CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
SPECIAL CITY COUNCIL MEETING MINUTES
WEDNESDAY, MAY 15, 2013 AT 5:30 P.M.
MUNICIPAL COMPLEX CITY COUNCIL CHAMBERS

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

CHAIRPERSON THOMAS: Good afternoon or good evening and, uh, welcome to the city council meeting. Madam Clerk, would you please call the roll?

CITY CLERK WARD: Yes, ma'am -- Mr. Chair. Mayor Thomas Masters?

MAYOR MASTERS: Present. Present.

CITY CLERK WARD: Chairperson Cedrick Thomas?

CHAIRPERSON THOMAS: Here.

CITY CLERK WARD: Chair Pro-Tem Dawn Pardo?

MAYOR MASTERS: Present.

CITY CLERK WARD: Councilperson Bruce Guyton?

COUNCILPERSON GUYTON: Present.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Here.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T. DAVIS: Here.

CITY CLERK WARD: City Manager Ruth Jones?

CITY MANAGER JONES: Present.

CITY CLERK WARD: City Clerk Carrie Ward is present. City Attorney Pamala Ryan.

CITY ATTORNEY RYAN: Present.

CITY CLERK WARD: You have a quorum, madam -- Mr. Chair, and you may proceed.

CHAIRPERSON THOMAS: Thank you very much. Would everyone please stand for a moment of silence followed by the pledge led by our Mayor. (Everyone stood for a

moment of silence with the Pledge of Allegiance being led by Mayor Masters).

CHAIRPERSON THOMAS: Okay. Okay. Are there any, uh, additions, deletions, or substitutions? Hearing none, are there any disclosures by Council?

CHAIR PRO-TEM PARDO: Uh, Mr. Chair?

CHAIRPERSON THOMAS: Miss Pardo?

CHAIR PRO-TEM PARDO: Yes. I'd like to disclose that I did have a meeting with GSF and their attorney and, um, a potential investor.

CHAIRPERSON THOMAS: Okay. I'd like to echo those sentiments, as well.

COUNCILPERSON GUYTON: And so did I. I guess they met with everyone.

COUNCILPERSON J. DAVIS: No, I didn't.

COUNCILPERSON GUYTON: No? Oh, okay.

CHAIRPERSON THOMAS: Okay. Okay. Um, with that being said, I'd like to entertain a motion for adoption of the agenda.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON T. DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Are there any questions/concerns? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T. DAVIS: Yes.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. We're going to move down to our consent agenda which we don't have. So we're going to go ahead and move down to comments from the public. I know it's a little early but if there -- are there any comments from the public? Anyone would like to speak on any item, you can come up now. All right. We're moving through this pretty quickly. Seeing none -- this must be a first.

COUNCILPERSON GUYTON: I think there's one card, Mr. Chair.

CHAIRPERSON THOMAS: Oh, okay. I -- thank you. Uh, Emma Brown.

EMMA BROWN: Yes.

CHAIRPERSON THOMAS: Good afternoon, Miss Brown. You have three -- good evening. I said that twice. You have three minutes to make your comments.

EMMA BROWN: Okay. Emma Brown, 1627 (inaudible) Street, Riviera Beach.

CITY MANAGER JONES: Pull -- pull the mike --

COUNCILPERSON GUYTON: Could you pull the mike --

EMMA BROWN: Thank you. Uh, I have noticed -- since the State Road 710 project, I have noticed an excess of motorists and FDOT Ranger construction workers speeding on Ninth Street. A couple of weeks ago I was standing outside talking with one of my neighbors when I noticed one of the Ranger construction workers driving through Ninth Street speeding in one of the biggest -- one of those big trucks.

So my neighbor held his cell phone up and yelled to him to slow down or he was going to call and report him. So after talking with that, um, I talked to some of the residents and we all feel that due to the excessive traffic that we now have due to the construction from, uh, FDOT and Ranger construction and -- and the excessive traffic and speeding coming through our neighborhood, we would like to have speed bumps. Just for the, you know, the safety of the senior citizens and -- and the children, because now we're having so much traffic, uh, due to the construction on Martin Luther King Boulevard.

So yesterday I did call Councilman Judy Davis's office and left a message, and one of her assistants called me back and -- and informed me of the procedures and the requirements to have speed bumps installed and also told me that she would mail me the documentation, um, to get that started.

But I'd also like to say that I, uh, wasn't here for the March 1st meeting, CRA meeting. However, um, I was pleased to hear Chair Thomas let everyone know that there is a conduct code that everyone must adhere to. And there is no need to scream, yell, curse to make your point heard. And that the City does give -- the city council members does give us respect when we come to the podium to present our comments, complaint or concerns, and we should give them the same respect.

So the only thing -- really my biggest concern right now is to try to get some speed bumps, uh, in Harmony Heights, because we're having excessive traffic -- I mean, speeding. I don't know exactly what the speed limit is but I wouldn't think it would be no more than 25 miles an hour in a neighborhood. But, um, they're coming through there doing 40, 50 miles an hour and even the Ranger construction workers, you know, with the big trucks that they're driving, they're coming through there speeding like that.

So, um, I feel that the speed bumps would help. So I'm just waiting on documentation from Judy Davis's office, uh, to get that started, to get the signatures, uh, from the residents, because they feel also it's required. I mean, there used to be a time when we could just back out of our driveway. But now we've gotta wait about two minutes for the -- the traffic to clear just to back out of our driveway.

CHAIRPERSON THOMAS: Okay. Thank you for your comments, Miss Brown. And we will get --

EMMA BROWN: Okay.

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Yes, ma'am?

COUNCILPERSON J. DAVIS: Um --

EMMA BROWN: All right. Thank you.

COUNCILPERSON J. DAVIS: -- I -- I see Mr. Johnson, um, in the audience. Would you get with her and, you know, give her whatever she needs? Thank you.

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Uh, Miss Pardo -- Miss Brown? Do you know who Mr. Johnson is?

EMMA BROWN: No.

COUNCILPERSON J. DAVIS: Brynt Johnson.

CHAIRPERSON THOMAS: Mr. Johnson, would you wave your hand? Right there. So -- yeah, he's our Public Works Director and he'll assist you in getting that process started.

EMMA BROWN: Okay.

CHAIRPERSON THOMAS: Also forward a copy of that to me, please.

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Uh, Miss Pardo?

CHAIR PRO-TEM PARDO: Yeah. Um, I would suggest in the meantime maybe we get with the police department.

CHAIRPERSON THOMAS: Yeah, she just did that.

CHAIR PRO-TEM PARDO: Okay, fine. And have them try to slow down the traffic.

CHAIRPERSON THOMAS: Okay. All right. Thank you very much for your comment. That's the end of Public Comment.

COUNCILPERSON J. DAVIS: Uh-huh.

CHAIRPERSON THOMAS: Uh, let's move down to the regular agenda, Discussion and Deliberation on the Ocean Mall. Miss Ryan, you want to take this?

CITY ATTORNEY RYAN: I do.

CHAIRPERSON THOMAS: Why don't you grace us?

CITY ATTORNEY RYAN: All right. Um, Mr. Chair, at the last city council meeting, I presented the city council with, um, a letter from Wayne Richards on behalf of his client GSF basically asking the City to consider extending the --

COUNCILPERSON J. DAVIS: Can you speak up into the mike.

CITY ATTORNEY RYAN: Oh, you can't hear?

COUNCILPERSON J. DAVIS: Yeah.

CITY ATTORNEY RYAN: Extending the DDA and the -- and the lease agreement on the Ocean Mall, um, extending the completion date of the Ocean Mall for an additional year. As I indicated to the council, um, after GSF took possession of the property through foreclosure against OMRD, the group paid the City $300,000 to basically catch them up on the -- the disposition and development agreement.

The $300,000, we were very happy to receive it. However, the, uh -- it only goes as -- until May 31st, 2013, which is in a couple of weeks, and, um, they have come to the City asking for an extension of an additional year and, um, in exchange for that, they have offered to pay the City $250,000 to demolish the building and also to consider any other issues that may come up tonight.

As several of you have stated, I know that Mr. Richards met with you. Staff also met with each of you on Monday to really kind of, uh, catch you up and to discuss the City's possibilities; if the City does not agree to the extension, what would happen after that. We have a default that would come up and there would be possible litigation. I'm certainly not advocating litigation but it is a -- a definite possibility.

Tonight we are here to discuss the offer that has been made by GSF. They have their -

- Mr. Wayne Richards is here with his clients. And, um, our Special Counsel Rick Jarolem is also here to address, uh, any questions that you may have about the agreement. And, um, we're -- we're going to try to stay away from the issue of litigation. Um, in -- in our discussions, we -- we talked at length about it. And at this point, of course, you all know that we should keep those discussions private. So I don't want to get into discussions about litigation, but if it is something that the city council wants to pursue, then, you know, just give direction to the staff to do that and we will make it happen.

Tonight I've given you three documents, and Miss Pardo has passed out another, so you should have four documents in front of you. The first documents I want to discuss is the letter that Mr. Richards sent to the city council and to, um, myself and the city manager on May 13, 2013, which is basically a detailed letter. He -- he want -- I think he wanted to give you the history and to let you know what a good, uh, partner to the City GSF has been since it came to the City.

CHAIRPERSON THOMAS: Let me ask a question, uh, please. Does every one of the board members have the letter from Mr. Richards and does every --

COUNCILPERSON GUYTON: Yes.

CHAIRPERSON THOMAS: -- all the board members have it?

COUNCILPERSON T. DAVIS: Yes.

CHAIRPERSON THOMAS: Everyone has it?

COUNCILPERSON T. DAVIS: Yes.

CHAIRPERSON THOMAS: Okay.

CITY ATTORNEY RYAN: Okay. And the second document I gave to you is a letter that we sent to Mr. Richards today. Basically we've all been in agreement that the phase -- Phase II involving the hotel site is a dead issue and that the time has passed on that. However, in looking over the documents, Mr. Jarolem and I realized that we'd never actually put that in writing, even though that has been the sentiment of the council and of GSF, as well.

So we sent them a letter today basically just letting them know that we are putting them on formal written notice that the City has terminated Phase II of the DDA just to make sure that everyone is clear. Um, we understand that there may be some changing of hands of the, um, Ocean Mall lease, so we wanted to be clear on that. I've given that to you, as well. You should have it in your list. Did you want to look for it? All right.

And the third thing that I've given you is a draft. This is -- and I'm -- I'm going to reiterate the word draft. We thought it was important that you have something in front of you. And it is just a general outline of an amendment that we would do if you were inclined to accept the $250,000 that GSF is proposing. It has drop-dead dates and

basically says that if it is not -- the Ocean Mall is not completed by May 31st, 2014, then they would automatically surrender the Ocean Mall property back to the City.

Mr. Richards just got a copy of that a few minutes ago but is nodding his head that they are in agreement with the amendment. Of course, as I said, we're here to discuss any additions that you might have. Um, unless I get a -- a motion from council tonight on this, my plan is whatever we decide to do tonight, to put a resolution on the June 5th agenda to solidify anything that might occur tonight.

CHAIRPERSON THOMAS: Um, okay. Before I take questions from the board, this is -- this is something that we can act on tonight if we chose to, correct?

CITY ATTORNEY RYAN: You could absolutely act on it tonight and I would just do -- if -- if the council voted, I would just do a resolution, um, at the next council meeting which ratifies what you do tonight, just so that we have a record. But you can make a decision tonight.

CHAIRPERSON THOMAS: Okay. Any questions from the board?

COUNCILPERSON GUYTON: If no one -- yeah. Mr. Chair?

CHAIRPERSON THOMAS: And Mr. Guyton.

COUNCILPERSON GUYTON: I just have a couple of questions to the representative of GSF.

CHAIRPERSON THOMAS: State your name for the record, sir, please.

WAYNE RICHARDS: Wayne -- Wayne Richards.

COUNCILPERSON GUYTON: In the existing ground lease that is currently in effect -- and I've already given them a head-up of a couple of my questions in our earlier meeting. In reading through this, there are certain responsibilities that the tenant, according to the existing agreement, has agreed to. Um, one of the things that -- that I would like some clarity on, under Use, Section 4(C), the last sentence that says, "The tenant's responsibilities shall include maintenance of all lighting, landscaping, parking, resurfacing, security, irrigation in common areas," blah, blah, blah.

My question is what is GSF going to do by way of security as it relates to complying with the existing ground lease?

WAYNE RICHARDS: Um, good evening, Mr. Chairman, City Commission, Honorable Mayor, City Manager, Madam Clerk. Uh, once again, I'm Wayne Richards. I'm here on behalf of GSF, the current leaseholder. And the public -- I hope I have not forgotten anyone. Uh, City Attorney and Special Counsel Rick Jarolem.

I'm here on behalf of GSF. Thank you, Mr. Guyton, for that question and your concerns. Currently GSF is a holder of the land lease and they have an on-site management team

that has been tasked -- it is their job; it is their duty. They're paid very handsomely to ensure that those items are met.

Uh, we met with some of the council persons today and we were given a very -- we were given a -- a detailed list from one of your colleagues, Councilman Dawn Pardo, as it relates to maintenance and other matters. Uh, and we are in full agreement. We have no disputing the items that she has brought up. We do believe that our management company should have been doing those things already. They have done a lot. We've paid them a lot of money. But we're going to ensure that they do a far better job in every item on her list and on your list, if it's ratified, will be done timely.

With regard to security -- and I'll -- my client is here, Colum Flynn [phonetic], if -- if -- if you would need to hear from him or if he wishes to add, please, he'll add. But the current management team is responsible for maintenance and for security. We do not have armed security at the Ocean Mall. And quite frankly, I've been told we don't want to have armed security there. There have not been incidents that we're aware of where we need armed security. But we have people who rove and it's their duties to go through and to walk around the mall.

And -- and that is how we're operating security. We shared with you that the property is under contract. The current owner, GSF, is based in New York City. They are -- they're a fund. But we have a very astute local developer, Mr. Guyton, that owns quite a bit of development property here in Palm Beach County. This is what they do. And the gentleman, Zvi Schwartzman [phonetic], who I'd like to introduce to you -- Zvi, would you please stand up? He's indicated that, um, going forward he wants to do more than that. He wishes to install cameras and he wishes -- and he's going to have a security room that's monitored.

He -- he also doesn't want to have armed security walking around because that is an upscale mall. He doesn't want to see armed security there. But he's planning and he will install cameras. There'll be a security room where the cameras are monitored. And -- and -- and that will be the main extent of the security. The goal is not to have uniformed or armed people there, because we don't believe it's necessary. Should it be necessary, we'll do whatever's appropriate to protect the citizens. But that's going to -- that's an upscale mall and it will even be more upscale going forward.

COUNCILPERSON GUYTON: Okay. Uh, Mr. Chair, I have another question.

CHAIRPERSON THOMAS: Mr. Guyton.

COUNCILPERSON GUYTON: And -- and I never referenced armed security.

WAYNE RICHARDS: Yes, sir.

COUNCILPERSON GUYTON: I'm just reading from the lease that references security and I wanted some clarity --

WAYNE RICHARDS: Absolutely.

COUNCILPERSON GUYTON: -- on how that would be implemented and executed. Um, the other question that I have under the same number 4(D), it says that, "The tenant will, at all times, provide at least 400 spaces of accessible parking and safe access to the beach for citizens of this city designed to utilize the city's beachfront park and beach."

Um, I've never really counted the -- the parking spaces out there. Um, but I'm curious if someone has and what is the number and are -- are your clients complying with that section of this lease?

WAYNE RICHARDS: Oh, yeah, yeah. Um, Mr. Guyton, I have before me a, um -- an overhead from Ms. McKinney --

COUNCILPERSON GUYTON: (Inaudible).

WAYNE RICHARDS: -- and it shows approximately 450 spaces -- no, 461 are there.

COUNCILPERSON GUYTON: Okay.

WAYNE RICHARDS: There are 461. But I will share with you that a couple or a few spaces -- Dawn, do you -- Miss Pardo, do you want to --

CHAIR PRO-TEM PARDO: Yeah. The spaces on the south end have been blocked off by barriers since the Ocean Mall first opened. And we did bring that up today to, um, GSF and they agreed immediately.

WAYNE RICHARDS: Immediately.

CHAIR PRO-TEM PARDO: If we move forward tonight, immediately they will be out there and they will remove the barriers, so we can start using that for parking also. There's probably 40 park spots over there --

WAYNE RICHARDS: Yeah. Yeah, those --

CHAIR PRO-TEM PARDO: -- that -- right.

WAYNE RICHARDS: -- will be -- yeah.

CHAIR PRO-TEM PARDO: And they're desperately needed.

WAYNE RICHARDS: So we're -- we're at 460. But there's no reason that those spaces should be not made available and we will do that immediately.

COUNCILPERSON GUYTON: Okay. Last question: For the open spaces, um, is there some way that some decorative covering can cover the open spaces? Have you ever been down in Boynton there on Federal and Woolbright and those -- those open spaces have this decorative covering on them and they don't look so open and obvious that there's no one in them?

WAYNE RICHARDS: I have not.

COUNCILPERSON J. DAVIS: Are you talking about the building?

CITY MANAGER JONES: You talking about the building or the parking?

COUNCILPERSON GUYTON: I -- no, no, no. I'm talking about the buildings. I'm sorry.

COUNCILPERSON J. DAVIS: Oh.

CITY MANAGER JONES: Oh, okay.

COUNCILPERSON GUYTON: I'm shifting to the buildings now.

COUNCILPERSON J. DAVIS: I was like, What kind of -- what is he talking about?

COUNCILPERSON GUYTON: This is -- the, um -- the -- the -- the open spaces --

CITY MANAGER JONES: Oh, the windows of --

COUNCILPERSON GUYTON: -- the windows that -- there's nothing over them.

WAYNE RICHARDS: The -- Mr. Guyton? Yes, things can be done. But I'll tell you that we were waiting until the April 1st foreclosure sale date and once that sale occurred, uh, and we took legal title, we have significantly geared up -- GSF has geared up their leasing. Uh, within 26 hours they sent the City that -- the check for 3 -- or the wire for $300,000.

The good news is the gentleman and the entity that is looking to acquire it, they have extremely aggressive plans to lease that entire mall up very quickly. Um, Zvi, let me ask you. They'll -- there will be some time period, hopefully a very short time period, but there will be some period where there will still be vacancies. Do you have any thoughts as to what can be done to beautify those spaces? Would you please? Please? Can you come forward and just tell us?

ZVI SCHWARTZMAN: Yeah. My name is Zvi Schwartzman. I represent TJAC. And the minute we take over the center from GFS [sic], we're going to clean up the place and we're going to cover all the windows and we're going to put the right signage and the right signage for rent and everything. We'll be working with the City and the Building Department and we're going to do whatever is necessary to make it successful, because we're investing a lot of money and we want it to look right. So we're going to do everything in our power to do it right.

COUNCILPERSON GUYTON: Okay. That's all I have.

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Okay. Miss Davis, if you don't mind, let me just take the

one comment card before you --

COUNCILPERSON J. DAVIS: Sure.

CHAIRPERSON THOMAS: Um, Miss Bessie Brown? Good evening, Miss Brown. You have three minutes to make your comment.

BESSIE BROWN: All right. Thank you. Bessie Brown, Riviera Beach. I pretty much -- being that this is an open workshop, I pretty much would like to have had the same information that you all are looking at. And -- and -- and also, when you're out there -- since the council has lately been having open workshops, there's no participation from the public. You know, I thought workshops were open and -- and if there was, you know -- if -- if -- if the public wanted to have a say-so, there would be some -- they -- they would be allowed to speak. But now -- but -- but now mostly every time you all have an open workshop, we -- we -- we don't have the information and now we're not even allowed -- the public isn't even allowed to be -- you know, participate, because a workshop, you know, is supposed to be, um, some kind of correspondence.

CHAIRPERSON THOMAS: Well, um, you're participating at this point. We'll take whatever comments you have.

BESSIE BROWN: This is -- well, you -- first of all, I don't have anything, so I don't have anything to talk about. It's been -- and -- and I was wait -- you know, you -- I -- I put -- I put -- really put it up for public comments because I can't comment on anything I don't have. And I was just listening to you all.

CHAIRPERSON THOMAS: Okay. What is it that you would like to have?

CITY CLERK WARD: Clarification, Mr. Chair.

BESSIE BROWN: All -- all of the information that you all have for this --

CHAIRPERSON THOMAS: Yes. Yes, ma'am. Hold on one second, Miss Brown. Miss Ward?

CITY CLERK WARD: Miss Brown, this is a special meeting, a city council special meeting.

BESSIE BROWN: It's not a workshop?

CITY CLERK WARD: No.

BESSIE BROWN: Well, I still -- nonetheless, we should have -- I would like for the -- the public should have the information, you know, available to read.

CHAIRPERSON THOMAS: Okay. Is there a specific thing that you would like to read? We will get it for you at this -- at this time.

BESSIE BROWN: Well, if you have -- whatever you have there, I would like to have. If you can get me that, I'd like to have it.

CHAIRPERSON THOMAS: No problem.

BESSIE BROWN: Okay.

CHAIRPERSON THOMAS: Miss McKinney, are you -- are you taking care of that?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Yes.

CHAIRPERSON THOMAS: Thank you. Thank you, Miss Brown.

BESSIE BROWN: Okay. Thank you.

CHAIRPERSON THOMAS: Thank you very much. Okay. Miss Davis?

COUNCILPERSON J. DAVIS: Thank you, sir. Um, in my meeting with the city attorney, one of the things that I, um, asked specifically to be in the draft document was, um, completion date for demolition, and also I'd like to know what the completion date would be to take care of all of these items. Um, and also, um, the $250,000 that has been offered, I believe that there was a $300,000 payment that was provided by GSF in order to catch you up for the two years previous. Um, and it seemed like each year went up $100,000. First year was 100,000; second year was 200,000. So it all -- it seems to me that this go-around should go up $100,000, also, to $300,000.

Um, and the last thing for me is, um, in the Section 2, Miss Ryan, the last sentence, "In the event Phase I is not completed by March -- by May 31st, 2014, the lease shall automatically terminate and the property shall be surrendered to the City" --

CITY ATTORNEY RYAN: Uh-huh.

COUNCILPERSON J. DAVIS: -- is there any way to, um -- we could put the language in there with no threat of litigation whatsoever?

CITY ATTORNEY RYAN: Absolutely.

COUNCILPERSON J. DAVIS: Okay? I want to be very, very certain that after this, there is no wiggle room whatsoever. Okay? Um, do what you said you were going to do and, you know, we can -- we can -- we can go from there. Um, and the last question -- I said last before but this is absolutely my last question.

CHAIRPERSON THOMAS: You last to the last.

COUNCILPERSON J. DAVIS: And I'm going to ask the question. You know, I may not get an answer but I'm going to ask it anyway. Do you have a buyer already?

CHAIRPERSON THOMAS: He's here. That's the gentleman you just spoke to.

COUNCILPERSON J. DAVIS: Okay.

ZVI SCHWARTZMAN: Yes, uh, Zvi --

COUNCILPERSON J. DAVIS: I mean, so -- so -- so actually, it's not going to be GSF. It's going -- you're --

WAYNE RICHARDS: It's going to be a combination.

COUNCILPERSON J. DAVIS: Okay.

WAYNE RICHARDS: You're -- you're -- you're correct. It's going to be a combination.

COUNCILPERSON J. DAVIS: Okay.

WAYNE RICHARDS: Um --

COUNCILPERSON J. DAVIS: Oh, last thing. Oh, I'm sorry. Another thing. Yeah. And -- and Mr. Brown just gave us some recommendations that he was asking for. Um, you know, in -- in the original agreement we were asking for a police substation. You're -- are you going to do a substation?

WAYNE RICHARDS: We have had -- we haven't had any discussions about a substation. I --

COUNCILPERSON J. DAVIS: Well, it was in the original agreement, wasn't it?

CITY ATTORNEY RYAN: It was not, no.

COUNCILPERSON J. DAVIS: It was not in there?

CITY ATTORNEY RYAN: No.

COUNCILPERSON J. DAVIS: Oh, it was just a verbal agreement?

CITY ATTORNEY RYAN: It was --

CITY MANAGER JONES: Uh-huh.

CITY ATTORNEY RYAN: The word "agreement" is strong.

COUNCILPERSON J. DAVIS: Oh.

CITY ATTORNEY RYAN: Um, I know that there was some serious discussion about --

COUNCILPERSON J. DAVIS: Yeah.

CITY ATTORNEY RYAN: -- a substation. However, it was not included in the final documents. So, um, you know, I think any discussion about that, we can certainly have

it. But --

COUNCILPERSON J. DAVIS: You -- didn't -- I heard -- I'm sorry, Miss Ryan.

CITY ATTORNEY RYAN: No. That -- that's gonna be it.

COUNCILPERSON J. DAVIS: You said you were going to do a security room?

WAYNE RICHARDS: Well, yes. And it's very different than a substation. I mean, I -- I'll let Zvi talk, but he's making faces. The -- the -- the vision is a very, very nice, upscale mall.

COUNCILPERSON J. DAVIS: Uh-huh.

WAYNE RICHARDS: Of course Johnny Longboats is doing phenomenally well.

COUNCILPERSON J. DAVIS: Uh-huh.

WAYNE RICHARDS: Two Drunken Goats.

COUNCILPERSON J. DAVIS: Uh-huh.

WAYNE RICHARDS: The bagel shop. But the -- the hope is to bring in --

COUNCILPERSON J. DAVIS: A security --

WAYNE RICHARDS: -- further upscale restaurants.

COUNCILPERSON J. DAVIS: Absolutely.

WAYNE RICHARDS: As opposed -- but -- and Zvi, you -- you tried to explain it to me. Do you want to explain the thought and I -- we really weren't prepared of a substation discussion, but I know that goes against your thought of -- of upscale -- can -- we -- we did not discuss that at all, so we're not prepared.

COUNCILPERSON J. DAVIS: Okay. So --

WAYNE RICHARDS: how -- how --

COUNCILPERSON J. DAVIS: -- so -- so basically if you -- if I -- if we heard a security room --

WAYNE RICHARDS: Yes, ma'am.

COUNCILPERSON J. DAVIS: -- if that is sufficient, then, you know, I have no problem with it. You know, I'm -- I just want to make sure that there is some kind of --

WAYNE RICHARDS: Absolutely.

COUNCILPERSON J. DAVIS: -- security that is going to be --

WAYNE RICHARDS: Absolutely.

COUNCILPERSON J. DAVIS: -- on -- on the premises. Okay.

WAYNE RICHARDS: Absolutely.

COUNCILPERSON J. DAVIS: All right. That -- those are my comments.

WAYNE RICHARDS: Okay. Um, Mr. Mayor?

MAYOR MASTERS: Thank you. Uh, Attorney, please go back. Um, a couple things. I want to kind of pick up what Councilperson Davis -- Judy Davis was talking about. On this letter here --

UNIDENTIFIED SPEAKER: Can you speak up (inaudible) hear you?

MAYOR MASTERS: Letter dated May 15th from --

CITY ATTORNEY RYAN: From Tony Brown that was just delivered today. It was just delivered today.

MAYOR MASTERS: -- from -- from Tony Brown that was just delivered today, number --

CHAIRPERSON THOMAS: Can you -- can you use, uh, Councilman Davis' mike until we can get yours fixed?

MAYOR MASTERS: The -- the, uh, attorney says this letter was just delivered today from Tony Brown, cc to Ruth Jones, Pamala Ryan, Michael Haygood, interim CRA director/attorney, Ocean Mall land lease. Um, number 4 on number 2, it says, "Require GSF to honor OMRD's promise for -- for a police substation." What's up with that?

CHAIRPERSON THOMAS: What number -- what number are you speaking of?

MAYOR MASTERS: Number 2. "Require GSF to honor OMRD's promise for a police substation. Keeping the areas safe is of -- of a paramount importance to the CRA." My question is, what -- I mean, this -- we ought to disregard this? There's no more promise or we --

CHAIRPERSON THOMAS: No, they -- they just discussed that.

MAYOR MASTERS: Well --

WAYNE RICHARDS: But I can answer -- I'll try to answer it again.

MAYOR MASTERS: -- I -- I have -- I'm going somewhere with it but, please, go ahead.

WAYNE RICHARDS: Um, Mr. Mayor, this -- Mr. Mayor, this is the first that we've had these -- that I -- we've had this -- these discussions. OMRD, uh, I believe was a Catalfulmo-controlled entity. Uh, BB&T took the lease from him. GSF then purchased the lease based upon the written documents. So when GSF purchased it, they did their due diligence. They read the document and there's no -- there was no mention of a substation in that document.

Mayor, what we're trying to do today, if -- if -- if the Council approves it with your blessings, if you will, is -- is provide an extension that gives hard certainty as to when Building B will be completed. It also puts in the City's coffers an additional $250,000. It -- we believe it's a win-win.

COUNCILPERSON J. DAVIS: Maybe 3.

WAYNE RICHARDS: I'll -- I'll share with you I'm not a -- I'm not a commercial developer, but in speaking to the actual commercial developer, he's made it very clear that he -- he will work with the City. He looks forward to working with the City. His words were, "We must partner with the City. The City is the boss. We want the City to be happy." So those are his -- and he's here. He'll speak up. Those are his overreaching comments.

But when we were asked by Councilman Guyton about -- he didn't say armed but he said, you know, additional security, if you will, there was significant pushback because the goal to have an upscale development is not to have an -- a significant police/security presence.

And I asked the question, Have there been reports? Have there been problems? And the answers have been no. You know, other than usual minor foolishness, we don't have a -- we don't have a problem where we need armed or, uh, uniform security patrolling.

MAYOR MASTERS: Well, my -- my purpose for that is I'm -- I'm a firm proponent of a police substation, number one. Number two, that's not going to happen. As far as I'm concerned -- concerned, if you don't have armed security, you have no security at all. I mean, just to have people walking around with no type of protection -- now, you keep using the term "upscale" This is 2013. There's Boston. I mean, we could go on and on and on.

And I would feel comfortable -- you know, I go to the Ocean Mall almost every single day. Um, I just think that the, uh, tourists there and residents -- I don't know. That's just my opinion. And I heard you say earlier, Attorney Richards, that you've been told that nobody wanted armed security? Did you say that earlier?

WAYNE RICHARDS: No. I said two things. When I mentioned armed when your councilman said, "Well, Mr. Richards, I never mentioned armed. I asked you what were you doing --"

MAYOR MASTERS: I heard that. I heard that.

WAYNE RICHARDS: "-- to maintain the security that you promised?" And I then mentioned that the gentleman who wishes -- the developer who actually does this -- this is -- this is what he does. This is how he earns his living. He's an expert at this. He has told me that that -- that armed security is not in keeping with the aura that is the Ocean Mall and will continue to be the Ocean Mall. It's just -- so then I asked the question. I said, "Well, what's happened there? Is it needed?" And the responses have been, "It's not needed --"

CITY ATTORNEY RYAN: That's (inaudible).

WAYNE RICHARDS: "-- that we have armed security with guns on their side, you know, visible."

MAYOR MASTERS: Okay. I understand. That's just not my view.

WAYNE RICHARDS: I -- I --

MAYOR MASTERS: Thank you.

WAYNE RICHARDS: -- of course I respect your -- your view, Mr. Mayor.

MAYOR MASTERS: Thank you for the (inaudible).

WAYNE RICHARDS: But before -- but if I may, today you can discuss anything you want. But today we're trying to get Building B demolished. We want the place cleaned up, and we're trying to give you hard-core certainty as to dates that Building B will be demolished and the new building goes up.

MAYOR MASTERS: Thank you.

CHAIRPERSON THOMAS: Okay. Mr. Davis?

COUNCILPERSON T. DAVIS: Yes. I -- I have a question for Attorney Richards. Um, in the May 13th document that you -- letter that you stated, it talked about GSF paying the total fees over $200,000. Are there any other outstanding fees associated with foreclosure that the Council should be, uh, aware of?

WAYNE RICHARDS: Great question, Councilman Davis. The answer is no. The -- the foreclosure has been successfully completed and, uh, within -- I say 24, but it might be 28 hours of that foreclosure going through, they wired $300,000 to the City. They also paid -- and -- well, the letter speaks about the monies they've paid. And I understand that there's another invoice -- another check coming to the City as we speak right now. So they have been very good at paying everything to the City.

COUNCILPERSON T. DAVIS: Okay.

WAYNE RICHARDS: So there are no -- other than the check that's en route to the City now, there are no unpaid or unsatisfied liens against the Ocean Mall. The foreclosure

suit and their payments clean things up.

COUNCILPERSON T. DAVIS: Uh-huh. Thank you.

CHAIRPERSON THOMAS: Miss Pardo?

CHAIR PRO-TEM PARDO: Okay. I have a couple of things. I'd just like to piggyback off of what the mayor was saying about security. I think we all need to remember that from March 1st until November, the lighting at the Ocean Mall is extremely dim. Extremely dim. Because of the turtles. There's special lighting over there.

When people come out of the restaurants, there are people who are not comfortable walking to their cars. Because the parking lot is as dim as the area, you know, between the restaurants and the beach. So I think that's one of the reasons why we've been asking for additional security. The City of Riviera Beach provides security right now. We have our police officers that go over there. As a matter of fact, we even put money in the CRA's budget to -- to provide security over there.

And I just question whether or not we should be providing that security or whoever leases the Ocean Mall should be requiring that security.

Now, I understand the reason why you would not want a police substation there. If we're trying to step up the level at the mall, do you really want police cars lining the street? If we have, you know -- if we have a police substation, you're not just going to have one officer inside the station. There's going to be multiple cars. And I think we're all aware -- you know, if you go to another town and you pull into a shopping center and you see a couple of police cars parked, immediately you think, Oh God, something just happened.

Okay? But we need to figure out a plan. There has to be a security plan. And I'm not comfortable with just saying, Well, we'll have cameras around the Ocean Mall. There needs to be people walking around, security from the time the mall opens until, you know, the last restaurant closes. So I am, you know, a firm believer that, you know, you guys need to figure out some kind of plan. But there has to be security.

COUNCILPERSON J. DAVIS: Uh-huh.

CHAIR PRO-TEM PARDO: Has to be security there. And the police substation, that's something that, you know, we can continue working on maybe, you know, um, in another, you know, section of Singer Island. But cameras? Cameras aren't going to do it. You know, it's great to have cameras. We have cameras over there right now. Okay? But there's still crime over there. And a camera isn't going to make someone like Mrs. Havener comfortable at 10:00 at night walking out of Johnny Longboats walking to her car.

UNIDENTIFIED SPEAKER: That's right.

CHAIR PRO-TEM PARDO: Okay? So that is something that we all need to figure out.

UNIDENTIFIED SPEAKER: Uh-huh.

CHAIR PRO-TEM PARDO: All right. The next thing is I passed down a list of -- I have it as deficiencies at the mall. But really it is items that need to be addressed as soon as possible. And they're really maintenance items. You need to address the landscaping. Some of the landscaping needs to come out and it needs to be replaced. The buildings need to be painted. You know, pressure cleaning. You need to do something with the trash containers that are very visible. And -- and, you know, on the weekends, you know, the restaurants are very busy and their guys are throwing the trash into the bins but it's -- it's filthy. And you don't want the public driving through and looking at the restaurant's trash. So it needs to be addressed.

Now, to my colleagues, I did present this list to Mr. Richards and to GFS. And, uh, they agreed to the list and they agreed that they would address every item on the list within 45 days. So I would propose we take this list and attach it to the amendments to the Ocean Mall ground lease and, you know, just make it part of the document.

WAYNE RICHARDS: We -- we are in full agreement and it will not take us 45 days but -- but please, thank you for the 45 days.

CHAIR PRO-TEM PARDO: Okay. And every item on the list you guys agree to, correct?

WAYNE RICHARDS: Absolutely.

CHAIR PRO-TEM PARDO: Okay. And --

COUNCILPERSON J. DAVIS: Mr. -- Mr. Chair?

CHAIRPERSON THOMAS: Can you just hold on one second, please?

COUNCILPERSON J. DAVIS: I was gonna just ask Miss Pardo if she would agree to the language being put in there, too.

CHAIRPERSON THOMAS: Hold -- hold -- yeah, hold on one -- hold on one second. We have -- we don't have a motion yet so --

CHAIR PRO-TEM PARDO: Okay.

CHAIRPERSON THOMAS: -- I want to make sure you finish first.

CHAIR PRO-TEM PARDO: Yes. Oh, wait. One other thing. Well, I'm done with this. And then I think we as a council need to discuss what we're going to do with this 500 -- if we move forward tonight with this agreement, what we're going to do with this $550,000. And you know, my thinking is maybe we should just take the money and put it in, you know, a different account until we decide what we're going to do with it, instead of putting it into the general fund and, you know, God knows what's going to happen to it.

CHAIRPERSON THOMAS: I'm --

CHAIR PRO-TEM PARDO: So I think that needs to be another discussion for the board.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: Um, that's it. Yeah, I'd like --

CHAIRPERSON THOMAS: Do you --

CHAIR PRO-TEM PARDO: -- to hear Miss Davis so we can add it to the list.

CHAIRPERSON THOMAS: Okay, okay, okay, okay, okay. Got it. Got it.

CHAIR PRO-TEM PARDO: Thank you, sir.

CHAIRPERSON THOMAS: Miss Davis, go ahead.

COUNCILPERSON J. DAVIS: I was just asking, um, you said to attach the document to the, um, agreement. But also to put the language in about the 45 days. I mean, I -- I just -- I just -- after --

CITY ATTORNEY RYAN: Absolutely.

CHAIR PRO-TEM PARDO: Absolutely.

COUNCILPERSON J. DAVIS: -- you know, we've gone through such --

CHAIRPERSON THOMAS: Yes. Yes.

COUNCILPERSON J. DAVIS: -- I just think we need to put --

CHAIR PRO-TEM PARDO: Everything.

COUNCILPERSON J. DAVIS: -- deadlines in there that things should be completed.

CHAIRPERSON THOMAS: Definitely.

CHAIR PRO-TEM PARDO: Correct. I agree.

CHAIRPERSON THOMAS: Definitely.

CHAIR PRO-TEM PARDO: And Miss Ryan, you have that?

CITY ATTORNEY RYAN: Yes. I'm writing it all down.

CHAIRPERSON THOMAS: Yeah. Okay. I have a few questions at this point. Um, Mr. Sherman -- is Miss -- is Miss Hoskins here?

UNIDENTIFIED SPEAKER: No.

CHAIRPERSON THOMAS: Okay. Mr. Sherman, you're gonna have to do.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: I guess you'll have to settle for me.

CHAIRPERSON THOMAS: Um, I -- I -- in my meeting with this group, um, I spoke to them about the -- the payment. And we had not received the rent payment yet.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Correct.

CHAIRPERSON THOMAS: And they instructed me that the $27,000 had been, um -- had been mailed or it's -- I think he said it's in the mail or it's --

UNIDENTIFIED SPEAKER: It's in the mail.

CHAIRPERSON THOMAS: It's in the mail?

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Okay.

CHAIRPERSON THOMAS: We would have preferred the wire but since you put it in the mail we'll -- we'll -- we'll wait on it. No. But that wasn't -- well, that bothered me because it's the time of year that we're getting it. But I was told that, um -- that they have until April of the following year to actually pay that particular payment. And I'm trying to make sure that that's accurate.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: They're supposed to make a payment by April 1st of every year. Last year's payment we received, I want to say, it was in June. Uh, and we did try to follow up today to find out where this latest payment is and we're being told --

CHAIRPERSON THOMAS: No. He -- he told me it's in the mail.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Okay. That's what he's saying.

CHAIRPERSON THOMAS: He -- you said it's in the mail.

UNIDENTIFIED SPEAKER: (Inaudible).

CHAIRPERSON THOMAS: Well, my -- my issue is why do we have a lease where we're getting a payment four months into the next year?

DIRECTOR OF FINANCIAL SERVICES SHERMAN: I -- that's -- that's the language. They -- they have until April to -- to make that payment. It's an annual payment that they're required to make and my -- my --

CHAIRPERSON THOMAS: I -- I get it. I understand it's an annual payment.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Yeah.

CHAIRPERSON THOMAS: I'm just a little uncomfortable saying you have -- well, they're -- we're not going to obviously get it until maybe another week or so. We'll be almost in June. And you said they paid it in June of -- of last year.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: It was June last year.

CHAIRPERSON THOMAS: So it's, like, we're getting it six months into the following year. I don't -- it doesn't take that long to go through books. It really doesn't take that long to go through books. So is that something that -- you -- you wanted to say something, sir?

COLUM FLYNN: Yes. Can I?

CHAIRPERSON THOMAS: Yeah, sure. Go right ahead, Mr. Colum.

COLUM FLYNN: Uh, good evening. My -- my name is Colum Flynn. I'm representing GSF here tonight. Um, I mean, the -- I understand your -- your issue regarding the -- receiving the payment six months thereafter. I think it -- it needs to be noted that the $27,000 that was owed to you was an obligation of the original borrower, which we unearthed once we came in --

CHAIRPERSON THOMAS: Uh-huh.

COLUM FLYNN: -- and took over control of the property as such. So it was a rent payment due by the old borrower. We were the lender or the note purchaser. So we found out through an invoice that we received from you, um, that the 27,000 was due. Uh, I have instructed Urban, who's our property manager, to send the rent payment for 2012, so it should arrive to you by the end of the week.

CHAIRPERSON THOMAS: Okay. All right. Well, we -- we appreciate that. I'm -- I'm not very, uh -- very comfortable with it being so late. So since it's in the lease and I'm assuming that this is not a time that we can -- okay -- that we can change it, if it says you have until April, I'm just asking that you make a -- a very conscious effort to get it here way before April.

COLUM FLYNN: Yeah. Well, as I said, I -- yeah, I intend to have it to the -- paid to you by the end of this week.

CHAIRPERSON THOMAS: Right. We're talking about you right now. But we actually should be talking to --

COLUM FLYNN: To --

CHAIRPERSON THOMAS: -- this gentleman. So --

CITY ATTORNEY RYAN: Just talk to (inaudible).

CHAIRPERSON THOMAS: Good. Good.

CITY ATTORNEY RYAN: You can talk to him but he should be listening.

CHAIRPERSON THOMAS: Got it. Yes, sir. Appreciate it. And I'm -- and he's listening. He's shaking his head. Okay. The other thing that I wanted to discuss -- the other thing that I wanted to discuss is when I met with the -- with -- with these gentlemen, um, my issue was that I wasn't quite sure -- and I don't want to tell a potential business partner that, um, I didn't really have any trust for them. But, um, I didn't really have any trust for them. So, um, I asked them to -- in addition to the $250,000, we got a payment that should be here sometime next week of 20 -- $27,000, which was the ground rent lease.

What I asked for in addition to the $250,000 was an additional $27,000 to be paid. Since they're getting a year of this, that year that we're giving them, that they're paying the $250,000 for, I also asked for the rent to be paid for that year, as well. And, um, I don't think you all have a problem with that, correct?

CITY ATTORNEY RYAN: I'm trying to understand. You want them to pay that in advance? You want them to pay --

CHAIRPERSON THOMAS: Yes. I want them to pay that -- as soon as this money is due, the 250,000, I'd like them to pay the 27,000, as well.

CITY ATTORNEY RYAN: Well, Mr. Chair, the $27,000 is not just a flat fee. It is based upon rents. So it is our hope that next year it will be much more than that. I don't know how much more than that, but if Mr. Schwartzman is going to bring in, um, the kind of tenants that we're hoping that he's bringing in, then hopefully it won't be $27,000.

CHAIRPERSON THOMAS: Okay.

CITY ATTORNEY RYAN: So I don't want to say that they're prepaying their rent --

CHAIRPERSON THOMAS: Well, I -- okay. I can understand that.

CITY ATTORNEY RYAN: You know what I'm saying?

CHAIRPERSON THOMAS: I can understand that. But -- okay. Go ahead.

COLUM FLYNN: Um, one idea potentially -- you know, the 27,000 is based off of percentage of now's base rent revenue. So maybe I'm suggesting we pay the 27,000, prepay it, and then true up whatever the difference is --

CHAIRPERSON THOMAS: That's exactly what I was going to say.

CITY ATTORNEY RYAN: Okay.

COLUM FLYNN: -- at the end.

CHAIRPERSON THOMAS: My -- my issue I want to be able to get -- I'm sure that you all are going to do just fine. But the more we have in our coffers up front just makes me a little bit more, uh, comfortable. So yes, we'll take the 27,000 and then whatever the difference is of the -- what is it, 4 percent? Then we can get that when you pay it in -- before April hopefully. Are you -- you okay with that?

UNIDENTIFIED SPEAKER: Yeah, okay. Yeah.

WAYNE RICHARDS: Yes, we are.

CHAIRPERSON THOMAS: All right. That will be -- that will be all of, uh, my concerns. Did any other board member have any additional concerns?

COUNCILPERSON GUYTON: Yes. Mr. Chair? Yes.

CHAIRPERSON THOMAS: Yes. Mr. Guyton.

COUNCILPERSON GUYTON: Thank you, Mr. Chair.

CHAIRPERSON THOMAS: Uh-huh.

COUNCILPERSON GUYTON: I guess my first question may be to -- where did Mr. Sherman go? Um, what kind of mechanisms do we have in place to verify the numbers that the tenant is giving us with respect to what we are due at the end of the year?

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Yeah. The -- the lease allows for us to audit the numbers. Um, I cannot say whether they've been audited in the past but we do have the ability to do that.

COUNCILPERSON GUYTON: Okay. So let me ask this question. Do we verify annually what the numbers are to ensure that we're getting all that we should get?

DIRECTOR OF FINANCIAL SERVICES SHERMAN: I -- again, I don't believe that we have. Um, again, you'd have to go back and look at their books and look at their -- their income that is coming in and verify those numbers. Um, to my --

COUNCILPERSON GUYTON: Okay. From --

DIRECTOR OF FINANCIAL SERVICES SHERMAN: -- to my belief, we -- that has not -- that was not done last year.

COUNCILPERSON GUYTON: -- from this point forward could I recommend to the board that that is not an option; that is required.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Uh-huh.

CHAIRPERSON THOMAS: But that's not a recommendation. That's just a directive.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Yes.

CHAIRPERSON THOMAS: Oh, I mean, I can't say it as one person, as one --

CHAIRPERSON THOMAS: Well, no. No, no. We -- we just told Miss --

UNIDENTIFIED SPEAKER: Make the motion.

CHAIRPERSON THOMAS: No. We just told --

CITY MANAGER JONES: I've said it.

CHAIRPERSON THOMAS: -- Miss Jones that --

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: -- that's a directive.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Yeah.

CITY MANAGER JONES: And I looked at him and said, We will.

CHAIRPERSON THOMAS: Yeah. Yeah.

COUNCILPERSON GUYTON: Okay. Because --

DIRECTOR OF FINANCIAL SERVICES SHERMAN: Yeah. And that's -- and that's fine, yeah.

COUNCILPERSON GUYTON: Okay.

DIRECTOR OF FINANCIAL SERVICES SHERMAN: I agree.

COUNCILPERSON GUYTON: Okay, we need to verify numbers if we're in the business deal. We -- you know? I would think that would be protocol. The -- the other question that I have to the developers, uh, as it relates to marketing the Ocean Mall, have you developed or who may be the ultimate owner --

COLUM FLYNN: Zvi is probably --

COUNCILPERSON GUYTON: -- a marketing plan to market the area over there or is it hit or miss?

COLUM FLYNN: I believe it's Mr. Schwartzman would probably be the better person to talk to in terms of the leasing plan.

ZVI SCHWARTZMAN: We're going to market it -- first thing, we're going to be on the Internet everywhere. And we have -- a marketing company is working with us everywhere and their name is Buzz. And we're going to have a brokerage firm working with us to market the place. So we're not going to sit idle because it cost me money to keep it empty. So we're going to do a very big marketing about Singer Island

development.

COUNCILPERSON GUYTON: Okay. Can it -- can I clarify my question? Is there a documented plan that we can review that you have that you're going to execute?

ZVI SCHWARTZMAN: It's no documents. And nobody ever documents on marketing. We're just going --

COUNCILPERSON GUYTON: I may have to disagree there. But I mean --

ZVI SCHWARTZMAN: I cannot get it approve --

COUNCILPERSON GUYTON: -- there -- there are different strategies. Some don't. Some do.

ZVI SCHWARTZMAN: Uh, yeah, we have a strategy. We have very good brokers --

COUNCILPERSON GUYTON: Yeah. But to say no one never does --

ZVI SCHWARTZMAN: -- with working --

COUNCILPERSON GUYTON: -- I -- I don't think that's accurate. Um --

ZVI SCHWARTZMAN: We have good brokers. We don't split commissions. We give everybody full commission to bring us the right tenant. And that's what we're doing marketing. And then we market it in the newspaper, on the Internet. That's the only thing we (inaudible) --

COUNCILPERSON GUYTON: Okay. I'm not going to belabor the point but you (inaudible) --

ZVI SCHWARTZMAN: We just bought a place in Boca Raton. And all of you can visit. I can even rent a bus and take all the councilmen. The place was 42 percent full. We replaced everything. Lighting, like the councilman -- the councilwoman said. We changed the lighting. We paint the buildings. We fix the lobbies. And right now in the nine months we're 90 percent full. We just bought another project in, uh, 18 Street and Powerline. It's 60 percent, and I guarantee you it's going to be 90. We rename the shopping centers. We promote it. We don't know how to do it different.

COUNCILPERSON GUYTON: Okay. And -- and -- and just let me -- and I'm done, Mr. Chair -- um, we've been through experiences where we've heard much of what you just said. And it really never came to fruition. And my training is a planner and we have plans that we do so that we can execute and know where we're trying to go and what our goals -- and if we don't meet that number we're going to take a different direction. So that was only more of an academic question as opposed to a --

ZVI SCHWARTZMAN: Uh-huh.

COUNCILPERSON GUYTON: -- a theoretical -- I mean, but that is something that you might want to consider. I'm not going to tell you how to do it but --

ZVI SCHWARTZMAN: Right.

COUNCILPERSON GUYTON: -- but we've heard that before and it didn't come to fruition. (Inaudible).

ZVI SCHWARTZMAN: No, I understand. I understand.

COUNCILPERSON GUYTON: I'm done, Mr. Chair.

ZVI SCHWARTZMAN: You need to take a chance and let us do what we do. We paid good money for it and we're going to work on it. We don't want it empty. We have a bank what -- going to finance us. It needs -- wants to be sure he gets back his money. So we're going to do the utmost to fill it up immediately. And we have already tenants, which I don't want to mention the names right now. For an upscale restaurant to come in there with 7,200 square-feet restaurant. We have -- we have enough tenants to go in.

CHAIRPERSON THOMAS: Thank you.

ZVI SCHWARTZMAN: Thank you.

CHAIRPERSON THOMAS: Thank you very much, sir.

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Uh, Miss -- uh, yes, ma'am.

COUNCILPERSON T. DAVIS: Mr. Chair?

COUNCILPERSON J. DAVIS: Just one last question.

CHAIRPERSON THOMAS: Yes.

COUNCILPERSON J. DAVIS: Um, I -- in -- in my previous questions, I noted that the first $300,000 that was paid to the City sometime ago, um, was for the two years that they played catch-up. The first year they paid 100,000 -- the 100,000 represented the first year. The second -- the 200,000 represented the second year. And my question was, being that it was, uh, a $100,000 increment each year, is there any interest in making it $300,000 for this payment or are we --

COUNCILPERSON GUYTON: I would support that, Miss Davis. I think it's fair.

COUNCILPERSON J. DAVIS: I -- well, it's really kind of left up to the board. And -- and my only rationale for saying it was because of the incremental, uh, increases over the last two years.

CHAIRPERSON THOMAS: Okay. While they're laboring that point, Mr. Brown, you wanted to say something while you -- you guys are discussing that or whatever?

COUNCILPERSON J. DAVIS: 300,000.

CHAIRPERSON THOMAS: Are you discussing something?

CRA DIRECTOR BROWN: No, no. We -- we're going to stand --

CITY ATTORNEY RYAN: Well, I -- I kind of wanted you to talk about the 250 and how we got to that number and, um, why the demolition is a part of it.

CHAIRPERSON THOMAS: Oh, okay. Okay.

CITY ATTORNEY RYAN: But we can hold off on that if you want.

CHAIRPERSON THOMAS: Yeah. Yeah. Mr. Brown?

CITY ATTORNEY RYAN: Okay.

CRA DIRECTOR BROWN: Mr. Chair, members of the board, Tony Brown, Executive Director of the Riviera Beach CRA. Um, there are a lot of moving parts and I want to commend the city attorney and the city manager for bringing this matter to fruition. And I think that with the various moving parts what we tried to do or what I tried to do as your staff at the CRA in the memo I submitted was to give you some of the other concerns from the CRA's perspective.

The substantial completion date is an issue and a concern that needs to be addressed. But as my memo attempted to document, we feel that there are other concerns that should be addressed, particularly since there's the possibility that the property will flip and that we should state what our expectations are as it relates to the new ownership and the management of the property.

Um, in the short time that GFS has, uh, been the holder of the -- of the leasehold improvements, the mortgage, uh, we feel they have negotiated in good faith, and as my memo indicate, that we do support, like, City's recommendation of approving the extension of the substantial completion date. And you had substantial conversation about what should be in the agreement to be more specific about what that substantial completion should be, uh, as it relates to the demolition of the building.

I don't know if it's the intent of the new owner to, um, construct the new building. The mall is presently over 50 percent vacant and so the issues that deal with unavoidable delays are outlined as acts of God, war or terrorism and not necessarily issues related to -- to marketing.

UNIDENTIFIED SPEAKER: Right.

CRA DIRECTOR BROWN: And so those things probably should be addressed. The

issue of whether or not GFS is to honor OMRD's promise for a police substation. I will tell you that in my interaction with the residents on Singer Island, that they believe that that promise was committed. And each time that I'm asked to address the community, they -- the first question I get is the status of the police substation.

We do realize that perhaps the economics have changed and in my memo I've indicated that as you sit as the CRA Board, if you would so direct, that we would negotiate the leasing of space to ensure that we have a platform to place our ambassador program to enhance the type of security that we want the mall to do to maintain the attraction of our visitors, as well as a safe place for our residents. And so we would be prepared to bring money to the table to ensure that. We can put eyes on the beach park and ensure that the safety of men and women to their cars and to points west are enhanced through our ambassador program.

A marketing plan. I think Mr. Guyton is quite appropriate to ask whether GSF or any new buyer, what is the plan for marketing the property. The concern of current tenants deals with the inability or the assignability as to who is responsible for the Ocean Mall. You have a laundry list of property maintenance issues. You can talk to any tenant there and they will tell you that there is no marketing of the property.

There is no special events happening at the property. And so we do think that if the property is to be exchanged, that it is appropriate due diligence for the new owner to share with us what are their plans to market the property and what are their ideas and visions to create special events and to be accountable to the tenants that are presently there.

I remind you that in your ground lease that any exchange of the real estate does require the City's consent.

COUNCILPERSON J. DAVIS: Uh-huh. That's right.

CRA DIRECTOR BROWN: Um, I -- we are not privy to the ground lease. We are partners with the City in the, uh, development and disposition agreement, the DDA. But I think there -- since -- since the property may flip and everybody's at the table to negotiate, I think that as we've heard from GSF, that they would like, um, to have an extension of the completion date. I think there are other things that -- that we've talked about as staff that if we had a chance to -- for a do-over, that we would put some things on the table.

One that we would recommend would be obviously the elimination of the equity split. If we were to one day charge for parking, uh, I think there are other provisions that -- appropriately so -- we should still allow the tenant to be able to collaborate and approve. But any revenue generated from parking on city-owned land should not be split --

COUNCILPERSON J. DAVIS: Uh-huh. Exactly.

CRA DIRECTOR BROWN: -- with the tenant. And you've talked about the lease attached to rents. And so if you're going to keep with the City's ground lease being tied

to rents, the marketing plan is appropriate or otherwise I think if we have a chance to do over, then perhaps you ought to talk about a fixed rent structure tied to the value of the ground lease and not so much the volatility associated with the rent-up of the property.

COUNCILPERSON J. DAVIS: Uh-huh.

CRA DIRECTOR BROWN: So those, uh, the highlights of -- of recommendation and we thank the city manager, city attorney for allowing the CRA to give commentary. Thank you.

CHAIRPERSON THOMAS: Thank you.

COUNCILPERSON T. DAVIS: Excuse me, Mr. Chair?

CHAIRPERSON THOMAS: Uh, Mr. Davis?

COUNCILPERSON T. DAVIS: Mr. Brown, can you come back to the podium? Thank you. Um, I heard you made a comment about special events. Um, is that something that you're looking for this group to support, or the board?

CRA DIRECTOR BROWN: I think it's a combination of this group and the board as the CRA. I think this is an opportunity for us to truly enhance the right public/private partnership. The construction component is just one element. Uh, marketing the property, creating a special event. I think we have one of the best beach parks in the state, if not the country. When you talk to tenants, there is no major marquee event that is happening at our signature property.

COUNCILPERSON J. DAVIS: No.

CRA DIRECTOR BROWN: And I think that should change.

COUNCILPERSON T. DAVIS: Okay.

COUNCILPERSON J. DAVIS: Mr. Chairman?

CHAIRPERSON THOMAS: Miss Davis?

COUNCILPERSON J. DAVIS: Um, I just have a hypothetical for our city attorney. Um, and I'll -- I'll start it by telling you a story. A friend of mine went to a restaurant and on the way out to her car was mugged. Um, she sued the owner of the restaurant and was successful in doing so. So if that should happen --

CHAIR PRO-TEM PARDO: Right.

COUNCILPERSON J. DAVIS: -- on City property, are we responsible since we are the owners of the property or what? And -- and -- and dependent on your answer, um, if we are, the -- maybe we -- it's a dual lawsuit; I don't know. But that's why it -- I thought that maybe we might want to have our own police presence.

CHAIR PRO-TEM PARDO: Right.

RICK JAROLEM: Miss Ryan, if I may?

CITY ATTORNEY RYAN: Sure.

RICK JAROLEM: Good -- good evening, Mr. Mayor, Council. Um, there's something I want to address on that. Rick Jarolem, the -- the outside city attorney --

COUNCILPERSON J. DAVIS: Uh-huh.

RICK JAROLEM: -- on the security issue. It appears to me on my read of the lease that the security responsibilities fall to the tenant. And if they do not live up to that and any -- any action is brought against the City, that the City would have a good case for indemnification to come against the landlord on that.

CITY ATTORNEY RYAN: Section 18. Yeah.

COUNCILPERSON J. DAVIS: Okay.

RICK JAROLEM: Yeah. And I believe there's a section in the lease for that -- for that particular issue.

CITY ATTORNEY RYAN: Absolutely.

COUNCILPERSON J. DAVIS: Okay.

CITY ATTORNEY RYAN: Absolutely.

RICK JAROLEM: Um, there --

CITY ATTORNEY RYAN: To further that, we made sure that that's in the agreement. If we get -- we can't stop people from suing us.

COUNCILPERSON J. DAVIS: Uh-huh.

CITY ATTORNEY RYAN: But they have agreed by the agreement, the lease --

COUNCILPERSON J. DAVIS: We're indemnified?

CITY ATTORNEY RYAN: -- to indemnify the City --

COUNCILPERSON J. DAVIS: Okay.

CITY ATTORNEY RYAN: -- for any losses.

COUNCILPERSON J. DAVIS: Gotcha.

CITY ATTORNEY RYAN: And things have happened. And we send over the letters

immediately to, um, Ocean Mall.

COUNCILPERSON J. DAVIS: I just want to make sure. All right.

RICK JAROLEM: There's a -- there's a couple other issues if I can bring up while I'm up here with -- with the chairperson's permission.

CHAIRPERSON THOMAS: Yeah, go ahead.

RICK JAROLEM: Um, some of the things that have been discussed by -- by Mr. Brown with regards to the new tenant, I -- I believe he's correct. He -- I know he's correct that the -- that in order for any -- the lease to change hands from GSF to Mr. Schwartzman's group, that they have to make application and the City has to approve it. And they -- the City is going to be allowed and going to be permitted to do inquiries so it knows whether or not to approve. You have -- there's a reasonableness standard that's in the lease that says you shall -- you shall not unreasonably withhold consent. But a lot of these issues and a lot of -- a lot of who Mr. Schwartzman is, the group --

COUNCILPERSON J. DAVIS: Uh-huh.

RICK JAROLEM: -- the group that is actually taking title to the lease, all of those things, I think, have to go through a process after what we're talking about today.

COUNCILPERSON J. DAVIS: Uh-huh.

RICK JAROLEM: What we're talking about today is simply whether or not to entertain the GSF proposal to extend the completion of the Phase I under -- under the lease. And I wanted to address in particular the 250 to 300,000 issue. And while I understand it will not step in your way, Miss Davis, um, from the -- from the staff recommendation, from the city attorney and from myself, one of the linchpins to coming up with any agreement with GSF or anyone, for that matter, is the elimination of the ambiguity of when the -- when the citizens can get action on that parcel and what happens on a drop-dead date, for lack of a better term.

And it was always with the intent that we were sent in to discuss with Mr. Richards and GSF that the City above -- not -- maybe not above all, but equal to all, is requesting and demanding certainty as to these issues that --

COUNCILPERSON J. DAVIS: Uh-huh.

RICK JAROLEM: -- the language in the lease shall not ever go forward with -- with -- with -- with ambiguity as to a drop-dead date.

COUNCILPERSON J. DAVIS: Uh-huh. Right.

RICK JAROLEM: Now, we understand that hurricanes, concrete, labor shortage, other things like that --

COUNCILPERSON J. DAVIS: Uh-huh.

RICK JAROLEM: -- but that's addressed elsewhere in the lease. But when it came to a default for this --

COUNCILPERSON J. DAVIS: Okay.

RICK JAROLEM: -- it was hard and fast and I want to congratulate or at least commend -- my experience throughout this -- this has -- this started, I think, a year ago when we first met GSF -- of the council and the city attorney, that under a lease that was generally considered to be unfavorable, as you're well aware, and may not have -- may not have met with everyone's approval, that if the numbers I'm hearing are correct within the -- within the 12 months since we started, you're talking about the City taking in over 604,000 within -- in 2013 plus another, I think, 50 or 60,000 and other defaults in rent last year.

You're talking about bringing in somewhere in the neighborhood of 600 -- 650,000 plus off of -- off of a lease that didn't make anyone happy. And this goes, of course, to the benefit of the citizens.

And with the patience and direction of the council and city attorney, by not defaulting and terminating the DDA --

COUNCILPERSON J. DAVIS: Uh-huh.

RICK JAROLEM: -- you were able to get the monies that you ordinarily would not have been entitled to. And I think that was a great job and a great decision by the council --

COUNCILPERSON J. DAVIS: Uh-huh.

RICK JAROLEM: -- and the city attorney. So with that, um, I'll let you get back to GSF.

MAYOR MASTERS: Uh, Mr. Chair?

CHAIRPERSON THOMAS: Okay. Um, Mayor?

MAYOR MASTERS: Yeah. I -- you -- go back. I -- just a question. Um, back to Councilperson --

RICK JAROLEM: Sure.

MAYOR MASTERS: -- Councilwoman Judy Davis's, uh, scenario. I know we've got three attorneys in the room and sometimes you can all come up with three different opinions. I understand that if it's in the agreement that the owner, um, we identified, will not be sued because of the agreement between the owner and the tenant.

RICK JAROLEM: Correct.

MAYOR MASTERS: However, having said that, are you also saying that the City has

no fiduciary duty to make sure that the place is secured?

RICK JAROLEM: No, that's not -- that's not what I'm saying.

MAYOR MASTERS: Okay. Explain the fiduciary duty.

RICK JAROLEM: Well, I don't know that I would use it as a fiduciary duty but it would be the duty of the landlord and the duty of the City to make sure that the lease obligations are carried out.

UNIDENTIFIED SPEAKER: Uh-huh.

MAYOR MASTERS: Okay.

RICK JAROLEM: So from -- from the perspective of what I would view as more of a contract position, without confusing the duties, the City has got a -- is essentially the owner and it leases -- it allowed someone to lease on its behalf.

MAYOR MASTERS: Okay.

RICK JAROLEM: Essentially it's GSF at this point. If they don't toe the line, there's default provisions in the lease that the City can seek to enforce. There's a default provision that allows -- I believe this would be a non-monetary default. There would be notice given and they would have to cure it.

If not, they could essentially face ultimately a litigation that would divest them of their leasehold interest, which I think would be viewed as a catastrophic event from any land -- from any party like GSF or Mr. Schwartzman's group that they simply would not allow to happen. They would make sure that any issues were resolved and cured.

I -- I'll let Mr. Richards speak for his client, but in my experience in dealing with -- with land use and representing both landlords and tenants in these situations, you don't want to risk everything on something that could be cured. And the City's obligation is to make sure that whomever is holding that lease toes the line and make sure that security is being provided for in an adequate method. And if not, to issue the -- the appropriate defaults.

MAYOR MASTERS: Well, that's kind of what I thought.

RICK JAROLEM: Yeah.

MAYOR MASTERS: I also have a question -- question for Attorney Richards, please.

RICK JAROLEM: Hopefully he'll agree with me.

MAYOR MASTERS: No, it's another question. I can't challenge lawyers. You know that. Um, I just know there's been cases where, in spite of the agreement, the owner has been sued and have won, you know, against the owner. So I -- I do know that that

can kind of go either way sometimes. But having said that, um, Councilwoman Pardo is to be commended for compiling this list of deficiencies at the mall that she has listed, a great -- I mean, it's a great job.

My question has to -- probably has to do with the -- the -- the owner and the 45-day period. Um, school's going to be out pretty soon in June. And, um, there's going to be some young people possibly going to be looking for some work. And I'm wondering at some of -- as I looked at some of these, uh, things that could be done, would you be, um, open to maybe putting some of these kids to work and doing some of this stuff that's not -- that doesn't really require great skills?

WAYNE RICHARDS: Um, I'm going to ask Colum to speak to that. I do want you to know that the Port of Palm Beach has their annual summer intern program and we are accepting applications as we speak. We're looking for college students. So that -- that's out there. I do know that there is a local management company that is tasked with doing that right now. And we're paying them very handsomely to maintain the property. And we're going to -- we're going to turn the heat up on them.

MAYOR MASTERS: Okay.

WAYNE RICHARDS: So they -- we have a contract with them now. Um, Colum, are there any -- do you know how they're hiring at the -- at Urban Retail? Any idea?

MAYOR MASTERS: Yeah. We're always looking for possibilities to get our students hired and -- and unemployed, as well. Yes.

CHAIRPERSON THOMAS: To get them employed.

MAYOR MASTERS: To get them employed. Correct. Correct.

COLUM FLYNN: I -- I have no idea, um, what Urban's plan would be to, you know -- in terms of -- of hiring outside the company. Um, but it's definitely something that I can look into.

MAYOR MASTERS: Okay.

COLUM FLYNN: I'm not going to shut it down and say, Hell, no way, but I will definitely ask them and see if that's something that --

WAYNE RICHARDS: Mr. Mayor, if Urban Retail says that there are opportunities, who should they contact?

MAYOR MASTERS: Me.

WAYNE RICHARDS: And what is your number, please?

MAYOR MASTERS: 845-4145.

WAYNE RICHARDS: I have it. I actually have it. Okay. Uh, we --

MAYOR MASTERS: I'll be very happy to work with you to get some of these young people working.

WAYNE RICHARDS: Mr. Mayor, I will promise you that we will contact the company whose job it is to fully maintain that place.

MAYOR MASTERS: Okay.

WAYNE RICHARDS: And if there is -- if they're planning on bringing on additional people, you will definitely get a call. That's my promise to you.

MAYOR MASTERS: Thank you. Just trying to put the kids to work during the summer. That's all.

WAYNE RICHARDS: Yeah.

MAYOR MASTERS: Thank you.

CHAIRPERSON THOMAS: You -- you wanted to say something else? Go ahead.

RICK JAROLEM: One -- one last -- one last comment. We talked about -- and this wasn't the timing of the demolition of the -- of the 7-Eleven building.

CITY ATTORNEY RYAN: We had talked about that.

RICK JAROLEM: We talked about that. Mr. Richards has conveyed to me that either GSF or Mr. Schwartzman through whatever group is ultimately buying, um, plans to commence work on that. I believe the word was "immediately," so I don't know if we want to fashion a time frame or anything like that with them on that.

WAYNE RICHARDS: Well, let me share with you. We're open to that but please remember that this agreement has a firm drop-dead date. I -- I believe it's May 31st and -- and I haven't looked at it in the last nine minutes -- May 31st that there -- other than unavoidable delay, this major asset has to be handed to the City. Um, may I share the information about the move?

COLUM FLYNN: Absolutely.

WAYNE RICHARDS: Okay. 7-Eleven has already pulled permits to move out of their current location. 7-Eleven has already signed a new lease with GSF. And it says that they shall -- they shall be in their new location within 120 days. So if 7-Eleven takes the full 120 days, which they can, that's four months. That means we have eight months -- that means we shall demolish and put up a new Building B within eight months. Zvi is already planning on coming up with plans, working with Community Development so that the minute they move, he's demolishing and building. So he's going to -- the -- the clock is running. This is a -- this is the biggest hammer in the world that the City is now

holding over -- over our head. He has eight months to demolish and build. So there'll be no hesitation. He wrote -- this document says that after May 31st you're done. Give us the keys. I -- I think that's the biggest hammer in the world.

CITY ATTORNEY RYAN: It does say that.

CHAIRPERSON THOMAS: I would be inclined to agree. But in eight months, we shall take those keys.

CITY ATTORNEY RYAN: And the -- the document that you have --

MAYOR MASTERS: We shall?

CHAIRPERSON THOMAS: We shall.

CITY ATTORNEY RYAN: -- says within -- on May 31st, a certificate of occupancy. It doesn't mean substantially complete.

WAYNE RICHARDS: No. We understand that. And I --

CITY ATTORNEY RYAN: It -- it doesn't mean we almost have it done.

WAYNE RICHARDS: -- I'm --

CITY ATTORNEY RYAN: It means C.O. from the Community Development Department.

COUNCILPERSON J. DAVIS: Absolutely.

WAYNE RICHARDS: I understand that. And I will share with you my client -- and I showed it to him, you know, as we walked in. And he said, "Well, Mr. Richards, what if we're done and there's a problem with the City giving us a C.O.?" I didn't have an answer for him. I said, "The City doesn't normally do that. That's not their M.O." So --

CITY ATTORNEY RYAN: That's shameful that he would even raise that as a possibility.

WAYNE RICHARDS: No, it's not. We -- we will be done by May 31st. This is the biggest hammer in the world. And we're gladly paying for it.

CHAIR PRO-TEM PARDO: Knee jerk (inaudible).

CITY ATTORNEY RYAN: Uh-huh.

CHAIRPERSON THOMAS: Well, you know, I -- I'm -- I'm glad that we're laboring on this point because I don't want to be looking at this in another few months. But someone to make, you know, north of $10 million investment, I'm sure they don't want to turn the keys over just that quick without, you know, recouping their funds. So although that would be, you know -- that -- that would be something that I would think

would be almost a non -- a no-brainer, uh, it could happen and if it does happen, you know, we'll have a -- a -- our lease back. So I don't believe that that's -- that's going to be the case and we definitely will do that. We have an expedited permitting that will happen now. Believe me, uh, we --

ZVI SCHWARTZMAN: (Inaudible) is going to work on the building.

CITY ATTORNEY RYAN: That's what I'm talking about.

CHAIRPERSON THOMAS: I -- I -- I believe you, sir. I believe you. And please believe me, I'll be the first one over there saying, Give me the keys, you know?

ZVI SCHWARTZMAN: Yeah.

MAYOR MASTERS: (Inaudible) new restaurant (inaudible).

CHAIRPERSON THOMAS: But, um, I'm -- I'm -- I'm sure that that will be -- that that will be taken care of. Any -- any last comments?

COUNCILPERSON GUYTON: One last question, Mr. Chair?

CHAIRPERSON THOMAS: Yes, sir, Mr. Guyton.

COUNCILPERSON GUYTON: Part of this overall deal was a community partnership agreement that focuses on hiring locals here from Riviera Beach, as well as the other areas. Um, that is a -- an agreement that I consider to be binding, quite frankly.

COUNCILPERSON J. DAVIS: Absolutely.

COUNCILPERSON GUYTON: And it's -- and it's part of all of the other documents. So I would like to ensure that you are aware that we expect to the degree that we have the expertise in our community, Riviera Beach, that they have an opportunity to participate.

MAYOR MASTERS: That's what I was talking about.

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIR PRO-TEM PARDO: Yeah. And I brought that up in (inaudible) meeting.

CHAIRPERSON THOMAS: Miss -- Miss Davis?

COUNCILPERSON J. DAVIS: And last, the -- the language about "with no threat of litigation," it -- is the board agreeable to that or --

CHAIRPERSON THOMAS: Yes.

COUNCILPERSON J. DAVIS: -- are they?

CHAIRPERSON THOMAS: Yes. That'll go in. Well, agreeable to --

CITY ATTORNEY RYAN: And perhaps what we should add is --

COUNCILPERSON J. DAVIS: Maybe we should ask them if they agree to that, too.

CITY ATTORNEY RYAN: Right. Um --

CHAIRPERSON THOMAS: I thought they already said yes.

UNIDENTIFIED SPEAKER: What is that?

COUNCILPERSON J. DAVIS: The part --

CITY ATTORNEY RYAN: Miss Davis asked about adding a section that says that, um, barring any litigation -- uh, with no --

COUNCILPERSON J. DAVIS: In Section 2.

CITY ATTORNEY RYAN: -- threat of litigation. You always want to have some kind of a mechanism. Perhaps we should say, um, mediation.

COUNCILPERSON J. DAVIS: I don't want to mediate. I don't want to -- I -- no.

CITY ATTORNEY RYAN: Okay.

RICK JAROLEM: If -- if I may. Um, one of the things that I'm not really -- if they don't do it -- the way the language is -- is drafted is that it "shall." There -- there is no litigation. When you have "shall," you have -- you have right that there's no -- there's no real defenses to -- absent it being an unavoidable delay as -- as defined in the lease. It was done -- the language was --

COUNCILPERSON J. DAVIS: But what -- this wasn't talking about unavoidable. I'm not talking about unavoidable, the --

RICK JAROLEM: Right. On -- on --

COUNCILPERSON J. DAVIS: -- I'm talking about that first -- that second paragraph.

RICK JAROLEM: The second paragraph?

COUNCILPERSON J. DAVIS: Under Section 2.

RICK JAROLEM: Which --

COUNCILPERSON J. DAVIS: "By payment of," blah, blah, blah, blah, blah.

RICK JAROLEM: Yeah. And if -- if --

COUNCILPERSON J. DAVIS: "In the event Phase I is not completed, the lease shall automatically terminate."

RICK JAROLEM: Yeah. Right. And that's -- and that's the -- from -- from my perspective, that's the critical language. When you -- when you're looking at things, what you want is you want things to have definitions that have -- by operation of law. When you have words that it shall -- where that's why we nailed it down in that manner.

COUNCILPERSON J. DAVIS: I -- I -- I understand that. But when I -- when I -- you know, to me, legally, I guess you understand that maybe "shall" means that's -- they have no -- no wiggle room whatsoever. But for me, I -- just because it's there doesn't mean that somebody can't file a lawsuit anyway.

WAYNE RICHARDS: Miss --

COUNCILPERSON J. DAVIS: You know what I'm saying? So I just want to be, um, very clear that, um, they agree to -- if you don't have this done, we don't -- we're not expecting any kind of litigation from you whatsoever.

WAYNE RICHARDS: Miss Davis, I will speak to my client and then I have to speak to the gentleman who's purchasing it. But I'm going to tell you, with respect, as always, what I'm going to tell them when I go over and whisper in his ear, I'm going to tell him that there's no way from a legal perspective that he can say yes to this. Because -- but -- but --

COUNCILPERSON J. DAVIS: Exactly.

WAYNE RICHARDS: -- because we also need the City to perform. Every permit we get comes from the City. Certificate of occupancy comes from the City.

COUNCILPERSON J. DAVIS: Uh-huh.

WAYNE RICHARDS: It's a -- it -- it -- it's a two-way street. But I'll tell you, you know, eight -- in my 18 years of being an attorney, I've never seen a hammer this big. I've never --

COUNCILPERSON J. DAVIS: Well, let's just add a little -- another little bit on there. That's all.

WAYNE RICHARDS: -- I'm just telling you. I'm being honest. Your -- your city attorney and I -- your city attorney, we weren't at $250,000. We were at 100,000. And -- and we didn't have all of the "shalls" in here. And quite frankly, my client said, "We should hire her." Okay? So it -- it was very hard for us to get there.

CITY ATTORNEY RYAN: (Inaudible).

WAYNE RICHARDS: It's very hard for us to get there and this is a very big hammer.

COUNCILPERSON J. DAVIS: And this shouldn't be difficult.

WAYNE RICHARDS: No. But -- but -- but it's serious. And -- and these time

constraints are severe and we're going to follow it. "May" and "shall" are two different things. In -- in law, "shall" is -- shall --

COUNCILPERSON J. DAVIS: Why is it difficult?

WAYNE RICHARDS: -- there's no wiggle room with "shall." But I'm going to tell them they cannot agree.

COUNCILPERSON J. DAVIS: So if -- if there's no wiggle room why is it an issue for putting -- putting the -- the --

WAYNE RICHARDS: Because this is a --

COUNCILPERSON J. DAVIS: -- four or five words in?

WAYNE RICHARDS: Everything that we -- the City has to perform as well. We need building permits from the City. We need a certificate of occupancy from the City.

COUNCILPERSON J. DAVIS: Oh, you're saying we may not do something so you could -- you could sue us? Okay. I see.

WAYNE RICHARDS: I'm -- I'm not quite saying that. But I'm saying it's a two-way street.

COUNCILPERSON J. DAVIS: All right. Miss -- are you -- are you comfortable with this?

CITY ATTORNEY RYAN: Yeah, I am comfortable, because he's right. In the event that --

COUNCILPERSON J. DAVIS: Okay.

CITY ATTORNEY RYAN: -- Community Development, which we know would never happen -- but if they --

COUNCILPERSON J. DAVIS: All right.

CITY ATTORNEY RYAN: -- unreasonably delayed on giving them their C.O. and we -- we use that as a, um -- a hammer just -- just so that we could get the property back --

COUNCILPERSON J. DAVIS: I understand.

CITY ATTORNEY RYAN: -- they're going to want to litigate that issue.

COUNCILPERSON J. DAVIS: I gotcha.

CITY ATTORNEY RYAN: And, you know --

CHAIRPERSON THOMAS: Well, both sides are going to operate in good faith.

CITY ATTORNEY RYAN: With good faith.

CHAIRPERSON THOMAS: And -- and --

UNIDENTIFIED SPEAKER: That's what I'm saying.

CHAIRPERSON THOMAS: Yeah. Both sides will operate in good faith.

COUNCILPERSON J. DAVIS: That's right.

CHAIRPERSON THOMAS: Um, I don't ever have an issue with making a document stronger but I'm -- I mean, I'm -- I'm comfortable, um, with that. I don't expect for the City to issue a certificate of occupancy if it's not ready for a certificate of occupancy.

CITY ATTORNEY RYAN: That's right. That's right.

CHAIRPERSON THOMAS: Um, and our Community Development is going to do just that. It protect, you know, um, our interests and -- and our residents when they occupy a building. So this is not your first rodeo. It's not our first rodeo. You know, it's -- we -- we've been in some rough relationships lately so everybody's a little shell-shocked but we're going to counseling and we're going to be fine. All right? We're going to counseling. We're going -- we're going to be fine. I think everybody's -- was able to get it out. Okay. So, um --

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: -- what -- yes, ma'am?

COUNCILPERSON J. DAVIS: I move that we approve the document with the, um, language from Miss Pardo concerning the issues there and the 45 -- or should I add the 45 days?

CITY ATTORNEY RYAN: The 45 days --

COUNCILPERSON J. DAVIS: -- the 45 days. Okay.

CITY ATTORNEY RYAN: -- and the -- what about the, um -- another issue that came up, the prepay of the portion of the rent, a part --

COUNCILPERSON J. DAVIS: And so -- so it's 250,000 plus the 27,000 with, uh, the understanding that if it's more, they will pay it at the end of the year.

CITY ATTORNEY RYAN: Right. We'll add that.

CHAIRPERSON THOMAS: It is definitely a long motion but well needed. Is there a second?

CHAIR PRO-TEM PARDO: Second. Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any additional questions/concerns? Councilman Guyton?

COUNCILPERSON T. DAVIS: Yes, Chair.

CHAIRPERSON THOMAS: I mean, Councilman Davis.

COUNCILPERSON T. DAVIS: I have one question. So they're the only buyers here in the room for this property or he's just an investor?

CHAIRPERSON THOMAS: No. The buyer and the investor is here.

CITY ATTORNEY RYAN: No. He's --

COUNCILPERSON T. DAVIS: So he's the only buyer that was --

CITY ATTORNEY RYAN: No.

COUNCILPERSON T. DAVIS: -- trying to get this -- purchase this property?

CHAIRPERSON THOMAS: Well, I'm pretty sure it wasn't but that's who the investor selected to buy the property.

COUNCILPERSON T. DAVIS: Okay. Can you answer that question?

CITY ATTORNEY RYAN: Do you want him to address that?

COLUM FLYNN: I -- I (inaudible) --

COUNCILPERSON T. DAVIS: Please do.

CITY ATTORNEY RYAN: I don't think I missed anything.

COLUM FLYNN: Um, so, you know, as, you know, we were going through the whole foreclosure over the last -- call it 18 months, we received numerous phone calls, um --

COUNCILPERSON T. DAVIS: Okay.

COLUM FLYNN: -- from various different entities all over the country looking at this specific asset. And it's what we deem tire-kickers in the business, people just looking to sniff around to see exactly, you know, what's going on. But we got introduced to Zvi. Um, I did my homework on him and what he's done in the past. Zvi is a -- the best way to describe him is an international investor. He's got assets from London to New Zealand to Australia, all over the U.S.

COUNCILPERSON T. DAVIS: Okay.

COLUM FLYNN: All asset classes. So --

CHAIRPERSON THOMAS: Thank you. Mr. Colum, thank you.

COUNCILPERSON T. DAVIS: Okay.

CHAIRPERSON THOMAS: We're actually in the middle of a motion and it's kind of inappropriate for you to be talking in the middle of our motion but I wanted to make sure that the councilman got his question answered.

COUNCILPERSON T. DAVIS: It's answered.

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON T. DAVIS: I just wanted to see -- just make sure we had good competition. That's all.

CHAIRPERSON THOMAS: Okay. Are there any additional questions or concerns regarding this motion that's on the table?

COUNCILPERSON T. DAVIS: Yes. One more question.

CHAIRPERSON THOMAS: Mr. Davis.

COUNCILPERSON T. DAVIS: Um, are there any provisionaries [sic] in place that once they miss -- if they was to miss their deadline, which I'm sure they won't, that we can fine -- are there any fines in place that benefits the City?

CHAIRPERSON THOMAS: No. We just get the property back.

COUNCILPERSON T. DAVIS: Okay. All right.

CITY ATTORNEY RYAN: Mr. Chair? Is it the Council's intention to have us finalize this and have it executed before the next city council meeting and to bring back the final -- of course you'll get it in advance, but to bring it back for ratification by resolution at the June 5th city council meeting? Is that the intention of Council?

CHAIRPERSON THOMAS: I will say yes but why could --

COUNCILPERSON J. DAVIS: Yes.

COUNCILPERSON GUYTON: Yes.

CHAIRPERSON THOMAS: -- why is it not -- why is this not -- why --

COUNCILPERSON J. DAVIS: It's a special meeting.

CHAIRPERSON THOMAS: But you can still --

CITY ATTORNEY RYAN: No, you can authorize us. No, I don't have that --

COUNCILPERSON GUYTON: But it still has to be ratified.

CITY ATTORNEY RYAN: I -- I just like to have --

CHAIRPERSON THOMAS: Hold -- hold on one second.

CITY ATTORNEY RYAN: -- resolutions for the future. That's just really my thing. I like to have resolutions. But the Council has given us direction. I just want to make sure that you want us to go ahead and execute and have the mayor execute as soon as the motion is, um, completed.

COUNCILPERSON J. DAVIS: Yes (inaudible).

CHAIRPERSON THOMAS: Yes.

CITY ATTORNEY RYAN: Because we can do this.

CHAIRPERSON THOMAS: Yes.

CHAIR PRO-TEM PARDO: Yes.

CHAIRPERSON THOMAS: Yes. Okay. Any other questions, concerns? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON T. DAVIS: Yes.

COUNCILPERSON J. DAVIS: Yeah.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T. DAVIS: Yes.

COUNCILPERSON J. DAVIS: (Inaudible) wait a minute. He answered for me.

CHAIRPERSON THOMAS: He answered twice.

COUNCILPERSON J. DAVIS: You gotta -- you gotta specify man or woman.

CITY CLERK WARD: Councilperson T.D. Davis.

COUNCILPERSON T. DAVIS: Yes.

COUNCILPERSON GUYTON: Three times.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Absolutely.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. Congratulations on that. Thank you. Please do a good job. We will now move down to Public Comment. We did have one card, Bonnie Larson.

COUNCILPERSON GUYTON: We did public comment earlier.

CHAIRPERSON THOMAS: We did but it -- it was advertised for 7 and it's 7 now, so --

ZVI SCHWARTZMAN: Thank you.

CHAIRPERSON THOMAS: You're very welcome. Thank you.

RICK JAROLEM: Bonnie Larson. Didn't know about the meeting tonight. Someone just approached me this afternoon. 'Cause I know I looked on the Internet yesterday and I didn't see it as a meeting. So I was out doing some errands and someone said, "Are you going to the meeting tonight about Ocean Mall?" I figure I'm very interested in Ocean Mall so I'm wondering why that wasn't advertised on the Internet.

Um, you told me about a couple of things tonight, and if you could just answer these questions for me. We have -- the document that I got, amendment to ground lease rental Ocean Mall, mentions GSF. So I just want to get this clear in my head who -- who all these people are. GSF are the ones who now are the tenant there, the ones who have the mortgage on that property? Is that true? And then they're going to give it to the gentleman who was here tonight, Mr. Schwartzman?

My questions are who is GSF? Is that a Florida corporation or who are they? Who is Mr. Schwartzman and what's the name of his organization? And is that the relationship or who -- I just want to know who the players are. You talked tonight about security at the Ocean Mall and that is a -- a big concern. I just have an idea for you.

Um, and if they're bringing in another restaurant we always -- always have to think about the parking, so that's another issue we need to really think about, because if they're having a restaurant, that means a whole bunch of other people -- which is good for business -- but we gotta think about the parking. It is our public beach and we would

like to be able to park there, us, the residents. So we need to, like, think about all that.

But as far as security, I -- I just had an idea and maybe they could provide some sort of tram for the people who park at the Ocean Mall as far as security. This would be beachgoers plus anybody -- any tenant in there, and just have those people -- have, like, a little tram running around in the parking lot and they could be your eyes and ears also, those people.

Pick up the people from their car, deliver them wherever they want to go, in front of the restaurant or whatever, drop them off, if they want to go to the beach, whatever. Then when they come back, have that little tram pick them up again. It's just an idea, something to do, because that would be eyes and ears there and it would also make people feel more secure about shopping there if they knew they had a ride to get from the parking area to the shops.

As far as the marketing goes, Mr. Guyton, you asked him if -- if you could see their marketing. I think that's a good idea. I don't know if that's legal or not but I think it's a good idea. But what I do want to stress is when they do their marketing, they need to stipulate that it says "Riviera Beach" on there. In the same size letters as it says "Singer Island." There's a hotel right now on Singer Island which says it's in Palm Beach. And every week I see it advertised in the paper as being in Palm Beach. Something good's happening in Riviera Beach, we want it to say "Riviera Beach." So maybe that a stipulation. And in the same size letters, the same color letters as it says "Singer Island."

Um, Mr. Brown talked about the ambassador program as far as security. Well, those are volunteer people, so I think you need something a little more substantial than that as far as security there. Um, you have -- okay. Anyway, I just read this tonight. And if you could tell me who those players are, so I -- so I know who's who. But think about that for the security. Who's watch -- we have cameras over there supposedly at the Ocean Mall but who's watching those cameras?

CHAIRPERSON THOMAS: Okay.

RICK JAROLEM: You know, so I -- I just think if we had somebody, like, circulating, giving rides, people would feel more secure. Thank you.

CHAIRPERSON THOMAS: Yes, ma'am. Thank you. First of all, you -- you explained it, um, pretty perfectly. GSF was the purchaser of the lease and they're now selling it to Mr. Schwartz [sic] or whatever his name is.

RICK JAROLEM: What is the name of his company?

CHAIRPERSON THOMAS: I -- I don't know what the name of his company is and we can get that for you, or if you want to just walk right outside, they're still out there. Um, but that is exactly what's happened. There is an ordinance that if you're advertising, you have to say "Riviera Beach" in there.

RICK JAROLEM: They don't.

CHAIRPERSON THOMAS: I understand. I'm just ask -- I'm just answering your question like you asked. Um, so there is an ordinance. The name of the company is TJAC, uh, T-J-A-C, Development and the address is 131 Dunbar Street, Brookline, MA, 02446. Um, an office number is 617-739-0009.

RICK JAROLEM: What was (inaudible)?

CHAIR PRO-TEM PARDO: Massachusetts.

CHAIRPERSON THOMAS: MA, Massachusetts.

RICK JAROLEM: (Inaudible).

COUNCILPERSON GUYTON: But he's got a Boca office. Can I get (inaudible)?

CHAIRPERSON THOMAS: And he has -- and he has a, uh -- a Boca office, as well.

COUNCILPERSON GUYTON: Boca office.

RICK JAROLEM: That's Mr. Schwartzman?

CHAIRPERSON THOMAS: Yes. Okay. That's the end of our public comment. We'll now go to, uh, Discussion and Deliberation -- Deliberation. Okay. We're going to go for Discussion by the City Manager.

CITY MANAGER JONES: Nothing, sir.

CHAIRPERSON THOMAS: Um, nothing from Legal, I'm assuming, since she's not here. Um, Statements from the Mayor and Council. We're going to start -- oh, I'm sorry. Any Committee Reports? Any Committee Reports? Okay. Discussion by the Mayor and Council. I'm going to start with Councilwoman Davis first tonight.

COUNCILPERSON J. DAVIS: Just an announcement about the second annual Memorial Day festivity. On Saturday we will be planting about 2,700 flags out front of City Hall. A military unit will be there in addition to others in the community, V.A. Hospital -- total about 90 volunteers. And, um, on -- from 9 until 12. And on the following Thursday, the 23rd, there will be the official ceremony to take place. Uh, the event will honor military personnel, as well as first responders. And that will take place at 4:30.

CHAIRPERSON THOMAS: Okay. We'll now go to the Mayor.

MAYOR MASTERS: Thank you, Mr. -- thank you, Mr. Chair. Um, just briefly, as you know, we have always, um, had our summer youth job fair the day after school is out. We'll have many employers throughout Palm Beach County. We are anticipating and expecting these employers to put as many young people to work during the summer as

possible. We made contact with Enterprise yesterday. There was a job fair at the Airport Hilton and I went to make contact with all of the employers there. So with those employers plus the ones that we've always -- that we've had, we're looking forward to a great summer youth job fair.

It's not just for Riviera Beach. It's for our young people all over the county, actually. It'll be held at Inlet Grove Community Adult High School right next door to the police department. Um, Madam Manager, a question. Uh, the Chair said we have an ordinance as -- as it relates to -- I want to go back to what Miss -- Miss --

RICK JAROLEM: Larson.

MAYOR MASTERS: -- Larson said about hotels or places advertising and not using City of Riviera Beach. If that is indeed the case of something on the island, would you look into that and get -- and get back with -- with me, please?

CITY MANAGER JONES: Uh, yes, sir. 'Cause I know exactly the hotel she's talking about and Community Development has written them more than once. So we're following the ordinance until we can get, um, to a more penalty phase. But I will give you a full report.

MAYOR MASTERS: Okay.

CITY MANAGER JONES: And it's not just that hotel that we've contacted. There have been other businesses, as well.

MAYOR MASTERS: May I ask you -- they're responding to our letters, aren't they? Are they -- are they denying it and they're -- they're saying they're -- they're not responding? What's going on?

CITY MANAGER JONES: Well, it varies.

MAYOR MASTERS: Generally, I mean.

CITY MANAGER JONES: Um, a new hotel -- well, one hotel said, "Well, we just bought all this collateral and it has this address on it." And our response was, "Okay. But you have to advertise Riviera Beach."

MAYOR MASTERS: Okay.

CITY MANAGER JONES: Others have been very responsive.

MAYOR MASTERS: Okay. You're -- you're working on it, though?

CITY MANAGER JONES: Yeah.

MAYOR MASTERS: Thank you.

CITY MANAGER JONES: I will get you that information.

MAYOR MASTERS: Thank you, Mr. Chair. That's it from the Office of the Mayor.

CHAIRPERSON THOMAS: Okay. Thank you. Councilman Guyton?

COUNCILPERSON GUYTON: Nothing.

CHAIRPERSON THOMAS: Councilman Davis?

COUNCILPERSON T. DAVIS: Yes. Um, I just want the residents to know out in Woodbine next Thursday at 7 p.m. I will be gaining my first stop on my listening tour as your representative to District 5 at (inaudible). So do remember if you're a resident of Woodbine, at 7:00 I will be out in Woodbine listening to the residents in that community for their concerns. Thank you.

CHAIRPERSON THOMAS: Thank you. Councilwoman Pardo?

CHAIR PRO-TEM PARDO: Thank you, Mr. Chair. Um, I have a couple of things. The first is, um, Miss Jones, is there a reason why we do not have a police officer on the corner of Broadway and Blue Heron Boulevard? The traffic there is an absolute mess. All day long, morning, noon and night, as you are well aware.

CITY MANAGER JONES: Uh-huh.

CHAIR PRO-TEM PARDO: You -- you know, you live there. There was, you know, a bad accident --

CITY MANAGER JONES: This morning.

CHAIR PRO-TEM PARDO: -- well, last night, I think.

CITY MANAGER JONES: Yeah. Last night.

CHAIR PRO-TEM PARDO: Right. And, um, you know, something -- something really needs to be done. Have we -- is there a reason why we don't have police there?

CITY MANAGER JONES: There was a meeting that was held, um, as it relates to the Blue Heron and Broadway corner after the calls last week. Um, Chief Williams reported that to me as it relates to that. The difficulty with a police officer was even the safety of the officer, because you didn't have a lot of space even for an officer to stand to stop traffic. Now that they have -- and they agreed to -- and you see now they've got the turn lanes open, as well as to work to try and contact the County on the lights so that the lights can go longer so that more people can try to get through.

Um, they were going to try that plan with the turn lanes and changing the lights this week and then get back together to see what other things they could put in place to get the traffic to moving. And it was really the -- the Blue Heron traffic more than the Broadway traffic.

CHAIR PRO-TEM PARDO: Correct.

CITY MANAGER JONES: Uh-huh.

CHAIR PRO-TEM PARDO: Okay. So do we know when the County's going to get back to us about the changing of the lights? 'Cause I could tell you, as of 3:00 --

CITY MANAGER JONES: Yeah. So we'll check back with them on that.

CHAIR PRO-TEM PARDO: Okay. I'd appreciate that. And then the second thing, I really think that, um, this council should think about where the $550,000 should go. And, you know, perhaps we can have it on our next meeting. You know, at the very minimum, putting -- put it in a segregated account until we can, you know, come up with ideas or, you know, if we all decide it should go into the general fund. But I think there really needs to be a discussion on that.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: That's my opinion.

CHAIRPERSON THOMAS: I'll put it on the agenda for the next meeting for discussion.

CHAIR PRO-TEM PARDO: Okay. All right. Thank you, sir. And then, um, what else? I guess that's all I have. Thank you, sir.

CHAIRPERSON THOMAS: Okay. Um, thank you. Um, just quickly, I've finished the -- the tools with -- for the evaluations of the city manager and the city attorney. I'll deliver the packets. I was hoping to have them before the end of the meeting. But by tomorrow's end, um, we'll either have it at your doors or give it to your assistants, um, so that we can, uh, complete both those evaluations for the city manager and the city attorney. With that being said --

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Yes, ma'am?

COUNCILPERSON J. DAVIS: Just one thing to add to, um -- to piggyback on what Miss Pardo said. Usually on state roads, um, FDOT has the authority to bring in a state trooper. That's who -- who -- you know, that's on a state level. And why they aren't doing that, I don't know. I thought about it just a couple of days ago and it -- and it just slipped my mind to -- to, uh, bring to, um, Miss Jones's attention or the chief's attention. But maybe that's an avenue we can ask them about.

COUNCILPERSON T. DAVIS: Uh, excuse me, Mr. Chair, to address that issue real quick.

CHAIRPERSON THOMAS: Mr. Davis?

COUNCILPERSON T. DAVIS: I -- I'm not a specialist but I do believe what FDOT debate is going to be is the fact that it's coming off Blue Heron and that's our road. But it does -- like you say, it intersects with the state road. So we must get prepared --

CHAIRPERSON THOMAS: Blue Heron -- Blue Heron is a state road, as well.

CHAIR PRO-TEM PARDO: Blue Heron's a state road.

COUNCILPERSON J. DAVIS: It's a state road, as well.

COUNCILPERSON T. DAVIS: Okay. Okay.

CHAIRPERSON THOMAS: Both of those, uh --

COUNCILPERSON T. DAVIS: That's a correction. Okay.

CHAIRPERSON THOMAS: Yeah. All right. With that being said, I entertain a motion for adjournment.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON J. DAVIS: So moved.

COUNCILPERSON T. DAVIS: So moved.

(CONCLUSION OF MEETING)

APPROVED:

THOMAS A. MASTERS
MAYOR

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

B. GUYTON OUT

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

DATE APPROVED: 07/17/2013