera Beach Community Redevelopment Agency

600 West Blue Heron Blvd.

2001 Broadway, Suite 300

Riviera Beach, FL 33404

Riviera Beach, FL 33404

Attn: City Manager

Attn: Executive Director

21. TRANSFER OF TITLE.

(a) Future Landlord. In the event that Landlord conveys its interest in the Leased Premises to any other Person or entity, Tenant shall have no obligation to or any other charges under this Lease to any such transferee until Tenant has been so notified and has received satisfactory evidence of such conveyance together with a written direction from such transferee as to the name and address of the new payee of Rent and other charges. It is understood and agreed that Tenant's withholding of Rent and other charges until its receipt of such satisfactory evidence shall not be deemed a default under this Lease and such Rent and other charges shall accrue during the period which Tenant is waiting for the proper direction and evidence of conveyance.

(b) Release. In the event of any transfer, assignment or conveyance of Landlord's interest in this Lease, Landlord shall be relieved of all covenants and obligations of Landlord hereunder arising from and after the date of such transfer, assignment or conveyance provided that such purchaser or successor in interest has assumed all such covenants and obligations of Landlord hereunder.

(c) Tax Bills. In the event that Landlord conveys its interest in the Leased Premises, Landlord shall take all measures necessary to cause real estate tax bills and notices to continue to be mailed to Tenant as required under Article 17.

22. ESTOPPEL CERTIFICATES. Within thirty (30) days after written request therefore from a Leasehold Mortgagee, Landlord shall deliver to the Leasehold Mortgagee an estoppel certificate signed by Landlord's representative which certifies as to: (a) the rent payable under this Lease; (b) the term of this Lease and the rights of Tenant, if any, to extend the term of this Lease; (c) the nature of any existing defaults by Tenant alleged by Landlord; and (d) any other matters reasonably requested by the Leasehold Mortgagee.

23. NO LIABILITY/RELEASE. Notwithstanding anything in this Lease to the contrary, the Leasehold Mortgagee shall not be liable or responsible in any respect for any of Tenant's obligations under this Lease unless and until the Leasehold Mortgagee becomes the holder of this Lease through foreclosure proceedings, exercise of the power of sale, or deed or assignment in lieu thereof. If the Leasehold Mortgagee or any affiliate of the Leasehold Mortgagee shall acquire tenant's interest in the Lease or shall become tenant under any new lease made pursuant to this Article, then the Leasehold Mortgagee or its affiliate may assign this Lease or such new Lease and thereupon shall be released from all liability for the performance or observance of the covenants and conditions to be performed or observed on the part of tenant under this Lease or such new lease from and after the date of such assignment. Any such assignment must be approved by the City and such approval may not be unreasonably withheld.

24. TAX TREATMENT. Tenant or its assign shall have the benefit of all depreciation, depletion, amortization, deductions or allowances related to the buildings and the site improvements now or hereafter located on the leased premises under the internal revenue code, as amended, and under any income or similar or other tax statute enacted by any applicable local, state, county, federal or other governmental or taxing authority.

25. CONDEMNATION.

(a) Eminent Domain. If all or substantially all of the Leased Premises or access thereto or therefrom shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof (a "Taking"), then this Lease shall automatically terminate as of the date that possession has been so taken (the "Vesting Date").

(i) In the event of a Taking of less than all or substantially all of the Leased Premises or access thereto or therefrom, Tenant, within ninety (90) days of such Taking, may elect to terminate this Lease and not restore if, by reason of the Taking, Tenant determines that the Leased Premises is unsuitable for continued operation of the Leased Premises as contemplated herein, as determined by Tenant in its reasonable discretion.

(ii) In the event Tenant elects by reason of the foregoing events to terminate the Lease, Tenant shall give written notice of such election to Landlord within ninety (90) days of such Taking, and the term of this Lease shall expire and come to an end thirty (30) days after such notice is given. Upon such

termination, the Rent and all Additional Rent shall be adjusted to the date of termination and neither party shall have any further rights or liabilities hereunder. With respect to any items of Additional Rent which are payable to Landlord in the event of such termination but which are not then capable of ascertainment, Tenant shall pay to Landlord an amount equal to such Additional Rent as and when same become determined. The covenants and agreements with respect to the adjustment and payment of these items of Additional Rent and refunds, if any, shall survive the termination of this Lease.

(iii) In the event Tenant does not elect by reason of the foregoing events to terminate the Lease, then the Tenant shall restore the remaining portion of the Leased Premises, to the extent feasible, to the condition thereof as it existed immediately before such taking, provided, however, that the Tenant shall not be required to expend any amount in excess of the net condemnation award for such purposes.

(b) The Award. In the event of a Taking resulting in the termination of this Lease pursuant to the provisions of this Article 24, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such Taking and further agree that the aggregate net award, after deducting the reasonable expenses of Landlord and Tenant, including attorneys' fees, incurred in connection therewith, shall be distributed as follows, and in the following order of priority:

(i) Tenant shall be entitled to an amount equal to the value, on the Vesting Date, of the Buildings and Site Improvements taken, as if improved and available for their highest and best use, giving effect to the existence of this Lease. If the Landlord is the condemning party, it shall not be entitled to claim any payment hereunder. In this regard, Tenant shall be entitled to: (A) an amount equal to the value of the Buildings and Site Improvements taken, including the loss of income associated with the Buildings and Site Improvements taken, (B) be compensated for the loss of its business and goodwill occasioned by any Taking, (C) make all claims allowed by the laws of the State of Florida and the United States of America against the condemning authority with respect to all or any portion of the award Tenant may be entitled to hereunder. Without limiting the foregoing, if the amount that the Tenant may otherwise be entitled to pursuant to this provision is less than all amounts due, including without limitation, principal, interest, prepayment premiums or penalties, to all Leasehold Mortgagees in connection with all Leasehold Financings, then the Tenant shall be entitled to an amount of the award that is equal to all amounts due, including without limitation, principal, interest, prepayment premiums or penalties, to all Leasehold Mortgagees in connection with all Leasehold Financings; and

(ii) Landlord shall be entitled to the balance of the award.

(c) Reconstruction.

(i) In case of a Taking of less than substantially all of the Leased Premises and if this Lease is not terminated, Tenant, at its expense, shall, to the extent of the award (but this limitation shall not be construed as imposing any obligation on Landlord to contribute to such restoration work), proceed with diligence (subject to reasonable time periods for purposes of adjustment of any award and Unavoidable Delays) to repair or reconstruct the Buildings (all such repair, reconstruction and work being referred to in this Section as "Reconstruction Work") and the award in the condemnation proceedings, after deduction of the

reasonable expenses of Landlord and Tenant incurred in connection with the Taking, shall be made available to Tenant for purposes of paying the cost and expense of the Reconstruction Work. During the period in which the Reconstruction Work has not been completed.

If Tenant shall fail to commence such Reconstruction Work within one hundred eighty (180) days after the Vesting Date (adjusted for Unavoidable Delays) or, if having commenced such Reconstruction Work, shall, other than as a result of Unavoidable Delays, fail to complete in accordance with such terms with reasonable diligence, and such failure shall continue for a period of sixty (60) days after notice by Landlord, subject to Unavoidable Delays, Landlord may, at its option and upon serving written notice upon Tenant and any Leasehold Mortgagee (if any) that it elects to do so, may complete such Reconstruction Work. In such event, and whether or not this Lease may have theretofore been terminated by reason of any Event of Default by Tenant, Landlord shall have the right as the Reconstruction Work progresses to use and apply the net condemnation award to the cost of such Reconstruction Work.

(ii) In case of a Taking of less than all or substantially all of the Leased Premises, the Rent and Additional Rent payable hereunder shall, from and after the Vesting Date, be equitably reduced based upon the portion of the Leased Premises taken.

(iii) Any compensation for a temporary Taking of the Leased Premises, shall be payable to Tenant without participation by Landlord, except to the proportionate extent such temporary Taking extends beyond the end of the Lease Term and Tenant shall remain fully responsible for the Rent and Additional Rent.

NO AUTHORITY TO CONTRACT IN NAME OF LANDLORD. Nothing contained in this Lease shall be deemed or construed to constitute the consent or request of landlord, express or implied, by implication or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Leased Premises or any part thereof, nor as giving tenant any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against Landlord's interest in the Leased Premises or any part thereof or against assets of Landlord, or Landlord's interest in any rent. NOTICE IS HEREBY GIVEN, AND TENANT SHALL CAUSE ALL CONSTRUCTION AGREEMENTS TO PROVIDE, THAT TO THE EXTENT ENFORCEABLE UNDER FLORIDA LAW, LANDLORD SHALL NOT BE LIABLE FOR ANY WORK PERFORMED OR TO BE PERFORMED AT THE LEASED PREMISES OR ANY PART THEREOF FOR TENANT OR ANY SUBTENANT OR FOR ANY MATERIALS FURNISHED OR TO BE FURNISHED TO THE PREMISES OR ANY PART THEREOF FOR ANY OF THE FOREGOING, AND NO MECHANIC'S, LABORER'S, VENDOR'S, MATERIALMAN'S, OR OTHER SIMILAR STATUTORY LIEN FOR SUCH WORK OR MATERIALS SHALL ATTACH TO OR AFFECT LANDLORD'S INTEREST IN THE LEASED PREMISES OR ANY ASSETS OF LANDLORD, OR LANDLORD'S INTEREST IN ANY RENT. THE FOREGOING SHALL NOT REQUIRE TENANT TO REQUEST ADVANCE WAIVERS OF LIEN FROM CONTRACTORS OR SUBCONTRACTORS.

26. FINANCIAL REPORTS AND RECORDS.

(a) Tenant shall at all times during the Term of this Lease keep and maintain at a location within the City (separate from any of Tenant's other books, records and accounts) accurate and complete records pertaining to the Leased Premises including, without limitation, books of account reflecting net operating income, the operations of the Leased Premises, and such other matters required to demonstrate Tenant's and subtenants compliance with their respective obligations under the Lease and subleases, all in accordance with the generally accepted accounting principles. Landlord and its representatives shall have, during normal business hours and upon reasonable advance notice, access to inspect the records required by the preceding sentence.

(b) The Landlord shall have the right to cause an audit by any recognized accounting firm (in accordance with the generally accepted accounting principles) of (i) Tenant's net operating income and/or (ii) Tenant's subtenant rent information to be made at any time (but not more frequently than one (1) time in any twelve (12) month period), at Landlord's expense, except as provided below. Such right of inspection and audit may be exercised at any time within three (3) years after the end of the year to which such Tenant's net operating income or subtenant rent information is related, and Tenant shall maintain all such books and records for at least such period of time and, if any dispute between the Parties has arisen and remains unresolved at the expiration of such period of time, for such further period of time until the resolution of such dispute. If any such audit by Landlord reveals that Tenant has understated the Rent audited by five percent (5%) or greater, the costs of such audit shall be paid by Tenant and the amounts of any such underpayment disclosed by such audit, together with any applicable interest accrued thereon, shall be promptly paid to the Landlord.

(c) The obligations of Tenant and Landlord under this Article shall survive the Expiration of the Term of the Lease.

27. NONLIABILITY. No member, official or employee of the Landlord or any other governing body (including, without limitation, the mayor or members of the city council) shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by landlord or for any amount or obligation which may become due to tenant or successor under the terms of this Lease; and any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such person, or under or by reason of the obligations, covenants or agreements contained in this lease, or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

28. CONFIRMATION OF PROPRIETY OF TRANSACTION. Tenant represents and warrants that, to the best of its actual knowledge, this transaction is proper and authorized by the applicable laws governing this transaction including but not limited to the composition of the board of the Tenant and Tenant acknowledges that Landlord is relying upon the foregoing representations and warranties in entering into this Lease and would not enter into this Lease absent the same.

29. MISCELLANEOUS.

(a) Captions. Captions of the Sections and Articles contained in this Lease are for convenience only and do not constitute a part of this Lease and do not limit, affect or construe the contents of such Sections or Articles.

(b) Severability. If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) Interpretation. All provisions of this Lease have been negotiated by both Landlord and Tenant, at arm's length, and neither Landlord nor Tenant shall be deemed the scrivener of this Lease. This Lease shall not be construed for or against either Landlord or Tenant by reason of the authorship or alleged authorship of any provision hereof. As used herein, "business day" means any day other than a Saturday, Sunday or Federal or Florida state holiday.

(d) Incorporation. This instrument shall constitute the entire Lease unless otherwise hereafter modified by both Landlord and Tenant in writing. All exhibits attached and referenced in this Lease are hereby incorporated herein as fully set forth in (and shall be deemed to be a part of) this Lease.

(e) Successors and Assigns. This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon Landlord and Tenant until it shall have been executed and delivered by both Landlord and Tenant.

(f) Legal Representation. Landlord and Tenant have each been afforded a full and fair opportunity to seek advice from legal counsel.

(g) No Recordation. This Lease shall not be recorded. However, a memorandum of lease (the "Memorandum of Lease"), attached hereto as **Exhibit "E,"** shall be recorded by Tenant, provided that Landlord shall cooperate in the execution of any documents reasonably requested by Tenant in connection with such recording.

(h) Governing Law and Venue. This Lease and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida (without regard to conflicts of laws). In the event of any judicial proceeding, the parties agree that the venue shall be in Palm Beach County, Florida.

(i) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to Persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

(j) Interest of Tenant. Tenant shall have no interest in the Leased Premises other than its

interest as Tenant under and pursuant to this Lease. No action of Tenant may deprive City of its fee simple title to the Leased Premises.

(k) No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate or any interest in such fee estate.

(l) Person. As used herein, the term "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any Federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

(m) Affiliate. As used herein, the term Affiliate means with respect to a Person, any other Person that directly or indirectly Controls, is controlled by, or is under common Control with, the specified Person.

(n) Control. As used herein, the term Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Ownership of more than 50% of the: (a) beneficial interests of a Person shall be conclusive evidence that control exists, or (b) voting interests of a Person shall be conclusive evidence that control exists.

(o) Unavoidable Delays. As used herein, the term "Unavoidable Delay(s)" shall mean any delay which arises, directly or indirectly, from any strike, lockout, labor dispute, inability to obtain materials or labor (in each case outside the reasonable control of the Tenant), governmental restrictions, acts of war, act of public enemy, riot, insurrection, terrorist attack, governmental regulation, fire or other acts of God, abnormal weather conditions, litigation which causes a delay (other than litigation among and between the Tenant and its Affiliates) or other cause, similar or dissimilar to those enumerated above, beyond the control of Tenant (all of the causes set forth above being herein called "Unavoidable Delays").

(p) Modification. No modification of this Lease shall be valid and/or binding unless in writing and executed by all parties.

(q) Assignment of leases in place. To the extent Landlord has previously leased any portion of the Leased Premises to any other tenant ("previous lease"), Landlord assigns any and all of its interest in said previous lease(s) to the Tenant. Tenant shall be responsible for all obligations and shall receive any and all benefits which would have inured to the Landlord under the previous lease. Tenant shall also have the right to alter, modify and/or terminate the previous lease in accordance with general contract principals, Florida Law, and/or the City's Charter.

SIGNATURES ON FOLLOWING PAGES

GROUND LEASE - MARINA UPLANDS GROUND LEASE

IN WITNESS WHEREOF, the parties unto this Lease have set their hands and seals on the day and date first written above.

LANDLORD

CITY OF RIVIERA BEACH

BY: Thomas A. Masters
Thomas A. Masters
Mayor

Amika R. Thomas
Witness

Amika R. Thomas
Print/Type Witness Name

Jacqueline M. Burgess
Witness

Jacqueline M. Burgess
Print/Type Witness Name

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Carrie E. Ward
Carrie E. Ward, MMC 7/29/14
City Clerk

BY: Pamala H. Ryan
Pamala H. Ryan, B.C.S.
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

On 7/29/14, 2014, before me, Claudene L. Anthony, Notary Public, personally appeared Thomas A. Masters, Mayor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he signed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

Claudene L. Anthony (SEAL)
Notary Public

My commission expires:



CLAUDENE L. ANTHONY
MY COMMISSION # EE 189042
EXPIRES: June 29, 2016
Bonded Thru Budget Notary Services

[Signature]

Witness

Eva E. Pasarella

Print/Type Witness Name

[Signature]

Witness

Print/Type Witness Name A. Scott

TENANT

COMMUNITY REDEVELOPMENT AGENCY

BY:

[Signature]

Judy Davis
Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

[Signature]

J. Michael Haygood
J. Michael Haygood, PA
General Counsel

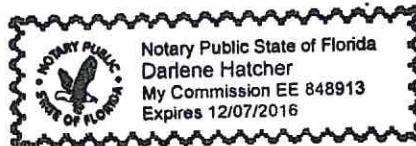
On July 2, 2014, before me, Darlene Hatcher, Notary Public, personally appeared Judy Davis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she signed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public

(SEAL)



My commission expires: 12/07/2016

**SKETCH AND LEGAL
DESCRIPTION
(NOT A SURVEY)**

EXHIBIT A

SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF INLET GROVE, AS RECORDED IN PLAT BOOK 8 AT PAGE 14 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH FILLED IN LANDS OF LAKE WORTH, ALL LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET), NORTH 06°06'26" EAST, A DISTANCE OF 441.30 FEET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN THE AFOREMENTIONED INLET GROVE; THENCE ALONG SAID WESTERLY PROLONGATION AND SAID NORTH LINE AND ALONG THE EASTERLY PROLONGATION OF SAID NORTH LINE, SOUTH 88°09'50" EAST, A DISTANCE OF 363.55 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH AS LOCATED ON NOVEMBER 18, 2008; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIFTEEN (15) COURSES: (1) SOUTH 04°12'25" EAST, A DISTANCE OF 34.36 FEET; (2) SOUTH 00°39'20" EAST, A DISTANCE OF 31.28 FEET; (3) SOUTH 00°39'51" EAST, A DISTANCE OF 24.33 FEET; (4) SOUTH 03°13'39" EAST, A DISTANCE OF 33.51 FEET; (5) SOUTH 06°26'40" EAST, A DISTANCE OF 23.02 FEET; (6) SOUTH 07°42'21" EAST, A DISTANCE OF 21.60 FEET; (7) SOUTH 11°47'31" EAST, A DISTANCE OF 27.20 FEET; (8) SOUTH 12°07'22" EAST, A DISTANCE OF 26.46 FEET; (9) SOUTH 16°10'47" EAST, A DISTANCE OF 28.88 FEET; (10) SOUTH 21°34'53" EAST, A DISTANCE OF 28.91 FEET; (11) SOUTH 25°54'26" EAST, A DISTANCE OF 25.33 FEET; (12) SOUTH 29°04'45" EAST, A DISTANCE OF 27.09 FEET; (13) SOUTH 21°16'26" EAST, A DISTANCE OF 20.63 FEET; (14) SOUTH 27°50'28" EAST, A DISTANCE OF 38.45 FEET; (15) SOUTH 02°10'14" EAST, A DISTANCE OF 68.92 FEET; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, NORTH 88°09'50" WEST, A DISTANCE OF 503.17 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 4.273 ACRES, MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND ACCOMPANIED BY SHEET 2 OF 2. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983/90 (NAD 83/90) AND REFERENCE A CALCULATED BEARING OF N01°03'56"E ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C, AS SHOWN HEREON.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

David E. Rohal

DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

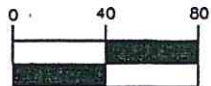


Calvin, Giordano & Associates, Inc.
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Certificate of Authorization 6791

BICENTENNIAL PARK
CITY OF RIVIERA BEACH, FLORIDA

SCALE NONE	PROJECT No 13-5578	SHEET 1
DATE 4/08/14	CAD FILE SEE LEFT MARGIN	OF 2

SKETCH OF DESCRIPTION



(IN FEET)

1 INCH = 80 FEET

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

BLOCK 11

INLET GROVE

PB 8, PG 14, PBCR

OLD SLIP ROAD

(VACATED PER ORB 11727, PG 1060, PBCR)

S88°09'50"E 363.55'

NORTH LINE OF LOT 1

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

BLOCK 10

INLET GROVE

PB 8, PG 14, PBCR

BICENTENNIAL PARK
(4.273 ACRES)

LOT 6

LOT 7

POINT OF BEGINNING

S.W. CORNER OF

"RESERVED" AREA

INLET GROVE

(PB 8, PG 14, PBCR)

LOT 8

"RESERVED" AREA
SOUTH LINE OF "RESERVED" AREA

E. 14th ST.

(VACATED PER ORB 26682, PG 721, PBCR)

LOT 1

LOT 2

BLOCK 1
RIVIERA

PB 2, PGS 90-91, PBCR

LOT 3

LOT 4

LOT 5

LOT 6

AVENUE C
(PLATTED AS OAK STREET NORTH)
(P.B. 2, PG. 90-91, P.B.C.R.)

N01°03'56"E EAST R/W LINE
(BASIS OF BEARINGS)

GRAND VIEW PLACE NORTH
(VACATED PER ORB 26682, PG 721, PBCR)

PARK
RIVIERA
PB 2, PGS 90-91, PBCR

APPROXIMATE SHORE LINE
OF LAKE WORTH PER
PB 2, PGS 90-91, PBCR

EASTERLY PROLONGATION,
NORTH LINE OF LOT 1
(P.B. 8, P.G. 14, P.B.C.R.)

MEAN
HIGH WATER LINE
WATERS OF
LAKE WORTH

FILLED IN LANDS OF
LAKE WORTH
SECTION 33-42-43

LINE PER BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA
DISCLAIMER No. 40969(5813-50)

MEAN HIGH WATER LINE
WATERS OF LAKE WORTH

FILLED IN LANDS OF
LAKE WORTH
SECTION 33-42-43

LAKE WORTH

S04°12'25"E
34.36'

S00°39'20"E
31.28'

S00°39'51"E
24.33'

S03°13'39"E
33.51'

S06°26'40"E
23.02'

S07°42'21"E
21.60'

S11°47'31"E
27.20'

S12°07'22"E
26.46'

S16°10'47"E
28.88'

S21°34'53"E
28.91'

S25°54'26"E
25.33'

S29°04'45"E
27.09'

S21°16'26"E
20.63'

S02°10'14"E
68.92'

S27°50'28"E
38.45'

LEGEND:

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
PGS = PAGES
PBCR = PALM BEACH COUNTY RECORDS
R/W = RIGHT-OF-WAY



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

301 W. 1st St., Suite 100, Ft. Lauderdale, FL 33301
Phone: 561.641.6161 • Fax: 561.641.6162

Certificate of Authorization 6791

BICENTENNIAL PARK

CITY OF RIVIERA BEACH, FLORIDA

SCALE

1"=80'

DATE

4/08/14

PROJECT No

13-5578

CAD FILE

SEE LEFT MARGIN

SHEET

2

OF

2

**SKETCH AND LEGAL
DESCRIPTION
(NOT A SURVEY)**

SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF RIVIERA, AS RECORDED IN PLAT BOOK 2 AT PAGES 90 AND 91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH FILLED IN LANDS OF LAKE WORTH, ALL LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, SOUTH 88°09'50" EAST, A DISTANCE OF 10.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, SOUTH 88°09'50" EAST, A DISTANCE OF 493.04 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, SOUTH 02°10'14" EAST, A DISTANCE OF 807.58 FEET; THENCE ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NORTH 88°56'04" WEST, A DISTANCE OF 436.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°04'00" WEST, A DISTANCE OF 69.86 FEET; THENCE ALONG THE WESTERLY BOUNDARIES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 24148, PAGE 1436 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY THE FOLLOWING FOUR (4) COURSES: (1) NORTH 68°58'59" EAST, A DISTANCE OF 21.00 FEET; (2) NORTH 22°01'19" WEST, A DISTANCE OF 53.00 FEET; (3) NORTH 68°03'26" EAST, A DISTANCE OF 62.22 FEET; (4) NORTH 00°48'09" WEST, A DISTANCE OF 105.75 FEET TO THE SOUTH LINE OF BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 15, NORTH 88°56'04" WEST, A DISTANCE OF 132.26 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), NORTH 01°03'56" EAST, A DISTANCE OF 178.00 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF FLAGLER AVENUE (AKA EAST 13TH STREET), A 60-FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT OF RIVIERA, SOUTH 88°17'30" EAST, A DISTANCE OF 5.00 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID EAST RIGHT-OF-WAY LINE OF AVENUE C, SOUTH 01°03'56" WEST, A DISTANCE OF 127.92 FEET; THENCE SOUTH 89°14'29" EAST, A DISTANCE OF 212.00 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF GRAND VIEW PLACE NORTH, A 30-FOOT RIGHT-OF-WAY, NOW VACATED AND ABANDONED, AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 02°21'09" WEST, A DISTANCE OF 124.71 FEET; THENCE NORTH 02°05'22" WEST, A DISTANCE OF 60.13 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FLAGLER AVENUE (AKA EAST 13TH STREET), A 60-FOOT RIGHT-OF-WAY, NOW VACATED AND ABANDONED, AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 88°17'30" WEST, A DISTANCE OF 206.27 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), NORTH 01°03'56" EAST, A DISTANCE OF 294.08 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 14TH STREET (PLATTED AS NORTH AVENUE), AS SHOWN ON SAID PLAT OF RIVIERA, SOUTH 88°09'50" EAST A DISTANCE OF 5.00 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID EAST RIGHT-OF-WAY LINE OF AVENUE C, NORTH 01°03'56" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 8.147 ACRES, MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND ACCOMPANIED BY SHEET 2 OF 2. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983/90 (NAD 83/90) AND REFERENCE A CALCULATED BEARING OF N01°03'56"E ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C, AS SHOWN HEREON.

4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.



DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

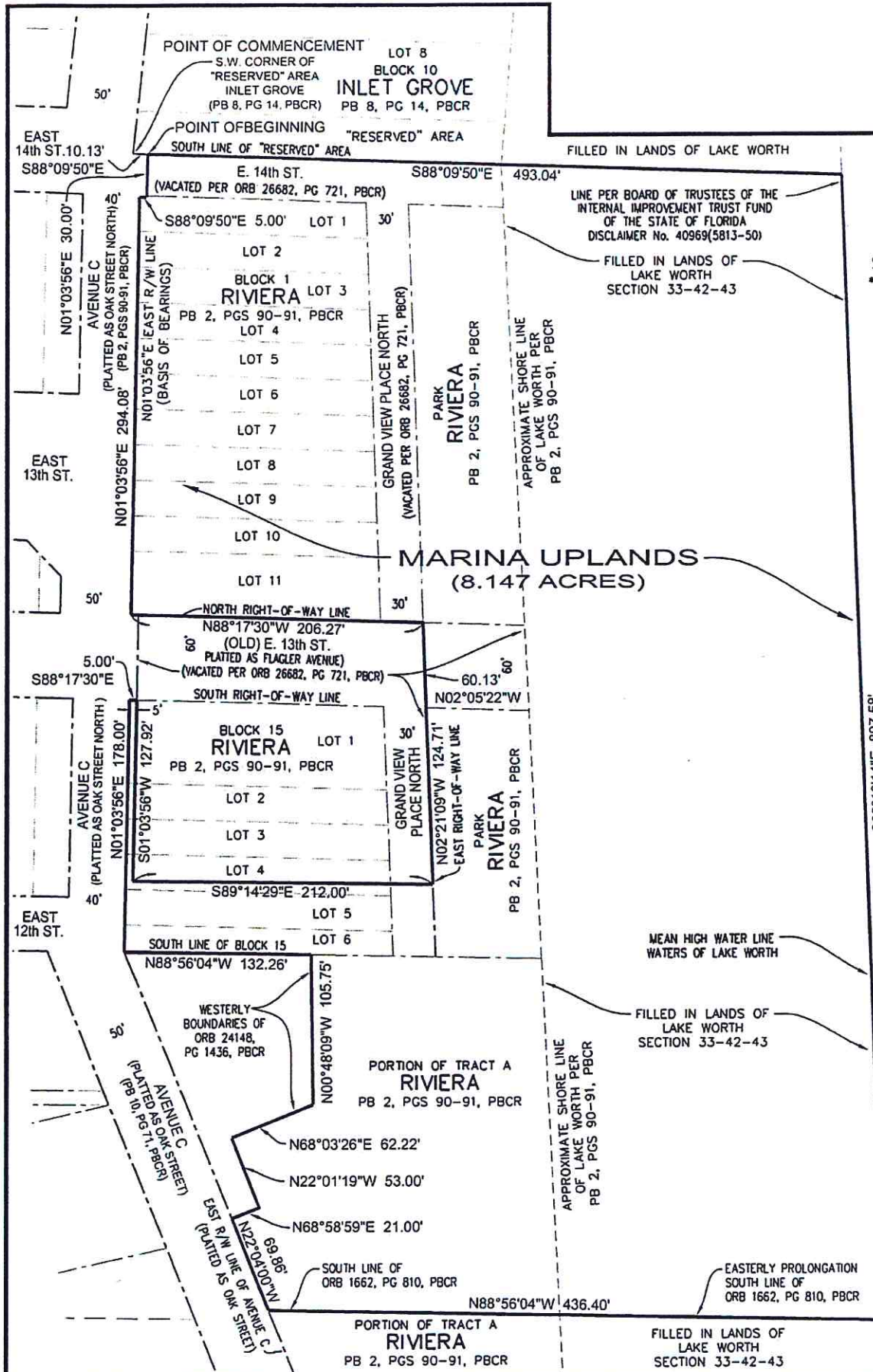


Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
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Phone: 561-841-1313 • Fax: 561-841-1312
Certificate of Authorization 8791

MARINA UPLANDS

CITY OF RIVIERA BEACH, FLORIDA

SCALE	PROJECT No	SHEET
NONE	13-5578	1
DATE	CAD FILE	OF 2
4/09/14	SEE LEFT MARGIN	



SKETCH OF DESCRIPTION

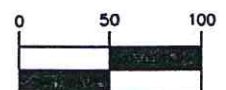
NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

LEGEND:

ORB = OFFICIAL RECORDS
BOOK
PB = PLAT BOOK
PG = PAGE
PGS = PAGES
PBCR = PALM BEACH
COUNTY RECORDS
R/W = RIGHT-OF-WAY

LAKE WORTH

S02°10'14"E 807.58'



(IN FEET)
1 INCH = 100 FEET



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

5000 W. Highway 1, Suite 100, Fort Myers, FL 33907
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Certificate of Authorization 6791

MARINA UPLANDS

CITY OF RIVIERA BEACH, FLORIDA

SCALE

1"=100'

DATE

4/09/14

PROJECT No

13-5578

CAD FILE

SEE LEFT MARGIN

SHEET

2

OF 2

EXHIBIT B

PERMITTED EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2. a. General or special taxes and assessments required to be paid in the year(s) 2014 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in by the Public Records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements, or claims of easements, not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Rights of the lessees under unrecorded leases.
5. Dedications and boundary lines as contained on the Plat of RIVIERA, as recorded in Plat Book 2, Page 90, Public Records of Palm Beach County, Florida. As affected by Ordinance No. 4041 of the City of Riviera Beach abandoning platted right-of-ways recorded in O.R. Book 26682, Page 721, Public Records of Palm Beach County, Florida.
6. Dedications and boundary lines as contained on the Plat of INLET GROVE, as recorded in Plat Book 6, Page 87, Public Records of Palm Beach County, Florida.
7. Dedications and boundary lines as contained on the Plat of INLET GROVE, as recorded in Plat Book 8, Page 14, Public Records of Palm Beach County, Florida. As affected by Ordinance No. 2842 of the City of Riviera Beach abandoning right-of-way of Old Slip Road recorded in O.R. Book 11727, Page 1060, Public Records of Palm Beach County, Florida.
8. Certificate of Approval for Establishment of Bulkhead Line No. 50 (10-19-65) recorded in O.R. Book 1284, Page 285, Public Records of Palm Beach County, Florida.
9. Bulkhead Line West Side of Lake Worth Riviera Beach, Florida recorded in Plat Book 28, Page 95, Public Records of Palm Beach County, Florida.
10. Provisions contained in Dedications from the Trustees of the Internal Improvement Fund of the State of Florida recorded in O.R. Book 1469, Page 488 and O.R. Book 2762, Page 1418, Public Records of Palm Beach County, Florida. As affected by Amendment to Dedication recorded in O.R. Book 25428, Page 752, Public Records of Palm Beach County, Florida.

11. Subject to the terms and conditions of the Lease by and between the City of Riviera Beach, Florida and the Tiki Waterfront Sea Grill.
12. Reservations contained in Special Warranty Deed from the City of Riviera Beach, Florida recorded in O.R. Book 17563, Page 1142, Public Records of Palm Beach County, Florida. (Automatic reservations under 270.11 Florida Statutes)
13. Easement in favor of Comcast Cablevision of West Palm Beach, Inc. recorded in O.R. Book 6513, Page 1307, Public Records of Palm Beach County, Florida.
14. Resolution No. 170-13 of the City of Riviera Beach creating and reserving public utilities contained in instrument recorded in O.R. Book 26675, Page 584, Public Records of Palm Beach County, Florida.
15. Riparian and littoral rights are not insured.

Exhibit C Marina District Master Plan

the Master Plan: Ground Floor

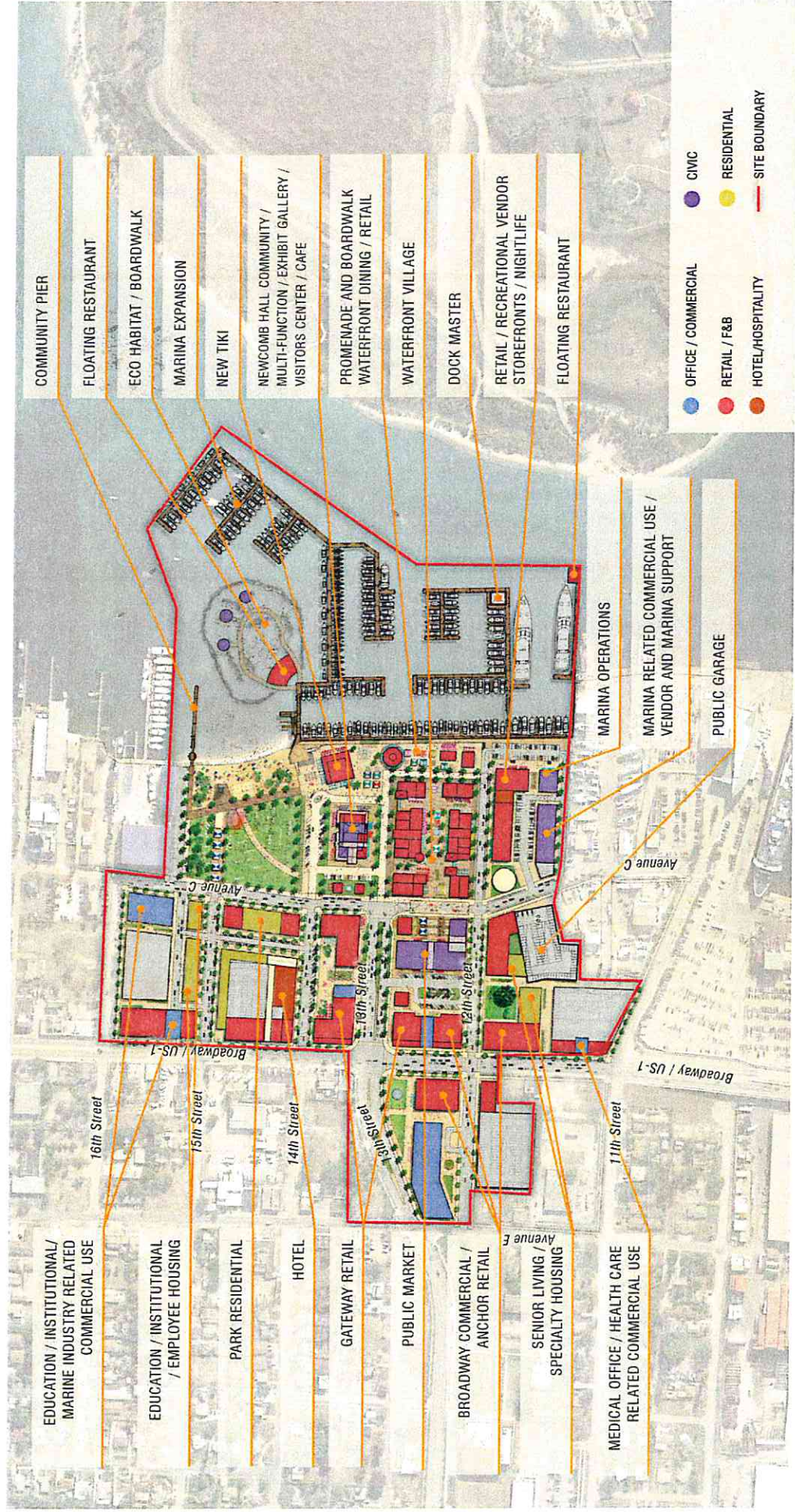


EXHIBIT D

ALTERATIONS AND SITE AND PROJECT IMPROVEMENTS

Exhibit D:

Alterations to Site

Page One: Phase One Site Plan

Page Two & Three: GMP Pricing for all

project elements on Page One

8

- 1 Event Center
- 2 Bicentennial Park
- 3 Marina Park Beach
- 4 Restaurant Pads (Future Development)
- 5 Marina Operations (Temporary)
- 6 Parking – East Lot (Future Marine Shops)
- 7 Parking – West Lot (Future Market Shops)
- 8 Spanish Courts
- 9 Viking Property
- 10 Future Public Market Site



Project: Riviera Beach Marina District So.
Date: June 20, 2014

GMP Summary



Line	Bid Package	Bid Package Description	Sitework not at Bicentennial Park	Sitework at Bicentennial Park	Bldg 100 Marina Events Center	Bldg 101 Restroom Storage	Bldg 102 Restroom Pavilion	Total GMP	SBEMWBE Value	Local \$	Apprentice Program	Subs Solicited	Bids Expected	Bids Received
1	01A	General Conditions	510,672	170,224	371,398	61,900	123,799	\$ 1,237,993	\$ 307,000	\$ 148,400				
2	01B	Site Services	427,428	36,189	87,435	14,573	29,145	\$ 594,770	\$ -	\$ -		28	7	4
3	02A	Building Demolition	123,980	7,620	-	-	-	\$ 131,600	\$ -	\$ -		12	6	6
4	03A	Concrete Shell	320,342	137,280	480,000	35,000	80,000	\$ 1,052,632	\$ -	\$ -		42	6	4
5	03B	Precast Concrete Structure	-	-	208,700	-	19,555	\$ 228,255	\$ -	\$ -		10	4	2
6	03F	Construction Crane & Hoisting	-	-	w/ trades	w/ trades	-	\$ -	\$ -	\$ -		3	1	1
7	04A	Masonry & Cast Stone	338,074	144,032	381,100	39,300	66,150	\$ 966,655	\$ -	\$ -	YES	30	8	4
8	05A	Structural Steel	-	-	82,500	-	300,000	\$ 382,500	\$ -	\$ 285,848	YES	19	6	3
9	05C	Misc Metals	280,021	-	1,179,921	82,496	6,529	\$ 1,528,967	\$ 925,399	\$ 473,818		13	7	3
10	06A	Rough Carpentry & Framing	95,728	-	359,984	23,087	4,208	\$ 483,017	\$ -	\$ 45,620		23	3	1
11	06C	Wood Truss Materials	864	-	40,020	4,287	-	\$ 45,171	\$ -	\$ -		23	8	1
12	06E	Millwork	-	-	90,750	-	-	\$ 90,750	\$ -	\$ -		19	4	2
13	07A	Insulation	-	-	25,491	-	-	\$ 25,491	\$ -	\$ -		6	5	2
14	07B	Fireproofing & Firestopping	-	-	w/ trades	w/ trades	-	\$ -	\$ -	\$ -		30	5	3
15	07E	Roofing & Paver System	3,400	-	593,600	27,000	39,500	\$ 653,500	\$ -	\$ -		6	6	4
16	07F	Roof Specialties	-	-	-	-	1,500	\$ 1,500	\$ -	\$ -		5	2	1
17	07G	Skylight & Glass Canopy	-	-	57,090	-	-	\$ 57,090	\$ -	\$ -		13	4	3
18	07H	Caulking & Waterproofing	63,953	11,288	12,500	700	500	\$ 88,950	\$ -	\$ 8,070		6	6	4
19	08A	Doors, Frames & Hardware	-	-	112,480	8,800	16,730	\$ 138,010	\$ -	\$ -		11	4	3
20	08D	Access Doors	-	-	4,950	950	500	\$ 6,400	\$ -	\$ -		6	6	4
21	08F	Overhead & Ceiling Doors	-	-	-	8,736	10,959	\$ 19,695	\$ -	\$ -		11	4	3
22	08H	Storefronts & Glazing	-	-	389,002	10,120	400	\$ 399,522	\$ 399,522	\$ 30,000	YES	13	4	3
23	09A	Stucco	110,390	47,310	227,000	15,700	17,100	\$ 417,500	\$ 417,500	\$ 120,000		31	8	5
24	09C	Drywall	-	-	201,550	5,170	5,000	\$ 210,550	\$ 210,550	\$ 165,305		15	4	4
25	09D	Tilework & Stone	-	-	31,000	-	2,300	\$ 33,300	\$ -	\$ -		14	3	2
26	09E	Acoustical Treatment	-	-	37,000	-	-	\$ 37,000	\$ 37,000	\$ -		10	4	4
27	09G	Carpet & Resilient Flooring	-	-	-	-	-	\$ -	\$ -	\$ -		0	5	4
28	09H	Special Flooring	-	-	-	-	-	\$ -	\$ -	\$ -	YES	16	5	4
29	09K	Painting	35,000	15,000	58,000	7,000	15,000	\$ 130,000	\$ 111,788	\$ -		5	4	2
30	10A	General Specialties	-	-	4,000	650	1,030	\$ 5,680	\$ -	\$ -		1	1	1
31	10C	Louvers/Vents/Grilles	-	-	13,350	4,750	-	\$ 18,100	\$ -	\$ -		3	2	1
32	10D	Signage	70,000	30,000	10,000	400	700	\$ 111,100	\$ 111,100	\$ 111,100		8	4	1
33	10G	Awnings & Art Mural Panels	-	-	-	-	248,500	\$ 248,500	\$ -	\$ -		5	6	4
34	10I	Operable Partitions	-	-	45,500	-	-	\$ 45,500	\$ 45,500	\$ -		11	5	4
35	10L	Toilet Accessories & Partitions	-	-	37,400	21,220	25,065	\$ 83,685	\$ -	\$ -		4	4	3
36	11C	Audio-Visual Equipment	-	-	255,000	-	21,666	\$ 276,666	\$ 276,666	\$ -		7	3	3
37	11H	Food Service Equipment	-	-	45,204	-	-	\$ 45,204	\$ -	\$ 45,204		1	1	1
38	11I	Fuel Tank Equipment	350,000	-	-	-	-	\$ 350,000	\$ -	\$ -		6	4	2
39	12D	Rugs & Mats	-	-	4,200	-	-	\$ 4,200	\$ -	\$ -		5	3	2
40	13E	Fountain & Water Feature	113,097	753,750	-	-	-	\$ 866,847	\$ 5,000	\$ 5,000	maybe	10	7	3
41	14A	Elevator	-	-	62,071	-	-	\$ 62,071	\$ -	\$ -		21	9	6
42	21A	Fire Protection	-	-	52,284	-	-	\$ 52,284	\$ 52,284	\$ -		35	12	7
43	22A	Plumbing	3,000	-	335,450	43,800	56,750	\$ 439,000	\$ -	\$ 418,000	YES	24	8	7
44	23A	HVAC	-	-	395,605	29,442	40,040	\$ 465,087	\$ 465,087	\$ 465,087	YES	5	6	5
45	26A	Electrical	1,784,107	1,189,404	893,600	50,000	259,400	\$ 4,176,511	\$ 4,029,950	\$ 1,750,000		5	6	5
46	27A	Data/Communications	63,750	21,250	55,000	-	7,000	\$ 147,000	\$ 147,000	\$ -	YES	11	8	6
47	28A	Security Systems & CCTV	94,800	63,200	64,300	-	9,050	\$ 231,350	\$ 231,350	\$ -				

EXHIBIT E
MEMORANDUM OF LEASE
DRAFT
ORIGINAL TO BE FILED

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:

J. Michael Haygood, PA
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

MEMORANDUM OF AGREEMENT
MARINA UPLANDS LEASE

This MEMORANDUM OF AGREEMENT is entered into _____, by the City of Riviera Beach, Florida, a municipal corporation, with an address at 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404 (hereinafter referred to as “**Owner**” or “**Landlord**”) and the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part II Chapter 163, Florida Statutes with an office at 2001 Broadway, Suite 300, Riviera Beach, Florida 33404, (hereinafter referred to as “**CRA** or “**Tenant**”).

1. Landlord and CRA entered into a Ground Lease Agreement (“**Agreement**”) dated as of _____, effective upon the signing of the Agreement by both parties (“**Effective Date**”) for the purpose of the CRA , directly or indirectly through a subtenant or facility lessee, constructing, equipping, operating and maintaining the New Marina Uplands and other improvements. All of the foregoing is set forth in the Agreement and the Agreement is incorporate herein by reference.

2. The term of CRA’s Project LLC’s tenancy under the Agreement is for 50 years commencing on the Effective Date.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access easements (the “**Premises**”) are set forth in the Agreement.

[Remainder of page left intentionally blank]

The parties have signed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

City of Riviera Beach, Florida,
a municipal corporation

By: **EXHIBIT ONLY – DO NOT
EXECUTE**

Name: _____

Title: _____

Date: _____

TENANT:

Riviera Beach Community Redevelopment Agency,
a body corporate and politic created pursuant to Part
III, Chapter 163, Florida Statutes

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

On _____, before me, _____, Notary Public, personally appeared _____, as the Mayor of the City of Riviera Beach, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they signed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

On _____, before me, _____, Notary Public, personally appeared _____, as the Chairperson of the Board of Commissioners of the City of Riviera Beach, personally known to me (or proved to me on the basis of satisfactory evidence) to be the

person whose name is subscribed to the within instrument and acknowledged to me that they signed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

_____(SEAL)
Notary Public

My commission expires: _____

RESOLUTION NO. 2014-45

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE AGENCY, THE CITY OF RIVIERA BEACH ("CITY") AND THE RIVIERA BEACH UTILITY SPECIAL DISTRICT ("UTILITY DISTRICT") TO PROVIDE FOR THEIR MUTUAL AND RESPECTIVE UNDERSTANDINGS, AGREEMENTS, RIGHTS, DUTIES AND OBLIGATIONS PERTAINING TO THE FUNDING OF THE REDEVELOPMENT OF THE CITY MARINA UPLAND PROPERTY; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto and the Florida Interlocal Cooperation Act of 1969, as amended (the "Cooperation Act") to permit the City and the Agency to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the redevelopment of the community redevelopment area and the facilities provided for herein in the manner that will best accord with the existing resources available to each of them and the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

WHEREAS, the City Council of the City of Riviera Beach, by the adoption of ordinances and resolutions: (i) on August 7, 1974 established the Agency and on February 21, 2001 found the Agency to have been in continuous existence; (ii) on December 18, 1985 approved the Inlet Harbor Center Plan and amended the Redevelopment Plan, approving the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001, pursuant to Ordinance No. 2912, for the Redevelopment Area; as amended by the adoption of Ordinance 3099, approving the adoption of 2011 Amended Redevelopment Plan (iii) on September 19, 1984, created the Redevelopment Trust Fund; all as contemplated by the Community Redevelopment Act of 1969; and

WHEREAS, Section 163.01(5)(f) of the Cooperation Act provides that an interlocal agreement may contain a method or formula for equitably providing for and allocating and financing the capital and operating costs for capital projects and for the payment of debt service, including establishment of reserves, on bonds, on the basis of the amount of the benefits received or conferred by each participating government; and

WHEREAS, as permitted by Section 163.01(5) of the Cooperation Act, by interlocal agreement, the City, the Utility District and the Agency may exercise jointly any power, privilege or authority which both share in common and which each might

exercise separately; and

WHEREAS, the City and Agency entered into a Marina Uplands Ground Lease as of July 2, 2014, allowing the Agency to lease certain property defined therein at the City's Marina, hereinafter "City Marina Upland Property"; and

WHEREAS, the City, the Utility District and Agency desire herein to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the funding of the redevelopment of the City Marina Upland Property; and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Redevelopment Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency hereby approves the Interlocal Agreement attached hereto as Exhibit "A" to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the funding of the redevelopment of the city marina upland property.

SECTION 2. The Chair and the Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to execute and attest, respectively, the attached Interlocal Agreement.

SECTION 3. This resolution shall be effective immediately upon its adoption.

[Signatures on following page]

PASSED AND ADOPTED this 17 day of Sept., 2014.

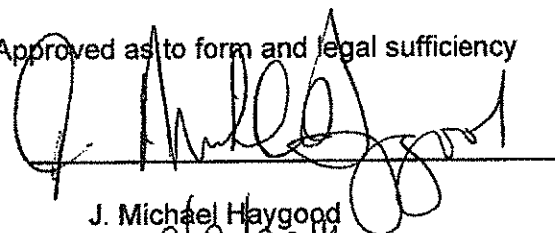
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: Judy Davis
Title: Chairperson

ATTEST:


Executive Director

Approved as to form and legal sufficiency


J. Michael Haygood
Date 9/22/2014
J. Michael Haygood, PA
General Counsel to CRA

MOTION BY:

D. Pardo

SECONDED BY:

B. Guyton

B. GUYTON
D. PARDO
C. THOMAS
T. DAVIS
J. DAVIS

Aye
Aye
Absent
Absent
Aye

MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT
Between the City of Riviera Beach, the City of Riviera Beach Utility Special District, and
the Riviera Beach Community Redevelopment Agency

THIS INTERLOCAL AGREEMENT (the "Agreement") is made as of this 1st day of October, 2014, by, among and between the City of Riviera Beach, Florida, a municipal corporation organized under the laws of the State of Florida, (the "City"), the City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Chapter 189, Florida Statutes (herein referred to as the "Utility District"), and the Riviera Beach Community Redevelopment Agency, a public body corporate and politic of the State of Florida (the "Agency").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto and the Florida Interlocal Cooperation Act of 1969, as amended (the "Cooperation Act") to permit the City and the Agency to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the redevelopment of the community redevelopment area and the facilities provided for herein in the manner that will best accord with the existing resources available to each of them and the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

WHEREAS, the City Council of the City of Riviera Beach, by the adoption of ordinances and resolutions: (i) on August 7, 1974 established the Agency and on February 21, 2001 found the Agency to have been in continuous existence; (ii) on December 18, 1985 approved the Inlet Harbor Center Plan and amended the Redevelopment Plan, approving the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001, pursuant to Ordinance No. 2912, for the Redevelopment Area; as amended by the adoption of Ordinance 3099, approving the adoption of 2011 Amended Redevelopment Plan (iii) on September 19, 1984, created the Redevelopment Trust Fund; all as contemplated by the Community Redevelopment Act of 1969; and

WHEREAS, Section 163.01(5)(f) of the Cooperation Act provides that an interlocal agreement may contain a method or formula for equitably providing for and allocating and

financing the capital and operating costs for capital projects and for the payment of debt service, including establishment of reserves, on bonds, on the basis of the amount of the benefits received or conferred by each participating government; and

WHEREAS, as permitted by Section 163.01(5) of the Cooperation Act, by interlocal agreement, the City, the Utility District and the Agency may exercise jointly any power, privilege or authority which both share in common and which each might exercise separately; and

WHEREAS, the City and Agency entered into a Marina Uplands Ground Lease as of July 2, 2014, allowing the Agency to lease certain property defined therein at the City's Marina, hereinafter "City Marina Upland Property"; and

WHEREAS, the City, the Utility District and Agency desire herein to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the funding of the redevelopment of the City Marina Upland Property; and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Redevelopment Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and in order to set forth the rights, duties and powers of the parties for the purpose of implementing the foregoing, the City, the Utility District, and the Agency hereby covenant and agree as follows:

ARTICLE I

Authority

This Agreement is entered into pursuant to the provisions of the Cooperation Act, the Municipal Home Rule Powers Act of Chapter 166, Florida Statutes, the Part III, Chapter 163, Florida Statutes (the "Community Redevelopment Act") Act and other applicable provisions of law.

ARTICLE II

Definitions

The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise.

"**Agency**" means the Riviera Beach Community Redevelopment Agency, a public body corporate and politic under the laws of the State of Florida established pursuant to the Community Redevelopment Act.

"**Agreement**" means this Interlocal Agreement by, among and between the City, the Utility District, and the Agency.

"**Capital Costs**" means all or any portion of the expenses payable by the City and the Utility District as described in **Exhibit "A"** that are properly attributable to the construction, installation, reconstruction, or replacement (including demolition, environmental remediation and relocation) of the Capital Projects inclusive of a pro rata share of the cost of issuance, underwriter's discount and capitalized interest associated with the issuance of the Public Improvement Revenue Bonds. Capital Costs shall not exceed Eleven Million Nine Hundred and Three Thousand, Seven Hundred Sixty Dollars (\$11,903,760).

"**Capital Projects**" means the following projects: Marine Way, Avenue C, 12th Street, 13th Street, 14th Street, and Bicentennial Park.

"**City**" means the City of Riviera Beach, a municipal corporation organized under the laws of the State of Florida.

"**City Marina Upland Property**" shall mean the property as legally described in **Exhibit "B"**.

"**City Council**" means the governing body of the City.

"**Cooperation Act**" means Section 163.01, Florida Statutes, known and referred to as the Florida Interlocal Cooperation Act of 1969.

"**Debt Service**" means collectively, the principal, interest, and redemption premium, if any, payable with respect to the City Reimbursement and Utility District Reimbursement and the Debt Service Allotment

"**Debt Service Allotment**" means collectively, the principal, interest, and redemption premium, if any, payable with respect to the Public Improvement Revenue Bonds, which may be utilized to fund the Capital Projects as provided herein and assigned to the Agency for repayment of the Marina Debt and denoted as Total Reimbursement in **Exhibit "A"**.

"**Development Project**" means any project approved by the Agency's Board of Commissioners for the redevelopment of the City Marina Upland Property pursuant to this Interlocal Agreement.

"**Expiration Date**" means the date on which this Agreement expires on its own terms as provided in Article IV herein.

"Fiscal Year" means the fiscal years of the City and the Agency commencing on October 1 of each year and ending on the next succeeding September 30, or such other fiscal year as may be established by law.

"Marina Uplands Ground Lease" shall mean the ground lease entered into between the City and the Agency dated July 2, 2014.

"Marina Uplands Lease Property" shall mean the City Marina Upland Property subject to the Marina Uplands Ground Lease.

"Parking Facilities" means the parking facilities to be acquired, constructed, equipped and/or owned by the Agency as part of the public improvements.

"Project Area" shall mean the lands depicted in the Agency which is incorporated hereby by reference.

"Public Improvements" shall mean the infrastructure, the parking facilities, and other capital projects constituting public infrastructure to serve the Development Project and Redevelopment Area including, but not limited to, the Capital Projects.

"Public Improvement Revenue Bonds" means the Public Improvement Revenue Bonds Series 2014 issued by the City for, in part, the redevelopment of the City Marina Upland Property, a portion of the proceeds of which are to be used to acquire, construct and equip a portion of the Capital Projects.

"Redevelopment Area" means the blighted area within the boundaries of the City as defined in the Redevelopment Plan of the Agency.

"Redevelopment Plan" means the 2011 Redevelopment Plan.

"Redevelopment Trust Fund" means the trust fund established pursuant to Section 163.387 of the Agency Act for the deposit of increment revenues attributable to the Redevelopment Area.

"Reimbursement to City" shall mean the Capital Costs attributable to Marine Way, Avenue C, 12th Street, 13th Street and 14th Street, including all below ground and storm water costs, plus the costs for Building #1, Building #2, the water feature and soft costs allocated to Bicentennial Park. Marina Debt shall not exceed Eight Million Ninety One Thousand Eight Hundred Fifty Eight Dollars (\$8,091,858.).

"Reimbursement to Utility District" shall mean all water and sanitary sewer costs for the Marina Upland Phase One development project as provided in **Exhibit "A"** and noted as Total Reimbursement-Utility District.

"Utility District" means the City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Chapter 189, Florida Statutes.

ARTICLE III
Purpose; Findings and Recitals Incorporated

Section 3.01 Purpose.

The City, the Utility District and the Agency acknowledge and agree that the purpose of this Agreement is to set forth the cooperative relationship by and among the City, the Utility District and the Agency, the respective duties and obligations thereof and the procedures to be followed by the parties hereto in order to undertake the redevelopment of the City Marina Uplands Property, the payment of obligations associated with the redevelopment of the City Marina Uplands Property and the Marina Uplands Ground Lease.

Section 3.02 Findings and Recitals Incorporated.

The City, the Utility District and the Agency hereby ascertain, determine, declare and find that the redevelopment of the City Marina Uplands Property needed to further the mutual goals of the City and the Agency to eliminate factors which contribute to slum and blight.

The recitals to this Agreement are hereby incorporated as findings.

ARTICLE IV
Term

The Term of this Agreement shall commence on the date hereof and shall expire and terminate upon the date on which the Agency has fulfilled its reimbursement obligations as defined in Section 5.03.

ARTICLE V
Redevelopment of the City Marina Upland Property

Section 5.01 Obligations of the City, the Utility District and Agency.

For the purposes of redevelopment of the City Marina Upland Property the City, the Utility District and the Agency agree as follows:

(a) The Agency, the Utility District and the City shall work cooperatively with each other to provide for financing, construction and operation and maintenance of any Public Improvements.

(b) The Agency and the City shall review and approve any and all Public Improvements designated to be constructed in the Project Area.

Section 5.02 Obligations of the City and the Utility District.

(a) The City and the Utility District shall timely fulfill, or cause to be fulfilled, all of the conditions expressed herein which are within the control of the City or the Utility District or which are the responsibility of the City or the Utility District to fulfill.

(b) The City shall on or before October 3, 2014, provide evidence to the Agency of the availability of funding in an amount not to exceed Ten Million Nine Hundred Twenty Eight Thousand Dollars (\$10,928,000) to acquire, construct and equip a portion of the Capital Projects.

(c) The Utility District shall on or before October 3, 2014, provide evidence to the Agency of the availability of funding in an amount not to exceed Nine Hundred Seventy Five Thousand Seven Hundred Sixty Dollars (\$975,760) to acquire, construct and equip a portion of the Capital Projects.

(d) The City and Utility District shall reimburse the Agency for payment of Capital Costs within 15 days of the submission of an application and certification for payment (AIA Document G-702) which has been approved by the Agency's owner representative, the architect of record and City staff (e.g., engineer) for the construction and equipping of a portion of the Capital Improvements.

(e) During each year this Agreement the obligations under this Agreement shall be in effect, the City shall cause to occur and to continue to be in effect those agreements, instruments, documents, certificates, and events contemplated by this Agreement that are applicable to, and the responsibility of, the City.

Section 5.03 Obligations of the Agency.

(a) The Agency shall timely fulfill, or cause to be fulfilled, all of the conditions expressed herein which are within the control of the Agency or which are the responsibilities of the Agency to fulfill.

(b) During each year this Agreement the obligations under this Agreement shall be in effect, the Agency shall cause to occur and to continue to be in effect those agreements, instruments, documents, certificates, and events contemplated by this Agreement that are applicable to, and the responsibility of, the Agency.

(c) The Agency agrees to allocate and finance ongoing capital and operating costs for the Capital Projects and for the payment of Debt Service for the Capital Costs in accordance with the Debt Service Allotment, and to establish reasonable regulations relating to the public use of, and access to, the Public Improvements and provide for any just allocation of operating and maintenance costs among the users of such Capital Projects as provided in the Public Improvement Bond Issue.

(d) The Agency shall remit payments to the City for the Reimbursement to the City based on a mutually to be agreed upon amortization schedule, not to exceed the life of the Public Improvement Revenue Bonds, calculated at an interest rate equal to the all-in true interest costs of the Public Improvement Revenue Bonds. Debt Service payments by the Agency shall be remitted to the City seven (7) days prior to the City's due date in accordance with the Public Improvement Revenue Bonds.

(e) The Agency shall remit payments to the Utility District for the Utility Reimbursement on February 1, 2017.

(f) The Agency shall be responsible for any and all costs of the Public Improvements in excess of the Capital Cost Allocation.

ARTICLE VI

Operation and Maintenance of Public Improvements

Section 6.01 Title to Public Improvements.

The title to the Public Improvements shall be provided to the City. However, the title to such Public Improvements shall not be subject to any lien or encumbrance.

Section 6.02 Operation and Maintenance.

The Agency shall provide for all costs of operation and maintenance of the Public Improvements, including, without limitation, security and insurance.

Article VII
Notices, Consents and Approvals

Section 7.01 Service of Notice and Other Communications.

Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto the services being rendered pursuant to this Agreement, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be effective for any purpose only if given or served by (i) registered or certified United States Mail, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

If to the AGENCY:

Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Attn: Executive Director

If to the CITY:

City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
Attn: City Manager

With a copy to:

City Attorney's Office
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

(a) Every Notice shall be effective on the date actually received, as indicated on the receipt therefore or on the date delivery thereof is refused by the recipient thereof.

(b) All references in this Agreement to the "date" of Notice shall mean the effective date, as provided in the preceding subsection (a).

Section 7.02 Consents and Approvals.

(a) All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing, and approved by the City Council, the Utility District Board and the Board of Commissioners of the Agency. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act.

ARTICLE VIII Representations; Warranties; Covenants

Section 8.01 Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate:

(a) The City is a validly, existing municipal corporation organized under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) The City is indefeasibly seized of marketable record fee simple title to the City Marina Upland Property described in **Exhibit "B"**, and is the sole owner of, and has good right, title and authority to enter a Master Lease with the Agency.

(c) This Agreement has been duly authorized by all necessary action on the part of, and has been, or will be, duly executed and delivered by the City, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the City is a party, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii)

contravenes or results in any breach of, or default under, or the City results in the creation of any lien or encumbrance upon any property of the City.

(d) This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(e) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency of the City, or against any officer of the City, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely effect the consummation of the transaction contemplated hereunder of the financial condition of the City.

Section 8.02 Covenants of the City.

The City covenants with the Agency that:

(a) The City shall timely fulfill, or cause to be fulfilled, all of the conditions expressed herein which are within the control of the City or which are the responsibilities of the City to fulfill.

Section 8.03 Representations and Warranties of the Utility District.

The Utility District represents and warrants to the Agency that each of the following statements is presently true and accurate:

(a) The Utility District is a validly, existing special district organized under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been, or will be, duly executed and delivered by the Utility District, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule,

regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Utility District is a party, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under, or the Utility District results in the creation of any lien or encumbrance upon any property of the Utility District.

(c) This Agreement constitutes a legal, valid and binding obligation of the Utility District, enforceable against the Utility District in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of the Utility District, threatened actions or proceedings before any court or administrative agency of the Utility District, or against any officer of the Utility District, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely effect the consummation of the transaction contemplated hereunder of the financial condition of the Utility District.

Section 8.04 Covenants of the Utility District.

The Utility District covenants with the Agency that:

(a) The Utility District shall timely fulfill, or cause to be fulfilled, all of the conditions expressed herein which are within the control of the Utility District or which are the responsibilities of the Utility District to fulfill.

Section 8.05 Representations and Warranties of the Agency.

The Agency represents and warrants to the City and the Utility District that each of the following statements is presently true and accurate:

(a) The Agency is a body corporate and politic under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to

perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been or will be, duly executed and delivered by the Agency, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Agency is a party, or by which it or its properties are bound, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under any agreement applicable to the Agency, or the Agency results in the creation of any lien or encumbrance upon any property of the Agency.

(c) This Agreement constitutes a legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency, or against any officer of the Agency, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder of the financial condition of the Agency.

Section 8.06 Covenants of the Agency.

The Agency covenants with the City and the Utility District that:

(a) The Agency shall timely fulfill, or cause to be fulfilled, all of the conditions expressed herein which are within the control of the Agency or which are the responsibilities of the Agency to fulfill.

(b) During each year of this Agreement the obligations under this Agreement, shall be in effect, the Agency shall cause to occur and to continue to be in effect those agreements, instruments, documents, certificates, and events contemplated by this Agreement that are applicable to, and the responsibility of, the Agency.

ARTICLE IX Miscellaneous

Section 9.01 Severability.

If any one or more of the covenants, agreements or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

Section 9.02 Controlling Law.

All covenants, stipulations, obligations and agreements of the City, Utility District and the Agency contained in this Agreement, shall be deemed to be covenants, stipulations, obligations and agreements each of the parties to the fullest extent provided by the Constitution and laws of the State of Florida. Any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceedings pertaining to this Agreement shall be Palm Beach County, Florida.

Section 9.03 Modification or Amendment.

This Agreement may only be amended by the mutual agreement of the City, the Utility District and the Agency, at any time and from time to time, provided that any amendment to this Agreement shall be subject to the terms of the documents executed with the issuance of any Revenue Bonds, including, without limitation, the Bond Resolution.

Section 9.04 Individual Members of the City, the Utility District and Agency Not Liable.

No covenants, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement or any present or future member of the governing body or agent or employee of the City, the Utility District or the Agency in its, his, her, or their individual capacity, and neither the members of the governing body of the City, the Utility District or the Agency, nor any official executing this Agreement, shall be liable personally, or shall be subject to any accountability, by reason of the execution by the City, the Utility District or the Agency of this Agreement or any act pertaining hereto.

Section 9.05 No General Obligation.

Nothing contained in this Agreement shall constitute or create a lien or be construed or deemed to constitute or create a lien, either legal or equitable, on any of the City's or the Agency's ad valorem revenues or funds. No person shall ever have the right to compel any exercise of the ad valorem taxing power of the City or the Agency to make the payments herein provided against any property of the City or the Agency, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the Agency, except as expressly herein provided. The City shall never be required to levy ad valorem taxes on any property within its respective boundaries to make any payment contemplated by this Agreement.

Section 9.06 Binding Effect.

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

Section 9.07 Time of Essence.

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to a complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 9.08 Entire Understanding.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

Section 9.09 Assignment.

No party may assign this Agreement without the prior consent of the other parties, which may be granted or withheld at such other parties sole and absolute discretion.

Section 9.10 Headings.

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 9.11 Force Majeure.

Any party delayed by a Force Majeure Event, as defined herein, in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Agreement for the period of the delay caused by such Force Majeure Event. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, failure of utility service, labor dispute or act or similar other event beyond the control of the parties.

Section 9.12 No Third Party Rights.

This Agreement is solely for the benefit of the City, the Utility District and the Agency and no third party shall be deemed to have any rights hereunder.

Section 9.13 Filing and Effective Date.

This Agreement shall become effective immediately upon the execution by the proper officers of the City, Utility District, and the Agency, and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes. The

date of such filing with the Clerk of the Circuit Court shall be the "Effective Date" of this Agreement.

Section 9.14. Indemnification.

Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the Agency shall indemnify, defend and hold harmless the City or Utility District against any actions, claims, or damages arising out of the Agency's negligence in connection with this Agreement, and the City and the Utility District shall indemnify, defend and hold harmless the Agency against any actions, claims or damages arising out of the City's or Utility District's negligence (as appropriate) in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by the parties to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. This Indemnification provision shall survive the expiration or termination of this Agreement.

Section 9.15. Default.

The parties expressly covenant and agree that in the event any of the parties defaults on its obligations under this Agreement, the party(ies) not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights under the law.

Section 9.16. Disputes.

Disputes under this Agreement may be resolved by the Executive Director on behalf of the Agency and City Manager on behalf of the City and Utility District. If the representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to the parties involved to conduct a mediation of the issues in dispute and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party involved in the mediation.

Section 9.17. Enforcement Costs.

Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.

Section 9.18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement as of the day and year first above written.

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

BY: _____

TONY T. BROWN
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

BY: _____

J. MICHAEL HAYGOOD
CRA ATTORNEY

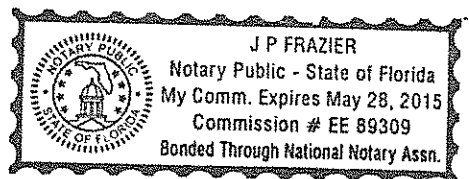
DATE: 9/2/2014

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of October, 2014, by Judy L. Davis and Tony Brown, of the Riviera Beach Community Redevelopment Agency, who are personally known to me and who did not take an oath.

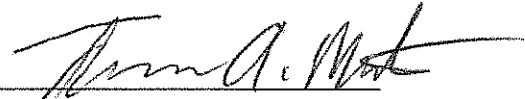
Signature of Notary Public

My Commission Expires: May 28, 2015

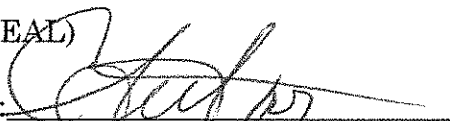


**MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT
CONTINUED**

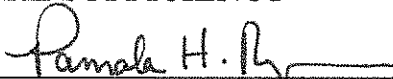
THE CITY OF RIVIERA BEACH

By: 
THOMAS A. MASTERS
MAYOR


ATTEST:

(SEAL)
By: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

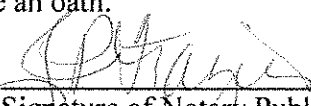
**APPROVED AS TO TERMS AND
CONDITIONS**

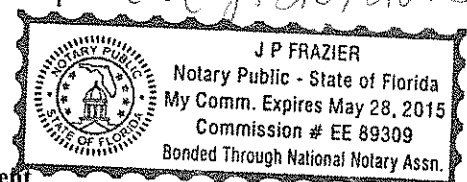
By: 
RUTH JONES
CITY MANAGER

DATE: 9/17/14

STATE OF FLORIDA
COUNTY OF PALM BEACH

October The foregoing instrument was acknowledged before me this 30th day of October, 2014, by Thomas A. Masters, Mayor of the City of Riviera Beach, Florida, who is personally known to me and who did not take an oath.


Signature of Notary Public
My commission expires: May 28, 2015



MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT
CONTINUED

THE RIVIERA BEACH UTILITY SPECIAL DISTRICT

By: _____

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

(SEAL) _____

By: _____

CARRIE E. WARD
MASTER MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

PAMALA H. RYAN, B.C.S.
DISTRICT ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____

RUTH C. JONES
CITY MANAGER

DATE: 10/1/14

STATE OF FLORIDA
COUNTY OF PALM BEACH

October The foregoing instrument was acknowledged before me this 30th day of October, 2014, by Judy Davis, Chair of the City of Riviera Beach Utility Special District, who is personally known to me and who did not take an oath.

Signature of Notary Public

My commission expires: May 28, 2015

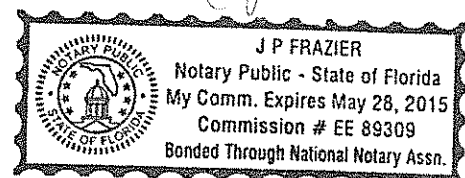


EXHIBIT A

City and Utility District Funding & CRA Reimbursement Allocations

	Utility District	Infrastructure	Bicentennial Park	Total
Cost Allocation	975,760	4,626,557	6,301,443	11,903,760
CRA Reimbursement				
Water and Sanitary Sewer	37,831			
Infrastructure		4,626,557		
Building #1			453,776	
Building #2			1,562,983	
Water Feature			753,750	
Soft Costs			694,792	
CRA Total Reimbursement to Utility District	37,831			37,831
CRA Total Reimbursement to City		4,626,557	3,465,301	8,091,858
Net Costs to the Utility District	937,929			937,929
Net Costs to the City		-	2,836,142	2,836,142
Utility District Funding Sources	975,760			975,760
City Funding Sources				
Storm water		1,653,464		1,653,464
Impact Fees			800,000	800,000
Grants			250,000	250,000
Bonds		2,973,093	5,251,443	8,224,536
Total City Sources		4,626,557	6,301,443	10,928,000
Total Sources to Project (City & Utility District)	975,760	4,626,557	6,301,443	11,903,760

**SKETCH AND LEGAL
DESCRIPTION
(NOT A SURVEY)**

EXHIBIT B

SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF INLET GROVE, AS RECORDED IN PLAT BOOK 8 AT PAGE 14 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH FILLED IN LANDS OF LAKE WORTH, ALL LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

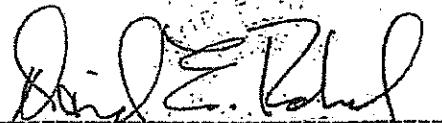
BEGINNING AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET), NORTH 06°06'26" EAST, A DISTANCE OF 441.30 FEET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN THE AFOREMENTIONED INLET GROVE; THENCE ALONG SAID WESTERLY PROLONGATION AND SAID NORTH LINE AND ALONG THE EASTERLY PROLONGATION OF SAID NORTH LINE, SOUTH 88°09'50" EAST, A DISTANCE OF 363.55 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH AS LOCATED ON NOVEMBER 18, 2008; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIFTEEN (15) COURSES: (1) SOUTH 04°12'25" EAST, A DISTANCE OF 34.36 FEET; (2) SOUTH 00°39'20" EAST, A DISTANCE OF 31.28 FEET; (3) SOUTH 00°39'51" EAST, A DISTANCE OF 24.33 FEET; (4) SOUTH 03°13'39" EAST, A DISTANCE OF 33.51 FEET; (5) SOUTH 06°26'40" EAST, A DISTANCE OF 23.02 FEET; (6) SOUTH 07°42'21" EAST, A DISTANCE OF 21.60 FEET; (7) SOUTH 11°47'31" EAST, A DISTANCE OF 27.20 FEET; (8) SOUTH 12°07'22" EAST, A DISTANCE OF 26.46 FEET; (9) SOUTH 16°10'47" EAST, A DISTANCE OF 28.88 FEET; (10) SOUTH 21°34'53" EAST, A DISTANCE OF 28.91 FEET; (11) SOUTH 25°54'26" EAST, A DISTANCE OF 25.33 FEET; (12) SOUTH 29°04'45" EAST, A DISTANCE OF 27.09 FEET; (13) SOUTH 21°16'26" EAST, A DISTANCE OF 20.63 FEET; (14) SOUTH 27°50'28" EAST, A DISTANCE OF 38.45 FEET; (15) SOUTH 02°10'14" EAST, A DISTANCE OF 68.92 FEET; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, NORTH 88°09'50" WEST, A DISTANCE OF 503.17 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 4.273 ACRES, MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND ACCOMPANIED BY SHEET 2 OF 2. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983/90 (NAD 83/90) AND REFERENCE A CALCULATED BEARING OF N01°03'56"E ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C, AS SHOWN HEREON.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.



DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

 Calvin, Giordano & Associates, Inc. PROFESSIONAL SURVEYORS 1100 S. W. 10th Ave., Suite 100 Fort Lauderdale, FL 33315 Certificate of Authorization 6781	BICENTENNIAL PARK CITY OF RIVIERA BEACH, FLORIDA		SCALE	PROJECT No.	SHEET
			NONE	13-5578	
			DATE	CAD FILE	
			4/08/14	SAC LEFT MARK	OF 2

**SKETCH AND LEGAL
DESCRIPTION
(NOT A SURVEY)**

SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF RIVIERA, AS RECORDED IN PLAT BOOK 2 AT PAGES 90 AND 91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH FILLED IN LANDS OF LAKE WORTH, ALL LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, SOUTH 88°09'50" EAST, A DISTANCE OF 10.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, SOUTH 88°09'50" EAST, A DISTANCE OF 493.04 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, SOUTH 02°10'14" EAST, A DISTANCE OF 807.58 FEET; THENCE ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NORTH 88°56'04" WEST, A DISTANCE OF 436.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°04'00" WEST, A DISTANCE OF 69.86 FEET; THENCE ALONG THE WESTERLY BOUNDARIES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 24148, PAGE 1436 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY THE FOLLOWING FOUR (4) COURSES: (1) NORTH 68°58'59" EAST, A DISTANCE OF 21.00 FEET; (2) NORTH 22°01'19" WEST, A DISTANCE OF 53.00 FEET; (3) NORTH 68°03'26" EAST, A DISTANCE OF 62.22 FEET; (4) NORTH 00°48'09" WEST, A DISTANCE OF 105.75 FEET TO THE SOUTH LINE OF BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 15, NORTH 88°56'04" WEST, A DISTANCE OF 132.26 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), NORTH 01°03'56" EAST, A DISTANCE OF 178.00 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF FLAGLER AVENUE (AKA EAST 13TH STREET), A 60-FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT OF RIVIERA, SOUTH 88°17'30" EAST, A DISTANCE OF 5.00 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID EAST RIGHT-OF-WAY LINE OF AVENUE C, SOUTH 01°03'56" WEST, A DISTANCE OF 127.92 FEET; THENCE SOUTH 89°14'29" EAST, A DISTANCE OF 212.00 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF GRAND VIEW PLACE NORTH, A 30-FOOT RIGHT-OF-WAY, NOW VACATED AND ABANDONED, AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 02°21'09" WEST, A DISTANCE OF 124.71 FEET; THENCE NORTH 02°05'22" WEST, A DISTANCE OF 60.13 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FLAGLER AVENUE (AKA EAST 13TH STREET), A 60-FOOT RIGHT-OF-WAY, NOW VACATED AND ABANDONED, AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 88°17'30" WEST, A DISTANCE OF 206.27 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), NORTH 01°03'56" EAST, A DISTANCE OF 294.08 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 14TH STREET (PLATTED AS NORTH AVENUE), AS SHOWN ON SAID PLAT OF RIVIERA, SOUTH 88°09'50" EAST A DISTANCE OF 5.00 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID EAST RIGHT-OF-WAY LINE OF AVENUE C, NORTH 01°03'56" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 8.147 ACRES, MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND ACCOMPANIED BY SHEET 2 OF 2. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983/90 (NAD 83/90) AND REFERENCE A CALCULATED BEARING OF N01°03'56"E ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C, AS SHOWN HEREON.

4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

David E. Rohal

DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

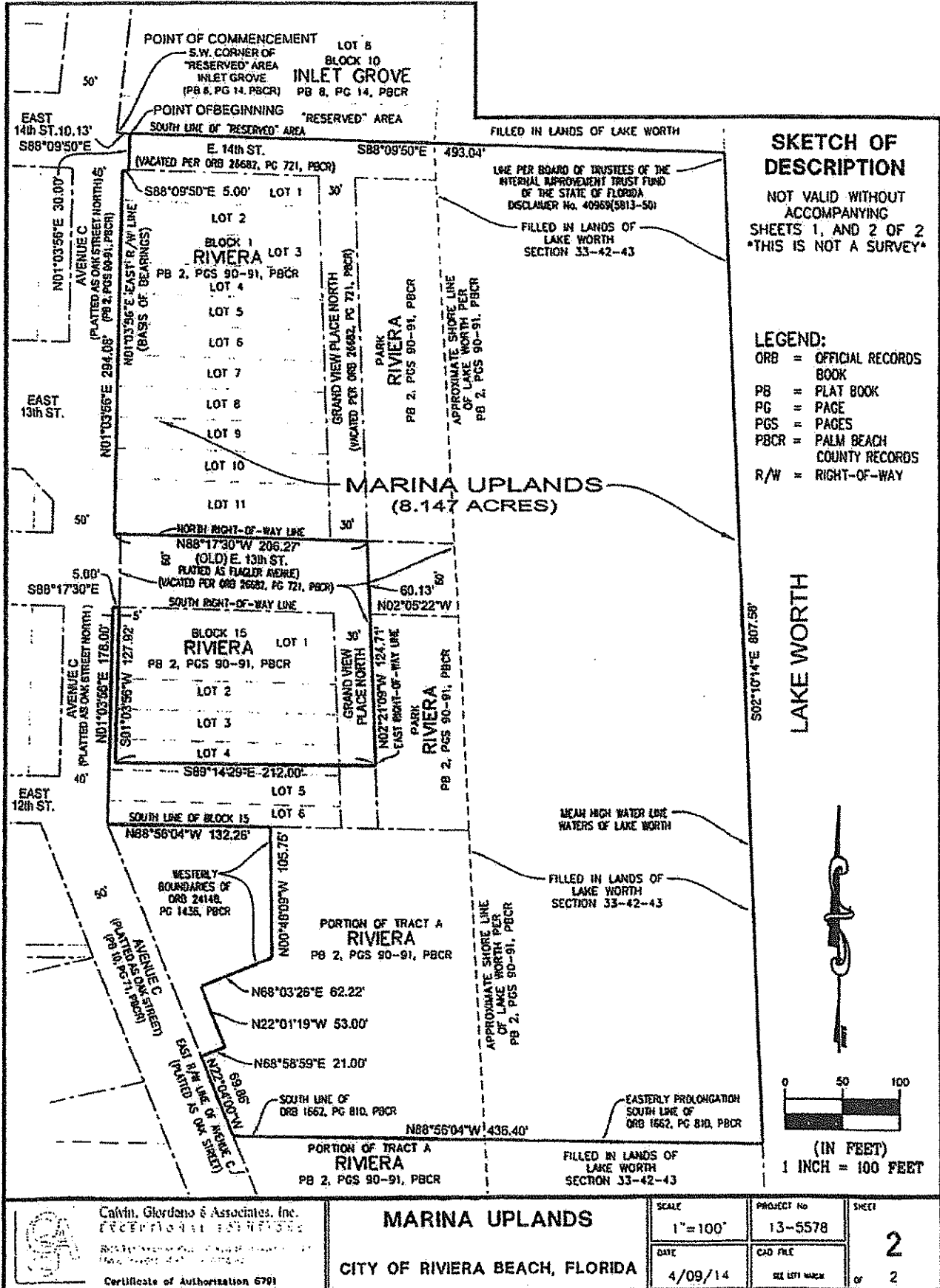


Calvin, Giordano & Associates, Inc.
ENGINEERING & SURVEYING
135578 City of Riviera Beach CRA Marine District South Improvements Survey\SKETCH\3-5578-V-SL-MARINA UPLANDS.dwg Apr 14, 2014 - 9:11am
Certificate of Authorization #701

MARINA UPLANDS
CITY OF RIVIERA BEACH, FLORIDA

SCALE	PROJECT No	SHEET
NONE	13-5578	1
DATE	CAD FILE	2
4/09/14	SEE LOT BOOK	

Z:\2013\135578 City of Riviera Beach CRA Marine District South Improvements\Survey\Sketch\13-5578-V-SL-MARINA UPLANDS.dwg Apr 14, 2014 - 9:11am



RESOLUTION NO. 2016-03

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE ADOPTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH (THE "CITY") AND THE AGENCY THAT PROVIDES FOR THE PAYMENT BY THE CITY TO THE AGENCY OF CERTAIN FUNDS FOR IMPROVEMENTS TO THE CITY OF RIVIERA BEACH MUNICIPAL MARINA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Agency entered into a Marina Uplands Ground Lease as of July 2, 2014, allowing the Agency to lease certain property defined therein at the City's Marina (hereinafter "City Marina Upland Property"); and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Redevelopment Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof; and

WHEREAS, as part of the budget process, the Agency, the Utility District and the City agreed to work cooperatively with each other to provide for financing, construction and operation and maintenance of any Public Improvements made to the City Marina Upland Property; and

WHEREAS, the CRA has requested that the City provide certain financial reimbursements due to the Agency's investment of Public Improvements at the City Marina Upland Property, which improvements will inure to the benefit of the Utility District and City; and

WHEREAS, the City has agreed to provide such financial reimbursements over a period of time; and

WHEREAS, the City finds that it is in the best interest of the City, the CRA and the citizens of Riviera Beach to make the financial rebate to the CRA for its investments in Public Improvements to aide the Agency in ongoing and future development of the Marina Upland Property ; and

WHEREAS, the City and the CRA agree to enter into this Interlocal Agreement to memorialize such agreement.

WHEREAS, the City and the CRA agree to enter into this Interlocal Agreement to memorialize such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency approves the form of the Interlocal Agreement attached hereto as Exhibit "A" and approves the execution and delivery of the Interlocal Agreement in substantially the form approved subject to such changes as may be approved by the Chairperson subject to advice of counsel, with the execution of the Interlocal Agreement by the Chairperson conclusive evidence of the approval of such changes..

SECTION 2. The resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of January 2016.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Name: Dawn Pardo
Title: Chairperson

ATTEST:

[Signature]
Executive Director

Approved as to form and legal sufficiency

[Signature]
J. Michael Haygood
Date 2/19/2016

MOTION BY: B. Guyton

SECONDED BY: C. Thomas

D. PARDO
T. DAVIS
C. THOMAS
B. GUYTON
K. MILLER-ANDERSON

AYE
AYE
AYE
AYE
AYE

General Counsel to CRA

PUBLIC IMPROVEMENT REIMBURSEMENTS
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made this 16th day of March, 2016, by and between the City of Riviera Beach, Florida, a municipal corporation existing under the laws of the state of Florida (the "City"), and the Riviera Beach Community Redevelopment Agency, a public body corporate and politic (the "CRA").

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969, " authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 163.400, Florida Statutes, authorizes any public body, for the purposes of aiding in the carrying out of community redevelopment, to contribute funds to a municipality; and

WHEREAS, the City Council of the City of Riviera Beach has adopted a community redevelopment plan pursuant to the Community Redevelopment Act (the "Plan"); and

WHEREAS, the City and CRA entered into a Marina Uplands Ground Lease as of July 2, 2014, allowing the CRA to lease certain property defined therein at the City's Marina, ("City Marina Upland Property"); and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof; and

WHEREAS, as part of the budget process, the CRA, the Utility District and the City agreed to work cooperatively with each other to provide for financing, construction and operation and maintenance of any public improvements made to the City Marina Upland Property; and

WHEREAS, the CRA has requested that the City provide certain financial reimbursements due to the CRA's investment of Public Improvements at the City Marina Upland Property, which improvements will inure to the benefit of the Utility District and City; and

WHEREAS, the City has agreed to provide such financial reimbursements over a period of time from ad valorem taxes; and

WHEREAS, the City finds that it is in the best interest of the City, the CRA and the citizens of Riviera Beach to make the financial reimbursement to the CRA for its investments in Public Improvements to aid the CRA in the development of the Marina Upland Property; and

WHEREAS, the City and the CRA agree to enter into this Interlocal Agreement to memorialize such agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

Section 1. The City hereby agrees to provide the CRA an amount equal to \$500,000 every year, the CRA's investment of Public Improvements at the City Marina Upland Property. The first payment shall be for fiscal year 2015-16, and shall be paid upon invoice but no later than April 30, 2016. The second payment shall be for fiscal year 2016-17, and shall be paid upon invoice but no later than January 1st of every year after the CRA submits an invoice for payment.

Section 2. Such moneys shall be budgeted and appropriated annually in the City's budget for the period beginning October 1st and ending September 30th (the "Fiscal Year") for the term of this Agreement.

Section 3. The CRA shall continue to pay all obligations owed to the City per the authorizing resolutions or agreements.

Section 4. This Agreement shall continue until the earlier of July 1, 2034 or the dissolution of the CRA.

Section 5. If the City determines not to budget and appropriate such funds in the City's annual budget, the City shall notify the CRA in writing not later than August 1st of its determination.

Section 6. If the CRA or the City desires to modify this Agreement, either may do so only with the written consent of the other party.

Section 7. This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement duly authorized and executed by the parties.

Section 8. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 9. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties, the remaining provisions of this Agreement or the application of this Agreement to other situations, shall continue in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ATTEST:

By: 

Claudene L. Anthony, CMC
City Clerk

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 

Dawn Pardo, Chair

Approved as to form:

By: 

J. Michael Haygood, Esq.

ATTEST:

By: 

CITY OF RIVIERA BEACH, FLORIDA

By: 

Thomas A. Masters, Mayor

Approved as to form and legal sufficiency

By: 

Pamala H. Ryan, B.C.S.
City Attorney

RESOLUTION NO. 52-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE REIMBURSEMENT OF \$500,000 FOR CERTAIN FUNDS EXPENDED BY THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR IMPROVEMENTS TO THE MARINA UPLANDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Agency entered into a Marina Uplands Ground Lease as of July 2, 2014, allowing the Agency to lease certain property defined therein at the City's Marina (hereinafter "City Marina Upland Property"); and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Redevelopment Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof; and

WHEREAS, as part of the budget process, the City, the Agency and the Utility District agreed to work cooperatively with each other to provide for financing, construction and operation and maintenance of any Public Improvements made to the City Marina Upland Property; and

WHEREAS, the CRA has requested that the City provide certain financial reimbursements due to the Agency's investment of Public Improvements at the City Marina Upland Property, which improvements will inure to the benefit of the Utility District and City; and

WHEREAS, the City has agreed to provide such financial reimbursements over a period of time from ad valorem taxes; and

WHEREAS, the City finds that it is in the best interest of the City, the CRA and the citizens of Riviera Beach to make the financial reimbursement to the CRA for its investments in public improvements to aid the Agency in ongoing and future development of the Marina Upland Property; and

WHEREAS, the City and the CRA agree to enter into the attached Interlocal Agreement to memorialize such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Public Improvements Interlocal Agreement is hereby approved, and the Mayor and City Clerk are authorized to execute the Interlocal Agreement on behalf of the City.

SECTION 2. That this resolution shall become effective upon its passage and approval by City Council.

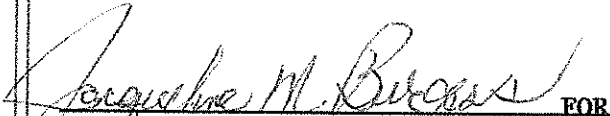
PASSED and APPROVED this 16TH day of MARCH, 2016.


APPROVED:

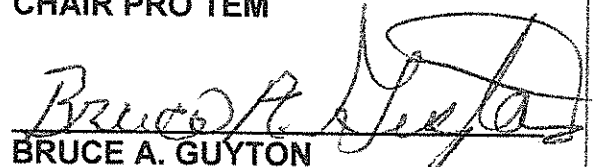

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

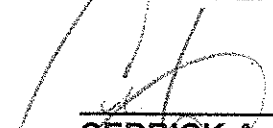
ATTEST:


FOR
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


TERENCE D. DAVIS
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

Date: 3/16/16

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: ANNUAL BUDGET FOR THE AGENCY FOR FISCAL YEAR 2017-2018

Recommendation/Motion: APPROVAL

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Resolution-FY_17-18_Budget___Workplan.pdf	RESOLUTION-FY 17-18 BUDGET & WORKPLAN	9/21/2017	Resolution
FY_2017-2018_Budget___Workplan.pdf	FY 2017-2018 BUDGET & WORKPLAN	9/21/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/21/2017 - 3:45 PM
CRA Internal Review	Evans, Scott	Approved	9/21/2017 - 3:53 PM

RESOLUTION NO. 2017-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE ANNUAL BUDGET FOR THE AGENCY FOR FISCAL YEAR 2017-18, ATTACHED HERETO AND INCORPORATED AS EXHIBIT "A"; AUTHORIZING ITS TRANSMITTAL TO THE CITY OF RIVIERA BEACH FOR CERTIFICATION IN ACCORDANCE WITH THE LAW; PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.

* * * * *

WHEREAS, the Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach, Florida; and

WHEREAS, the Agency is a dependent special district as provided by Section 189.403(2), Florida Statutes; and

WHEREAS the annual budget of the Agency (i) must be passed by a resolution; (ii) include the total amount available from taxation and other sources (iii) include amounts appropriated for specific projects in future fiscal years; (iv) must equal the total of appropriations for expenditures and reserves; and (v) be presented in accordance with generally acceptable accounting principles; and

WHEREAS, the budget must be (a) contained within the general budget of the City of Riviera Beach and be clearly stated as the budget of the dependent district; or (b) with the concurrence of the City of Riviera Beach, budgeted separately, as provided in Section 189.418 (3) and (4), Florida Statutes; and

WHEREAS, with the concurrence of the City of Riviera Beach, the budget of the Agency is budgeted separately; and

WHEREAS, the Board of Commissioners of the Agency finds the proposed budget to comply with Section 189.418, Florida Statutes; and

WHEREAS, the Board of Commissioners of the Agency desires to accept and approve the Fiscal Year (FY) 2017-18 annual budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1: The recitals and findings contained in the Preamble to the Resolution are incorporated herein as if fully set forth in this section.

SECTION 2. The Board of Commissioners hereby accepts and approves the FY 2017-18 annual budget attached as Exhibit "A", and hereby incorporated hereto.

SECTION 3: The Executive Director is hereby authorized to transmit the approved annual budget to the City of Riviera Beach for the actions necessary by the City of Riviera Beach including certification in accordance with the law.

SECTION 4: This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this ____ day of September 2017.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____

Name: KASHAMBA MILLER-ANDERSON

Title: Chairperson

Executive Director

Approved as to form and legal sufficiency



MOTION BY: _____

J. Michael Haygood, General Counsel to CRA

Date 9/18/2017

SECONDED BY: _____

D. PARDO	_____
T. DAVIS	_____
T. DAVIS JOHNSON	_____
L. HUBBARD	_____
K. MILLER-ANDERSON	_____



RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY 2017-2018 BUDGET AND WORK PLAN



Florida's Dynamic
Waterfront Community

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RIVIERA BEACH CRA BOARD OF COMMISSIONERS



CHAIR

- KaShamba Miller-Anderson
- kmiller@rivierabch.com



VICE CHAIR

- Tonya Davis Johnson
- tdjohnson@rivierabch.com



COMMISSIONER

- Dawn Pardo
- dpardo@rivierabch.com



COMMISSIONER

- Lynne Hubbard
- lhubbard@rivierabch.com



COMMISSIONER

- Terence "TD" Davis
- tdavis@rivierabch.com

RIVIERA BEACH CRA

2017-2018 BUDGET & WORKPLAN

August 22, 2017

Dear Chairperson Miller-Anderson and Board of Commissioners:

I am pleased to submit the Riviera Beach Community Redevelopment Agency's budget proposal for the Fiscal Year October 1, 2017 to September 30, 2018. This proposal for FY 2018 is a balanced budget that combined with our Agency's Workplan, provides an excellent summary of the redevelopment projects, programs, and investments proposed for the coming year. All revenues and expenditures were carefully evaluated to identify possible revenue enhancements or cost reductions to produce a balance budget.

The Agency will introduce an increased focus on our Housing and Neighborhood Stabilization efforts in the coming year and continue to forge partnerships with Palm Beach County, the City of Riviera Beach, and other non-profit organizations to leverage Agency's funds to have a greater impact on our community. In accordance with Board direction, the coming year will include implementing the Marina Village Phase II Development Opportunity, which will seek to attract new private development that will provide a destination for local residents and visitors alike; continuing our existing economic development programs; and completing some needed enhancements to Marina Village. Mindful of Commission and City priorities, we are keeping local opportunity and participation at the forefront of our planning.

Highlights of the budget include:

- An increase in TIF funding of 10% due to increased property values – a positive sign of CRA success, and a healthy economy.
- A reduction in costs related to the Administration & Operating Budget equaling a savings of more than 14% from last year's budget.
- Implementing the proposed first step in streamlining the multiple agreements and coordination between the City of Riviera Beach and the Agency. A new Interlocal Agreement, a companion to the City and CRA Fiscal Budgets, will need to be approved in September.
- Continuing and expanding our Workforce and Affordable housing programs that enhance the quality of life of the members of the community, increase our residential property values, and provide our residents with improved neighborhoods and housing opportunities.
- The proposed staffing resources and positions remain unchanged from last year as we focus on achieving increased productivity and cost savings through enhanced coordination by obtaining direct services for our redevelopment efforts from the City's Finance, Procurement, and Human Resources Departments.

RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

The exciting challenges ahead for the CRA in FY 2018 include growing our partnership with Palm Beach County to participate in their new housing initiatives towards leveraging our expanding neighborhood stabilization and affordable housing programs. The Agency will embark upon selecting a new Marina Village developer and negotiating and implementing the Phase II private development opportunities within the Marina Village. The budget includes providing immediate surface parking within the Marina and working with the City to develop the Parking Enterprise and a needed Marina Public Parking Garage. The Agency will seek to encourage real estate development, build upon our existing industries, and attract the related new jobs and business opportunities within the CRA district. The Budget & Workplan is enhanced this year to provide various implementation schedules to provide the Commission with more information and tools to track the Agency's progress.

The CRA will support and assist the City's efforts to create a new Vision for our Broadway Corridor and to implement those outcomes into a comprehensive update to the City's Comprehensive Plan, Land Development Regulations, and the Community Redevelopment Plan.

Developing the budget is an extensive process which requires cooperation and involvement of many CRA team members. Our team carefully and creatively examined their operations and Board direction to develop new initiatives and enhance our existing ones.

I would like to express my gratitude to the new City Manager, Jonathan Evans, and his staff who have been gracious partners with the CRA in our joint efforts to work together to make Riviera Beach all that it can be: "The Best Place To Live, Work And Play." I wish to thank the CRA Board of Commissioners for continuing commitment to share your priorities and ideas to direct the Agency in our diligent efforts to make a difference in our community. We are One City!

Sincerely,

Scott Evans, AICP
Interim Executive Director

BUDGET MODIFICATIONS FOR FISCAL YEAR 2017/2018

Explanation of differences:

The following table outlines the significant differences in the adopted budget between the FY 2016/2017 Budget and the proposed FY 2017/2018 budget.

1.	Increase to Housing & Neighborhood Programs	\$1,155,00	The CRA will work to leverage the increased housing funding working with P.B. County, local financial institutions and the CDC to make a significant impact within our Neighborhoods.
2.	Reduction of Administration & Operations Budget	-\$199,421	Cost savings achieved by carefully reviewing each line item and implementing multiple small reductions. (14%)
3.	Increase: Payment for City Direct Services	\$76,000	Increase the amount of Direct Services purchased from the City of Riviera Beach
4.	Increase: Clean & Safe Step Program	\$24,000	New evaluation and wage enhancement program to improve employee retention and pay scale for employees who remain with the Agency
5.	Increase: Elimination of City Program Sponsorship	\$1,300,000	As a part of the revisions to the various Interlocal agreements between the City and CRA this eliminates program support that was provided previously. This impact is offset by an increase of the CRA TIF Revenue.
6.	Increase: Property Acquisition Dollars	\$600,000	These dollars are programmed within the Neighborhood Stabilization and Housing budget and will be leveraged through partnerships with PBC and other Non-Profits including the CDC.
7.	The above increases were offset by additional TIF revenue of \$757,991 a reduction of new spending on Capital Projects, and Grant Programs which will continue utilizing funds allocated in the previous year (Carry-over.)		

The CRA Budget was developed based on the planned reduction of the various Interlocal Agreements between the City and CRA. A single new Interlocal Agreement is planned to replace the following agreements: Marina Uplands Ground Lease, Bicentennial Park Lease Fee, Debt Service for Marina Infrastructure, Marina Public Infrastructure Rebate, Program Sponsorship, old City Services Agreement.

The CRA will continue to fund the Maintenance of Marina Village, and will issue the RFP for the Phase II development of Marina Village. The review, selection, and negotiation process will be a combined effort with final approval required by the City Council. The CRA will negotiate with the City for them to assume the maintenance responsibilities for Marina Village in the coming year and proposes to re-assign any cost savings to immediately begin repaying the Ocean Mall debt in a new modified payment structure.

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

RIVIERA BEACH CRA BUDGET 2017/2018

REVENUE		\$	11,958,395
Tax Incremental Revenue			
	Palm Beach County	\$	3,058,387
	City of Riviera Beach	\$	5,406,145
Other Revenue			
	Grants, Interest, Other Revenue	\$	94,000
	Carry-over	\$	3,399,863
EXPENDITURES		\$	11,958,395
Redevelopment Projects & Programs		\$	1,275,000
	Economic Development	\$	540,000
	Avenue E Corridor Revitalization Plan	\$	75,000
	CRA Plan Update	\$	85,000
	Broadway Vision Plan - Partnership Comp Plan	\$	25,000
	Marina Village Phase II	\$	150,000
	Small Business Loan Fund	\$	400,000
Housing & Neighborhood Stabilization		\$	2,135,000
	CRA Neighborhood Programs	\$	1,155,000
	Property Acquisition & Due Diligence	\$	650,000
	Community Boating	\$	30,000
	CDC Support	\$	300,000
Clean & Safe Program		\$	495,300
Operations/Administration		\$	2,392,891
	Administration	\$	1,289,077
	Staff / Management	\$	656,976
	Taxes and Benefits	\$	241,838
	Dedicated City Services	\$	180,000
	City Marketing & Promotion Partnership Support	\$	25,000
Debt Service		\$	3,203,854
	Wachovia Note	\$	610,189
	Ocean Mall	\$	-
	BBT 2011	\$	1,330,014
	BBT 2013A	\$	363,076
	BBT2013B	\$	900,575
Continuing: 2017 Redevelopment Programs (Carry-over)		\$	900,000
ENTERPRISE OPERATIONS SUBSIDY (MARINA VILLAGE)		\$	1,556,350
CAPITAL PROJECTS		\$	3,269,537

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

ESTIMATED RBCRA REVENUE FOR FY 2017-18 FROM TIF PAYMENTS

	PB COUNTY	CITY OF RIVIERA BEACH
TAXABLE VALUE PER JUNE 29, 2017 LETTER	\$806,061,279	\$806,061,279
BASE	\$132,767,499	\$132,767,499
TAX INCREMENT NET	\$673,293,780	\$673,293,780
MILLAGE RATE	0.0047815	0.008452
INCREMENTAL REVENUE	\$3,219,354	\$5,690,679
STATUTORY REDUCTION % FACTOR	5%	5%
REDUCTION FACTOR	\$160,968	\$284,534
NET TIF REVENUE TO RBCRA	<u>\$3,058,387</u>	<u>\$5,406,145</u>



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Governmental Center - Fifth Floor
301 North Olive Avenue
West Palm Beach, FL 33401
tel 561.355.3230
fax 561.355.3963
pbcgov.org/papa

Administration
C. Dino Maniotis, CFE
Tax Roll Coordinator
301 North Olive Avenue, 5th Flr
West Palm Beach, FL 33401
tel 561.355.2681
fax 561.355.3963
dmanioti@pbcgov.org

June 29, 2017

Mr. Scott Evans, Interim CRA Director
Riviera Beach CRA
2001 Broadway # 300
Riviera Beach, FL 33404

Re: 2017 Preliminary Tax Roll

Dear Mr. Brown:

Below are your certified 2017 Preliminary Tax Roll values for Riviera Beach CRA.
Your taxable value may differ from that of the county's because of value adjustments made for the county-wide senior, historic, or economic exemptions which do not apply to your CRA district.

Total Taxable Value: \$ 806,061,279
Net New Construction: \$ 1,016,343
Current Year Tax Increment: \$ 673,293,780

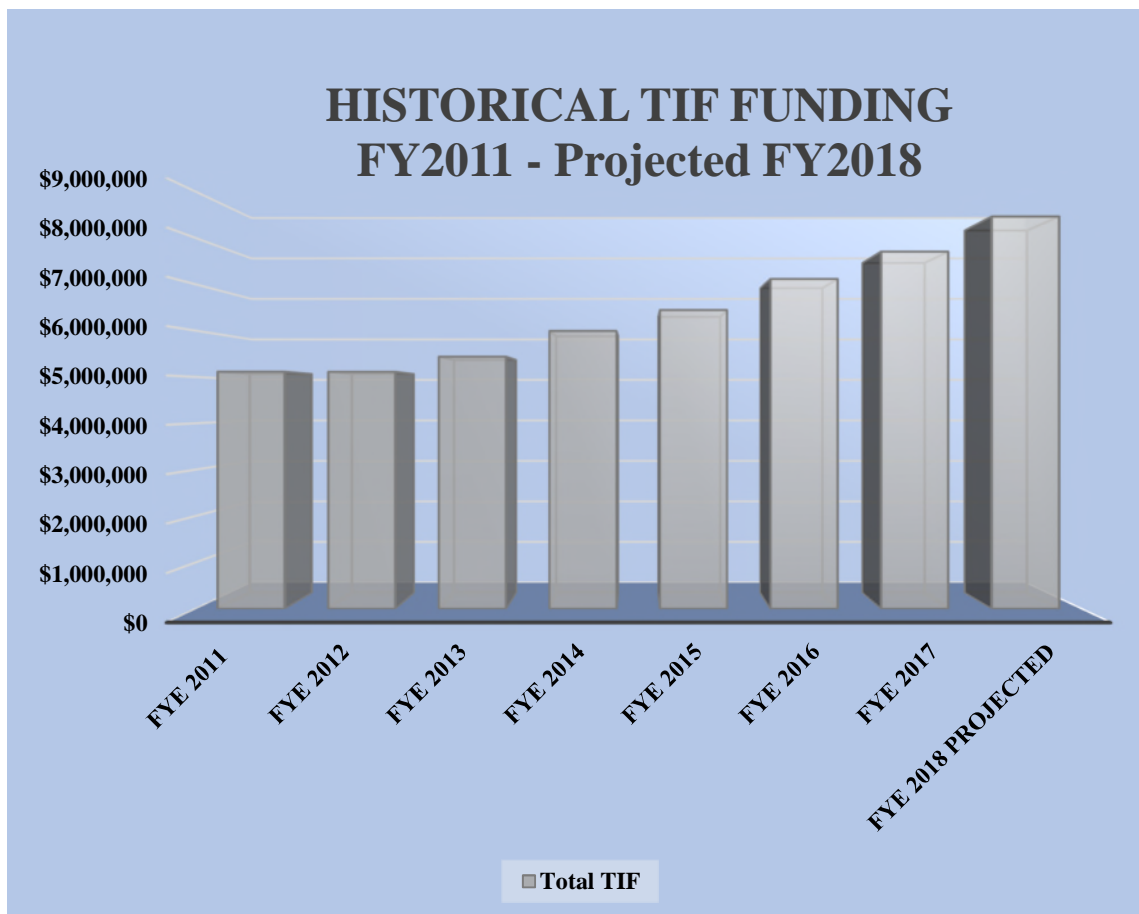
If you have any questions or concerns, please call.

Sincerely yours,

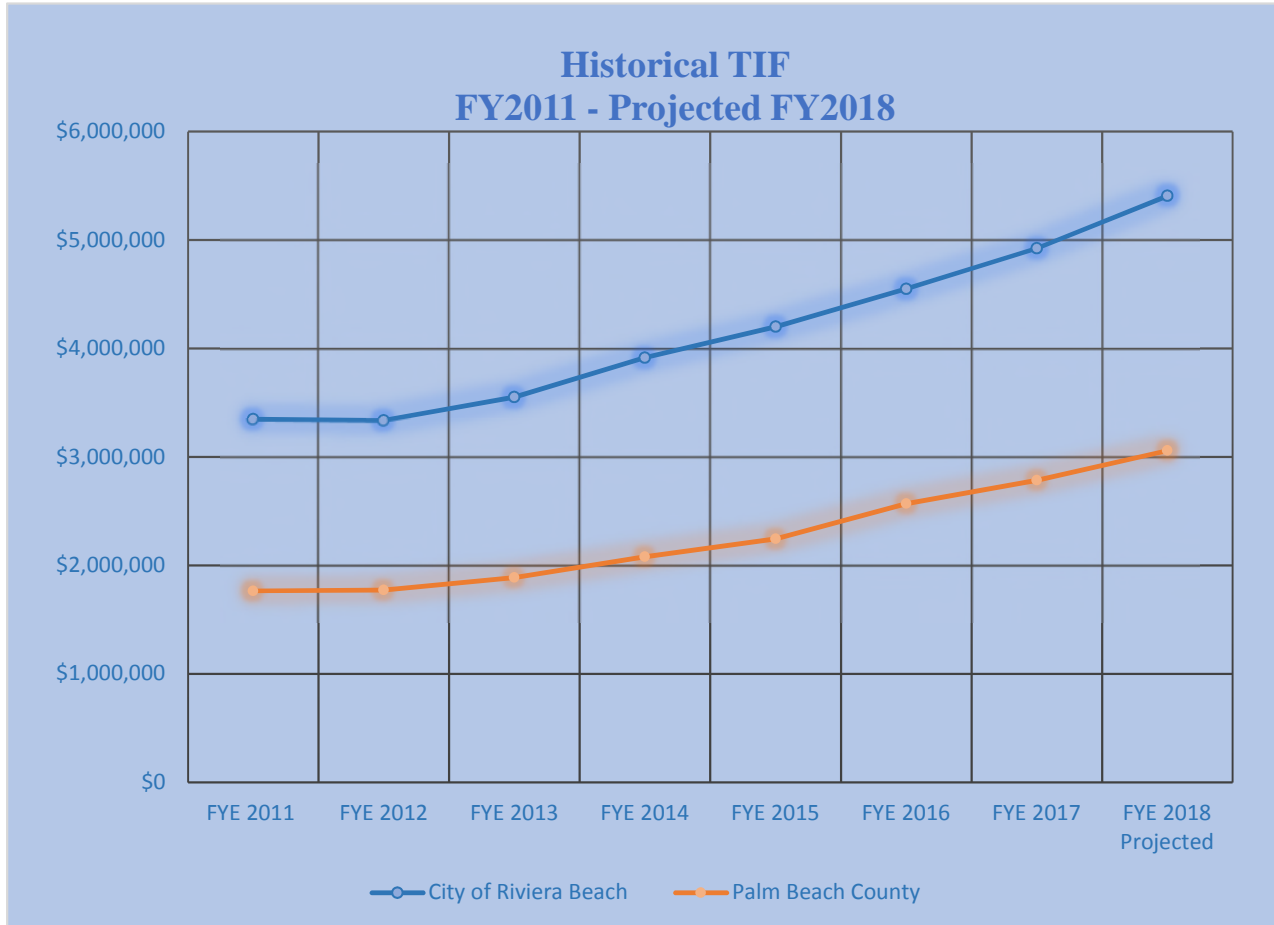
Constantine Dino Maniotis, CFE
Tax Roll Coordinator

HISTORY OF RBCRA TIF FUNDING

	City of Riviera Beach	Palm Beach County	Total TIF
FYE 2011	\$3,347,631	\$1,765,572	\$5,113,203
FYE 2012	3,337,390	1,773,476	5,110,866
FYE 2013	3,551,769	1,886,732	5,438,501
FYE 2014	3,913,330	2,079,528	5,992,858
FYE 2015	4,202,205	2,243,742	6,445,947
FYE 2016	4,549,159	2,568,488	7,117,647
FYE 2017	4,922,353	2,784,188	7,706,541
FYE 2018 Projected	\$5,406,145	\$3,058,387	\$8,464,532



HISTORY OF RBCRA TIF FUNDING



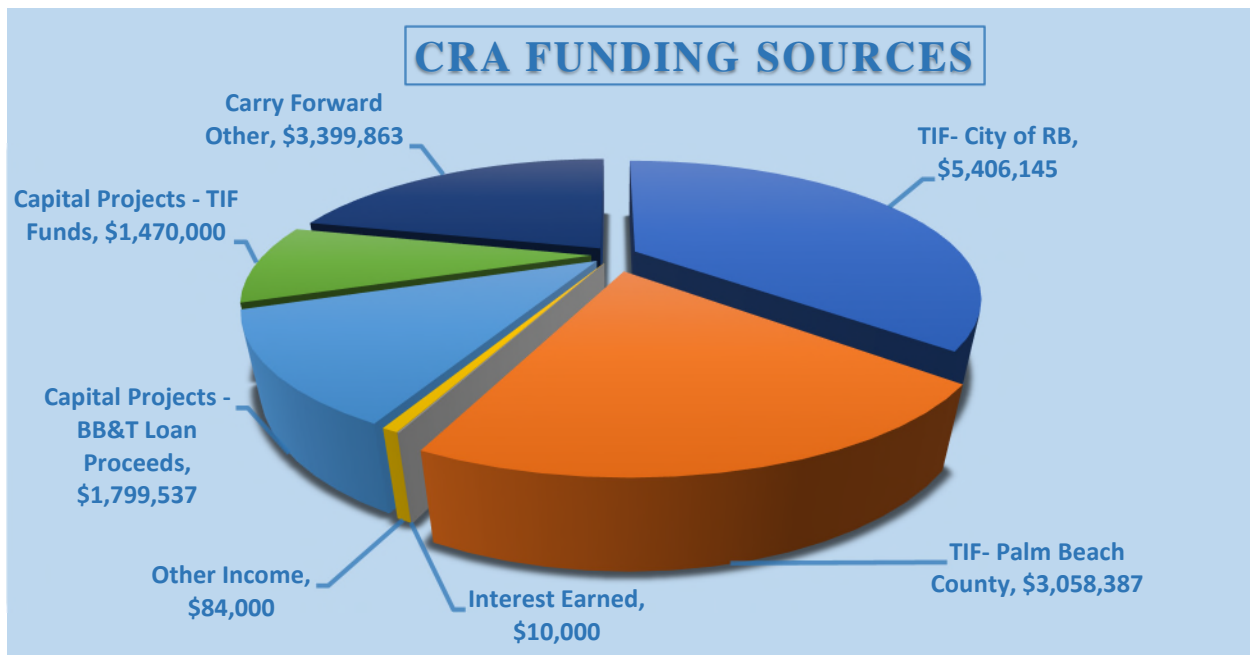
The trend in CRA TIF revenue has moved steadily upward for the last 8 years. This has been a result of increased property values within the CRA District. Total property values include new construction minus demolition plus changes in values of existing properties. These value changes are due to the work of the CRA as well as natural changes in property value. The CRA receives the County and City Millage rate for only 95% of the increased values of property after the base period, i.e., when the property became a part of the CRA District. The other 5% of the change in the property value is added to the City and County Base Real Estate Value for Property Tax purposes.

It is anticipated that the trend will continue and that property values, and thus TIF Revenue, will increase as the current CRA initiatives accomplish their goal of increasing property values in the CRA District. Residential and Commercial Property improvements will continue to increase property values in the area surrounding those improvements. The new Singer Island parking as well as ongoing safety initiatives will increase values in the CRA District located on Singer Island. The Marina District revitalization will spur increased values all along the Broadway Corridor and will have a direct impact for the property near the Marina.

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

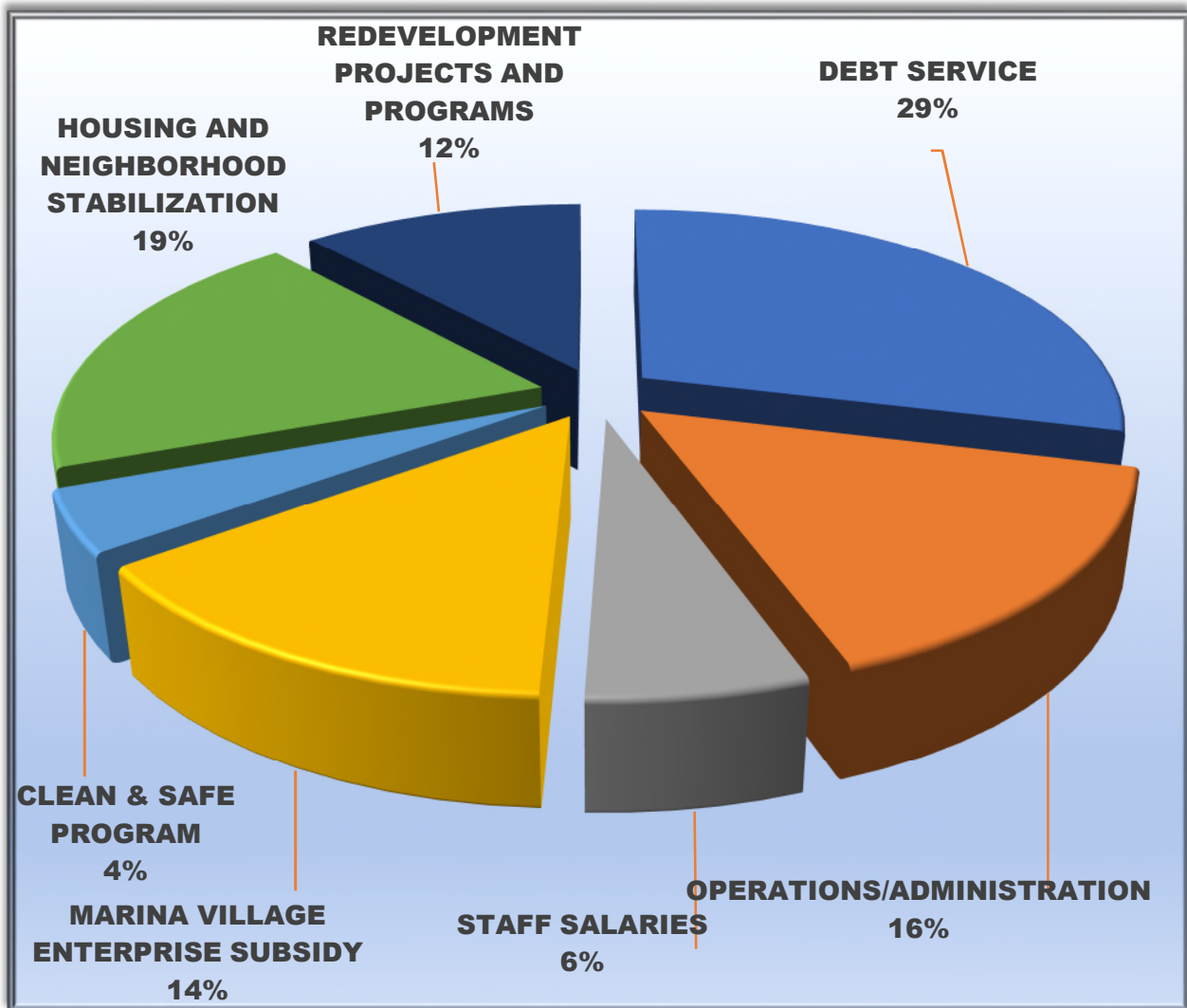
**TOTAL RBCRA FUNDING SOURCES
OPERATING & CAPITAL FYE 2018**

<i>Proposed BUDGET FY 2017-2018</i>	
REVENUE	
TAX INCREMENTAL REVENUES	
TIF- City of RB	\$5,406,145
TIF- Palm Beach County	\$3,058,387
SUBTOTAL TAX INCREMENTAL REVENUES	<u>\$8,464,532</u>
OTHER REVENUES	
Interest Earned	\$10,000
Other Income	\$84,000
SUBTOTAL OTHER REVENUE	<u>\$94,000</u>
OTHER SOURCES OF FUNDING	
Unfinished Capital Projects Using BB&T Loan Proceeds	\$1,799,537
Unfinished Capital Projects Using TIF Funds	\$1,470,000
Carry Forward Other	\$3,399,863
SUBTOTAL OTHER SOURCES	<u>\$6,669,400</u>
TOTAL FUNDING SOURCES OPERATING & CAPITAL	<u>\$15,227,932</u>



RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

FY 2018 EXPENDITURE CATEGORIES



BUDGET EXPENDITURE CATEGORIES:

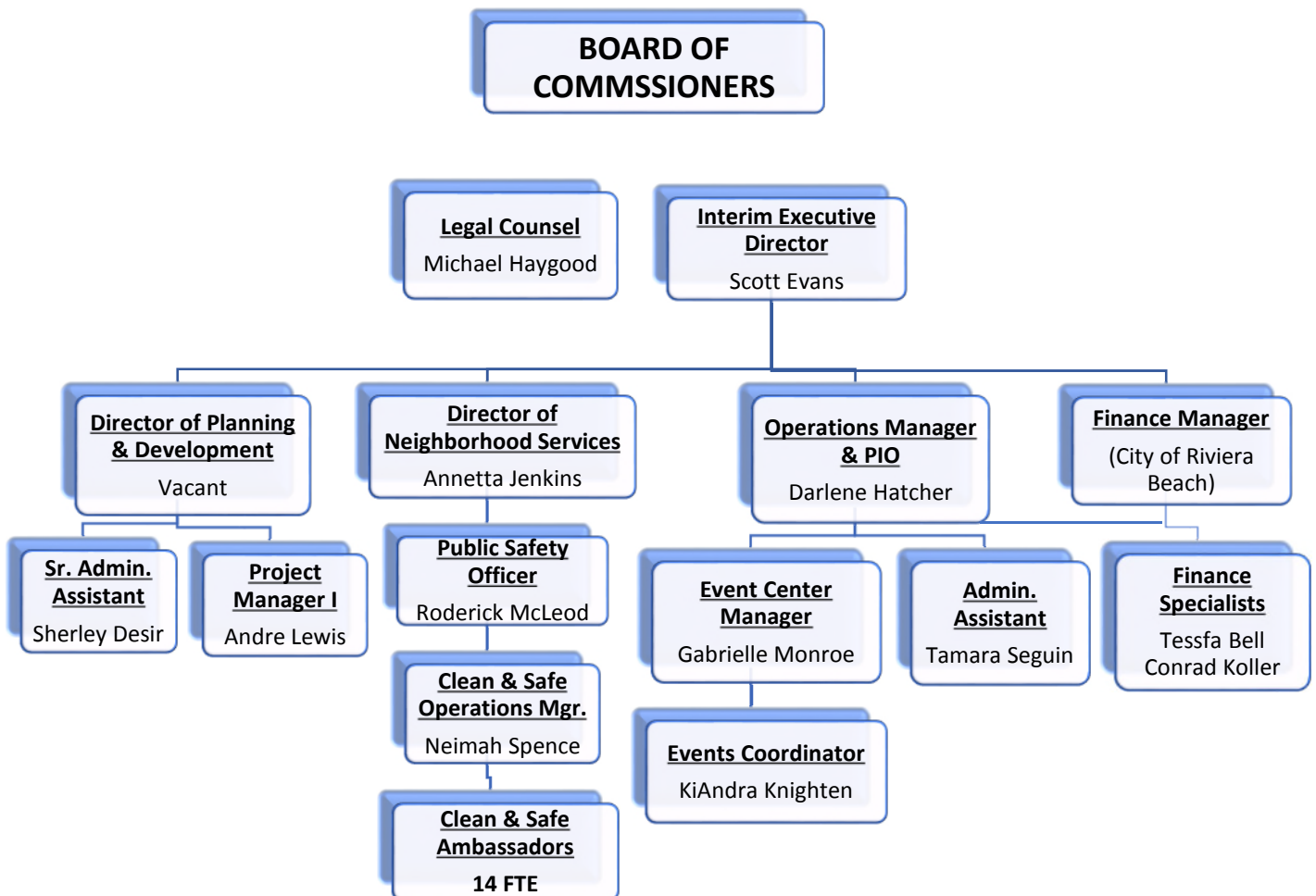
Debt Service	\$3,203,854	29%
Operations/Administration (Including Taxes, Benefits, City Services and Marketing/Promotion)	1,735,915	16%
Staff Salaries (Administration)	656,976	6%
Marina Village Enterprise Subsidy	1,556,350	14%
Clean & Safe Program	495,300	4%
Housing and Neighborhood Stabilization	2,135,000	19%
Redevelopment Projects and Programs	1,275,000	12%
Subtotal	11,058,395	100%
2017 Program Carryover	\$900,000	
Total	\$11,958,395	

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

FY 2017-18 CRA OPERATIONS/ADMINISTRATION BUDGET

CATEGORY	BUDGET FY2017	PROPOSED FY2018
OFFICE LEASE	\$112,265	\$112,265
OFFICE REPAIRS & MISC. EXPENSES	10,000	5,000
CABLE & MOBILE COMMUNICATIONS	25,000	20,000
PRINTING, POSTAGE AND DELIVERY	30,000	20,000
EQUIPMENT LEASES	25,000	30,000
OTHER EQUIPMENT COSTS	10,000	5,000
OFFICE EXPENSES	24,500	25,000
LIABILITY & PROPERTY INSURANCE	25,000	22,832
LEGAL ADS	7,000	15,000
PROFESSIONAL SERVICES		
PROF. SERVICES - LEGAL	155,000	145,000
PROF. SERVICES - FINANCE	55,000	20,000
PROF. SERVICES - AUDITS	30,000	20,000
PROF. SERVICES - GRANT SUPPORT	60,000	60,000
PROF. SERVICES -TRANSCRIPTION	15,000	15,000
PROF. SERVICES - IT MAINTENANCE	25,000	25,000
OTHER PROFESSIONAL FEES	10,000	25,000
TEMPORARY STAFF	28,000	25,000
PROPERTY & PARK MAINTENANCE	95,000	95,000
PROPERTY & PARKS UTILITIES, TAXES, etc.	45,000	50,000
BUSINESS DEVELOPMENT & MEETINGS	20,000	10,000
SUBSCRIPTIONS, MEMBERSHIPS & SPONSORSHIPS	25,000	15,000
MARKETING	120,000	100,000
SPECIAL EVENTS	150,000	150,000
TRAVEL & PER DIEM BOARD	50,000	50,000
TRAVEL & PER DIEM DIRECTOR	15,000	12,500
TRAVEL & PER DIEM STAFF	12,500	12,500
PROPERTY DEVELOPMENT PROF. SERVICES	165,000	95,000
PARKING LOT LEASE S.I.	28,980	28,980
OFFICE CAPITAL EXPENDITURES	18,000	10,000
TRAINING	47,253	40,000
CONTINGENCY	50,000	30,000
TOTAL CRA OPERATIONS/ADMINISTRATION	<u>\$1,488,498</u>	<u>\$1,289,077</u>

FY 2018 ORGANIZATIONAL CHART



**PERSONNEL SUMMARY BY DIVISION
(FULL TIME EQUIVALENT)**

DEPARTMENTS	FY2017	FY2018	VARIANCE FY2017 v. FY2018
ADMINISTRATION & OPERATIONS			
Executive Director	1	1	0
Administrative Director (Operations Manager)	1	1	0
Accounting Specialist	1	1	0
Accounting Specialist	1	1	0
Receptionist/Admin Assistant	1	1	0
Director of Planning & Development (Vacant)	1	1	0
Director of Neighborhood Services	1	1	0
Administrative Assistant	1	1	0
Project Manager	1	1	0
CLEAN & SAFE OPERATIONS			
Manager of CSI & PSO	1	1	0
Operations Manager	1	1	0
Ambassadors	7	6	-1
MARINA VILLAGE ENTERPRISE			
MARINA VILLAGE UPLANDS			
Ambassadors	2	2.5	0.5
MARINA EVENT CENTER			
Event Center Manager	1	1	0
Event Center Coordinator (Concierge)	1	1	0
Ambassadors	3.5	4	0.5
BICENTENNIAL PARK			
Ambassadors	1	1	0
TOTAL VARIANCE	26.5	26.5	0

** The budget includes a 3% cost of living adjustment for all agency staff. **

MARINA VILLAGE ENTERPRISE

The CRA's Marina Village Enterprise project consists of over 15 acres of City and CRA controlled property on the Intracoastal Waterway. The redevelopment of this area has been a major CRA priority over the last several years. The CRA has invested millions of dollars in upgrading the property and in improving infrastructure such as utilities and flood control in order to prepare the property for further development.

This effort has resulted in the Marina Village having four distinct sections:

- Bicentennial Park
- The Marina Event Center
- Marina Uplands
- Marina Docks

Bicentennial Park is a 3.5-acre public park area that has an Interactive Splash Fountain water feature, a pavilion, bathrooms and kiosks for watersport vendors. The pavilion is ideal for hosting festivals and concerts. The park can accommodate a variety of both formal and informal outdoor events. The private companies who rent the kiosks provide rentals of kayaks, paddleboards, jet-skis, boats and more.



The Marina Event Center is a two story state of the art conference center with 6,500 square feet of indoor ballrooms and meeting rooms as well as a 6,000-square foot rooftop outdoor area. Gatherings for up to 300 people are possible. Uses of the facility have included weddings, corporate meetings, family reunions, community group events, and public gatherings. The facility has a warming kitchen that provides equipment for catered events. There is also a Café that is open to the public. The Marina Event Center is booked for almost every week-end. The rental fee for the facility is deeply discounted for Riviera Beach residents. The building was built using the New Markets Tax Credit Program allowing over \$2,000,000 in non-local additional sources to be made available for construction.



RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN



The Marina Uplands area of Marina Village includes several surface parking areas and the Marina Operations building, which is used by the City to oversee the Docks area. The Marina Uplands is the subject of the new RFP that will seek private firms to develop this area. Possible future development includes a hotel, a parking garage, a public market, and several restaurants. The Marina Uplands serves as the gateway to the Docks and accommodates the parking of Dock users.

The Docks area of Marina Village is operated by the City and provides spaces for boats to dock. In addition, fishing boats, diving charters, dining cruises, tourist attractions, and a water taxi to Peanut Island operate from the docks.

The CRA's Marina Village Enterprise is responsible for the operation of Bicentennial Park, The Marina Event Center, and Marina Uplands. Each area has its own budget that includes the direct costs of operating that area as well as the indirect costs, i.e., an allocation of the Common Area Maintenance costs. Staff salaries, including related taxes and benefits, are allocated to the area where the work is performed. The Phase II development opportunity will provide the City and CRA with new lease revenues and property taxes towards creating a profit center at Marina Village.

FYE 2018 MARINA VILLAGE ENTERPRISE SUMMARY

	Revenue	Expenses	Net Income (Loss)
Event Center	\$232,000	\$977,200	(\$745,200)
Marina Village Uplands	\$156,005	\$479,500	(\$323,495)
Bicentennial Park	\$35,000	\$467,655	(\$432,655)
Contingency	\$0	\$55,000	(\$55,000)
Total	<u>\$423,005</u>	<u>\$1,979,355</u>	<u>(\$1,556,350)</u>

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

FYE 2018 EVENT CENTER BUDGET

REVENUE		
Facility Rentals (net)		\$150,000
Tenant Lease Revenue		31,000
Other Revenue		<u>51,000</u>
	TOTAL REVENUE	<u><u>\$232,000</u></u>
EXPENSES		
Personnel - Management		\$120,000
Personnel - Operations		214,000
Insurance (Liability and Property)		104,000
Building Services and Maintenance		70,000
Communications		9,000
IT Services		22,000
Security - CCTV/Comcast		4,000
Utilities		14,000
Cleaning Supplies and Equipment		13,000
Capital Equipment, Building Improvements, and Repairs		15,000
Marketing, Advertising, and Promotion		15,000
Office Supplies		5,000
Equipment Leases		21,000
Payroll Management System		500
Uniforms and Equipment		2,000
Training and Professional Development		3,500
Software		3,000
Common Area Maintenance (CAM)-UPLANDS		<u>27,200</u>
	SUBTOTAL OPERATING EXPENSES	\$662,200
	NET OPERATING INCOME (LOSS)	<u><u>\$(430,200)</u></u>
CRA RENT FOR EVENT CENTER	(NMTC DEBT PAYMENT)	315,000
	TOTAL EXPENSES	<u><u>977,200</u></u>
	TOTAL NET INCOME (LOSS)	<u><u>\$(745,200)</u></u>

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

FYE 2018 MARINA VILLAGE UPLANDS BUDGET

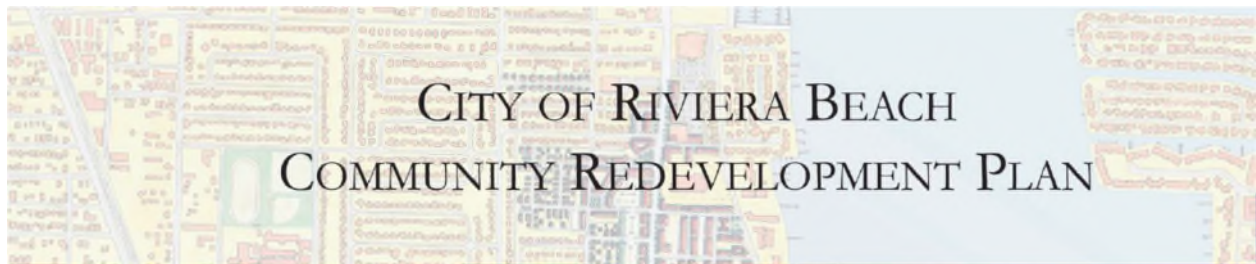
REVENUE	
Kiosk Rentals	\$6,000
CAM Revenue	150,005
TOTAL REVENUE	<u>\$156,005</u>
EXPENSES	
Personnel	\$139,000
Parking - Yachtsman Lease Payments	131,000
Site Maintenance	79,000
Communications	1,700
Insurance (Liability and Property)	25,000
Utilities	86,000
Cleaning Supplies and Equipment	6,000
Capital Equipment and Replacement	5,000
Security - CCTV/Comcast	4,000
Payroll Management System	400
Uniforms and Equipment	1,200
Marketing, Advertising, and Promotion	1,200
TOTAL EXPENSES	<u>\$479,500</u>
NET INCOME (LOSS)	<u><u>\$(323,495)</u></u>

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

FYE 2018 BICENTENNIAL PARK BUDGET

REVENUE	
Pavilion/Park Rental	\$8,000
Beach Kiosk Rentals	<u>27,000</u>
Total Revenue	<u><u>\$35,000</u></u>
EXPENSES	
Personnel	\$69,000
Site Maintenance	77,000
Insurance (Liability and Property)	25,000
Communications	1,700
Utilities	142,000
Cleaning Supplies and Equipment	12,000
Security - CCTV/Comcast	4,000
Capital Equipment and Replacement	10,000
Payroll Management System	400
Uniforms and Equipment	1,200
Marketing, Advertising, and Promotion	1,200
Beach Kiosk Management Fee	1,350
Common Area Maintenance (CAM)	122,805
	<u>\$467,655</u>
Net Income (Loss)	<u><u>\$(432,655)</u></u>

REDEVELOPMENT PROJECTS & PROGRAMS



ECONOMIC DEVELOPMENT PROGRAMS

Overview

Having a vibrant economic framework is critical to successful revitalization of our City. We know that reinforcing and expanding local, existing small businesses will insure that our residents participate in the growth that is to come but also serve to stabilize our neighborhoods. Our economic development programs will be focused on these business owners operating within the City of Riviera Beach, with emphasis on the Riviera Beach Community Redevelopment Area. We will also propose to have programming for young entrepreneurs and emerging business owners and operators. These programs will provide a critical component that is lacking for potential customers in terms of strengthened business capacity; assist business operators in becoming bankable: shore up lagging area demographics as increased business acumen with raise incomes, creates jobs, stabilize neighborhoods and improve economic revitalization in this challenged market.

Strategic Partnerships

There are several very fine programs operating in our county. We propose to partner with several of these in order to bring to our City very effective programs with a proven track record:

The Comerica Bank Small Business Resource Center will indirectly serve residents in and around the City of Riviera Beach, by providing the resources necessary for business expansion and economic growth, creating new job opportunities. Comerica Bank has given grant funds to our nonprofit partner, Riviera Beach CDC, to create the Comerica Bank Small Business Resource Center to provide business development training for both new and emerging small businesses located in Riviera Beach. In partnership with Paragon Florida, Inc., a certified CDFI dedicated to providing comprehensive financial services, training and asset development for businesses in Palm Beach County, the Center will provide a curriculum-guided slate of resources based upon Paragon's established and proven Business Readiness Certification Program. The program will also include a financial literacy/readiness component in conjunction with Consolidated Credit Solutions, a nonprofit financial services organization based in Ft. Lauderdale.

Junior Achievement: Junior Achievement of the Palm Beaches & Treasure Coast, Inc., has as its mission: To prepare and inspire young people to succeed in a global economy through classroom programs and simulations that focus on work readiness, entrepreneurship, and financial literacy. For over 90 years, Junior Achievement has provided quality financial education to millions of children around the world. Right here in Palm Beach, Martin, St. Lucie, Indian River & Hendry counties, Junior Achievement reaches nearly 20,000 students each year. Their programs teach students the key concepts of financial literacy, work readiness, and entrepreneurship; crucial life skills for today's economy. JA educates the next generation on how to create a budget, stay out of debt, and save for the future. Their work readiness programs teach the next generation how to enter the job market, interview for a job, and most importantly, the skills that are needed to retain that job. Junior Achievement is teaching the next generation how an entrepreneur can bring about powerful economic change in our global economy!

RIVIERA BEACH CRA

2017-2018 BUDGET & WORKPLAN

Junior Achievement of the Palm Beaches & Treasure Coast reaches students through classroom programs (K-12), the JA Company Program (where high school students produce, market, and sell a product during a semester), JA BizTown® Mobile and our newest program, JA Finance Park Virtual.

Budget Narrative

Comerica Small Business Resource Center: Counselor/Facilitator, marketing, facility charge, supplies and marketing materials. Thirty (30) small business owners or hopeful entrepreneurs registered in the Center's program. Twenty (20) registered participants complete the program and receive Paragon's Business Readiness Certificate. Twenty-five (25) people attend specialty workshops. Five (5) participants establish new businesses within the City of Riviera Beach boundaries. Ten (10) businesses achieve bankable status.

JA Spark: Riviera Beach Youth Entrepreneur Center: Facilitator, materials, facility expense and marketing material. Two hundred (200) children participate in the various program components.

‘Tween Financial Literacy Camps: Facilitator, materials, marketing and supplies. Twenty-five (25) children participate in the camps.

Small Business Loan Program: Loan capital. Five (5) businesses access loan capital.

Programs

Comerica Small Business Resource Center: Through a combination of mechanisms that include, but are not limited to, one-on-one counseling, referrals, printed materials, web-based learning and structured class format (one-hour sessions over a six-week period), the Center will endeavor to provide comprehensive training in business development and capacity building for owners of start-ups as well as existing small business seeking growth opportunities.

The above-mentioned training mechanisms will be supplemented by quick-start opportunities with lenders, marketing professionals, financial coaches and management consultants who will offer additional reinforcement specific to individual participant needs. The Center will also offer occasional specialty sessions, delivered in a variety of formats -- lunch presentations, early breakfast Fast Breaks, Saturday workshops -- as well as individual counseling sessions for those businesses with unique needs.

The Center will be housed at the Riviera Beach Ambassador Service Center, located at 1229 East Blue Heron Boulevard in



RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

Riviera Beach. The site can accommodate technology, be set up in a classroom style and has ample free parking. Kiosks providing pamphlets and brochures with useful business tidbits and information about applicable product offerings from Resource Center partners will be set up at the Riviera Beach Branch of Comerica Bank and at the Riviera Beach CRA's main office at 2001 Broadway, Suite 300.

Business participants will become knowledgeable in business essentials and fundamentals including business plan development, finance and accounting, credit readiness, business operations, marketing, contracting, negotiating, insurance and more; become business-ready to apply for a Paragon business loan, and receive a Business Readiness Certificate from Paragon Florida, Inc.

The Comerica Bank Small Business Resource Center will address the following issues facing small business owners and those seeking to establish new businesses within the City of Riviera Beach:

- Lack of an accessible, comprehensive source for information related to small business development
- Lack of affordable consulting services
- Need to enhance the skill sets of start-up entrepreneurs with little or no experience in business management
- Need for skilled professional advice geared to business owners in emerging markets
- Need for an easily accessible path for small business owners to secure eligibility and apply for financial support programs offered by the Riviera Beach Community Redevelopment Agency

Specific topics that will be addressed within the Center's comprehensive curriculum include, but are not limited to:

- . Start Smart: What Every Start-up Business Should Know
- . Legal Structure for Starting a Small Business
- . Business Planning for Success
- . Marketing and Social Media Strategies
- . HR Basics for Small Business
- . Insurance and Bonding
- . Contracting with Corporations & Government
- . Record Keeping
- . De-mystifying The Financial Puzzle
- . Credit for Small Business/Credit as an Asset
- . Business Banking Basics
- . Budgeting for Small Business
- . Business & Personal Finances -- Why it's Important to Keep them Separate
- . Avoid Money Mistakes
- . Coping with Financial Stress
- . ID Theft -- Protect Yourself & Protect your Business

RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

JA Spark: Riviera Beach Youth Entrepreneur Center:



JA SPARK Riviera Beach Youth Entrepreneur Center is a program for High School students who have a passion for business and entrepreneurship. Students will participate in *JA SPARK* during Winter, Spring and Summer school breaks. Students will have the opportunity to work with their peers, participate in hands on and experiential activities. This initiative targets Junior Achievement's at-risk high school students in Riviera Beach. *JA* will purposefully work with a high-percentage of "Federal Free or Reduced Lunch" schools and students ("Title 1") as they correspond to the highest levels of those in need. *JA SPARK* will be held tentatively at the Riviera Beach Marina. During the week long program, students will participate in both the *JA Be Entrepreneurial*

and *JA Company* programs. *JA Be Entrepreneurial* challenges students, through interactive activities, to start their own entrepreneurial venture while still in high school. The program provides useful, practical content to assist teens in the transition from being students to productive, contributing members of society. *JA Company* unlocks the innate ability in students to solve a problem or fill a need in their community through an entrepreneurial spirit. Students are introduced to key elements involving on organizing and operating a business, while empowering them to solve problems and address local needs through the entrepreneurial spirit. *JA SPARK* will culminate in a business model presentation and competition.

‘Tween Financial Literacy Camps: We will develop financial literacy camps for young entrepreneurs, from the ages of 8-13. These camps will operate with students participating during Winter, Spring and Summer school breaks. Students will have coaching sessions from bankers, financial literacy experts, investment and business counselor's familiar with working with children. Mini-grants will be given to each participant to open a savings account, along with piggy banks. Children will have classes in terms, credit, and budgeting as well as an introduction to small business/entrepreneurship. Some of the older children will also be encouraged to participate in the BisCamps.

Small Business Loan Fund: In preparing small business entrepreneurs and start-ups for sound, long-term operations, we will link participants to the RBCRA's Small Business Loan Fund, a newly revised multi-million-dollar loan program aimed at retaining current businesses and attracting new businesses to its primary business districts by providing small business loans from \$10,000-\$1,000,000 to entities that meet key public benefit thresholds. The CRA Board discontinued this program last year with concerns that we only had partnered with a single loan entity. This year the CRA proposes to set-up new agreements with several entities to provide choices for potential applicants to obtain funding.

RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

NEW ECONOMIC DEVELOPMENT INITIATIVES BUDGET

PROGRAM SERVICES		
	Comerica Small Business Resource Center	\$ 15,000
	JA Spark: Riviera Beach Youth Entrepreneur Center	25,000
	'Tween Financial Literacy Camps	5,000
	Resident & Youth Technology Outreach	20,000
	CRA Partnership Support & Outreach	10,000
PROPERTY OF DISTINCTION GRANTS		
	Property Improvements	300,000
	Property of Distinction-Program Support	45,000
	Corridor Enhancement Program	<u>120,000</u>
	TOTAL PROGRAM SERVICES	<u>\$ 540,000</u>

PROPERTY OF DISTINCTION GRANT PROGRAM

In FY 2018, The CRA will continue the Properties of Distinction Program. The program allows the agency to select properties identified as significant redevelopment opportunities which will eliminate blight and dilapidation within the CRA district and the City as a whole. The rehabilitation of these properties will promote Agency's vision of economic development and transformation. This includes dollars earmarked for the Tony's Subs Development Project and future enhancements of the CRA owned property located at the corner of Broadway and Blue Heron. New for FY 2018, the program will include \$120,000 reserved as matching dollars to partner with individual property owners to beautify and enhance our major corridors. These dollars can be used in amounts not to exceed \$20,000 to enhance our vacant properties with landscaping and decorative elements. These improvements will assist the City in attracting the type of future development that will be consistent with the new City Council adopted vision.

JOB CREATION GRANT PROGRAM

The On-the-Job Training Program provides financial assistance to the City of Riviera Beach employers within the CRA to hire and train eligible individuals from Riviera Beach. The program will reduce the first year's salary costs and provide more training time for new hires who earn more than \$15.00 per hour.

COMMERCIAL GRANT PROGRAM

The Riviera Beach Community Redevelopment Agency is commencing with our Commercial Grant Program in the coming budget year. The programs funding was approved in the 2016/2017 fiscal year budget, and the program was authorized to begin implementation in May 2017. The funds will be carried forward in the coming fiscal year for disbursement; no new funds have been allocated for the coming years.

The program has two distinct initiatives: The Property Improvement Incentive Program and The Beautification Incentive Program. Both programs are focused on eliminating blighted structures within the CRA boundary and incentivizing commercial property owners to make improvements which will improve the overall aesthetics and value of the commercial properties in Riviera Beach.

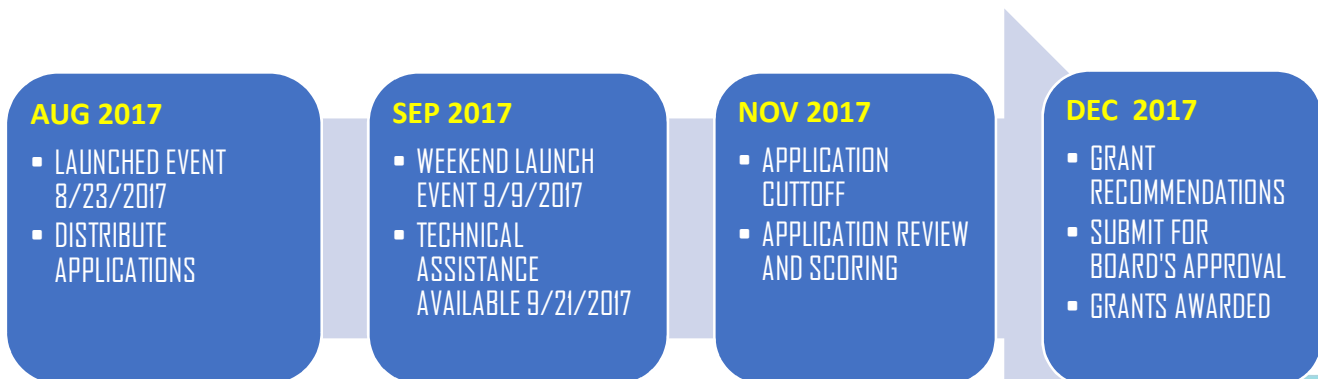
- The **Property Improvement Grant Program** provides business and property owners with grants of up to \$40,000 to make exterior and façade improvements to their property. The program requires \$1 in private contribution which is matched by \$4 of public funds. The business owners are encouraged to utilize our local and minority contractors. Additional points will be provided to businesses during the applicant review process.
- The **Beautification Incentive Program** allows the CRA to fund 100% of the cost to paint, landscape and/or pressure clean an existing commercial building within the redevelopment area, up to \$4,000.

The criteria for each program are as follows:

- The commercial property must be located in the CRA District.
- All proposed exterior improvements must meet the CRA's design guidelines.
- Funding can only be used for exterior improvements, renovations and rehabilitation as well as landscaping.
- All work must be done in compliance with applicable City of Riviera Beach building codes and land development regulations.

All contractors must be licensed in Riviera Beach/Palm Beach County.

COMMERCIAL GRANT PROGRAM IMPLEMENTATION SCHEDULE



**ECONOMIC DEVELOPMENT PROGRAMS
IMPLEMENTATION SCHEDULE
FY 2017-18**

COMERICA SMALL BUSINESS RESOURCE CENTER

Activity	Timetable
Execution of Grant/Program Agreements	October 2017
Marketing Materials Developed	Oct-Nov 2017
Outreach	Nov 2017- Jan 2018
Program Kickoff	Jan 2018
Session 1 Commences	Feb 2018
Session 1 Concludes	April 2018
Evaluation	May 2018
Session 2 Commences	Aug 2018
Session 2 Concludes	Sept 2018
Evaluation	Oct 2018
Wrap Up	Nov 2018

JA SPARK: RIVIERA BEACH YOUTH ENTREPRENEUR CENTER

Activity	Timetable
Execution of Grant/Program Agreements	October 2017
Marketing Materials Developed	Oct-Nov 2017
Outreach	Nov 2017- Ongoing
Program Kickoff	Dec 2017
Winter Camp Commences	Dec 2017
Winter Camp Concludes	Jan 2018
Evaluation	Jan 2018
Spring Break Camp Commences	Mar 2018
Spring Break Camp Concludes	Mar 2018
Evaluation	April 2018
Summer Camp Commences	Jun 2018
Summer Camp Concludes	Jun 2018
Evaluation	Jul 2018
Wrap Up	Aug 2018

RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

‘TWEEN FINANCIAL LITERACY CAMPS*

Activity	Timetable
Execution of Grant/Program Agreements	October 2017
Marketing Materials Developed	Oct-Nov 2017
Outreach	Nov 2017- Ongoing
Program Kickoff	Dec 2017
Winter Camp Commences	Dec 2017
Winter Camp Concludes	Jan 2018
Evaluation	Jan 2018
Spring Break Camp Commences	Mar 2018
Spring Break Camp Concludes	Mar 2018
Evaluation	April 2018
Summer Camp Commences	Jun 2018
Summer Camp Concludes	Jun 2018
Evaluation	Jul 2018
Wrap Up	Aug 2018

SMALL BUSINESS LOAN PROGRAM

Activity	Timetable
Execution of Grant/Program Agreements	October 2017
Updated Marketing Materials Developed	Oct-Nov 2017
Outreach	Nov 2017- Ongoing
Program Kickoff/Rollout	Jan 2017
Technical Assistance Sessions	Rolling
Quick Start	Feb 2018
Applications	Feb 2018-Ongoing
Evaluation	Sept 2018
Wrap Up	Oct 2018

HOUSING & NEIGHBORHOOD STABILIZATION



Riviera Beach CRA

**Neighborhood
Incentives**

Program

**RECEIVE UP TO
\$20,000
FOR HOME REPAIRS**

2017-18 BUDGET NARRATIVE NEIGHBORHOOD SERVICES Strategic Initiatives, Projects and Partnerships

Overview

Riviera Beach is strongly committed to neighborhood revitalization and development. We are increasing our staff and financial resources to address various issues of code-challenged properties, vacant lots, delayed maintenance of our housing stock, community beautification and neighborhood capacity building. We are anticipating an exciting year with new and enhanced programs and initiatives developed because of input from our Board of Commissioners, residents and stakeholders. The Marina development is off to a good start. As promised, we are shifting more resources to our neighborhoods. One of the top priorities is stabilizing the neighborhoods through homeownership. Studies have shown that there is a direct correlation between economic development, improved perceptions and realities of crime, better education outcomes, and improvements in civic pride. Riviera Beach has a 65% rental rate—a trend we must reverse. Also, the proportion of vacant and derelict properties is very high. For instance, in Riviera Beach Heights, of almost 500 properties, about 200 are vacant or derelict. Riviera Beach Heights also had a high incidence of Part I crime-- in burglary and larceny. With the introduction of the SmartWater™ program, along with other safety interventions, those particular crimes have drastically been reduced in numbers.

Strategic Partnerships



For the past several years, the City has dedicated fewer resources to neighborhood services. The CRA Commissioners endeavored to try and fill some of the gap by creating the Riviera Beach Community Development Corporation (CDC) to serve as one of the nonprofit partners of the CRA. Created to qualify as a Community Housing Development Organization (CHDO), the CDC can attract federal, state, and philanthropic dollars. Many of these grants can be used to enhance or support neighborhood priorities within the CRA. Other key partnerships are with the Riviera Beach Housing Authority, several neighborhood and civic associations, our business operators, and with local contractors and subcontractors. To date this fiscal year, CDC has completed five new

homes, has over 65 people enrolled in the Riviera Beach Homebuyers Club, has assisted five homeowners with painting and landscaping, and welcomed more than 500 volunteers to assist throughout the neighborhoods.

HOUSING & NEIGHBORHOOD STABILIZATION PROGRAM SUMMARY

Community Garden: The Community Garden is an award-winning green project located at 1010 W. 10th Street. Programming and management is conducted by a Professional Gardener, Dennis Reichel. These dollars will support his stipend, programs, seeds, supplies, utilities and maintenance. Scores of residents and kids frequent the garden on a weekly basis, to pick vegetables, pull weeds, participate in projects and to visit. Some of the planned events in FY18 include: harvesting and planting events; our popular Evenings in the Garden; Art, Wine & Cheese events; Volunteer/Holiday Evening; Read-Ins with the Police Department; Earth Day of Service event; Health Fairs; and cooking demonstrations.

House X House: This initiative, often in conjunction with Code Compliance, offers free house painting for elders and the disabled, neighborhood clean ups, assistance with landscaping and sprinkler repairs, and flower planting. This program done on a modest budget, depends on many volunteers and partners.

Smart Home Program: This community safety program offers SmartWater™ throughout the CRA area to residents and businesses, motion lights, and replacement of house numbers.



Housing Initiatives: These various housing programs will create homeownership opportunities for first time homebuyers who have received intensive education and counseling. Our rent to own program will be available for those who desire homeownership, but require a little longer to be ready. The Single-Family Housing Beautification Program will assist owner occupied residencies with rehabilitation and beautification grants for exterior improvements. Lot acquisitions will allow the Agency to purchase properties for residential redevelopment.

HFHL: Healthy Food, Healthy Living, Inc., is a nonprofit food bank providing assistance to our most vulnerable citizens. This pass-through grant provides support for operational expenses like rent, utilities, insurance, taxes, maintenance, and trash. Additionally, capacity building support is available to the organization.

Parks, Trails & Signs: This program provides funding for development and enhancement of green space throughout the redevelopment area, including parklets, wayfinding signage, and trail development.

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

HOUSING AND NEIGHBORHOOD STABILIZATION BUDGET

<i>SOURCES</i>		
	<i>CRA TIF</i>	\$1,155,000
	<i>BBT 2013</i>	200,000
	<i>PROPERTY ACQUISITION</i>	650,000
	TOTAL SOURCES	<u>\$2,005,000</u>
<i>USES</i>		
	<i>PROGRAM SERVICES</i>	152,500
	Community Garden	65,000
	Garden Education Initiative	24,000
	Satellite Garden Program	24,000
	House X House	24,500
	Smart Home Program	15,000
	<i>HOUSING INITIATIVES</i>	1,852,500
	First Time Homebuyer/Workforce	500,000
	Workforce Rent to Own	164,500
	Housing Beautification	400,000
	Renaissance Property Acquisition	650,000
	HFHL (Support & Enhancement)	35,000
	Parks, Trails & Signs	103,000
	TOTAL USES	<u>\$2,005,000</u>

BUDGET NARRATIVE

Community Garden: Includes garden manager stipend, programs, Senior Citizen Garden Club, supplies, utilities, and maintenance.

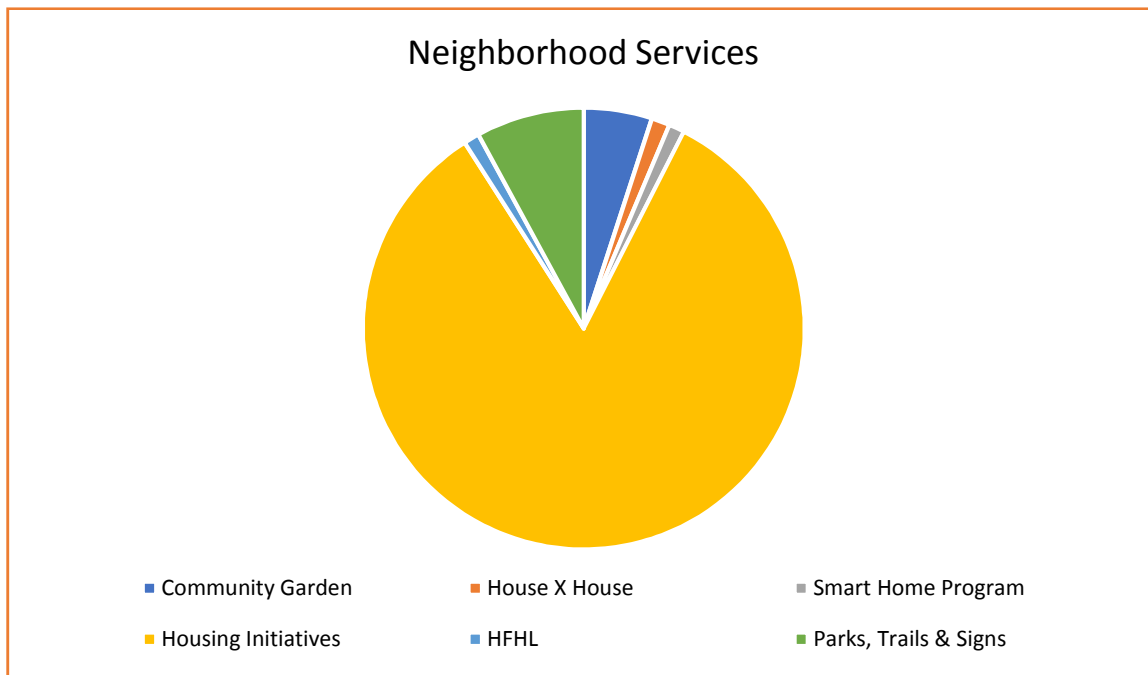
House X House: Includes 10 houses – painting and landscaping.

Smart Home Program: Assistance for 100 homes: SmartWater™, Motion Lights, House Numbers

Housing Initiatives: Assist 8 homeowners, 2 Rent to Own., 15 rehabilitations, 15 beautifications, property acquisition

HFHL: Operating and capacity building support to Healthy Food, Healthy Living, Inc.

Parks, Trails & Signs: Assistance for parklets, signs, trail links.



**NEIGHBORHOOD SERVICES
IMPLEMENTATION SCHEDULES
FY2017-18**

COMMUNITY GARDEN

Activity	Timetable
Harvesting	October 2017
Marketing Materials Developed; New Brochure	Oct-Nov 2017
Outreach	Oct 2017 - Ongoing
Events	Monthly
Reports	Monthly
Senior Citizen Garden Club	Weekly
Earth Day of Service	April 2018
Maintenance	Weekly

HOUSE X HOUSE

Activity	Timetable
Execution of Grant/Program Agreements	October 2017
Marketing Materials Developed	Oct-Nov 2017
Outreach	Oct 2017- Ongoing
Event 1	Nov 2017
MLK Day of Service	Jan 2018
Event 2	Feb 2018
Event 3	Mar 2018
Event 4	Apr 2018
Event 5	Sept 2018
Evaluation	Sept 2018
Wrap Up	Oct 2018

HOUSING INITIATIVES

Overview

Riviera Beach Heights, Inlet City and Park Manor, priority focus areas, are distressed low-income neighborhoods located within the Community Redevelopment Area. Due to the economic downturn and the real estate crisis, these neighborhoods have experienced disinvestment and high levels of foreclosures which have led to a significant number of abandoned and derelict properties throughout the neighborhoods. We estimate that at least 450 such properties qualify for this description. These properties, along with vacant properties, are contributing to neighborhood decline and instability which are negatively affecting the desirability of the community.

In an effort to avoid further decline, the Agency has implemented programs to provide assistance to homeowners, multi-family property owners, and business owners to rehabilitate distressed and vacant properties within RBCRA neighborhoods. These programs will improve the stability of the neighborhood and foster revitalization to improve the quality of life of residents.

All properties must be located within the Riviera Beach Community Redevelopment Area. Each property rehabilitated as part of RBCRA's current rehabilitation program must be single family homes. Properties are required to be insured (property/ homeowners, including flood insurance, if located in a flood area.) Property taxes and mortgages must be current and not delinquent. RBCRA will not provide financial assistance outlined in these programs, to properties that are delinquent on taxes, delinquent on mortgage / loan payments, or in the foreclosure process.

Additionally, RBCRA has endeavored to work with City Code Compliance to address code violations that affect health and safety on the exterior of properties. One of the top priorities is stabilizing the neighborhoods through homeownership. Studies have shown that there is a direct correlation between economic development, improved perceptions and realities of crime, better education outcomes, and improvements in civic pride. Riviera Beach has a 65% rental rate—a trend we must reverse.

RBCRA will endeavor to leverage our investment whenever the opportunity presents itself. If other funding sources (US HUD, State of Florida, etc.) require income restrictions, i.e., 80% AMI, 120% AMI, etc., then we will follow those income restrictions with any dollars contributed to a project, if required by the funding source.

Strategic Partnerships

For the past several years, the City has dedicated fewer resources to neighborhood services. The CRA Commissioners endeavored to try and fill some of the gap by creating the Riviera Beach Community Development Corporation (CDC) to serve as one of the nonprofit partners of the CRA. Created to qualify as a Community Housing Development Organization (CHDO), the CDC can attract federal, state, and philanthropic dollars. Many of these grants can be used to enhance or support neighborhood priorities within the CRA.



RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

Other key partnerships are with the Riviera Beach Housing Authority, several neighborhood and civic associations, our business operators, and with local contractors and subcontractors. We propose to work with the CDC to produce our first-time homebuyer programs.

Programs

First Time Homebuyer/Workforce Program

The First Time Homebuyer/Workforce Program will provide down payment and housing rehabilitation assistance to first time homebuyers purchasing single family homes within the Community Redevelopment Area. As part of the program, homebuyers can make exterior and interior improvements to their homes. Eligible improvements include painting, kitchens, bathrooms, plumbing, landscaping, weatherization (windows and doors), air conditioning/heating, roof repair/replacement, and other repairs necessary to correct health, safety, and code violations. Applicants will be selected on a first come, first ready, first served basis.

As part of the First Time Homebuyer/Workforce Program, RBCRA will acquire derelict properties and vacant land for demolition and reconstruction for development of new construction homes for purchase by first time homebuyers. Properties and vacant land must be located within the Community Redevelopment Area.

Workforce Rent to Own

This program will work similarly to the First-Time homebuyer/Workforce Program, but title will not transfer until the buyer has repaired credit, completed the Homebuyers Club, increased income, and/or saved adequate minimum down payments. This allows residents who desire homeownership but require a longer period of counseling and assistance. Rent payments will remain affordable based on income. Depending on incomes, a portion of rent payments may be reserved in escrow towards a down payment.

Single Family Housing Beautification Program

The Single-Family Housing Beautification Program will provide funding through the Riviera Beach Community Redevelopment Agency (RBCRA) to eligible single family (one unit) homeowners to make exterior improvements to their property. Eligible improvements include fence replacement, painting, irrigation, landscaping, weatherization (windows and doors), roof repair/replacement, driveway repair and other minor exterior repairs to improve RBCRA identified key homes within the Community Redevelopment Area. Priority will be given to improvements that are necessary to correct health, safety, and code violations.

Renaissance

This program allows for acquisition of vacant lots or residential properties for redevelopment and rehabilitation. Thereafter, the property will be available for ownership or the rent to own scenario. The funding includes both acquisition and due diligence costs.

House X House: This initiative, often in conjunction with Code Compliance, offers free house painting for elders and the disabled, neighborhood clean ups, assistance with landscaping and sprinkler repairs, and flower planting. This program attracts, done on a modest budget, depends on many volunteers and partners.

Budget Narrative

Housing Initiatives: Assist 8 homeowners, 2 Rent to Own, 15 rehabilitations, 15 beautifications, property acquisition

First Time Homebuyer/Workforce:

Workforce Rent to Own: Assist 8 Homeowners

House Beautification: Assist 15 rehabs and 15 beautifications

Renaissance: Acquire various lots or derelict properties

House X House: Includes 10 houses – painting and landscaping

Amenities and Features

The homes will enjoy the following amenities:

- Energy efficient appliances
- Energy efficient lighting fixtures
- Washer/dryer connections and appliances
- Tankless water heaters
- Impact resistant windows and doors
- Porcelain tile/alternative flooring
- Low flow plumbing features
- Upgraded countertops
- Low VOC paints
- Wood cabinets
- Outdoor entertainment area
- Gathering spot features



RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

Homebuyer Counseling

RBCDC will provide a program of counseling, in conjunction with our partner, Housing Foundation Association, to provide eight (8) hours of homeownership counseling, at least six (6) hours in a classroom setting, and two (2) hours of one-on-one (individual) counseling sessions. We will produce a certificate identifying the date of counseling, total hours counseled, the name of the HUD approved agency provider, and signature of the authorized counselor, within one (1) year from the date of issue. Additionally, all participants will be members of our Homebuyers Club, which meets monthly at our Clean and Safe Ambassador Center for two hours, obtaining more in depth counseling covering the areas of: Benefits of Club Membership, 1:1 Credit Management Assistance, Re-Learn Behavior in Handling Credit, Learn to Budget and Increase Savings, Become Educated on Financial Matters, Guidance from Application to Closing, Help with Grants and Down Payment Assistance, and Hear Testimonials from Recent Homeowners.

**NEIGHBORHOOD SERVICES
HOUSING IMPLEMENTATION SCHEDULES
FIRST TIME HOMEBUYER/WORKFORCE PROGRAM**

Activity	Timetable
Program Guidelines Developed	October 2017
Marketing Materials Developed; New Brochure	Oct-Nov 2017
Outreach for Potential Buyers	Oct 2017 - Ongoing
RFP Proposal Developed	Jan – Feb 2018
Execution of Agreements	March 2018
Property Acquisition	Month 1 – Ongoing (after execution)
Construction Bids	Month 5 – Ongoing
Construction Starts	Month 7 – Ongoing
Closings	Month 11 – Ongoing
Evaluations	Month 13 – Ongoing

WORKFORCE/RENT TO OWN

Activity	Timetable
Program Guidelines Developed	October 2017
Marketing Materials Developed; New Brochure	Oct-Nov 2017
Outreach for Potential Buyers	Oct 2017 - Ongoing
RFP Proposal Developed	Jan – Feb 2018
Execution of Agreements	March 2018
Property Acquisition	Month 1 – Ongoing (after execution)
Construction Bids	Month 5 – Ongoing
Construction Starts	Month 7 – Ongoing
Leases	Month 11 – Ongoing
Monitoring	Quarterly
Closings	Month 35 – Ongoing
Evaluations	Annually

SINGLE FAMILY HOUSING BEAUTIFICATION PROGRAM

Activity	Timetable
Program Guidelines Updated	October 2017
Marketing Materials Distributed	Oct-Ongoing
Notice of Funds Availability	Feb 2018
Application Intake	Feb – March 2018
Outreach for Potential Owners	Oct 2017 - Ongoing
Construction Bids	Apr 2018 - Ongoing
Construction Starts	June 2018 - Ongoing
Closings	May 2018 - Ongoing
Evaluations	Quarterly

CLEAN & SAFE PROGRAM



CLEAN & SAFE OPERATIONS FY 2018 EXECUTIVE SUMMARY

For FY 2018, the Clean & Safe Operations will continue Ambassador Operations at Ocean Mall, along the Broadway Corridor (11th Street to Silver Beach Road), Blue Heron Corridor (President Barak Obama Hwy east to North Ocean Avenue), 13th Street Corridor from the Marina west to President Barak Obama Hwy, Avenue E Corridor (11th Street to Blue Heron Blvd), Riviera Beach Heights (between 6th and 10th Streets between President Barak Obama Hwy to Australian Avenue), and the Marina Village.

Ocean Mall

Public Service Ambassadors assist in litter control, provide a walking concierge service to all visitors and patrons of the Ocean Mall seven days a week from 1pm until 11pm. They assist Parks and Rec in locking the park restrooms every evening. They also provide Walking Buddy services from 6pm until midnight, which includes visitor escorts to their vehicles, calling for taxi service, and assisting with vehicle jumps and flat tires. They also provide additional eyes and ears for the Police at Ocean Mall.

Broadway Corridor

The Clean Team Ambassadors maintain the cleanliness of the Broadway Corridor seven days a week from 8:30am to 5pm. This includes sidewalk sweeping, sidewalk pressure washing when needed, and litter control along all sidewalks and vacant lots. They will also provide assistance to businesses that are having issues with individuals who are either homeless and/or panhandling. Public Service Ambassadors assist in litter control, provide a walking concierge service to all, and visit businesses along the corridor. The Public Service Ambassadors will also pass out information to the businesses about upcoming meetings and events in the CRA district. They also provide additional eyes and ears for the Police.

Blue Heron Corridor

The Clean Team Ambassadors maintain the cleanliness of the Blue Heron Corridor seven days a week from 8:30am to 5pm. This includes sidewalk sweeping, sidewalk pressure washing when needed, pressure washing the Flat Bridge twice a week, and litter control along all sidewalks and vacant lots. They also provide assistance to businesses that are having issues with homeless and/or panhandling. Public Service Ambassadors assist in litter control, provide a walking concierge service to all visitors and patrons of the Ocean Mall seven days a week from 1pm until 11pm. The Public Service Ambassadors will also pass out information to the businesses about upcoming meetings and events in the CRA and Ocean Mall area. They also provide additional eyes and ears for the Police.

13th Street Corridor

The Clean Team Ambassadors maintain the cleanliness of the 13th Street Corridor seven days a week from 8:30am to 5pm. This includes sidewalk sweeping, sidewalk pressure washing when needed, and litter control along all sidewalks and vacant lots. They also provide additional eyes and ears for the Police.

RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

Riviera Beach Heights

The Clean Team Ambassadors maintain the cleanliness of Riviera Beach Heights (RBH) once a week from 9am to 4pm. This includes sidewalk sweeping, sidewalk pressure washing when needed, and litter control along all sidewalks and vacant lots. They also provide additional eyes and ears for the Police.

Marina Village

For FY 2018, the Clean & Safe Ambassadors are responsible for maintaining sidewalk cleanliness, regular pressure washing, emptying and maintaining trash receptacles throughout the park, providing parking management and providing shuttle service on weekends and during events. They also have the responsibility for maintaining the cleanliness and basic maintenance of the Event Center, as well as setting up and taking down for all events. Our Marina Village Supervisor provides onsite supervision during all events to assist with AV setup and any issues that may occur. They also provide additional eyes and ears for the Police.

Marina Village / Bicentennial Park

- Pick up trash and litter in Marina Village and overflow lots 3 X per day and during outdoor events
- Parking management in main and overflow parking lots
- Promenade/Bicentennial Park event setup / takedown
- Pre- & Post event inspections
- Clean outdoor bathrooms 4 X per day and during outdoor events
- Kiosk business assistance/Police Department intervention
- Provide homeless assistance
- Shuttle service for overflow parking during major events and holidays
- Walking Buddy Service 45 minutes after last event/ Rafiki Tiki closing, 7 days a week
- Ambassadors trained in FA/CPR
- Event Center concierge service
- Event set-up
- Event take down
- Audio/Visual assistance and pre-event setup
- Event pre/post inspections
- Daily Event Center cleaning (Day Porter service)
 - Bathrooms, minimum 4 times a day & during events
 - Mop floors
 - Vacuum carpets
 - Carpet cleaning
 - Maintain all furniture
 - Basic maintenance/painting
 - Clean glass and polish all stainless fixtures
- Ambassadors trained in FA/CPR

RIVIERA BEACH CRA 2017-2018 BUDGET & WORKPLAN

Additional Clean & Safe Services/Program Benefits:

- Increase Ambassador training programs.
- Create job opportunities for Riviera Beach residents.
- Clean & Safe Walking Buddy program provides services seven days a week up until 45 minutes after the Rafiki Tiki closes at Marina Village.
- The Business Watch Program will continue to expand business participation. Bi-monthly meetings will be held the fourth Tuesday of every other month.
- Neighborhood Watch Program will continue in Riviera Beach Heights and Park Manor South, in addition to all CRA neighborhoods from 21st Street north to Silver Beach Road. We will be available to assist other neighborhood groups to help them set up their own Neighborhood Watch programs.
- Continue to assist the CDC and our local Community Partners: Healthy Food, Healthy Living, St. George Church, Beulah Land Worship Center, Christ Fellowship of the Palm Beaches, Max M. Fisher Boys and Girls Club, Parks and Rec and Public Works.

Clean and Safe Program Budget	
General Office	\$ 33,240
Rent	70,800
Ambassador Equipment	19,320
Capital Equipment and Supplies	34,118
Neighborhood/Business Watch and Outreach	3,000
Community Safety Initiative	5,700
Staff Salaries, Taxes and Benefits	<u>329,122</u>
TOTAL CLEAN AND SAFE PROGRAM	<u>\$ 495,300</u>

CLEAN & SAFE FY 2018 PROPOSED WAGE STEP PROGRAM

The Clean & Safe Program started in July of 2014. Our Full Time Ambassadors were hired at \$12.00 per hour and our Part Time Ambassadors were hired at \$10.00 per hour. Of the original 12 Ambassadors - 6 Full Time and 6 Part Time - that were hired, 4 Full Time Ambassadors remain with the program. The major cause of attrition has been new jobs at higher wages. Our average Part Time Ambassador has a tenure on the job of about 6 months.

The purpose of the Wage STEP Program is to enable Clean & Safe employees to have a wage growth path and provide them with incremental wage increases for the first 5 years with the CRA. This program will also encourage Ambassadors to stay with the CRA because they can see what they will be making in the future and we will be rewarding Ambassadors for a job well done. The Step program provides a five-year performance based pay increase for FT and PT Ambassadors and a three-year program for our Ambassador Supervisors. The chart below identifies the sample yearly incremental increase:

FULL TIME AMBASSADOR						FULL TIME AMBASSADOR SUPERVISOR			
Base	YR 1 Anniv BASE + \$0.60	YR 2 Anniv BASE + \$1.20	YR 3 Anniv BASE + \$2.00	YR 4 Anniv BASE + \$3.00	YR 5 Anniv BASE + \$4.00	Base	YR 1 Anniv BASE + \$0.75	YR 2 Anniv BASE + \$1.50	YR 3 Anniv BASE + \$2.50
\$12.00	\$12.60	\$13.20	\$14.00	\$15.00	\$16.00	\$15.00	\$15.75	\$16.50	\$17.50
\$24,960	\$26,208	\$27,456	\$29,120	\$31,200	\$33,280	\$31,200	\$32,760	\$34,320	\$36,400
PART TIME AMBASSADOR (20 HRS/WEEK)						PART TIME AMBASSADOR SUPERVISOR			
Base	YR 1 Anniv BASE + \$1.00	YR 2 Anniv BASE + \$2.00	YR 3 Anniv BASE + \$3.00	YR 4 Anniv BASE + \$4.00	YR 5 Anniv BASE + \$5.00	Base	YR 1 Anniv BASE + \$1.00	YR 2 Anniv BASE + \$2.00	YR 3 Anniv BASE + \$3.00
\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$13.00	\$14.00	\$15.00	\$16.00
\$10,400	\$11,440	\$12,480	\$13,520	\$14,560	\$15,600	\$13,520	\$14,560	\$15,600	\$16,640

IMPLEMENTATION: Based on an Ambassador's years of service, they will STEP up to the new STEP level pay grade, assuming they have had a satisfactory annual performance review and have not abused our attendance policy. Then, on their next Anniversary date they will move up to the next STEP, etc. The step program is implemented by the Executive Director effective on Clean & Safe staff anniversary dates. The program may not exceed the total Board approved budget each year. The step program provides approximately 5%-8% increases to employee's annual salaries for a 1-5 year period.

FY 2018 STEP Estimated Wages increase to the budget will be:

CRA Clean & Safe Operations **\$10,447.00**

Marina Village Clean & Safe Operations **\$13,189.00**

Total FY 2018 Estimated Incremental Cost **\$23, 636.00**

Or 2.8% of the Total Clean & Safe Wage and Salary Budget

(Plus Benefits: Total reserved \$30,000)

RIVIERA BEACH CRA
2017-2018 BUDGET & WORKPLAN

CRA CAPITAL PROJECT BUDGET -- FISCAL YEARS 2018 - 2021

FISCAL YEAR BUDGET					
Project	Total Budget	2018	2019	2020 *	TOTAL
BB&T 2013A Funded Projects					
Utility Burial Project	\$1,544,900	\$1,100,000	\$350,000	\$94,900	\$1,544,900
CRA Home Improvement Program	200,000	200,000	0	0	200,000
Sub-Total BB&T 2013A Funded Projects	1,744,900	1,300,000	350,000	94,900	1,744,900
BB&T 2013B Funded Project					
Temporary Parking Lots	54,637	54,637		0	54,637
Sub-Total BB&T 2013B Funded Projects	54,637	54,637	0	0	54,637
General Fund (TIF) Funded Projects					
Marina Village Phase II (a) Improvements	570,000	570,000	0	0	570,000
Marina Village Phase II Parking	500,000	0	500,000	0	500,000
Event Center Tenant Build-out Allowance	400,000	0	400,000	0	400,000
Sub-Total TIF Funded Projects	<u>1,470,000</u>	<u>570,000</u>	<u>900,000</u>	<u>0</u>	<u>1,470,000</u>
Total All Capital Projects	<u>\$3,269,537</u>	<u>\$1,924,637</u>	<u>\$1,250,000</u>	<u>\$94,900</u>	<u>\$3,269,537</u>

*Capital Budgets for FY 2021 and FY 2022 will be determined in future Budgets.

CAPITAL PROJECTS

Utility Burial Project: \$1,544,900

The overall aesthetics of the Marina Village and the Broadway Corridor are crucial elements to attracting new investment and our economic development efforts. The Utility Burial project is partially completed and in the process of securing the final easements from property owners to bury the FPL and ATT lines that remain on the overhead lines. Once completed, the overhead lines and poles can be removed.

Marina Village Phase II Parking: \$554,637

To address the growing popularity of the Marina and the increased visitor traffic, the CRA will be installing temporary parking at the Spanish Courts site and the old 13th Street parcel. The plan will increase available parking by roughly 225 parking slots. The CRA has future plans to construct a parking garage and a controlled parking and revenue system for the entire Marina Village site. The City of Riviera Beach is developing a City-wide Parking Enterprise that the CRA will help fund and participate in. This entity can raise additional capital dollars and will explore future parking agreements with both the Port of Palm Beach and our future Marina Village Phase II Development Team.

Event Center Tenant Buildout: \$400,000

The CRA has reserved capital dollars to assist with the completion of the buildout for a tenant willing to occupy the space just adjacent to the existing restaurant. The remaining spaces will be included in the large scale Phase II development opportunity.

Marina Village Phase IIA Improvements: \$570,000

There are several earmarked improvement projects to be completed to enhance the visitor experience and improve the profitability and marketability of the Marina Village:

- **Sea Wall Removal** - Sections of the wall will be removed for improved visibility of the Intracoastal Waterway, City Marina, and Peanut Island.
- **Event Center Rooftop Shading** - As a response to numerous requests by customers to expand the shading on the rooftop, a shading system will be installed.
- **Rooftop Flooring Installation** - Installation of the pedestal flooring system to the east of the rooftop patio.
- **Marina Village Branding: Mural for Wall & Water Tank** - A large art and painting project will be completed on the wall surrounding the water tank and the tank itself, and marketing and signage within the Marina Village Properties.

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: FIRST MODIFICATION TO CONSTANT COMPUTING, LLC

Recommendation/Motion: APPROVAL

Originating Dept	OPERATIONS MANAGER & PIO	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo_-_Constant_Computing.pdf	MEMO	9/7/2017	Cover Memo
Resolution_First_Modification_Constant_Computing.pdf	RESOLUTION	9/7/2017	Resolution
First_Modification_-_Constant_Computing.pdf	FIRST MODIFICATION TO AGREEMENT	9/7/2017	Agreement
Backup_-_Orginial_professional_services_agreement.pdf	BACKUP	9/7/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/7/2017 - 10:04 AM
CRA Internal Review	Evans, Scott	Approved	9/7/2017 - 10:06 AM




RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Scott Evans, Interim Executive Director, Riviera Beach CRA

DATE: September 5, 2017

CC: Michael Haygood, CRA General Counsel

SUBJECT: Approval of a First Modification to Professional Services Agreement with Constant Computing, LLC (Constant Computing) for the Overall Maintenance of the Agency's Information Technology (IT) Infrastructure

REQUEST:

The Agency is requesting that the CRA Board of Commissioners approve the First Modification to the Professional Services Agreement with Constant Computing, LLC by one, two year period, until September 30, 2019, for the continuation of the Agency's Information Technology Infrastructure as stipulated in the Professional Services Agreement for an amount not to exceed \$60,000.00 per Fiscal Year.

BACKGROUND:

Constant Computing, LLC has been providing excellent IT support and maintenance since June 2014. The CRA Staff have found them to be extremely reliable, responsive, and forward thinking in managing our IT Infrastructure. In 2013 the City's IT Department provided Technology Support Services to the CRA on a trial basis. In May 2014 the City's Purchasing Department advised the Agency that it did not have sufficient resources to provide the level of service required by the CRA and that they would assist with procuring a service provider that could do the job consistent with our expectations and meet the daily operational needs. In June 2014, after obtaining and reviewing quotes, the Executive Director pursuant to his authority under the CRA's Procurement Code, selected Constant Computing as the IT Consultant. The original contract was month-to-month for an amount not to exceed \$25,000 per fiscal year and was originally structured to support a small network of users at the CRA's current main office. At the time, the CRA had 9 employees on site.

The main objectives in 2014 were to improve responsiveness in IT support, catch up on network maintenance tasks that were behind schedule, maintain user workstations, and improve reliability of network services.

In the nearly three years since the CRA's relationship with Constant Computing began, much has changed. After first serving the CRA's initial operating needs, the CRA began expanding in other areas including the network at the Clean & Safe Office and the new network at the Event Center. Additional staff was brought on and sub-entities of the CRA were created which required additional IT services. This expansion included the Clean & Safe location on Singer Island, the team of Clean & Safe Ambassadors, and the Event Center staff.

With these expansions to the CRA, the CRA's IT footprint and support needs have significantly increased and are unique in nature. With the addition of new users and IT infrastructure, the continuation of the IT maintenance and support agreement is very crucial to the total Agency's IT health and investment. These increases, special projects, and a more comprehensive set of services being offered by Constant Computing have necessitated the need for IT services through Constant Computing. The needs of the Agency to be provided are too significant to be managed by the City's IT Department. Thus, it was determined to work with an external vendor.

RECOMMENDATION:

The CRA's partnership with Constant Computing has helped improve responsiveness to IT issues, developed network security and maintenance processes that protect the CRA, Clean & Safe Office and Event Center from external threats, improved reliability of network services, and tackled all of the challenges associated with end users and growth. Constant Computing has met the CRA's IT needs while we have experienced a doubling of personnel and nearly tripling of our IT footprint in a three year span. The CRA's needs will continue to evolve along with its projects, community programs, and continuous changes in technology. Further, Constant Computing has designed and structured the CRA's technology program for the future. Thus, the First Modification to Professional Service Agreement for a one, two year period is requested for the overall maintenance of the Agency and its affiliate Information Technology Infrastructures.

RESOLUTION NO. 2017-____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE FIRST MODIFICATION TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CONSTANT COMPUTING, LLC ("CONSTANT COMPUTING") AND THE AGENCY TO EXERCISE AN OPTION TO EXTEND THE TERM OF THE AGREEMENT BY ONE, TWO YEAR PERIOD ("FIRST MODIFICATION"); PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the Agency's procurement policies, the Consultant and the CRA entered into an agreement dated June 9, 2016 for the Consultant to provide professional informational technology services to the CRA (the "Original Agreement"); and

WHEREAS, the Original Agreement was for a term of one year from its Effective Date and provided for a one, two year option;

WHEREAS the parties desire to extend the termination date for two years through September 30, 2019 at the same hourly rate of \$115.00 per hour, not to exceed \$60,000 per contract year as in the Original Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency approves the form of the First Modification to the Professional Service Agreement attached hereto as Exhibit "A" to exercise an option to extend the Original Agreement for two years through September 30, 2019 at the same hourly rate of \$115.00, not to exceed \$60,000 per contract year as in the Original Agreement and approves the execution and delivery of the First Modification in substantially the form approved subject to such changes as may be approved by the Chairperson subject to advice of counsel, with the execution of the First Modification by the Chairperson conclusive evidence of the approval of such changes.

SECTION 2. The resolution shall be effective immediately upon its adoption.

[Signatures on following page]

PASSED AND ADOPTED this ____ day of September 2017.

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

By: _____
Name: KASHAMBA MILLER-ANDERSON
Title: Chairperson

Executive Director

Approved as to form and legal sufficiency

MOTION BY: _____

J. Michael Haygood
Date _____

SECONDED BY: _____

General Counsel to CRA

D. PARDO
T. DAVIS
T. DAVIS JOHNSON
L. HUBBARD
K. MILLER-ANDERSON

FIRST MODIFICATION TO PROFESSIONAL SERVICES
AGREEMENT
BETWEEN
CONSTANT COMPUTING, LLC
AND
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES

THIS FIRST MODIFICATION TO AGREEMENT made and entered into this ____ day of September, 2017, by and between Constant Computing, LLC, a Florida limited liability company, hereinafter referred to as "Consultant," whose mailing address is 1007 N. Federal Highway #2, Fort Lauderdale, FL 33304, and the Riviera Beach Community Redevelopment Agency a body corporate and politic created pursuant to Chapter 163, Part II, Florida Statutes, hereinafter referred to as "CRA," whose address is 2001 Broadway, Suite 300, Riviera Beach, Florida, is hereby amended as follows:

WHEREAS, in accordance with the provisions of the Agency's procurement policies, the Consultant and the CRA entered into an agreement dated June 9, 2016 for the Consultant to provide professional informational technology services to the CRA (the "Original Agreement"); and

WHEREAS, the Original Agreement was for a term of one year from its Effective Date and provided for a one, two year option;

WHEREAS the parties desire to extend the termination date for two years through September 30, 2019.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

Section 1: The parties agree to exercise a two-year option to extend the term of the Original Agreement through September 30, 2019 upon the same term of the Original Agreement, including billing at the hourly rate of \$115.00, not to exceed \$60,000 per contract year.

Section 2: To the extent that there exists a conflict between this Modification, the Scope of Services and any work orders, the terms, conditions, covenants, and/or provisions of this Modification shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

Section 3: All other terms in the Original Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties unto this Modification have set their hands and seals on the day and date first written above.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Name: KaShamba Miller-Anderson
Title: Chairperson

Executive Director

Approved as to form and legal
sufficiency

J. Michael Haygood
Date _____
General Counsel to CRA

CONSTANT COMPUTING, LLC

By: _____

Name: _____

Title: _____

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CONSTANT COMPUTING, LLC**

THIS AGREEMENT is made and entered into this 9th day of June, 2016, by and between **Constant Computing, LLC** hereinafter referred to as "Independent Contractor," whose mailing address is 1007 N Federal Hwy #2, Fort Lauderdale, FL 33304, and the **Riviera Beach Community Redevelopment Agency**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "**CRA**," whose address is 2001 Broadway, Suite 300, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to perform professional information technology services for the CRA, its Clean and Safe Department and the Riviera Beach Events Center, LLC in four general areas: maintenance, new capabilities (planning, consulting, and assisting in setting up new technology and removal of any old technology), consultation, and optional IT related Value Added Services (VAS) as set out in the Scope of Work attached hereto as Exhibit "A."

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Scope of Work.

3. The term of this agreement shall be beginning on the Effective Date through September 30, 2017, unless terminated sooner pursuant to the terms of this Agreement. The Effective date of this Agreement shall be the date that the last of the parties executes the Agreement. The CRA shall have the option to renew this Agreement upon the same terms as this Agreement for one two year period by giving 30 days' written notice prior the end of the initial term of this agreement. Work must begin within (5) calendar days from the date of receipt of official notice to proceed with a work element and shall be carried on for the duration of the contract.

4. The CRA agrees to compensate the Independent Contractor at the rate of \$115.00 per hour for services as identified in the Scope of Work contained in Exhibit "A"

to this agreement. Total compensation to Independent Contractor shall not exceed Forty Thousand Dollars (\$40,000) from the Effective Date through September 30, 2016; and Sixty Thousand Dollars (\$60,000) per year thereafter. The CRA shall not reimburse the Independent Contractor for any miscellaneous costs incurred as a direct result of the Independent Contractor providing deliverables to the CRA in accordance with the Scope of Work contained in Exhibit "A", unless such costs have been approved, in writing and in advance, by the CRA. The Independent Contractor shall provide the CRA with monthly invoices containing adequate documentation supporting amounts billed to the CRA. The CRA agrees to pay Independent Contractor invoices within 30 days of submission to the CRA. Services are to be on an on-call/as needed basis.

5. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the CRA terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date.

6. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

7. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA.

8. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9. The Independent Contractor agrees that it is fully responsible to the CRA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.

10. All of the Independent Contractor's personnel (and all subcontractors) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.

11. The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the Independent Contractor authorized to use the CRA's Tax Exemption Number in securing such materials.

12. The Independent Contractor shall indemnify and save harmless and defend the CRA, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

13. The Independent Contractor further agrees to indemnify, save harmless and defend the CRA, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the CRA, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CRA to be sued, nor as a Waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

14. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the CRA, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other Independent Contractor employed by the CRA, or by

changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, then the time of completion shall be extended for any reasonable time the CRA may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

15. The Independent Contractor does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Agreement.

16. The CRA reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the CRA's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CRA of any estimated change in the completion date, and (3) advise the CRA if the contemplated change shall affect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the CRA so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the CRA's decision to proceed with the change.

17. If the CRA elects to make the change, the CRA shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the Board of Commissioners of the Agency.

18. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the CRA against defects including workmanship or materials. Upon receipt of notice from the CRA of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the CRA, including any time and labor to replace said parts. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the CRA, the CRA may accomplish the work at the expense of the Independent Contractor. The services rendered in the execution of this agreement do not relieve the Independent Contractor from any obligations related to any prior agreements. All work produced under any previous agreements will be held to that agreement, and a one year inspection must occur.

19. The CRA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY.

20. The Consultant shall deliver to the Agency's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the Agency under this Agreement.

All drawings, charts, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the Agency's expense shall be and remain the Agency's property and may be reproduced and reused at the discretion of the Agency.

21. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA's property from injury or loss arising during the term of the Agreement.

22. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

23. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given here under or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

24. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs

(including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

25. Time is of the essence in all respects under this agreement.

26. Failure of the CRA to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CRA's right to enforce or exercise said right(s) at any time thereafter.

27. The Independent Contractor shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CRA all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

SIGNATURES ON FOLLOWING PAGE

AGREEMENT WITH THE RIVIERA BEACH COMMUNITY REDEVELOPMENT
AGENCY AND CONSTANT COMPUTING

IN WITNESS WHEREOF, the Parties unto this Agreement have set their
hands and seals on the day and date first written above.

ATTEST:

Tony D B

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Chairperson

Approved as to form and legal sufficiency:

By: [Signature]
J. Michael Haygood
General Counsel

ATTEST:
[Signature]

CONSULTANT

Constant Computing, LLC

By: [Signature]

Name: Michael DePastino

Title: Owner

EXHIBIT A

Constant Computing

Scope of Work

All work activities performed by the Independent Contractor for the CRA are at the request of Riviera Beach Community Redevelopment Agency (CRA) management. No work is to be done without the prior approval of the CRA unless it is time-critical and obvious that the work needs to be done. Any such time critical or obvious work should be documented.

The CRA's Operations Manager and Public Information Officer shall serve as the Independent Contractor's primary contact person. Constant Computing will keep the CRA contact person informed of the status of assigned work. All resources needed for work (computers, network cable, equipment, etc.) are provided through the CRA. Exceptions are approved in advance.

Constant Computing will submit an invoice containing supporting documentation for requested and completed work and provide a summary of work done and work in progress.

The following services are provided under this agreement:

MAINTENANCE FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER :

- Break/Fix - as computers/equipment slow or stop working, diagnose and repair them. Coordinate with Dell (or other) Tech Support as needed. Work is coordinated through the CRA contact person.
- Monitor servers/network - periodically check server performance and system logs. Take action as needed. Evaluate and install system/security updates. Check anti-malware software status and performance.
- Monitor backups.
- Maintain network and network firewall. Maintain backups of firewall configurations.
- Set-up new/replacement Sprint or other phones.

- Maintain consulting area network connectivity.
- Maintain Clean and Safe Community Policing Program computer environment.
- Periodically survey the computing infrastructure health.
- Create and maintain a back-up manual with the Administrative Director.
- Miscellaneous work as requested.
- Remote and phone-based support

NEW CAPABILITIES FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER

- Plan, generate specifications, get quotes, assist purchases, and perform/manage process of installing computing infrastructure.
- Replace existing computers/network infrastructure - same process.
- Clean up computers that have been retired.
- Miscellaneous work as requested.

CONSULTATION FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER

- Coordinate with other technical vendors to ensure CRA's needs are met.
- Advise on technology purchases.
- Advise on using technology in business.
- Advise on process.
- Be a resource for onsite technical person.

VALUE ADDED SERVICES (VAS) FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER

- Network Monitoring – technical monitoring through the use of monitoring tools to evaluate performance and health of IT resources.
- Backup Services – provide backup solutions including cloud backup service, hybrid cloud backup service, and disaster recovery options.
- Email Security and Services – provide email services including transport/delivery of email, security filtering, SPAM filtering, and email archiving solutions.
- Antivirus Service.
- Web Protection – protect network from malware, phishing, proxies, and botnet attacks though content filtering/web protection services.

- Network Security/Compliance Audits – perform audits of network and IT resources utilizing industry accepted benchmarks and standards. Assist in creating and performing remediation schedules.

NOTES

Constant Computing recommended services are subject to CRA approval and may be scaled back or not performed due to a variety of reasons including budget/time constraints and/or management preferences. The CRA assumes the consequences of these decisions. Constant Computing has limited latitude in committing resources to resolve issues and will inform and seek guidance from the CRA contact person when the time or resources being spent is likely to exceed a reasonable amount.

Riviera Beach Community Redevelopment Agency

JUSTIFICATION FOR SOLE SOURCE PURCHASE

This questionnaire has been designed to assist staff in relating information necessary for the submission and review of sole source/sole brand purchase requisitions.

The Executive Director or authorized purchasing representative must provide the following information. If more space is needed, please attach additional page(s).

1. A description of the proposed purchase and the benefit of the purchase to the Agency.

We recommend signing a Professional Services Contract with Constant Computing, LLC. to provide Information Technology consulting and related services. Doing so would ensure that the same competent vendor with a demonstrated high level of service would be responsible for a wide variety of technical and consulting issues as well as providing access to computer equipment at a very competitive price.

2. The reason why the requested product/service is the only product/service that meets Agency's requirements, and why competing products and/or services are not available. (Example: The products will be incorporated into existing equipment and use of competing equipment will void the product warranty.)

Constant Computing has developed the current IT infrastructure and to bring in a new company will disrupt the flow of the current process and jeopardize the consistency of reliable communication and electronic flow of information. While the CRA is a relatively small office, we have a wide variety of technology requirements. These include but are not limited to set up and maintenance of: three Servers at different locations that communicate to each other, Virtual Servers, Emails, Gradiance Attendance Software, Sprint phones, remote email access methods, wireless technology, website technologies, QuickBooks Enterprise accounting, Antivirus software, backup and disaster recovery, etc. The CRA also occasionally requires assistance in evaluating other technologies for office implementation including phone systems, multifunction copiers, and "cloud" based services (backup, collaboration, etc.). Increasingly, these systems interact with each other, the IT infrastructure, affect business processes, and thus, require expertise in all technical and business areas. This is especially true when trying to resolve issues involving multiple vendors or technologies.


To minimize expenditures, both capital and ongoing maintenance, it is highly beneficial to use the same competent vendor to ensure seamless responsibility and accountability.

3. The reason why only the requested vendor can provide the product and/or service(s). (Example: Service directly from the manufacturer is required to prevent voiding the current warranty.)

Constant Computing has demonstrated that they have the needed wide variety of technical and business skills to address individual issues as well as provide broad guidance based on the

overall environment. Through their individual business experience and corporate experience with other clients in many fields, they bring best practices and many "lessons learned" to the CRA environment. Issues are handled correctly the first time with minimal time spent and at a very attractive cost. They are particularly good at resolving integration issues between multiple vendors as their experience is broad and they understand how things can and need to work together.

Constant Computing has also demonstrated a very high level of service and offers unusually good availability after hours and on weekends and does not charge a premium for this.

_____
Executive Director/Agency's Authorized Signature

RESOLUTION NO. 2016-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE PROFESSIONAL SERVICE AGREEMENT WITH CONSTANT COMPUTING, LLC ("CONSULTANT") TO PROVIDE PROFESSIONAL INFORMATION TECHNOLOGY SERVICES; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Agency desires Consultant to provide certain professional services for information technology services (the "Project") and the Consultant desires to provide such professional services to the Agency pursuant to the terms of the Agreement; and

WHEREAS, the Consultant was previously selected through a competitive process by the Executive Director, pursuant to the Agency's Procurement Code, to provide informational technology services; and

WHEREAS, because of the uniqueness of the service, existing programming, and extensive investment of equipment, the Agency has documented the need for these services through a Sole Source procurement process and selected the Consultant to continue to provide these services; and

WHEREAS, the Consultant and the Agency desire to enter into a new agreement through the fiscal year 2016-2017 for a total annual compensation not to exceed Forty Thousand Dollars (\$40,000) for fiscal year 2015-2016 and Sixty Thousand Dollars (\$60,000) for fiscal year 2016-2017 upon the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency hereby approves the Professional Service Agreement attached hereto as Exhibit "A" with Constant Computing, LLC for professional informational technology services.

SECTION 2. The Chair and Executive Director are hereby authorized and directed to prepare, execute and attest, respectively, the Professional Service Agreement by and between the Riviera Community Redevelopment Agency and Constant Computing, LLC attached hereto as Exhibit "A".

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of June, 2016.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: Terence Davis
Name: Terence Davis
Title: Chairperson

ATTEST:

Tony D. Pardo
Executive Director

MOTION BY:

Miller-Anderson

SECONDED BY:

Davis Johnson

Approved as to form and legal
sufficiency

J. Michael Haygood

Date 6/6/2016

J. Michael Haygood, PA
General Counsel to CRA

D. PARDO

T. DAVIS

L. HUBBARD

T. DAVIS JOHNSON

K. MILLER-ANDERSON

AVE
AVE
AVE
AVE
NAY

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: MARINA VILLAGE EVENTS PROGRAM - PRESENTATION

Recommendation/Motion: PRESENTATION

Originating Dept	EVENT CENTER MANAGER	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

SEE ATTACHED

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
RBCRA_Signature_EventS.pdf	EVENT PROGRAM PRESENTATION	9/21/2017	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/21/2017 - 4:34 PM
CRA Internal Review	Evans, Scott	Approved	9/21/2017 - 4:35 PM



COMMUNITY REDEVELOPMENT AGENCY PRESENTS

MARINA EVENT CENTER SIGNATURE EVENTS



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RIVIERA MARKET AT THE MARINA

RE-LAUNCH OF MARINA VILLAGE GREEN MARKET

MARINA VILLAGE PROMENADE

GRAND OPENING: OCTOBER 15, 2017

SUNDAY'S: 9:00 A.M. — 4:00 P.M.

TARGET AUDIENCE

FAMILY FRIENDLY

AGE DEMOGRAPHIC: ALL AGES

POTENTIAL ATTENDEES: 300 — 500

MEDIA, VENDORS, CITY AFFILIATES,
POTENTIAL PARTNERS

EVENT DESCRIPTION

➤ *THE CRA IS EXCITED TO RE-LAUNCH THE RIVIERA MARKET AT THE MARINA!* HEALTHY LIFESTYLES AND ORGANIC SHOPPING IS CONQUERING THE MARKET. THIS HEAVILY ANTICIPATED RE-LAUNCH WILL PROVIDE A FRESH LOOK TO MARINA VILLAGE EVERY SUNDAY MORNING.

➤ COMPARABLE EVENTS:

- WEST PALM BEACH GREEN MARKET
- PALM BEACH GARDENS GREEN MARKET
- WELLINGTON GREEN MARKET

CHILDREN'S ACTIVITIES

MIMOSAS

LIVE ENTERTAINMENT

MARKETING AND ADVERTISING APPROACH

Dates of Advertisement

- September 22, First Social Media Announcement
- September 23, Letter of Interest and Application Palm Beach Post Announcement
- September 27, 2017 TV18 Broadcasts
Application available to the public via website

Date of Review

- Ongoing Review & Evaluate Vendor Application Submissions

Vendor Outreach

- October 9, Outreach to participating vendors and service providers



MARINA MOVIE DAZE!

MOVIE NIGHT AT THE MARINA

BICENTENNIAL PARK

OCTOBER 2017– APRIL 2018

THIRD FRIDAY OF EACH MONTH

TIME OF EVENT: 8:00 P.M. – 10:00 P.M.

TARGET AUDIENCE

FAMILY FRIENDLY

POTENTIAL ATTENDEES: 100 – 300

EVENT DESCRIPTION

➤ ***MARINA MOVIE DAZE!*** WILL ENCOURAGE FAMILY BONDING WITHIN OUR COMMUNITY. THIS EVENT WILL ALLOW FAMILIES TO VIEW POPULAR MOVIES AT NO COST. FAMILIES WILL BE ALLOWED TO BRING THEIR LAWN CHAIRS OR SIMPLY A BLANKET TO ENJOY A COMFORTABLE MOVIE EXPERIENCE.

➤ COMPARABLE EVENTS:

- WEST PALM BEACH: SCREEN ON THE GREEN
- BOCA RATON: CINEMA IN THE PARK
- ORLANDO: MOVIEOLA AT LAKE EOLA



POTENTIAL SPONSORSHIPS & PARTNERSHIPS



MARKETING AND ADVERTISING APPROACH

Dates of Advertisement

- September 29, First Social Media Announcement
- September 29 Palm Beach Post Announcement
- October 2 Movie dates available to the public via website

Date of Review

- October 9, Review Service Provider Contracts and Concession Stand Purchases

Vendor Outreach

- October 9
Movie Screen Service provider test run



FOOD TRUCK FRIDAY'S

MONTHLY FOOD TRUCK SHOWCASE

MARINA EVENT CENTER

EVERY SECOND FRIDAY OF THE MONTH

TIME OF EVENT: 6:00 P.M. – 9:00 P.M.

TARGET AUDIENCE

FAMILY FRIENDLY EVENT

POTENTIAL ATTENDEES: 300 – 500

EVENT DESCRIPTION

➤ *FOOD TRUCK INVASION WILL
PROVIDE A VARIETY OF
CULTURAL FOOD.*

LIVE ENTERTAINMENT
CHILDREN ACTIVITIES
TASTE CHALLENGES
CHILI COOK OFF COMPETITION

➤ COMPARABLE EVENTS:

- BOCA
- WELLINGTON
- WEST PALM BEACH
- JUPITER

POTENTIAL SPONSORSHIPS & PARTNERSHIPS



MARKETING AND ADVERTISING APPROACH

Dates of Advertisement

- October 11, First Social Media Announcement
- October 16 Palm Beach Post Announcement
- November 4, 2017 Application available to the public via website

Date of Review

- February 1, Review & Evaluate Letters of Interest

Vendor Outreach

- February 5
Outreach to participating vendors and service providers



SUNSET JAZZ AT THE PARK

ANNUAL MUSIC CONCERT EVENT

BICENTENNIAL PARK

FEBRUARY 24, 2018

TIME OF EVENT: 6:00 P.M. – 11:00 P.M.

TARGET AUDIENCE

“ADULT NIGHT OUT”

POTENTIAL ATTENDEES : 1,000 – 2,000

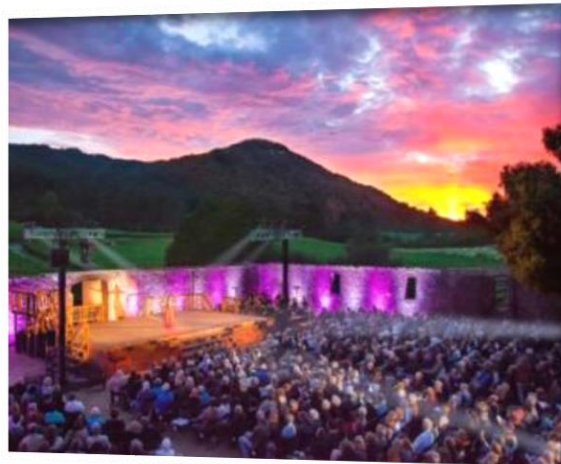
AGE DEMOGRAPHIC: 25 & UP

MEDIA, VENDORS, CITY AFFILIATES AND
ASSOCIATES, POTENTIAL PARTNERS

EVENT DESCRIPTION

➤ *SUNSET JAZZ AT THE PARK*

WILL SHOWCASE LOCAL JAZZ AND RHYTHM AND BLUES TALENT AS WELL AS A FEATURE RENOWNED BAND. THE CREATION OF AN UNFORGETTABLE MUSICAL EXPERIENCE. THIS EVENT WILL SET A BUSINESS STANDARD FOR THE TYPE OF PERSPECTIVE CLIENTS WE WOULD LIKE TO ATTRACT.



➤ INSPIRING EVENTS:

- MIAMI: JAZZ IN THE GARDENS
- WEST PALM BEACH : SUNFEST



SUNSET JAZZ AT THE PARK

SUB-EXPERIENCES

- 5 Food Truck Vendors
- 2 Bar Truck Vendors
- Premiered Private V.I.P
- Famous Jazz Impersonators:
Miles Davis, Billie Holiday
Louie Armstrong



POTENTIAL SPONSORSHIPS & PARTNERSHIPS



MARKETING AND ADVERTISING APPROACH

Dates of Advertisement

- November 13 TV 18 Broadcasts
- November 13 Website Posting of Letter of Interest and Vendor Service Providers
- November 27 First Social Media Post

Date of Review

- December 11 Process and Review Application Submissions

Vendor Outreach

- January 11 Outreach to Participating and Approval of Service



MARINA VILLAGE WEDDING EXPO

SPRING AND FALL WEDDING EXPO

BICENTENNIAL PARK – EVENT CENTER

SPRING SHOW: WEDNESDAY, MARCH 14, 2018

FALL SHOW: WEDNESDAY, SEPTEMBER 12, 2018

TIME OF EVENT : 3:30 P.M. – 7:30 P.M.

TARGET AUDIENCE

FAMILY FRIENDLY

AGE DEMOGRAPHIC: ALL AGES

POTENTIAL ATTENDEES: 1000 – 2000

MEDIA, VENDORS, CITY AFFILIATES, POTENTIAL
PARTNERS

EVENT DESCRIPTION

➤ *MARINA WEDDING EXPO WILL CATER TO MORE THAN JUST THE PALM BEACH BRIDEZILLA, THIS EVENT AIMS TO HELP GAIN THE FACILITY EXPOSURE.*

CATERING DEMONSTRATIONS

BRIDAL FASHION SHOW

LIVE ENTERTAINMENT

EVENT CENTER TOURS

➤ COMPARABLE EVENTS:

- SOUTH FLORIDA FAIRGROUNDS: BRIDAL SHOW EXTRAVAGANZA
- PALM BEACH WEDDING EXPO



POTENTIAL SPONSORSHIPS



MARKETING AND ADVERTISING APPROACH

Dates of Advertisement

- October 11, First Social Media Announcement
- October 16 Palm Beach Post Announcement
- November 4, 2017 Application available to the public via website

Date of Review

- February 1, Review & Evaluate Letters of Interest

Vendor Outreach

- February 5 Outreach to participating vendors and service providers



HEALTH FAIR

ANNUAL OUTDOOR HEALTH SYMPOSIUM

BICENTENNIAL PARK

MARCH 24, 2018

TIME OF EVENT: 10:00 A.M.— 2:00 P.M.

TARGET AUDIENCE

FAMILY FRIENDLY

POTENTIAL ATTENDEES : 200

AGE DEMOGRAPHIC: ALL AGES

MEDIA, VENDORS, CITY AFFILIATES,
POTENTIAL PARTNERS

EVENT DESCRIPTION

➤ ***MARINA OUTDOOR HEALTH SYMPOSIUM*** WILL SHOWCASE A DIVERSE CHOICE OF HEALTHY LIVING OPTIONS FOR OUR COMMUNITY. IT WILL EDUCATE, EMPOWER AND ENGAGE ATTENDEES WITH VARIOUS TYPES OF EXERCISES, FOOD CHOICES, AND HEALTH RESOURCES.

- COMPARABLE EVENTS:
- SOUTH FLORIDA SCIENCE CENTER: HEALTH & WELLNESS EXPO
 - POMPANO BEACH: FAMILY HEALTH AND COMMUNITY FESTIVAL
 - WEST PALM BEACH CBS 12 HEALTH AWARENESS EXPERIENCE



HEALTH FAIR

SUB-EXPERIENCES

- FUN ACTIVITIES
- FREE HEALTH SCREENINGS
- HEALTHY COOKING DEMONSTRATIONS
- HEALTH VENDORS
- FIRE RESCUE DEMONSTRATION
- CPR TRAININGS
- HEALTHY CONCESSIONS



POTENTIAL SPONSORSHIPS & PARTNERSHIPS



MARKETING AND ADVERTISING APPROACH

Dates of Advertisement

- October 11, First Social Media Announcement
- October 16 Palm Beach Post Announcement
- November 4, 2017 Application available to the public via website

Date of Review

- February 1, Review & Evaluate Letters of Interest

Vendor Outreach

- February 5
Outreach to participating vendors and service providers



FAMILY DAY AT THE PARK

BACK TO SCHOOL ANNUAL EVENT

BICENTENNIAL PARK

AUGUST 2018

TIME OF EVENT: 10:00 A.M. – 4:00 P.M.

TARGET AUDIENCE

FAMILY FRIENDLY

AGE DEMOGRAPHIC: ALL AGES

POTENTIAL ATTENDEES 300 – 500

EVENT DESCRIPTION

➤ ***FAMILY DAY AT THE PARK*** WILL PROVIDE THE COMMUNITY WITH BACK TO SCHOOL SUPPLIES, SCHOOL SAFETY INFORMATIONAL AND LATE REGISTRATION OPPORTUNITIES.

FIRE RESCUE DEMONSTRATION

FUN ACTIVITIES

CONCESSIONS

➤ COMPARABLE EVENTS:

- CITY PLACE: FAMILY FUN FEST
- SOUTH FLORIDA FAIRGROUNDS: FAMILY FUNFEST
- LION COUNTRY SAFARI: PALM BEACH FAMILY FUN DAY



POTENTIAL SPONSORSHIPS & PARTNERSHIPS



MARKETING AND ADVERTISING APPROACH

Dates of Advertisement

- February 19, First Social Media Announcement
- February 19 Palm Beach Post Announcement
- February 22 Sponsorship letters mailed and Letter of Interest available to the public via website

Date of Review

- Ongoing Social Media Post
- March 26 Review & Evaluate Letters of Interest

Vendor Outreach

- March 30
Outreach to participating vendors and service providers



COMMUNITY REDEVELOPMENT AGENCY SIGNATURE EVENTS CLOSING

➤ QUESTIONS AND ANSWERS

➤ FEEDBACK

**CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF
COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 9/27/2017

Agenda Category:

Subject: UPDATE ON TONY'S SUBS - BLUE LAGOON PLAZA REDEVELOPMENT PROJECT

Recommendation/Motion: DISCUSSION

Originating Dept	INTERIM EXECUTIVE DIRECTOR	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

THE AGENCY IS IN THE PROCESS OF NEGOTIATING A DEVELOPMENT CONTRACT AND GRANT AGREEMENT WITH TONY'S SUBS FOR THE BLUE LAGOON PLAZA PROJECT LOCATED AT BLUE HERON AND AVENUE F. THE PROJECT DESIGN HAS BEEN DEVELOPED AND ENHANCED TO MEET THE EXPECTATIONS OF THE BOARD FOR AN OUTSTANDING SMALL COMMERCIAL PROJECT THAT WILL ESTABLISH A NEW STANDARD FOR BLUE HERON BOULEVARD. THE DISCUSSION WILL INCLUDE PRESENTATION OF THE NEW PROJECT RENDERINGS, AND GATHER BOARD FEEDBACK ON SOME OF THE POTENTIAL ITEMS THAT WILL BE INCLUDED IN THE DEVELOPMENT AGREEMENT.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	9/21/2017 - 3:52 PM
CRA Internal Review	Evans, Scott	Approved	9/21/2017 - 3:53 PM