CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
SPECIAL CITY COUNCIL MEETING MINUTES
MUNICIPAL COMPLEX COUNCIL CHAMBERS
TUESDAY, AUGUST 11, 2015 AT 5:00 P.M.

(The following may contain unintelligible or misunderstood words due to the recording quality.)

CALL TO ORDER

CHAIRPERSON PARDO: Welcome, everyone, to the City of Riviera Beach. Right now we have a Special City Council Meeting. Madam Clerk, roll call, please.

ROLL CALL

CITY CLERK ANTHONY: Mayor Thomas Masters? Chairperson Dawn Pardo?

CHAIRPERSON PARDO: Present.

CITY CLERK ANTHONY: Chair Pro Tem Terence Davis?

CHAIR PRO TEM DAVIS: Here.

CITY CLERK ANTHONY: Councilperson Bruce Guyton? Councilperson KaShamba Miller?

COUNCILPERSON MILLER: Here.

CITY CLERK ANTHONY: Councilperson Cedrick Thomas? City Manager Ruth Jones?

CITY MANAGER JONES: Present.

CITY CLERK ANTHONY: City Clerk Claudene Anthony is present. City Attorney Pamala Ryan?

CITY ATTORNEY RYAN: Present.

CHAIRPERSON PARDO: Thank you. I'd like to invite everyone to stand for a moment of silence followed by the Pledge.

INVOCATION

PLEDGE OF ALLEGIANCE

(Everyone stood for a Moment of Silence followed by the Pledge of Allegiance).

CHAIRPERSON PARDO: Okay. Miss Jones, do we have any additions, deletions or substitutions to this agenda?

CITY MANAGER JONES: No, Madam Chair.

CHAIRPERSON PARDO: Thank you. Do we have a motion to accept the agenda?

CHAIR PRO TEM DAVIS: So moved.

CHAIRPERSON PARDO: Is there a second? Is there a second?

COUNCILPERSON MILLER: Yes. Second.

CHAIRPERSON PARDO: Madam Clerk?

CITY CLERK ANTHONY: Councilperson Miller?

COUNCILPERSON MILLER: Yes.

CITY CLERK ANTHONY: Pro Tem Davis?

CHAIR PRO TEM DAVIS: Yes.

CITY CLERK ANTHONY: Chair Pardo?

CHAIRPERSON PARDO: Yes.

CITY CLERK ANTHONY: Unanimous vote.

CHAIRPERSON PARDO: Thank you. Item 1.

REGULAR

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING A $50,000 GRANT TO THE RIVIERA BEACH HOUSING AUTHORITY TO PROVIDE FINANCIAL ASSISTANCE FOR NON-ELIGIBLE COSTS UNDER THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) PUBLIC HOUSING CAPITAL PROGRAM, REPLACEMENT HOUSING FACTOR FUNDS (RHF) TO THE HOUSING AUTHORITY IN ACQUIRING THE EXISTING APARTMENT COMPLEX KNOWN AS THE BLUE HERON APARTMENTS LOCATED AT 1500-1596 WEST BLUE HERON BOULEVARD, RIVIERA BEACH, FLORIDA 33404 (PCN: 56-43-42-29-04-005-0010) TO INCREASE THE AFFORDABLE HOUSING IN THE CITY FOR HOUSEHOLDS WITH INCOME NOT GREATER THAN 80% OF THE AREA MEDIAN INCOME; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE FUNDS FOR THE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

CHAIRPERSON PARDO: Is there a motion?

CITY CLERK ANTHONY: So moved.

CHAIRPERSON PARDO: Is there a second?

COUNCILPERSON MILLER: I'll second it but I have some issues with this right now.

CHAIRPERSON PARDO: Okay. Properly moved and second. I have a question before we go any further, before I turn this over to either the manager or the attorney: How come we received this 10 minutes ago?

COUNCILPERSON MILLER: Exactly. That's my concern.

CHAIRPERSON PARDO: You know, I can read fairly quickly --

COUNCILPERSON MILLER: But --

CHAIRPERSON PARDO: -- but I can't read this document --

COUNCILPERSON MILLER: No.

CHAIRPERSON PARDO: -- in 10 minutes.

COUNCILPERSON MILLER: No. I can't, either.

CHAIRPERSON PARDO: So can someone tell me what's going on with it?

CITY ATTORNEY RYAN: Okay. Madam Chair, when council asked us to, on Wednesday night -- to come up with an agreement to facilitate the grant of $50,000, I did advise council that you would most likely not get this documentation in advance, because there was a lot of information that staff needed to review to make sure that it came before you appropriately. We have been in constant contact with Mr. Hurt. Miss McKinney and I and her staff have worked on this directly.

We received -- the manager received the capital -- not the capital plan, the management plan and the capital plan that was asked by Mr. Guyton Friday afternoon and along with a proposed grant agreement and staff went through the documentation. We had more questions of Mr. Hurt and asked for more documentation, which he provided, which assisted us in doing the agenda item, the grant agreement. I mean, the resolution, as you can see, is quite thorough. And the agreement basically outlines the -- what they're doing, what they're trying to do with HUD in purchasing the property, and it provides that they have to give us a copy of the purchase agreement. They provided us with a portion of it but we'll get the rest of it. And they've given us -- if you look on page 2, section 1.3, they had to provide us with the federal description of the replacement housing factor funding. You all have to do your due diligence. We have to make sure that we understand what's going on with the grant, and they've provided us with that information. And they've given us this afternoon the sources and uses statement identifying all of the financial sources available to assure completion of the project.

So what the agreement does is it talks about the things that they need to provide to us, and it says that we will give them the $50,000 to be placed in escrow with their attorney. It's my understanding that they need to have control of the dollars. And the agreement provides that if the entire transaction does not go through, then the money will return -- it has to return to the City within 90 days. Mr. Hurt and I negotiated those, you know -- some of those things this afternoon. But it just -- it takes time to -- for -- to get these documents together. And you know, it's not -- as I said, you have a very detailed resolution. You have a detailed grant agreement, and you have a background summary with a lot of attachments that staff had to talk about and digest so that we would have a better understanding of what we're doing today. So you know, it's here for your consideration in the time frame that -- that staff was able to turn around, along with the Housing Authority to get it to this point.

CHAIR PRO TEM DAVIS: Madam Chair? Miss Ryan, you made a statement that this information was given to us -- well, to staff, that there was more questions asked. What those questions were?

CITY ATTORNEY RYAN: Oh, wow. I'd have to look at my e-mail. We asked -- in particular the documentation that was submitted did not state why they needed the $50,000 in -- the $50,000 from a non -- it's worded a certain way. A non --

CITY MANAGER JONES: Government.

CITY ATTORNEY RYAN: No, not government, but I think it had to be a nonfederal -- and I know Mr. Hurt is here 'cause I -- I'm sure I'm going to need his help on some of this. But he stated that he needed that money in a non-HUD way and we wanted to see the documentation --

CHAIR PRO TEM DAVIS: Okay.

CITY ATTORNEY RYAN: -- that stated that so that we could say that in --

CHAIR PRO TEM DAVIS: Like, the HUD guidelines and --

CITY ATTORNEY RYAN: -- ourselves and our -- and the resolution and in the agreement. And he provided document -- it's a lot. And he provided me with the -- the -- the federal statute that governs HUD and -- and this process. So I do not pretend to understand it as well as Mr. Hurt, but I have a much more comfortable -- having received some of that documentation, as is Community Development.

CHAIR PRO TEM DAVIS: So when was the document -- documentation provided to you? Was it Friday?

CITY ATTORNEY RYAN: The initial documentation was Friday afternoon. The other documentation was yesterday.

CHAIR PRO TEM DAVIS: Oh, yesterday.

CITY ATTORNEY RYAN: Well, actually, was it today?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Today.

CITY ATTORNEY RYAN: It was today.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yesterday (inaudible).

CITY ATTORNEY RYAN: Okay.

CHAIR PRO TEM DAVIS: So -- so you needed more backup to verify the guidelines for the process to which we go about what you originally presented on Friday?

CITY ATTORNEY RYAN: Well, I needed more -- we needed more information than what was presented to us.

CHAIR PRO TEM DAVIS: That's -- yes.

CITY ATTORNEY RYAN: Yes.

CHAIR PRO TEM DAVIS: Basically, yes.

CITY ATTORNEY RYAN: Yes.

CHAIR PRO TEM DAVIS: Okay. So let me ask you another question. As far as it becomes to the City's side, what's on this side that protects us?

CITY ATTORNEY RYAN: Right. Well, basically, as that's --

CHAIR PRO TEM DAVIS: I have to make sure. I mean, 'cause right now --

CITY ATTORNEY RYAN: Sure.

CHAIR PRO TEM DAVIS: -- the -- the --

CITY ATTORNEY RYAN: In section --

CHAIR PRO TEM DAVIS: Yeah.

CITY ATTORNEY RYAN: -- in section 1.2 under use of grant funds in the agreement --

CHAIR PRO TEM DAVIS: Yes, ma'am.

CITY ATTORNEY RYAN: -- it states that -- we talk about how they will use the grant funds, and it states that, "The Authorities shall not use the grant funds for any other purpose, and if any portion of the grant is not used for the designated purpose, then said remainder shall be returned to the City."

CHAIR PRO TEM DAVIS: Uh-huh.

CITY ATTORNEY RYAN: "Should the Authority fail to acquire the property for the project in accordance with the purchasing contract --"

CHAIR PRO TEM DAVIS: Uh-huh.

CITY ATTORNEY RYAN: They have a purchasing agreement and it could, you know -- I didn't put a specific date in here because they may get an extension.

CHAIR PRO TEM DAVIS: Uh-huh.

CITY ATTORNEY RYAN: So I didn't want to tie them down on a date. But for any reason they don't acquire the property, "The Authority agrees to repay the City the grant within 90 days of the purchasing contract termination."

CHAIR PRO TEM DAVIS: Oh, the termination.

CITY ATTORNEY RYAN: And we thought that was adequate enough to protect the City's funds.

CHAIR PRO TEM DAVIS: So up until Friday -- I just want to make sure I keep -- stay on tune here. Everything was submitted for -- by Friday, before the weekend. But then we needed some more extensive backup to show how did it get to their commitment and what are the guidelines from the federal side or oversight? Is that what it is?

CITY ATTORNEY RYAN: That was part of it. But we also had to work on the agreement, and I had to meet with staff to talk about the different portions of this.

CHAIR PRO TEM DAVIS: So who was all in this staff meeting?

CITY ATTORNEY RYAN: Miss McKinney.

CHAIR PRO TEM DAVIS: Uh-huh.

CITY ATTORNEY RYAN: Myself and Mr. Spradley, who works with Miss McKinney.

CHAIR PRO TEM DAVIS: That's it?

CITY ATTORNEY RYAN: That's it.

CHAIR PRO TEM DAVIS: Okay. All right. (Inaudible).

CITY ATTORNEY RYAN: We were the three people working on this item.

CHAIR PRO TEM DAVIS: Okay.

CHAIRPERSON PARDO: Okay. So since we received this item, you know, this backup, the entire document right before the meeting started, can you at least tell us what's in the document and -- you know, I'm not comfortable with this.

COUNCILPERSON MILLER: I'm -- no, no, no.

CHAIRPERSON PARDO: I like doing my homework and reading everything. So who wants to tell us what the document says?

CITY ATTORNEY RYAN: Well, I think did the -- I assume that the council got a copy of the information on Friday?

COUNCILPERSON GUYTON: No, we did not.

CHAIRPERSON PARDO: No. We -- no. We didn't get anything.

COUNCILPERSON GUYTON: And I would like to know why we didn't.

CITY MANAGER JONES: The management plan and the capital improvement plan was submitted by Mr. Hurt on Friday. The agreement was in draft form that was being worked on. And I just, this morning, asked staff if we had sent it. They said no and then that's when I e-mailed it to you.

COUNCILPERSON GUYTON: Well, actually, Miss Jones, you -- you forgot to mention I sent you an e-mail requesting it, too, this afternoon.

CITY MANAGER JONES: Yeah. They were almost simultaneous. Yes, sir. Yes, you did, sir.

COUNCILPERSON GUYTON: Okay. So -- but why didn't we get the management -- not the agreement. I still didn't get a clear answer -- the management plan and the funding plan without the agreement?

CITY MANAGER JONES: It was an oversight on my part. 'Cause it came in at 5:05 and I just didn't do e-mails that evening to send it.

COUNCILPERSON GUYTON: I'm not really comfortable with that answer but I'll deal with that later. Madam Chair, may I ask Mr. Hunt a question?

CHAIRPERSON PARDO: Yes. Sir?

COUNCILPERSON GUYTON: Oh, I'm sorry. Mr. Hurt. I'm sorry.

CHAIRPERSON PARDO: Right. Wait. For the record, just state your name, please.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes, I'm John Hurt, the Executive Director of the Riviera Beach Housing Authority.

CHAIRPERSON PARDO: Good evening.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Good evening, council members.

CHAIRPERSON PARDO: Good evening.

COUNCILPERSON GUYTON: Thank you. Mr. Hurt, I know that you're up against a -- a deadline. What is it that you have to show them to meet the requirements that would verify that you have access to the funds? What type of documentation and when is it due and who do you have to submit it to?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: We were going to use this one -- these funds, as I tried to communicate to staff during this process, to put in an escrow account, particularly for the escrow deposit for the purchase of the building. Our contingency on that was that we had to have those funds in 45 days after execution of the contract, and we're bumping up against that time now.

COUNCILPERSON GUYTON: Have you -- so apparently you've executed the contract?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: That's correct. We do have a contract. That's one of the contingencies we asked for, a delay in providing the escrow deposit for the contract. We've been negotiating with this owner for over a year. We had a previous contract that expired, and so under the new contract that was one of the contingencies.

COUNCILPERSON GUYTON: So when was the last contract executed that triggered this last 45 days? You say you had one that expired?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yeah. One that expired. This new contract that we entered into, we entered into at the end of June. I don't have it in front of me. I apologize. I thought I brought the front cover with me that's in your packet. But that -- that -- we had --

COUNCILPERSON GUYTON: Well -- well, do -- have you been counting the days? Do you know how many days since the contract and that -- that's what I'm trying to tell.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes. It was about June the 30th after -- when both the seller and the buyer purchased it. Okay? So if -- counting the 45 days, we're bumping up against that time.

COUNCILPERSON GUYTON: Okay. So what do you have to show them, a -- an escrow statement, or what is it that you have to provide to them? That was my question.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: I have to -- no, I communicated with their attorney today, Robert Schwartz, and we have to verify that funds are in our escrow account to him.

COUNCILPERSON GUYTON: Yes.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: And the seller.

COUNCILPERSON GUYTON: Did you all discuss what type of verification would suffice? That's my question.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Oh, I apologize. I would -- I would send him an e-mail notifying him and -- and a copy of the deposit slip.

COUNCILPERSON GUYTON: Okay. I wish we had the exact days. 'Cause I wanted more time to adequately review the plan and review the funding source and the agreement. Staff apparently did not provide that to us over the weekend, which I would have loved to have had because I do work on the weekends. And that would have given me time to review it. But what I don't want to do is compromise this deal because of a staff error. And so I'm -- I'm just -- I don't know. I'm just a little perplexed now.

CHAIRPERSON PARDO: Okay. Well, I have a question for you.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes, ma'am.

CHAIRPERSON PARDO: At the meeting last week you kept throwing out October dates. I believe you threw out October 29th and another October date. And you said at the time that you needed everything in place by then.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes. If I may clarify that for you --

CHAIRPERSON PARDO: Please do.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- Chair, the dates that I had talked about were September the 8th and October the 29th. Those were dates by which we must have our replacement housing funds obligated under the HUD regulations. In order for us to obligate the funds, we have to submit a disposition application to HUD which would include the sales agreement and all of the terms.

CHAIRPERSON PARDO: Okay.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: So that's to encumber the funds we're using

CHAIRPERSON PARDO: Okay. So those were the two dates. Okay. And then Miss Ryan?

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON PARDO: Hold on one second, please. Miss Ryan, so the contract that he was just talking about with the -- you know, with the apartment building, is that attached, also? Do we have that contract?

CITY ATTORNEY RYAN: That's the one document that we still do not have.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: I -- I forwarded page 1 of the contract -- of --

CHAIRPERSON PARDO: No.

CITY ATTORNEY RYAN: Right. No, I have the first one.

CHAIRPERSON PARDO: Right. What about the rest of the contract?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- of the -- our contract.

CHAIRPERSON PARDO: So did you --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Well, I did --

CHAIRPERSON PARDO: -- you didn't -- you didn't -- did you ask for it?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- part --

CITY ATTORNEY RYAN: Yeah. I'm pretty sure I asked for it. It's in the -- one of the things that's in the agreement states that, "Authority has provided the City with a copy of the executed purchase contract identifying the purchase price and financing -- financing sources for the project."

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yeah. And when I forward documentation to Attorney Ryan, I just forwarded the first page of our contract agreement. It's a voluminous agreement. I didn't know there was a need to have the entire agreement. If the -- the council wants the entire agreement, that's not a problem in providing the agreement. I didn't -- I think the question, as I understood it, was to verify what the purchase price was and the fundings used for the purchase, which was all delineated on the first page of the commercial contract that we have with the seller.

CHAIRPERSON PARDO: Okay. So there would be no reason for you to look at that contract?

CITY ATTORNEY RYAN: Well, we should have it. And also, Mr. Hurt, that was in the -- that was in the agreement that you sent to me, and I was very pleased that you -- I didn't have to ask you for it. You sent me the agreement that had that language already in it. So I thought it was forthcoming. I mean, how --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: I -- not --

CITY ATTORNEY RYAN: -- I just think we should have --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- not a problem, Attorney Ryan.

CITY ATTORNEY RYAN: Yeah. I just think we should --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: We -- we -- we can forward the entire contract with all the --

CITY ATTORNEY RYAN: Right. But --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- addendums to it.

CITY ATTORNEY RYAN: Right. Well, and passing this resolution does not depend upon having those documents. And we -- if you look at the resolution, it just says that before the -- the money is transferred over, that they will provide us with the information. Because we were

in such a tight time crunch, we -- we did not want to say that it had to be attached to the resolution.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: That's -- that's --

CITY ATTORNEY RYAN: And made a part of it. So I just thought that's something that we can get at another time. You know, Mr. Hurt is right. The -- the -- a lot of the information is on the first page. But it's not the executed contract as the agreement provides.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Right.

CHAIRPERSON PARDO: Okay.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: But --

CHAIRPERSON PARDO: And then, you know -- and then again, you know, so you're talking about all of this, but we haven't had time to read it. So you know, I apologize if you think the questions that I'm asking, you know, aren't relevant but to --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: It's -- it's not a problem.

CHAIRPERSON PARDO: No, I'm not talking to you, sir. Thank you.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: I -- I -- yes, ma'am.

CHAIRPERSON PARDO: You know, that they're not relevant. They are relevant to me because I haven't looked at the document. And you're asking us to give someone money without reading this. And you know, I'm sorry. I can't. I can't.

COUNCILPERSON THOMAS: Mr. Chairman?

CHAIRPERSON PARDO: Yes, sir?

COUNCILPERSON THOMAS: Mr. Hurt, excuse me if you've already answered these questions. I -- I just needed to ask them for myself. This money -- first of all have you secured the loan that you are anticipating doing?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: We have a tentative loan commitment --

COUNCILPERSON THOMAS: What does "tentative" mean?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- from -- we have a draft commitment letter from the Florida Community Loan Fund. They're waiting on some documentation that we will get clear tonight at our board meeting on our co-developer on this acquisition. And they're just waiting for that to provide to their loan committee.

COUNCILPERSON THOMAS: That's fully funded? It's fully funded, is what you're saying? You have a draft or a tentative, in your own words, commitment?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: That's -- that's correct.

COUNCILPERSON THOMAS: Fully funded for the 3 million or whatever?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: 3.08 million.

COUNCILPERSON THOMAS: Okay. Well, let me ask you this: This money that you're asking for the City, is this down payment money?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: It's earnest money, yes, sir.

COUNCILPERSON THOMAS: Okay. So what happens if your loan doesn't close?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: We would be in jeopardy of losing earnest money if we don't meet all of the contingencies.

COUNCILPERSON THOMAS: Exactly.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: In the sale agreement --

COUNCILPERSON THOMAS: So we can -- we can actually give you this money, and you don't close and we lose our 50,000 and you don't have -- no. I want him to answer. And you don't have a way to pay that back to us. Correct?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: That possibility exists, Councilman.

COUNCILPERSON THOMAS: Well --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: However, number one, we feel we are going to close, given your participation in this grant. Number two, we understand the obligation that we would have to repay this if either, one, the deal doesn't go through, or two, it's lost. We understand that.

COUNCILPERSON THOMAS: How would you repay it if you need to come to us to get it from the beginning?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: We are in process of doing other things to raise nonfederal funds for the Housing Authority.

COUNCILPERSON THOMAS: Mr. Hurt, I heard you say at the last meeting that not only do you need this 50,000, you're also going to be coming to us for about 100,000 to --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: That's correct.

COUNCILPERSON THOMAS: So, I mean, my question is very valid, in my opinion, is if we give you this money, that you're going to have to render to the seller for earnest money. Basically they're saying, "I want $50,000 just so you don't waste my time. And if you can't close, then I keep your $50,000," which is not your $50,000; it's the City's $50,000. That we will not

have a chance to recoup because you're saying you need this project to just get an $80,000 cash flow -- $80,000 cash flow for your -- or profit for this entire project. So what would make us comfortable with knowing that we're giving you this money and we're going to have a chance at getting it back?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Well, you know, the Housing Authority is committed.

COUNCILPERSON THOMAS: To what?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: To repay the $50,000 if the contingency of the grant agreement is not made or otherwise.

COUNCILPERSON THOMAS: Okay. But can you tell me how you're going to do that? If it's not meant -- you don't get this project, you don't get this --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: I -- well, Councilman, I can't tell you exactly for the very reasons that you stated. I don't have the money right now. We're in process of doing other activities to get other nonfederal funds as we go forward. Okay? But the Housing Authority is there and it's -- be committed to pay -- repay if needed under the terms of the grant agreement and/or the terms of our purchase agreement.

COUNCILPERSON THOMAS: Okay. I understand. Let me just speak to my colleagues for a minute. I'm not sure if all of the board members are in place for this particular board. Are all the board members there current, or are they expired or do they need to be replaced or are they getting reappointed or do --

UNIDENTIFIED SPEAKER: Some expired.

COUNCILPERSON THOMAS: -- do we have any -- do you -- do you know if you -- how many current board members do you have that are in their terms, that are in their rightful terms?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Is that directed to me, sir?

COUNCILPERSON THOMAS: It is. That question is.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Okay. Yes, sir. I do know. We have three board members sitting whose term have expired that are eligible to be reappointed or replaced by the appointing officer, which is the mayor.

COUNCILPERSON THOMAS: So would that not be something that we probably should have gotten done at least so we know that the board is stable? What if you get another set of board members in there that decide they don't want to go in this direction with the purchase of this particular project?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Well, that's a what-if, sir, that I have no control over. I'm not the appointing official. If it -- if it does happen then it's my job as the executive director and the professional to provide enough information so all of our board members can make an intelligent decision.

COUNCILPERSON THOMAS: Okay. So now I'm going to talk to my colleagues. You know, there was a group that came before us a few years ago, asked for $500,000. City was in no position to get the money back. Similar to this.

CHAIRPERSON PARDO: Yeah.

COUNCILPERSON THOMAS: The City said, You know what? Okay. That $500 [sic] went in off of S Avenue into the Brooks subdivision place over there. And our $500,000 is the only money that was put into this project that's still sitting into the ground. The City doesn't have it. I don't actually know who has it. And what I'm saying is I understand the thought process behind this. The board members are not stable at this point. We don't have clear -- we don't have a clear path to know that we could get this money back. This money very well could just go to this seller and it's -- it would just be over. The seller could keep this money. I have not seen a -- unless you put it into the documents that was delivered, a -- a -- a commitment letter or a tentative draft letter. I mean, I --

CHAIRPERSON PARDO: (Inaudible).

COUNCILPERSON THOMAS: -- you -- is there one in there 'cause I didn't -- I just --

CHAIRPERSON PARDO: No. We all just got the package when you got it.

COUNCILPERSON THOMAS: Okay. I -- I haven't -- I haven't seen that. And I don't know if that -- if it's --

CHAIRPERSON PARDO: I haven't read it.

COUNCILPERSON THOMAS: -- if it's in here or not, I don't know. But --

CHAIRPERSON PARDO: I don't know.

COUNCILPERSON THOMAS: -- is -- does anybody know if it's in here or not, the -- the draft letter?

CITY ATTORNEY RYAN: No.

COUNCILPERSON THOMAS: From the --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: That --

CITY MANAGER JONES: From the --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: If I may?

CHAIRPERSON PARDO: Wait. No. Hold on a second.

CITY ATTORNEY RYAN: No. There's -- no, it's not in here.

CHAIRPERSON PARDO: Miss Ryan?

CITY ATTORNEY RYAN: Not in this packet.

CITY MANAGER JONES: There's a letter

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: No. It wasn't requested.

COUNCILPERSON THOMAS: Okay. Okay. So -- so this is -- this -- this is my concern. Obviously staff had some concerns about this. I would have liked to have known what they are because obviously there are some concerns. The method in which we're getting the information, however it is, there's some concerns about it.

And -- and I have some concerns, as well. I would like to help, but the only way that I could support this if it's the money never leaves the City. If we say, Okay. If you close, we will give you this money to help you close. But as far as the money leaving the City and we have no type of way to get that money back, that would be $550,000 that we just would have given away with no -- no way of getting it, you know, back.

I don't know what you're going to do and I don't want to handicap you. You are an arm of this city. I just would say that I will feel more comfortable saying we will give you a commitment that we will give you the money provided you're able to close, not saying, Okay. We give you this money and you don't close and then we're out of $50,000, and you have no way to -- to -- to pay this back, you know? Pay -- I just don't -- I just don't know it. Unless there's another way that we can protect ourselves -- and maybe that's a question for Miss Ryan, but we didn't -- we did something similar to this for Brooks subdivision, and how -- how did we protect ourselves to get that 500,000 back? 'Cause we never got that back, right?
CITY ATTORNEY RYAN: No. We haven't. We're still trying. We are trying.

COUNCILPERSON THOMAS: Well, how many years was that ago?

CITY ATTORNEY RYAN: Oh, years -- how many years ago?

CHAIRPERSON PARDO: Seven.

COUNCILPERSON THOMAS: Right.

CHAIRPERSON PARDO: Seven.

CITY ATTORNEY RYAN: It was, yeah, at least seven years ago.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Madam Chair, I --

COUNCILPERSON THOMAS: Okay.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- Madam Chair?

CHAIRPERSON PARDO: Sir, hold on. We're having a discussion up here.

CITY ATTORNEY RYAN: And it is in foreclosure right now. The City is working with the County. The County's trying to facilitate selling the property and help -- trying to help all of the --

COUNCILPERSON THOMAS: Parties get their money back?

CITY ATTORNEY RYAN: Yes. Because the County was out of a great deal of money on that, as well.

COUNCILPERSON THOMAS: Right. So, you know, any time we rush to things like this, something always falls through the crack. The only way that I would be comfortable with doing this is if we say we'll give you this commitment, but the money never leaves the City until we know for a fact that they are funded. And they would need to assign the board members that the majority of their board could be reappointed at the next meeting. They could change the dynamic of it. Mr. Hurt, I'm -- I apologize but you -- you are a staff member to the board. So if the board decides they want to go into a different direction, they have the City's money and they can go into a different direction.

If that board is reseated, fine. If those members are reappointed or, you know -- that probably should have been something that we should have brought for confirmation with this, as well. It's just too many unknowns. So I can support it if the money never leaves the City until we know for a fact that you're funded. Other than that, I -- I just -- you know, I can't support -- and this is me personally. I can't support just saying, Here's $50,000. We don't know whether you're going to get it, the loan or not, but if you don't get it, that $50,000 is gone away. When the past several weeks, everybody's been trying to scrape and get as much money as they can to do different things around, I just wouldn't feel comfortable with it. That's all.

COUNCILPERSON MILLER: Madam Chair?

CHAIRPERSON PARDO: All right, sir.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Madam -- Madam Chair?

CHAIRPERSON PARDO: Hold on.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: In all due respect to Councilman Thomas --

COUNCILPERSON MILLER: Go ahead.

CHAIRPERSON PARDO: Let him just have his --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- I think it's unfair that he aligns us with the Brooks subdivision situation. We -- we, number one, had nothing to do with that whatsoever. Okay? We are your Housing Authority here in the City of Riviera Beach. We are trying to provide housing for the low-income families here in the City of Riviera Beach. So to align us with that situation that we have nothing to do with, I think it's totally unfair.

COUNCILPERSON THOMAS: Well, it's unfair --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Secondly -- secondly, if I may finish --

COUNCILPERSON THOMAS: -- it's unfair for you to think that we are just going --

CHAIRPERSON PARDO: Hold on a second.

COUNCILPERSON THOMAS: -- to just keep giving away money. I aligned you with that to say we've done this already.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: But you --

COUNCILPERSON THOMAS: At a $500,000 price tag. That's what I'm aligning it with.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- but -- but -- but, Councilman --

COUNCILPERSON THOMAS: I'm saying let's not repeat -- let's not repeat what we have already done one time.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- well, Council -- Councilman, I'm sorry that happened. Okay? There's nothing I can do about that. I'm trying to move forward. Okay?

COUNCILPERSON THOMAS: And I'm trying to make sure that it doesn't happen again.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: And -- and this -- this level of participation in this transaction that we're asking the City for as our partner, okay, is on a $3.85 million deal that we're putting $790,000 of federal funds in to bring housing here. I think if you put that in perspective, I think that's a very small price to pay in order to facilitate that type of transaction, if -- if I would say. This is only a part of the greater scheme to sustain this Housing Authority so that we can continue the -- the redevelopment of the former Ivy Green Village site that is a $30 million opportunity to bring additional housing for low- and moderate-income families in this city.

COUNCILPERSON THOMAS: Well, have you thought about selling one of the houses that you already --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: But -- but --

COUNCILPERSON THOMAS: -- have to get the funds?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: We cannot sell one of those houses, sir.

COUNCILPERSON THOMAS: Why not?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Those houses were purchased with a NSP grant, one, under a rental program. If we sell those houses, any proceeds from that sale

have to be returned to the County. So there's no -- there's no benefit in that. We cannot even make money off of those houses. When I do my annual report to the County -- when I do my annual report to the County, if there's any excess funds, you know, we would have to return it to the County. So that -- that's not an option in this situation.

CHAIRPERSON PARDO: Okay. All right. I heard Miss Miller.

COUNCILPERSON GUYTON: Madam -- oh, yeah.

COUNCILPERSON MILLER: He's -- you mentioned the date of September 8th. I know Mr. Thomas has mentioned, you know, of maybe an alternative way to do this. My concern is that I have not had a chance to read any of this at all. And I certainly am not comfortable in making any kind of decision on something I have not read not one sentence of because it was just presented just prior to walking into this room here. Are we -- if we're coming to a decision where -- or coming close to where we feel we will be able to make a decision, is it possible to have another meeting at another time if we're going to consider anything? But if we're trying to do this tonight, I'm having a hard time doing that because I do not feel comfortable voting on something that I haven't even looked at. I know you said September 8th. I don't know where that puts us as far as meeting again. I mean, we just called this special meeting but that was --

CHAIRPERSON PARDO: We have a meeting Wednesday night. We have a council meeting on Wednesday night, next Wednesday.

COUNCILPERSON MILLER: That would provide enough time for us to -- for him to get what he needs by that date? That would still be enough time for September 8th if we met next week and we had everything that we just discussed?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: (No audible response).

COUNCILPERSON MILLER: I know that's no fault of your own that we did not get this until not too long ago.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Well, I -- I -- I would -- if I may --

CHAIRPERSON PARDO: Go ahead.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- I -- I -- let me just say when I provided the documentation to the city manager, my thought was to send it to all the councilpersons but I didn't think it was appropriate. So I -- I sent it directly. I had to bring the documentation as requested together. I couldn't finalize it until Friday late afternoon. I promised to have it as I promised this -- this board on that Wednesday night.

CHAIRPERSON PARDO: Right. So except -- so if we approve this next week are you still okay since you have until September 8th?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Well, I don't have until September 8th for this.

CHAIRPERSON PARDO: Okay.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: However, I can only make it work. I mean --

CHAIRPERSON PARDO: All right. Fine.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: -- I mean, this is --

CHAIRPERSON PARDO: So that's what we could do. We could bring this back next Wednesday at the council meeting and everybody could vote on it.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON PARDO: Yes, sir.

COUNCILPERSON THOMAS: I -- in section 2, number 3, it -- it reads, "The grant funds --" which I thought probably should have been a loan -- but, "The grant funds should be placed in an escrow account by the Riviera Beach Housing Authority to be utilized by Housing Authority at the closing on the purchase of this Blue Heron Apartments." Now, that -- that's what's in the document, but you said that it's not. If -- if -- if you're saying that it's going to be at the closing, then I'm -- I'm good. But if you -- from what I heard you say, Mr. Hurt, you need this as earnest money up front. So which one is it?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Well, we brought this document together, Councilman Thomas, to satisfy the body that we would have a grant agreement. There -- that might be an inconsistency from this document. We do need it as earnest money.

COUNCILPERSON THOMAS: So that -- that shows me that this resolution has some flaws in it. If you -- if -- if it's saying here that it's going to be used at the closing, that's a total different thing than saying, Here, let's give you a check. You're going to turn it over to -- to --

CITY ATTORNEY RYAN: Where does it say it's --

COUNCILPERSON THOMAS: In -- on section -- in section 2 on page --

CITY ATTORNEY RYAN: No, where does it say it's at the closing?

CHAIR PRO TEM DAVIS: Yeah.

COUNCILPERSON THOMAS: It says right here in 3 -- in section 2, the third --

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON THOMAS: -- down. Do you see right there where it says --

CITY ATTORNEY RYAN: Yes. Well, that --

COUNCILPERSON THOMAS: -- "at the closing on the purchase"?

CITY ATTORNEY RYAN: At -- right.

CHAIRPERSON PARDO: "At the closing."

CITY ATTORNEY RYAN: We -- it was our understanding at Staff that they needed to have the -- the money in escrow so that they could use it at closing.

COUNCILPERSON THOMAS: Okay.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yeah.

CITY ATTORNEY RYAN: That they needed to show that they had the money.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Right.

CITY ATTORNEY RYAN: And that's why they needed the money so quickly.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yeah. We had to show that the money was in the escrow account.

COUNCILPERSON THOMAS: Okay. So you don't need to use it before closing?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Well, the money will be in an escrow account.

COUNCILPERSON THOMAS: I asked you do you need to use it before closing?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: On -- you brought up an earlier scenario of the possibility of a default if we do not meet all of the contingencies.

COUNCILPERSON THOMAS: Sir, I'm just asking, do you need to use it before closing?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: We need to put it in an escrow account, you know, within 45 days, sir.

COUNCILPERSON THOMAS: I'm going to ask this one more time: Do you need to use it before closing?

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes.

COUNCILPERSON THOMAS: Okay. That would be inconsistent with what this resolution reads. If that's what you need to do, then put it in the resolution. Let the board vote it up or down. But me, I was -- I was more comfortable with the way it read, and then we could have put it in an account. But I'm definitely not going to vote on something when you're saying clearly -- and that's just what I scanned through while we were up here -- it could be many more of those, you know, in this resolution. So I'm nowhere near comfortable enough to do anything with it tonight.

COUNCILPERSON GUYTON: Madam Chair?

CHAIRPERSON PARDO: Yes, Mr. Guyton?

COUNCILPERSON GUYTON: There's some issues that need to be resolved. One thing I've learned out of my many years in public service, need to learn to read the tea leaves and see where the board is going. We have a possible here. We have one here asking for more time. We need to figure out how to make it work to bring them on board to support it.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes, sir.

COUNCILPERSON GUYTON: We're not going to try to convince them that it's going to happened to because it's clear it's not going to happen today. So what I need to know is could you contact the owner and explain to him the political climate -- Mr. Hurt? You're -- are you --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes, sir. I'm with you.

COUNCILPERSON GUYTON: You need to be with me.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes, I am with you, sir.

COUNCILPERSON GUYTON: 'Cause I gotta -- I'm -- I'm trying to help you here, now.

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: I am with you, Councilman.

COUNCILPERSON GUYTON: Don't, you know --

HOUSING AUTHORITY EXECUTIVE DIRECTOR HURT: Yes, sir.

COUNCILPERSON GUYTON: You need to contact the owner. Well, let me back up. I don't want to tell you what you need to do. I would suggest that you contact the owner and explain the political climate here and exactly what happened. The people from whom are the City, the decision makers, did not receive the documents they needed in time enough to review them. Would he please indulge you for another week or two so that we can get our stuff together here.

Mr. Thomas brought up a good point. He said he's not comfortable with giving it to you all and I guess in earnest. The discussion need to be had, as well, to see if should -- if we give you a commitment letter based on it actually closing, would that suffice to consummate the deal because the money will be guaranteed. We will put it in writing but we hold on to it. But you need to understand if it doesn't close, that portion he doesn't get. So you know, the -- this probably not what you wanted to hear, but it's better than it being voted down right now. So -- and -- and -- and just -- just for the record, I still support it. I hope it works.

That deal with the Brooks property, that wasn't an arm of the agency. This is the arm of -- of Riviera Beach here. And -- and I understand the hesitancy of my colleagues who went through that. Understandably so. But I feel strongly that an arm of this agency -- of this City -- we have two: CRA and the Riviera Beach Housing Authority. We don't sit on your board. The -- those board members who terms have expired, there need to be a request to the mayor to either reappoint them or -- or appoint somebody else. I'm not concerned about that because as

I understand it, the law says that they serve until someone either replace them or they voluntarily step down. Is that right, Miss Ryan?

CITY ATTORNEY RYAN: That is correct.

CHAIRPERSON PARDO: Yes.

COUNCILPERSON GUYTON: Okay. So we -- we still good there. It still has to come to us for their ratification, whoever the mayor suggests. It still gotta come to us, though. You can't just go and reappoint another board, and then they go somewhere else and do something different. Whoever is appointed has to come through us. So that still is a safeguard so just another board doesn't sit and start going somewhere else with this. So my support is still there. I'm hoping that my colleagues come on board because this agency represents us as a city. As much as we sometime like to separate ourselves, Riviera Beach Housing Authority means
that whether people understand that that is a quasi-judicial agency in its own, if it doesn't work or if it fails, that reflects us and our image. So if --

CHAIRPERSON PARDO: Okay. So at this point, Mr. Guyton, would you like to make a motion so we can --

COUNCILPERSON GUYTON: If the grant --

CHAIRPERSON PARDO: -- a motion to bring this back Wednesday night at our council meeting?

COUNCILPERSON GUYTON: Wednesday -- Wednesday is the earliest we can bring it back?

CHAIRPERSON PARDO: Next Wednesday night. Yes.

COUNCILPERSON GUYTON: Next Wednesday? Not tomorrow?

CHAIRPERSON PARDO: Next Wednesday. That will give everyone enough time. That'll give staff if they need to do any more work and then the council enough time to read through the document.

COUNCILPERSON GUYTON: I'm ready but I see Councilperson Davis -- if --

CHAIRPERSON PARDO: All right. Mr. Davis, go ahead?

COUNCILPERSON GUYTON: -- did you want to say -- okay.

CHAIR PRO TEM DAVIS: Yes. Really brief. I just want to make sure that nothing like this happens again. I would like to make sure staff, whenever documents are being submitted, just like any other time, please post this stuff online and do your add-ons later, 'cause we could have read -- have these documents and had these questions addressed on Monday. So the -- the minute things start happening down the line, please start getting this information to us, Miss Jones. I'd greatly appreciate it. Don't let nothing or nobody prevent this from happening. Thank you.

CITY MANAGER JONES: Yes, sir.

CHAIRPERSON PARDO: All right. So Mr. Guyton?

COUNCILPERSON GUYTON: And, Madam Chair, I move that we postpone a decision until next Wednesday.

CHAIRPERSON PARDO: Is there a second?

CHAIR PRO TEM DAVIS: Second.

CHAIRPERSON PARDO: All right. Madam Clerk?

CITY CLERK ANTHONY: Councilperson Miller?

COUNCILPERSON MILLER: Yes.

CITY CLERK ANTHONY: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK ANTHONY: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes. I've just thought about something but, yes.

COUNCILPERSON THOMAS: Make the motion.

COUNCILPERSON GUYTON: I know but I just thought about something.

CITY CLERK ANTHONY: Pro -- Pro Tem Davis?

COUNCILPERSON GUYTON: I just have a question after the motion.

CHAIR PRO TEM DAVIS: Oh. Yes.

COUNCILPERSON GUYTON: But --

CITY CLERK ANTHONY: Chair Pardo?

CHAIRPERSON PARDO: No.

CITY CLERK ANTHONY: That motion is approved with Councilperson Pardo dissenting.

CHAIRPERSON PARDO: Okay. Thank you.

COUNCILPERSON GUYTON: Okay. Quick question.

CHAIRPERSON PARDO: Go ahead, Mr. Guyton. All right, sir. Thank you. We'll see you Wednesday night.

COUNCILPERSON GUYTON: The -- the 45 days, could -- would it be -- Miss Ryan, this is to you. Could we provide them with something so that they can provide whoever they need to speak to that this issue is going to be revisited on whatever day it is?

CITY ATTORNEY RYAN: Okay.

CHAIR PRO TEM DAVIS: Yeah.

COUNCILPERSON GUYTON: Not -- not that we approved it, just --

CITY ATTORNEY RYAN: One of the -- I understand. But one of the issues -- and -- and I just want to clarify this so that everyone understands the chronology of all of this. The council made a decision on Wednesday night. We had staff meeting on Thursday morning, which is what we always do, where we discussed who was going to do what as it related to this agreement. Immediately after staff meeting I wrote an e-mail to Mr. Hurt and to our staff, Miss McKinney, Randy Sherman, the manager, who -- the people who were working on this document, and I told him what some of the issues were that we needed addressed --

COUNCILPERSON GUYTON: Understood.

CITY ATTORNEY RYAN: -- before we could do, you know --

COUNCILPERSON GUYTON: Okay.

CITY ATTORNEY RYAN: -- put together something. And that was Thursday.

COUNCILPERSON GUYTON: Okay.

CITY ATTORNEY RYAN: And he -- and it took him some time but he got the paperwork to us late Friday afternoon.

COUNCILPERSON GUYTON: Understood. Understood.

CITY ATTORNEY RYAN: Okay. And so there's --

COUNCILPERSON GUYTON: My question is can we provide them --

CITY ATTORNEY RYAN: -- but let me just say this. I don't know --

COUNCILPERSON GUYTON: -- something --

CITY ATTORNEY RYAN: -- I don't have any of that information -- the information I have goes to the capital plan, goes to the --

COUNCILPERSON GUYTON: Miss Ryan, listen to my question.

CHAIR PRO TEM DAVIS: Thank you.

COUNCILPERSON GUYTON: All I'm asking is can we provide something just saying this issue will be revisited next Wednesday, period?

CITY ATTORNEY RYAN: Yes. But I can't say anything about a 45 days. I thought you wanted us to --

COUNCILPERSON GUYTON: No, no, no, no, no.

CITY ATTORNEY RYAN: Oh, okay. I thought you were saying --

COUNCILPERSON GUYTON: Just something verifying if Mr. Hurt go to other people saying, This is going to be revisited next Wednesday. That's all it need to say. This board voted to revisit this issue on X date, period.

CITY ATTORNEY RYAN: Well, of course. We can certainly provide that letter. But I don't know who we're --

COUNCILPERSON THOMAS: But he needs this in 45 days.

COUNCILPERSON GUYTON: And -- yeah, but --

CITY ATTORNEY RYAN: That's --

COUNCILPERSON GUYTON: -- and -- and that's because of the 45 days, and he can provide that in hopes that they will see that this issue's still alive and a decision has not been made to reject it or refuse it.

COUNCILPERSON THOMAS: Okay.

COUNCILPERSON GUYTON: That's all I'm saying.

CITY ATTORNEY RYAN: Okay. And I have an additional question, as well. Yes, we can do that. But as it relates to the agreement and the resolution, do you want it revised to say that the City will keep it in escrow? I know that Mr. Thomas talked about that. Are we changing this document at all? Because the agenda goes out tomorrow. The regular agenda goes out tomorrow, and so we need to make some adjustments by tomorrow; otherwise, this will be an add-on. And that's fine if you guys are okay with it, probably closer to the end of the week if we're going to make a change -- changes and provide you with more information.

COUNCILPERSON THOMAS: I'm just saying whatever we agree to, that's what needs to happen. If we're -- if we're agreeing to this particular resolution that we have, it says that it will be used at closing. If that's what this agreement says, then that's what I expect to have. If they want something different --

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON THOMAS: -- and the board is willing to go with that, then that's what it needs to say. But I'm not going to approve something and it not be -- and the actions don't reflect what we approved in the resolution.

CITY ATTORNEY RYAN: Okay. We'll meet with Mr. Hurt. That's -- I think, a -- a face-to-face might be appropriate.

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON PARDO: Okay.

COUNCILPERSON GUYTON: Thank you.

CHAIRPERSON PARDO: All right. All right. No more business?

ADJOURNMENT

CHAIRPERSON PARDO: We're adjourned. Thank you.

COUNCILPERSON GUYTON: And letterhead or however so it's --

There being no further business, the meeting was duly adjourned at 5:55 p.m.

(CONCLUSION OF MEETING)

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON TARDY

K. MILLER AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

DATE APPROVED: 9/16/2016