REGULAR CITY COUNCIL MEETING
AGENDA
CHAMBERS

RIVIERA BEACH, FL 33404
May 1, 2013
5:30 PM

NOTICE

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

MAYOR
THOMAS A. MASTERS

CHAIRPERSON
CEDRICK A. THOMAS - DISTRICT 3

CHAIR PRO-TEM
DAWN S. PARDO - DISTRICT 4

COUNCILPERSONS
BRUCE A. GUYTON - DISTRICT 1
JUDY L. DAVIS - DISTRICT 2
TERENCE "TD" DAVIS - DISTRICT 5

ADMINISTRATION
RUTH C. JONES, CITY MANAGER
CARRIE E. WARD, MMC, CITY CLERK
PAMALA H. RYAN, CITY ATTORNEY

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

LOBBYING - ORDINANCE 4001 - ADOPTED SEPTEMBER 2011
Lobbyist registration and reporting forms are available for you online and in print.
Forms can be obtained in the Office of the City Clerk & in the Council Chambers.
Registration and reporting forms shall be submitted to the Office of the City Clerk.

ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM (NON-CONSENT ITEMS ONLY), PLEASE FILL OUT A PINK PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE LEGISLATIVE ASSISTANT PRIOR TO THE BEGINNING OF THE MEETING; IN NO EVENT WILL ANYONE BE ALLOWED TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED

CITY CLERK CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA Approval: Additions, Deletions, Substitutions

Disclosure by Council

Adoption of Agenda

CONSENT AGENDA

ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCILPERSON SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

MINUTES

1. **MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD, FEBRUARY 6, 2013.**
2. **MINUTES OF THE CANVASSING BOARD MEETING HELD, MARCH 20, 2013.**
3. **MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD, MARCH 20, 2013.**

RESOLUTIONS

4. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE JOB CLASSIFICATION LIST BE AMENDED BY RECLASSIFYING THE CLASSIFIED POSITION OF BILLING AND COLLECTIONS CLERK TO THE CLASSIFIED POSITION OF SENIOR CUSTOMER SERVICE REPRESENTATIVE UNDER THE GENERAL EMPLOYEES SALARY SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.**
5. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE JOB CLASSIFICATION LIST BE AMENDED BY RECLASSIFYING**

THE CLASSIFIED POSITION OF CUSTOMER SERVICE CLERK TO THE CLASSIFIED POSITION OF CUSTOMER SERVICE REPRESENTATIVE UNDER THE GENERAL EMPLOYEES SALARY SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

6. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE JOB CLASSIFICATION LIST BE AMENDED BY RECLASSIFYING THE CLASSIFIED POSITION OF ACCOUNTING TECHNICIAN TO THE CLASSIFIED POSITION OF CUSTOMER SERVICE TECHNICIAN UNDER THE GENERAL EMPLOYEES SALARY SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

7. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT OF THE ANNUAL MAINTENANCE SERVICE FOR FISCAL YEAR 2013, WITH SHOTSPOTTER, INC., FOR $43,350; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM 001-0817-521-0-4601; AND PROVIDING AN EFFECTIVE DATE.

8. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FOURTH AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FOR CONTINUATION OF THE YOUTH EMPOWERMENT TEEN PROGRAM IN THE AMOUNT OF $24,920; AND PROVIDING AN EFFECTIVE DATE.

9. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDS FROM LOCAL BUSINESS FUND CONTRIBUTIONS FOR THE MEMORIAL DAY TRIBUTE; AND PROVIDING AN EFFECTIVE DATE.

10. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING PROTECT OUR BEACHES, INC., A COALITION TO FINDING A SUSTAINABLE SOLUTION TO PROTECTING OUR BEACHES AND DUNES FROM EROSION; AND PROVIDING AN EFFECTIVE DATE.

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

11. PROCLAMATION FROM THE OFFICE OF MAYOR THOMAS A. MASTERS, DECLARING MAY 4 - 12, 2013, AS 'NATIONAL TRAVEL AND TOURISM WEEK' IN THE CITY OF RIVIERA BEACH.

12. PRESENTATION FROM THE OFFICE OF COUNCILMAN BRUCE GUYTON TO FORMER CITY COUNCIL

CHAIRWOMAN BILLIE BROOKS FOR THE GREAT CARE, TIME AND DEDICATION GIVEN TO THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY.

13. **PRESENTATION FROM THE OFFICE OF COUNCILMAN BRUCE GUYTON TO GEORGE CARTER FOR MANY YEARS OF HARD WORK AND DEDICATION TO THE RIVIERA BEACH COMMUNITY.**

14. **RECOGNITION AND APPRECIATION FROM THE CITY OF RIVIERA BEACH AND THE POLICE DEPARTMENT TO ELIZABETH MCINTOSH FOR 31 YEARS OF FAITHFUL SERVICE AS A CROSSING GUARD.**

15. **PRESENTATION OF THE 2011/2012 COMPREHENSIVE ANNUAL FINANCIAL REPORT.**

PUBLIC HEARINGS

COMMENTS FROM THE PUBLIC -7:00 PM Non-Agenda or Consent Item Speakers (Three Minute Limitation)

Please be reminded that the City Council has adopted a set of "Rules of Decorum Governing Public Conduct during Official Meetings", which had been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the Council Chair may have any disruptive speaker removed from the podium, from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

Public Comments shall begin at 7:00 PM unless there is no further business of the City Council, which in that event, it shall begin sooner. In addition; however, if an item is being considered at 7:00 PM, then public comments shall begin immediately after the item has been concluded.

REGULAR

16. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO LEASE/PURCHASE TWENTY (20) POLICE VEHICLES FROM FIFTH THIRD BANK BY PIGGYBACKING CITY OF DEERFIELD BEACH INVITATION TO BID # 2011-12-26; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME; AUTHORIZING THREE (3) ANNUAL PAYMENTS IN THE AMOUNT $200,823.60; AND PROVIDING AN EFFECTIVE DATE.**

17. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH POINT AND PAY TO PROVIDE E-PAYMENT SERVICES TO THE CITY OF RIVIERA BEACH FOR A PERIOD OF THREE YEARS, COMMENCING MAY 2, 2013, WITH TWO ANNUAL RENEWALS AT THE CITY'S OPTION AND THAT THE CITY ABSORB THE CONVENIENCE COST IN THE USD BUDGET FOR SAME; PROVIDING AN EFFECTIVE DATE.**

18. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECOMMENDING CONCEPTUAL APPROVAL OF SOLARTECH UNIVERSAL, LLC, A NEWLY CREATED CORPORATE ENTITY, AS A QUALIFIED TARGET INDUSTRY (QTI) BUSINESS PURSUANT TO s.288.108, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT FOR THE QUALIFIED TARGET INDUSTRY TAX PROGRAM NOT TO EXCEED $64,000.

19. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 004 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, AMENDING THE PROGRAM DEADLINE FROM JUNE 15, 2013, TO DECEMBER 14, 2013; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

DISCUSSION AND DELIBERATION

COMMUNITY BENEFITS REQUEST

20. DR. MARY McLEOD BETHUNE ELEMENTARY SCHOOL - $700 - BRUCE GUYTON - 4TH GRADE HISTORY FIELD TRIP TO ST. AUGUSTINE, FLORIDA.

21. DR. MARY McLEOD BETHUNE ELEMENTARY SCHOOL - $500- JUDY L. DAVIS - 4TH GRADE HISTORY FIELD TRIP TO ST. AUGUSTINE, FLORIDA.

22. RIVIERA BEACH POLICE DEPARTMENT - $3,000 - JUDY L. DAVIS - SECURITY CAMERAS.

23. WIZARD CREATIONS - $918 - CEDRICK A. THOMAS - TO PAY THE REMAINING BALANCE FOR GIFTS FOR THE "2ND ANNUAL - A NIGHT OF ELEGANCE HONORING OUR SENIORS" .

24. RIVIERA BEACH FIRE RESCUE HONOR GUARD - $750 - DAWN S. PARDO - UNIFORMS.

25. DR. MARY McCLEOD ELEMENTARY SCHOOL - $700 - TERENCE DAVIS - 4TH GRADE HISTORY FIELD TRIP TO ST. AUGUSTINE, FLORIDA.

26. MOTHERS AGAINST MURDERERS ASSOCIATION, INC. - $2,000- THOMAS A. MASTERS - FOR PROGRAMMING-RELATED COSTS.

27. AMERICAN CANCER SOCIETY- $400 - THOMAS A. MASTERS - SUPPORT OF THE AMERICAN CANCER SOCIETY'S RELAY FOR LIFE FUNDRAISER.

BOARD APPOINTMENTS

28. BOARD APPOINTMENT FROM THE OFFICE OF THE MAYOR TO THE RIVIERA BEACH HOUSING AUTHORITY.

DISCUSSION BY CITY MANAGER

LEGAL DISCUSSION/REQUEST

CITY COUNCIL COMMITTEE REPORTS

STATEMENTS BY THE MAYOR AND CITY COUNCIL

ADJOURNMENT

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: **FEBRUARY 6, 2013 REGULAR CITY COUNCIL MEETING MINUTES**

Recommendation/Motion: **APPROVE THE MINUTES OF THE FEBRUARY 6, 2013 REGULAR CITY COUNCIL MEETING**

Originating Dept.	OFFICE OF THE CITY CLERK	**Costs:**	
User Dept.	ALL	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
06FEB13.doc	FEBRUARY 6, 2013 REGULAR CITY COUNCIL MEETING MINUTES

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
CITY COUNCIL MEETING MINUTES
WEDNESDAY, FEBRUARY 6, 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 BROOKS: We're ready.

CITY CLERK WARD: Mayor Thomas Masters?

MAYOR MASTERS: Present.

CITY CLERK WARD: Chairperson Billie Brooks?

CHAIRPERSON BROOKS: Present.

CITY CLERK WARD: Chair Pro-tem Dawn Pardo?

CHAIR PRO-TEM PARDO: Present.

CITY CLERK WARD: Councilperson Judy Davis? Councilperson Cedrick Thomas? Councilperson Shelby Lowe?

COUNCILPERSON LOWE: 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: Here.

CITY CLERK WARD: You have a quorum, Madam Chair, and you may proceed.

CHAIRPERSON BROOKS: I was notified by, uh, Councilperson Judy Davis that there is a medical emergency with her family, and we want to lift her in prayer. Her brother's in ICU and so she's not going to be attending. And I believe Cedrick will be coming. He will be a little bit late. So we want to stand for one moment of silence for the invocation, followed with the Pledge of Allegiance led by Chairperson Pardo. (Everyone stood for a moment of silence with the Pledge of Allegiance being led by Chair Pro-Tem Pardo).

CHAIRPERSON BROOKS: Miss Jones, do we have any additions, deletions, substitutions?

CITY MANAGER JONES: Yes, Madam Chair. The first item is on the consent agenda,

item number 4. We'd like to delete that item.

CHAIRPERSON BROOKS: Okay. Delete 4. Okay.

CITY MANAGER JONES: I would like to note for the record a correction in the description for item 14. In the background it talks -- it mentions -- it says the Palm Beach County Board of Commissioners. And it should say the Riviera Beach Housing Authority.

CHAIRPERSON BROOKS: Is that item number 14, you said, in Awards and Presentations?

CITY MANAGER JONES: Yes.

CHAIRPERSON BROOKS: Okay. And I'm sorry. What is the correction?

CITY MANAGER JONES: The backup says Palm Beach County Board of Commissioners and it should say Riviera Beach Housing Authority.

CHAIRPERSON BROOKS: Okay.

CITY MANAGER JONES: Everything else is right except for that one little wording.

CHAIRPERSON BROOKS: Okay. Thank you.

CITY MANAGER JONES: Also for your consideration tonight, I would like to add an item 18A. On last Friday we received a request from Representative Bobby Powell that we submit a resolution to support a bill that he has proposed as it relates to the possession of concealed weapons. So that is on the -- I would like to add that for your consideration tonight.

Also under Community Benefits, I would like to add a 23A. And this is a Community Benefit award sponsored by Chair Brooks to the Mary McLeod Bethune Elementary School. And I've also been informed by the Mayor while we're doing Community Benefits, he has one that he would like to add for the Youth Recreation Association. So that would be a 23B.

CHAIRPERSON BROOKS: Okay.

AUDIENCE: Can she speak up?

CHAIRPERSON BROOKS: Can you hear us now?

AUDIENCE: I can hear --

CITY MANAGER JONES: Number 24 -- under Board Appointments, 24A, Councilman Lowe has brought forth two names for consideration for appointments to the Waterfront Advisory Board. And 26A --

CHAIR PRO-TEM PARDO: We're never getting out of here tonight.

CITY MANAGER JONES: -- a resolution that will be a part of the GEU discussions as it relates to the amendments. We had to do an amendment because we got additional 45 days, as well as an additional amendment, and we need to have you ratify those amendments.

CHAIRPERSON BROOKS: Okay.

CITY MANAGER JONES: That's all, Madam Chair.

CHAIRPERSON BROOKS: All right. Thank you. Thank you so much, Miss Jones. Now, is there any need for disclosure by Council on any of the, um, items that are here for discussion tonight?

CHAIR PRO-TEM PARDO: Not by me.

CHAIRPERSON BROOKS: If not -- okay. Mr. Lowe?

COUNCILPERSON LOWE: Excuse me?

CHAIRPERSON BROOKS: Is there any need for disclosure from you?

COUNCILPERSON LOWE: No.

CHAIRPERSON BROOKS: Okay. Now we're ready for adoption of the agenda on the agenda? Need a motion to adopt the agenda.

COUNCILPERSON LOWE: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON BROOKS: Roll call?

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Consent Agenda. "All matters listed under this item are

considered to be routine and action taken by one motion -- action will be taken by one motion. There will be no separate discussion on these items unless a councilperson so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda." Does anyone desire to remove any items from the Consent Agenda? If not, then I need a motion to approve the Consent Agenda with the necessary, uh, additions and corrections.

COUNCILPERSON LOWE: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON BROOKS: Ready for the roll call.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Any Petitions and Communications for Filing?

CITY CLERK WARD: None.

CHAIRPERSON BROOKS: Okay. We're now down to Awards and Presentations. And I am so pleased that we have in the ordinance tonight Palm Beach Commissioner Hal Valeche.

COMMISSIONER VALECHE: Very good.

CHAIRPERSON BROOKS: I practiced.

COMMISSIONER VALECHE: You're the only person that's ever gotten it right on the first time.

CHAIRPERSON BROOKS: Really?

COMMISSIONER VALECHE: Yes.

CHAIRPERSON BROOKS: Oh, wow.

COMMISSIONER VALECHE: Excellent.

CHAIRPERSON BROOKS: Thank you. Thank you. Thank you. So we're gonna allow you an opportunity to come and meet and greet us and have your say.

COMMISSIONER VALECHE: Well, thank you, Madam Chair, Mr. Mayor, Council people -- persons. Um, just really wanted to come and introduce myself. You know, I am three months on the job almost and having a tremendous experience learning how complex the County is. I've only got a small portion of your city as -- as my -- in my district, but I consider Riviera Beach a tremendous asset to the north part of the county.

I'm extremely excited about what's going on with the waterfront. What I saw in the Post this morning I thought was tremendously encouraging, what's going on with Rybovich. So my door is going to be open. I've worked a lot with Councilwoman Pardo on some of the beach issues. But please, although you're not in the district, please feel free to contact me or my staff about any issue that comes up here and I'd be happy to take a couple of questions. But that's really all I -- I wanted to say.

CHAIRPERSON BROOKS: Well, we're so pleased to have you. Any questions from the board?

MAYOR MASTERS: I have a comment. I welcome you aboard. And as you know, we -- you and I walked the beach --

COMMISSIONER VALECHE: right.

MAYOR MASTERS: -- walk -- walked the beach together. And we met a few times as relates to protecting the -- the beach, preserving and protecting, which is so important, not just to the island, but important to the -- to Florida, to tourism, and for the income that is generated through the beach.

And I met with Congressman Murphy, as you know, several weeks ago, and what we're trying do is continue to forge the coalition between the elected officials and as -- the illustrious leadership of Dawn Pardo right there with us, to make sure this goes forward. I'm looking forward to working with you on the project.

COMMISSIONER VALECHE: Well, it is. Actually, I'd say that in the -- if it's not the number one issue for me in my district, it's certainly the number two or it's in the top three.

MAYOR MASTERS: Well, I'm glad I supported you. I was on the right side of the -- of the -- of the coin.

COMMISSIONER VALECHE: And we've gotta -- I fully agree with you. I mean, it's so important to tourism here that we have --

CHAIRPERSON BROOKS: Uh-huh. Uh-huh.

MAYOR MASTERS: Yes.

COMMISSIONER VALECHE: -- usable beaches, that we're doing everything we can. It's a -- it's a difficult situation in Washington, as -- as the Congressman probably told you.

MAYOR MASTERS: He did.

COMMISSIONER VALECHE: We're hoping that Senator Nelson, as well as -- as the people in the House of Representatives are going to be able to help us with that. And we've gotta -- we've gotta do something beyond just getting a repair to --

MAYOR MASTERS: Permanent --

COMMISSIONER VALECHE: Yeah. Exactly.

MAYOR MASTERS: -- resolution.

COMMISSIONER VALECHE: I mean, we need a permanent solution to this. I know that a private group has come together who is going to be lobbying both in Tallahassee at the County level, at the Washington, D.C. level. There's a report coming out fairly soon, I think, from the Woods Hole Oceanographic Institute that's going to hopefully definitively explain what the best structures are for our particular beach topography, and I hope we can count on that. And once that's published, that we all can form a consensus to move forward and actually do it.

MAYOR MASTERS: Well, just know the Mayor's with you a hundred percent.

COMMISSIONER VALECHE: Okay.

MAYOR MASTERS: And I'm also a member of the Save the Beach Coalition that's going to be working in conjunction.

COMMISSIONER VALECHE: Right. That's the -- that's the organization I was referring to.

MAYOR MASTERS: Thank you.

COMMISSIONER VALECHE: Okay. Well, thank you. Any other questions?

CHAIRPERSON BROOKS: Well, thank you so much. Thank you so much.

COMMISSIONER VALECHE: Thanks.

CHAIR PRO-TEM PARDO: Thank you.

COMMISSIONER VALECHE: Very nice to see you.

CHAIRPERSON BROOKS: Thank you. Same here.

CHAIR PRO-TEM PARDO: Thank you.

CHAIRPERSON BROOKS: Item number 12.

CITY CLERK WARD: Presentation from the Office of Chair Pro-Tem Dawn Pardo to -- to those who participated and donated to the Councilperson Dawn Pardo Every child should smile on Christmas morning 2012 Toy Drive.

CHAIR PRO-TEM PARDO: Thank you very much, Madam Chair. Tonight I would like to recognize some of the local businesses that participated in the toy drive. This was the eighth annual Every child should smile on Christmas morning Toy Drive. And it seems every year the, um -- we get more children in the community who are in need of toys.

CHAIRPERSON BROOKS: Uh-huh.

CHAIR PRO-TEM PARDO: So I am -- I think this City as a whole is very blessed --

CHAIRPERSON BROOKS: Uh-huh.

CHAIR PRO-TEM PARDO: -- that we have such generous partners here in the City who go above and beyond trying to make sure at least on Christmas morning the children in this city will have a smile on their face. I'd like to start off by recognizing CMI Electric & Air conditioning. We have Suzanne Brady. This is CMI's third year participating in the toy drive. And what they have been able to do, they donate a couple thousand dollars' worth of toys and their employees also get involved in it. Would you like to say something, Suzanne?

CHAIRPERSON BROOKS: Oh, wonderful, wonderful, wonderful.

SUZANNE BRADY: Well, like Dawn said, it is our third year and -- we really appreciate all the hard work that Dawn puts out there to -- to make this happen. And it really is a lot of work. Pretty much everybody at CMI is on board for this. Everyone enjoys it so much. I've brought with me Michelle Pollack who's our general manager. She's also a very dear friend of mine. And more importantly, she's an excellent shopper. And she's done this with me every year. This is our third year again and we're looking forward --

CHAIRPERSON BROOKS: So where is she?

SUZANNE BRADY: She's right there.

CHAIRPERSON BROOKS: Okay. Hi.

SUZANNE BRADY: She can shop. So we're looking forward to next year and number four. We're in.

CHAIR PRO-TEM PARDO: Thank you.

CHAIRPERSON BROOKS: Very good.

CHAIR PRO-TEM PARDO: Thanks, Suzanne.

CHAIRPERSON BROOKS: Thank you so much. We need to have quiet in the chambers, please. Others are talking.

CHAIR PRO-TEM PARDO: Also for this third year, Rybovich has been on board. The past two years, Rybovich has contributed funds toward toys. Their funds allowed us to go out and purchase toys for -- there seems to be an age group that people forget, and it's the children from 12 to about 16 years old.

CHAIRPERSON BROOKS: Uh-huh. Uh-huh.

CHAIR PRO-TEM PARDO: So with the help of Rybovich, you know, we would, you know, gladly accept their funds and go out and buy toys. This year, though, they got their employees involved. So they asked the employees to donate toys and then the company donated funds for each toy that they collected. And instead of us going out and buying the toys -- and it's a big job, like CMI will tell you.

CHAIRPERSON BROOKS: Uh-huh.

CHAIR PRO-TEM PARDO: Rybovich's employees went out and they purchased the toys. So tonight we have Mario Byrne from Rybovich here. And Mario, thank you so much. We really appreciate it. Thank you. Want to say a couple of words.

MARIO BYRNE: I'd just like to thank Chairperson Pardo for letting us be a part of this once again and it was very exciting to -- to bring all of our employees in and make it a company-wide effort. And we're extremely pleased with the response and we can't wait to do it next year.

CHAIRPERSON BROOKS: Wonderful. Thank you so much.

CHAIR PRO-TEM PARDO: That's great. Thank you, again, Mario.

MARIO BYRNE: You're welcome.

CHAIR PRO-TEM PARDO: Appreciate it. Um, we also had General Caulking, and they're a local business here in Riviera Beach. And the past couple of years the -- I guess the owner of the -- of the company has donated toys. And this past year he got his company involved, also. So they came to the toy drive with a, um -- a truck full of toys, also.

CHAIRPERSON BROOKS: Hmm.

CHAIR PRO-TEM PARDO: And I think he's out of town. Is Terry here tonight or anyone from General Caulking? All right. They're out of town. But I'm sure he'll watch it on television when he comes back.

All right. Our firefighters.

CHAIRPERSON BROOKS: Uh-huh.

CHAIR PRO-TEM PARDO: Once again, they went above and beyond. Our local firefighters here in had been were out there helping collect the toys. They helped me pack the toys. And they helped deliver the toys. Their local union, IAF 2928, donated a couple -- donated $1,000 in gift cards to us.

CHAIRPERSON BROOKS: Wow.

CHAIR PRO-TEM PARDO: So when we were delivering the toys, we were able to give out gift cards to families so they could provide a proper meal or if they needed to buy something for the holiday, they were able to. So who's here tonight, Maria, on behalf of the local union? Come on up.

CHAIRPERSON BROOKS: Oh, wonderful. Wonderful. You all seem to rescue us in so many different ways here. It's wonderful.

CHAIR PRO-TEM PARDO: They're always the first on board.

CHAIRPERSON BROOKS: Yes. Yes.

CHAIR PRO-TEM PARDO: Here you go, (Inaudible). Thank you, Maria.

CHAIRPERSON BROOKS: Let the record show that Councilman Thomas is here. We're just on Awards and Presentations so that's good.

CHAIR PRO-TEM PARDO: My main man, Den. Always there for me. Thank you. Thank you very much, guys. I appreciate everything you do.

All right. Last but not least, we have Johnny Longboats. I partnered with Johnny Longboats four years ago on the toy drive. And since we partnered together, the toy drive has exploded. And it has become an event that people look forward to. I've heard from many people it gets them into the holiday spirit.

CHAIRPERSON BROOKS: Uh-huh.

CHAIR PRO-TEM PARDO: We have the toy drive -- it's usually the first Thursday in December. And you know, people just get in the -- the mood.

CHAIRPERSON BROOKS: The mood. Great.

CHAIR PRO-TEM PARDO: So Randy, do you want to come up, please? It really wouldn't be a success without you guys. Once again, go above and beyond. Truly appreciate it.

RANDY SIMLER: Thank you so much.

CHAIR PRO-TEM PARDO: On behalf of the kids, we thank you.

RANDY SIMLER: I just want to say thank you very much and Johnny Longboats is always more than happy to be involved with the toy drive. We love Christmas over there to begin with. And this just -- Lenny, the owner over there, is like a little kid with all the decorations, the big Santa Clauses and this is just even over and above and it's, you know -- as Dawn said, it's very exciting. People are starting to look forward to it.

CHAIRPERSON BROOKS: Uh-huh.

RANDY SIMLER: Every -- every year it's getting bigger and bigger, and we're looking forward to participating next year, and my hats off to you for all the work you do.

CHAIR PRO-TEM PARDO: Thank you.

CHAIRPERSON BROOKS: Well, thank you so much for being one of our partners.

CHAIR PRO-TEM PARDO: Yeah. And then I have a couple of certificates I'd like to distribute to people in the community who have helped. And I'm going to start off by acknowledging some of our police officers who have helped me. They helped the night that we were handing out the toys over at -- over at Johnny Longboats. And then they also helped on that Saturday before Christmas when we were distributing the toys throughout the community. The first is Officer Cheeseman. He was on duty and we kidnapped him. Thank you.

OFFICER CHEESEMAN: Thank you very much.

CHAIR PRO-TEM PARDO: Thank you. Thank you very much. We appreciate it.

CHAIRPERSON BROOKS: He always has a smile.

CHAIR PRO-TEM PARDO: Always. And Danny Jones. He has been there since the beginning. Appreciate it. Thank you.

CHAIRPERSON BROOKS: He's the man who works tirelessly. He doesn't know how to say no.

CHAIR PRO-TEM PARDO: He really does. He is our Santa Claus.

CHAIRPERSON BROOKS: Yes. Always.

CHAIR PRO-TEM PARDO: And we had a great time delivering the toys. We really did. Randy Edwards. Is Randy here?

CHAIRPERSON BROOKS: All right.

CHAIR PRO-TEM PARDO: Officer Randy. Well, Sergeant Randy.

CHAIRPERSON BROOKS: That's a new sergeant.

CHAIRPERSON BROOKS: Sergeant.

CHAIR PRO-TEM PARDO: Has been with me since the beginning, since I started this toy drive. Randy, thank you so much.

SERGEANT EDWARDS: Thank you, now.

CHAIR PRO-TEM PARDO: Appreciate you.

SERGEANT EDWARDS: No problem.

CHAIR PRO-TEM PARDO: You know that. Quentin Jacobs. Officer Jacobs? Okay. He's not here. He's been here since the beginning, also, along with Sergeant Edwards. Mary McKinney?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right here.

CHAIRPERSON BROOKS: All right. Our Miss McKinney.

CHAIR PRO-TEM PARDO: In the warehouse with us packing the toys. Thank you, Mary. Thank you. And Jeff Gagnon. Is Jeff here?

CHAIRPERSON BROOKS: Oh, Jeff.

CHAIR PRO-TEM PARDO: Okay. Jeff is another one.

CHAIRPERSON BROOKS: He always volunteers, too.

CHAIR PRO-TEM PARDO: And then a couple of our residents. Diana DeMayo [phonetic].

CHAIRPERSON BROOKS: Oh, Diana.

CHAIR PRO-TEM PARDO: She's been there since the beginning, also. Diana's been with me since the very beginning when I started the toy drive out of my house. I remember all the toys in my living room. Here, Diana. Thank you.

DIANA DeMEIO: Thank you. It's a pleasure.

CHAIR PRO-TEM PARDO: Oh, thank you. My dear friend Diane Simon. Diane also, since the beginning --

CHAIRPERSON BROOKS: Oh, yes.

CHAIR PRO-TEM PARDO: -- and the toy drive was in my living room. Thank you, Diane. And -- oh, sorry. Thank you. And Joan Sloser. Joan was out there Saturday morning in the dust helping us pack.

CHAIRPERSON BROOKS: The photographer's better half.

JOAN SLOSER: Happy to help.

CHAIR PRO-TEM PARDO: Thank you so much.

JOAN SLOSER: See you next year.

CHAIR PRO-TEM PARDO: Great. Thank you. Okay. So again, on behalf of all of the children in Riviera Beach, thank you to the residents who participated, thank you to the businesses, thank you to the City Council for supporting this toy drive, also. And I look forward to doing it again next year. And I hope everyone is there again with me. Thank you, Madam Chair.

CHAIRPERSON BROOKS: Well, thank you, Dawn, for what you do. For being the leader in this.

MAYOR MASTERS: Madam -- Manager -- I mean, Madam Chair?

CHAIRPERSON BROOKS: Yes.

MAYOR MASTERS: I called you manager for some reason.

CHAIRPERSON BROOKS: Well, you're next anyway, Mayor, number 13.

MAYOR MASTERS: But I did want to make a comment as relates to Dawn Pardo. She's been doing this for four years. I want to just really bring this home for people to understand and appreciate -- and this is the time to let the record be clear that there was some type of communication that, uh, went out that suggested that my colleague was a racist or something. But if you think that, then you need to think twice because 99.9 percent of those toys go to the children on the mainland that look like me. And I just want you to know that. So please don't put those kinds of things out there because it's not true. You need to know what you're talking about.

CHAIRPERSON BROOKS: Item number 13.

MAYOR MASTERS: She works hard for the children no matter what color they are. And I think we ought to give her another hand.

CHAIR PRO-TEM PARDO: My pleasure.

CHAIRPERSON BROOKS: Item 13. Yes.

CITY CLERK WARD: Presentation from the Office of the Mayor Thomas A. Masters establishing a Youth Advisory Council.

MAYOR MASTERS: May I?

CHAIRPERSON BROOKS: Yes. Uh-huh.

MAYOR MASTERS: Madam Manager, Madam Chair, fellow colleagues and residents of Riviera Beach, the Mayor has been working very quietly behind the scenes with our young people for several months. Um, from school to school, from staff to staff, to

parents to grandparents.

And this is very emotional for me because as you know, I had an opportunity to attend the funeral of a little girl that was killed in Newtown, Connecticut, along with about three other funerals. Had an opportunity to minister to her mother. And I promised her that I will wear this purple band with her daughter's name on it that says Grace. And on the other side it says Aloha, Peace. And I said that to say this, that that trip to Newtown -- Newtown that, uh, I paid for as a minister -- didn't go as the Mayor.

Most people didn't know I was a mayor -- it traumatized and dramatized me to the extent to come back and really get more involved with children and with young people to see what we can do in Riviera Beach and Palm Beach County to make sure or do all that we can to keep our children safe, sound and secure.

So even before that we were working very quietly with several young people. But since that time, we've been blessed to put together a Youth Council that we're going to be working with, I think, at least twice a month we'll be meeting. One of the things that is clear, we must not leave any group behind. Whether they're veterans, whether they're seniors. But certainly not our children and our young people.

One of the words that Chief Williams taught me was the word Engage. That we must engage our young people. We must not have programs and projects for them and tell them what we want them to do. They need to tell us what we need to -- what they want us to hear and to effectuate in our city. And according to a Scripture, "A little child shall lead them."

So I'm going to ask for the benefit for those who may not have the Internet, the Chief of Staff of the Mayor's Office, Miss Debbie LeBlanc-Isaacs to come and read the background statement as to what the Youth Council is all about and what they'll be doing. Debbie?

DEBRA LeBLANC-ISAACS: Good evening.

CHAIRPERSON BROOKS: Good evening.

DEBRA LeBLANC-ISAACS: "The mission of the Mayor's Youth Advisory Council is to provide opportunities for young people to have a leadership voice in their community. A platform for expressing what they need and would like to see happen in the city in which they live, Riviera Beach, as well as having a pathway to actually get some of those things done.

"The teens and young adults will meet with the Office of the Mayor twice a month to effectively discuss and communicate their concerns while advocating on behalf of young people living, working and attending school in the city. What better way to ensure the youth know that they are being heard and that government leaders consider them an important part of this community with an equally important role to play in it?

"It is the Mayor's goal to make the City's slogan ring as true in the hearts of our young

residents as we hope it does for their parents, grandparents, our business communities and veterans."

MAYOR MASTERS: Thank you, Miss Isaacs. Although this is created under the auspice and the leadership of the Office of the Mayor, I want to welcome and ask any of our -- my colleagues to join us and participate and share with us in working with our young people. And Chief, there's a name that keeps going over and over in my head and I haven't had a chance to talk to her yet. But I want to ask Mrs. Blue from the police department -- the Lord just putting her name in my spirit to be one of the people that will work with this group.

At this time, Madam Chair, Madam Manager, I'd like for the young people to come and we will present them to Riviera Beach and the fellow colleagues. Let's give them a hand. Their parents -- some of the parents are with them. Some of the young people -- you know, I just -- it was much prayer. Some I just met recently. Others I've known for a few months. But I asked the Lord to bless us with a group that was interracial, intercultural, particularly as relates to Haitian-Americans and African- Americans. Unless we bring those two groups together, we're just spinning our wheels. And the Hispanic and the Native Americans. So we're all working together as a United Nations team to effectuate unity and peace in our city. And we're blessed by these young people. So I'll start with this young man that's going to come and introduce himself and --

CHAIRPERSON BROOKS: Handsome.

MAYOR MASTERS: -- talk for about an hour. I'm just kidding.

CHAIRPERSON BROOKS: He's so handsome.

KERVINS ALTADOR: Good evening, Chairpersons. My name is Kervins Altador [phonetic]. Um, I'm 18 years old and I am currently enrolled at Inlet Grove Community High School as a senior. And this is my father. I am very excited to work with the Mayor and the City and the youth to better the city for the -- for the children, because we are the future. And as part of the Lead America Program, I offer my -- my leadership and any other human resource that is available from me. Thank you.

MAYOR MASTERS: Thank you. And next we have --

JENNIFER: Hello, everybody. My name is Jennifer. I'm 18 years old. I go to Palm Beach Lakes. I am a senior, 12th grade. Um, it's a pleasure for me to work with the Mayor of our community, Riviera Beach. I am very excited to devote myself and to be able to inspire other young people. Thank you.

CHAIRPERSON BROOKS: Oh, wonderful. Wonderful.

THOMAS: Good evening, City of Riviera Beach. My name's Thomas. I'm a freshman in high school. I attend Dwyer High School. And I'm just thankful and I will take advantage of the opportunity to work with Mayor Masters. Thank you.

CHAIR PRO-TEM PARDO: That's great.

ISABELLA MARTINEZ: Hello, everyone. My name is Isabella Martinez. I'm 18 years old. I am currently Miss Gold Coast Teen USA. I'm definitely very excited to be working with Mayor Masters and to doing this project with him. Pageants has definitely kept me out of trouble. It's kept me busy. I've learned so much. I've gained so much confidence. And I just want to help anyone else that needs it.

CHAIRPERSON BROOKS: Oh, wonderful.

CHAIR PRO-TEM PARDO: That's great.

ISABELLA MARTINEZ: Thank you.

ISABELLA McCARTY: Hello. I'm Isabella McCarty. I am 15 years old and I am a junior at Inlet Grove Community High School. I am completely honored and blessed to be a part of this program. And I would just like to say thank you to Mayor Masters and everyone else that is a part of this team for allowing me to make a difference in Riviera Beach. And I would be excited to hear all the questions and concerns from students in Riviera Beach and hopefully make Riviera Beach as much as for the adults as for the kids.

CHAIRPERSON BROOKS: Wonderful. Wonderful.

CHAIR PRO-TEM PARDO: Great.

MAYOR MASTERS: Her mother is a little shy. She's standing in the background, but she's the owner of the -- one of the limo -- what's the name of that company?

UNIDENTIFIED SPEAKER: Mega. Mega.

MAYOR MASTERS: Mega Limo Company. And we -- we hope to have these young people riding in limos pretty soon. But we're thankful. We think God has blessed us with a great team and we're looking forward to working together. They're also excited about the peace plan, the peace program where they will participate to help create an environment of peace in our community. I'm excited. I'm looking forward to working with them, along with Mrs. Blue and any one of the colleagues that would like to join us in our efforts. Thank you very much.

CHAIRPERSON BROOKS: Well, you've got a wonderful team there, Mayor.

MAYOR MASTERS: Thank you.

CHAIRPERSON BROOKS: A wonderful team, and it's great to hear their commitment to make a difference. We thank you so much.

MAYOR MASTERS: Thank you. There's one young -- there's one young man who could not be here. He gets off at work at 6. He won't get here till 6:30 so I'll introduce

him in Public Comment.

CHAIRPERSON BROOKS: All right. That'll be fine. Okay.

MAYOR MASTERS: If that's okay.

CHAIRPERSON BROOKS: Again, thank you all so much for your commitment to serve the community. We really appreciate it.

Okay. And number 14, please.

CITY CLERK WARD: Presentation from Riviera Beach Housing Authority regarding development of Phase 1, Ivy Green Village Senior Development.

CHAIRPERSON BROOKS: And we have Mr. Hurt coming forward and his team. Welcome, John.

JOHN HURT: Good evening. (Inaudible).

CHAIRPERSON BROOKS: Okay. You just give your name, who -- you know, who you are, what you represent and who's with you.

RICK CAVALIERI: My name is Rick Cavalieri. I'm with Northstar Development. We're the development partner with the Riviera Beach Housing Authority.

CHAIRPERSON BROOKS: I'm sorry, sir. What -- what is your name, again?

RICK CAVALIERI: Rick Cavalieri.

CHAIRPERSON BROOKS: Rick Calgary [sic]? Okay.

JOHN HURT: We also have our acting chairperson Mr. Orcob [phonetic], Jr., and the current commissioner Mr. Ron Leonard.

CHAIRPERSON BROOKS: Yeah, they're all fixtures with us.

JOHN HURT: Yes. Good evening, Honorable Mayor, Madam --

MAYOR MASTERS: Good evening.

JOHN HURT: -- Council President and Council members. I'm John Hurt. I'm the executive director of the Riviera Beach Housing Authority.

First I'd like to thank the Honorable Mayor, City Council and the City Manager for the opportunity to make this presentation. The Riviera Beach Housing Authority provided this council with an annual activity report in September of 2012 which outlined activities of the board of commissioners and the staff of the Riviera Beach Housing Authority for the previous fiscal year.

The board of commissioners have been working diligently over the past two years to revive the housing authority and to redevelop the former Ivy Green Village site. We wanted to update this body on the redevelopment activities of the Riviera Beach Housing Authority.

We have partnered with a developer, Northstar Development USA, that Mr. Rich Caliveri [sic] represents who will make a presentation to us tonight. We will gladly address any questions that may have at the end of the short presentation. Richard?

RICHARD CAVALIERI: Thank you more having me. I'll just -- I have created a quick PowerPoint that I'll go through for you just to give you an overview of the project.

This was the former Ivy Green complex just down the road from here. Now going to be called Heron Estates by the Housing Authority Board. Just a little background on Northstar. Northstar has been in business since 1997. We've done 23 different tax credit affordable housing deals around the country, mainly in the states of -- we've done several in Florida, New York, Texas and Michigan, working with housing authorities in every case.

Florida, we've worked with Fort Myers, doing one in Pinellas County, Venice, Lake Wales. We're working with Fort Pierce so all over the state.

CHAIRPERSON BROOKS: Uh-huh. Very good.

RICHARD CAVALIERI: Lots of fun. We have a team, a development team that we brought together which is kind of a mix of national and local professionals in order to develop this project. And this is our standard that we do in every project. Our lead architect is a nationally known architect in the affordable housing world and in regular housing, Wallace Roberts Todd, known as WRT. The team we're working with is out of Philadelphia, and they've done all the initial site design that we've gone through on this particular project.

We have a local Florida architect, Bessolo Design Group. They're actually -- their main office is in St. Petersburg, but they work all over the state and have done several projects down in this area.

Our civil engineer, Schnars Engineering is just south of here in, I think, West Palm Beach or one of the cities close to. They're our civil engineer. We have a landscape architect/land planner, Land Design South, that has done, I think, Woodline, is in Riviera Beach. They've done a lot of work in this area and they actually are our lead -- they submitted this plan that I'm going to show you, to the staff at the City already. We've received our first round of comments and we will be answering those shortly. So someday soon we'll be in front of your Planning Board and in front of you to try to get approval for this.

We go through a lot of effort to get where we are now as far as project planning. We met with the board of directors of the housing authority and got input from them and local residents to come up with this plan. We -- once we develop a plan, we actually

submit it and we look for federal tax credits in order to finance this.

That program is administered by Florida Housing in Florida, which is kind of in a state of change right now. Their universal application cycle is probably going to change its format so we're kind of waiting to see where that all goes at this point.

The plan is to put in for a 9 percent tax credit application in the 2013 cycle so potentially this could start in 2014.

Just normally have community meetings. And we will have those on this particular project at some point. WRT -- this is just a standard WRT design slide that talks about safety, eyes on the street, outdoor living, public parks, etc. And we do have copies of this, which I guess were already given to you so you can follow through on that.

CHAIRPERSON BROOKS: Question: Would it happen to be on the website anywhere that if persons in the community desire to review it --

JOHN HURT: We will post it.

RICHARD CAVALIERI: We will post it at some point. We haven't done that yet.

CHAIRPERSON BROOKS: Okay. All right. Very good.

RICHARD CAVALIERI: Okay. This is a before slide of the site, satellite view just showing what was there, formerly Ivy Green. I don't remember how many units were on the site, but we're -- the site is zoned for 179 units. Our first planned phase is actually a senior building. It's a -- it's a three-story, 75-unit building, have interior corridors, mostly one-bedroom. We normally put two -- 10 percent two-bedroom units. The rest would be -- just be one-bedroom units. Nice units. Full kitchen. ENERGY STAR appliances. Mostly tile. So they're very nice units.

And then we have a lot of amenities internal to the building. We'll have a -- an eat-in kitchen or a warming kitchen with a dining area, a library, computer area, recreation area. Normally we have a television room so people can come in and -- the idea is to get people to socialize.

CHAIRPERSON BROOKS: Uh-huh.

RICHARD CAVALIERI: We normally have common laundry on each floor so people can get -- we want to get people out of their units instead of staying in their units all the time. And this would most likely be a 65 -- 62 and older community.

CHAIRPERSON BROOKS: Uh-huh.

RICHARD CAVALIERI: So -- this is kind of a skeleton look at the potential elevation for the building. It's not colorized and it certainly doesn't look very nice but it'll be a good-looking building when it's done. And again, there on the bottom it lists some of the amenities that would be included with the building.

CHAIRPERSON BROOKS: And I have to assume there will be an elevator, correct?

RICHARD CAVALIERI: Yes.

CHAIRPERSON BROOKS: Okay.

RICHARD CAVALIERI: Elevator. Actually, there might be two.

CHAIRPERSON BROOKS: Okay.

RICHARD CAVALIERI: Okay. And then this will be a LEED-certified building so it'll be Green building, a lot of insulation, low-flow plumbing fixtures, energy efficient windows. We're in a high-velocity wind zone in this area so, of course, we'll have impact windows and everything that we need to do for hurricane protection, also.

Whether we can take advantage of solar and some of the other things, we'll just have to see. That's a lot of budget -- based on budget so it's hard to say whether we'll be able to afford that or not.

We do have a minority coordinator, Ariel Business Group, Thomas Huggins. He's actually out of the Tampa area but he's already -- already coming into the community and made some contacts. He's actually part of our team everywhere that we go in Florida. Very good. Our goal is to get as many minority women-owned businesses, Section 3 businesses and Section 3 employees on to the job as we can. We try to use as many local businesses as we can, local material suppliers.

We do have target goals with the housing authority based on our agreement with them but typically we far exceed those goals. Just to give you an example, in Fort Myers we hit 57 percent on minority and women-owned businesses. Right now we're at 43 percent plus in Pinellas County. So we -- we do a good job in that perspective. And Thomas holds meetings with the community before the job starts, gets everyone involved. He negotiates. If we have an electrician sub, let's say, and we'll try to get other subs to work underneath him to bring in other minority subs, etc., to get as much participation as we can.

Again, talking about local hiring. We try to bid everything locally. We normally define local -- in this case it would probably be Riviera Beach and then Palm Beach County, depending on the subcontractor base in Riviera Beach. Sometimes we have to reach out beyond the local community.

Financing. Again, we were going -- we're going to go after 9 percent tax credits. The application process will happen sometime this year. We're not exactly sure when that's going to happen. Part of the package that was just passed on the federal level keeps 9 percent credits at 9 percent through the end of 2013, as long as those credits are awarded in that time. So we feel that's going to be motivation for Florida Housing to get it done in 2013.

First phase, approximately cost, $10 million into this area. We're going to build, again,

75 units. An additional phase of approximately 104 units. And that will be family units, probably combination two-, three-, four-bedroom units.

And then the last thing I wanted to talk about was just some of the local benefit. There was a study done by the National Home Builders of the benefit of bringing a project like the first phase of 75-unit senior building, and it should generate about $5.5 million into the local economy, generate about 576,000 in taxes, 85 full-time equivalent jobs. That's just in the first year. And then on a recurring basis annually after that, 1.75 million into the local, 207,000 in taxes and 24 full-time equivalent jobs each year.

So you can see the impact of this is pretty substantial into the community. We're excited about it. Hopefully we'll be able to get it financed this year and get it done. So if anyone has any questions, I'd be happy to answer them.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mayor?

MAYOR MASTERS: I do. First of all, you're doing a great job. Okay?

RICHARD CAVALIERI: Thank you.

MAYOR MASTERS: I'm proud of you. I'm certainly proud of the Riviera Beach Housing Authority. I appointed every one of you, just about. I think every -- yeah, everyone. So you guys are right on it.

I would like for you -- I don't know whether you've met Tony Brown from the CRA yet?

RICHARD CAVALIERI: No, I haven't.

MAYOR MASTERS: I'd like for you to meet him and maybe have a conversation, 'cause I don't know anybody in America that can find money like Tony Brown can find money. He can find it from heaven almost.

RICHARD CAVALIERI: It's not easy to do these days.

MAYOR MASTERS: Yeah. And he --

JOHN HURT: Mr. Mayor, I had a meeting with Tony Brown this afternoon.

MAYOR MASTERS: Oh, okay.

CHAIRPERSON BROOKS: Oh, good.

MAYOR MASTERS: See how perfect that was?

JOHN HURT: My second meet -- my second meeting with the CRA and we're -- we're committed to, you know, continue to work with --

MAYOR MASTERS: Yeah, 'cause that's why I was thinking it might -- might be a possibility that this could be -- I don't know. But I just --

RICHARD CAVALIERI: I mean, one -- one thing I did fail to mention that I should have mentioned is that Florida -- one of the edicts of the Florida Housing is they expect local support from the community. And that's monetary support. In the past, that's been $100,000 for a large community like Palm Beach County. And that can be in the form of a grant, waiver of impact fees, deferral of impact fees or a loan.

MAYOR MASTERS: Well, you keep talking to Tony Brown.

RICHARD CAVALIERI: So -- but I just -- I needed to mention that because at some point we may be coming back to you to want to talk about that.

CHAIR PRO-TEM PARDO: Yeah. It's in (Inaudible).

MAYOR MASTERS: Yeah. Just one more thing. I -- I'm -- I'm certainly impressed with -- and I wish more people who -- who were coming to the community would -- would come in with the same type of vision of including the neighborhood and local community as much as possible. And the jobs -- of course you know, that's for -- I like to do, is to make sure that people from the community get these jobs. Now, the guy that you're bringing in from Tampa, he -- he works with you with -- with all these projects?

JOHN HURT: Correct.

MAYOR MASTERS: And his role specifically is -- tell me one more time?

RICHARD CAVALIERI: He is -- you want to answer it?

JOHN HURT: Yeah. His role specifically is for local participation of minority contractors, women-owned business contractors. Public housing has what they call a Section 3 program that's compulsory that would involve local residents or local eligible low-income persons. We, the Riviera Beach, unfortunately does not have any residents at the present time. So we'll be looking to our area which is the City of Riviera Beach, for low-income individuals to participate under the Section 3 program.

And we want to say that one of our commissioners, Commissioner Rodney Roberts, heads our subcommittee on Section 3 and minority participation. And he'll be working with Mr. Higgins [sic] and all of us, you know, to ensure that we're in the position to be prepared when this all gets off the ground, to have available contractors, have available local individuals that'll be prepared to be available for work and those kinds of things.

MAYOR MASTERS: Well, Rodney Roberts is -- is heading that?

JOHN HURT: Yeah. He's the chair of that particular subcommittee.

MAYOR MASTERS: You're in good hands. Thank you.

JOHN HURT: Just wanted to have the opportunity very early on in this process to inform, you know, this body as to what we're doing. You know, we're a small organization and we just don't have the profile that some of the other entities in this city has. So we thought we'd start early to keep you informed so you know what we're doing and as we try to go forward and partner, you know, with other entities in the city to bring this off.

We -- we focus all of our energies on this first phase, that's the senior facility. And that's what we hope to bring to fruition, you know, in the next 18 to 24 months.

MAYOR MASTERS: Good.

JOHN HURT: After that, you know, we are looking for -- to do family -- multi-family projects and also perhaps some home ownership, particularly for veterans. So that's the vision that the board has developed. That's who -- those are the kind of activities that we anticipate to be doing over the next two to five years. And we'll be seeking your support and cooperation in trying get it done.

MAYOR MASTERS: When -- when it comes to veterans, make sure that you also have a conversation with Kelly Morrison who works with our Office of Veterans Affairs in our office.

JOHN HURT: Okay.

MAYOR MASTERS: And she's with Housing almost every day, trying to get housing for veterans. So I'm sure -- I think Kelly is here -- would see you, uh -- Kelly, raise your hand. Make sure you see Kelly 'cause that's -- she sleeps and loves veterans and making sure the veterans get housing.

JOHN HURT: Absolutely. Absolutely.

MAYOR MASTERS: Thank you.

JOHN HURT: Thank you.

MAYOR MASTERS: Thank you, Madam Chair.

JOHN HURT: Any other questions?

CHAIRPERSON BROOKS: Um, I just want to make -- add a comment here.

COUNCILPERSON DAVIS: And I'm here.

CHAIRPERSON BROOKS: Oh, yeah. We had -- yeah, let the record show that Commissioner Davis is -- Councilwoman Davis is here. And we're so glad that you were able to -- to make it.

Mr. Hurt is -- is there going to be any plan for any kind of health unit or service within the

complex? And I tell you why I'm asking. Very recently, I met with a gentleman with Morgan Stanley. Morgan Stanley, the Kresge Foundation -- I think I'm saying that correctly -- and LSIC or --

COUNCILPERSON DAVIS: LISC. LISC.

CHAIRPERSON BROOKS: -- LISC.

JOHN HURT: LISC, yeah.

CHAIRPERSON BROOKS: That they have come up now with a $100 million fund that they are going to -- they're looking for cities with low-income neighborhoods and they want to invest in these neighborhoods. And I didn't bring the information with me so I'm just kind of talking off the top of my head here. But they want the low-income housing to be connected with health care.

And I will bring that information to you and it might be worth a conversation with this gentleman. I took him on a tour. Tony and I took him on a tour of Riviera Beach, because he does City at the Table on behalf of Morgan Stanley. And if there's a city that he smiles upon, then we could have favor.

The other is, um, I received a proposal from two gentlemen who are interested in affordable housing for female veterans. And that, too, I will discuss with you. So these are things that I'm looking at, because partnerships are just so important. They're so critical to our development. So I will make you privy to that information.

JOHN HURT: Okay. Thank you, uh, Madam President. I would want to say that it's been my experience than in these senior facilities, that we have community and supportive services there. We're very early in the predevelopment phase now. But as we go forward, we will be looking for partnerships for supportive services within the building. That includes health care, diagnostics --

CHAIRPERSON BROOKS: Uh-huh.

JOHN HURT: -- recreational support. And so all of those kinds of things will come into play as we go forward.

CHAIRPERSON BROOKS: Good. Good. Very good. Any other questions, comments?

MAYOR MASTERS: I have one more question.

CHAIRPERSON BROOKS: Just wanted to let everybody get a chance to say something. Judy?

COUNCILPERSON DAVIS: Uh-uh. Go.

CHAIRPERSON BROOKS: Okay. Mayor?

MAYOR MASTERS: Yeah. Also with the seniors, will you also be -- have an outreach as it relates to the blind and people that may be physically disabled to live there, as well? 'Cause there's a great need for that in our --

JOHN HURT: Absolutely. The -- the --

MAYOR MASTERS: -- city.

JOHN HURT: -- the facility more -- more defined would be for age 62 years of age, handicapped and disabled.

MAYOR MASTERS: Okay.

JOHN HURT: Uh-huh.

MAYOR MASTERS: Thank you.

CHAIRPERSON BROOKS: Okay. Thank you so much for that wonderful presentation.

JOHN HURT: Okay. Thank you.

CHAIRPERSON BROOKS: You're welcome. All right. We'll get -- move now into our regular meeting. We have about 18 minutes before we'll get into Public Comments. Number 15, please.

CITY CLERK WARD: Resolution 2013, a resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving amendment 003 to the Disaster Recovery Initiative Program agreement between the City of Riviera Beach and Palm Beach County to define services and establish a budget for a rehabilitation consultant not to exceed $105,000, authorizing Mayor and City Clerk to execute the agreement amendment and providing an effective date.

CHAIRPERSON BROOKS: Okay. We need a motion, please. Need a motion.

COUNCILPERSON DAVIS: So moved.

CHAIRPERSON BROOKS: Need a second.

COUNCILPERSON THOMAS: Uh, second.

CHAIRPERSON BROOKS: Okay. Let's pay attention. All right. Miss McKinney?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Good evening.

CHAIRPERSON BROOKS: Do we have anything on (Inaudible)?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Mary McKinney, Director of Community Development. And this is an amendment to the agreement that we have with Palm Beach to, um, provide for our Disaster Recovery Initiative Program. And this

amendment would allow the City to hire a consultant to assist in finalize -- finalizing the cases that we have open between now and June. The consultant's fee would be capped at $105,000, which we have ample funding in the budget for that. And we think that it will allow us to complete at least of the 20 rehabilitations that we have left.

CHAIRPERSON BROOKS: If there are any questions, comments from the board?

COUNCILPERSON LOWE: Uh, yes.

CHAIRPERSON BROOKS: Mr. Lowe?

COUNCILPERSON LOWE: Well, a couple of months ago, a resident, Miss Coleman, contacted -- contacted us about her DRI situation.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Okay.

COUNCILPERSON LOWE: How soon are these folks going to be made whole? Because --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: The applicants that we still have that are open?

COUNCILPERSON LOWE: Yeah. I mean, they call me and, you know, I can't do anything to help them. And that's bad.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. Well --

COUNCILPERSON LOWE: And I've been to this woman's house. You know, the roof on the inside is falling in, caving in. And, you know -- I engaged her around about November or October. But you know, she had to go through the holidays with -- living in those conditions.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right.

COUNCILPERSON LOWE: And every time she calls me, I -- you know, I don't know what to tell her anymore.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: I know. I totally understand and empathize. And the -- the --

COUNCILPERSON LOWE: Can you guys call the people that are currently on the list and follow up with them?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. And we -- we will. We'll call all of them. And we have been intermittently in touch with all of the applicants. It's a very, very, very complicated bureaucratic process. And when an applicant will submit one form or one piece of documentation, by the time they may get five more pieces, the first one has become out of date. It's -- it's complicated. It is frustrating.

We're all frustrated with the program.

But we really believe that bringing on a consultant group that has a lot of expertise and will be devoted totally to this program will assist us in getting through these applications.

COUNCILPERSON LOWE: Yeah. If we can contact the -- the folks that is on the list, then --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Uh-huh. Yes. We can.

COUNCILPERSON LOWE: -- just kind of settle them down and --

CHAIRPERSON BROOKS: Uh-huh. Reassure them.

COUNCILPERSON LOWE: -- you know, address their expectations and reassure them that --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. We will.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON LOWE: -- we're still here and we're on the case.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. And -- and we have done that. And, um -- and we'll do it again.

COUNCILPERSON LOWE: Thank you.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Okay.

CHAIRPERSON BROOKS: Miss McKinney, how many people are on the list now?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Let's see. We're -- there are 35 that are done, being completed or ineligible out of the 85. So that leaves 50 left on the list.

CHAIRPERSON BROOKS: Okay.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: And some of them may be ineligible, too.

CHAIRPERSON BROOKS: Okay. I guess what some persons -- I don't know if it's a matter of the roofs are leaking -- I know some -- I don't know if we could get tarp or do we have that kind of fund to allow for --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: We -- we do and we --

CHAIRPERSON BROOKS: -- maybe just placing tarp over --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. And we have -- right.

CHAIRPERSON BROOKS: -- their roofs?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: We have done that with some of the -- with the ones that we knew that needed that kind of --

CHAIRPERSON BROOKS: So we do have monies in there for that?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Yes, we do.

CHAIRPERSON BROOKS: Okay. Okay. All right. Any further questions? If not we're ready for the vote.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Number 16.

CITY CLERK WARD: Resolution 2013, a resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing Mayor and City Clerk to execute an agreement for rehabilitation consultant services between the City of Riviera Beach and Guardian Community Resource Management, Inc., in association with Disaster Recovery Initiative Program agreement allocating no more than $5,000 per rehabilitation project not to exceed a total of 105,000 commencing February the 7, 2013, through June 15, 2013, and providing an effective date.

CHAIRPERSON BROOKS: Motion, please?

COUNCILPERSON LOWE: So moved.

CHAIRPERSON BROOKS: Second?

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Miss McKinney?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. Yes. This is the contract with the consultant that would be -- we will engage for the Disaster Recovery Initiative Program. They came very, very highly recommended by other municipalities and counties that have utilized their services.

Their name is Guardian Group. One of the representatives is here there this evening. Um, I'll introduce you to him. His name is Antonio Jenkins, and he has already started going through the files and organizing and I -- I've already been impressed and amazed what he has done in one day.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. -- Mr. Thomas?

COUNCILPERSON THOMAS: Miss McKinney, I'm sure that you have picked a qualified company. I just want to know how did we go about doing this?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: We went through our standard RFP process.

COUNCILPERSON THOMAS: Okay.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Responses --

COUNCILPERSON THOMAS: That's all I needed to hear.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. Right.

CHAIRPERSON BROOKS: Okay. Any further questions? Let's call for the vote, please. Was there any card on this?

CITY CLERK WARD: No.

CHAIRPERSON BROOKS: Okay.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Number 17, please.

CITY CLERK WARD: Resolution 2013, a resolution of the City Council -- Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing settlement in the matter of Riviera Beach Citizens' Task Force and Emma Bates versus the City of Riviera Beach, Dawn Pardo, Billie Brooks, Cedrick Thomas and Shelby Lowe in the official capacity as members of the City Council of the City of Riviera Beach, Palm Beach, Florida, case number 502011CA001501XXXMBAA, in the total amount of $20,000, authorizing Gallagher Bassett to make payment on behalf of the City after receiving a general release and providing an effective date.

CHAIRPERSON BROOKS: Need a motion, please.

COUNCILPERSON DAVIS: So moved.

CHAIRPERSON BROOKS: Second, please? May I get a second on this? Pass the gavel so I can second it. I've passed the gavel so that I can second this motion.

CHAIR PRO-TEM PARDO: Okay. Properly moved and second. Madam Manager?

CITY CLERK WARD: There are Public Comment cards.

CHAIR PRO-TEM PARDO: Okay. I think she should give us a -- who's doing this?

CHAIRPERSON BROOKS: (Inaudible) or Legal.

CITY MANAGER JONES: Our legal expert.

CHAIR PRO-TEM PARDO: Okay. Miss Ryan?

CITY ATTORNEY RYAN: Um, Madam Chair, the first thing I want to say is that we neglected to add Judy Davis's name to the -- the name of the case style. So that should read all the council members and Judy Davis in their individual -- in their official

capacities.

This item is a request to settle a case for $20,000. Although the amount is within the City Manager's authority, there was at least one councilperson who requested that we have a public discussion about this matter. And that is why it is on the agenda at this time.

CHAIR PRO-TEM PARDO: Okay. Before we hear from Council we'll go to the public. First Public Comment card, Mary Brabham, and then after Miss Brabham, Eddie Strick. Miss Brabham?

MARY BRABHAM: Good evening.

CHAIR PRO-TEM PARDO: Good evening, ma'am.

MARY BRABHAM: Mary Brabham, Riviera Beach Place. Um, on this particular item, I would like for you all to listen attentively. We are beginning to move forward. The past is the past. We have all been wrong in some aspects. But if we are deciding to move forward, it has been open wounds in this city here. Let's close these wounds. We are beginning to come together because a lot want you all to move forward.

Not saying who was right or who was wrong. It doesn't matter in this instance. It's not where we have been; but it is where we are going. Let's close these wounds so that we can move forward. Settle this agreement. You may have reservations but settle it. Let's move on. When the pages of history in this city is turned, residents, as well as far and near, will -- will read what has happened. Remember what I said. It doesn't matter where you've been but it matters where you're going. Because if you set the record straight, the history books will also reveal we made amends.

Because no man is perfect. Miss Brabham is not perfect. You are not perfect. We're willing to forgive each and every one. That's the love that we all should have. Let's settle this. Let's put it in the history books that whatever we have done, citizens, we do love you. Because you represent us. And we either make you or break us.

So let it be known, let it be said, we're moving forward. We have a lot at stake here at this city here. Last week or week before last we stood up here; we're working, playing, Viking. And we said we wanted to move on. Let's bite the bullets, because we all have been shot one time if it's not been by a bullet.

So let's move on. Please. Let's move on. Settle the things that we can settle and let's say to ourselves we ask for -- for forgiveness from you, them, from everyone. So our history will be with it that we corrected whatever that was wrong. Thank you.

CHAIR PRO-TEM PARDO: Thank you, Miss Brabham. Eddie Strick, and after him we have Carol Strick.

EDDIE STRICK: Hello. Eddie Strick.

CHAIR PRO-TEM PARDO: Good evening, sir.

EDDIE STRICK: Good evening. I have three main points that I want to make. I've been a member of the task force since the beginning. Um, the referendum should have been implemented from the start 'cause that was the will of the people. And if it was, all of this -- the rest of it wouldn't even have happened.

But if you do settle this case, there's still two major points that have to be addressed. Number one is that the taxpayers are footing the bill while private industries are profiting. And that's -- that's not right, what's going on.

And the third point is that the environmental costs are going to be -- the residents are going to pay a heavy price because when you put up a power plant and you do a port project and you have incinerators going up at Jog Road by the garbage dump, it's going to add up. And that's going to cause major health concerns to the people and to the planet. And so far, nobody's even discussed that. But that should be discussed. Thank you.

CHAIR PRO-TEM PARDO: Thank you, sir. Carol Strick.

CAROL STRICK: Hello.

CHAIR PRO-TEM PARDO: Good evening.

CAROL STRICK: Hi. My son kind of preempted me. But what I wanted to add was we were with Emma from the very beginning. Nobody in their right mind would even dare suggest and put Emma's name down to bargain away the referendum for $20,000. Emma wouldn't have bargaining away this referendum for $20 million.

Because she knew that this referendum was -- concerned the health of the people of Riviera Beach. She herself being victimized by all the industry here and certainly the environment in general. There are too many sick kids here. There are too many kids with asthma. The gall of anybody to suggest that Emma would bargain away this referendum is totally insane. That was the first thing I wanted to say.

The other thing I wanted to say was that we can't easily write off this referendum and say, Oh, come on, folks. Let's all be peace and happy together. This is concerning. This is the most utmost concern in the city, in the country, in the nation, in the world. It's the environment. The environment is eroding fast and the only thing we can do with it to try to salvage anything for our children and grandchildren is to slow down this and stop this insane building.

The other thing I wanted to say was you -- my son mentioned that you hadn't mentioned the fact that the task force -- the city council was supposed to have implemented the referendum. That should have been the law. But since it was ignored, there's some kind of talk about a meeting at Lonnie Lovett's house and we all knew that this referendum was going to be traded. I was at that meeting. The word referendum never came up, not one time. And I was listening very carefully.

So to say that these people whoever are supposed to have signed off for the task force, are they also signing off for the 10,000 people who voted for the referendum? What about them? 10,000 residents of Riviera Beach wanted this referendum to be the law and as of this moment, it is the law.

So as far as I'm concerned, this -- the conversation hasn't -- isn't even justified. It's not a legal conversation because you haven't addressed the main point of referendum from the beginning. So this really can't be written off and say, Okay. Vote yes or no. It's more than that. It's the health and the well-being and the ecological environment of this city. And actually, not just this city. Certainly where I live on Congress and 45th, I'm as vulnerable to being sick as anybody in Riviera Beach. Certainly the people in Lake Park are as vulnerable. This is a serious health hazard for all of us. And somebody has to rethink your priorities. It's not about money. It's about keeping the planet going. Thank you.

CHAIR PRO-TEM PARDO: Thank you, ma'am. Bessie Brown? And then after Miss Brown we have Fane Lozman.

BESSIE BROWN: Good afternoon. Bessie Brown.

CHAIR PRO-TEM PARDO: Good evening.

BESSIE BROWN: I -- I'm -- I'm here to ask you all not to settle this matter because the way the settlement has gotten to you was not proper. And I -- and -- and because of all the citizens that voted for referendum in November 2010. I would beg of you not to sign this settlement because it does not give them a voice at all.

CHAIR PRO-TEM PARDO: Thank you, ma'am. Fane Lozman and then Reverend Burrs.

FANE LOZMAN: Fane Lozman.

CHAIR PRO-TEM PARDO: Good evening.

FANE LOZMAN: Nice to see you all after a couple of years.

COUNCILPERSON DAVIS: Hi.

CHAIR PRO-TEM PARDO: Same here.

FANE LOZMAN: Um, the night the November referendum passed, November 2010, I guess that was, Emma Bates -- I was over at her house. And when it passed, we all jumped out and let out a big cheer. We thought that would be the end of it.

The referendum passed. People passed it. So be it. I know the Mayor and Councilperson Lowe felt that way. Because when the second referendum came up a few months later, they were like, "Wait a second. What's going on here?" Especially when it was pointed out that the signatures to put that on the ballot, there was

something improper about them and they were concerned about the integrity of those signatures.

Well, it turns out they were right. That those signatures were improper. It never should have gone on to the ballot. As a member of the task force who put in his time and his money, I have told the chairperson of the task force that there certainly can't be any settlement that's purely financial in nature.

The only settlement that I would agree to would be that the second referendum is void; it never happened. So if you want to void out the second referendum, that's one thing. But if you just want to say give $20,000 to our attorney and that's going to settle this case, that's not going to happen as long as I'm around, if I have to intervene on behalf of this court file or whatever I have to do. That's not what Emma Bates wanted.

This case has been litigated for years to get rid of the second referendum. If you want to voluntarily get rid of it, fine. If you don't, it will continue through the court process, and the Court will say basically what Councilperson Lowe and the Mayor said where the second referendum improperly made it to the ballot.

So there should be no settlement unless you're going to agree to get rid of the second referendum. And if you don't, then it will proceed to trial one day.

AUDIENCE: Right.

CHAIR PRO-TEM PARDO: Thank you, sir. Reverend Burrs.

REVEREND BURRS: Madam Chair, Council, Reverend Burrs, President of Riviera Beach Citizens Task Force. I didn't anticipate all these people coming to speak on this issue. But they have their right to say what they please. But as the President of the task force, we're suggesting and saying under the terms of the agreement, I don't accept them and we'll not sign on the -- accept the -- the settlement. Thank you.

COUNCILPERSON THOMAS: Excuse me, Madam Chair?

CHAIR PRO-TEM PARDO: Yes, Mr. Thomas.

COUNCILPERSON THOMAS: Um, Reverend Burrs, I didn't -- I didn't quite hear what you said. Would you -- would you repeat that, please? I didn't --

REVEREND BURRS: I said -- first of all, I said I didn't know all these -- the members were gonna come and speak their concernings on this settlement, which they has a right to, which they called me concerning this settlement, saying they don't agree with this settlement, when I read the terms of this settlement. Uh, I wasn't at the meeting last night because it's my church services. And -- and I don't agree with the terms of the settlement, as well. And we would not accept the terms of this settlement.

MAYOR MASTERS: Madam Chair?

COUNCILPERSON THOMAS: Okay.

MAYOR MASTERS: You are the President of the --

CHAIR PRO-TEM PARDO: Hold on. Hold on, Mayor. Mr. Thomas, are you going to say --

COUNCILPERSON THOMAS: Yes. No. Well, my issue is if we didn't ask for a settlement, a settlement was proposed to us, so I'm -- I'm not understanding how --

REVEREND BURRS: Well, Mr. Chairman -- Mr. -- Madam Chair?

COUNCILPERSON THOMAS: -- you know, so -- hold on just for one second, please.

CHAIR PRO-TEM PARDO: Hold on.

COUNCILPERSON THOMAS: Well, you know what? He had his time. Let me -- let me -- I thought you were finished with your time. I just wanted to hear -- but I don't want to interrupt you on your time.

REVEREND BURRS: Go ahead. Go ahead.

COUNCILPERSON THOMAS: I just want to make sure that -- that we understand this. This settlement was brought to this board. We didn't go out looking for a settlement. So you know, if all of the members or the -- the board and you're saying that you're the president or -- if you're not agreeing with the settlement, why do we even have it on the agenda, you know, to --

REVEREND BURRS: I didn't know it was on the agenda till last night.

AUDIENCE: Right.

CHAIR PRO-TEM PARDO: Okay.

COUNCILPERSON THOMAS: Okay.

REVEREND BURRS: I -- I didn't know it was on the agenda.

CHAIR PRO-TEM PARDO: All right. Thank you, Reverend Burrs. Mayor, did you have something?

MAYOR MASTERS: No. He -- he cleared it up. I just -- he was president. That's all I wanted to --

CHAIR PRO-TEM PARDO: Okay.

COUNCILPERSON DAVIS: Madam Chair?

MAYOR MASTERS: -- clear the --

CHAIR PRO-TEM PARDO: Miss Davis?

COUNCILPERSON DAVIS: Question. And I think -- this is to Miss Ryan -- do -- does the task force, um, have the -- the task force attorney, I'm assuming, does he have the right to bring this forward or --

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON DAVIS: -- does the task force themselves have to bring it?

CITY ATTORNEY RYAN: Madam Chair, on January 11th, 2013, I received a letter -- Rick Girollam [phonetic], who's also the City's outside of counsel, and I both received a letter that is four pages long from, um, the attorney for the task force, Mr. DeGraffenreidt, which starts out, "Please be advised that my client has authorized me to offer to settle the pending suit between the parties for the sum of $25,000."

COUNCILPERSON DAVIS: And who was --

CITY ATTORNEY RYAN: I received that letter. When an attorney sends a letter on behalf of their client, which is the ordinary course --

COUNCILPERSON DAVIS: Uh-huh.

CITY ATTORNEY RYAN: -- then we proceed. After that time I sent the council a memorandum which I'm -- I'm required to have some contact with you to, um, advise you of settlement offers.

I sent you a, um -- a confidential memo about the case, letting you know that it was set for summary judgment in the middle of February. And I surmised that because of that, that they were coming to the table to settle the matter with the City.

Our outside council reached out to Mr. DeGraffenreidt. I spoke with staff members about this, and we -- we -- he had conversations with them about lowering the amount. And Mr. DeGraffenreidt write -- wrote a second letter on January 24th stating that, um, he would -- that he was changing his offer from $25,000 to $20,000. Again, I have an obligation to present that to my -- my council.

And I spoke with you about it. I let you know that it was in the manager's authority and that she could sign on behalf of the City. However, I had one councilperson -- I would say request but really insist that it be placed on the agenda, and that's why it's on the agenda.

As late as today, Mr. Girollam was contacted by Mr. DeGraffenreidt who said that, um, he was fully advised of the fact that it was on this agenda. He was given a copy of the resolution. And it was my understanding that the task force was aware of this and certainly gave authority to their attorney to offer to settle. We have -- we --

COUNCILPERSON DAVIS: Is -- is -- is Mr. DeGraffenreidt here?

CITY ATTORNEY RYAN: I have no idea. I don't know if Mr. DeGraffenreidt's here.

COUNCILPERSON DAVIS: Because he needs to clear it up.

REVEREND BURRS: Madam Chair?

COUNCILPERSON DAVIS: Okay. But, um --

CHAIR PRO-TEM PARDO: Um, Reverend Burrs, hold on. Is Mr. DeGraffenreidt outside?

CITY ATTORNEY RYAN: But I -- I really just wanted to clear that up for the record.

COUNCILPERSON DAVIS: Okay.

CITY ATTORNEY RYAN: That the only reason this is on the agenda is because --

CHAIR PRO-TEM PARDO: I asked for it.

CITY ATTORNEY RYAN: -- a councilperson -- well, you all didn't know that each of you asked for it, but at least one councilperson asked that it be placed on the agenda. If we -- look, the City is fully prepared to move forward with the -- the cross motions for summary judgment. I pointed that out in the agenda item. Um, this matter will be heard by Judge Kelley on the 18th or the 19th and we're fully prepared to move forward.

So if the task force does not want to settle, this item can be withdrawn. It's --

CHAIR PRO-TEM PARDO: Okay. Anything more from the council?

CITY MANAGER JONES: Do we have any more comment cards.

CHAIR PRO-TEM PARDO: Reverend Burrs, please sit down. We heard from you.

REVEREND BURRS: Okay. I'm through with this.

CHAIRPERSON BROOKS: Any other comment cards?

CHAIR PRO-TEM PARDO: No. We're good. Anything more from the council?

CHAIRPERSON BROOKS: Well, I just really wanted to get the advice of Legal --

MAYOR MASTERS: Well -- right.

CHAIRPERSON BROOKS: -- as to how -- how to go forward. We -- we've got some -- I assume that the attorney was acting on behalf of his clients. And that's all we have to go on. And we put it on the agenda to approve it or disapprove it.

COUNCILPERSON LOWE: Madam Chair?

CHAIR PRO-TEM PARDO: Wait, hold on. Are you done, Miss Brooks?

CHAIRPERSON BROOKS: Well, I just want to know from -- from Legal, what are you -- what are you saying here about moving forward with going to trial? You know, just what are we doing? Do we accept -- are we bound -- well, I guess you'd bring it to us to bring it --

CITY ATTORNEY RYAN: Correct.

CHAIRPERSON BROOKS: -- here to us for us to make a decision as to whether or not we want to accept the attorney's recommendation. I guess what's somewhat confusing is that they've had an attorney, and I would assume that the attorney is advising his clients --

AUDIENCE: No.

CHAIRPERSON BROOKS: -- of his position? I -- that's just an assumption. I just thought that's how things worked, that attorneys and clients have conversation with each other.

COUNCILPERSON DAVIS: But being that Miss Bates was the president, is there another official person who is the --

CITY ATTORNEY RYAN: I'm gonna ask Mr. Girollam if he wants to speak on it. He has had conversation -- I've not spoken with Mr. DeGraffenreidt directly. Mr. Girollam has spoken with him. He's the attorney who's handling the case. And we are certainly surprised about this. We are surprised.

RICK GIROLLAM: Good evening, everyone.

COUNCILPERSON DAVIS: Good evening.

RICK GIROLLAM: Nice -- nice to see you. Um, this -- these developments that we've heard throughout the course of tonight are catching me quite off guard. As a matter of fact, this afternoon I confirmed with Mr. DeGraffenreidt that -- whether or not we should move forward, if everything was in order, if anything -- if we were to address anything.

Mr. DeGraffenreidt, on his correspondence, the offer was originally open through January -- excuse me, through February 1st. However, when we -- when we informed him the first public meeting was February 6th, he extended the offer open through February 8th. I expected him to be here tonight. He, in fact -- I had a conversation directly with him asking or pretty much asking if he intended to attend this evening, being that his settlement offer that he conveyed to the City was going to be placed on the agenda and discussed.

He advised me that he would absolutely be here. I'm -- I'm perplexed as to why he's not, although based upon the comments we've heard, I think I have a fair idea. Um, with -- with regard to being prepared to go to hearing, we are -- we are back up on the

week of February 19th. How the courts work is you get set. Courts generally book like airlines on a holiday weekend. You get double and triple booked. And if those in front of you settle or get taken care of, you get called up. We're ready to go. The -- this is a summary judgment proceeding, which means that all the issues are legal in -- in basis. All the evidence that the court needs to determine it has already been submitted. It's simply argument. And we are ready to go.

CHAIR PRO-TEM PARDO: Okay. Thank you.

COUNCILPERSON DAVIS: I'd like to know who (Inaudible).

CHAIR PRO-TEM PARDO: And let me say something. This is exactly --

COUNCILPERSON LOWE: Can I say something? I -- I asked for the chair --

CHAIR PRO-TEM PARDO: -- this is exact -- yeah, I'm the chair.

COUNCILPERSON LOWE: Oh. We don't get --

CHAIR PRO-TEM PARDO: This is exactly why I had asked for this item to be on the agenda. I wanted to hear from the task force members. I wanted to hear from the public if everyone was ready to move forward. The message that we got tonight was, We are not ready to move forward, and we need to have a court decide who is right.

If we -- my feeling is if we settle this suit tonight, there will be another suit tomorrow. All right? So my opinion is it's out in the open now. We -- you know, everyone knows about this settlement that Mr. DeGraffenreidt brought forward and now let's just go to court. We'll know in a week or so, you know, who is going to move forward, what plan is going to move forward. So I'm -- I'm very happy that everyone came out tonight. We heard it from the task force. And we'll move forward. Mr. Lowe?

CHAIRPERSON BROOKS: Was there another card that we missed?

WARRIE LEONARD: No, you did not miss them but I need to say something. I'm the vice chair of the task force.

COUNCILPERSON DAVIS: Oh.

WARRIE LEONARD: I would like to speak for one minute, please.

CHAIR PRO-TEM PARDO: Okay. Please come up.

WARRIE LEONARD: Warrie Leonard, 1901 W. 23rd Street, vice chair of the Citizen Task Force. It seem that everybody's trying to look at Mr. DeGraffenreidt as not being a vital person for our task force.

I'm here to set that straight. We did the (Inaudible). So I'm going to straighten that out now. We met as late as last night and we agreed to settle. Now, in between that time,

stuff has come up and they have changed their mind.

But I don't want to defame Attorney DeGraffenreidt and let anybody say that he's going against the task force or any -- or any client that he represent. I just have to get it out. Now, if we as a task force changed our mind, say we changed our mind. Don't defame anybody.

COUNCILPERSON DAVIS: Thank you.

CHAIR PRO-TEM PARDO: Thank you, ma'am. Okay. Mr. Lowe?

COUNCILPERSON DAVIS: I -- oh.

COUNCILPERSON LOWE: Yes.

CHAIRPERSON BROOKS: Mr. Lowe's next. Oh, all right.

COUNCILPERSON LOWE: I just wanted to remind folks that the attorney works for the task force. Just like our attorney works for us. And it's the task force decision, not the attorney's decision, to decide whether to go -- go forward with this or not. Evidently there's some uncertainty, but even if we say yes, we want to settle, it takes two parties to settle. So I mean, we're just talking a lot about nothing.

CHAIR PRO-TEM PARDO: That's right.

COUNCILPERSON LOWE: We can go ahead and move on and say -- either we say we're going to settle and approve it or just move on.

CHAIR PRO-TEM PARDO: Uh-huh.

COUNCILPERSON DAVIS: Madam Chair?

CHAIR PRO-TEM PARDO: Yes, Miss Davis. Hold on a sec.

COUNCILPERSON LOWE: 'Cause even if we say yes, doesn't mean they have to say yes. It's a mutual agreement. That's the definition of a settlement. So --

CHAIR PRO-TEM PARDO: Okay.

COUNCILPERSON DAVIS: Madam Chair?

CHAIR PRO-TEM PARDO: Councilwoman Davis?

COUNCILPERSON DAVIS: Yeah. I -- I heard Miss Leonard say she is the vase chair. But I think what we need is to see the structure of the task force, who -- who exactly is the president.

AUDIENCE: Reverend Burrs.

COUNCILPERSON DAVIS: Reverend Burrs. And, um -- and if it -- I don't know how many members are there but I think probably it needs to -- we need to maybe table it until the task force either votes or whatever and bring us back that vote that will dictate, you know, the forward movement that we need to make. Because I -- I mean, it's -- it's -- it's -- this is --

CHAIRPERSON BROOKS: Madam Chair?

COUNCILPERSON DAVIS: -- we don't have another meeting --

CHAIRPERSON BROOKS: Oh, is anybody --

COUNCILPERSON DAVIS: -- before the 19th anyway but --

CHAIRPERSON BROOKS: -- else is --

CHAIR PRO-TEM PARDO: Right.

COUNCILPERSON DAVIS: -- you know, I -- I --

AUDIENCE: Can I just say one thing?

CHAIR PRO-TEM PARDO: No. Hold on, please.

COUNCILPERSON DAVIS: -- I just think that what Miss Leonard said --

CHAIRPERSON BROOKS: Madam --

COUNCILPERSON DAVIS: -- would -- had -- carried some weight, as far as I was concerned. If that is actually, you know, what happened, I mean, somebody -- this needs to be straightened out.

CHAIR PRO-TEM PARDO: Right.

COUNCILPERSON DAVIS: You know, we're only going on what we had presented to us, you know? And I mean, if that was what was said by the group or majority of the group and, you know -- I would understand Mr. DeGraffenreidt wants to be paid and -- and I -- I'm not sure exactly what we need to do right now. Table it until the next meeting, perhaps.

COUNCILPERSON THOMAS: Madam Chair?

CHAIR PRO-TEM PARDO: All right, wait. Hold on. Miss Brooks?

CHAIRPERSON BROOKS: Yes, I was -- I'm -- I'm really feeling like I'm between a rock and a hard place because I've been in conversation with, um, you know, some of the members of the task force and I thought that it was evident that they really wanted to settle.

So it was just a bit of a surprise for me tonight to hear -- and I'm certainly listening --

COUNCILPERSON DAVIS: Uh-huh.

CHAIRPERSON BROOKS: -- and being sensitive to what -- what they're saying. But it's just a little bit surprising because now we're hearing that, well, they don't want to settle. And it seem like this was something that we were driven, Please let's settle. Let's get it behind us and move forward.

And now, you know, so how much do we get involved with matters between the -- the -- the --

COUNCILPERSON DAVIS: Yeah. That's between them.

CHAIRPERSON BROOKS: -- the -- the lawyer and the client?

COUNCILPERSON DAVIS: Right.

CHAIRPERSON BROOKS: I mean, our lawyers have been negotiating with DeGraffenreidt and we're here tonight really to, you know -- to act upon what the attorneys have agreed. You know, this could go on forever, going back to the attorney and the meeting with -- meeting with the task force. It's just a very difficult situation that we're in.

COUNCILPERSON DAVIS: Uh-huh.

CHAIRPERSON BROOKS: And I -- I really want to do what is right. So I'd just listen to all of my colleagues here and see what kind of --

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: -- consensus we can come to.

CHAIR PRO-TEM PARDO: Right. Mr. Thomas?

COUNCILPERSON THOMAS: Yes. Um, well, first, I understand what's been said here tonight. And technically, you know, I just don't, you know -- if it's attorney/client -- well, attorney/client, if you retain an attorney, um, you know, I don't think that we should be discussing it back and forth. We've heard their views on it. Um, and we should -- if -- if they don't want to do it, um, I've heard Miss Leonard, which I'm glad she did get up and say that they did give permission for this to be on the agenda. So I understand that part.

If they changed their mind, they have a right to change their minds. And if several members of the task force just got up and said, "Listen, we don't want this --" I heard one member of the task force say that -- that he would be willing to even file some type of order or whatever he wants to do to preserve the -- the right for -- for them to have this.

You know, I just think that, you know, moving forward at this point, you know, would -- would not be advisable. So I mean --

CHAIR PRO-TEM PARDO: Uh-huh.

COUNCILPERSON THOMAS: -- is it -- you know, if -- if you want to table it or let it fail or however you want to do it --

CHAIR PRO-TEM PARDO: Right.

COUNCILPERSON THOMAS: -- I just think at this point, you know, debating it back and forth is -- is probably going to be a moot issue.

CHAIR PRO-TEM PARDO: Correct. And if we table it, the -- we go to court next week and we don't have a meeting again till next month. So tabling it really isn't going to do anything. I suggest we either vote it up or vote it down. Okay? We -- everyone had their say.

MAYOR MASTERS: No, I --

CHAIR PRO-TEM PARDO: Madam Clerk?

MAYOR MASTERS: Madam Chair?

CHAIR PRO-TEM PARDO: I'm sorry. Mayor, you have something? And then we'll go to the vote.

MAYOR MASTERS: Yeah, Reverend Burrs, I need to ask you something, please. Reverend? Yes. This is easy for me because, um, lawyers know that things can change at any minute. You know, people go out and decide they -- they want a new lawyer or they decide they don't want that motion. They decide to settle or unsettle. Change -- things happen in -- in -- in a legal thing that can change any minute.

My question is for you. As the president of the task force, are you saying that the attorney that did the agreement no longer represents the task force?

REVEREND BURRS: No, I didn't say that.

MAYOR MASTERS: Well, that's what I'm asking.

REVEREND BURRS: No. What -- what -- didn't -- I didn't finish my three minutes before, but my comments is this, I'm not -- the price that Mr. DeGraffenreidt wanted --

CITY CLERK WARD: Reverend Burrs?

REVEREND BURRS: -- that he had as -- as Miss Leonard pointed out --

CITY CLERK WARD: Reverend Burrs, we can't hear you.

REVEREND BURRS: Okay. As the -- as the -- the comments that Miss Warrie Leonard pointed out, Andy has represented this organization well. My only concern was that when I read the document, some of the contents of the document that I don't agree with. Not the whole settlement. There's some contents in the agreement that I don't agree with.

MAYOR MASTERS: So my --

REVEREND BURRS: we -- and somebody come in saying that who was -- we wasn't wrong.

MAYOR MASTERS: Right.

REVEREND BURRS: This -- this -- this agreement sounded like we was wrong. And we're not.

MAYOR MASTERS: So let me ask you. Let me ask you this.

REVEREND BURRS: We did -- we did --

MAYOR MASTERS: I'm sorry.

REVEREND BURRS: -- we did discuss with the -- with the -- with the attorney sometime ago, 'cause the City Manager was trying to get a settlement. But they wouldn't listen to us at that particular time. They listened to us at this particular time we wouldn't be standing here now.

MAYOR MASTERS: Well, as you know, you have a very good attorney who I -- who I have much respect for. But this is what I need to get in my mind. As the president of the task force, are you asking this council to vote this down and throw it out and see you in court?

REVEREND BURRS: If that's what they decide to do. But my thing is if they want to look at this in content and change some of the words of this content, I would agree with that, really. But I don't agree with all the contents of this agreement.

MAYOR MASTERS: So you're -- so you're against the settlement?

REVEREND BURRS: Yes and no. If you understand what I'm trying to say.

MAYOR MASTERS: Okay.

COUNCILPERSON DAVIS: Madam Chair, I withdraw my motion.

MAYOR MASTERS: Hold on. Hold on. Hold on. Hold on. I'm speaking.

REVEREND BURRS: I'm -- I'm making it clear that there's some contents in the agreement that I don't agree with. It's not I disagree with all the -- the settlements. There's some contents in this settlement that I don't agree with.

MAYOR MASTERS: Okay. Okay. I understand. I get it. Madam Chair, I --

REVEREND BURRS: That's all, if I'm --

MAYOR MASTERS: -- I, um -- I feel because it -- it is -- the members and the president have some reservations and some thoughts about some things that they don't agree with, I would ask the -- the council to vote it down.

REVEREND BURRS: Thank you.

COUNCILPERSON DAVIS: Madam Chair, I withdraw my motion.

CHAIR PRO-TEM PARDO: Okay.

CHAIRPERSON BROOKS: And I withdraw my second.

CHAIR PRO-TEM PARDO: Okay. That's fine. No new motions on the floor? Okay. This motion failed. We will move on. Um, at this time -- what time do we do Public Comments?

CHAIRPERSON BROOKS: Public Comments now.

COUNCILPERSON DAVIS: Now.

CHAIR PRO-TEM PARDO: All right. We will start --

CHAIRPERSON BROOKS: Yeah.

CHAIR PRO-TEM PARDO: -- Public Comment and I will give the gavel back to Miss Brooks.

CHAIRPERSON BROOKS: Thank you.

CHAIR PRO-TEM PARDO: Thank you.

CHAIRPERSON BROOKS: Okay. All right. We will begin now with our Public Comments section. And each person is allowed three minutes. The first person to come up is Richard Wester. Please let's have it quiet. If you need to make conversation, might need to go outside the chambers. Richard Wester and after Wester --

RICHARD WESTER: Okay. On the way.

CHAIRPERSON BROOKS: Okay, honey. I see you -- Reverend Burrs.

RICHARD WESTER: Good evening.

COUNCILPERSON DAVIS: Good evening.

RICHARD WESTER: Richard Wester, 331 W. 23rd Street, Riviera Beach. I was born and raised in this town when it was majority white. I served through -- this community well, grew up here in the '40s, '50s and '60s.

I had to wait until I came to this city, retire, for a city councilman to call me a nigger. I was born -- I was -- been here 67 years. Came to this city. Not -- not one white person in the history of this town ever called me a nigger. Never. And a city councilman here wants to be our mayor called me a nigger. I was appalled when that happened.

Mayor Masters was standing right there next to me when Councilman Shelby Lowe called me a nigger. Mayor looked around and the other young lady there -- I can't think of her name, but she was standing there, too. And she told me, said, "Chief, don't say nothing." And I didn't. And he walked off, said, "Niggers like you, why we don't have nothing today. It ain't nothing but a bunch of nigger shit." Now, I'm telling you what --

CHAIRPERSON BROOKS: Watch the profanity.

RICHARD WESTER: -- listen, I'm telling you what Lowe told me. So don't try to shut me up. And don't raise your hands at me. 'Cause nobody raised their hand at him. I'm just letting the taxpayers and you all know what was said out there. And if you think I'm lying, catch the Mayor in the corner and ask him. He'll tell you. I know why he don't want to tell you, 'cause he's running against him.

And then he had the young man come up and tell him, "Have some shirts printed up, say Nigger Please." And that was, uh -- running for City Council -- Terence Davis. That's what he told him. "Have some shirts printed up with Nigger Please on it." Now, that's what this city council has come to. I done sent about as -- as many e-mails I can -- can send out. I'm going to send some to the White House and the governors next about Councilman Shelby Lowe and what his comments were to me. Thank you.

CHAIRPERSON BROOKS: Okay, Mr. Wester. We're really sorry that you were offended. Reverend Burrs. And after Reverend Burrs we have Fane Lozman. Is Reverend Burrs -- okay. Fane Lozman.

MAYOR MASTERS: I think I heard him.

CHAIRPERSON BROOKS: If he comes in I'll -- I'll call him back.

COUNCILPERSON LOWE: (Inaudible) tape showing out here.

CHAIRPERSON BROOKS: (Inaudible). It goes from bad to worse.

FANE LOZMAN: Fane Lozman. It's important that this council understand what's fact and what's fiction.

CHAIRPERSON BROOKS: Wester, please. Let's respect the process.

FANE LOZMAN: What's fact --

RICHARD WESTER: You don't know me. You don't know nothing about me.

CHAIRPERSON BROOKS: Officer?

FANE LOZMAN: I'd like 10 seconds added to my time.

RICHARD WESTER: (Inaudible).

CHAIRPERSON BROOKS: Just a minute, Mr. Lowe [sic]. I'll give you your three minutes. Let's set the time back so Mr. Lozman has his three minutes. Okay. Okay, Mr. Lozman.

FANE LOZMAN: It's important for the people of Riviera Beach and for the elected officials to understand what's fact and what's fiction. Now, some of that facts you're aware of and some of the fiction has filtered down through your in-house lawyer and lawyers that the City has hired. April 1st, 2009, I gave a rent check to the City for my slip rental at the marina. On April 1st, 2009, the City turned my electricity off. They broke the law and conducted a self-help eviction.

April 17th, the City sent my rent check back to me. On April 17th, Judge Peter Evans gave a court order to the City to turn my electric back on. The City did not comply. The City instead went April 20th to a federal judge and said, "Oh, Fane hasn't paid his electricity -- hasn't paid his slip rental." We have a maritime lien on a floating home, which the City had already argued in a state eviction case that came under landlord/tenant law. The judge signed the writ of arrest.

When we went to a hearing a few days later and the judge realized that a fast one had been pulled on him, he was this close to saying, "Take that back to state court." But he said, "Well, you know, I want to send it back," but he was, like, that close saying, "Let's -- I -- I can't make that decision at this hearing. We're going to have to have some briefing." And he thought there's no way the City would brief this case through the district court process.

Well, they did. And I briefed it, also. And the judge and I, we didn't really get along so it wasn't a surprise that 10 months later I lost that case. After I lost I said, "I will put up the maritime lien. Give me my home back." The City said no. They fought that. I went to the appellate court and said, "Give me my home back." The City fought that. I lost that. And here is a critical point for you all to understand.

A credit bid. The Court says, you know, "You've kept -- you spent all this money on storage costs and towing costs. I'm going to give you that credit if you want to go to the auction to buy Mr. Lozman's home. You don't have to go to the auction but if you want to buy it, you can." The City went to the auction. Somebody here made a decision to go to the auction and outbid the public that attended.

I did not register to bid. Okay? A member of the public went there and bid $4,000. He wanted this home for his family and his children. The City's outside council from Tampa bid $4,100, so therefore, the City forewent the $4,000 so that they could have the

vindictive pleasure of destroying my home for $6,900. Okay? Therefore, I was damaged. I didn't have my home anymore.

I had the legal right to appeal this to the 11th Circuit Court of Appeals, which I did. Ultimately it went to the U.S. Supreme Court. I won. Now, I have to be made whole because of the malice and bad faith that occurred here. My attorney's fees per case law are going to have to be paid back to me and an evaluation of my home is going to have to come back. So remember what the whole credit bid process is about.

CHAIRPERSON BROOKS: Can you kind of wind it up 'cause your time is up. Okay, Mr. Lozman. Thank you. Um, did Reverend Burrs come back into the chambers?

AUDIENCE: He said forget about it.

CHAIRPERSON BROOKS: Okay. All right. Mike Mahoney? And following that will be Emma Brown.

MIKE MAHONEY: Good evening, Council. Mike Mahoney. 2120 -- 2120 Broadway.

CHAIR PRO-TEM PARDO: Evening.

MIKE MAHONEY: I didn't know the City hired another attorney, Mr. Gerolan [phonetic], on these matters. I -- I guess we need it 'cause the attorney we got can't do the job, apparently. I -- I think you'd be better off hiring a firm that could do it, do the total package. But that's not why I came up here.

You guys remember me coming in here many times talking about the street lights on U.S. 1. I finally found out what the issue was today because of myself. I can't credit any of you guys for doing anything unless one of you guys want to speak up in your defense. My council member Judy Davis -- you know, I was hoping as my council member, she would have taken this and ran with it. But just for the record, I called FP&L in the last month three times and had a case number.

I called back yesterday and was bitching at them on the phone, demanding an investigation on why these lights are going out so frequently. I live in North Palm Beach. Those lights never go off in North Palm Beach. You guys are being treated -- I don't know, as second class, or the equipment in this City is crappy or whatever the deal is, but as is -- as a business owner, when you've gotta go outside your business three times in a month, you know, for a week at a time, that's unacceptable.

So anyways, the FP&L guy came out there today and found out what the problem was. But it wouldn't have happened if I don't do my diligence. So I'm asking somebody up there to do something. You know, and this is just another example why this City's getting in all these problems. It's a little incident like this. Somebody should have taken it and done their work like I did.

Simple phone calls demanding somebody to come out and investigate the problem and the problem was resolved. So at -- the same things going on with the attorneys and

everything else in this city, what I can see. These issues with Fane Lozman, with myself, with the task force, should never be going this far 'cause the taxpayers are wasting hundreds of thousands of dollars, probably millions by the time this is over with. So I think you guys need to consider your -- your Legal that you have working for you 'cause -- and your city council members, that you guys need to do your job and keep people like me and other people from coming up here and reminding you of that. It's a simple solution. But you guys aren't resolving the issues. You're just letting the courts do it. And that's not fair for the taxpayers.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis?

COUNCILPERSON DAVIS: Just a quick comment. Um, I am the representative for the area in which Mr. Mahoney speaks of. I have called FP&L, contacted FP&L. And just because it doesn't get done right away does not mean that the issue is being worked on. And it just so happened that maybe when you made the phone call, you know, they were ready to come out and fix the problem.

So, you know, I -- if I tell you that I've made the call, it's not going to make any difference to you, Mr. Mahoney because --

MIKE MAHONEY: That's not what (Inaudible).

COUNCILPERSON DAVIS: -- I'm -- I'm -- I don't need you to come up and talk.

CHAIRPERSON BROOKS: Mr. Mahoney?

MIKE MAHONEY: (Inaudible).

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON DAVIS: Because whatever I say makes no difference to you. So, you know, the -- the issue was taken care of a long time ago.

CHAIRPERSON BROOKS: Okay. We next have three persons who wish to come and speak. Emma Brown, Ida Irving and Madeline Irving.

MAYOR MASTERS: Madam -- Madam Chair, while they're coming, I think the process, if there's a problem with a resident, FPL, street lights, I think they're supposed to be directed to the manager. Council people will -- you know, we just do policy but the city manager is responsible for the day-to-day operation of the city. So for those residents out there who have those problems, in the future, it should be directed to the manager's office. Thank you.

CHAIRPERSON BROOKS: Thank you for that comment, Mayor. All right. So you all want to --

EMMA BROWN: Uh, good evening.

CHAIR PRO-TEM PARDO: Good evening.

EMMA BROWN: My name is Emma Brown, 1647 W. Ninth Street, Riviera Beach, and I'm here with a few of my other neighbors, residents of Ninth Street. And we're all here because on January the 25th, we received certified letters from -- from Ranger Construction Industries from a project manager by the name of Tony Grout [phonetic] reference State Road 710/Beeline Highway/Martin Luther King Boulevard, same street.

The letter informed us that our fences falls within the FDOT right-of-way and is in conflict with the -- the proposed improvements in the area and that we must make arrangements to have the fence removed prior to February the 6th, 2013, today, or they will be removed by them.

I don't understand this because prior to us having fences placed around our house, we had to come to City Hall to get permits.

CHAIRPERSON BROOKS: Uh-huh.

EMMA BROWN: So for them to say that we are in conflict with FDOT, that we're on their property, we don't understand that. We all have permits to have our fences in our back yards. And not only that, prior to them building this road in the back of our houses, at one point there were new houses all built in the back of our houses. But I think maybe due to the eminent domain, those houses were destroyed. And I don't know if that time land was sold to FDOT but now they're telling us that part of our land belongs to them. And they're going to remove our fences and take another five foot of our land for easement.

CHAIRPERSON BROOKS: Miss Brown, um, who -- who's the person who signed that letter?

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Who sent that letter to you, Miss Brown?

COUNCILPERSON THOMAS: Madam --

EMMA BROWN: Uh, Tony Grout.

COUNCILPERSON THOMAS: -- Madam Chair?

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON THOMAS: Let me add some clarity to that.

EMMA BROWN: Project Manager Tony Grout.

CHAIRPERSON BROOKS: Hold on just one minute. Okay. Sir, I'll give it to you

'cause that's in your district.

EMMA BROWN: Huh?

CHAIRPERSON BROOKS: Miss -- okay. Mr. --

COUNCILPERSON THOMAS: Let me -- let me -- let me, um -- let me just add some --

CHAIRPERSON BROOKS: -- Councilman Thomas will comment here.

COUNCILPERSON THOMAS: -- clarity. I received that same letter that was sent by Ranger Construction. I immediately contacted Miss Ryan and Miss McKinney.

AUDIENCE: (Inaudible) speak up.

COUNCILPERSON THOMAS: I'm sorry. I'm definitely trying to --

CHAIRPERSON BROOKS: Is his microphone working? It's --

COUNCILPERSON THOMAS: -- it -- it must not -- my mike --

UNIDENTIFIED SPEAKER: (Inaudible).

CHAIR PRO-TEM PARDO: Everything's low tonight.

CHAIRPERSON BROOKS: Everything here -- the volume is very low on all of these mikes.

COUNCILPERSON THOMAS: Testing. Testing, testing.

MAYOR MASTERS: We're about to get a whole new system (Inaudible). Things are falling apart.

COUNCILPERSON THOMAS: I received that same -- yeah, I'm pushing all the way off. I received that same letter and I, too, was -- I was a little bit bothered by it 'cause I don't actually -- and we'll give you another minute if you need the time.

CHAIRPERSON BROOKS: Oh, yeah. There's three of them so they're entitled to nine.

COUNCILPERSON THOMAS: Because I -- I received that letter and I don't have a fence in the back of my -- my yard.

EMMA BROWN: Yeah. I'm aware of that.

COUNCILPERSON THOMAS: So you know, I -- I told the attorney that I thought that this might be something generic. There are a chain of correspondences that have been going back and forth between our Community Development, our attorney and Ranger Construction. I don't exactly know about the additional five feet or a letter that you may have received about the additional five feet.

EMMA BROWN: Yeah. We received these schematics. I'm pretty good with schematics thanks to IBM 'cause I had to do some work in there. These schematics here show where --

COUNCILPERSON THOMAS: I -- okay. I just wanna -- I just wanna just finish telling you where we are with the --

EMMA BROWN: Okay.

COUNCILPERSON THOMAS: -- with that process. The right-of-way that they're claiming that they have, I have -- we have no way to say whether they do or not. If you have a deed that says it's your property, then it's your particular property. Um, I'm not sure that their assessment is correct. We did discuss about the fence. If the fence is in their right-of-way, then they have the right to utilize or to -- to -- to have that removed.

It's no way that we would know unless you have a deed that says that you're in the right-of-way and that's something that has to be addressed individually. The people who fence will be taken, they will replace the fence after they're finished with whatever part of that right-of-way that they're using. It will be a --

UNIDENTIFIED SPEAKER: (Inaudible).

COUNCILPERSON THOMAS: -- right. And I'm getting to that part, as well. I know that some individuals have wood fences and I've asked about that. They're saying that the Ranger Construction -- is Miss McKinney here?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: I'm right here.

COUNCILPERSON THOMAS: Would you just step aside just one minute? Let me just make sure because it's a -- it's a lot of individuals. They're -- they're saying that it's going to be a -- a regular chain-link fence that they're going to put back and I don't know what -- what correspondence that the residents can have to give. So if you can shed a little bit more light on what we've been working on with that, it would be helpful.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: I've spoken to the Ranger Construction representative and I've attempted to speak -- speak to the D.O.T. project manager but he's been on vacation. He won't be back until, I believe, Monday.

I told them that we need -- if they -- D.O.T. plans to replace the fences that are on their right-of-way and they have surveys. So if you have a survey that contradicts theirs, I -- it -- it would be --

EMMA BROWN: I have a deed to the house and also have --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Okay. Right. Well --

EMMA BROWN: -- my permits.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: I'll get your name after this and we'll --

EMMA BROWN: (Inaudible).

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: -- I'll be able to contact you and I'll set up a meeting with them.

EMMA BROWN: What is your -- what is -- what is your --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: I'll get their name and I'll set up a meeting with them in my office.

EMMA BROWN: What is your responsibility? I mean, what is your --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: I work for the City of Riviera Beach and I've been trying to find the information that's been going back and forth between the Ranger Construction and the residents.

And right now D.O.T. is saying that they're going to replace the fences with a chain-link -- vinyl-clad chain-link fence along their -- their property, their right-of-way line with the private property line. One of the things that I had asked for and -- because the project manager's not available right now -- is that at the very minimum they put vegetation along the chain-link fence to act as a screen between the residents and any of the public right-of-way.

COUNCILPERSON THOMAS: Right. Miss -- Miss McKinney, what I -- I -- because what I'm believing that most of the residents are having -- and I want to know what the City can do in this case and maybe it should be addressed toward Miss Ryan, as well. If they -- if the residents believe that they put your fence on their own property --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right.

COUNCILPERSON THOMAS: -- then it's not a right-of-way issue unless they pay the resident to take whatever property that they're now claiming that's right-of-way. And you know, I'm not sure that everyone in that area is allowed or -- or has the financial capacity to retain their own attorney to fight that issue. What I want to know, is there something that we can do to immediately get some clarity there as just a city saying, Wait a minute.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. Uh-huh.

COUNCILPERSON THOMAS: Don't just come in here thinking that you're going to take something. We need to, you know -- so is there -- and I don't know if Miss Ryan needs to answer that or you, but immediately what needs to happen is we need to be able to say, Look, we don't -- we -- we disagree with what you're saying and we want to make sure that we're allowed to at least see the surveys.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right.

COUNCILPERSON THOMAS: At least let your department or somebody in the City verify that their surveys match with the surveys that --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Okay.

COUNCILPERSON THOMAS: -- the homeowners have. So I -- I mean, that's what I'm interested in, as well as the -- the fence being replaced. But that is what I'm really interested in.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Okay. We'll contact the Ranger Construction first thing in the morning and tell them, "Do not take any action whatsoever until we verify that your surveys are correct."

COUNCILPERSON THOMAS: I think that that will be fine. Will that work for you, ma'am?

EMMA BROWN: Okay. Even with them taking the fences, okay, we do know that State Road 710/Beeline Highway/Martin Luther King, whatever you wanna call it, has one of the most busiest trucks roads in Riviera Beach. So for them to even take our fences down and tell us that they're going to replace them with a chain-link fence, you're bringing a road now almost 10 to -- well, I won't say -- but 15 to 20 foot close -- feet closer to my bedroom.

And to replace it with a chain-link fence now that you're widening this road and bringing it that much closer to my bedroom, my back door, I can't see a -- a -- a chain-link fence stopping a semi tractor-trailer truck. It needs to be a concrete wall put up there.

COUNCILPERSON THOMAS: I -- I do understand your concern, ma'am. And we're going to talk with them again, definitely in light of this fence issue, and see what we can do with that. Your fence will not be removed at this point because we're going to -- to have that worked on. And we've been working on it before tonight. I'm just trying to give you some of the play-by-play of what's been going on.

As far as the design of the road, the design plans have been, you know, going on for a while. And they've already started construction. Can a concrete wall be put in? That's not a question that I can answer. Can it? Yes, I'm sure it could. Will it?

EMMA BROWN: (Inaudible) --

COUNCILPERSON THOMAS: I'm -- I can't answer that at this time. That'll be something that we will have to --

EMMA BROWN: -- we were told --

COUNCILPERSON THOMAS: -- try and ask D.O.T. about.

EMMA BROWN: -- that a concrete wall was going to be placed years before they started this construction. And now and the construction has started, they've put new FP&L cement poles up, and now there's a problem with them putting up a concrete wall. Walls are up all around Riviera Beach.

CHAIRPERSON BROOKS: Uh-huh.

EMMA BROWN: And they don't live in a danger area. Congress, walls all up everywhere on Congress. Martin Luther King, walls are -- I mean, not Martin Luther King but Military Trail. Everywhere you go, these developers come in here and build these projects.

CHAIRPERSON BROOKS: Uh-huh.

EMMA BROWN: Walls are up. They don't live in the danger area that we live in with truck road behind us. We need a wall.

CHAIRPERSON BROOKS: And --

COUNCILPERSON THOMAS: I do understand that, Madam Chair, and you can -- you know, I just want to give them their last minutes.

CHAIRPERSON BROOKS: Okay. All right. Okay.

COUNCILPERSON THOMAS: I just wanted to, uh, make sure that they knew where we were --

CHAIRPERSON BROOKS: I got it. Okay. All right.

COUNCILPERSON THOMAS: -- with it.

CHAIRPERSON BROOKS: Okay.

EMMA BROWN: And then they were supposed to start as of today taking the fences up, as of the 6th. So --

MAYOR MASTERS: Well, that's not going to happen now.

EMMA BROWN: -- more than likely tomorrow they're supposed to (Inaudible).

CHAIRPERSON BROOKS: Well, you know, you've got a safety issue here, too, and security issue. And that's -- and that's a very, very serious concern. You're just right across the street from a neighborhood --

EMMA BROWN: Yeah, it is a safety issue. (Inaudible).

CHAIRPERSON BROOKS: -- where shootings and all kind of criminal activity going on.

EMMA BROWN: (Inaudible).

CHAIRPERSON BROOKS: And I think that as a council or whomever, we need to really push for even the -- what do you call, the soundproof wall?

EMMA BROWN: Yes. It's a barrier.

CHAIRPERSON BROOKS: They have it along these other --

EMMA BROWN: It's a noise barrier, a concrete wall.

CHAIRPERSON BROOKS: -- gated neighborhoods.

EMMA BROWN: Yes.

CHAIRPERSON BROOKS: Why can't we have a soundproof -- the trucks are going to be making a lot of noise. We can at least go to bat for it.

UNIDENTIFIED SPEAKER: Thank you.

EMMA BROWN: Well, when I (Inaudible) yesterday --

CHAIRPERSON BROOKS: And if they say no -- but at least we're going to bat for our citizens. And I -- and we're behind you.

EMMA BROWN: Yeah.

CHAIRPERSON BROOKS: We're behind you. We just need to go for it.

EMMA BROWN: I'm gonna talk with, uh, I think Terrence Bailey on Monday and he called Tony Grout. And Tony Grout told him he's really only working for FDOT. He didn't put this contract in place, Tony Grout.

CHAIRPERSON BROOKS: Uh-huh.

EMMA BROWN: So he gave me the name of the FDD -- FDOT person.

CHAIRPERSON BROOKS: FDOT? Uh-huh.

EMMA BROWN: Okay? So -- but I'm still being told that it's too costly to put a concrete wall up. It's too costly to protect these residents who have been here over 40 years?

CHAIRPERSON BROOKS: That's right.

MAYOR MASTERS: And they should be respected.

EMMA BROWN: No. I don't think so.

CHAIRPERSON BROOKS: Well, we should go for it. We should still be very strong,

uh, in our resolve for it. Let's go on record for it. Let us write to all of our legislators. Let's write to everybody that we can, citizens, all of us, and push for this.

EMMA BROWN: Yeah, because they're widening this road for more traffic.

CHAIRPERSON BROOKS: Absolutely.

UNIDENTIFIED SPEAKER: Yes. Yes.

CHAIRPERSON BROOKS: And Tropical Shipping is expanding. Rinker, Sysco. This is just truck road.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: I know. Yes, Miss Davis?

MAYOR MASTERS: Madam Chair, I had --

COUNCILPERSON DAVIS: Oh, Mr. Mayor responded first.

MAYOR MASTERS: I was first.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: Thank you. Let me just say this. What's -- what's your name, again?

EMMA BROWN: Emma Brown.

MAYOR MASTERS: Miss Brown, I don't care what FDOT wants. It's what the people want that -- that live there, you know?

EMMA BROWN: That's right.

MAYOR MASTERS: And I think that you -- you -- you have heard from the Chair and also distinguished Councilman Thomas, as well. But as the Mayor, I'm going to be on your side.

EMMA BROWN: I already know you're --

MAYOR MASTERS: And I'm going to advocate and I'm going to fight.

EMMA BROWN: Hallejulah.

MAYOR MASTERS: And we're all going to fight in -- in our own ways. But -- so what they -- what they're saying, you know, that's what they're saying. But they don't live there. And -- and --

EMMA BROWN: See, and --

MAYOR MASTERS: -- hold on. And --

EMMA BROWN: -- (Inaudible) I knew that they knew about this project before two weeks ago.

MAYOR MASTERS: Yeah.

EMMA BROWN: We just got a notice two weeks ago.

MAYOR MASTERS: And let me just say this. From what I'm hearing is that, you know, some disrespect here, you know, of the people --

EMMA BROWN: A great deal of disrespect.

CHAIRPERSON BROOKS: Uh-huh.

MAYOR MASTERS: -- the people that live there. And I'm not -- I'm not gonna stand for that. I'm gonna fight with you.

EMMA BROWN: Thank you.

MAYOR MASTERS: Not on the side of you.

EMMA BROWN: Thank you. Hallejulah. We appreciate it.

MAYOR MASTERS: So when you're ready to fight let -- when you're ready to fight let me know. We're gonna fight for the right thing.

EMMA BROWN: We're ready.

MAYOR MASTERS: That's where I am.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: And the entire council is behind you. We all are fighting for you.

EMMA BROWN: All right. All right. Thank you.

UNIDENTIFIED SPEAKER: Thank you.

CHAIRPERSON BROOKS: We all are fighting for you. Yes, Miss Davis? You wanted to say something?

COUNCILPERSON DAVIS: Uh, yes, ma'am. I just wanted to say that you are absolutely correct. The wall was in the plan. I don't know exactly when it was removed from the plan, but what we were -- what we were told by FDOT is that the residents wanted it removed. Now, I don't know who -- who all it was.

EMMA BROWN: No.

UNIDENTIFIED SPEAKER: No.

EMMA BROWN: No.

COUNCILPERSON DAVIS: Okay. But that's what they told us. And as recently as -- let's see. What is this? February? I think it was our -- our January meeting at the MPO, uh, Secretary Wolfe was -- he attended that meeting, as well as Senator Clemens and I made comments as it relates to that wall. Because, you know, even if the residents chose to do it, decided they didn't want a wall, knowing the number of trucks, semi tractor-trailers, heavy-duty trucks coming through that area and some of them are very close to residents' --

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON DAVIS: -- homes, why in the world would FDOT take the fence -- the -- the wall away? And -- and that was my question to Secretary Wolfe. The only person who spoke up in favor of my comments to Secretary Wolfe was, you know -- yeah, let me just back up. The economy changed. You know, and the council changed. There were -- there were many changes during that period of time from '06 to 2011 when we learned that the wall was -- was removed. There were a lot of changes. But still, FDOT in their professional capacity, why in the world would they even consider taking the wall out knowing how close the trucks were going to --

EMMA BROWN: Exactly.

COUNCILPERSON DAVIS: -- no, no. How -- how close the trucks were to people's homes. So the only person at the MPO who spoke up in my favor of my comments to Secretary Wolfe was Commissioner Paulette Burdick. So, you know, at this point, I mean, if what FDOT says is true -- I don't know but this is what they said -- you know, my only concern is I just want to know what people want. I mean, and -- and as far as -- let me just tell you about the encroachment.

The same thing happened with the -- the cemetery.

CHAIRPERSON BROOKS: Uh-huh. Uh-huh.

COUNCILPERSON DAVIS: You remember? There was that issue. The cemetery -- a lot of times, yeah, you'll come to the City and get the permit, but you don't get the survey of -- that defines what your property lines are. And you just put up the fence of what you think it is. Um, so, you know, it's what happened with the cemetery. The cemetery went ahead and put their wrought-iron fence up and they were encroaching on the County's right-of-way. So that's why we went through that whole process and the County just gave the land to the cemetery.

Okay? Because that land was theirs to give. But in this case, this land does not belong to the City; it belongs to FDOT. So that's where the -- the problem lies. Um, but, you

know, I'm -- I'm behind you in -- in -- in this case, because if I were living there, I wouldn't want the trucks that -- coming that close to my home. So, you know, if, Madam Chair, you need to write a letter, or Mr. Lowe -- I mean, I'm sorry, Mr. Thomas, you know, I'll stand behind you and see how --

COUNCILPERSON THOMAS: Well --

CHAIRPERSON BROOKS: Miss -- Miss Brown -- let me just make a suggestion, Miss Brown, so that there will not be any confusion as we're going forward with this. That FDOT will say, Well, we're getting a difference here of what the residents want. Get a petition. Get people to sign, say --

COUNCILPERSON DAVIS: Absolutely.

CHAIRPERSON BROOKS: -- This is what we want. There's strength in that.

UNIDENTIFIED SPEAKER: Yes.

EMMA BROWN: Absolutely.

CHAIRPERSON BROOKS: Then we can take that and said, Okay. The persons who are affected by this, we have their signatures. This is what they want. Please do that.

COUNCILPERSON DAVIS: And do a -- do a draft -- a form letter.

COUNCILPERSON THOMAS: Well, Madam -- Madam -- Madam Chair?

UNIDENTIFIED SPEAKER: (Inaudible).

CHAIRPERSON BROOKS: Okay. Mr. -- okay. Let her finish. Okay.

COUNCILPERSON DAVIS: No.

CHAIRPERSON BROOKS: Okay.

CITY CLERK WARD: Madam Chair?

CHAIRPERSON BROOKS: Madam --

CITY CLERK WARD: Madam Chair?

CHAIRPERSON BROOKS: Yes?

CITY CLERK WARD: May I remind you all that you are in the Public Comments mode that was scheduled to begin at 7 p.m. and you have quite a few Public Comment cards.

CHAIRPERSON BROOKS: How many more do we have? Oh, yes, we do.

CITY CLERK WARD: You have quite a few Public Comment cards.

CHAIRPERSON BROOKS: Yes, let's move forward.

CITY CLERK WARD: So perhaps the elected officials may respond during their time of --

CHAIRPERSON BROOKS: Of Comments.

CITY CLERK WARD: -- Mayor and Council Comments.

CHAIRPERSON BROOKS: Thank you. All right. Let's --

COUNCILPERSON THOMAS: Madam Chair, I do want to just --

CITY CLERK WARD: Thank you.

CHAIRPERSON BROOKS: Yes. Yes. Yes. Yes.

COUNCILPERSON THOMAS: -- add one point to that.

CHAIRPERSON BROOKS: Yes.

COUNCILPERSON THOMAS: There will be access land that will be deeded to the City. So the City can make a point to address that once they're finished with the road, of about 40 extra feet will be deeded to the City so the City can then -- then deed that on to the -- the property owners that stay there or they can, you know, surplus it out or however they want to do it. So I just want to, you know, put that, you know, comment out to let everyone know that it would be extra land that's going to be deeded to the City. They've already said that approximately 40 feet in the rear of the -- the homes. So it's a lot that can be done with it.

CHAIRPERSON BROOKS: Next, Ron Leonard followed with Kelly Morrison.

RON LEONARD: Good -- good evening, Ron Leonard, 2501 Avenue H East. It's been a long day for me. Uh, let me give you an update on Dr. Umar Johnson who came to town a couple of weeks ago. I want to thank Mr. Daniel Jones, Miss Ruth Jones and the other persons who gave to allow Dr. Johnson to come. And I want to give a word out to my Commissioner Shelby Lowe.

One of the things that Dr. Johnson instilled in the teachers that we trained -- over 15 teachers that night -- of who -- were quite concerned on how to bridge the gap with African-Americans as well as bridge the gap between the cultural divide.

One of the things he made very important, that we need more after-school programs. And I want to commend Commissioner Lowe for instilling his Chess Program.

That's a very -- very indicative program. It will bring higher learning. It will allow -- and I -- I have -- allowed -- I've asked the district to give your teachers training and give them in-service points. They will get the points, sir. I clarified that today. He will -- they will

get the points on -- upon their training and signing on the form.

But this is what we need in the area. We need more after-school programs. And I commend you for that effort, sir. And I will -- the Black Caucus will help you implement your program.

Secondly, I want to talk about what I'd like for the council to do for me. Someone's always saying I'm begging. Yes, I am. I will beg for kids till I die and I hope that's 'cause I believe in students. I taught school for 38 years, have an excellent record in that. And I believe that we need to work for our young people.

I have -- I had some young people that come to Dr. Umar's training, and there were 50 of them. I'm going to take them to the school board and I want them to hear what they told us that night in the meeting. Many of them from various schools, from Palm Springs. Came from way -- from Palm Springs. And they're quite concerned about the district. And I want the district to hear what these young people have to say about how they feel about the district.

We're going to arrange that. And they came. They poured their hearts out to us. And he was very frank, very candid with them. Those young people expressed how they felt about some of us, what's going on in the city. They said that we're concerned about adults being safe. What about our young people? They mentioned that. So I want to continue to work till I get this thing resolved to where I want it resolved, and I ask the council -- thank you. Many of you have received my phone calls.

And last I want to mention he is coming back in May to do -- and I also want to thank Miss Cobb. He's coming back in May to do another training. I'm going to continue to train teachers who teach our children, who don't understand our children, who need to understand how to teach our children. It's not a thing you can do every day. I -- there's certain people who need to learn how to talk to our children, how to address them. You know, some things they can -- I can say to a child, they can't say. But anyway, we're going to work toward that end.

I also want to let you know -- I also want you -- those of you who know about the, um, Valley of Love Ministries on -- on -- on Broadway, 1901, I was there today. She needs help. A council person will go by there, she needs a lot of help. I'm going on a mission with them to Haiti, but then she needs a lot of help. About to have her lights turned off. But she feeds a lot of poor people in the city.

So please, if you have time, go by and let's not forget about Dan Calloway's banquet on the 8th. We'd recognize Mr. Danny Jones, and I'm sorry if I've offended anybody this week trying to do what he asked me to do, but the banquet is Friday night at Presbyterian Church. I still have tickets to sell. Thank you.

CHAIRPERSON BROOKS: Kelly Morrison.

MAYOR MASTERS: Madam Chair, while Kelly Morrison --

CHAIRPERSON BROOKS: And after that, David Cross.

MAYOR MASTERS: -- while she's coming, Mr. Leonard, the Black Caucus is also on record supporting the metal detectors in schools, as well, right? Just -- you can stand. Just say it.

RON LEONARD: Yes. We are.

MAYOR MASTERS: Okay. Thank you.

KELLY MORRISON: Good evening. I'm Kelly Morrison from the Mayor's Office of Veteran Affairs.

CHAIR PRO-TEM PARDO: Hi.

MAYOR MASTERS: Good evening.

KELLY MORRISON: I'm just giving you an update as to what we've gone through, what we've been doing. We have now been open since the 14th of December, a little over a month and a half. We've assisted 200 heroes and their families. We've assisted the (Inaudible), um, with ditty bags, blankets, sleepers, food coupons and hygiene products. We've been feeding the homeless. We've been assisting with both filing state and federal aid, and a lot of foot traffic has been coming in with basic inquiries. If I don't have the answer, give me 24 hours; they have their answer.

We've also done 400 hours in volunteer, whether it's going out and, you know, canvassing the areas -- we are now on board with Palm Beach County Food Bank and the Homeless Coalition of Palm Beach County. I want to give special thanks to the First Studio Arts Food Bank who has been opening their doors specifically for veterans on one day a week.

Also, the American Legion Post 268 over here in Avenue H, they have bent theirselves -- I'm -- I'm also a member, but they've bent over backwards to give us volunteers and time and some money to help the veterans that need a little bit of gas money when they have it. Also, VFW 4143 and VFW 9610.

One final note: I don't know if anyone is aware of it but we do have a veteran's place. It's called the Vet's Place. It's just opened. It's been open about six months. The executive, um, director is Mr. Bosley [phonetic]. It's 3501 N. Dixie Highway. And he came into my office on Thursday so we'll be working together with him. I'll help him and he'll help me. But there's a lot of things that we've done with our due diligence that we can actually help him more and I'm really proud of that.

Um, that's all -- that's all I have. But we're continuing to move forward and I look forward to continuing it. I -- I love doing it. It's awesome.

CHAIRPERSON BROOKS: Thank you so much for what you're doing. David Cross?

MAYOR MASTERS: And, Madam Chair --

CHAIRPERSON BROOKS: And after David Cross we have Dr. Angela Wynn.

MAYOR MASTERS: -- what -- what is noted, Madam Chair, is that Miss Morrison is a volunteer that works in -- in our office every -- almost every single day giving her service and her time for the veterans.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: And we're so appreciative.

CHAIRPERSON BROOKS: Let Mr. Cross -- go ahead on, Mr. Cross. We're trying to get out of here with these comment cards.

CITY CLERK WARD: Yes. (Inaudible).

DAVID CROSS: David Cross, 1030, uh, Sugar Sands. Hey, we made The Palm Beach Post, front page.

CHAIRPERSON BROOKS: Uh-huh.

DAVID CROSS: My gosh, what's going on here? Has there been a change? Good Lord. I was recently at a candidates' -- is this okay? I was recently at a candidates' meeting and one of the questions asked by the moderator was, What would you do as elected officials to improve the image of our city?

I felt that their responses were kind of inadequate and none of them addressed the question which really bothers me is why we get such poor coverage in the media. I'm going to specifically address The Palm Beach Post because that's our local paper. You know, what is wrong with our relationship with the Post? Now, people say to me, Well, the Post hates us. You know, they -- they won't do anything for Riviera Beach 'cause the circulation of the paper is not big enough.

I think that's absolute nonsense. Lake Park right next door to us on page 3 of the local paper, every day, pretty much, gets a little byline. Usually about the library or something relatively innocuous. But they're in there every day with something positive. Boynton Beach. I -- I -- I could go on with -- I'm sorry. I get sort of confused about this 'cause I get so angry.

What -- why aren't we building a relationship with the Post? You know, we've got a Public Information Officer full time. You know, I'd be taking these guys in the Post out to lunch or whatever you have to do. You know? Let -- there is no reason that the Post should be ignoring Riviera Beach and all the great things that are going on in Riviera Beach.

You know, no wonder we -- you know, our reputation if -- if you look at page 3, reports from Rose Anne Brown on, you know, this shooting and that stabbing and that -- that's

all that people will see. They see nothing of the great stuff that's going on here. This is a multi-million dollar, uh, Palm Beach County project. Huge. The day after the -- the ceremonial opening, there was nothing. Absolutely nothing. I don't even know if the Post was invited. I'm going to just switch gears for a second 'cause I can see my time is running out.

Wikipedia. If you go on to Wikipedia and you look up Riviera Beach, here's what it -- here's what it says, "Riviera Beach is a predominantly American -- African-American city. It is on the list of U.S. cities with African-American majority populations," yada, yada. "Is the home of the Port of --" yada, yada. "The City consistently has crime rates well in excess of United States average and is also notable for its high levels of poverty."

You have somebody interested to coming in Riviera Beach, and you read that in Wikipedia, Wikipedia can be changed. I told Jiles the day he came in here, We need to change this. You know, you can go to Wikipedia and get this stuff out of it.

CHAIRPERSON BROOKS: Okay. Thank you.

DAVID CROSS: What sort of a position does that give us with people that want to come and set up businesses and live here? Thank you very much.

CHAIRPERSON BROOKS: Okay. Next? Thank you, Mr. Cross. Was there a response, Miss Jones?

CITY MANAGER JONES: Not a response but just to highlight that, um, we have been working with The Palm Beach Post, but any of you that know journalism know that you're taught, If it bleeds it leads. That's journalism. That sells newspapers. They teach you that in journalism school. You want a story that bleeds, that's what -- leads, that's what sells papers.

And we will continue to work with the Post. But rather than the Post, I think it's better that we have had coverage on all three news channels about the marina and the things that are taking place. And due to the fact that the distribution and the circulation of the Post is decreasing due to Internet and everything else, we have decided that one of the other areas to concentrate on is the television stations.

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: So we're trying to keep a balance as it relates to information about the City of Riviera Beach in the Post, but also on your major television channels.

COUNCILPERSON DAVIS: Have we also contacted Google about, you know, what comes up?

CITY MANAGER JONES: Well, what we have done -- there's two things. First of all, let me talk about the Wikipedia. We have gone in and changed it and they've gone and changed it back.

COUNCILPERSON DAVIS: Yeah.

CITY MANAGER JONES: The company that works with us to do that is called Reputation.com. They watch Riviera Beach every day.

CHAIRPERSON BROOKS: Hmm.

AUDIENCE: (Inaudible).

CITY MANAGER JONES: That's it. Somebody else back there knows. And so what we do is send to them good information to push down all of the bad information. But you can change Wikipedia every other day 'cause you go in and change it and they'll go and -- they can tell when it's been edited. And they go back and put it back just like it was.

So it's just a reminder to all of us that we need to continue to work on improving the image of the city and we're going to do that.

CHAIRPERSON BROOKS: Thank, Miss Jones. Dr. Wynn, I -- if you're -- is Dr. Wynn still here? You're next, Dr. Wynn.

DR. WYNN: (Inaudible).

CHAIRPERSON BROOKS: You pass?

DR. WYNN: Yeah, I pass.

CHAIRPERSON BROOKS: Okay. Alvonza [phonetic] Clark? Mr. Clark? And after Mr. Clark we have Mary Brom.

UNIDENTIFIED SPEAKER: Brabham.

CHAIRPERSON BROOKS: Brabham. I can mess up her name.

ALVONZA CLARK: Good evening, city councilmen.

CHAIR PRO-TEM PARDO: Good evening.

MAYOR MASTERS: Good evening.

ALVONZA CLARK: I would like to speak in behalf of Mayor Masters and Councilman Lowe for sponsoring me in the city here in the municipal building with my arts. And I'm also set up at the City Public Library through Miss Cobbs here. And I'd like to thank them for allowing me to do so.

CHAIRPERSON BROOKS: Yes.

ALVONZA CLARK: I'm also at the Green Market on Saturdays from 1 to 7. Y'all need to -- to participate and help us out in coming out and seeing what the residents of -- of --

of Riviera Beach has to offer. I'm just coming out. I've been doing this about 10, 20 years. I have a lot of stuff to show and, in fact, a lot of people --

MAYOR MASTERS: That's good.

ALVONZA CLARK: -- you know, came out to -- to give me comments plus --

CHAIRPERSON BROOKS: Uh-huh.

ALVONZA CLARK: -- for the artwork that I do. So I want you to be cognitive of the Green Market and help us out and -- because it's just getting off the ground.

CHAIRPERSON BROOKS: Uh-huh.

ALVONZA CLARK: And we need assistance from the public to come out and -- and -- and --

CHAIRPERSON BROOKS: And support.

ALVONZA CLARK: -- patronize the businesses and so forth.

CHAIRPERSON BROOKS: Uh-huh.

ALVONZA CLARK: It's a good thing. It's an opening for your new project with development in the City. At least it's a -- it's a beginning to see something that's happening. I used to love to -- to do the, uh, Jazzfest that we used to have. And in fact, I had a -- a vendor's -- I got my vendor's license to get my first show way back then. So this is -- I'm coming back out now because of what the City is doing. And I love to show, you know, my stuff and I'm sure the other vendors are happy to, you know, portray and show what they have.

Also, I'd like to thank Mayor Masters and Miss Kelly Morrison for the initiative that they've taken in dealing with Veterans Affairs. I know they're just beginning from December but I'm a person who -- I'm a veteran.

I came up here -- her diligence, you know, she just came to me off the cuff because I was taking a computer class in the library, which I'm happy for. Because I intend to get on the Web. But I -- I'd like to say she's very efficient at what she does. I mean, it's like, she's on the one, so to speak, if you want to use that expression. So I'd like to thank all you city officials for the due diligence. Thank you very much.

CHAIRPERSON BROOKS: Thank you for your comments.

MAYOR MASTERS: Thank you.

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: And -- yes, Mr. Lowe?

COUNCILPERSON LOWE: Um, I can't speak highly enough about his work and his artistry. I had the pleasure of personally visiting his home/studio and was just in awe with the work that he does with his hands. And if you haven't seen his work, you know, please stop by either the library or downstairs and take a look at it and how detailed it is. It's craftsmanship at its best, and it's right here in Riviera Beach. And he also debuted at our market last weekend and had pretty good response.

And I know there's other people out there that have talent that needs to be exposed. And that's what the market is all about. And it's reasonable, and it's there for you. And thanks for coming out, sir.

MAYOR MASTERS: Madam Chair?

MARY BRABHAM: Good evening, Miss Mary Brabham.

CHAIRPERSON BROOKS: Yes. Yes. Miss Brabham.

MARY BRABHAM: Thanks, those who are my neighbors. Others would have come but I told them that we will take care of this. I've been in conversation with Cedrick so we will take care of this.

We know that we have surplus land there because when FDOT came in there -- and Miss Brabham has been in every meeting. Whoever said that we did not need a fence, Miss Brabham never said it. The neighbors never said it. So the ball dropped somewhere.

So we can go back in, make some amendments to get that done. I emphasize that the port will utilize that road more than we will. So as good neighbors and good partners, perhaps not all of that board, but we need to work in conjunction to make that road there walk. And we do need a wall. We live across from Stonybrooks, and everybody knows what goes on over there. Our homes are nice and decent and we should not have to be -- put up with all of that along with the traffic.

And especially the cars and trucks that will travel that highway in the back of those people's homes. I have twins that lives on my street. Not only twins, but children. So we need that road to be fixed whereas a fence is not sufficient. And also with FDOT, they took down our sign. We want our sign back, Cedrick. I don't care who has to pay for it. We want Harmony Heights sign back. Now, with those six parcels and that partial easement, $366,400, find some way to incorporate that within our neighborhoods. Okay?

Not just Cedrick. The whole board as a whole. If you advocate for us, we will advocate for you. And Miss Brabham knows what's going on with FDOT, and she has expressed her points. And they said that if the City steps up, you have to -- you have to come to the table. We have to be persistent. How many times have I said FDOT is we?

CHAIRPERSON BROOKS: Uh-huh.

MARY BRABHAM: FDOT is we. So thank you. Also, too, I have nothing wrong against children. Everybody knows my pet peeves are seniors and children. But when Masters -- when the Mayor says his Youth Advisory Council -- what's wrong with the other programs in the city? The Youth Empowerment. The Boys Club. The Eticacy [phonetic] Program.

These kids are in our city here and they are doing wonderful things. You don't have to go -- and then what about the Youth Justice? What about the Youth -- I -- I was just in a meeting here about two months ago, Masters. So if you -- if you're looking for positive kids with the array of talent, array of what -- of how they've changed their lives around, you can utilize some of them. So hey -- so come on, now. Come on: Residents, get up and vote.

Let's keep that same momentum that we had for this past election, because your local government is important. Your local government is important. Get up and vote. And stop letting your children be a pawn in these elections. I've said it over and over and over and over again. Get up and vote. Thank you.

CHAIRPERSON BROOKS: Thank you, Miss Brabham.

MAYOR MASTERS: Madam Chair, I asked to speak a minute ago.

CHAIRPERSON BROOKS: Next Lynne Hubbard -- Lynne Hubbard and then Margaret Shepherd. Miss Hubbard --

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: -- while you're coming up, yes, Mayor, please, Jesus.

MAYOR MASTERS: I asked to speak. We know who you're supporting, I guess, Miss Brabham, you called me Masters. But I just want to say --

MARY BRABHAM: Mayor Masters. Okay. I apologize.

MAYOR MASTERS: Thank you.

MARY BRABHAM: Mayor Masters.

MAYOR MASTERS: Thank you. I just wanted to say --

CHAIRPERSON BROOKS: Let's just be mindful that we're really trying to get people out of here, Masters.

MAYOR MASTERS: -- the -- the -- well, but Madam Chair, listen.

CHAIRPERSON BROOKS: You know?

MAYOR MASTERS: Every time I want to say something it's a problem.

CHAIRPERSON BROOKS: Go ahead on. Go ahead on. Please go on.

MAYOR MASTERS: Everybody up here speaks when they get ready to speak. I have that right.

COUNCILPERSON LOWE: I don't.

CHAIRPERSON BROOKS: Disregard Miss Hubbard. Disregard Miss Hubbard.

MAYOR MASTERS: Well, you should.

CHAIRPERSON BROOKS: Miss Hubbard, just have a seat. We'll let the Mayor speak.

MAYOR MASTERS: Well, I'm -- I want to speak like everybody else --

CHAIRPERSON BROOKS: Go ahead on.

MAYOR MASTERS: -- when they want to speak.

CHAIRPERSON BROOKS: Go ahead on.

MAYOR MASTERS: Thank you. Thank you, Madam Chair.

CHAIRPERSON BROOKS: Go ahead on.

MAYOR MASTERS: Thank you.

CHAIRPERSON BROOKS: Go ahead on.

MAYOR MASTERS: If not, I don't need to be here. I just want to say about the young man that has the artwork downstairs. You -- it is for sale. And anyone that wants to purchase it can come and see it, as well as others. This is African-American History Month. Anyone who has artwork and crafts can bring their work to City Hall and appreciate the work of our citizens. Please bring. That's all I wanted to say.

CHAIRPERSON BROOKS: Miss Hubbard, please. We're sorry for that.

LYNNE HUBBARD: Not a problem at all. Lynne Hubbard, uh, 1405 W. 23rd Street. Didn't get an opportunity to speak when we were actually discussing the item that -- that died concerning the -- the settlement. But I did want to go on record having worked with that project and saying that I'm -- I'm -- one, I'm glad that the council did not vote on that, that they heard the -- that they heard the public. Surely there was a meeting of some group of people.

But as you can see, it evidently wasn't the same group of people. So -- and I -- and -- and from what I am -- I am hearing and the calls that I -- that -- that I got, the difference in what some people thought was going to happen, they thought the settlement was about the money, not necessarily vacating all the wins that had taken place in court. But in actuality, it was the money and what -- the wins that they had taken place. So

that's what the confusion was, the amount that would be settled to pay the attorney. And that's what the people thought was taking place.

I don't think anybody came to deceive the council or switch back and forth or have a change of heart. When it dawned on them or was explained clearly, that there was two different things going on there, that's where the rub became, and the fact that all the -- when the -- the people that weren't at the meeting and some that was realized that, we wanted to come up and say, No, that is not the settlement that, one -- that we were looking for after the hard work that had taken place and the long time -- the long time coming.

So I wanted to come -- I wanted to come in and make sure that I got on the record to say that, that the settlement is not what -- it was not a switch and bait or a bamboozle here. It was just a difference in terms as what was presented and what was understood. Thank you.

CHAIRPERSON BROOKS: Okay. Margaret She been heard. Thank you, Miss -- Miss Hubbard.

MARGARET SHEPHERD: Good evening.

CHAIRPERSON BROOKS: Good evening.

MARGARET SHEPHERD: You're right, Mayor. You're still the Mayor. You're still the Mayor.

MAYOR MASTERS: Thank you.

MARGARET SHEPHERD: And we respect you for that.

MAYOR MASTERS: Thank you.

MARGARET SHEPHERD: To all of you --

MAYOR MASTERS: Somebody needs to.

MARGARET SHEPHERD: -- thank you for being so kind for -- to Summer, Youth of the Year. She was unable to come due to the heavy scheduling of schooling and going to the library downtown and trying to get the essays together, but we want to thank you for your kindness and your understanding.

I want to flip over -- and -- and Mrs. Pardo, I do want to thank you for the Christmas gift. For sometime Summer has been mimicking your hair. Unfortunately it grew before we knew it and when she came, she said, "Now it's time." So you gave her the curling iron and we can't keep the iron out of her hand. So she finally got her wish to get -- to get hair like yours.

CHAIR PRO-TEM PARDO: Use the curling iron.

MARGARET SHEPHERD: So she use her curling iron. It's funny. But we thank you for that gift. Really, it was -- it was marvelous to us.

I want to go back and say thank you, Mrs. Brooks. That was an excellent little short piece I saw the Maritime Academy. Unfortunately, by the Maritime Academy being back in the Boys & Girls Club, it does not get the recognition that it needs. The young lady that is the director, Mrs. Tonya Hicks-Brown, she is a --

CHAIRPERSON BROOKS: Right.

MARGARET SHEPHERD: -- bona fide preacher and she is such an -- yes, she is. Her husband is a Christian rapper. Excellent -- excellent --

MAYOR MASTERS: And a preacher.

CHAIRPERSON BROOKS: Oh, I never knew about that.

MARGARET SHEPHERD: -- set of people. I don't think nobody could have hand-picked those people but whomever. So when you did that little, you know, piece, I was quite pleased 'cause I never saw anything like it. And I hope people will go back and make sure that they patronize that particular school, because it is nestled in our community and they're doing an excellent job over there. So I want to thank you for that.

CHAIRPERSON BROOKS: Yeah. You're welcome.

MARGARET SHEPHERD: I want to go back to the market. That market was excellent. That's the first time I really spent all day over there. The vegetables, Mr. Lowe, was wonderful. I did spend all my money and then I had to stop begging for money and then I had to go get some money because the vegetables was just excellent. And we just want to tell you that we hope it will continue for a while longer.

And with that, I want to say I didn't hear all of the conversation. My time is going on. JFK asked a question, "Don't ask what you can do for your country. Don't -- don't ask what you can do --"

CHAIRPERSON BROOKS: What your country can do for you.

MAYOR MASTERS: What your country can do for you.

MARGARET SHEPHERD: Well, what your country can do for you. And I want to say that although The Palm Beach Post do dictate some rather bad things, we don't have to fall in that category. It's up to us to pull our city together. It's up to us to talk about our city. And I want to really, you know, tell you that the things that's said on Channel 18, it's quite deplorable. When you start talking about race -- my granddaughter was here a couple of times and Summer said, "Nanna, that is just not the thing to say." And I'm so glad that my father took my mother who look half white, my dad who look like Cedrick, which I guess is why I like Cedrick so much -- took my mother to Detroit --

CHAIRPERSON BROOKS: She's (Inaudible) --

MARGARET SHEPHERD: -- married and brought her back. Never once -- never once us growing up did I hear the word nigger. I never heard that. Black, white. I -- and I asked my mom one time, "Why -- why do we never repeat that stuff?" She said, "Because I never taught this to you." And so I'm grateful for her, that upbringing. And when you get on Channel 18 and say such things, I want to say to you it is just deplorable to our children and the system. It should never be said. I heard someone say Miss -- Mrs. Pardo is a racist. Miss Pardo has been a part of my life ever since I can remember. And I have never --

CHAIRPERSON BROOKS: Okay.

MARGARET SHEPHERD: -- seen her treat nobody different.

CHAIRPERSON BROOKS: We have to wind it up, Miss Shepherd.

MARGARET SHEPHERD: So I hope that you all will stop and please watch what you say. Thank you.

CHAIRPERSON BROOKS: Next we have Ida Irving and after Miss Irving we have, um, Attorney DeGraffenreidt. I believe that's the last one. Is Ida Irving here?

MAYOR MASTERS: She's here.

UNIDENTIFIED SPEAKER: Yeah.

CITY MANAGER JONES: Check and see (Inaudible).

CHAIRPERSON BROOKS: Okay. Yeah. Is --

CITY MANAGER JONES: -- DeGraffenreidt, see if he's out there.

CHAIRPERSON BROOKS: -- Attorney DeGraffenreidt still here?

UNIDENTIFIED SPEAKER: I think he left, too. I think.

UNIDENTIFIED SPEAKER: (Inaudible).

CHAIRPERSON BROOKS: 18A. Okay. 18, um -- we're now to -- back to our regular meeting items. 18 and then after that 18A.

CITY CLERK WARD: Presentation of our Director of Finance and Administrative Services on the Utility Special District and Utility Billing Relations as to the office environment, staffing, billing, cashiering, policies, procedures, work flow, management tools, banking services, technology and customer, related to concerns, responses and recommendations.

CHAIRPERSON BROOKS: Okay. I need a motion, please.

COUNCILPERSON DAVIS: So moved.

CHAIR PRO-TEM PARDO: So moved.

CHAIRPERSON BROOKS: Second?

CITY MANAGER JONES: Madam Chair?

CHAIRPERSON BROOKS: We had -- well, one --

FINANCE DIRECTOR RANDY SHERMAN: Do you want (Inaudible) something before me?

COUNCILPERSON DAVIS: I'll second.

CHAIRPERSON BROOKS: -- she'll second. All right.

CITY MANAGER JONES: I'm looking at the time.

CHAIRPERSON BROOKS: Yes.

CITY MANAGER JONES: And I know that when we changed the time of the meeting, we also have in that resolution that the meeting and -- can -- ends at 10:00.

CHAIRPERSON BROOKS: Yes.

CITY MANAGER JONES: It's after 8:30 and I know that this is a very detailed presentation and a lot of questions and a lot of interest by all of you and all of our residents.

CHAIRPERSON BROOKS: Right.

CITY MANAGER JONES: There's nothing really to act on tonight, but it is a lot of information that we need to try to impart. And so I was wondering with the other things that you have on the agenda and considering, uh, the time of an hour and 35 minutes, whether you want to hear this tonight or move it to the next agenda.

COUNCILPERSON THOMAS: Move it to the next agenda would be fine.

CHAIRPERSON BROOKS: Okay. That be the consensus, then we'll move it to the next agenda.

COUNCILPERSON DAVIS: (Inaudible).

CHAIRPERSON BROOKS: Which will also give us more time to review it, make our questions and comments and even have you even more prepared.

FINANCE DIRECTOR RANDY SHERMAN: Yeah.

CHAIRPERSON BROOKS: Because it is a wonderful document and I -- I want to ensure that my colleagues, should they have any questions or comments, will have plenty of time to read this document --

FINANCE DIRECTOR RANDY SHERMAN: Yeah.

CHAIRPERSON BROOKS: -- get their comments together and even ask of you clarification on certain matters. All right. So that --

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes.

COUNCILPERSON DAVIS: I just have one comment on this. When I looked through it, Mr. Sherman, I did not -- I thought that, um, there was also going to be some kind of policy that you developed as it relates to how the elected officials govern themselves in relation to spending dollars that may need approval.

CITY MANAGER JONES: There are two --

CHAIRPERSON BROOKS: Yeah, but they're totally different --

CITY MANAGER JONES: -- yeah. They're --

CHAIRPERSON BROOKS: It's not a part of this.

CITY MANAGER JONES: -- two --

COUNCILPERSON DAVIS: So this is -- okay. That's fine.

CITY MANAGER JONES: This is just Utilities.

CHAIRPERSON BROOKS: Yeah, this is just Utility.

COUNCILPERSON DAVIS: Okay.

CITY MANAGER JONES: We -- the other two, one was as it related to your -- the budgets.

COUNCILPERSON DAVIS: Yes.

CITY MANAGER JONES: And the other one was the use of the credit cards.

COUNCILPERSON DAVIS: Okay.

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: Those two policies have been drafted by, um, Mr. Sherman.

COUNCILPERSON DAVIS: Uh-huh.

CITY MANAGER JONES: Currently now being reviewed by Legal.

COUNCILPERSON DAVIS: Okay.

CHAIRPERSON BROOKS: This came about as a result of some issues that I, you know, positioned here to the council and also to Mr. Sherman and the Utility director because of many little things that have been happening. And of course they inherited a system that really needs reviewing and looking at, and we're not here to hold anybody account -- well, accountable but you're all new and we just want to look at what can we do to make life better for our Water/Utility customers. You know, what do we look at to help the staff. Just what do we need. And you have certainly come up with a document with some changes.

The resolution that was passed November the 7th, that offered to Water customers who received these peak water cost bills with no explanation -- the plumbers had been out. Our water utility people have been out and there was nothing to be found. We're saying to you we can relieve you from having to pay that month when that bill spiked 100 percent above, we'll relieve you from that and allow you to pay the previous month bill and then average out what your monthly charges will be forth going. It's really to give people really -- we get people complain about $400 water bills, $1,800 water bills, $2,000 water bills.

COUNCILPERSON DAVIS: Can we (Inaudible) now?

CHAIRPERSON BROOKS: And then it drops back down to $60 the next month. So we know that something is wrong and that's what the group is doing here now is trying to find out what is going on. But in the gap, we're giving you that opportunity that you don't have to pay for that -- those water bills that are unusually high. So know that the City's really very sensitive with what's going on with our community and if you have any questions, 845-3586 is my number and we're trying to help them process some of these, um, water bills.

All right, sir. Thank you much and we'll go to 18A.

MAYOR MASTERS: I -- Madam Chair, I have a question on --

CITY CLERK WARD: A resolution -- a resolution --

MAYOR MASTERS: -- on that. I'm sorry.

CITY CLERK WARD: -- of the City Council --

MAYOR MASTERS: I'll wait.

CITY CLERK WARD: -- of the City of Riviera Beach, Palm Beach County, Florida, authorizing -- authorizing the demonstration for the City support for bill HB97 sponsored

by Representative Bobby Powell, Florida House of Representatives, to restore control to local government as it relates to the possession of concealed weapons in the government-owned facilities and government-sanctioned events.

CHAIRPERSON BROOKS: Motion, please?

COUNCILPERSON DAVIS: So moved.

CHAIRPERSON BROOKS: Second?

COUNCILPERSON LOWE: Second.

CHAIRPERSON BROOKS: (Inaudible) read this again.

CITY MANAGER JONES: The item that you have before you is a resolution that has been requested by Representative Bobby Powell. If you'll recall in the last legislative session, we worked with our state lobbyists because we were concerned with, um, the changes in the concealed weapons law and the exemptions that recreational -- municipal recreational activities were not exempt --

CHAIRPERSON BROOKS: Exempt, right.

CITY MANAGER JONES: -- which meant someone could come to any of our recreational activities carrying their weapons, and we don't want to deprive people of their rights, but we also want to make sure that our children are in safe environments. What this legislation does is re-introduces that --

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: -- and other exceptions as it relates to the concealed weapons bill. There are a couple of bills that have been, um, dropped at the legislature. It's real interesting 'cause there's a bill out there that adds specifically that municipalities cannot be exempt for their activities.

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: So in order to strengthen theirs, they're making sure that that is an addition in one of the bills that's out there.

Um, so this was a request of Representative Powell so that when he goes to Tallahassee, sits in committee with individuals, there's a resolution from the City of Riviera Beach supporting the legislation.

CHAIRPERSON BROOKS: Wonderful. And I know we're all in support of that. Do we have any comment cards on that?

CITY CLERK WARD: No, ma'am.

MAYOR MASTERS: And Madam Chair, he's also --

CITY CLERK WARD: (Inaudible).

CHAIRPERSON BROOKS: Hold on, Mayor.

MAYOR MASTERS: Madam Chair, I'm sorry, he's also asking all the cities that's within his district to -- to do the same thing. So we will be joining other cities within Bobby Powell's jurisdiction with this resolution, as well.

CHAIRPERSON BROOKS: And we will be going to Tallahassee and writing there, as well, to support him in this regard. Roll call for the vote, please, unless there are further questions?

CITY CLERK WARD: Councilperson --

CHAIRPERSON BROOKS: Comments? Okay.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Okay. That would be -- let's see, do we have any other --

CITY CLERK WARD: 19.

CHAIRPERSON BROOKS: -- that would be -- you have 19?

CITY CLERK WARD: Uh-huh. 19.

CHAIRPERSON BROOKS: Okay. That goes to Community Benefits. So we're through with everything under Regular Business. Nothing under Discussion and Deliberation. Uh, Community Benefits Request.

CITY CLERK WARD: Riviera Beach Civil Drug Court $500, Mayor Thomas Masters, to assist in providing services to clients on their journey to recovery.

COUNCILPERSON DAVIS: So moved.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Okay. Roll call, please.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Number --

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, ma'am?

COUNCILPERSON DAVIS: On the next, um, item 21 --

CHAIRPERSON BROOKS: We're up to 20.

COUNCILPERSON DAVIS: -- item -- item 20 --

CITY CLERK WARD: 20.

CHAIRPERSON BROOKS: We're at 20.

COUNCILPERSON DAVIS: -- I will --

CHAIR PRO-TEM PARDO: 20.

CHAIRPERSON BROOKS: We're at 20.

COUNCILPERSON DAVIS: I understand. Item 20. I will be abstaining. This is your list.

CHAIRPERSON BROOKS: Oh, yes, yes, yes, yes.

COUNCILPERSON DAVIS: I have a nephew who is receiving a scholarship.

CHAIRPERSON BROOKS: And having said that, let me further say that I did not review any of these scholarship applications. They were all done by Dr. (Inaudible) and her committee. So -- all right.

CITY CLERK WARD: Bobbie E. Brooks Scholarship Fund, $1,400, Billie E. Brooks. Fund will be added to an existing balance to award 15 Riviera Beach students the Bobbie E. Brooks Scholarship.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Roll call.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Davis.

CHAIRPERSON BROOKS: She abstains.

CITY CLERK WARD: She needs to state it for the record, please.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON DAVIS: I am abstaining from this vote due to my nephew receiving a scholarship.

CITY CLERK WARD: Thank you, ma'am.

CHAIRPERSON BROOKS: 21.

CITY CLERK WARD: Washington Elementary School Safety Traffic Club, $300, Judy L. Davis, to support the Safety (Inaudible) Club trip to Washington, D.C.

CHAIR PRO-TEM PARDO: So moved.

CHAIRPERSON BROOKS: Need a second.

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Okay. Roll call.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: 22.

CITY CLERK WARD: Black Educators Caucus, $250, Shelby L. Lowe, to defray costs of the visit by Dr. Umar Johnson of Philadelphia.

CHAIRPERSON BROOKS: Need a motion.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON LOWE: Second.

CHAIRPERSON BROOKS: Roll call.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: 23.

CITY CLERK WARD: Riviera Beach Municipal Library, $400, Shelby L. Lowe, to provide funding for an award given to the 2013 Martin Luther King -- Dr. Martin Luther King, Jr. Essay Contest.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON LOWE: Second.

CHAIRPERSON BROOKS: Roll call.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: And we have an addition, 23A and B. 23A first, please.

CITY CLERK WARD: 23A, Dr. Mary McLeod Bethune Elementary School, $300, Billie E. Brooks, to defray costs of educational trip for fourth grade students to St. Augustine.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON THOMAS: Second.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON BROOKS: Roll call, please.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: And let me just add to this. If any of us who are -- terms expire, and of course, you need to spend all these monies between now and -- and March -- if there -- you all have any extra money, this group could really, um -- they would love to benefit from this. For many years they've been trying to get a group of

fourth graders to get to St. Augustine. They need $6,000. They have a deadline to come up with half the money, I believe, February the 14th. So if you have any extra money, um, please consider that. Miss Jentine [phonetic] Davis is, um, over that group.

MAYOR MASTERS: (Inaudible).

CHAIRPERSON BROOKS: 23B.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes?

MAYOR MASTERS: That's the one -- I think that's mine, right?

CHAIRPERSON BROOKS: 23B is yours.

MAYOR MASTERS: Yes.

CHAIRPERSON BROOKS: Uh-huh.

MAYOR MASTERS: Um, I want to donate $800 to the Youth Recreation Association, to Mr. Calloway's group, who are assisting students from Washington Elementary School and Lincoln Elementary School who need to be assisted in the various programs. And you know, Mr. Calloway's always doing something for everybody.

CHAIRPERSON BROOKS: Uh-huh.

MAYOR MASTERS: So whatever he's doing, I'm supporting it with Washington and Lincoln Schools through this grant. Thank you.

CHAIRPERSON BROOKS: Okay. Thanks. So it would be to Washington and Lincoln?

MAYOR MASTERS: Well, no. It's to the Youth Recreation but I just wanted to give an explanation how he's going to be --

CHAIRPERSON BROOKS: Oh, you -- okay.

MAYOR MASTERS: -- using it.

CHAIRPERSON BROOKS: Gotcha. Okay.

MAYOR MASTERS: That's --

CHAIRPERSON BROOKS: Okay. All right. Very good. And I think that ends all of our Community Benefits.

COUNCILPERSON THOMAS: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON BROOKS: Oh.

COUNCILPERSON THOMAS: We gotta vote on it. We gotta vote on it.

CHAIRPERSON BROOKS: Okay. Vote. Let's vote.

CITY CLERK WARD: Councilperson Davis? Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: That vote passed with Councilperson Davis out.

CHAIRPERSON BROOKS: Okay. Now we're down to Board Appointments and 24.

CITY CLERK WARD: Board appointment by Mayor Thomas A. Masters of Lynn Hubbard to serve a four-year term on the Riviera Beach Housing Authority Board.

CHAIRPERSON BROOKS: Need a motion, please. Well, actually, it's just to ratify his appointment.

MAYOR MASTERS: It's to ratify, that's right.

CHAIRPERSON BROOKS: Correct. Uh-huh. So, um -- but I still need a motion to ratify.

COUNCILPERSON LOWE: Motion to ratify.

CHAIRPERSON BROOKS: I guess we do.

COUNCILPERSON LOWE: So moved.

CHAIRPERSON BROOKS: We do it always.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON BROOKS: Need a second. Okay. Uh, there's no comment card on that. All right. The -- let's vote.

CHAIRPERSON BROOKS: Councilperson Davis? Councilperson Thomas? Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CHAIRPERSON BROOKS: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CHAIRPERSON BROOKS: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CHAIRPERSON BROOKS: Okay.

CITY CLERK WARD: That vote passed with --

CHAIRPERSON BROOKS: We also --

CITY CLERK WARD: -- Councilperson Davis out. Councilperson Pardo, did you --

CHAIRPERSON BROOKS: She voted.

CITY CLERK WARD: You voted?

CHAIRPERSON BROOKS: Um, Thomas was not here.

CHAIR PRO-TEM PARDO: No, Thomas is out.

CITY CLERK WARD: And Thomas is out.

CHAIRPERSON BROOKS: Okay. We have another Board Appointment, 24A.

CITY CLERK WARD: Board appointment by Councilperson Shelby Lowe of Keith Courtway and Craig Pollak to the Waterfront Advisory Board.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON LOWE: Second.

CHAIRPERSON BROOKS: Okay. Roll call, please. Let me -- just for clarification. So there are two positions that we're filling with these names?

CITY CLERK WARD: Correct.

COUNCILPERSON LOWE: Well, Mr. Jim Williams came before us last week and said that we are --

CHAIRPERSON BROOKS: Yeah. I remember. I just --

COUNCILPERSON LOWE: -- in dire need of a quorum.

CHAIRPERSON BROOKS: So we need two people?

COUNCILPERSON LOWE: Well, they don't have a quorum.

CHAIRPERSON BROOKS: No. I'm just saying there's two positions that we're filling here?

COUNCILPERSON LOWE: There's probably more than two.

CHAIR PRO-TEM PARDO: Yeah. Yeah, there are. I think there's four.

CHAIRPERSON BROOKS: Okay. We're filling two today. Okay. Very good. Okay. Very good. I just wanted to be clear.

COUNCILPERSON LOWE: How many are there existing on the Water -- Waterfront Advisory Board?

CITY MANAGER JONES: I don't know what the exact number is. Mr. Legue can tell us.

CHAIRPERSON BROOKS: Yeah. He did say he -- they really need to get --

MARINA DIRECTOR ED LEGUE: There's -- it's a seven- --

CHAIRPERSON BROOKS: -- functional.

MARINA DIRECTOR ED LEGUE: -- seven-member board. Currently we have three members. So --

CHAIRPERSON BROOKS: Hmm.

CHAIR PRO-TEM PARDO: Right.

MARINA DIRECTOR ED LEGUE: -- I do have one other application that I got a week or so ago for -- for another one. So if -- if that gets approved, we'll be down one member, which is far better than we have been the last year.

CHAIRPERSON BROOKS: Well, hope --

COUNCILPERSON LOWE: So do you have the other --

CHAIR PRO-TEM PARDO: Can you bring that application to us?

MARINA DIRECTOR ED LEGUE: Yes, ma'am.

CHAIRPERSON BROOKS: Okay. Great.

COUNCILPERSON LOWE: Oh, okay.

CHAIRPERSON BROOKS: Okay.

MARINA DIRECTOR ED LEGUE: Okay?

CHAIRPERSON BROOKS: Okay. That's all it is for Board Appointments. I do have a question.

COUNCILPERSON LOWE: Did we approve it?

CHAIRPERSON BROOKS: Okay. I'm sorry.

CHAIR PRO-TEM PARDO: You need to (Inaudible) --

CHAIRPERSON BROOKS: Let's go ahead on and approve it. I'm trying to run this. Okay. Roll call, please.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis? That vote passed with Councilperson Davis out.

CHAIRPERSON BROOKS: Speaking of board appointment, Miss McKinney, we -- we're talking about the need to fill a position on the Planning & Zoning?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Yes.

CHAIRPERSON BROOKS: And I received an application -- a resume.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Okay.

CHAIRPERSON BROOKS: Who is the one that processes it and brings it before --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: We just have -- get it to Manager's office or to my office and we'll get it processed for the agenda.

CHAIRPERSON BROOKS: Okay. Very good. Thank you much. All right. We're down to --

CITY CLERK WARD: 25.

CHAIRPERSON BROOKS: -- Discussion by City Manager, number -- item number 25.

CITY CLERK WARD: Tiki Waterfront Sea Grill lease agreement update.

CITY MANAGER JONES: Thank you, Madam Chair, and members of -- of the Council. Um, what I have is an update as it relates to the Tiki Waterfront Grill lease. As you know, last week or was it on the 30th, we heard a presentation by the master developer --

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: -- Viking Development, LLC, and their partner, Live, Work, Learn and Play, that laid out all of the respective phases in the development of the up lands of the marina. As a part of that, we know that the Tiki lease was initially entered into in 19 -- in 19 -- in 2003 and renewed again in 2008.

As we were going through that three-year cycle of that lease, we began to finally start developing the marina first with the sea wall which we started late summer of 2011, and of course the docks that we're currently enjoying on the north end.

But in order to make sure that everything is clean and that we are, um, responsible to our tenant, in light of the fact that the master developer is the one now that's responsible for that commercial development and no longer the City or the CRA, the CRA is going -- is instrumental and will be funding the public elements.

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: I would like for Council to consider, um, us writing to the owners -- well, it's really GR -- RG Group is actually the name of the company -- and informing them of the situation and -- so that we can put them on notice, because at some point with the uplands, in order for us to save money, the most efficient way to develop the uplands is to do all of your infrastructure at one time.

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: Which means there will be, at some point, the situation arising where the Tiki would probably need to close. And we want to be a good partner to Tiki like they have been to us and give them adequate enough time so that they can

do what they need to do with their operations so they would know when they would need to shut down. And we would commit to them to giving them a minimum of a 90-day notice as to when that would occur.

CHAIRPERSON BROOKS: Okay. Any comments from the -- the board?

COUNCILPERSON DAVIS: I'm sorry. I'm confused.

DR. ANGELA WYNN: I have a -- I have a card up there.

COUNCILPERSON DAVIS: Are we --

DR. ANGELA WYNN: I have a comment card.

CITY CLERK WARD: Yes.

COUNCILPERSON DAVIS: Okay. We have it.

DR. ANGELA WYNN: Okay.

COUNCILPERSON DAVIS: Are we saying that we're only to give them a three-month notice?

CITY MANAGER JONES: We can decide on how long we want to give them. Generally somewhere -- three to six months is generally about the notice as to when -- as it relates to the development schedule.

COUNCILPERSON DAVIS: Uh-huh.

CITY MANAGER JONES: So based on the development schedule, giving them that notice as it relates to what would be happening with them.

COUNCILPERSON DAVIS: Wow.

CITY MANAGER JONES: Yeah.

COUNCILPERSON DAVIS: I -- I just think more is better, especially when it comes to something like this.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON DAVIS: Um, to give them time to, you know, do whatever they need to do. You know, I -- I -- I wouldn't feel -- just to avoid any kind of conflicts, you know, give them at least -- at least six months. Most six months. I'll put it that way.

CITY MANAGER JONES: What, six to nine months?

COUNCILPERSON DAVIS: No. I would just say six months.

CHAIRPERSON BROOKS: Definitely six months.

COUNCILPERSON DAVIS: Yeah.

CITY MANAGER JONES: Six months? Okay.

CHAIRPERSON BROOKS: What she's saying. Miss Jones, would we -- and maybe I should ask Legal -- are we going to be held accountable or responsible for any relocation? You know, we got into this conversation the other night at the CRA meeting. What will be the response -- financial responsibility, etc., of --

COUNCILPERSON DAVIS: The City.

CHAIRPERSON BROOKS: -- the City in relocating them should they decide to relocate? And I think we need to -- Miss -- Miss Ryan?

CITY ATTORNEY RYAN: Yeah. Madam Chair, um, that is an excellent, excellent question. And I think the Council really has to make a decision about how -- where it wants to go with the current lease. As the Manager explained, right now we are on a month-to-month lease with them.

And one of the purposes of writing them a letter is to put them on notice that even though they are in a negotiation stance with Viking, it is not the City's intention to move forward with this lease anymore. If this council is done with this lease, I -- you know, I -- I want -- I would make this letter even stronger. If you're done with this lease and if negotiations break down with Viking, we need to tell them and we need to tell them now.

They may say, You know what? We -- we want out. So go ahead and terminate the lease.

COUNCILPERSON DAVIS: Six months.

CITY ATTORNEY RYAN: And we -- we -- we may want to consider that. But I think right now we are not -- we have not been clear with our intentions to them. They -- they are working under Viking but if -- if Viking -- their negotiations with Viking break down, the question is do they have -- do they feel like they have a right to negotiate further with the City.

And this council need it is make a decision. I know there was some discussion at one point about going out for RFP if the negotiations break down. And if this council is in a position to say what it wants to do, that would be great. And I would add that to this letter.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Thomas?

COUNCILPERSON THOMAS: Um, how much more time is left on this current lease?

COUNCILPERSON DAVIS: It's month to month.

CHAIRPERSON BROOKS: There is no more --

CITY MANAGER JONES: They're on a month-to-month.

CITY ATTORNEY RYAN: The -- 'cause it's expired.

COUNCILPERSON THOMAS: Okay. Well, I would just say just to be fair, they have the six months and that's -- that's done. I'm -- you know, they -- they can, you know, negotiate with master developer or whatever they want to do. But as far as I'm -- as far as my position as a part of this board, six months is, I think, ample enough time. And I'm -- I'm done. So I'm just stating my -- my position on it.

CHAIRPERSON BROOKS: Well, let me just be clear about where we are really legally postured in all of this. I agree. We don't want to give -- we do want to give them advance notice. Six months, no less than. But I also hear that Viking is now at the table with this.

COUNCILPERSON DAVIS: Uh-huh.

CHAIRPERSON BROOKS: With them being at the table -- I mean, they're currently sitting at the table with this lease --

CITY MANAGER JONES: With the lease?

CHAIRPERSON BROOKS: -- I need -- I just really -- okay. Do we need --

COUNCILPERSON DAVIS: They're -- they're negotiating --

CHAIRPERSON BROOKS: -- do -- they're negotiating with them?

COUNCILPERSON DAVIS: -- with them.

CHAIRPERSON BROOKS: There's a negotiating process that's going on between Viking and the Tiki?

CITY MANAGER JONES: Yes. For their future and the future location and who builds and -- 'cause Viking is responsible for the private elements in the development.

CHAIRPERSON BROOKS: Right. Right. Right. I'm just trying to -- well, it's left up to Legal as to how we go forward with this. If Viking is negotiating and -- well, it seem like a lot involved here legally.

CITY ATTORNEY RYAN: It -- it's -- it's complicated. It is. But I really -- I think a clear understanding from the council would be very helpful for everybody.

COUNCILPERSON THOMAS: Let me reiterate just for Cedrick.

COUNCILPERSON DAVIS: Madam --

COUNCILPERSON THOMAS: Six months. That's ample enough notice. And if anything else is going to transpire from there, it needs to either go out for bid or needs to be done at another -- but I'm done with the Tiki lease. I'm done, you know?

COUNCILPERSON DAVIS: -- Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis?

COUNCILPERSON DAVIS: As, um, City Council that was sitting at the table when the lease was initially brought forward, I know for a fact that they clearly understood that the City was going to be developing the property and that they were eventually going to have to close or relocate. So I agree with Mr. Thomas that we should be very clear in that the six months -- giving them six months notice, that the City will be moving forward with developing our marina.

CHAIRPERSON BROOKS: Any further comments?

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Lowe?

COUNCILPERSON LOWE: Um, when do we anticipate the infrastructure improvements?

CITY MANAGER JONES: You are probably -- '14, 2014, first quarter.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: First quarter. First quarter of '14.

CITY MANAGER JONES: Yeah.

CHAIRPERSON BROOKS: And what did you say, Miss McKinney?

CITY MANAGER JONES: First quarter of 2014.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: (Inaudible) 2014.

CHAIRPERSON BROOKS: Okay. Okay.

COUNCILPERSON LOWE: And, okay. So six months out from that, that would be --

COUNCILPERSON DAVIS: June, July.

COUNCILPERSON LOWE: -- June and -- June or July. We'd have to provide them with the notice prior to that.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right.

CHAIRPERSON BROOKS: Uh-huh.

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: They -- they have to --

COUNCILPERSON LOWE: We're still getting money from them, though?

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: -- they have to -- they cannot be there when we start the -- bringing in the fill and the grading and the infrastructure.

COUNCILPERSON DAVIS: Uh-huh. Right.

COUNCILPERSON LOWE: But they can be there up until that time? Money's still coming to us. That's what -- that's --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. Up until --

COUNCILPERSON LOWE: -- the point that I'm trying to --

DIRECTOR OF COMMUNITY DEVELOPMENT McKINNEY: Right. It can be up until the time that construction will start.

COUNCILPERSON LOWE: Okay. Well, let's just kind of, uh, keep that in mind, too, when we're going over these issues, because I'd rather have some money than -- than no money. And that they're still doing. They're still paying the City. And we have them budgeted to pay us through what? October or September?

CITY MANAGER JONES: September.

COUNCILPERSON LOWE: So that -- that money has already been factored in our budget?

CITY MANAGER JONES: So what this means is that we would not build them into the revenue for the next year's budget.

COUNCILPERSON LOWE: But they're already in this year's budget?

CITY MANAGER JONES: They're in this year's budget.

COUNCILPERSON LOWE: So we at least need to have them covered until the end of this fiscal year. No? Or you can stand to lose that --

CITY MANAGER JONES: I can't stand to lose a thing.

COUNCILPERSON LOWE: Oh, okay. And I see Mr. Legue shaking his head out there.

COUNCILPERSON DAVIS: And he's shaking his head, yeah.

COUNCILPERSON LOWE: All right. Well, yeah.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON LOWE: If you could just keep that in mind when you're doing your -- when they're doing their negotiations.

CHAIRPERSON BROOKS: All right.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo?

CHAIR PRO-TEM PARDO: I have a question. City Manager, so how much do we get a month from the Tiki? Like, $6,500?

CITY MANAGER JONES: On the lease for the rent we get, um, $6,500. They also pay their solid waste authority assessment fee every month. We pay it and then it's added on to their respective bill as to what that is. So that's the major revenue coming from this lease.

CHAIR PRO-TEM PARDO: Okay. And let's just be clear. Did we -- I don't recall. I remember it was a -- a major issue a couple years ago with the utilities. All of the utilities have been separated?

CITY MANAGER JONES: No. If you'll recall a couple of years ago --

CHAIR PRO-TEM PARDO: Something with the gas?

CITY MANAGER JONES: -- when we --

CHAIR PRO-TEM PARDO: Right?

CITY MANAGER JONES: -- made -- right. The electric has been separated.

CHAIR PRO-TEM PARDO: Uh-huh.

CITY MANAGER JONES: The water and the gas remained as it is with them being -- Tiki being responsible for the gas; the marina being responsible for the water. 'Cause it was determined that the cost to separate gas lines and water lines, knowing that we were getting ready to redevelop and do infrastructure anyway --

CHAIR PRO-TEM PARDO: Yeah.

CITY MANAGER JONES: Yeah.

CHAIR PRO-TEM PARDO: But the marina has been under construction for almost a year. We haven't had really many live-aboards there, right? So is it a fair trade?

CITY MANAGER JONES: With us paying water --

CHAIR PRO-TEM PARDO: Well, do we know the cost of the gas?

CITY MANAGER JONES: They are figuring -- I want to say they're running about $1,600 a month is what they're saying.

CHAIR PRO-TEM PARDO: Okay. So do we see those bills or does the Tiki just pay them? How does that work?

MARINA DIRECTOR ED LEGUE: Ed Legue, Marina Director. Uh, we don't see the bills on a regular basis. I don't ask them for that. They pay the gas. I see the gas truck there about twice a week so I know it's happening and we have hot water in our showers and our laundry room. So when I -- when I did the original assessment on that, the gas for them was about between 14 and 1,600 a month and our water bill ranged anywhere from as low as -- as low as, like, 9 to as high as, like, 14, 16. So it was going to take -- cost just about $11,000 to do the switch. And while we would have saved about $700 a month, we would have then had to buy our own gas and so forth, which would have been about $700 a months.

CHAIR PRO-TEM PARDO: Right. Now this is all coming back to me.

MARINA DIRECTOR ED LEGUE: Okay.

CHAIR PRO-TEM PARDO: And this was originally when we had said -- and I -- I believe there were documents where we had said that everything was supposed to be split. Not split. Everything -- all of the utilities were supposed to be, um --

CITY MANAGER JONES: Kind of -- kind of equal, yeah.

CHAIR PRO-TEM PARDO: Right.

CITY MANAGER JONES: Kind of equal.

CHAIR PRO-TEM PARDO: Right. Well, no, no. Not equal. We were supposed to separate the gas lines. The utilities were supposed to be separated. Now I recall. It's all coming back. Everything was supposed to be separated and then I guess it was the interim city manager or the assistant city manager had decided it would be too costly. And then they decided on -- on this scheme.

Okay. Well, I think, um, I'm with the six months. I think six months is being very generous. And by that time, you know, we'll know exactly how we're moving forward. And if we sign the agreements with the master developer and he's going to take care of it, then it's up to them to decide how they're going to move forward with the Tiki.

COUNCILPERSON DAVIS: Yeah, Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis.

COUNCILPERSON DAVIS: There's just one clarification. I -- I think Mr. Thomas said if they don't go forward, then we go out for an RFP. The RFP goes against the master developer agreement. So they -- we need to make it clear that if they -- give them the six months notice and, you know, they have to deal with Viking or they're gone.

CHAIRPERSON BROOKS: So the letter that has been drafted, and it's a part of your package here, we knew that we would need to change on page 2 from --

CITY ATTORNEY RYAN: Yes. I'll make adjustments, yes.

CHAIRPERSON BROOKS: -- okay. To six months. Is there any other -- from the comments that you've heard here tonight, Miss Ryan, would you need to --

CITY ATTORNEY RYAN: Okay.

CHAIRPERSON BROOKS: -- make any further adjustments at this time?

CITY ATTORNEY RYAN: Well, I just -- I'll make some adjustments. Please give me the liberty to make other adjustments.

CHAIRPERSON BROOKS: Okay.

CITY ATTORNEY RYAN: But it'll all be based upon the comments made tonight.

CHAIRPERSON BROOKS: Okay.

CITY ATTORNEY RYAN: But just so that I'm clear, the Council basically wants to terminate the lease and give them six months notice.

CHAIR PRO-TEM PARDO: Well, I thought we didn't have a lease.

CHAIRPERSON BROOKS: We don't have a --

CITY ATTORNEY RYAN: It's a month-to-month. It's a -- just say it --

CHAIR PRO-TEM PARDO: Right. But there's nothing in writing either -- even saying there's a month-to-month, right?

CITY ATTORNEY RYAN: There's nothing in writing.

CHAIR PRO-TEM PARDO: Right. So we don't have a lease.

COUNCILPERSON DAVIS: There's an --

UNIDENTIFIED SPEAKER: But the agreement -- the agreement allows month to month.

CITY ATTORNEY RYAN: Please.

CHAIRPERSON BROOKS: He said the agreement allows month to month.

CITY ATTORNEY RYAN: There's -- the agreement -- that's just by law. It's by operation of law. It's not anything in the agreement that says month to month.

CHAIR PRO-TEM PARDO: But there's nothing with the City's signature giving them --

CITY ATTORNEY RYAN: No. It's by operation of the law. But we never --

CHAIR PRO-TEM PARDO: Right.

CITY ATTORNEY RYAN: -- um, it expired. We'll give them six months notice to vacate and they can continue to negotiate with Viking.

CHAIRPERSON BROOKS: And -- and I did pose a question. Will we have -- as the landlord, will there be any responsibility placed on us for their relocation should they decide to do it? They would need to find out about that.

CITY ATTORNEY RYAN: We will look into that but at this point I will say no because the agreement has expired. But, um --

COUNCILPERSON DAVIS: It's between them and Viking.

CITY ATTORNEY RYAN: -- we'll -- we'll look into that further, of course.

CHAIRPERSON BROOKS: Please, let's just -- let's just get some legal clarification on that, opinion on that, I should say.

CHAIR PRO-TEM PARDO: And Madam Chair?

CHAIRPERSON BROOKS: Yes, ma'am.

CHAIR PRO-TEM PARDO: All right. One more thing. So Miss Ryan, will we see this letter again or --

CITY ATTORNEY RYAN: No. I'd like --

CHAIR PRO-TEM PARDO: -- prior to it going out?

CITY ATTORNEY RYAN: -- if there's a consensus or a vote from the Council, um, I can definitely send you a draft before it goes out but it won't come back to this board.

CHAIR PRO-TEM PARDO: Okay. That's fine.

CITY ATTORNEY RYAN: I'm getting my direction tonight.

CHAIR PRO-TEM PARDO: I -- I want to make sure I get a copy of it, please.

CHAIRPERSON BROOKS: So everybody should get a courtesy copy of the draft?

CITY ATTORNEY RYAN: You will get a -- you'll get a courtesy draft copy --

CHAIRPERSON BROOKS: Okay.

CITY ATTORNEY RYAN: -- before the final is done.

CHAIR PRO-TEM PARDO: Right.

CHAIRPERSON BROOKS: Okay. And there's -- okay. We're now down to 26A --

CITY CLERK WARD: Public Comment Cards.

CHAIRPERSON BROOKS: Oh, we do have -- okay. I'm sorry. We have Fane Lozman followed with Dr. -- Dr. Wynn. Okay.

FANE LOZMAN: Fane Lozman. Uh, Michael Gelles [phonetic] asked me to appear before you tonight to tell you and remind you that back in 2008 you said when that lease expired it would go out for bid. At that time Michael Gelles offered $22,500 a month to lease the Tiki Bar. That was above the City's appraised value of $19,000. That was mentioned in the Joint Legislative Audit Report. And members on this panel said when that lease expires in 2011 an RFP will go out for bid.

UNIDENTIFIED SPEAKER: Uh-huh.

COUNCILPERSON DAVIS: (Inaudible).

FANE LOZMAN: Michael Gelles is prepared to come in this week with a cashier's check for 22,500 times three, first month, last month and security deposit, to run the Tiki Bar for the next year. And given how this City gets caught up in all its stuff, it could be two or three years until the groundbreaking occurs. But the point is, you have an obligation as elected officials, especially after you saw what happened in the Joint Legislative Audit Report, to maximize the income coming into that Tiki Bar. You feel bad for the Gregory Group. One of his former managers told me he makes over a million bucks a year there. So you're walking -- you walked away since you renewed the lease last time of over $800,000.

Now, I've been told -- and federal investigators are looking into it -- as to why did you do that. Why would you walk away from the extra couple hundred thousand dollars a year? Hmm? Well, we can allege why we think you did but we have a feeling why at least one person on this board did do that. Now, why? I think -- I'm not going to say who it is but let me ask you a question.

I'd like to say Mr. Lowe said when that lease is up and Miss Pardo said when that lease is up, it's gotta go out for bid. We can't keep getting 6,500 bucks a month when the appraised value is 19,400 and we have an offer for 22,500. Why are you continuing to subsidize a guy who makes over a million bucks a year? You ought to put the guy -- 30 -- month-to-month lease means you don't get any notice.

Your lease is over after 30 days. You gotta kick this guy out and put it out for bid for the next year. For the next two years. You don't know how long it's gonna be. But why are you basically defrauding the City of that money? What's your motivation? Gregory's making a ton of money. He's been making a ton of money there forever.

Why are you defrauding the -- this city of money when a guy wants to come in here at 22,5? You may put it out for bid and Johnny Longboats will come in there for 30,000 a month. You have an obligation to follow the law. The law is when you expanded their lease area, you didn't put that extra lease area out for bid. You expanded their lease area from '04 to '08 and you didn't put that other 6 or 8,000 square feet out for bid. You sole-sourced that.

COUNCILPERSON DAVIS: Council didn't do that.

FANE LOZMAN: A state of -- and that example, state prosecutor can nail all of you. And I've been trying to get the former state attorney to do that very thing. And I said, "Don't take my word for it. Look at the Joint Legislative Audit Report." But the fact that here you are four years later doing the same thing, congratulations. We've got a new state attorney. Some of you guys are gonna have a big problem.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis?

COUNCILPERSON DAVIS: Just to clarify one thing: Council did not authorize the extension of the Tiki. It was done without my knowledge, anyway. It did not come to the board.

CHAIRPERSON BROOKS: And the records just stand for that, not any of us were aware of it. Next we have 26A.

CITY CLERK WARD: Miss -- Miss, uh, (Inaudible).

CHAIRPERSON BROOKS: Oh, I'm sorry, Dr. Wynn. Please. I --

DR. ANGELA WYNN: Hey, how you doing?

CHAIRPERSON BROOKS: I got a card.

DR. ANGELA WYNN: Hi, everybody.

CHAIRPERSON BROOKS: Trying to get out of here.

DR. ANGELA WYNN: I -- I am so happy today to hear that the Tiki Bar lease is up. I do believe it's on a month-to-month basis. I think 90 days -- you should give them 90 days. As I heard, he's a month-to-month tenant. But it's proper to giving at least 90 days for -- for him to move out. And I believe that's, you know, enough time.

You don't have to have six months when you have a lease, month-to-month lease. So asking -- you know, as a matter of fact, he should have been gone a long time ago. Yes, he made millions of dollar. There is nothing wrong with people making money.

But you're talking about the lease he got for (Inaudible) nothing. The City lost a lot of money to the Tiki Bar. So I'm -- I'm glad he's going. Very happy he's going. And that's all I have to say. I'm glad the Tiki Bar is going and it should be gone a long time. Amen.

CHAIRPERSON BROOKS: Okay. Thank you, Dr. Wynn. Any other cards on that?

CITY CLERK WARD: No. That's (Inaudible).

CHAIRPERSON BROOKS: Well, that was just a discussion. No need for a vote. Next, 26A.

CITY CLERK WARD: 26, Property acquisition update, 1481 W. 15th Street, Riviera Beach, Florida.

CITY MANAGER JONES: Right now I'd like to ask Danny Jones, the Interim Deputy City Manager, to give you an update. You have a written, um, memorandum and supporting documentation of the things that have occurred since we last met and reported to you. We have been diligently working through this due-diligence period in order to uncover every rock, everything that we possibly can in order to make sure that we are comfortable with the acquisition of this property. So right now I'd like to ask Mr. Jones to give you a summary of the things that have taken place. And then at -- we will answer any questions that you may have.

INTERIM DEPUTY CITY MANAGER JONES: Madam Chair, members of the Council, on December 17th at a workshop, the city council requested a -- an additional 45-day due-diligence period for the acquisition of the property, and the owner at that -- GEU agreed to allow us more time to investigate.

The -- one of the key issues we wanted to investigate was the hardening of the building, including the roof and windows. The City contracted with Andrew Morgan, a licensed professional, to evaluate the roof windows and doors and determine if those items met the current building code which changed after -- the building was built in 2006 to a set of building codes which changed in 2012. And we wanted to know if that -- those particular areas met the current building code.

After the professional we hired, Andrew Morgan, looked at the doors, windows and roof, it was determined that the doors and windows did not meet -- actually, I'm sorry, the roof did not meet the code and we notified the seller. The seller then hired a separate engineer to look at ways of retrofitting the facility to make it meet the 180-mile-an-hour wind codes.

Our professional reviewed those documents and agreed with the method that will be used to make the building meet the 180-mile-an-hour wind code. We then had BRI

Consulting Group do an entire inspection on all the facilities there. And there were some routine maintenance-type items that were in -- and your backup you'll find all the different reports that I'm speaking to.

BRI Consulting Group found some routine maintenance-type items that needed to be taken care of. And those items are listed as a part of the second amendment for the seller to provide those improvements and a specific timeline has been outlined. As well as those things listed in number one for hardening the roof and doors, will be paid for by the seller and a specific timeline has been outlined for those upgrades.

We also had our consultants look at the cost to building out the facility. The City retained Song + Associates to conduct the analysis of the program and space proposed in association with the project. And at this time it has been determined that an estimation of approximately $7.9 million would be needed to build out the facility.

Those were our three major issues for the due-diligence period. The staff still remains committed to the original budget of $13 million to get this project done, but those are our estimates that we received from the professionals that we consulted with at this time.

All the documents that you have in your backup support the findings in the due diligence, and the amendment along with the second amendment outlines how the seller will be responsible and outlines a timeline when those items will be upgraded and improved. If you have any questions I'll be more than happy to try to answer those questions now.

CHAIRPERSON BROOKS: Okay. Open to the board, please, if you have any questions.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo?

CHAIR PRO-TEM PARDO: I have a couple of questions. Mr. Jones, did I hear you right? You said that the building was built in 2006?

INTERIM DEPUTY CITY MANAGER JONES: Well, it was C-O'd -- it was -- I think they started building in 2004 and I think it was C-O'd in 2006.

CHAIR PRO-TEM PARDO: Okay. And so the seller is going to give us $50,000, right, for improvements?

INTERIM DEPUTY CITY MANAGER JONES: The seller will make the improvements to the facility and that's an estimated cost of those improvements.

CHAIR PRO-TEM PARDO: And do we have any idea how much a roof would cost for the 60,000 square feet building?

INTERIM DEPUTY CITY MANAGER JONES: At $8 a square foot, Terrence Bailey?

CITY ENGINEER TERRENCE BAILEY: A budget that size --

INTERIM DEPUTY CITY MANAGER JONES: Here, stand over here.

CHAIR PRO-TEM PARDO: Uh-huh.

CITY ENGINEER TERRENCE BAILEY: (Inaudible). Terrence Bailey, your City Engineer. A 60,000-square-foot roof on a project that size going up to the 180-mile-an-hour wind load --

CHAIR PRO-TEM PARDO: Uh-huh.

CITY ENGINEER TERRENCE BAILEY: -- has an estimate of 8 to $10 a square foot, which would put us solidly in the half a million to $650,000 range to replace that roof.

CHAIR PRO-TEM PARDO: Okay. And I'm asking that because I did read the inspection by BRI. And it says in here -- you know, they're talking about the main building. And it says the roof system is approximately halfway through its life expectancy. So I just want to make sure that you're also accounting for that cost. You know, down the road, all right, halfway through its life expectancy, and here's a building --

INTERIM DEPUTY CITY MANAGER JONES: That's an estimation on their part.

CHAIR PRO-TEM PARDO: Okay.

INTERIM DEPUTY CITY MANAGER JONES: I think it was a 20-year roof and they're in year eight.

CHAIR PRO-TEM PARDO: Uh-huh. All right. Well, I'm just saying, you know, we're not the engineers here. You know, we hired a consultant, right? And we're going along with everything else he says so I think, you know, that's something that we all need to consider, too. The other thing, um, you know, the other meetings we had, you guys were touting that we were going to save two and a half million dollars. Are we still saving two and a half million dollars on this project?

INTERIM DEPUTY CITY MANAGER JONES: Based on the original budget and what was -- we originally spoke about, no, ma'am. The estimated savings will be approximately a million dollars now. The costs for the Public Safety facility were higher than anticipated. The cost for the --

CHAIR PRO-TEM PARDO: Of course.

INTERIM DEPUTY CITY MANAGER JONES: -- the estimated cost for the Public Works facility was estimated pretty correct.

CHAIR PRO-TEM PARDO: Okay. So we're still estimating. So it can be, you know -- that million dollars can be even less?

INTERIM DEPUTY CITY MANAGER JONES: No, Song + Associates did the cost estimates for us, anticipated costs.

CHAIR PRO-TEM PARDO: Uh-huh. And didn't they do that originally, too, for the two and a half million dollars that we were going to -- you know, the original savings?

INTERIM DEPUTY CITY MANAGER JONES: No, ma'am.

CHAIR PRO-TEM PARDO: But you know what? I'm not gonna beat the horse.

INTERIM DEPUTY CITY MANAGER JONES: Okay. Right.

CHAIR PRO-TEM PARDO: I think everyone knows how I feel about this. I still think that the City of Riviera Beach deserves a brand new, spanking new police station and a brand new Public Works building. I am just so sick of it. It's, you know, hand-me-downs and it's almost like we don't believe that we deserve better. And to go and take, you know, the property over in the warehouse district, I don't think it's the right thing to do. We're taking the public safety off of Blue Heron Boulevard, out off of, you know, the main thoroughfare of this city.

And I spoke with residents who were part of the committee back when Mayor Brooks was able to find the money to build this facility. There was a group of residents who got together and they looked all around the city to decide where the best place for City Hall was. And this is where -- this is what they came to.

All right? And I think they made a great decision. And now to say we're going to take some guy out of his bad investment, we're going to throw money into the building and rehab the building and you have an engineer here telling you that the roof is halfway through its life expectancy -- there's other things. You know, we see the pictures. And again, I'm not an engineer. But, um, to me, it doesn't -- it still doesn't make sense.

And I understand, you know, back when the city manager was telling us we were saving two and a half million dollars. Then maybe it was a little more appealing. But now we're down to maybe saving a million dollars and that's an estimate. The City of Riviera Beach deserves more. The people deserve more. The employees deserve more. We've been budgeting for a brand new building for years.

And I didn't support it months ago. I'm not supporting it today. 'Cause I believe we deserve brand new. Not, you know, hand-me-downs. Thank you, Madam Chair.

CHAIRPERSON BROOKS: You're welcome, Miss Pardo. Well, you know, this due-diligence process was to allow us to see if, in fact, this is something that we need to move forward with, and that's really what this report is all about. And we can just, you know, make a decision from that. I -- I also --

AUDIENCE: (Inaudible).

CHAIRPERSON BROOKS: Yes?

AUDIENCE: (Inaudible).

AUDIENCE: Yes.

CHAIRPERSON BROOKS: Uh-huh.

AUDIENCE: Okay.

CHAIRPERSON BROOKS: Yeah. Given -- we were talking about the original amount of what, $20 million, was it? That was going to go forward for the different -- for the police department and --

INTERIM DEPUTY CITY MANAGER JONES: 15.5.

CITY MANAGER JONES: 15 point --

CHAIRPERSON BROOKS: It was 15 something? Okay.

CITY MANAGER JONES: -- 15.5.

CHAIRPERSON BROOKS: Right. Okay. So now we're down to a savings of about one million. With what was proposed back then when we came up with 15 million, would that figure still be the same today at 2013 that was given in 2011 or 2012? We said it was 15 million now -- then; would it be 15 million now? I mean, it's just a guess, but given --

INTERIM DEPUTY CITY MANAGER JONES: That's one of the considerations is that when we originally programmed the police building, it was prior to 2012, so the code was different. So we would have to reprogram the facility if it was here. And there may be some added costs because of the -- the code change and the code upgrade I think took place in March of 2012.

CHAIRPERSON BROOKS: So when we say 15 million and looking at the difference between that cost then and this cost now, the figures could change?

INTERIM DEPUTY CITY MANAGER JONES: Yes, ma'am.

CHAIRPERSON BROOKS: How many days we have now? You said there's been additional days given to us. So this is it?

CITY MANAGER JONES: The end of your due-diligence period was Monday the 4th.

CHAIRPERSON BROOKS: Okay.

CITY MANAGER JONES: And if you go along with staff's recommendation, because we can't see any major impediments to this, then tentatively the closing is set for Monday, February the 11th.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes. Yes, Mr. Thomas.

COUNCILPERSON THOMAS: Um, I have -- I have a few questions. I just want to make sure I heard you correctly. If the building was -- if we didn't -- if we did not go forth with this particular plan and we built the buildings that we need to build, are you saying that there are going to be some added costs to -- to that? Did I hear you correctly with that?

INTERIM DEPUTY CITY MANAGER JONES: Could be added costs because the programming was based on the codes prior to 2012.

COUNCILPERSON THOMAS: Well, how -- I mean, that's -- that's something vital to, you know -- to -- to know. Because what I'm concerned about is the -- in the police station that was originally designed to be here, there was an emergency center in there, correct?

INTERIM DEPUTY CITY MANAGER JONES: Yes, sir.

COUNCILPERSON THOMAS: An EOC in there?

CITY MANAGER JONES: Yes.

COUNCILPERSON THOMAS: And is there -- now that you can't put the emergency center in the building that's on 13th Street?

INTERIM DEPUTY CITY MANAGER JONES: No, sir. Those estimates do include the EOC Center.

COUNCILPERSON THOMAS: So those -- the -- the estimate that we have, it's -- it includes the EOC Center for --

INTERIM DEPUTY CITY MANAGER JONES: -- for the location on 1481 W. 15th, the GEU property.

COUNCILPERSON THOMAS: Okay. All right. So I -- I mean, I've just been hearing -- I just want to make sure I'm clear. Is -- does this have to be a stand-alone building now?

INTERIM DEPUTY CITY MANAGER JONES: No, sir. It will be a building contained inside of the main facility. But the EOC will be included in this -- in the renovation and the upgrade of the property.

COUNCILPERSON THOMAS: Okay. And the two and a half million that was originally supposed to be realized, um, that -- which was supposed to be some seed money for some other development, how does that affect the new -- how does that affect the -- the development past the police department? With the loss of that revenue, the million and a half dollar loss of revenue, how does that affect the original seed money that we were going to have for phase 3 and 4?

CITY MANAGER JONES: With phase 3 and 4, um, you still have resources in order to do your plans and to get done all of your preliminaries, your drawings, your engineering. You are always going to have to go out and get the money for construction.

COUNCILPERSON THOMAS: I mean, well, if you're saying that we've lost a million and a half dollars in savings, that's significant. So I'm trying to figure out how can we still do all of this if we lost a million and a half dollars in savings. That's what made it attractive to me, the amount of money that we --

CITY MANAGER JONES: Yeah.

COUNCILPERSON THOMAS: -- were saving to be able to do the -- so I -- I mean, how -- how do -- how does it still work if we've lost that amount of money?

CITY MANAGER JONES: What you do is you value-engineer the project. And you'll hear in construction used like design build, maximum price. This is how much money I got. When you send your solicitation in to -- to construct, this is all the money that I have. That's kind of value engineering, negotiating with individuals. 'Cause when you get an estimate from a professional, the professional is going to make sure it's a good number in order to keep up their credibility in the field and with their colleagues.

And staff feels that we can value-engineer this particular project as well as we have began to identify additional grants for the EOC Center, which was always the intent, even when it was in the police department, to get -- there are monies from -- that you can get for hardening or either building new EOCs like the one Jupiter and Gardens, they just did.

And so we are looking and have began working with our lobbyists at the state, how do we go about making sure that we try to get additional monies which then means that you get --

COUNCILPERSON THOMAS: I -- I follow -- I follow --

CITY MANAGER JONES: Yeah.

COUNCILPERSON THOMAS: -- I follow what you're saying on that.

CITY MANAGER JONES: Yeah.

COUNCILPERSON THOMAS: This is my -- this -- this -- this to -- for me, this was attractive because we would have two and a half million dollars seed to go and do some of the other redevelopments that I thought were essential. So I was willing to forego these -- these two buildings and combine them into that property because I'm looking at the savings that were realized.

But I really need to get comfortable with you telling me that it's approximately a million and a half dollars that we would no longer save that we can still do this. And I just want to make sure that we're just not saying, Well, you know, we've done all this work and we

end that -- we're just going to make it fit some kind of way, because at the end of this, I want to make sure that we got what we say that we want to get. So that, you know, I'm -- I'm -- I'm -- I'm being honest with you. I'm -- I'm not very comfortable right now hearing that we're going to lose a million and a half dollars in savings. And if we're -- if we're not going to really -- if you're not going to be able to articulate how we're going to still do this project, just, I mean, on the -- on the -- on a sound, just hard money versus brick and mortar type thing, then I'm -- I'm very uncomfortable with going in saying that, you know, we're going to try and get grants and we're going to try and do some of those things, when we can go to construction immediately. I was willing to forego that for this particular deal 'cause I -- I still believe it's a good deal if we are able to articulate and make sure that we can do the same things that you originally said after we've gone through this due-diligence period.

CITY MANAGER JONES: Yeah. Um, and -- and -- and we recognize, and we have agonized with the same thing, in that the original cost estimates were on estimates of about $65 a square foot. And now we're being told that it runs about $90 a square foot. So that's where you lost your million and a half. It was --

COUNCILPERSON THOMAS: And how do we know by the time we actually go to retrofit it in another year --

CHAIR PRO-TEM PARDO: Amen.

CHAIRPERSON BROOKS: Yeah.

COUNCILPERSON THOMAS: -- that it's not gonna be more? I -- I -- and I'm not trying to just -- I'm not trying to beat up on the work that you've done. I'm just trying to think ahead a little bit and say, Listen. We thought it was 65 a square foot. Now we find out that it's $90 a square foot and it's only been 90 days. What happens when, you know, we're not in there for another year, you know, a year and a half? Do you -- do you estimate -- is -- are we going to be able to lock in that price now for two years from now? If we are, then I'm okay. If we're not, I have a problem. So if you're saying we can -- we can get that $90 and it's going to stay $90 from -- from here until the time we actually take possession of the building, then I'm okay.

CITY MANAGER JONES: Yeah.

INTERIM DEPUTY CITY MANAGER JONES: Councilperson Thomas, our initial assessments were made internally in house and those numbers -- the number of $65 a square foot was done internally. And when -- we had to come up with a number to bring forth to the Council to start the process. And as a part of our due diligence, when we really start digging -- you know, we dug down deep into the, uh -- the EOC part of this particular project and the upgrades for the code, that caused change.

But you have to keep in mind, too, that the facilities we were building was about 65,000 square foot total. And the facilities we're looking at purchasing now would be over 122,000 square foot. So there's some -- that's --

COUNCILPERSON THOMAS: I understand that. That's --

INTERIM DEPUTY CITY MANAGER JONES: -- double.

COUNCILPERSON THOMAS: -- double.

INTERIM DEPUTY CITY MANAGER JONES: Yeah.

COUNCILPERSON THOMAS: I understand that they're double. Let me -- let me ask you this question. This will be my final question: If we did not do this project, when could we go out for construction on the Public Works and the Police building? If we did not do this project, when can we go out? When can we -- when could we be going out for -- going out to bid to build these two facilities?

INTERIM DEPUTY CITY MANAGER JONES: I'd say Public Works could be within three to four months because they've already had site plan approval. And the police department would be about eight or nine months because we've yet to do the design.

COUNCILPERSON THOMAS: Okay. That's it for me.

CHAIRPERSON BROOKS: Well, then, I really feel that what should have been a part of this report was what might be the increased cost for the police building and for Public Works. And given that information, we might see that, in fact, we would still have a savings based upon purchasing this property as compared to what the new figures might be for the police and Public Works.

Um, we don't have it. I believe that it's going to be more and maybe we'd still come up with the same kind of savings. Like Councilman Thomas, you know, we were just excited about that $2.5 million and right now we're -- it has been reduced to one million and it might even be reduced even further. And it --

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes. Yes.

COUNCILPERSON THOMAS: I just need to make sure that I'm understanding this right. Being that we passed Monday, if we don't take this -- if we don't do this, then we lose the quarter of a million dollars? We forfeit that?

INTERIM DEPUTY CITY MANAGER JONES: The due-diligence period ended Monday afternoon at 5.

CHAIR PRO-TEM PARDO: Without coming to us.

CHAIRPERSON BROOKS: So you're saying what, now? We -- we're about to lose what, now?

INTERIM DEPUTY CITY MANAGER JONES: The due-diligence period ended Monday

afternoon at 5.

CHAIRPERSON BROOKS: And? But is there -- are you saying that there's a cost now that we must bear?

INTERIM DEPUTY CITY MANAGER JONES: If we decide not to close, yes, ma'am.

CHAIRPERSON BROOKS: And what is that cost?

INTERIM DEPUTY CITY MANAGER JONES: Our deposit.

CHAIRPERSON BROOKS: And that is --

COUNCILPERSON THOMAS: But did -- 250,000.

INTERIM DEPUTY CITY MANAGER JONES: 2 -- yeah, $250,000.

COUNCILPERSON THOMAS: But didn't -- did we not say that we wanted to make sure before we lost anything? That was what the additional 45 days was for. So why is it now that we're going to lose $250,000 when I know for a fact that is why we asked for the additional 45 days? Why is that?

CITY MANAGER JONES: The -- the -- the issue -- in fact, we were working on these reports and with the developer up till Monday. Um, and getting them -- and once they got the reports, to say, Look, you need to fix this. You need to be responsible for this. You need to be responsible for this and doing the second amendment to the contract so that they would sign saying, Yes, they would do all of these things. And we finally got that complete 5:00 on Monday.

COUNCILPERSON THOMAS: Miss Jones, I'm sorry, but this is unacceptable.

CHAIR PRO-TEM PARDO: It is --

COUNCILPERSON THOMAS: This is unacceptable.

CITY MANAGER JONES: Okay.

COUNCILPERSON THOMAS: And if we lose the $250,000, I'm very upset by that because that's what the initial 45 days was. That's not up to us to make sure that we're keeping up with the dates. That's up to the staff.

CHAIRPERSON BROOKS: Right.

COUNCILPERSON THOMAS: And if we were coming close to that time, we should have called a special meeting.

CHAIRPERSON BROOKS: Special meeting.

COUNCILPERSON THOMAS: We should have done whatever it took. That's

unacceptable. I'm really not happy about that. That makes me not be able to trust what you all are telling, you know, us about this. I'm -- you know, I'm trusting you all. I'm trusting you all to give that to me because that's what I'm giving to the citizens. That's ridiculous. That is so ridiculous and I'm not trying to chastise you but that's ridiculous to lose a quarter of a million dollars just because we didn't call a meeting like this to say whether we wanted it or not. I cannot move forward like that.

CHAIRPERSON BROOKS: And I would like to have all of the council members present when we make a decision on this. And Miss Davis has had to leave because there's been an emergency with her. And I would like to know if the -- if the board would just like to wait till -- when we can have the full board to discuss this and move forward?

COUNCILPERSON THOMAS: Might as well.

CHAIR PRO-TEM PARDO: Well, I don't --

COUNCILPERSON THOMAS: We're going to pay $250,000.

CHAIRPERSON BROOKS: Yeah. We've already lost that so --

CITY ATTORNEY RYAN: Well, what we would --

CHAIR PRO-TEM PARDO: Well, do we have to do something by Monday?

CITY ATTORNEY RYAN: Well, I -- Madam Chair?

CHAIRPERSON BROOKS: Yes.

CITY ATTORNEY RYAN: -- the closing is set for Monday. The -- the due-diligence period ended at 5:00 on -- on -- on Monday and that's why I don't -- I don't think Miss Ward read the resolution but we drafted a resolution for the city council to ratify the city manager's -- the fact that she executed the first amendment, which was to extend the days to 45. And -- an extra 45 days. And the second amendment which allowed them to give us an additional $50,000 in escrow. So they -- so that we could move forward.

So she did that and the resolution that is before you tonight would have ratified that because you all have -- you need to do that. And also, um, we were requesting that you authorize the manager to sign the closing documents because the Mayor has refused up to date to -- to this date, to sign any of the documents associated with this purchase and sale.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo?

CHAIR PRO-TEM PARDO: I just think it's very curious that we didn't reach an agreement with this guy until 5:00 on Monday with him knowing that the due-diligence period ended at that time. You know, you would think if, you know, someone's going to

negotiate in good faith, we would have been at the table with him last week. There would have been, you know -- he would have came to us with the $50,000 and then called a special meeting. All right? So he's the guy -- either way, whatever we do, he's the guy walking away with money in his pocket.

INTERIM DEPUTY CITY MANAGER JONES: The -- the main delay for the due diligence were the two professional engineers coming together on the upgrade of the roof. If you look at the dates on the letters, they kind of outline those dates and when those documents were sent to the City and to GEU.

COUNCILPERSON THOMAS: But a deadline is a deadline.

CHAIR PRO-TEM PARDO: But a deadline --

CHAIRPERSON BROOKS: A deadline, yeah.

CHAIR PRO-TEM PARDO: -- absolutely.

COUNCILPERSON THOMAS: You know, a deadline is a deadline.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON THOMAS: And we -- we just can't keep operating like that. A deadline is a deadline. You know? So I mean, I -- I do not want to close. Now, I'm just putting what I want to do out there. I do not want to close, especially under this type of condition.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mayor?

MAYOR MASTERS: Thank you. I read somewhere about the handwriting on the wall. And someone interpreted the handwriting on the wall when others did not or could not.

I've said that to say this. It's -- it's clear to me that we've had sign after sign after sign after sign that this deal has just fallen apart. And, um, for me and my house, whoever house that is -- me and my house, that -- that Scripture that says, "Me and my house will serve the Lord," well, me and my house -- me and I, I didn't sign it from the -- from the beginning 'cause I -- in my heart I knew then something was wrong.

This guy is all over the place. And I don't think that we ought to be on a -- go any further with -- with this guy. And he tried to lease it. He couldn't lease it. Couldn't rent it. Then he found us and we became gullible to this -- this sale. I think it's a bad -- I'm just gone that call it like it is, the way I see it. No one has to see it the way I see it. It's a bad deal. It was bad from day one. It's bad now. It's gonna be bad tomorrow.

UNIDENTIFIED SPEAKER: (Inaudible).

MAYOR MASTERS: So I feel we ought to just move on. The police -- let me just finish, please, and I'll be through. Our police department deserves a new police department, state of the art from the ground up.

CHAIR PRO-TEM PARDO: That's what I say.

MAYOR MASTERS: And the same thing with Public Works. That's what I'm for. That's why I didn't sign it and I'm not going to sign it. We need to move forward. I can't sign it in good faith. Thank you. I'm finished.

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: Mr. Lowe?

COUNCILPERSON LOWE: Yes. I think this deal is getting picked apart. And I believe that first of all, you're talking about 60,000 square foot versus 120,000 square foot. Those aren't the same numbers. That's -- that's double the value, double the property value. The numbers -- the numbers aren't going to match anyways. The value is there. If the code changed in March, it's going to change for the new building.

You know, you're still going to incur that cost when you go back and do the design and construction for the new building. This deal is just getting picked apart. That's -- that's all it is. It's the same old, same old that goes on here with this -- with this -- with this body. You know? Things change. Things change. And, you know, we're -- we're getting where we can realize improvements, not only to the service to our residents, improvements to the neighborhood, improvements to response time -- because we're locating our facilities in areas that need this kind of help. The areas are close to Federal Gardens, Harmony Heights, Monroe Heights, all of the -- all of the areas that -- that -- that require a lot of attention and services in this -- in this community. Um --

CHAIR PRO-TEM PARDO: I'm comfortable voting it down.

COUNCILPERSON LOWE: -- I mean, the wheels were set into motion. We did our due diligence. The two main concerns were the -- the roof issue and one other concern and they've addressed it. They said that they would pay for it. Am I -- am I -- am I right in --

CITY MANAGER JONES: Uh-huh.

COUNCILPERSON LOWE: So nothing -- I mean, there's no significant change. All the numbers that's being thrown around, Song -- Song + Associates could have been high. They're customarily high, in my opinion.

I know they're high. So I mean, we're in a position to -- to, um, move leaps and bounds. And if we miss out on this opportunity, I just don't think it'll ever come around again. And brand new -- brand new facility, this is a -- this will be a new facility. You know? And we'll get a police station. We'll get a Public Works building and we'll get an Emergency Operations building. And we'll have double the room to conduct all of this --

all of these services out of it. You know, it's -- it's -- all of this -- all of this speculation and fear, it's just -- it's killing the deal. You know, I'm comfortable with it and I live here just like everybody else. Just because I'm on the council don't mean I care less. And you know, it would be arrogant of me to say that I care more but I do care a great deal. And I wouldn't want to be a part of any situation that would put the City in bad light or waste the taxpayers' money. This is different. And different things scare people. But you know, I'm still confident that this would be a good move for the City. And that's -- that's just my opinion. But I happen to be a little bit more optimistic about Riviera Beach than most. So --

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo.

CHAIR PRO-TEM PARDO: Well, I'm optimistic and a realist and a taxpayer. And --

COUNCILPERSON LOWE: And I'm one, too.

CHAIR PRO-TEM PARDO: -- and I think one thing that we need to remember, you know, we're throwing around how the -- the facility in the warehouse has more space. But you also need to remember with the Public Works building, we're not moving the fuel tanks. So our crew will still have to go over to the old Public Works facility to fuel the trucks, just like the fire engines and everyone else. All right? So that's something that we need to take into consideration.

And I think if anything is compelling, it is the statement that the engineer just made that we can start -- we can go out for bid in three months to get that Public Works building moving. And the -- and the police station within six months.

MAYOR MASTERS: Brand new.

CHAIR PRO-TEM PARDO: Instead of -- brand spanking new, instead of waiting 18 months for the tenant to move out. And remember, the tenant who is paying his rent to the seller. So it's very compelling for me to, you know -- y'all know I didn't like this deal in the beginning. We're now down a half -- a million and a half in savings and God knows if we're going to be expending even more money at the end.

CHAIRPERSON BROOKS: Mr. Sherman?

FINANCIAL DIRECTOR SHERMAN: Yes, Randy Sherman.

CHAIR PRO-TEM PARDO: It is what it is.

FINANCIAL DIRECTOR SHERMAN: Director of Finance and Administrative Services. Let me clarify two points. If you walk away from this deal, they get the security deposit and that's $250,000. You no longer will have enough to go back to the other plan. The other plan was 15 and a half million dollars. You'll no longer have 15 and a half million dollars. And we don't know if the code will actually add to that 15,5. That's the first

point.

Second point that I want to make is we did the cost estimates. Song + Associates came in, made some cost estimates. As was stated, the staff is still committed to that $13 million budget that's passed. We can't spend any more than $13 million without coming back. When you issue the RFP, the RFQ, however you want to phrase it, it is going to say this is the amount of money that we have to spend. You design it within that budget. You build it within that budget.

Now, if somebody comes back and you don't like the finishes that come back because they're trying to stay within that budget, then we can talk about trying to find some more money to put into the project if that's really what you want to do. But the budget that you've adopted is only $13 million. The documents will be released and will say that and that was where the bids are going to have to come in.

Now, again, we have no guarantees. We have estimates right now. We have no guarantees what constructions are going to be 18 months from now. I'll give you that. But we also don't have a competitive bid. We have one firm's opinion. Okay? And as -- as Miss Jones said, they're always going to be high. They don't want to get caught being low.

CHAIRPERSON BROOKS: Uh-huh. Uh-huh.

FINANCIAL DIRECTOR SHERMAN: Nobody's going to come in and give you a low number just to make the number look good. They're always going to be on the high side. Okay?

COUNCILPERSON THOMAS: Mr. Sherman? Madam -- Mr. Chairman?

CHAIR PRO-TEM PARDO: Madam --

CHAIRPERSON BROOKS: Uh, wait. Just a minute. Hold on. Who --

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

CHAIRPERSON BROOKS: -- Miss Pardo, are you finished?

CHAIR PRO-TEM PARDO: No. I have a question.

FINANCIAL DIRECTOR SHERMAN: Yeah.

CHAIR PRO-TEM PARDO: Going back to the engineering. I was on the board when we hired that -- the company up in Orlando. What was it, ADG?

FINANCIAL DIRECTOR SHERMAN: Okay.

CHAIR PRO-TEM PARDO: Okay. Now, there's -- we hired them because they're supposed to be the top in the field. They're the guys that build these, um -- these

facilities. All right? Police stations, fire stations. So you're telling me that they didn't know that this code was coming down in 2012?

FINANCIAL DIRECTOR SHERMAN: (No audible response).

CHAIR PRO-TEM PARDO: I just -- I have a hard time believing that.

CITY ENGINEER BAILEY: We -- we would have to research but I believe that RFP was done in late 2009 and 2010.

CHAIR PRO-TEM PARDO: Right. But weren't they still doing work in

CITY ENGINEER BAILEY: What's that?

CHAIR PRO-TEM PARDO: They were still doing work for us.

CITY ENGINEER BAILEY: They were -- they were doing -- they were doing conceptual design during that period.

CHAIR PRO-TEM PARDO: Right.

CITY ENGINEER BAILEY: Interviewing the occupants.

CHAIR PRO-TEM PARDO: Right.

CITY ENGINEER BAILEY: Understanding the program and what the needs were during that time.

CHAIR PRO-TEM PARDO: Right. And they're the ones that came to us and said that it would cost us, well, anywhere -- I think we approved budget for -- I'm just --

UNIDENTIFIED SPEAKER: Yeah. (Inaudible) million (Inaudible).

CHAIR PRO-TEM PARDO: Right. Originally it was gonna be nine million and then we said --

INTERIM DEPUTY CITY MANAGER JONES: No, it was originally --

CHAIR PRO-TEM PARDO: -- Okay. We would -- we would raise it to either 10 or 11 million in

INTERIM DEPUTY CITY MANAGER JONES: It was about approximately 11 million.

CHAIR PRO-TEM PARDO: Right.

INTERIM DEPUTY CITY MANAGER JONES: And we never got to the design level to get to those specifics.

CHAIR PRO-TEM PARDO: Okay.

INTERIM DEPUTY CITY MANAGER JONES: We never -- the most that they've done is completed the survey work on this site.

CHAIR PRO-TEM PARDO: Okay. But when did we approve that $11 million? A year and a half ago?

INTERIM DEPUTY CITY MANAGER JONES: I want to say --

CITY MANAGER JONES: Longer than that.

INTERIM DEPUTY CITY MANAGER JONES: -- January -- June 16th of 2010, I think.

CHAIR PRO-TEM PARDO: Okay. So they had no clue that these regulations were going to change?

INTERIM DEPUTY CITY MANAGER JONES: I can't answer that but I know we didn't get to the design part of it, which --

CHAIR PRO-TEM PARDO: Uh-huh.

INTERIM DEPUTY CITY MANAGER JONES: -- would have -- those -- those regulations would have come out then.

CHAIR PRO-TEM PARDO: Right. But you would think that, you know, if they're experts in their field, they would have been aware that these changes were coming down the pipeline. Whatever.

COUNCILPERSON THOMAS: Madam Chair.

CHAIRPERSON BROOKS: Were -- the changes in these new codes that we're talking about now, were they in effect at the time when we looked at the proposed cost for both the police and Public Works?

INTERIM DEPUTY CITY MANAGER JONES: They -- they went in effect in March of 2012. But we were unaware of those codes until we actually started looking at retrofitting the building and having Song + Associates and the engineers look at it.

CHAIRPERSON BROOKS: No, I meant when we -- when we came up with a projection of the cost for Public Works.

INTERIM DEPUTY CITY MANAGER JONES: No, ma'am. We did not. We did not take that into account.

CHAIRPERSON BROOKS: Those codes -- so what I'm getting to here is that whatever costs were given to us as an estimate for those two facilities will, in fact, increase because of the code?

INTERIM DEPUTY CITY MANAGER JONES: There's a great possibility, yes, ma'am. Because the original --

CHAIRPERSON BROOKS: My question is the codes did change since we got the original estimate for those buildings?

INTERIM DEPUTY CITY MANAGER JONES: Yes, ma'am.

CHAIRPERSON BROOKS: Which you said was in 2009?

INTERIM DEPUTY CITY MANAGER JONES: I think it was June 16th of 2010.

CITY MANAGER JONES: '10.

INTERIM DEPUTY CITY MANAGER JONES: And the code changed March of 2012.

CHAIRPERSON BROOKS: So we know that there will be some additional --

INTERIM DEPUTY CITY MANAGER JONES: Added costs.

CHAIRPERSON BROOKS: -- there's gotta be if the codes have changed and the plans that we had were not in compliance -- are not in compliance now with the -- with the existing codes.

INTERIM DEPUTY CITY MANAGER JONES: They couldn't build a building that was designed in 2010 to 2012 unless it met those particular codes, and chances are they probably wouldn't have met those codes so it would be increased costs.

CHAIRPERSON BROOKS: That's what I'm --

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: -- you know, I'm just trying to get all this information. We're not voting on it. This is brought up for -- really for a discussion.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes?

COUNCILPERSON THOMAS: I want to make sure that I heard what Mr. Sherman said. You said that if we don't go forth with this, we don't -- we won't have enough money to do the original plan, either?

FINANCIAL DIRECTOR SHERMAN: Well, you had 15 and a half million dollars.

COUNCILPERSON THOMAS: Okay.

FINANCIAL DIRECTOR SHERMAN: If you walk away from the deposit, that takes $250,000 out of that 15 and a half million dollars.

COUNCILPERSON THOMAS: Okay.

FINANCIAL DIRECTOR SHERMAN: If the original plan was 15 and a half million dollars, you now no longer even have enough money to do the original plan. And again, the original plan, if it was priced in 2010, is probably going to be more expensive than the 15 and a half million dollars that --

CHAIR PRO-TEM PARDO: Yeah.

FINANCIAL DIRECTOR SHERMAN: -- that you even thought at that point.

CHAIR PRO-TEM PARDO: Yeah.

COUNCILPERSON THOMAS: So I mean, you -- I'm just hearing you say we're stuck between a rock and a hard place.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON THOMAS: You know? I mean, that -- I -- I -- I'm -- I'm trying to get you to offer some --

FINANCIAL DIRECTOR SHERMAN: Well, again, what I -- what I'm trying to say is we put a budget in place for $13 million. When we go out to bid, that -- now, I realize we're going to take the money out to purchase the property. So we're going to go out to bid and we're going to say we have $6.4 million to design and do the fit up on these buildings. That's what we have. Bid on that. If you can live within that budget, if you think you can make both those budgets work, then bid on it.

COUNCILPERSON THOMAS: I get that. But what happens if no one bids? Actually, what happens if no one bids and -- because it's going to probably not be enough that no one is going to walk into something where they're going to lose money. And what was the cost analysis with ADG versus Song? What was the difference in those two?

FINANCIAL DIRECTOR SHERMAN: Do you remember?

UNIDENTIFIED SPEAKER: It was a lot.

FINANCIAL DIRECTOR SHERMAN: ADG, I believe, was higher, weren't they?

UNIDENTIFIED SPEAKER:

UNIDENTIFIED SPEAKER: I mean, it was much higher.

CITY MANAGER JONES: Uh-huh.

CITY ENGINEER BAILEY: We had never asked ADG to do a cost assessment on the entire project because they only do police buildings. That -- that was their specialty.

COUNCILPERSON THOMAS: Okay.

CITY ENGINEER BAILEY: They only do police. They don't have a clear

understanding of Public Works so we had never asked them to do a budget for Public Works moving to the new facility. So it --

COUNCILPERSON THOMAS: What about police? Just give me police, then. What -- what -- what was the cost between Song and ADG for the police building?

CITY ENGINEER BAILEY: I don't have that number on me available. I -- it's -- it's been a while since I -- I've seen it.

CITY MANAGER JONES: Was it a (Inaudible)?

CITY ENGINEER BAILEY: No. ADG had a -- a pretty significant estimate for doing the police component.

INTERIM DEPUTY CITY MANAGER JONES: When they talked about redoing the police component, ADG wanted to remove all the doors, all the windows, all of the, um, roof -- and the entire roof. So their estimate included replacing and removing all of those items. When actually, there could -- those items could have been upgraded. So their cost was exorbitantly high. because their costs were removing and replacing those items. They gave a cost of -- of a million dollars just to remove the roof. To remove and replace the roof.

CHAIR PRO-TEM PARDO: Mr. Chairman?

CHAIRPERSON BROOKS: Yes, Miss Pardo.

CHAIR PRO-TEM PARDO: Okay. Going back to, you know, building Public Works, you know, in three or four months from now and the police station by the end of the year, don't you guys think that the -- the cost to build is going to be less now than in 18 months or -- or two years? You know, there's speculation that the economy is going to be turning around, that, you know, housing starts are -- you know, they're starting to come around. So don't you think the price of materials would be higher in two years than right now?

CITY ENGINEER BAILEY: Currently the schedule that we were looking at under this proposed plan will be to do the design throughout the balance of 2013.

CHAIR PRO-TEM PARDO: Uh-huh.

CITY ENGINEER BAILEY: And go out to bid preferably in January of '14. Knowing that our procurement process is a two- or three-month, even four-month process, it was my hope to have a -- to be coming back to you in the first quarter of 2014, exactly one year from now, with a contractor on board. Therefore, freezing our costs of construction at a 2014 price. Again, we come to with counsel. We would have to execute the contract, do meetings, go through the permitting process or complete the permitting process through Community Development and not until May 1st, after Zachry had left the building, could they begin construction. So we're really looking at more of a nine- to 10-month cost difference in the way of commodities and materials for construction, not a

two-year period.

CHAIR PRO-TEM PARDO: Okay.

CITY ENGINEER BAILEY: Under the -- under the timelines that we have laid out.

UNIDENTIFIED SPEAKER: And it's supposed to be (Inaudible).

CITY ENGINEER BAILEY: Yes.

CHAIR PRO-TEM PARDO: But I could tell you Public Works is ready to go because we were ready to go out for bid --

CITY ENGINEER BAILEY: Yes, Public Works has a much shorter timeline to go out to bid.

CHAIR PRO-TEM PARDO: Absolutely.

CITY ENGINEER BAILEY: In the three- to five-month timeline.

CHAIR PRO-TEM PARDO: Right. All right. So you're talking about a savings there.

CHAIRPERSON BROOKS: You say there's -- there would be a savings?

CHAIR PRO-TEM PARDO: I think so. Based on what the markets are saying right now, next year is going to be -- everything is going to be much stronger. So I would think, you know, you're going to have, like I mentioned with the housing starts, okay, things are starting to turn around. So the cost of goods, you'll have more, you know, construction, increased construction going on next week when -- next year so when you have increased construction, the cost of goods go up. So I just -- I really think personally if we move forward -- if we don't move forward with this property over in the warehouse --

MAYOR MASTERS: (Inaudible).

CHAIR PRO-TEM PARDO: -- at the end of the day -- no, seriously, Mayor, you know, at the end of the day --

COUNCILPERSON DAVIS: It's not a warehouse.

CHAIR PRO-TEM PARDO: -- we will be saving money. And you know, you can try to convince me otherwise but I don't think you're going to.

CHAIRPERSON BROOKS: Just to make a comment. I'm -- I'm -- I'm listening to everyone and just trying to write down the -- what we consider the good points here and what we need to be cautious about.

Mr. Lowe mentioned something that's very significant and that is we're getting twice the amount of space for the dollars that we're talk about here, no matter what; is that

correct?

INTERIM DEPUTY CITY MANAGER JONES: Yes, ma'am. And -- and the costs, it wouldn't be for brick and mortar and trusses and those major construction components. The costs for this particular project will be for interior components, just to build out and put walls up and to construct the interior components. So some of those major components, we would -- we would not need concrete, truss, roof. And -- and in answer to your question, yes, we would immediately receive 100 or 2 -- 122,000 square feet.

CHAIRPERSON BROOKS: Uh-huh.

INTERIM DEPUTY CITY MANAGER JONES: Which is double the amount we anticipated building with the original 15.5. Those spaces could be increased to an additional 50,000 square feet if the City so desire today do that.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: You say that -- let me just finish -- that the 13 million -- that the staff is committed to 13 million. I heard Mr. Sherman say that we would go forward with the bids or whatever to ensure that we would be able to trim it to within 13 million. Is that what I'm hearing?

INTERIM DEPUTY CITY MANAGER JONES: The budget you approved in December -- I think it was December the 5th when the -- the money was moved around, Mr. Sherman allocated the budgets in such a fashion that only $13 million was allocated to this project.

So when we go to move forward with this project, the only thing you've approved is the $13 million. Now, staff is committed to keeping the project under 13 million with value engineering and by seeking other opportunities. But what you've approved now is 13 million. In order for the -- us to spend more or the -- for this project to cost more than 13 million, this board would have to approve those costs.

CHAIRPERSON BROOKS: Of course you know that's what's scaring some of my members here.

UNIDENTIFIED SPEAKER: Yeah.

CHAIRPERSON BROOKS: Now, with the other 60 -- was it 60 square feet for the other two buildings?

INTERIM DEPUTY CITY MANAGER JONES: Yes, ma'am. Uh-huh.

CHAIRPERSON BROOKS: Again you said that the codes that came into effect in 2012 were not factored in in the cost as projected with these two facilities?

INTERIM DEPUTY CITY MANAGER JONES: And that's all we ever had with ADG is a projection. We -- again, we started in -- technically, we started, I think, January the 6th in 2010, and we came back with a contract in June. So we've been in this police building process for quite some type. And we haven't gotten any farther than the survey level. To get the true cost of building this facility, we have yet to really determine. There's a budget established.

CHAIRPERSON BROOKS: Uh-huh.

INTERIM DEPUTY CITY MANAGER JONES: And that's what we've given our designer, was the budget that you approved for option C, which was a set amount of space. And there was a budget associated with that amount and he was gonna have to design the facility within that budget.

CHAIRPERSON BROOKS: Uh-huh. Okay. Those are just my comments. Miss Davis, uh --

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes. I didn't know if Miss Davis wanted to say something.

COUNCILPERSON THOMAS: I -- I just want to know what happens if no one bids? What -- what -- what -- what happens? 'Cause we've had some situations where no one has bid or just one person bids. You're saying that you're gonna have a cost -- you're gonna say, Hey, you just gotta do it within this cost. If -- if they -- if the -- if we -- 'cause we haven't had any construction companies actually give us any estimates on this. We only have had, you know, architects or whatever. What happens if the construction companies come and say, Look, you said we only got $7 million to retrofit this. It really takes 8.5 or 9 million. We just won't -- we're just not going to -- to do the risk. What do we do then?

INTERIM DEPUTY CITY MANAGER JONES: I think we control the interior build-out for the facilities. And we control a lot of the -- what goes into the project and what's not in the project. And we have the ability to come back before Council and present to you what our recommendations will be if the $13 million, along with the other outside resources, do not hold true.

CHAIR PRO-TEM PARDO: More delay.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes. Yes, Mayor.

PURCHASING DIRECTOR GUY: Excuse me. And, uh, just a point --

CHAIRPERSON BROOKS: Oh, I'm sorry. Okay. Mr. Guy.

PURCHASING DIRECTOR GUY: -- of clarification. I apologize, for the record. We -- I

-- I don't think in any recent time we've had a construction bid where we got no responses.

CHAIRPERSON BROOKS: Hmm.

PURCHASING DIRECTOR GUY: We've had different types of solicitations, but for construction, I can't recall one where we didn't get a bid in, where there were no bids.

CHAIRPERSON BROOKS: (Inaudible).

PURCHASING DIRECTOR GUY: And usually our expectation would be that we would get some, that we would always get responses.

COUNCILPERSON THOMAS: But this won't go out for bid for -- until when?

PURCHASING DIRECTOR GUY: We're saying within the next -- within the next nine months, though.

CITY MANAGER JONES: Yeah.

PURCHASING DIRECTOR GUY: Within the next -- within --

CITY MANAGER JONES: Before the next (Inaudible).

PURCHASING DIRECTOR GUY: -- yeah. Within the next nine months, within this year it would go out.

CHAIR PRO-TEM PARDO: All right. And when are you going to construct?

PURCHASING DIRECTOR GUY: That would be --

UNIDENTIFIED SPEAKER: The 1st.

PURCHASING DIRECTOR GUY: -- that would be --

CITY MANAGER JONES: May 1st.

PURCHASING DIRECTOR GUY: -- May 1st.

CITY MANAGER JONES: May 1st, '14.

PURCHASING DIRECTOR GUY: May 1st.

CHAIR PRO-TEM PARDO: Right. When the other company's out, when they leave?

PURCHASING DIRECTOR GUY: Yeah.

COUNCILPERSON THOMAS: You -- you're basically saying that we're -- we're pretty much forced, you know? That's -- that's basically what you're saying. You're saying,

Hey, look. You're losing 250 no matter what you do.

CHAIR PRO-TEM PARDO: Heads should roll on that.

COUNCILPERSON THOMAS: You close or you don't close, you're losing 250. And if you -- if you're saying, Okay. Well, fine, no problem. We'll go back to the -- to the -- to the original plan, you're saying we don't have enough money to do the original plan.

PURCHASING DIRECTOR GUY: Right.

COUNCILPERSON THOMAS: You know, so you pretty much --

PURCHASING DIRECTOR GUY: We -- we may not, but again, I -- I -- I would say this. To -- to keep a perspective, the 15 million and everything that we'd hoped to get with that, it was always based on the estimate anyway. We're talking about this estimate versus that estimate from them.

CHAIRPERSON BROOKS: Uh-huh.

PURCHASING DIRECTOR GUY: And if you're talking about calibrating the dollars or adjusting them from maybe potential future inflation or that thing, that's the same whether it's the project that we're looking at originally or this project. Especially when you look at the public safety component, because regardless, whether it's this process or the original process, we won't be able to be out on the street for nine months to a year.

If -- if right now, if you said, No, we're gonna go back to the original plan, you're still gonna be a year before you can go out and go out for bid for public safety. And I will say with the staff estimates that were generated for Public Works, those came in at the right figure. They came in at $65. It's the public safety with the hardening that came in at the $90. But, you know, either way, you're always dealing with an estimate. And with estimates, you're never gonna honestly know until you have the bids in.

COUNCILPERSON THOMAS: Okay. I get it. I get it. We just can't walk away from the 250. I understand that. My problem still -- and it won't end here -- is that we should not have been in this position where we're trying to decide --

CHAIR PRO-TEM PARDO: Yeah.

COUNCILPERSON THOMAS: -- after the fact of we have -- we've -- we've basically forfeited the -- the 45 days. That's an issue that I have a problem with. Fine. We're gonna have to go ahead with it. I -- I get it. No problem. But that is still an issue that will be addressed later. I -- I -- I don't think that that was the right thing to do. I -- I -- I think that it was a big problem for me. I don't know about anybody else but having us decide two days after you already gonna have the -- the -- you already gonna have to up a quarter of a million dollars, that's just hard to swallow.

CHAIR PRO-TEM PARDO: Yeah. (Inaudible).

COUNCILPERSON THOMAS: So we're gonna give you a quarter of a million dollars and we're going to walk away from the building. That's just -- that's -- that's -- that's too hard of a pill for me to swallow. So I guess -- I guess I gotta be in.

COUNCILPERSON DAVIS: Madam Chair?

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis. You haven't had a chance to speak.

COUNCILPERSON DAVIS: Um --

CHAIRPERSON BROOKS: And then you, Mayor.

COUNCILPERSON DAVIS: -- Mr. Guy and --

MAYOR MASTERS: Thank you.

COUNCILPERSON DAVIS: -- Mr. Terrence -- Mr. Bailey and Deputy Manager Jones, in the marina project, did you guys -- you guys managed that, right? Um, would you say that we had all the money that we needed to do everything we wanted to do or did you negotiate prices to get things done --

PURCHASING DIRECTOR GUY: Well, what we did was we did some value engineering and we also acted as our own contractor.

COUNCILPERSON DAVIS: Exactly.

PURCHASING DIRECTOR GUY: We managed it. We --

COUNCILPERSON DAVIS: And it's nothing different that -- than we have done --

PURCHASING DIRECTOR GUY: Right.

COUNCILPERSON DAVIS: -- in the past --

PURCHASING DIRECTOR GUY: You --

COUNCILPERSON DAVIS: -- for projects?

PURCHASING DIRECTOR GUY: Well, you have the commitment from the staff.

COUNCILPERSON DAVIS: Exactly.

PURCHASING DIRECTOR GUY: We're going to do all that's within our capacity --

COUNCILPERSON DAVIS: Exactly.

PURCHASING DIRECTOR GUY: -- to bring the project in according to what it was

initially presented.

COUNCILPERSON DAVIS: Okay. But it's nothing -- it's nothing different than what we have always done.

PURCHASING DIRECTOR GUY: But again, you're -- you're always working with -- with the estimates.

COUNCILPERSON DAVIS: And --

PURCHASING DIRECTOR GUY: And I will say if you --

COUNCILPERSON DAVIS: -- Mr. Guy?

PURCHASING DIRECTOR GUY: -- with the marina project, you make a -- a good comparison because all those figures came in --

COUNCILPERSON DAVIS: Right.

PURCHASING DIRECTOR GUY: Well, they came in lower than those estimates.

COUNCILPERSON DAVIS: Uh-huh.

PURCHASING DIRECTOR GUY: Every --

COUNCILPERSON DAVIS: Exactly.

PURCHASING DIRECTOR GUY: -- every engineer's estimate was higher --

COUNCILPERSON DAVIS: But this is -- this is my point.

PURCHASING DIRECTOR GUY: -- than what --

COUNCILPERSON DAVIS: This is my point.

PURCHASING DIRECTOR GUY: -- they came in at.

COUNCILPERSON DAVIS: Even though -- you know, I mean, contractors, yeah, they're going to come in at whatever they, you know -- bid they submit because that's -- that's what they want to charge. But if they want the job -- and most of them do -- they're going to work with you. Okay? So this is nothing different than what we have always done. So I'm ready to move forward, Madam Chair, and I'm ready to call the question.

CHAIRPERSON BROOKS: Well, it's not for a vote. It's not a vote.

CHAIR PRO-TEM PARDO: It's not a question.

COUNCILPERSON DAVIS: Well, vote to move forward.

CHAIRPERSON BROOKS: But there's a consensus here. Okay.

COUNCILPERSON DAVIS: Okay.

MAYOR MASTERS: Okay. Thank you, Madam Chair.

CHAIRPERSON BROOKS: Wait a minute. Let's see what Legal has to say, please. Let's defer to Legal right now. Mayor, then -- if you don't mind just -- 'cause it might impact on what you're going to say.

MAYOR MASTERS: I have the patience of Job.

CITY ATTORNEY RYAN: I -- I -- I -- we still have to deal with the resolution. We do need a vote on -- on that. And I think that --

COUNCILPERSON DAVIS: Yeah. And the resolution is -- I don't -- I don't have my stuff.

CHAIR PRO-TEM PARDO: So how come -- what's under discussion?

CHAIRPERSON BROOKS: Well, I'm -- I need to have Miss Brown speak before -- she's been patiently waiting. She does have (Inaudible). Can we --

UNIDENTIFIED SPEAKER: Read it.

CITY ATTORNEY RYAN: I don't have it. I'm hoping that the clerk has it. Okay.

CHAIRPERSON BROOKS: You have the resolution?

CHAIR PRO-TEM PARDO: How come it was under discussion, then?

CHAIRPERSON BROOKS: Okay. The City Clerk has the resolution. Miss Brown -- Miss Brown, just sit right there for a minute. She's gotta read the resolution. Come on up and have a seat. Okay. She's gonna read the resolution.

CITY CLERK WARD: Resolution 2013, a resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving the -- approving the first and second amendments to the purchase and sale agreement for the acquisition of property located at 1481 W. 15th Street, Riviera Beach, Florida, and ratifying the excuse of the documents by the City Manager, authorizing the City Manager to execute the original purchase and sales agreement and closing documents related to the property and providing an effective date.

CHAIRPERSON BROOKS: I need a --

COUNCILPERSON DAVIS: So moved.

CHAIRPERSON BROOKS: -- I need a second.

COUNCILPERSON LOWE: Second.

CHAIRPERSON BROOKS: Um, before we vote I will let Miss Brown -- Miss Brown -- we do have one comment card.

CHAIR PRO-TEM PARDO: We've been used (Inaudible).

BESSIE BROWN: Bessie Brown. You know, I just feel like y'all took all of this time. I'm sure y'all had the backup. If you read the backup and ask the questions, then we -- you know, I don't think it would have taken that long. And -- and somebody should be accountable. And you all need to start making staff accountable for losing money. For losing money. Bottom line.

CHAIR PRO-TEM PARDO: (Inaudible).

BESSIE BROWN: And then -- and -- and the thing about it, you still gotta go through plans and all of this. You have a plan. You had a plan. The original plan for the police department. You -- you need to use it. You -- Public Works is ready to go. Raring and ready to go. You can go there.

But the whole thing about it is that we -- you -- we -- we all sit -- some of us sit around and just figure out and conjure up ways that we can do something. It seems as those GEU saw you coming and he has you.

CHAIRPERSON BROOKS: Thank you, Miss Brown.

MAYOR MASTERS: All right. I'm ready.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: Thank you. I want to go back to the 5:00 hour, the 5:00 deadline 'cause I -- I missed a little something here. At 5:00 that was the --

CHAIR PRO-TEM PARDO: (Inaudible).

CHAIRPERSON BROOKS: What, now?

MAYOR MASTERS: At 5:00 on that day, that was the deadline. Is that correct? Whoever I'm talking to, but whoever was in charge of -- of this.

CHAIR PRO-TEM PARDO: (Inaudible).

CHAIRPERSON BROOKS: (Inaudible) was in our meeting at 10 (Inaudible).

INTERIM DEPUTY CITY MANAGER JONES: That was the end of the due diligence, sir, yes.

MAYOR MASTERS: And we were there and they were there. I mean --

INTERIM DEPUTY CITY MANAGER JONES: No, there was no meeting. That was the end of -- of the time period allotted for us to do inspections and request information and to decide if we're going to move forward.

MAYOR MASTERS: Okay. So we -- we knew that if we didn't make a decision by 5:00, what would happen? Is that -- that's correct --

INTERIM DEPUTY CITY MANAGER JONES: Yes, sir.

MAYOR MASTERS: -- to say? Okay. So -- thank you -- Madam Attorney, um, I take it that we don't have any legal recourse at all as relates to this $250,000? We don't have a leg to stand on to even -- to -- to negotiate --

CHAIRPERSON BROOKS: She said no.

MAYOR MASTERS: I mean, I want her to say it on the record.

CITY ATTORNEY RYAN: Well, you know, I -- I would have to take a look at the agreement. But, you know, we did sign a document that said that we would forfeit our deposit of $250,000 that I believe is in escrow at the end of the, um, inspection period. Remember, that's why we came back before and we got the extension. The extension extended the date until February 4th, which was Monday. And the closing is set for -- for the 11th unless he -- we're willing to --

CITY MANAGER JONES: Move the closing.

CITY ATTORNEY RYAN: Well, we could move the closing but it still doesn't change the fact that the inspection period is over and we, um -- we entered into an agreement that said at the end of the inspection period. And we -- we --

MAYOR MASTERS: So I guess what I'm -- I'm asking and you -- you kind of hinted -- hinted that, uh, possibly you need to re-examine, look at that -- the document again?

CITY ATTORNEY RYAN: Well, I never like to say anything definitively. But --

MAYOR MASTERS: Okay.

CITY ATTORNEY RYAN: -- especially when it's not -- it's against my client. But we made a deal. And we signed on the dotted line. And it says that if we get to the inspection period, and the inspection period was extended, then at the end of that period they would -- we would lose the $250,000. We can still get out of the deal but you lose your deposit. And that's not uncommon. It's just not -- it's not uncommon.

MAYOR MASTERS: Not uncommon? All right. Secondly, during the debate between President Obama and Governor Romney, one of the things that the President said is that someone was all over the place. And for me trying to make sense of this is like all over the place because I hear one thing one week, another thing and another thing, and it can -- constantly, consistently changes. So this is for the Manager.

What are we going to do or what is the plan with the present City Hall where it is? Is it -- are we going to tear this building down? Are we going to go to Broadway? I just have a couple of questions because I've heard two or three things. And I don't know what -- what to believe now. But go ahead, Madam Manager.

CITY MANAGER JONES: We have talked about building a City Hall on property that we already own. And that's two locations. Either Broadway or here. No decision has been made.

MAYOR MASTERS: Okay. Which leads me to the next question. If, in fact, we move the police department to -- and I'm going to call it a warehouse 'cause right now that's what it is. What happens to the building that the police would -- would have been in? The old building?

CITY MANAGER JONES: In the short period of -- in the -- the short run, we would renovate that building so that we could get individuals out of lease space. HR could come back over on site. We wouldn't have to be paying for lease. All the people in the port could move back over in that building.

MAYOR MASTERS: Okay. The other question is I've -- I've heard people say a lot of space, you get -- you get more space with -- with -- in the warehouse. But --

CHAIRPERSON BROOKS: We gotta (Inaudible).

MAYOR MASTERS: -- many times it's -- it's not the -- the size of the ship but it's the motion of the ocean. It's the motion of what's going on here and I just think it's just horrible that our hands are handcuffed because we've blown $250,000 deposit and -- and now we've got to move forward, which I was against from day one.

But let me ask you this. I know that by the police and -- and everybody being over there, UPS and the ambulance and the fire trucks in -- in -- in what of a residential neighborhood, all times of day and night, and -- and it will be -- and it is closer and Councilman Lowe is right to -- to Monroe -- to the south end, possibly to Monroe Heights. But it's further away from the north end.

COUNCILPERSON DAVIS: No.

MAYOR MASTERS: Right? I'm talking about Silver Beach and all those areas --

CHAIRPERSON BROOKS: It's central. It's central.

MAYOR MASTERS: -- over -- over there. So what I'm saying is, you know, you move over here. You're getting further over there, but that's why I think it's important that where we are now, it just makes sense to me that we're more centrally located and can just about go anywhere without going through residential neighborhoods. And just for the record, because I want to be honest and -- and they may not have said this to you, Manager, but -- Madam Manager, but there have been a few department heads who've said to me that they oppose this and it's not a good deal. But whether they say it to you,

probably not. But they've said it to me and I -- I'm putting it on the record because that's the truth. Thank you.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis?

COUNCILPERSON DAVIS: My last comment. Um, and there have been quite a few of them who have said they approve the project, too, to me.

MAYOR MASTERS: (Inaudible).

COUNCILPERSON DAVIS: And so -- and it's always like that. There's division even up here. And what I'd like to ask is if, back in December, was it? --

CITY MANAGER JONES: December.

COUNCILPERSON DAVIS: -- when it last came before us? If the vote of the council was to move forward with the closing, do the due diligence and everything, we're not losing $250,000. We're simply going forward with the closing. How -- so I don't get it. Okay?

CHAIRPERSON BROOKS: Okay. Well, everybody's expressed their opinions and --

COUNCILPERSON DAVIS: I mean, we're simply moving forward with the closing. We're not losing $250,000. Um, and I mean, I know -- I understand the arguments. You argue, you know, to -- to -- to -- to fight for what you want. You know, each of us does that. Um, and I know that some people don't agree with moving forward with this project. But to come up with, you know, every little thing, it -- it just doesn't make sense. And Madam Chair, again, I've called the question and I say we move forward with the vote.

CHAIRPERSON BROOKS: Okay. Let's do roll call on the vote, please.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Absolutely not. We deserve better.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Absolutely yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: That vote approved with --

MAYOR MASTERS: And absolutely no for me.

CITY CLERK WARD: -- Councilperson Pardo dissenting.

COUNCILPERSON DAVIS: You don't vote, Mayor.

COUNCILPERSON LOWE: You don't have a vote.

MAYOR MASTERS: I know. But I'm gonna make a vote.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON LOWE: Yeah, well, (Inaudible) --

MAYOR MASTERS: I have a voice.

CHAIRPERSON BROOKS: Now, we -- let's please have some order. Let's -- let's have a little dignity about all of this. Let's just -- all right. We're on --

CHAIR PRO-TEM PARDO: I think she needs to be fired.

CHAIRPERSON BROOKS: All right. We're on, um --

CHAIR PRO-TEM PARDO: She needs to be fired.

COUNCILPERSON THOMAS: Do we have to end the meeting, Miss --

CHAIRPERSON BROOKS: -- number 27.

COUNCILPERSON THOMAS: -- Miss, um -- Miss Ward?

CHAIRPERSON BROOKS: I'm sorry?

UNIDENTIFIED SPEAKER: (Inaudible).

COUNCILPERSON THOMAS: Do we -- do we have to end the meeting?

CHAIRPERSON BROOKS: That's right. 10:00 is our --

COUNCILPERSON DAVIS: Well, we have to vote to -- whether to move, um --

CHAIRPERSON BROOKS: What do you mean?

COUNCILPERSON DAVIS: -- to extend it or move -- or (Inaudible).

CHAIR PRO-TEM PARDO: Motion to adjourn.

CHAIRPERSON BROOKS: Okay. What is the -- what is the pleasure?

COUNCILPERSON DAVIS: There -- what's left on the, uh, agenda, Madam Chair?

CHAIRPERSON BROOKS: Just, well --

CITY CLERK WARD: Item 27, 28.

CHAIRPERSON BROOKS: -- notification of -- this would be your second notification, to us as a board, that her employment agreement has -- will expire effective May?

COUNCILPERSON DAVIS: I say we -- I say we go ahead and finish.

CHAIRPERSON BROOKS: Well, that Ocean Mall status report is going to be a real long report.

COUNCILPERSON DAVIS: Okay.

CITY ATTORNEY RYAN: Yes.

CHAIRPERSON BROOKS: That Ocean Mall status report -- I mean, it -- whatever you --

CITY ATTORNEY RYAN: Madam Chair?

CHAIRPERSON BROOKS: -- whatever the consensus of the board, I'm here as your chair. I'll stay if --

COUNCILPERSON DAVIS: Whatever (Inaudible), I'm fine.

CHAIRPERSON BROOKS: -- we have to stay till midnight.

CITY ATTORNEY RYAN: Madam Chair?

CHAIRPERSON BROOKS: Yes?

CITY ATTORNEY RYAN: I think we should postpone the Ocean Mall discussion.

COUNCILPERSON DAVIS: Ocean Mall? Okay.

CITY ATTORNEY RYAN: I sent the council a memo. I'm happy to meet with you individually to discuss it. But it is a long, um, discussion. And I think it needs the council's full attention, as well as mine. And the hour is late. So I -- I would -- I think the Manager wants to have a special meeting at the end of February and this can certainly wait until then. But we're moving forward.

CHAIRPERSON BROOKS: Okay. I think you made the motion to adjourn?

CHAIR PRO-TEM PARDO: Motion to adjourn.

COUNCILPERSON THOMAS: Second.

(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: _____
SECONDED BY: _____

B. GUYTON _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

DATE APPROVED: 05/01/2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: **MARCH 20, 2013 CANVASSING BOARD MEETING MINUTES**

Recommendation/Motion: **APPROVE THE MINUTES OF THE MARCH 20, 2013 CANVASSING BOARD MEETING**

Originating Dept.	OFFICE OF THE CITY CLERK	**Costs:**	
User Dept.	ALL	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
20MAR13CB.doc	MARCH 20, 2013 CANVASSING BOARD MEETING MINUTES

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
CANVASSING BOARD MEETING MINUTES
MUNICIPAL COMPLEX COUNCIL CHAMBERS
WEDNESDAY, MARCH 20, 2013 AT 5:00 P.M.

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

(Everyone stood for a moment of silence after which the Pledge of Allegiance was recited).

CITY CLERK WARD: We will now proceed with the Resolution. Resolution 24 -- 20-13, a resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, declaring the results of the March 12, 2013 Municipal General Election held within the municipal boundaries between the hours of 7:00 a.m. and 7:00 p.m. Reporting the results of the precinct summary voting system post-audit of Precinct Number 7022 in the District 5 race that was held March 18th at 10 a.m. For the name and the recipients in the Mayor's seat, City Council District 1, City Council District 3, and City Council District 5, respectively, and providing an effective date. Whereas on the 12th day of March, 2013, the municipal general election was held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing qualified candidates as provided for by law, in the Mayor's seat, City Council District 1, City Council District 3, and City Council District 5, and whereas the polling sites, precinct clerks, precinct inspectors, and precinct police officers of said elections held on March 12, 2013, were duly appointed and supervised by the Riviera Beach Supervisor of Elections, and whereas on March 12th, 2013, the 21 precinct clerks escorted by the precinct police officers, transported their results to the Riviera Beach Supervisor of Elections at the Municipal Complex for examination and exceptions to report the findings to the tabulating center, Palm Beach County warehouse located in Riviera Beach, and whereas upon transport the Palm Beach County Supervisor of Elections found election returns delivered by the Riviera Beach Supervisor of Elections from their 21 precincts to be true and accurate tabulations of the actual votes cast, to include provisional ballots, and immediately following verification of absentee ballots was completed; whereas, on the 18th day of March the City Council District 5 seat was selected for audit purpose, Precinct number 7022, there were no inconsistencies, declaring an accurate audit, the voting system post-election audit is attached. Now, therefore be it resolved upon final count of total votes cast, to include the canvassing of absentee ballots by the Riviera Beach Canvassing Board, the 2013 Riviera Beach election is final.

Section 2. Total registered voters, 22,464. Total ballots cast, 3,709. Percentage turnout was 61.51 percent. Absentee ballots total, 1,002. In the Mayor race, Billie Brooks received 1,219 votes. Shelby L. Lowe, 530 votes. Thomas Masters, 1,946 votes. City Council District 1, Bruce Guyton received 1,872 votes. Elizabeth Robinson, 1,691 votes. In City Council District 3, Cedrick Thomas received 2,697 votes. Rodney

Roberts, 917 votes. City Council District 5, Terrence T.D. Davis, 1,951 votes. Kimberly Jackson, 1,661 votes.

Be it further resolved, based on the results of the official certified statement of votes received from the Palm Beach County Supervisor of Elections, I hereby certify the results as final to the Riviera Beach Canvassing Board. That City Clerk is, and she is hereby directed to -- to provide election certificates and administer the oath of office in accordance with the City Charter and the laws of the State of Florida in their respective district.

COUNCILPERSON DAVIS: So moved.

CITY CLERK WARD: Mayor Thomas Masters, 1,946 votes as the Mayor. City Council District 1, Bruce Guyton with 1,872 votes. City Council District 3, Cedrick Thomas, 2,697 votes. City Council District 5, Terrence T.D. Davis, 1,951 votes.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON PARDO: Second.

CITY CLERK WARD: Will there be any comments?

COUNCILPERSON PARDO: No comments.

COUNCILPERSON DAVIS: No, none for me.

CITY CLERK WARD: Okay. All those in favor? (All vote aye). Okay. That motion approved. Any comments from anyone? The public? Meeting adjourned.

COUNCILPERSON DAVIS: Okay. Thank you.

COUNCILPERSON PARDO: Thank you.

(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: _____
SECONDED BY: _____

B. GUYTON _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

DATE APPROVED: 05/01/2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: **MARCH 20, 2013 REGULAR CITY COUNCIL MEETING MINUTES**

Recommendation/Motion: **APPROVE THE MINUTES OF THE MARCH 20, 2013 REGULAR CITY COUNCIL MEETING**

Originating Dept.	OFFICE OF THE CITY CLERK	**Costs:**	
User Dept.	ALL	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
20MAR13.doc	MARCH 20, 2013 REGULAR CITY COUNCIL MEETING MINUTES

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
CITY COUNCIL MEETING MINUTES
WEDNESDAY, MARCH 20, 2013 AT 5:30 P.M.
MUNICIPAL COMPLEX CITY COUNCIL CHAMBERS

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

CITY CLERK WARD: City Council meeting for March the 20th, 2013. The roll call? Mayor Elect Thomas Masters? Council Elect Bruce Guyton?

COUNCILPERSON GUYTON: Here.

CITY CLERK WARD: Council Elect T.D. Davis?

COUNCILPERSON T.D. DAVIS: Here.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO TEM PARDO: Present.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Here.

CITY CLERK WARD: Council Elect Thomas?

COUNCILPERSON T.D. 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: We will proceed with the swearing in. Mayor Elect Thomas Masters, please? Let's stand for the Invocation and the Pledge of Allegiance, please, started by Mrs. Jones, the Pledge.

(Everyone stood for a Moment of Silence and the Pledge of Allegiance, led by City Manager Ruth Jones).

CITY CLERK WARD: Well, I guess the -- our Mayor will make his grand entrance. We're gonna start with, um, Council District 1. Mr. Bruce Guyton? Mr. Guyton, would you raise your right hand and place your left on the Bible, please, as I give you your oath? I, your name, please?

COUNCILPERSON GUYTON: I, Bruce Guyton --

CITY CLERK WARD: Being a citizen of the State of Florida and of the United States of America --

COUNCILPERSON GUYTON: -- being a citizen of the State of Florida and of the United States of America --

CITY CLERK WARD: -- and being elected to represent --

COUNCILPERSON GUYTON: -- and being elected to represent --

CITY CLERK WARD: -- your state --

COUNCILPERSON GUYTON: -- District 1 --

CITY CLERK WARD: And the City of Riviera Beach, Palm Beach County, Florida --

COUNCILPERSON GUYTON: -- and the City of Riviera Beach and Palm Beach County, Florida --

CITY CLERK WARD: -- and the recipient of public funds in this capacity --

COUNCILPERSON GUYTON: -- and the recipient of public funds in the capacity --

CITY CLERK WARD: -- do hereby affirm --

COUNCILPERSON GUYTON: -- do hereby affirm --

CITY CLERK WARD: -- under oath

COUNCILPERSON GUYTON: -- under oath --

CITY CLERK WARD: -- that I will support the Constitution of the United States and of the State of Florida --

CITY CLERK WARD: -- that I will support the Constitution of the United States and the State of Florida --

CITY CLERK WARD: -- and conform to the statutes and general laws --

COUNCILPERSON GUYTON: -- and conform to the statutes and general laws --

CITY CLERK WARD: -- of the State of Florida --

COUNCILPERSON GUYTON: -- of the State of Florida --

CITY CLERK WARD: -- and do all in my power --

COUNCILPERSON GUYTON: -- and do all in my power --

CITY CLERK WARD: -- to uphold --

COUNCILPERSON GUYTON: -- to uphold --

CITY CLERK WARD: -- support --

COUNCILPERSON GUYTON: -- support --

CITY CLERK WARD: -- and enforce --

COUNCILPERSON GUYTON: -- and enforce --

CITY CLERK WARD: -- the Charter --

COUNCILPERSON GUYTON: -- the Charter --

CITY CLERK WARD: -- and the ordinances of the City of Riviera Beach --

COUNCILPERSON GUYTON: -- and the ordinances of the City of Riviera Beach --

CITY CLERK WARD: -- and perform the duties of --

COUNCILPERSON GUYTON: -- and perform the duties of --

CITY CLERK WARD: -- your office --

COUNCILPERSON GUYTON: -- uh, District 1 --

CITY CLERK WARD: -- upon which I am about to enter --

COUNCILPERSON GUYTON: -- upon which I am about to enter --

CITY CLERK WARD: -- to the best of my ability --

COUNCILPERSON GUYTON: -- to the best of my ability --

CITY CLERK WARD: -- so help me God.

COUNCILPERSON GUYTON: -- so help me God.

CITY CLERK WARD: Congratulations.

COUNCILPERSON GUYTON: Thank you.

CITY CLERK WARD: Mr. Guyton, will you step over here, please, and sign your oath? All right. Okay. No. No, sir. That's not it. Okay. Um, your Certificate of Election. It reads, "The State of Florida, County of Palm Beach, City of Riviera Beach. I, Carrie E.

Ward, Supervisor of Elections of the City of Riviera Beach, Palm Beach County, Florida, do hereby certify that Bruce Guyton was duly elected to the office of Councilperson, District 1, of the City of Riviera Beach, Palm Beach County, Florida, on March 12th, 2013, and certified by the City Canvassing Board on March 20th, 2013. Witness my hand and cause the official seal of the City of Riviera Beach to be affixed in the year of our Lord, the 20th day of March, 2013. Carrie E. Ward, Supervisor of Elections, the City of Riviera Beach.

COUNCILPERSON GUYTON: Thank you.

CITY CLERK WARD: Here's your certificate. And, Mr. Guyton, we also have for you Robert Rules of Orders and here's your guide to -- a Florida Commission on Ethics, Guide to Sunshine Amendment, and the Code of Ethics for Public Administrators.

COUNCILPERSON GUYTON: Thank you. Thank you.

CITY CLERK WARD: And this is a token of love from Councilperson Davis, Judy Davis.

COUNCILPERSON GUYTON: Thank you. Thank you. Is that it? Thank you, dear. Thank you.

CITY CLERK WARD: Council District 3? Mr. Cedrick Thomas. Okay. Council District 5? Mr. Terence T.D. Davis. Mr. Davis, on the Bible and raise your right hand, please?

COUNCILPERSON T.D. DAVIS: Yes, ma'am.

CITY CLERK WARD: State of Florida, County of Palm Beach, City of Riviera Beach. I -- repeat your name.

COUNCILPERSON T.D. DAVIS: I, Terence Davis --

CITY CLERK WARD: -- being a citizen of the State of Florida --

COUNCILPERSON T.D. DAVIS: -- being a citizen of the State of Florida --

CITY CLERK WARD: -- and of the United States of America --

COUNCILPERSON T.D. DAVIS: -- and of the United States of America --

CITY CLERK WARD: -- and being elected to represent --

COUNCILPERSON T.D. DAVIS: -- and being elected to represent --

CITY CLERK WARD: -- your district --

COUNCILPERSON T.D. DAVIS: -- District 5 at large --

CITY CLERK WARD: -- and the City of Riviera Beach, Palm Beach County, Florida --

COUNCILPERSON T.D. DAVIS: -- and the City of Riviera Beach, in Palm Beach County, Florida --

CITY CLERK WARD: -- and the recipient of public funds --

COUNCILPERSON T.D. DAVIS: -- and recipient of public funds --

CITY CLERK WARD: -- in this capacity --

COUNCILPERSON T.D. DAVIS: -- in this capacity --

CITY CLERK WARD: -- do hereby affirm --

COUNCILPERSON T.D. DAVIS: -- do hereby affirm --

CITY CLERK WARD: -- under oath --

COUNCILPERSON T.D. DAVIS: -- under oath --

CITY CLERK WARD: -- that I will support the Constitution of the United States and of the State of Florida --

COUNCILPERSON T.D. DAVIS: -- that I will support the Constitution of the United States and the State of Florida --

CITY CLERK WARD: -- and conform to the statutes --

COUNCILPERSON T.D. DAVIS: -- and conform to the statutes --

CITY CLERK WARD: -- and the general laws --

COUNCILPERSON T.D. DAVIS: -- and the general laws --

CITY CLERK WARD: -- of the State of Florida --

COUNCILPERSON T.D. DAVIS: -- of the State of Florida --

CITY CLERK WARD: -- and do all in my power --

COUNCILPERSON T.D. DAVIS: -- and do all in my power

CITY CLERK WARD: -- to uphold --

COUNCILPERSON T.D. DAVIS: -- to uphold --

CITY CLERK WARD: -- support --

COUNCILPERSON T.D. DAVIS: -- support --

CITY CLERK WARD: -- and enforce --

COUNCILPERSON T.D. DAVIS: -- and enforce --

CITY CLERK WARD: -- the Charter --

COUNCILPERSON T.D. DAVIS: -- the Charter --

CITY CLERK WARD: -- and the ordinances of the City of Riviera Beach --

COUNCILPERSON T.D. DAVIS: -- and the ordinances of the City of Riviera Beach --

CITY CLERK WARD: -- and perform the duties of --

COUNCILPERSON T.D. DAVIS: -- and perform the duties of District 5 at large --

CITY CLERK WARD: -- upon which I am about to enter --

COUNCILPERSON T.D. DAVIS: -- upon I'm about to enter --

CITY CLERK WARD: -- to the best of my abilities --

COUNCILPERSON T.D. DAVIS: -- to the best of my abilities --

CITY CLERK WARD: -- so help me God.

COUNCILPERSON T.D. DAVIS: -- so help me God.

CITY CLERK WARD: Congratulations.

COUNCILPERSON T.D. DAVIS: Thank you.

CITY CLERK WARD: Sign this for me, please? How you gonna be (inaudible). You want us to call you Terence or T.D.? Call you -- okay. Okay. Also, here's your election certificate. It reads, "The State of Florida, County of Palm Beach, City of Riviera Beach. I, Carrie E. Ward, Supervisor of Elections of the City of Riviera Beach, Palm Beach County, Florida, hereby certify that Terence D. Davis was duly elected to the office of City Council, Group 5, of the City of Riviera Beach, Palm Beach County, Florida, on March 12th, 2013, and certified by the City Canvassing Board on March 20, 2013. Witness my hand and cause the official seal of the City of Riviera Beach, Palm Beach County, Florida, to be affixed in this year of our Lord, the 20th day of March, 2013, Carrie E. Ward, Supervisor of Elections for the City of Riviera Beach. And Mr. Davis, also we have for you your tools so you can function in your position.

COUNCILPERSON T.D. DAVIS: Thank you.

CITY CLERK WARD: Okay. The Florida Commission on Ethics. You have the Robert Rules of Orders, also.

COUNCILPERSON T.D. DAVIS: Okay.

CITY CLERK WARD: Okay. And this.

COUNCILPERSON T.D. DAVIS: Thank you.

CITY CLERK WARD: And Mr. Davis, this is a token of love, also, from Mrs. Judy Davis. Cedrick?

COUNCILPERSON DAVIS: Oh, here's the Mayor, Carrie.

CITY MANAGER JONES: Yeah, there's the Mayor.

CITY CLERK WARD: Now we will swear in Mayor Thomas Masters as the Mayor. Mr. Masters, uh, would you put -- raise your right hand, place your hand on the Bible, please? I --

MAYOR MASTERS: I --

CITY CLERK WARD: -- your name, please --

MAYOR MASTERS: Thomas A. Masters.

CITY CLERK WARD: -- being a citizen of the State of Florida --

MAYOR MASTERS: -- being a citizen of the State of Florida --

CITY CLERK WARD: -- and of the United States of America --

MAYOR MASTERS: -- and of the United States of America --

CITY CLERK WARD: -- and being elected to represent --

MAYOR MASTERS: -- and being elected to represent --

CITY CLERK WARD: -- as --

MAYOR MASTERS: -- as Mayor --

CITY CLERK WARD: -- in the City of Riviera Beach, Palm Beach County, Florida --

MAYOR MASTERS: -- in the City of Riviera Beach, Palm Beach County, Florida --

CITY CLERK WARD: -- and a recipient of public funds in this capacity --

MAYOR MASTERS: -- and a recipient of public funds in this capacity --

CITY CLERK WARD: -- do hereby affirm --

MAYOR MASTERS: -- to hereby confirm --

CITY CLERK WARD: -- affirm --

MAYOR MASTERS: -- affirm --

CITY CLERK WARD: -- under oath --

MAYOR MASTERS: -- under oath --

CITY CLERK WARD: -- that I will support the Constitution of the United States --

MAYOR MASTERS: -- that I will support the Constitution of the United States --

CITY CLERK WARD: -- and of the State of Florida --

MAYOR MASTERS: -- and of the State of Florida --

CITY CLERK WARD: -- and conform to the statutes and general laws of the State of Florida --

MAYOR MASTERS: -- and conform to the statutes and general laws of the State of Florida --

CITY CLERK WARD: -- and do --

MAYOR MASTERS: -- and do --

CITY CLERK WARD: -- all in my power --

MAYOR MASTERS: -- all in my power --

CITY CLERK WARD: -- to uphold --

MAYOR MASTERS: -- to uphold --

CITY CLERK WARD: -- support --

MAYOR MASTERS: -- support --

CITY CLERK WARD: -- and enforce --

MAYOR MASTERS: -- enforce --

CITY CLERK WARD: -- the Charter and ordinances of the City of Riviera Beach --

MAYOR MASTERS: -- the Charter and ordinances of the City of Riviera Beach --

CITY CLERK WARD: -- and perform the duties for the office of --

MAYOR MASTERS: -- and perform the duties of the Office of Mayor --

CITY CLERK WARD: -- upon which I am about to enter --

MAYOR MASTERS: -- upon which I am about to enter --

CITY CLERK WARD: -- to the best of my abilities --

MAYOR MASTERS: -- to the best of my abilities --

CITY CLERK WARD: -- so help me God.

MAYOR MASTERS: -- so help me God.

CITY CLERK WARD: Congratulations. I need you to sign your oath, sir. Right here. Thank you. And here's your election certificate, and it reads thus, "State of Florida, County of Palm Beach, City of Riviera Beach. I, Carrie E. Ward, Supervisor of Elections of the City of Riviera Beach, Palm Beach County, Florida, do hereby certify that Thomas A. Masters was duly elected to the Office of Mayor of the City of Riviera Beach, Palm Beach County, Florida, on March 12th, 2013, and certified by the City Canvassing Board on March 20th, 2013. Witness my hand and cause the official seal of the City of Riviera Beach, Palm Beach County, Florida, to be affixed in the year of our Lord, done this 20th day of March, 2013. Carrie E. Ward, Supervisor of Elections, the City of Riviera Beach.

MAYOR MASTERS: Thank you.

CITY CLERK WARD: Also what we have for you are your tools so you can function in your capacity as Mayor. You have the Robert Rules of Orders, and here's the Florida Commission on Ethics Guide to Sunshine Amendment and Code of Ethics for Public Administrators.

MAYOR MASTERS: Thank you.

CITY CLERK WARD: Mayor, as a token of love comes from Councilperson Judy Davis to you.

MAYOR MASTERS: Do I go up there now? Or do I wait?

CITY CLERK WARD: Yeah, you can -- you can wait till everyone else is ready to go up, and then y'all get to do it at the same time.

MAYOR MASTERS: Shoot.

CITY CLERK WARD: It's okay.

MAYOR MASTERS: I'm ready for three more years.

CITY CLERK WARD: Here, Mayor. Your oath. Council District 5 -- I'm sorry, Council District 3, Cedrick Thomas. Mr. Thomas, would you place your right hand on the Bible -

- raise your right hand and place your left on the Bible for me, please? State of Florida, County of Palm Beach, City of Riviera Beach. I, your name, please --

CHAIRPERSON THOMAS: I, Cedrick A. Thomas --

CITY CLERK WARD: -- being a citizen of the State of Florida --

CHAIRPERSON THOMAS: -- being a citizen of the State of Florida --

CITY CLERK WARD: -- and of the United States of America --

CHAIRPERSON THOMAS: -- and of the United States of America --

CITY CLERK WARD: -- and being elected to represent --

CHAIRPERSON THOMAS: -- and being elected to represent District 3 --

CITY CLERK WARD: -- in the City of Riviera Beach, Palm Beach County, Florida --

CHAIRPERSON THOMAS: -- in the City of Riviera Beach, Palm Beach County, Florida --

CITY CLERK WARD: -- and a recipient of public funds in this capacity --

CHAIRPERSON THOMAS: -- and the recipient of public funds in this capacity --

CITY CLERK WARD: -- do hereby affirm --

CHAIRPERSON THOMAS: -- do hereby affirm --

CITY CLERK WARD: -- under oath --

CHAIRPERSON THOMAS: -- under oath --

CITY CLERK WARD: -- that I will support the Constitution of the United States and of the State of Florida --

CHAIRPERSON THOMAS: -- that I will support the constitution of the United States and the State of Florida --

CITY CLERK WARD: -- and conform --

CHAIRPERSON THOMAS: -- and conform --

CITY CLERK WARD: -- to the statutes and general laws --

CHAIRPERSON THOMAS: -- to the statutes and general laws --

CITY CLERK WARD: -- of the State of Florida --

CHAIRPERSON THOMAS: -- of the State of Florida --

CITY CLERK WARD: -- and do all in my power --

CHAIRPERSON THOMAS: -- and do all in my power --

CITY CLERK WARD: -- to uphold --

CHAIRPERSON THOMAS: -- to uphold --

CITY CLERK WARD: -- Support --

CHAIRPERSON THOMAS: -- support --

CITY CLERK WARD: -- and enforce --

CHAIRPERSON THOMAS: -- and enforce --

CITY CLERK WARD: -- the Charter --

CHAIRPERSON THOMAS: -- the Charter --

CITY CLERK WARD: -- and the ordinances of the City of Riviera Beach --

CHAIRPERSON THOMAS: -- and the ordinance of the City of Riviera Beach --

CITY CLERK WARD: -- and perform the duties of --

CHAIRPERSON THOMAS: -- and perform the duties of City Council --

CITY CLERK WARD: -- upon which I am about to enter --

CHAIRPERSON THOMAS: -- upon which I'm about to enter --

CITY CLERK WARD: -- to the best of my ability --

CHAIRPERSON THOMAS: -- to the best of my ability --

CITY CLERK WARD: -- so help me God.

CHAIRPERSON THOMAS: -- so help me God.

CITY CLERK WARD: Congratulations. Councilman Thomas, I need you to sign your oath. Thank you. And I present this to you, State of Florida, County of Palm Beach, City of Riviera Beach, I, Carrie E. Ward, Supervisor of Elections of the City of Riviera Beach, Palm Beach County, Florida, do hereby certify that Cedrick A. Thomas was duly elected to the office of City Council, District 3, of the City of Riviera Beach, Palm Beach County, Florida on March the 12th, 2013, and certified by the City Canvassing Board on March 20th, 2013. Witness my hand and cause the official seal of the City of Riviera

Beach to be affixed in the year of our Lord, done this 20th day of March, 2013. Carrie E. Ward, Supervisor of Elections of the City of Riviera Beach. This is yours, Councilman Thomas, and also we present to you your tools, so you may continue to perform in your seat. You have the Robert Rules of Orders, you have the Florida Commission on Ethics Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees. This is yours, Mr. Thomas.

CHAIRPERSON THOMAS: Thank you very much.

CITY CLERK WARD: And you are very welcome. And as a token of love, this comes from Councilperson Judy Davis to you. Congratulations. This concludes the swearing in. Take your seats and let's get to work. Come on up. Now we will have the, um -- the newly elected councilpeople to come on up and join the dais. Let's give them (inaudible). Now we will commence with the, um, selecting. May I have a motion for the Council Chair, someone to serve for the next three years?

COUNCILPERSON T.D. DAVIS: I'll make a motion -- go ahead.

CHAIR PRO TEM PARDO: Um, I -- I'm sorry.

COUNCILPERSON T.D. DAVIS: Go ahead.

CHAIR PRO TEM PARDO: Um, I would like to nominate Councilman Thomas for the Chair.

COUNCILPERSON T.D. DAVIS: I second.

CITY CLERK WARD: No more nominees?

COUNCILPERSON GUYTON: Um, uh, Miss Clerk, Chair?

CITY CLERK WARD: Yes?

COUNCILPERSON GUYTON: If there are no more nominations, I move that the floor be closed for nominations.

CITY CLERK WARD: Thank you. So that declares Councilman Cedric Thomas is Council Chair for the next three years.

CHAIR PRO TEM PARDO: No, for the next year.

CITY CLERK WARD: Next -- elections come three years.

CHAIR PRO TEM PARDO: No, but we change the chair every year.

CHAIRPERSON THOMAS: No problem. We'll -- we'll fix it. It's one year. We -- we --

CHAIR PRO TEM PARDO: Congratulations.

CHAIRPERSON THOMAS: We got it. We got it. Thank you.

CITY CLERK WARD: I relinquish the gavel to you.

Are you gonna stay out here?

CHAIRPERSON THOMAS: Thank you.

CITY CLERK WARD: You're very welcome.

CHAIRPERSON THOMAS: Thank you, Madam Clerk.

CITY CLERK WARD: You're welcome, sir.

CHAIRPERSON THOMAS: We will continue with the remaining part of the agenda. The floor will now be open for nominations for the Vice Chair or Chair Pro Tem.

COUNCILPERSON GUYTON: Uh, Mr. Chair?

CHAIRPERSON THOMAS: Yes, sir, Councilman Guyton?

COUNCILPERSON GUYTON: I move that, um, Councilwoman Judy Davis, uh, name be put on the floor for Vice Chair.

CHAIRPERSON THOMAS: So noted. Okay.

COUNCILPERSON T.D. DAVIS: Um, uh, I move --

CHAIRPERSON THOMAS: Yes, sir, Councilman Davis?

COUNCILPERSON T.D. DAVIS: I -- I move that Councilwoman Dawn Pardo is Vice Chair.

CHAIRPERSON THOMAS: Okay. We have two nominations. Are there any other nominations for Chair Pro Tem?

COUNCILPERSON GUYTON: If there are none, I move that the floor be closed for nominations, Mr. Chair.

CHAIRPERSON THOMAS: Okay. Floor is closed with Councilwoman Pardo and Councilwoman, uh, Davis, uh, being nominated for Vice Chair. Uh, if this is no other comments, concerns, questions about the nominations, we, uh, will take a vote.

MAYOR MASTERS: I -- I do have a question, a concern.

CHAIRPERSON THOMAS: Uh, yes, sir, Mayor.

MAYOR MASTERS: I -- I do not have -- have a vote, as -- as you know, Mr. Chair, but I am certainly in favor of, um, Dawn Pardo becoming the co-chair. Thank you.

CHAIRPERSON THOMAS: Okay. Are there any other questions or concerns? Okay. First we will vote on Councilperson Pardo. All in favor of Councilperson Pardo either signify by saying "aye" or raising your hand? It's gonna be two. All in favor of persons for Councilwoman Davis signify by raising your hand or saying "aye"?

COUNCILPERSON GUYTON: Aye.

CHAIR PRO TEM PARDO: Aye.

CHAIRPERSON THOMAS: I guess that this means that I'm going to be the tie break.

COUNCILPERSON GUYTON: Uh, Mr. Chair, does the motion carry 3-2 for Miss or Councilwoman Davis?

CHAIRPERSON THOMAS: I'm -- I'm pondering upon that now. We have a 2-2 tie. I did not vote in there.

COUNCILPERSON GUYTON: Oh, okay.

CHAIRPERSON THOMAS: Okay. I'm gonna cast my vote for Councilwoman Pardo.

CHAIR PRO TEM PARDO: Thank you. Thank you.

CHAIRPERSON THOMAS: Okay. We're going to move down to the Mayor and City Council comments. We'll start with the -- the Mayor.

MAYOR MASTERS: Thank you. Mr. Chair, I am certainly grateful to God to have the opportunity and the privilege to serve not two years, but three years. First time for me to serve for three consecutive years. As you know, you and I and Mr. Guyton, Councilman Guyton and others fought very hard to get three years, and I'm just thankful that I'm one of the recipients of that battle to serve in that capacity.

Let me congratulate you, Mr. Thomas, Chairman Thomas, for, um, the chairmanship. There's no question -- there isn't any question in my mind that you are qualified, justified, and sanctified to serve in that capacity, and that you will do an impeccable job. You will be fair, as you've always demonstrated, fair and just, and you will, as you always demonstrated, uh, a spirit of compassion, but yet being firm.

I want to digress for a moment and recognize my mother had six children, and we all are alive. Only one lives here with me, and that's my brother, who just walked in, Walter Ray Masters. Many of you don't know him, but he's in the back, and of course, wearing the Masters T-shirt.

Um, I have a lot to say, but I'm going to be brief as possible. First and foremost, I am a Christian. I respect religious beliefs of all religions. But one of the tenets of Christianity is the ability to forget and forgive. Reconciliation, restoration, and move on. And a part of that is being able to speak and to say what's on your mind and in your heart and your spirit, and once you let it go, you let it go and then you let God take it from there.

Easter Sunday, the Sunday that we celebrate the resurrection of the risen savior, Jesus Christ, is in this month. And in many aspects, I feel, I've felt and I feel that I also experienced a resurrection in this city, a mandate, a clear mandate from the people of Riviera Beach.

Before the resurrection was a crucifixion, and I feel, and I felt, and I feel now that many times I was experiencing some forms of crucifixions here in these chambers. I felt that several times I was disrespected up here. A couple of my colleagues walked out on me when I would speak. One or two, um, particularly didn't want me to speak, or if they did, they made it very difficult. I almost thought I had to go to the Supreme Court in order to speak.

I am the Mayor of this city, and I should never have to fight or argue with anybody to speak. I should be able to speak as long as I'm in order. I felt very disrespected. The mere fact in the history of this city that two of my fellow colleagues would run for -- to give up their seats, which were very comfortable, and challenge a city mayor is perhaps unheard of. I was very surprised, but I asked the Lord to give me grace to run this race.

I felt a sense of betrayal at one point. I felt hurt. It brought tears to my eyes that one of them particularly had decided to run against me, and I felt in many ways that that person was here because I helped to get that individual here. When I was told about it, I was coming off the Exit 95 on 45th Street, and I pulled over and literally tears came down. And I said, "Lord, I don't know why, but I'm gonna keep my hand in your hand. Weeping might endure for a moment or for a night but joy will come in the morning."

AUDIENCE: Amen.

MAYOR MASTERS: I felt as I conclude, disappointed that the former Chair of this Council would publicly make a statement on YouTube saying that she didn't want to sit up here with me again for three more years.

AUDIENCE: Oh.

MAYOR MASTERS: It's on YouTube. Be careful what you ask for, because what you ask for may be what you might get. But one of the things that the Chair taught us, that the will of God will prevail.

AUDIENCE: Amen.

MAYOR MASTERS: Now, if the will of God will prevail -- now, let's stop justifying or making excuses why somebody won and somebody lost. Don't blame and shame and put it on Shelby. If Shelby had not been in the race, the loss would have been greater. If God is with us in the beginning, then God is with us in the end. So I conclude by saying, I have a forgiving spirit. I've forgiven the Chair for those comments. I have forgiven her and Mr. Lowe for anything they may have said that hurt me or -- or really, I just felt that, you know, I am not gonna try to say anything against anybody to get up to a position. If the work that I've done does not speak for me now.

AUDIENCE: Amen.

AUDIENCE: Hallelujah.

MAYOR MASTERS: Sister Margie, we not in church so, you know, be -- I don't want -- I don't want the police officers to throw you out. But -- but you -- I understand you're happy. That's -- that's one of our shouting Sister John members. So I -- I conclude, Mr. Chair, by saying to the citizens, if you don't know me by now, you will never know me. You know that I have been with you through thick and thin, and I appreciate that you spoke loud and clear, with a mandate that you have given me on the platform that I have run on. I am prepared to carry on every campaign promise that I made to you.

It was a victory for the veterans. It was a victory for metal detectors in public schools. It was a victory for the fire, the police, the workers, the students. It was a victory for the people. And it was also a victory that this Mayor will lead a charge for a referendum to be placed on the ballot that the people will have voice and will have vote to decide whether or not they want a used, leaky warehouse, or whether they want a new police station, a new Public Works, and a new everything in this city.

We love the services where they are. You said you want a voice. I promise you in November it will be on the ballot and the people will vote, and I will lead that vote. Thank you very much. Thank you, Mr. Chair.

CHAIRPERSON THOMAS: Thank you, Mayor. What I'm going to ask at this time, if everyone will silence their audio devices, uh, so that they don't interfere with the meeting. So if everyone will cut off their cell phones, um, so that they won't interfere with the meeting. Um, the, um, next councilperson will be District 1, Councilman Bruce Guyton.

COUNCILPERSON GUYTON: Um, thank you, Mr. Chair. And congratulations. Congratulations to the Vice Chair, um, Miss Pardo.

CHAIR PRO TEM PARDO: Thank you, sir.

COUNCILPERSON GUYTON: First of all, I would like to, um, give honor -- and I'm not a Bible carrying, scripture quoting individual, but I know from whence my blessings come, and I'd like to give honor to, um, the man above for allowing me to endure what I have done through all my years of living. It was by no single effort of mine, but obviously someone has been looking out over me, and I do recognize it, and I do appreciate it, and I'm just grateful for the blessings that have been bestowed upon me.

Having said that, there are, um, a few people that I would like to thank, and I always get in trouble because you always leave someone out, and if I leave someone out, please forgive me, um, because there are a lot of people that -- that helped me, but there are some who worked very closely with me.

First of all, I would like to give thanks to my, um, campaign manager, who is a former councilperson. I don't know if she's here tonight, Miss Cynthia Beckton. She worked

very closely with me and, um, has been a very strong inspiration through this process. The other person that worked very closely with me is Sylvia Blue. She's also a former councilperson. And, um, she has also been an inspiration to me.

Speaking of Miss Blue, I've, um, asked Miss Blue to be my legislative aide, and she's agreed, so as I go through my journey, uh, Miss Blue, who have been on the front line for many years, um, will be assisting me in -- in my, um, responsibilities as a councilperson.

I'd like to thank, um, a mentor of mine. She's the reason why I'm probably sitting here. I got a phone call when I was in grad school, working on my Masters, Urban and Regional Planning, and, um, there was a request for me to serve on the Police Pension Board. And my first reply was, Absolutely not. I have been there, done that, served on the City Council. I just cannot help you with that one.

So to make a long story short, um, I -- I recommended the name. She called those people, talked to a few other people and, um, she was not satisfied, so she called me back, and this person I just cannot say no to. And, um, she is someone that I hold in high regard, and I have a lot of respect for her. She has been very, um, encouraging to me and I will always be grateful to her, and that is former councilperson Billie Brooks. I don't know if she's in there. Give Miss Brooks a hand. Thank you.

Uh, Miss Brooks is someone that I consider a mentor. Um, she's bright. She's intelligent. She's a hard worker, a long-time taxpayer, and she's always, always had encouraging words to say. Even when everyone else is caught up in a controversy, um, she's always been positive and encouraging, and I really appreciate your support, Miss Brooks. Thank you very much.

Um, the other person I would like to thank, um, is Mr. Dan Calloway. Mr. Calloway has been with me since I've been a child, through my ups and downs, crazy turn-arounds, Mr. Calloway has never, ever forsaken me. When others would pass judgment, Mr. Calloway never would. He would reach out to me when I needed a hand, and he's been there for me for many, many years, and -- and I really appreciate it, and I'm grateful to have had him in my life.

And as I wind up, um, I've been involved in politics a long time. Um, partly why my hair is gray so early in life. But it's something that I love, and I love it because it's an avenue that impacts the quality of not only my life, but the lives that the elected officials oversee. The people who are elected determines the level of service that you get, the taxes that you pay, the quality of the parks where you go. I mean, they impact your life in many different ways.

I realize that if I'm gonna live in this community, I've got to give back. And I decided that this is the way that I'm gonna give back. I'm gonna make the ultimate sacrifice, because this is brutal, it's demanding, it's challenging, and it's very stressful. This is no walk in the park. Some think that, you know, this is pretty flattery. It's not. It's a lot of hard work. And those who take it seriously understand that. And that I went to school

to learn how to plan communities, I felt that this is my way to give back to my community, and this is how I chose to give back.

I -- I became friends with, um, most people on this dais, as a matter of fact, um, and -- and to different degrees of friendship, but to some degree I've been friends with most people up here. Um, there are two that I've been especially close to in the past few years, one of whom sit immediately to my right is, um, Miss Judy Davis. I'd like to thank her. Um, she's always been an inspiration and an encouragement. And we don't always agree, but we agree to disagree, and we don't get angry when we take different positions, and that is what I never understood about a lot of people. If you don't agree with them, you become their arch enemy. That's ridiculous.

I -- I mean, you know, we all have a right to take different positions, but that doesn't mean that we dislike or hate you or -- you know, our life experiences have made us how we are, and we each, um, has had our own life experiences, and make our decisions based on our life experiences. So I can't judge anyone because they disagree with me. I don't know what they've been through in life that has determined and -- and created their thought process. But, um, for some, if you don't agree with them you become their arch enemy. They'll attack you personally. They go for the jugular. You know, it is what it is, and I'm prepared for it. But Judy and I have always been friends, even when we disagreed. We'll say we agree to disagree, and I really appreciate her being there.

Lastly, um, my good friend that everyone knows. Me and this guy has -- have been up and down and, um, we've had our differences, but one thing that we've always been was respectful of each other's position. That's Mr. Cedrick Thomas. Cedrick was the only councilperson when I ran two years ago that came out publicly. I had some that support me quietly behind the scenes, but Cedrick came out publicly and supported me.

Um, if you would listen to us at some family gatherings, you wouldn't imagine that we're so close, because we really go at it when we are, um, debating the issues, and you'll probably see a little bit of that up here, as well. Um, but I like to thank my good friend for being there, I mean, unwavering, um, through the thick and thin. And I'm just grateful that now we can serve together on this council and work together to move our city forward.

The people who I want to thank the most, though, are those who came out to the polls and voted. Whether you voted for me or voted against me, it really doesn't matter. It's a motivation; either way you voted. Um, you have that right to vote against me, and those who supported me, I definitely appreciate it. And those who voted against me, I'm prepared to work with you, as well. Um, I'm not one who would be, um, looking to placate and kiss up and pacify. I'm not a phony, um, but those who would like to have a civil discussion with me, even though we may have agreed on the issues, I'm here. Don't think because we disagreed or you didn't support me that you can't approach me. You can. I just ask that you be respectful, and I'll be respectful to you.

Um, you know, I don't respond well to those who try to be political bullies and try to intimidate you, try to shame you into a position. I go dig up some dirt on you, so it's -- I

mean, really, get a life. Um, I'm just here to be a public servant, and if we all can respect each other and agree to disagree, we can move our city forward in a positive manner.

And I would like to just indicate the issues that I'm most concerned about now, one is the marina project. We have a $240 million project now that is in question and, um, it's -- it's an area that I feel is gonna be a catalyst to developing our economy, so you will find that I would be very, very adamant about moving that issue forward and getting it to a point where we can create jobs, we can, um, create an environment where people will want to come to our town and spend money, and we can be proud of being residents of Riviera Beach.

And the -- the thing that I've had the most complaints about, and I've talked to the City Manager, is that, um, we have a lot of employees who are very, very good, very pleasant, very kind, very responsive. But within every organization you have those employees who are not so pleasant, who are not so kind, and they don't represent our city well.

I've told the City Manager that customer service is priority. Our employees that work in the public sector work for you, the public, and when you come into this building, they need to be kind, pleasant, and respectful. That doesn't always happen and that's a pet peeve of mine, and I've told the City Manager that that is something that I will be monitoring, and in defense of the City Manager, she had already developed a plan, and she's dealing with that issue now. So, um, those are the things that are on my mind. I'd like to thank everybody and, um, I'm ready to go to work. Thank you very much.

CHAIRPERSON THOMAS: Thank you, Mr. Guyton. Uh, next we'll have District 2, Miss Davis.

COUNCILPERSON DAVIS: Yes, sir. Thank you, Mr. Chair. Um, first, congratulations to you as Chair and --

CHAIRPERSON THOMAS: Thank you.

COUNCILPERSON DAVIS: -- to Miss Pardo as Vice Chair. Um, there's one thing that I'd like to say about Judy Davis first and foremost. Um, Mr. Guyton hit on it a little bit but, um, for people who don't know me, um, I am a person of my word. If I tell you I'm gonna do something, I'm gonna do it. You can count on that. And if I can't do it, I'm gonna call you up and tell you why I can't.

Um, I don't get into the political games that people play. Um, I'm just here to work. So with that being said, I want to welcome back the Old Guard and, um, the newly elected, uh, members, Mr. Davis and, um, Mr. Guyton. Um, I'd also like to say that, uh, I totally enjoyed serving with, um, uh, Councilwoman Brooks and Councilman Lowe. Uh, we served together for a number of years and it was -- um, we got a lot done. So thank you very much for your service. Um, I'm simply hoping that everybody here is ready to move the city forward. Thank you, Mr. Chair.

CHAIRPERSON THOMAS: Thank you, Miss Davis. Uh, next we'll have Councilwoman Pardo?

CHAIR PRO TEM PARDO: Thank you, um, Mr. Chair, and congratulations to you, and Mayor Masters, congratulations.

MAYOR MASTERS: Thank you.

CHAIR PRO TEM PARDO: Welcome back to the dais. Mr. Guyton, congratulations to you --

COUNCILPERSON GUYTON: Thank you.

CHAIR PRO TEM PARDO: -- and Mr. Davis, congratulations to you.

COUNCILPERSON T.D. DAVIS: Thank you.

CHAIR PRO TEM PARDO: Um, I look forward to serving with you guys for the next two years and, um, Judy touched on it briefly. Um, I served with Councilman Lowe for five years, and with Miss Brooks for four years. In that time I believe we really moved the city forward. If you take a look at this city, and what the city was like six years ago, prior to the new council and mayor getting elected, and take a look at the city now, you know, you can look around and see. We got a lot accomplished: the Ocean Mall on Singer Island, the marina.

Um, as a matter of fact, tonight we are supposed to accept an award. Um, we are getting Project of The Year from the marine industries of Palm Beach County for the work that we did at the marina. So, um, I hope with the new council that the momentum continues. We do have a lot of work in front of us, and with that, I'm ready to get to work and, you know, hopefully we can start this agenda very soon. Again, congratulations everyone, and let's get to work.

CHAIRPERSON THOMAS: Thank you Councilwoman Pardo. Next we'll have Councilman Davis.

COUNCILPERSON T.D. DAVIS: Thank you --

COUNCILPERSON DAVIS: Trying to figure out a way --

CHAIRPERSON THOMAS: I know. I'm gonna have --

COUNCILPERSON DAVIS: -- seeing there's two.

CHAIRPERSON THOMAS: It's gonna probably be Mr. and Ms.

COUNCILPERSON DAVIS: Oh.

CHAIRPERSON THOMAS: Or maybe we'll just call him Mr. T.D.

COUNCILPERSON T.D. DAVIS: That will work. I respect that. First I wanna say congratulations to yourself, um, Chair Thomas --

CHAIRPERSON THOMAS: Thank you.

COUNCILPERSON T.D. DAVIS: -- and Co-Chair Pardo.

CHAIR PRO TEM PARDO: Thank you, sir.

COUNCILPERSON T.D. DAVIS: Mr. Guyton and the Mayor, congratulations on your election. To the residents of Riviera Beach, um, I give honor and praises to my Lord and Savior Jesus Christ, because without him as a part of this community I wouldn't have made it this far so far. Um, it's a great story in this election. Um, the residents of Riviera Beach, um, had a choice on the decisions they were gonna make when they had choice to go to the bat on who they wanted to select, and I thank you all for voting.

To the young children who wasn't of age that supported me that couldn't vote, thank you for your support. Thank you. There's a lot of young children out there saying, "Mr. Davis, I want to vote for you. I want to vote for you. I am gonna vote for you." I said, "But you got to wait till you're 18, but thank you for that support."

I want to thank the members of St. James Missionary Baptist Church, uh, my pastor, Tony Drayton for being supportive and keeping me in their prayers; Mount Olive Church, um, Reverend, um, Pastor Evans; (inaudible) Avenue, um, Church; Hurst Chapel; Shiloh, Pastor Williams, and any other churches that I missed, Reverend Parish, Mayor Masters.

AUDIENCE: Hill Top.

COUNCILPERSON T.D. DAVIS: Hill Top, Reverend Davis. Can't forget the Davis. All right? Uh, I wanna make sure I get those churches in there. I want to thank Riviera Beach Parks & Recreation, because I'm a part -- product of that great facility. Um, it shows to show you that we have young people in our community who actually go through it and use the opportunities and the resources we have that we can get on this dais and actually have opportunity to show a reflection of our great community.

I want to thank my mother for all the years that she put into me, all the whuppings, all the spankings, all the prayers and chastisement, and all the love she given me and standing by me through this great opportunity. I want to thank my father for his 22 -- 21 years of service as an employee of the City of Riviera Beach. I want to thank my grandfather, M.C. Johnson for his 38 years in Parks Department here in Riviera Beach, showing me what it takes when he come home from work hurting and tired, on what it feels like to be a city employee and being grateful and being able to live long enough to give something back.

Um, I'd also like to say thank you to the South Side, Reverend Davis, Miss Davis, Dawson, Dawkins, Miss Meekins. If I missed anyone else on the South Side, I apologize, but to the whole South Side community, thank you all for supporting me. I

would say thank you to the residents of Marlboro Heights. I'd like to say thank you to the residents of Park Manor. I'd like to say thank you to -- to all the residents of Stonybrooks for believing in me and allowing me to work with them through the hard times they been going through as you see their living conditions getting much better. And we still have a long way to go, but things are getting much better. But we of the community have to keep those people in our prayers, keep them in our prayers because it takes a village to raise a child, and as a village, we've got to work together.

I want to send another thank you out to my grandmother, uh, Willie Mae Hester, um, for her great work and the great food she put into my soul when she feed me when I come home from school, and making sure I study and do the homework. I want to thank my aunts, my uncles, my cousins. I want to thank Dejenae [phonetic] Williams for being the one of the youth, my team captain of the youth, uh, Sherah [phonetic] Williams, uh, Amonte [phonetic] McNutt. I want to thank, um -- who else we have here? I want to thank Chief Wester for motivating me.

AUDIENCE: Go ahead, Chief.

COUNCILPERSON T.D. DAVIS: Uh, no. You gotta get Wester. He -- he -- he has a way of getting you -- keeping you motivated. Making you stay on your toes. And Mr. Wester, I want to thank you for keeping me on my toes, because you are the first black police -- um, fire chief in our community, and I hold you to that standard, and thank you for holding me to a standard because when we step out of line we need to have someone that's gonna push us in line. I respect you and I thank you for what you done so far.

Um, I don't want to miss anybody. I'm not gonna hold you long. But, um, I'm so used to sitting on the other side. I'm trying to -- is there anyone else? Uh, I want to thank you to all the other supporters who gave me great financial support, uh, 'cause you understand, it takes a little few dollars to raise the money for this election. Um, I want to thank, um -- I'll give a special thanks to a, um -- a young lady, Miss Williams. She has been by my side for the last two years when getting ready to run for office and she pushes and she pushes and she pushes. Uh, Miss Williams, please stand up for a minute, please. Please stand up.

I'm gonna tell you something. This young lady, she had -- she had a great strategy. She has great fight. She has the heart of a lion. Yes, she's a beautiful, nice, sweet looking young lady, but she don't play, and she -- she kept me in check. She will be assisting me as I choose my next legislative aide. Um, she will be helping me out with that.

I want to thank Miss Brooks. Only thing I can say about you, Miss Brooks, elections, a lot of time, like they say, it brings out the good in some people and bring out the bad in some people. But one thing I can say about you, every time I saw you, you told me no matter what the results are, what happened, just take the good with it. And you had a smile on your face when you did it, and I want to say thank you.

I want to thank Reverend Burrs, Citizen Task Force, for giving me the opportunity at least come to the table and show me that, you know, you have an opportunity to come to a table, and there's a vision, giving me that vision to represent you.

I -- I want to thank Shelby Lowe, um, for giving me the opportunity to walk, and sit in this chair. I mean, I don't know what happens between him and Mayor Masters, you know, with the challenge, but it's fair game, but I wanna thank him because it's not every day as a young man you get the opportunity to come back in the community and someone reaches back and say, You know what? I believe you. I'm gonna give you a shot. And I wanna thank him for being positive.

I want to thank all the residents that came here tonight for being positive. Those at home that are watching, we as a community have to always maintain a positive attitude because attitude reflects leadership. And I want to thank you, and y'all have a good night.

CHAIRPERSON THOMAS: Thank you, uh, Councilman Davis. Uh, before I make my comments, I do want to recognize, uh, a couple of individuals. I did see the mayor, the former mayor of Boynton Beach. Is he still here?

AUDIENCE: Yeah, John Hay.

CHAIRPERSON THOMAS: Is -- is Mayor Hay still here? He -- he left. I wanted to recognize him. I also see, uh, the West Palm Beach commissioner, Mr., um, Ike Robinson. Please wave your hand, uh, Commissioner Robinson. Oh, here -- here -- here's the Mayor, as well, of, um -- the former mayor who serves, uh, so greatly, uh, in Boynton Beach. Thank you for being a part of this, and if you're still around, I'll give you a few minutes after we get done to, uh -- to speak.

I also see, uh, our County Commissioner, uh, Commissioner Priscilla Taylor. Is she still here? I saw her when I came in. She -- she stepped on the outside? Okay. If you -- if you're here and you wanna stick your head in, uh, Commissioner Taylor, we, uh, appreciate you being here, as well. I know that some of the, um, comments from the Board got a little lengthy, uh, so I just wanted to make sure that, um, you got a chance to be recognized before leaving. Are there any other elected officials here that I missed?

MAYOR MASTERS: Ann Lipton's here from Councilman Hasting's office.

CHAIRPERSON THOMAS: Mrs. Lipton, thank you for being here. Just please wave your hand. Uh, from, uh, Congressman Alcee Hasting's Office who, um, has an office here. Actually, he's here, I think, is it one day a week?

AUDIENCE: That's correct.

CHAIRPERSON THOMAS: Yes, one day a week, Tuesday. So, uh, we'll be talking more about that. Uh, my comments are -- are gonna be, um, brief, because we do actually have a meeting to get to. Um, I, um -- I want to -- to first of all, um, thank, uh,

several women who are in my life. Um, as you saw me swear in, you saw, um, four of the most powerful women on the face of the earth stand behind me. And I may get all of the, um, accolades, uh, but it's because of their strong support and their unwavering prayers that I'm able to do this.

So, um, first, and most people say this is not in any specific order, but this first one is in order because she is, uh, first in my life. That's my wife, Tamika. Now, Councilman Davis had a special person for him stand up. I'm gonna ask my wife to stand up. We gotta get you on camera, baby. Stand on up. Yes, stand on up, honey. Yes. That's -- that's my wife. It's my wife. Um, that's -- that's my wife. All right. Um--

AUDIENCE: All right, Cedrick.

CHAIRPERSON THOMAS: I hear you. And you can -- you can go to church on that one, if you want to. That's my wife there. That's my wife there. Um, next is my daughter who does not mind hiding from the camera -- I mean, being in front of the camera, so Jasmine, please stand. You saw that didn't take long at all. That's my daughter, uh, uh, Jasmine.

Um, and I have my mom, um, who I'm sure will put in a pink comment card soon. Uh, Ma, you don't have to stand, but just everybody knows my mom, who's extremely proud of me, and I -- I have my mother-in-law, um, Miss Sandra Moore. Please stand if you want and just be seen. That's -- those -- those -- those four ladies, um, those are the four ladies that are in my life that -- that keep this moving.

I have my father-in-law here, um, as well. And most times, you -- you know, when you marry somebody, usually the -- the in-laws aren't as quite as close as we are, but my father-in-law is probably one of the closest men in my life who always provides me guidance. Mr. Moore, please stand. He just don't -- I can't make him stand. I can't make him stand, but I appreciate him being here.

There's a few other people, and I -- I -- I don't like to start calling names, because of course you're gonna miss someone, but there's a few, uh, people that I definitely just want to say thank you to, that has been there every day, um, through -- through the struggles that we've -- we've had. And, um, that's my -- my dear mother, um, and I have several mothers, um, Miss Jones. I know she's in the audience. Right. I -- my -- I got my main mother, who had me, yes, the first, right, the -- the tree. But some of the other, uh, surrogates: Miss Jones, please wave your hand. Where -- where are you, Miss Jones? Miss Evelina Jones. She's in the back. Uh, Miss -- Miss Meekins. Miss Meekins, please -- now, Miss Meekins, you know you got on that hat. Go on ahead and let them see that hat. Miss -- Miss Meekins got that hat.

AUDIENCE: All right.

CHAIRPERSON THOMAS: I would like to -- I'd like to also thank, uh, who's probably not here, uh, Miss Lillian Perrante who, you know, I -- I -- I don't know the age of Miss Perrante, but she has the most energy of anybody that I've ever seen, who pushed me and pushed me and called, no matter what time it was, and I really mean no matter

what time it was, uh, just to make sure that I was staying on pace, and I want to thank you, um, Lillian. I know that you're probably watching if you're not here.

I'd like to thank Mr., uh, Calloway, um, for also supporting me, and Mr. McCray for, uh, giving me some of the tough love. Um, I'd like to thank, um, uh, the -- uh, the citizens who have all, uh, come out to vote, uh, for me. I appreciate the overwhelming percentage of you who voted for me. That was very, um, heartfelt and I really appreciated it. It's -- it's not something that I, um, take lightly. I will do my best, very best to make you proud.

I would like to thank someone who's no longer here. Her name is, uh, Jennie Laboski [phonetic] who served with me for the last, um, year, little over a year. Um, I'd like to, uh, thank her, um, because she was, um -- she was very influential in helping this office continue to do a lot of the things that we were able to do, so I definitely would like to, um, um -- to thank her.

I'd like to thank all of the legislative, um, aides that worked in the office, um, from Deborah Hall to Debbie Isaacs to, uh, Jessica Pinsky, to Marian Dozier, um, Laura, um, Hanson. Um, uh, it was -- it was a gang of them. All of them participated in helping this office move forward, each and every one of them.

Next I'd like to thank, uh, Mr. Shelby Lowe and Miss, uh, Billie Brooks, Mrs. Billie Brooks-Salter, for, uh, being here and helping move the city forward. I'm happy to be serving with who the citizenry of Riviera Beach decided that they wanted to sit here, but I must say that group that was here, we worked hard, we got a lot done, and I'm very happy to say that I've served with each and every one of them.

Uh, to the Mayor, we definitely want you to continue to lead with, uh, integrity, um, and continue to do all the things that you do in the community. To Mr., uh, Guyton, who is a very dear friend of mine, and no, we don't agree all of the time. Um, but you know, if you wanted one person to -- or if you wanted everyone to think alike, you would only need, uh, to elect one person. So I'm glad to have him here. And believe me, believe me, I figure to get some good work out of everybody here.

Uh, Miss Davis, I've always appreciated your -- your outlook on things and I'm glad to continue to be serving with you. Uh, Mr., uh, Davis, Mr. T.D. Davis, um, I have not quite had the opportunity to work with you on very many, uh, issues, but I did see a lot of the work that you've done in the community, and I look forward to, uh, working with you on the Board. Miss Pardo, I'm glad that you're here, as well. I enjoy working with you and I'm glad that we'll be, um, continuing to -- to move the city forward.

One of the last things I definitely want to say is that this community, we need to heal and continue to move forward. The elections are over. I'm sure the campaigning is never going to stop. But what I'm asking is that we work together. We continue to move the city forward. We keep you in mind. We all serve you, and that is what I want all of my colleagues, as well as all of the groups around to concentrate on: moving the city forward, making it happen.

Let's try -- let's try very hard to throw the nasty politics out the window and just try doing our very best to serve our community would make me one of the happiest individuals that there is here. Okay. Now, we have to go ahead and continue with the agenda. We have two comment cards for this part of it. The first one would be Mike Sloser [phonetic]. I don't know who has the clock, but you'll have three minutes. Okay.

CHAIR PRO TEM PARDO: Thank you.

CHAIRPERSON THOMAS: Just -- just --

MIKE SLOSER: Mike Sloser, 4100 North Ocean Drive, et cetera, et cetera, et cetera. Um, I just wanted to come here tonight to congratulate all of you. Sincerely, Mayor. He asked me before, and I said "Sincerely." I congratulate you all. I have had a chance to know you all, and I congratulate you, and I welcome the opportunity to work with you.

As you know, I wear a few hats, and the hat I'll wear tonight is that Commission on Social Justice. We have a lot of work to do in the community, and that work started a long time ago. We'll be back to you. We'll be reporting to you. We'll be here on a regular basis. Pastor Drayton and I look forward to working with you, and when the time comes I know you'll be able to appreciate the work we're doing. So thank you very much, congratulations, and I'm glad you're there, not me. Thank you.

CHAIRPERSON THOMAS: Thank you very much for your comments, Mr. Sloser. Um, Mr. Ward, um, it's several cards and several items. Is this the item that you wanted to speak on?

GERALD WARD: This is the -- the item of this part of the program.

CHAIRPERSON THOMAS: Okay.

GERALD WARD: The induction, the new four swearing-ins.

CHAIRPERSON THOMAS: Okay. Well, you got three minutes.

GERALD WARD: Yes, sir. Gerald Ward, 2135 Broadway. Obviously, this ceremony has gotten better over the last 40 years. Uh, Miss Ward, or your City Clerk, has produced a process and procedure which is extremely productive and detailed if you follow it. The swearing in she has comprehensively listed out and then given you a set of homework, and although some of you are re-treads, uh, you have to take all of the homework and do it today, this week, this month. So, uh, I just think that it -- it is a -- an item that was developed over the last 20 years or so that is very comprehensive and you need to follow it.

Education. You've heard me at budget time. You're just now starting, uh, through staff, the budget which you will adopt in September. I've tremendously been repetitive about five percent of the budget needs to be in training, not only for staff, but five percent for you. And under your current system you sit as the CRA. The CRA has a better training system for understanding, uh, this. Come the 10th of April I hope to see all of you in

Pompano learning about the recent changes in -- of community redevelopment agencies. Um, 80 bucks is the -- the attendance fee, registration, and certainly each of you needs to go to look at that, because that's one of the big items of re-establishing Riviera Beach government. How you administer a dependent district within an agency, within the city. And that could be a substantial benefit to change the way we do business and make money.

Lastly, uh, you, uh, have had an election process. Uh, the mayor has started the City onto a way we change how you elect folks. Somewhere around one-third of his, um, votes were by absentee. He only collected maybe a fraction of those, but the mail-ins were the remainder. The process of elections, you were directed in 2008 to re-district. That's an ordinance that needs to be done as soon as possible, but the absentee process is the way of the future in getting people out to vote. Only 10 to 20 percent of the precincts, you have 13 effective precincts, 20 total. They all can be realigned to make this a more effective process and have the public participate.

CHAIRPERSON THOMAS: Thank you very much for your comments. Um, and our final comment card for this particular section will be, uh, Janie Johnson.

MAYOR MASTERS: Mr. Chair, while Miss -- Mother Johnson is coming --

CHAIRPERSON THOMAS: It's under public comment, and we're gonna get the public comment in just a minute, Miss (inaudible).

MAYOR MASTERS: While your mother's coming, I just wanted to recognize our friends on Singer Island. We're gonna continue to vote support for that police station and a permanent solution to the waters problem. Thank you.

JANIE JOHNSON: Good evening.

CHAIRPERSON THOMAS: Good evening.

JANIE JOHNSON: Janie Johnson, Riviera Beach, Florida. Proud mother of Cedrick Thomas. I have a poem that I wrote for you and I'd like to share it with you and this great audience. It says, "Fourth time elected, to God be the glory. Congratulations on yet another victory brought to you by God. Now you must seize the opportunity to continually do your part. You are favored and blessed beyond measure and nothing can compare to the hold God has on your life and the vision you soon will share. Once again you have this tremendous task that is set before you. Serve it with pride, dignity, and transparency in everything you do. Don't worry about your haters, because they're a blessing in disguise. They will keep you on your knees, and that makes your stronger and wise. Just remember you can't please all the people all of the time. So listen to them, make an informed decision, and everything will be fine. Although some accomplishments have been made, there's still more work to do. It's evident you're on the right track. That's why they re-elected you. The road ahead may seem rocky and sometimes hard to bear, but keep your hand in Jesus' hand --"

AUDIENCE: Oh, yeah.

JANIE JOHNSON: "-- because you know he's always there."

AUDIENCE: Um.

JANIE JOHNSON: "Challenges has a way of reminding us of the true powers we possess. Trials make us aware of resources we have to truly pass the test. Some events serves at catalysts for major changes and a tool to find remedies. A man of character comes to grip with difficult situations and realize his potentialities. Shun the criticism of evil-doers and pray your way through and leave a legacy for other young people who wants to serve this city, too. Now, when the ceremony is over and all well wishes have been given to you, fulfill the promises by doing what you said that you would do."

AUDIENCE: Um.

JANIE JOHNSON: Thank you.

CHAIRPERSON THOMAS: Thank you. Uh, thank you, Ma. I'll come buy the house to pick that up after. Appreciate it.

MAYOR MASTERS: That's the time to say, Let the church say amen.

CHAIRPERSON THOMAS: Appreciate that. Um, Miss, uh, Beaumont, Nancy Beaumont? If I'm -- mispronounced your name, I'm very sorry. You have three minutes. Your card came in a little late, but tonight we're gonna be excusing that.

NANCY BEAUMONT: Thank you. I want to, uh, congratulate Mayor Masters, and tell you how blessed I am to have known you, to work with you, to know the person you are, the heart and the soul of the man that you -- you represent. And, um, it's -- it's just been such a privilege. And to know that you serve all people, not only women, not only men, but children, the people who don't have a voice, and you're so committed and so passionate, and I am congratulating you. Thank you so much.

MAYOR MASTERS: Thank you. Thank you.

CHAIRPERSON THOMAS: Thank you very much for your comments. Okay. We're gonna move down to the, uh, agenda approval. Um, are there any additions, deletions, or substitutions?

CITY MANAGER JONES: Yes, Mr. Chair. Um, tonight, to the consent agenda, item number 12A, I would like to add, um, the application to -- uh, the bill -- or the authorization to apply for a grant from the Florida Fish & Wildlife Commission and Boating Improvement. This is a grant to help us continue, uh, working on our docks. Um, unfortunately, the application date is prior to our next meeting, and so I'm asking to add that grant application.

CHAIRPERSON THOMAS: Okay. We'll make that 12, 13. We'll make that 13.

COUNCILPERSON DAVIS: 12A, right?

CHAIRPERSON THOMAS: Wait a minute.

CITY MANAGER JONES: 12A.

CHAIRPERSON THOMAS: I'm sorry.

COUNCILPERSON DAVIS: 12A.

CHAIRPERSON THOMAS: We'll make that 12A.

CITY ATTORNEY RYAN: Yes.

CHAIRPERSON THOMAS: Thank you. 12A, grant application.

CITY MANAGER JONES: Under Community Benefits, I would like to add two items. Um, Councilman Terence Davis would like to make an award to West -- West Riviera Elementary School in the amount of $500, as well as Councilman Terence Davis would like to make an allocation of $375 to the Valley of Love Ministries.

CHAIRPERSON THOMAS: Okay.

CITY MANAGER JONES: It's also my understanding that the Mayor is now passing down additional, um, Community Benefit requests, um, but I'll let him speak to those.

CHAIRPERSON THOMAS: Okay. So we're gonna add under Community Benefits, 14A, um, Councilman Davis, to Community Benefits. Okay. So you have two under that. Um, and I think that we've, uh -- we have the paperwork on those already?

CHAIR PRO TEM PARDO: Yes, it's attached.

CITY MANAGER JONES: Yes, they're in here. Add delete packet?

CHAIRPERSON THOMAS: Yes, ma'am. And, um, Mayor, you also had a Community Benefits?

MAYOR MASTERS: Yes. I just passed it down. Everyone should have it.

CHAIRPERSON THOMAS: Okay. You wanna tell us about it?

MAYOR MASTERS: Yes. Thank you, Mr. Chair. Um, Envision America, Incorporated, is an after-school, um, program that's, um, inside of the old -- back in the day we called it Wedgewood, but now it's called Reserve, and Envision America seeks to empower young people to reach their potential by providing a number of comprehensive youth and family development services. They operate the clubhouse on the property of The Reserve in Lakeside in the city to increase academic achievements, raise self esteem and afford more opportunities to the children. It is the first after-school after-care program, um, there. Uh, and it's not just for the -- the children.

CHAIRPERSON THOMAS: Mayor? Mayor? I -- I don't really want to cut you off. I just wanted to know the name and then you can give that.

CHAIR PRO TEM PARDO: Yeah.

MAYOR MASTERS: Okay. Envision America, $2,000.

CHAIRPERSON THOMAS: Envision America.

MAYOR MASTERS: The Family Development Center, Summer Camp Scholarship Program, Kenny Bowers, $1,000; um, New Life, New Faith Ministries, all about --

CHAIRPERSON THOMAS: Okay. We're gonna give you three. You have three?

MAYOR MASTERS: $800.

CHAIRPERSON THOMAS: You have three?

MAYOR MASTERS: Yes.

CHAIRPERSON THOMAS: Okay. You can pass them on down to the attorney.

MAYOR MASTERS: I -- I -- I did.

CHAIRPERSON THOMAS: Okay. They're coming. They're coming. Any other additions, deletions, or substitutions?

CITY MANAGER JONES: Um, under Board appointments, um, item number 15, um, an additional recommendation. We have, um, two on for Planning & Zoning. An additional recommendation of Kimberly Jackson to the Planning & Zoning Board. And then the addition of the recommendation of Billie E. Brooks to the Police Pension Board.

CHAIRPERSON THOMAS: Okay. We'll make those 15A.

CITY MANAGER JONES: And in light of time, and I understand the -- some of you have things that you need to get to, I would like to ask the Council to consider holding item number 13?

COUNCILPERSON DAVIS: To the next meeting?

CITY MANAGER JONES: To the next meeting.

CHAIR PRO TEM PARDO: Okay.

CHAIRPERSON THOMAS: Okay. We'll move 13 to the next meeting unless anyone of my colleagues has an issue with that. We'll delete 13. Okay. Mayor, your two items will be, um, 14B, 14B.

MAYOR MASTERS: Thank you, Mr. Chair.

CHAIRPERSON THOMAS: Okay. Um, if there's no other deletions, substitutions, or addition -- additions, uh, I'll entertain a motion.

CHAIR PRO TEM PARDO: Motion to accept consent.

COUNCILPERSON DAVIS: I -- I just had one question, Mr. Chair.

CHAIRPERSON THOMAS: Yes, ma'am.

COUNCILPERSON DAVIS: I thought 14A was Westriv [phonetic], um, so --

CHAIRPERSON THOMAS: Yeah, 14 --

COUNCILPERSON DAVIS: So 14A is going to be Valley of Love and Westriv?

CHAIRPERSON THOMAS: Yes.

COUNCILPERSON DAVIS: Okay.

CHAIR PRO TEM PARDO: Right.

CHAIRPERSON THOMAS: Yes, yes, ma'am.

CHAIR PRO TEM PARDO: All right. My motion still stands.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON THOMAS: We have a motion and second. Okay. It's been properly moved and second. Are there any unreadiness concerns? Okay.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. We're going to move down to the, um, consent agenda. Before we take the consent, I want to make sure that I -- I promised the elected officials that I would give them a -- a minute to speak. Would the -- would the two of you just come in at the same time. You can take -- you can take a quick minute. I'm definitely sorry about that.

WOODROW HAY: Thank you very much.

CHAIRPERSON THOMAS: Thank you, Mayor.

WOODROW HAY: I am former Mayor, as of last night, of the great City of Boynton Beach.

MAYOR MASTERS: Still my mayor.

WOODROW HAY: Uh, I just wanted to come tonight to congratulate all of you and to let you know that, uh, if Boynton Beach could come through what we have come through, so can you. Uh, as many of you know and have read the paper, uh, we had our mayor, uh, arrested and God put me at the helm for such a time as this. I want to say to each of you that God has placed you in the position that you're in for such a time as this, and that is to move this great City of Riviera Beach to the next level.

I want you to know that, uh, I came up tonight. I gave up watching my favorite team, the Heat, which is playing right now, to, uh -- to be here to let you know that I support you. I support where you're going to go. Also to let you know that I continue to support, um, Mayor Masters in our Mayors Against Illegal Weapons in the Schools.

MAYOR MASTERS: Thank you.

WOODROW HAY: We are fighting that.

MAYOR MASTERS: That's right.

WOODROW HAY: We will continue to fight that effort. Because something needs to do -- needs to be done, and it can be done, and it will be done.

MAYOR MASTERS: That's right.

WOODROW HAY: If enough of us stay focused on the task and don't be sidetracked, we will overcome this, also. So congratulations to you. I commend you. I'm gonna keep my eyes on you because I like to look at you guys as a mentor for me, believe it or not. I've been mayor for over a year and, uh, I will probably at our next meeting be, uh, vice mayor, and I will continue to serve. If you look at yourself as the, uh, team of one, become a master servant, because that's all we are. We are servants of the most high. Dust we are and dust we shall return. So don't get too big --

MARGIE JOSEPH: Yes, yes.

WOODROW HAY: -- for your britches.

MARGIE JOSEPH: (Inaudible) man.

WOODROW HAY: Because we are all just servants of the almighty God.

MARGIE JOSEPH: Oh, yes.

WOODROW HAY: I thank you for this opportunity.

MARGIE JOSEPH: Hallelujah.

WOODROW HAY: I open myself to any --

MARGIE JOSEPH: Wow.

WOODROW HAY: -- uh, phone calls. My number is 732-9484. If you wanna call me, we'll dialogue. Righteous conflict is good. God bless you and God keep you is my prayer.

CHAIRPERSON THOMAS: Thank you, Mayor.

MAYOR MASTERS: Mr. Chair, let the record reflect that Margie Joseph is shouting on the front row in the chambers.

CHAIRPERSON THOMAS: Thank you. Uh, Commissioner Robinson.

COMMISSIONER ROBINSON: Thank you very much, Mr. Chair. Protocol having been established with the newly organized Council, and I'm very proud to say that all of you up there are my friends. I'm gonna do right quickly switch hats. As Past President of the Palm Beach County League of Cities, I'm gonna let you know, if you're not at the table, you are on our menu, and your City issues will be cut up. Note that for me, please.

Now, on behalf of my Mayor, my President, and my other three colleagues on the dais, we are your sister city. We have been with you. We will be with you. We will fight with you in any alley, as long as we're right and we know that we're doing something to improve the quality of life of our residents.

As soon as we do our installation on April the 4th, as I have promised, we will resume our sister city's discussion, and the first one, we will meet with Riviera Beach at our chamber and we will dialogue on issues that are critical to us. Keep telling my dais, only thing separating us is the Louise E. Buie Bridge, two CRAs together. There's power if we can handle it. So best of everything to you. But most important, if you're not at the table now, you are going to be on the menu. Thank you.

MARGIE JOSEPH: All right.

CHAIRPERSON THOMAS: Thank you, Commissioner Robinson. And, uh, thank you, Mayor. We appreciate it. And just so you know, Commissioner Robinson, we will be at the table. Yeah, we'll be there. Definitely won't be on the menu. Okay. We gonna move now to the, um -- the, uh, consent agenda. Um, all matters listed on this item are considered to be routine. There will be no separate motion -- action. Um, action will be taken by one motion. There will be no separate discussion of these items unless a councilperson so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Is there a motion?

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any questions, concerns, unreadiness? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Pardo?

COUNCILPERSON DAVIS: She left somewhere out there.

CHAIRPERSON THOMAS: Okay.

CITY CLERK WARD: That vote passed with Councilperson Pardo out.

CHAIRPERSON THOMAS: No problem. We do have a 7:00, uh, time certain comments from the public. It is shortly after that. We will move to that at this point. The first person that I have for comments would be Mr. Fane Lozman.

FANE LOZMAN: Fane Lozman. I have a copy here of the January 16th written minutes. In the minutes it said that Fane Lozman was going to -- Pam Ryan said Fane Lozman is gonna sue the City for his attorney's fees. On February 19th the U.S. Supreme Court issued its judgment and with the judgment was a letter back to the 11th

Circuit Court of Appeals. The process happens automatically. The Supreme Court judgment goes back to the appellate court, and then it goes back to the District Judge in Fort Lauderdale. He will hear, as is the law, what I am entitled to, relative to my costs and fees. He made the City put up a $25,000 bond for my living expenses while my home was arrested. I'm going to present to him my bill that I have: my attorney's fees, my costs, the value of my home and my living expenses for the last four years.

I have had maritime attorneys all over the country contact me. Law schools contact me. I've asked them the same thing. Pam Ryan says I'm not entitled to get paid my attorney's fees and the value of my home. And they laughed. The case law is quite clear that in this situation, as the prevailing party, and given the whole totality of the circumstances, I need to be made whole. I didn't ask the City to sue me.

The City did something very interesting that I think the Mayor knows, that maybe no one else does. The City accepted my rent check on April 1st of 2009 and returned it to me April 17th of 2009, and then April 20th said, Oh, you didn't pay your rent. We're gonna take your home, arrest it and destroy it. They created a phony maritime lien to go to Federal Court. This judge has a big problem with what went on here. Okay? Somebody's gonna have to write me a check for $300,000 worth of attorney's fees, $170,000 to replace my floating home, another $100,000 for living expenses the court already said I'd be entitled to if I prevailed. It's already in the District Court record.

You're talking $570,000 because Pam Ryan said, you know, we got to get him out of the marina, because he won the state eviction case. Who is gonna hold Miss Ryan accountable? Her term is coming up here in June. Who's -- what's gonna happen? Already the District -- the Supreme Court issued an order saying you have to pay me $10,073.50. Now, I'm giving this to the City Clerk to attach to my comments tonight from the Supreme Court. It's already $10,000 I have to be reimbursed for right away. What about my other $570,000? When is this gonna end that you're gonna get an attorney who's gonna tell you what the truth is?

Let me put it -- one more thing. There was 56,000 appeals in 2012. 56,000 people lost. Out of those 56,000, 10,000 appealed to the Supreme Court. They took 76 of the 10,000. 50 ultimately got reversed. I'm one of 50 out of 56,000. That just goes to show what kind of garbage went on here at the City. There needs to be some accountability. She needs to be held accountable.

CHAIRPERSON THOMAS: Thank you.

FANE LOZMAN: I'm now --

CHAIRPERSON THOMAS: Thank you very much --

FANE LOZMAN: -- giving this judgment to the --

CHAIRPERSON THOMAS: -- for your comments.

FANE LOZMAN: -- clerk.

CHAIRPERSON THOMAS: Um, next -- yeah, you can leave that right there at the desk. Um, the next speaker will be, uh, Mr. Richard Wester.

RICHARD WESTER: Good evening.

COUNCILPERSON DAVIS: Good evening.

RICHARD WESTER: Good evening. Richard Wester. I'm a retired fire chief from the City of Riviera Beach. First black fire chief in the State of Florida. I grew up here in this city with dirt roads and shell rock roads, 67 years ago. We got a City Public Works Director now. He's come to this city. You ride through here now, you'd think you're in Palm Beach Gardens somewhere. We got a City Council sit up here, and you know, we got a -- one of the few cities around here, uh -- we got an exit from the Turnpike, exit from 95 coming right through the heart of our city.

We got a City Council trying to strip the beauty that's trying to happen here. When people come through here you want to show your city off. We got -- wanna put the police department, fire department, over into the warehouse district. I heard the Mayor say he wants to hang up a referendum. Well, Mayor, that's the best thing I heard here tonight by bringing up that referendum. You got things that goes on through the city here. I mean, it's terrible. People don't know where they came from.

I was here, dirt roads, and it -- from coming to the Blue Heron Boulevard now you got something to show off, and the people don't know nothing what they doing, tearing it apart. And, uh, I ride through this city -- a lot of you ride through here, you see Dan Calloway got his name on a park. Uh, Reverend Henley got his name on a street. Herman McCray got his name on a bridge. Miss Buie got a -- I mean, no -- nothing -- nothing wrong with that. But we got the first black mayor came through here, Bobby Brooks. They got a plaque for Bobby. I bet you half of the people in this -- in -- in this building and never laid their eyes on it, 'cause they don't know where it is. You ride through this city you'll see Danny's name and everybody's name that I'm talking about. And you got a -- a dais right out -- I mean, you got a sign right out there said "City of Riviera Beach." Lit up at night. All it takes is a can of paint to paint Bobby's name up there.

The Mayor said that, uh, he -- he got for Reverend Henley to get up last time, the City Manager and Miss Brooks told me, Oh, we gonna do it for Martin Luther King's parade. Then they turn around, Oh, we gonna -- we gonna do it for, uh, Black History Month. You look out the window. I'm -- I'm watching it, too, (inaudible). And you watch it when -- when you go out to see if his name up there yet. It ain't up there, and it ain't gonna be there. There it is, right there.

CHAIRPERSON THOMAS: Thank you, Chief. Thank you very much for your comments. Um, next we'll have, uh, Laura Hansen. Is Laura Hansen here? Yeah, you're up next.

LAURA HANSEN: Laura Hansen, 11020 Legacy Drive, Palm Beach Gardens, Florida. To the Mayor, City Council, City Manager, City Attorney, City Clerk, and other city staff,

I come tonight to say thank you. Um, however, it is with a spirit of sadness and a spirit of happiness that I address you today. Sadness, because today marks the last day of my tenure as a temporary City of Riviera Beach employee. Happiness because of how pleasant my experience working for the City of Riviera Beach has been.

It has been an honor and a privilege to have worked for the City of Riviera Beach in the capacity of Legislative Assistant to former Council Chairwoman Billie Brooks. Thank you, Miss Brooks. You have helped me in more ways than you will ever know and I must also thank the City's former Chief of Staff, Miss Roseanne Brown, for my initial and ongoing training. I came to the City through a partnership between Riviera Beach and the Department of Vocational Rehabilitation. My goal was to gain experience that would lead to a new career for me. I am pleased to report that my goal was fully achieved.

Yes, I gained a wealth of new useful experience, but the most important thing was the way I was warmly received by the City of Riviera Beach family. Thank you all for that. Thank you for affording me the opportunity to volunteer for City events, meet constituents, make new friends, and yes, definitely be paid my salary, too. Thank you, thank you, thank you. I know firsthand why Riviera Beach truly is the best waterfront city in which to live, work, and play. Thank you all.

CHAIRPERSON THOMAS: Thank you.

COUNCILPERSON GUYTON: Thank you.

CHAIRPERSON THOMAS: Thank you very much for your comments, Miss Hansen. Uh, next will be, uh, Mr. Ward. Mr. Ward, we'll have to get a system so these cards aren't so confusing on what item you want to speak on. But go ahead. You have three minutes.

GERALD WARD: Gerald Ward, 2135 Broadway, and -- and that's why we put up at the top a little checklist for you. Uh, I think everybody needs to know that Friday was Treasure Coast Regional Planning Council's, uh, monthly meeting for which they heard the Palm Beach County comprehensive plan 13-2 -- 13-1, um, updates. Both the County and the Port of Palm Beach have items in there which would eliminate the State Road 710 connector. That's the road, the only piece of State Road 710 that was fully built in 1995, when the Port wanted to build the Sky Pass and cut it off, and promises were made, uh, transcripts are -- are available, and inter-local agreements are available to reconnect State Road 710 to Broadway.

Uh, the Treasure Coast voted Friday that that -- those provisions should remain in the County's comprehensive plan and the, uh, Port's master plan. Now, obviously Treasure Coast is like many planning groups. They're advisory and, uh, uh, we will see what happens as it proceeds through the State process. The, um, next item is that, uh, the back-up was not available for Item 12A or the two additional -- or the two additional, uh, Community Benefits items. The Charter requires that such back-up be available to the public. Uh, I'm not sure you even knew what was going on for those two items.

Lastly, there is the issue of the referendum of 2010 November, which Judge Kelly

issued his six-page opinion. I suggest each one of you get a copy of it and read it, because before we go off deciding that -- that some group has authority over it, it is a vote of the citizens, a referendum, and if you read Judge Kelly's decision, he opines as to his interpretation, and there are certainly lots of jailhouse or sea lawyers that will opine differently. But each of you needs to read the decision at the bottom of page one and the top of page 2, as to how he interpreted the provisions of the referendum, uh, so that you don't jump off the cliff before you have read at least what a legal opinion is at a circuit judge level within Palm Beach County.

CHAIRPERSON THOMAS: Thank you very much for your comment. Um, next we'll have Mary Brabham, Miss Mary Brabham.

MARY BRABHAM: Good afternoon. It's unfortunate that the Mayor's not sitting up on the dais as I speak. Formality says congratulation, and this is from the heart, congratulation to us all, to -- to you all. In God's eyes there are no winners, nor no losers. Not in this -- not in this realm. It is only the right and wrong where God will judge us upon.

I sat and I listened to the newly elected mayor as he gave his comments. He's still bashing. It -- it has been a lot said in this election here. When I look at the results from this election here, we can definitely say that it's not. It's still division. Not just amongst our communities, but all of the communities. I don't care where you go or what you do, whatever goes around comes back around.

He sat and he bashed Miss Brooks. I ask his legislative aides, whoever they may be, teach him moral character, principle, but most of all, integrity. What he did in this election, he -- he could be held accountable, but -- but I say, but what goes around does come -- come back full circle. He bashed Miss Brooks, not only Miss Brooks, anybody else that gets in his way.

For the residents, your mayor makes 40,000 -- almost $40,000 a year. When they posted that list (inaudible) -- on our candidates, they failed to put in there how much they make. And for all of you all that say that your mayor is doing a great job, you encourage him to do better. You encourage him to clean up his act. And I'm challenging the police department, whenever you see him, because he has been in the wrong, but he has not been arrested. See, your residents do not know these things, but we, as citizens, we know. And for him to sit up there and bash any candidate when his record is not clean is very, very disgraceful.

I say to you, Councilman Davis, don't be torn with every wind that blows. Govern from your heart and not from your -- from your head. Do the right thing. Move this city forward. If everybody could have been dazzling Victor, who was 102 years old, who did not sacrifice an absentee ballot to be mingled or disenfranchised, we would have had an -- and election. But this is man's election here. So I say, congratulation and do good. Thank you.

CHAIRPERSON THOMAS: Thank you very much, Miss Brabham. Uh, next we'll have,

uh, Miss Norma Duncombe. That -- that might be a hard act to follow, yeah.

AUDIENCE: Arrest him.

NORMA DUNCOMBE: Norma Duncombe, um, citizen of Riviera Beach. Um, I'm -- I would just like to address, uh, or add to what Mr. Ward said about the referendum, and I am so glad that Mr. Thomas said that it was important for everybody -- well, first of all, congratulations everybody. You look good. Uh, you said that you want to do the right thing for everybody in this city. I was glad to hear you say that. And the first thing we have to do is respect all people. We had a referendum prior to 2010, and there were some of us who did not agree with that referendum that said buildings could only be five stories high. But once it became a law, it was codified, put on the books, and that was it.

2010, bless her little heart, she's resting in peace, but Miss Emma Bates gave her life fighting for the public to have the accommodations of our marina, the same as they do in all cities. Now, there were some who disagreed, but the law was passed, and two weeks ago, three weeks ago, we went back to court, and it was reinforced by the judge, that this referendum should be put on the book and carried out. He threw out the referendum that came after that.

Now, all the referendum said was that the City should own and operate the marina. Now, there are some people who said, "That's impossible. We can't do what we need to do if the City owns it. We have to give it away to the developers." Well, let me give you an example. Up and down the East Coast every city owns and operates a marina. So I don't see why we can't do it.

The next thing is, the County Commissioners own the airport. They had developers to come in there, build the airport, vendors coming there, open up businesses, but the County is getting 20 -- at least I -- I don't know the exact amount, but about 20 percent off every business that is in the airport, off their gross amount. And they have a contract where the airport will be maintained to a certain level. So now, rather than saying you cannot operate and own the airport as a city, find somebody who could help you do what the people have voted for you to do. Thank you.

CHAIRPERSON THOMAS: Thank you very much, Miss Duncombe, for your comments. And our last --

COUNCILPERSON GUYTON: Um, um, Mr. Chair, be -- before you, um --

CHAIRPERSON THOMAS: Mr. Guyton?

COUNCILPERSON GUYTON: Um, I just have a quick question to the attorney, because it's my understanding that there are deed restrictions that don't allow us to ever sell our marina, um, or some type of legal restriction. Are you --

CITY ATTORNEY RYAN: You can't sell the marina.

COUNCILPERSON GUYTON: Oh, okay. Because there are accusations that somehow we're gonna give it to a developer, or sell it, but that can never happen because of the legal restrictions that are contained in the documents. Am I correct?

CITY ATTORNEY RYAN: That is correct.

COUNCILPERSON GUYTON: Okay. So I just want the public to know that there is no risk of ever selling, giving -- giving away, um, the marina to a developer. Thank you.

CHAIRPERSON THOMAS: Thank you, Mr. Guyton. Our final card will be, uh, Reverend Burrs. Good to see you Reverend Burrs.

REVEREND BURRS: Thank you, Mr. Chairman.

CHAIRPERSON THOMAS: You have three minutes.

REVEREND BURRS: I won't -- well, that isn't enough time, but I'm gonna try to do it. Congratulation to each of you all what has, uh, the Lord saw fit that you to sit there and to serve the citizens of Riviera Beach. And as I said on every time I approach this podium, I may not agree with you, but I don't dislike any of you just because I disagree with you. And, uh, and I would like to reiterate, based on what -- uh, what Chairman Thomas said that, uh, if Jesus sit there, everybody not gonna vote for him. So you can't get mad before because they didn't vote for you and et cetera, et cetera, uh, and all these things.

But here I am, Reverend William H. Burrs, 2542 Canterberry Drive, Riviera Beach, president of the Riviera Beach Citizen Task Force. As Miss Duncombe stated that the judge did rule in our favor, uh, as far as the referendum, and if we wants to move, uh, we never said that we didn't want the marina developed. We want the citizens to understand that. And prior to what Councilman Guyton said, yes, the City does have a -- a -- a mechanism in place to not sell it, but to lease it for 50 years.

The point is, no other municipality does that, either. They don't lease their marina for 50 years. They have a developer to come in, develop it and they run it. Just like you said about the airport. The airport was not released to the developers for 50 years. So this is all we're saying, that, uh, we -- that we -- I think we could develop our own marina, get somebody to develop it, finance it, and pay them, and run it ourselves.

But again, if we wants to -- uh, the judge did rule in our favor. If we want to move forward, number one, as she stated, we -- you -- you need to recognize -- this Council, now that the election's behind us, recognize the fact that the judge did rule in our favor, codify the referendum, put it on the budget, put it on the books, and then we can move forward. Recognize the fact that we won. Don't be -- get upset and try to prolong the situation. Recognize the fact. Then we can sit down and talk and (inaudible) the referendum, move forward. As long as y'all prolong that, then the longer it gonna take. So let's try to move forward.

If I -- and I hope I'm making sense to each of y'all. So let us do that and the election --

election behind. Put all the animosity behind and -- uh, because before you all ran, somebody was there before you all. So accept that. Amen. So that's what we're trying to do. We want to see the marina, uh, operates and run by the City because (inaudible)-- and I said to peoples that I talk with concerning the citizens of Riviera Beach, if the City would have taken control of the Ocean Mall, and if the City would have control of their refuse department, and keep control of their marina, we'll be floating in money.

We should not allow developers to come in and take over our business and tell us what they're gonna give us for it. It's your -- it's our business. Tell them what we will give them to develop it for us and we run it ourselves. See, the -- the developer said that the marina was a gold mine. Y'all heard them say that. Citizens heard them say that. If it's a gold mine, why would we give them the gold and we take the dust off the gold? Don't make sense. They want the pie. We gonna give them the pie and tell them how much of the pie we want back. No. We keep the pie and tell them how much we will give them. This is our marina.

Don't let nobody tell you what they -- what you would accept for your property. You tell them what you accept for it. So we're -- we're going to sit down with whoever, hopefully in the -- in the process of time, and try to get the marina developed and move forward and that we can work with the Citizen Task Force and get this city moving forward so we get some revenue coming into the city that we could, uh, maintain our budget. Thank you.

CHAIRPERSON THOMAS: Thank you. Thank you very much, Reverend Burrs. Okay. Um, that's the end of public comment. We're gonna go ahead and move to 14, which is, um, Community Benefits. Um, and this one is, um --

COUNCILPERSON DAVIS: That's mine, Mr. Chairman.

CHAIRPERSON THOMAS: Yes. Uh, City of Riviera Beach, uh, Memorial Day Tribute, Councilwoman Judy Davis.

COUNCILPERSON DAVIS: Yes, Mr. -- uh, Mr. Chair --

CHAIRPERSON THOMAS: Yes, ma'am.

COUNCILPERSON DAVIS: -- this would be the second annual Memorial Day tribute that would involve, um, the planting of the flags and a, um, ceremonial tribute to, uh, fallen veterans and, um, members of First Responders who have given their life in the line of duty.

CHAIRPERSON THOMAS: Is there a motion? Is there a motion?

COUNCILPERSON GUYTON: So moved.

CHAIRPERSON THOMAS: Is there a second?

COUNCILPERSON T.D. DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any questions, concerns, or unreadiness? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: That motion approved.

CHAIRPERSON THOMAS: Okay. We're gonna move to 14A, uh, Councilman T. Davis.

COUNCILPERSON T.D. DAVIS: Yes, that item is on for West Riviera Elementary and those funds to help out with the FCAT, and those dollars are for that.

COUNCILPERSON DAVIS: And the other one?

COUNCILPERSON T.D. DAVIS: And the second one is for the Valley Love Ministries --

CHAIRPERSON THOMAS: Wait. We're gonna do 'em -- we're gonna do 'em one at a time.

COUNCILPERSON T.D. DAVIS: Time, okay.

CHAIRPERSON THOMAS: Okay. So the first one is going to be West Riviera (inaudible) today.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON GUYTON: Second.

COUNCILPERSON T.D. DAVIS: For -- okay -- the FCAT test.

CHAIRPERSON THOMAS: It's been properly moved and second. Are there any

questions, concerns, or unreadiness? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. We're gonna go to 14A, subsection 1.

COUNCILPERSON T.D. DAVIS: All right. That's for the Valley of Love Ministries. That's for the Easter, um, banquet for the hungry and the homeless.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON GUYTON: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any questions, concerns, or unreadiness? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. We're gonna move to 14B. Mayor, if you're out there, can you return to the dais for your item, please? The Mayor's not here, um, but we can still entertain it if you like.

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON THOMAS: Okay. It's been properly moved and second. Um --

CITY CLERK WARD: Which one is this?

CHAIRPERSON THOMAS: This is going to be the one for, uh, Invasion America -- Envision America.

CITY ATTORNEY RYAN: Envision.

CHAIRPERSON THOMAS: Envision America.

COUNCILPERSON GUYTON: This is in --

COUNCILPERSON DAVIS: What's that now?

CHAIRPERSON THOMAS: Envision America.

COUNCILPERSON GUYTON: I think he had three, didn't he?

COUNCILPERSON DAVIS: Did he have three?

CHAIRPERSON THOMAS: Internet security for, uh, $2,000. The paperwork is in. The attorney has reviewed it. Seems it's -- it's in proper order. Do we have a motion and a second?

COUNCILPERSON GUYTON: So moved

COUNCILPERSON DAVIS: Second.

CHAIRPERSON THOMAS: Been moved by, uh, Councilman Guyton, second by Councilwoman Davis. Any questions, concerns, or unreadiness? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis.

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. We have 14B, subsection 1, the Family Development Centers.

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. The amount is for $1,000. Are there any questions, concerns, or unreadiness? The attorney has, uh, looked over this particular item, as well, and it is in good condition. If we don't have any questions or concerns, Madam Clerk?

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. We have, uh, 15, Item 15, Board Appointments. And this --

COUNCILPERSON GUYTON: Um, um, excuse me. Mr. Chair?

CHAIRPERSON THOMAS: Yes. Yes, sir, Mr. Guyton.

COUNCILPERSON GUYTON: Did we do the New Life for --

CITY MANAGER JONES: The Mayor had one more.

COUNCILPERSON GUYTON: Yeah, that was one more that he had.

CITY CLERK WARD: Sorry.

CHAIRPERSON THOMAS: Um -- okay. Let's go to 14B, subsection 2.

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON THOMAS: New Life Faith Ministries, um, $800. That's been properly moved and second. Are there any questions, concerns, or unreadiness? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis.

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: All right. Thank you, Mr. Guyton. I think that we have -- I -- I think that we have gone through all of those -- the, uh, Waste Management Community Benefits now. Okay. We're gonna move to, um, 15, Board appointments, uh, to the Planning & Zoning Board, to fill one regular member position and one alternate position.

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Are there any questions or concerns, unreadiness? Hearing none --

CITY CLERK WARD: Mr. -- Mr. Chair?

CHAIRPERSON THOMAS: Yes, ma'am.

CITY CLERK WARD: Okay. Who are the appointments and alternate?

CHAIRPERSON THOMAS: I -- it was in -- it's in the back-up, correct?

CITY CLERK WARD: I need to state it?

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON GUYTON: State it for the record.

COUNCILPERSON DAVIS: Oh, that's (inaudible).

CITY CLERK WARD: There's only one name in here.

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: No, actually there's three names. You have to appoint one regular member and two alternate members. We have three applications.

CITY CLERK WARD: Okay.

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: One is Brian Colton, Mr. Arthur Hamilton, and then Kim Jackson.

COUNCILPERSON GUYTON: And my motion --

CHAIRPERSON THOMAS: Who's applying -- who's applying for the -- the actual position?

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: All three of them are applying, and now the Council needs to select which one they want --

CHAIRPERSON THOMAS: Okay. Well, we --

COUNCILPERSON DAVIS: Right.

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: -- to appoint as a regular member and then --

CHAIRPERSON THOMAS: Yeah, we -- we can't do it that way, then. We're gonna actually need to take them, take them by a vote.

CITY CLERK WARD: Right, right.

CHAIRPERSON THOMAS: Okay. Okay. So the -- the first name is -- because it's back-up, it's not -- the first name is --

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: Brian Colton.

CHAIRPERSON THOMAS: Brian Colton.

COUNCILPERSON DAVIS: Mr. Chair?

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: And he -- he is -- I'm sorry.

CHAIRPERSON THOMAS: Hold -- hold on one second, Miss Davis.

COUNCILPERSON DAVIS: Okay.

CHAIRPERSON THOMAS: Let me just grab the other names. The second name?

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: Arthur Hamilton.

CHAIRPERSON THOMAS: Arthur Hamilton.

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: And the third name is Kim Jackson.

CHAIRPERSON THOMAS: And Kim Jackson. Okay.

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: All of them reside in District 1.

CHAIRPERSON THOMAS: Okay. No problem. Okay. Thank you. All right, I have it now. Um, um, Miss Davis?

COUNCILPERSON DAVIS: Yes, sir, um, Mr. Chair. My recommend -- I have -- I'm just gonna throw it out there. Um, I would recommend Mr. Colton to fill the regular slot, uh, Miss Jackson in first alternate, and Mr. Hamilton as the second alternate. And then we'll have a full board.

CHAIRPERSON THOMAS: Okay. Um, I don't have any problems with that. Does any of the other Board members have any problems with that?

COUNCILPERSON GUYTON: I don't. So move.

CHAIRPERSON THOMAS: It's been properly moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any questions or concerns? And just so we review and everyone knows, Mr. Colton will be the --

COUNCILPERSON GUYTON: The regular.

CHAIRPERSON THOMAS: -- actual member, the regular member, and Mr. Arthur Hamilton and Miss Kim Jackson will be alternate members.

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: Uh-huh. I think that Miss Kim Jackson would be first alternate and Mr. Hamilton --

COUNCILPERSON DAVIS: Second the motion.

DIRECTOR OF COMMUNITY DEVELOPMENT MCKINNEY: -- the second alternate was in the motion.

CITY CLERK WARD: That was the motion.

CHAIRPERSON THOMAS: Okay. We want to make sure it's correct. Is that your motion, uh, Councilwoman Davis, for --

COUNCILPERSON DAVIS: That is my motion, sir.

CHAIRPERSON THOMAS: -- Miss Kim Jackson to be first alternate and Mr. Arthur Hamilton to be second alternate?

COUNCILPERSON DAVIS: Yes.

CHAIRPERSON THOMAS: Okay.

CITY CLERK WARD: Mr. Guyton made the motion.

CHAIRPERSON THOMAS: Mr. -- Mr. Guyton, is that -- is that your motion?

COUNCILPERSON GUYTON: That is my motion.

CHAIRPERSON THOMAS: The motion still stands. How about the second?

COUNCILPERSON DAVIS: Second still stands.

CHAIRPERSON THOMAS: Okay. I'm gonna re-read the motion.

COUNCILPERSON DAVIS: We're -- we're clear.

CHAIRPERSON THOMAS: Mr. Brian Colton is going to be the actual -- the regular member. Miss Kim Jackson will be the first alternate, and Mr. Arthur Hamilton will be the second alternate. We have a motion and a second on it. Are there any questions, concerns, or unreadiness? Hearing none, Madam Clerk.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. Thank you. We're gonna go to 15A. Want to go to 15A at this time, um, which was an appointment to the Pension Board. It was an addition, and I didn't get the actual addition other than it being read by Miss Jones. Miss Jones, do you have an actual item for it?

CITY MANAGER JONES: Uh, the information that you have in your packet is an e-mail, um, from Miss Billie Brooks stating her interest in being appointed to the City's Police Pension Board.

COUNCILPERSON DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Yes, ma'am, Miss Davis.

COUNCILPERSON DAVIS: Uh, do you have public comment cards?

CHAIRPERSON THOMAS: I do.

COUNCILPERSON DAVIS: Okay. Go ahead.

CHAIRPERSON THOMAS: But I'll go to take your comment first.

COUNCILPERSON DAVIS: No, I'll wait.

CHAIRPERSON THOMAS: Okay. I have, um -- let's open it. Let's get a motion if they're so -- if they're --

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON DAVIS: I'll second.

CHAIRPERSON THOMAS: Okay. It's been properly moved and second. I'm gonna take the comment card that we have, Miss Billie Brooks?

BILLIE BROOKS: Good evening everyone, and congratulations to everybody.

CHAIRPERSON THOMAS: Thank you.

BILLIE BROOKS: Um, Billie Brooks, 1325 West 28th Street. Just want to say that I served about nine years on the Pension Board, the Police Pension Board, in the past,

and was the chair for many years, and proud to say that we did move very much forward in getting a lot of benefits for our policemen. Uh, they now enjoy a 13th check, something that had never happened in the history of that board, and with all this going on now with pension reform, I certainly would like to be repositioned back to that board and to help the board continue to move forward in a progressive way. So I thank you for your support.

CHAIRPERSON THOMAS: Thank you very much for your comments. Uh, Miss Davis?

COUNCILPERSON DAVIS: Uh, yes, sir. Um, Mr. Chair, I think Mrs. Brooks we -- we talked about it so often that, um, persons who serve on this board have gone, put in a lot of time and have gone to the classes and gotten the certification and everything, and that is a big plus, uh, for persons who serve on this board. So I would recommend highly that we, um, re-appoint Miss Brooks to the board.

CHAIRPERSON THOMAS: Yes, ma'am.

COUNCILPERSON GUYTON: And -- Mr. Chair?

CHAIRPERSON THOMAS: Mr. Guyton?

COUNCILPERSON GUYTON: Well, I must say that were it not for Miss Brooks, um, as I indicated earlier, I wouldn't have been on the Pension Board, and I probably wouldn't be sitting here, so, um, I concur with Councilwoman Davis. And another thing that Miss Brooks brings to the table, too, is that, um, she's been through the process. Um, she may have to get her certification reinstated, which wouldn't be a problem for her. Um, she has a graduate level education in addition to all of her other skill sets, so I'm hopeful that the Board would approve her, as well.

CHAIRPERSON THOMAS: Okay. Um, Mr. T.D. Davis, you have any comments or concerns?

COUNCILPERSON T.D. DAVIS: I truly support Miss Brooks being on this Board based on her previous experience and her love and passion for the community and the employees of Riviera Beach.

CHAIRPERSON THOMAS: Okay. And -- and my comments are that Miss, uh, Brooks is, uh, definitely, uh, qualified and certified to be a member of the board, and we -- as this Board we ask for people to go out and get certified and we want to make sure that that investment continues to move forward, and I think that she'll do an awesome job with it. So those are my comments. It's a motion and a second on the floor. If there are no other questions or concerns or unreadiness, Madam Clerk?

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson T.D. Davis?

COUNCILPERSON T.D. DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Thank you very much. Congratulations, Miss Brooks. Okay. Discussion by the City Manager.

CITY MANAGER JONES: The only thing I would like to say is congratulations to each of you, our newly elected and returning, uh, members of Council and the Mayor, and I look forward to working with each of you.

CHAIRPERSON THOMAS: Thank you. And we'll go to Legal?

CITY ATTORNEY RYAN: Um, I ditto the comments that the Manager, uh, made. Congratulations to the -- the new Council members, and the Mayor, and, um, I look forward to working with each and every one of you.

CHAIRPERSON THOMAS: Um, yes. And just so, um, at this point I know that we have individuals that come up and speak about, um, legal things in public comments. Um, everyone has the right to say whatever they want. It's First Amendment. You got freedom of speech. But what I would like for you to do, when you hear that, please have your assistant or yourself to research it and make sure that the accurate information is coming out from your office on those cases, and I know you can't do that tonight. You weren't prepared, but I just would like --

CITY ATTORNEY RYAN: (Inaudible) by tomorrow.

CHAIRPERSON THOMAS: Um, okay. Why don't you do that.

CITY ATTORNEY RYAN: Okay. Um, I've already -- I've talked about this case several times in the past. Um, I will make the comment on the $10,000 that was paid to Mr. Lozman. As I indicated to the Council at a City Council meeting, and in writing, the City was responsible for the $300, uh, Supreme Court fee and the printing costs. It just so happened that the printing costs were $9,773. That was the cost and we paid that. If we had prevailed, he would have paid our printing costs. If you saw the, uh -- the bound documents, you would know why it costs so much. They were quite beautiful and you have to get it done at the Supreme Court level. That is the amount that we were required to pay and there was no secret about that. I made it very clear.

Um, again, I will tell you that, um, in my conversation with maritime attorneys there is no

basis for Mr. Lozman to receive attorney's fees. Um, tonight was the first time I heard a half a million dollars. It keeps going up, and I -- I expect that it will by the time, um, it gets back to court, because I'm sure it's going there, it will be up to a million dollars. But, um, at -- at -- at this point in time, after our research, the amount of money that we've had to pay is over. We may have to pay him for the value of his boat. And as I've stated before, the court had its own surveyor come out and survey his vessel and valued it at 5,000 to $7,500. That is the amount that you may have to pay, because we did take his vessel, and the Supreme Court reversed the 11th Circuit and the District Court's opinion.

As I've said before, this Council did nothing wrong. The, uh, Supreme Court decided that it wanted to announce a new, um, standard, and it has done that. Uh, Mr. Lozman was right on one point, that they -- they do reverse the majority of cases that come to them. They do. And so this was something that was of interest to them and they chose to reverse the case, but the City Council should rest assured that, um, we are not going to be liable for $570,000, as Mr. Lozman stated tonight, or nothing near that amount.

FANE LOZMAN: You want to make a bet?

CHAIRPERSON THOMAS: Thank you very much. Mr. -- Mr. Lozman, we are in a public meeting. Please take your comments outside at this time.

COUNCILPERSON DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Yes, ma'am, Miss Davis.

COUNCILPERSON DAVIS: Just one -- one -- one question. Um, and this decision, Miss Ryan?

CITY ATTORNEY RYAN: Yes.

COUNCILPERSON DAVIS: Not only affects Riviera Beach, but it affects marinas across the country?

CITY ATTORNEY RYAN: It affects marinas across the country. I will tell you Mr. Lozman has not done, um, any favors to, um, individual vessel owners by, um, um, trying to punish the City, um, for doing what it -- it was supposed to do, and getting his derelict vessel out of its marina.

COUNCILPERSON DAVIS: Okay. Thank you.

CHAIRPERSON THOMAS: Thank you very much. Okay. Are there any, uh, committee reports? I guess that will come from Miss Davis or myself. We're the only two that are on committees. Do you have any reports, Miss Davis, from your committees?

COUNCILPERSON DAVIS: Um, just some information to, um, provide you and -- and my colleagues, um, and residents of the city. Um, Ms. McKinney and I, um, and several

staff members have, uh, had a series of meetings with FDOT concerning the -- the 710 issues, um, that residents have. Um, and most recently Ms. McKinney and I attended, um, the -- this -- the FDOT secretary, um, Secretary Prasad, um, was here on yesterday and attended a special meeting over in Palm Beach, of which Ms. McKinney and I also attended. Uh, however, speakers were not allowed there.

And, uh, but I did have an opportunity to speak with Mr. Prasad, who agreed that he would take a tour of, um, the area, and this morning received a call from him. Um, we met -- um, Ms. McKinney and I, met, uh, on State Road 710 and we drove him the whole length of State Road 710, from Congress, uh, all the way to the port. And he sees what is happening, um, and you know, I -- I don't want to say confident that he is going to, um, make some changes, but I'm very hopeful, um, that after our conversation he's going to do those things and, um, report back to us.

And I also got a call from Senator Clemens, who had a conversation with the Secretary, and the Secretary had asked him to give him one week for him to go back and review everything and he would get back -- back to us. So, uh, also, um, there is an MPO meeting tomorrow, of which, um, the MPO has requested an update. So residents out there, if you're interested in attending, um, you can be at that meeting. That would be great. So that's -- that's all I have, sir.

CHAIRPERSON THOMAS: Okay. And, um, Senator Clemens also contacted me with that.

COUNCILPERSON DAVIS: Uh-huh.

CHAIRPERSON THOMAS: And, um, uh, Councilman Davis has been, uh, the lead in that and been doing an excellent job, so I've basically just been, um, playing support on that and, uh, whatever she needs, she knows that we're lock and step with that. So the both of them, as well as Ms. McKinney, has been, um, moving that forward, and we think that we're gonna definitely get some type of a -- a resolution. So, uh, good job on that. Um, I don't think that there are any other committee reports at this time. Um, Statements by the Mayor and Council. We're gonna take the, um, Mayor first.

COUNCILPERSON DAVIS: He's not here.

CHAIRPERSON THOMAS: Seeing that he's not here, we're gonna move past the Mayor and we're gonna go to, um, Mr. Guyton.

COUNCILPERSON GUYTON: No comments.

CHAIRPERSON THOMAS: Okay. Miss Davis?

COUNCILPERSON DAVIS: None from me.

CHAIRPERSON THOMAS: Mr. Davis?

COUNCILPERSON T.D. DAVIS: I just wanna say thank you to the residents of Riviera

Beach once again and I'm very excited about serving here on this great day, and I want to wish everybody a good night and a safe ride home.

CHAIRPERSON THOMAS: Thank you. Um, you know, my only comments, uh, are that, uh, you know, I appreciate your vote of confidence in being the Chair, and I will serve in this year to the best of my ability. And I'll entertain a motion for adjournment.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON T.D. 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: _____
SECONDED BY: _____

B. GUYTON _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

DATE APPROVED: 05/01/2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: A resolution to reclassify the job classification of Billing and Collections Clerk to Senior Customer Service Representative.

Recommendation/Motion: A change from the job classification of Billing and Collections Clerk to Senior Customer Service Representative with only technical changes to the job description dealing with phones, correspondence and training.

Originating Dept.	FINANCE	**Costs:**	N/A
User Dept.	FINANCE	**Funding Source:**	N/A
Advertised:	No	**Budget Account Number:**	N/A
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
On November 7, 2012, per Resolution No. 130-12, the City Manager was directed to develop a comprehensive plan for Utility Billing within 90 days and report back to the Council. The plan was first reported to the Council on the February 6, 2013 agenda. A presentation was completed to the Council on April 3, 2013. One of the recommendations of the plan was to redraft the job description by putting more emphasis on customer service and updating job duties and responsibilities.

The current job classification of Billing and Collections Clerk is not widely used in today's workplace; therefore, a resolution to change the current job classification from Billing and Collections Clerk to Senior Customer Service Representative is more representative of today's work place.

There is no salary or pay grade change.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO: N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact :

N/A

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
RESOLUTION_Senior_Customer_Service_march_2013.doc	SENIOR CUSTOMER SERVICE REPRESENTATIVE RESOLUTION
Senior_Customer_Service_Rep_03_25_2013.doc	SENIOR CUSTOMER SERVICE REPRESENTATIVE JOB DESPCRIPTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE JOB CLASSIFICATION LIST BE AMENDED BY RECLASSIFYING THE CLASSIFIED POSITION OF BILLING AND COLLECTIONS CLERK TO THE CLASSIFIED POSITION OF SENIOR CUSTOMER SERVICE REPRESENTATIVE UNDER THE GENERAL EMPLOYEES SALARY SCHEDULE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the classified position of Billing and Collections Clerk is not so widely used in today's work place; and

WHEREAS, currently, the Billing and Collections Clerk's responsibility is responsible for customer service inquiries, research and resolution; and preparation of bank deposits, returned checks, lockbox and credit card reconciliations, liens, turn-off and turn-on service and other related activities to utilities billing.

WHEREAS, the Senior Customer Service Representative will perform the same or similar duties as the Billing and Collections Clerk; and

WHEREAS, only technical changes have been made to the job description, and

WHEREAS, the classified position of Senior Customer Service Representative is recommended as the new title to replace the position of Billing and Collections Clerk; and

WHEREAS, the position of Senior Customer Service Representative shall be added to the Job Classification List under the General Employees salary schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

SECTION 1. That the below classified position be reclassified on Job Classification List in the following matter.

FROM

SALARY SCHEDULE	POSITION	RANGE-	SALARY RANGE
General Employees	Billing and Collections Clerk	6	$27,279.86 $42,283.57

TO

SALARY SCHEDULE	POSITION	RANGE-	SALARY RANGE
General Employees	Senior Customer Service Representative	6	$27,279.86 $42,283.57

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

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THE CITY OF RIVIERA BEACH

JOB CODE: 6039	JOB TITLE: Senior Customer Service Representative	
EEO CLASS: Administrative Support	SUPERVISED BY: Utility Billing Supervisor	
PAY GRADE: 6	DEPARTMENT: Finance	DIVISION: Billing & Collection
STATUS: Non-Exempt	LOCATION:	
DEPT. APPROVAL:	HR APPROVAL:	CITY MGR. APPROVAL
Date:	Date:	Date:

Job Summary

Employee in this position must be responsible for customer service inquiries, research and resolution. They must be responsible for preparing bank deposits, returned checks, lockbox and credit card reconciliations, liens, turn-off and turn-on service and other related activities to utilities billing.

Supervision Received/Exercised

Work is performed under the general supervision of the Billing and Collection Supervisor.

Essential Duties and Responsibilities

1) Maintains utility record reports.
2) Performs utility customer service, account research and problem resolution.
3) Accesses, inputs and retrieves information from a computer.
4) Prepares turn on and turn off list.
5) Communicates effectively and professionally with the public.
6) Answers telephones and e-mails regarding City services, billing inquiries and customer accounts.
7) Prepares written responses to customer service inquiries.
8) Performs as back-up for Customer Service Representative.
9) Provides support for Customer Service Technician for the preparation of bank deposits, NSF checks and liens.
10) Provides support for Customer Service Technician for customer deposit refunds and final billing, reconciliation of daily lockbox and credit card transactions.

(These essential job functions are not to be construed as a complete statement of all duties performs. Employees will be required to perform other job related marginal duties as required.)

Additional Duties and Responsibilities

The employee learns the basics of all related positions and is capable and required to fill other positions in short increments.
Performs all other related duties as assigned.
The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position, if the work is similar, related or a logical assignment to the position.

Necessary Skills, Knowledge and Abilities

1. Knowledge of bookkeeping operations, practices and procedures.
2. Knowledge of utility billing procedures.
3. Ability to receive payments and other receipts and to make change with accuracy and speed.
4. Knowledge of office practices and procedures.
5. Ability to keep accurate records.
6. Ability to communicate using speaking, hearing and visual skills.
7. Ability to establish and maintain effective working relationships with public.
8. Ability to reconcile differences in cash and receipts.
9. Skilled in operation of a cash register, validating machine, CRT and calculator.
10. Ability to access file cabinets for filing and retrieval of data.
11. Ability to sit at a desk and view a computer screen for extended periods of time.
12. Ability to enter data with speed and accuracy.

Special Requirements

Mandatory pre-employment physical and drug tests.
The City of Riviera Beach maintains a drug-free workplace policy and program, as established under the guidelines of the Federal Drug Free Workplace Act of 1988 and Section 440.102, Florida Statutes.

Minimum Education, Certification, and Experience Requirements

High school graduation or possession of an acceptable equivalency diploma. Three (3) years of cashiering experience, customer service and billing
(A comparable amount of training, education or experience can be substituted for the minimum qualifications)

Selection Guidelines

Evaluation of education an experience; written exam; data entry exam; oral interview; other related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, copier, scanner and fax machines.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of office/equipment. While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand, walk, and use repetitive motions of the wrists, hands and/or fingers, handle, feel or operate office equipment. The employee is occasionally required to sit, balance, stoop, crouch, kneel, talk and hear.

The employee may occasionally lift and/or move weight (20-25 pounds) raising objects from lower to higher positions, and moving objects from higher to lower positions, and moving objects horizontally from position-to-position.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee works inside in an office environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate; a standard business office with equipment running. The employee may be exposed to an occasional electric shock.

Signature Approval

Employee	Date
Immediate Supervisor	Date
Department Director	Date

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: A resolution to reclassify the job classification Customer Service Clerk to Customer Service Representative.

Recommendation/Motion: A change from job classification Customer Service Clerk to Customer Service Representative with only technical changes to the job description.

Originating Dept.	FINANCE	**Costs:**	N/A
User Dept.	FINANCE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
On November 7, 2012, per Resolution No. 130-12, the City Manager was directed to develop a comprehensive plan for Utility Billing within 90 days and report back to the Council. The plan was first reported to the Council on the February 6, 2013 agenda. A presentation was completed to the Council on April 3, 2013. One of the recommendations of the plan was to redraft the job description by putting more emphasis on customer service and updating job duties and responsibilities.

There is no salary or pay grade change.

The current job classification of Customer Service Clerk is not widely used in today's workplace; therefore, a resolution toc hange the current job classification from Customer Service Clerk to Customer Service Representative is more representative of today's workplace.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
RESOLUTION_Customer_Service_Rep_march_2013.doc	CUSTOMER SERVICE REPRESENTATIVE RESOLUTION
Customer_Service_Representative_03_25_2013.doc	CUSTOMER SERVICE REPRESENTATIVE JOB DESCRIPTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE JOB CLASSIFICATION LIST BE AMENDED BY RECLASSIFYING THE CLASSIFIED POSITION OF CUSTOMER SERVICE CLERK TO THE CLASSIFIED POSITION OF CUSTOMER SERVICE REPRESENTATIVE UNDER THE GENERAL EMPLOYEES SALARY SCHEDULE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the classified position of Customer Service Clerk is not so widely used in today's work place; and

WHEREAS, currently, the Customer Service Clerk is responsible for issuing receipts for funds collected, maintaining simple bookkeeping records of transactions, issuing work orders, possessing basic knowledge about the utility service and answering general customer service inquiries.

WHEREAS, the Customer Service Representative will perform the same or similar duties as the Customer Service Clerk, and

WHEREAS, only technical changes have been made to the job description, and

WHEREAS, the classified position of Customer Service Representative is recommended as the new title to replace the position of Customer Service Clerk; and

WHEREAS, the position of Customer Service Representative shall be added to the Job Classification List under the General Employees salary schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

SECTION 1. That the below classified position be reclassified on Job Classification List in the following matter.

FROM

SALARY SCHEDULE	POSITION	RANGE-	SALARY RANGE
General Employees	Customer Service Clerk	5	$25,568.35 $39,631.13

TO

SALARY SCHEDULE	POSITION	RANGE-	SALARY RANGE
General Employees	Customer Service Representative	5	$25,568.35 $39,631.13

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THE CITY OF RIVIERA BEACH

JOB CODE:	JOB TITLE: Customer Service Representative	
EEO CLASS: Administrative Support	SUPERVISED BY: Billing & Collection Supervisor	
PAY GRADE: 5	DEPARTMENT: Finance	DIVISION: Utility Billing
STATUS: Non-Exempt	LOCATION: Utility Billing Division	
DEPT. APPROVAL:	HR APPROVAL:	CITY MGR. APPROVAL
Date:	Date:	Date:

Job Summary

This is technical work receiving cash and performing related duties within a professional environment. The work is performed according to established and well-defined procedures. Duties include issuing receipts for funds collected, maintaining simple bookkeeping records of transactions, issuing work orders, possessing basic knowledge about the utility service and answering general customer service inquiries.

Supervision Received/Exercised

Work is performed under the general supervision of the Billing & Collections Supervisor and is checked by daily reconciliation of monies and by periodic audits of receipts.

Essential Duties and Responsibilities

1. Communicate effectively and professionally with the public.
2. Opens, closes, operates and balances cash register/drawer on a daily basis.
3. Accepts payments from walk-in customers, drive-thru customers, by mail and/or night depository.
4. Receives, processes and posts details of transactions such as utility payments, permit fees, parking citation fines, lien search fees and collection of revenue from other City departments and the public.
5. Analyzes customer accounts and determines payment amounts.
6. Analyzes customer accounts and determines deposit requirements and service availability.
7. Prepares account payment agreements for utility customers.
8. Answers questions regarding billing, deposits, service transfers, service disruptions.
9. Inputs and completes all work orders of customer accounts.
10. Receives correspondence, scans documents, files and pulls materials from files, such as correspondence, documents and reports.
11. Discusses City policies and procedures with the public, orally and in writing.

Additional Duties and Responsibilities

The position learns the basics of related positions and is capable and required to fill other positions in short increments.

Performs other duties as assigned.

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position, if the work is similar, related or a logical assignment to the position.

Necessary Skills, Knowledge and Abilities

1. Knowledge of business English, spelling and mathematics.
2. Knowledge of principles and practices of cashiering.
3. Knowledge of payment processing and receipt processing procedures.
4. Knowledge of office practices and procedures.
5. Skill in using computer and software applications for accounting transactions.
6. Skill in using common office machinery and equipment.
7. Ability to communicate effectively with public and peers both orally and in writing.
8. Ability to access, input and retrieve information from a personal computer.
9. Ability to understand and follow oral and written instructions.
10. Ability to access file cabinets for filing and retrieval of data.
11. Ability to maintain a pleasant and calm demeanor in both telephone and personal contacts with disgruntled customers.

Minimum Education, Certification, and Experience Requirements

High School diploma or GED and 1 year of customer service and cashier experience. A comparable amount of training, education or experience can be substituted for the minimum qualifications.

Special Requirements

Mandatory pre-employment physical and drug tests.
The City of Riviera Beach maintains a drug-free workplace policy and program, as established under the guidelines of the Federal Drug Free Workplace Act of 1988 and Section 440.102, Florida Statutes.

Selection Guidelines

Evaluation of education and experience; written test; oral interview; or other job related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, copier, scanner and fax machines.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of office/equipment. While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand, walk, and use repetitive motions of the wrists, hands and/or fingers, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit, balance, stoop, crouch, kneel, talk and hear.

The employee may occasionally lift and/or move weight (20-25 pounds) raising objects from lower to higher positions, and moving objects from higher to lower positions, and moving objects horizontally from position-to-position.

Work Environment

The work environment characteristics described here are of a professional nature and are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee works inside in an office environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate; a standard business office with equipment running. The employee may be exposed to an occasional electric shock.

Signature Approval

Employee	Date
Immediate Supervisor	Date
Department Director	Date

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: A resolution to reclassify the job classification of Accounting Technician to Customer Service Technician.

Recommendation/Motion: A change from the job classification of Accounting Technician to Customer Service Technician with only technical changes to the job description dealing with billing maintenance, reporting, account reconciliations and training.

Originating Dept.	FINANCE	**Costs:**	N/A
User Dept.	FINANCE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
On November 7, 2012, per Resolution No. 130-12, the City Manager was directed to develop a comprehensive plan for Utility Billing within 90 days and report back to the Council. The plan was first reported to the Council on the February 6, 2013 agenda. A presentation was completed to the Council on April 3, 2013. One of the recommendations of the plan was to redraft the job description by putting more emphasis on customer service and updating job duties and responsibilities.

The curreent job classification of Accounting Technician is not widely used in today's workplace; therefore, a resolution to change the current job classification from Accounting Technician to Customer Service Technician is more representative to today's workplace.

There is no salary or pay grade change.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
RESOLUTION_Customer_Service_Tech_march_2013.doc	CUSTOMER SERVICE TECHNICIAN RESOLUTION
Customer_Service_Technician_03_25_2013.doc	CUSTOMER SERVICE TECHNICIAN JOB DESCRIPTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE JOB CLASSIFICATION LIST BE AMENDED BY RECLASSIFYING THE CLASSIFIED POSITION OF ACCOUNTING TECHNICIAN TO THE CLASSIFIED POSITION OF CUSTOMER SERVICE TECHNICIAN UNDER THE GENERAL EMPLOYEES SALARY SCHEDULE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the classified position of Accounting Technician is not so widely used in today's work place; and

WHEREAS, currently, the Accounting Technician is responsible for reviewing and processing of the utility bills; problem research and resolution; also involving the interaction with internal and external customers, performing other related duties as assigned.

WHEREAS, the Customer Service Technician will perform the same or similar duties as the Accounting Technician; and

WHEREAS, only technical changes have been made to the job description, and

WHEREAS, the classified position of Customer Service Technician is recommended as the new title to replace the position of Accounting Technician; and

WHEREAS, the position of Customer Service Technician shall be added to the Job Classification List under the General Employees salary schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

SECTION 1. That the below classified position be reclassified on Job Classification List in the following matter.

FROM

SALARY SCHEDULE	POSITION	RANGE-	SALARY RANGE
General Employees	Accounting Technician	8	$30,702.82 $47,589.67

TO

SALARY SCHEDULE	POSITION	RANGE-	SALARY RANGE
General Employees	Customer Service Technician	8	$30,702.82 $47,589.67

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THE CITY OF RIVIERA BEACH

JOB CODE: 3048	JOB TITLE: Customer Service Technician	
EEO CLASS: Administrative Support	SUPERVISED BY: Billing & Collection Supervisor	
PAY GRADE: 8 Administrative Support	DEPARTMENT: Finance	DIVISION: Billing & Collections
STATUS: Non-Exempt	LOCATION: Billing & Collections	
DEPT. APPROVAL:	HR APPROVAL:	CITY MGR. APPROVAL
Date:	Date:	Date:

Job Summary

A highly responsible specialized position engaged in the reviewing and processing of the utility bills; problem research and resolution; also involving the interaction with internal and external customers, performing other related duties as assigned.

Supervision Received/Exercised

Work is performed under the general supervision of the Billing and Collection Supervisor.

Essential Duties and Responsibilities

1) Communicates effectively and professionally with the public.
2) Oversees timely preparation of utility bills and maintenance of accounts.
3) Audits and corrects billing errors.
4) Prepares utility billing reports.
5) Assists and prepares delinquent reports.
6) Oversees maintenance of all files and records associated with utility billing and customer accounts.
7) Assists, prepares and maintains uncollectable reports (Bad Debts).
8) Processes, researches and resolves customer service complaints on utility accounts.
9) Works closely with Customer Service Representatives.
10) Discusses City policies and procedures with the public, orally and in writing.
11) Assists Billing & Collections Manager with special projects.
12) Prepares written responses to customer service inquiries.

(These essential job functions are not to be construed as a complete statement of all duties performs. Employees will be required to perform other job related marginal duties as required.)

Additional Duties and Responsibilities

The employee learns the basics of all related positions within the department and is capable and required to fill other positions in short increments.
Performs all other related duties as assigned.
The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position, if the work is similar, related or a logical assignment to the position.

Necessary Skills, Knowledge and Abilities

1. Knowledge of business English and spelling
2. Knowledge of utility billing and collection procedures.
3. Knowledge of utility billing systems and meter reading systems.
4. Knowledge of basic accounting skills.
5. Knowledge of office practices and procedures.
6. Ability to understand and follow oral and written instructions.
7. Ability to handle complaints and difficult individuals.
8. Ability to communicate effectively with public and peers both orally and in writing.
9. Ability to access, input and retrieve information from a personal computer.
10. Ability to effectively maintain spreadsheets.
11. Ability to access file cabinets for filing and retrieval of data.
12. Ability to sit at a desk and view display screen for extended periods of time.
13. Skilled in use of data in put equipment.

Special Requirements

Mandatory pre-employment physical and drug tests.
The City of Riviera Beach maintains a drug-free workplace policy and program, as established under the guidelines of the Federal Drug Free Workplace Act of 1988 and Section 440.102, Florida Statutes.

Minimum Education, Certification, and Experience Requirements

High school graduation or possession of an acceptable equivalency diploma. Five (5) years of experience in processing utility billing and customer service skills. Training and experience in PC software, such as Word, Excel and Access.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications)

Selection Guidelines

Evaluation of education an experience; written exam; data entry exam; oral interview; other related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, scanner, copier and fax machines.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of office/equipment. While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand, walk, and use repetitive motions of the wrists, hands and/or fingers, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit, balance, stoop, crouch, and talk or hear.

The employee may occasionally lift and/or move weight (20-25 pounds) raising objects from lower to higher positions, and moving objects from higher to lower positions, and moving objects horizontally from position-to-position.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee works inside in an office environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate; a standard business office with equipment running. The employee may be exposed to an occasional electric shock.

Signature Approval

Employee	Date
Immediate Supervisor	Date
Department Director	Date

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: Maintenance service from ShotSpotter, Inc. for one year at a total cost of $43,350. This maintenance renewal is for the ShotSpotter Gunshot Detection and Location System used by the Police Department.

Recommendation/Motion: Staff recommends that the City Council approve the maintenance renewal for ShotSpotter Gunshot Location System equipment, total amount of $43,350.

Originating Dept.	Police	**Costs:**	$43,350
User Dept.	Police	**Funding Source:**	Repair & Maintenance - Contract
Advertised:	No	**Budget Account Number:**	001-0817-521-0-4601
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
On October 21, 2009, the Riviera Beach City Council accepted grant funds in the amount of $300,000 from the Department of Justice, Office of Community Oriented Policing Services (COPS) Technology Program. The City of Riviera Beach applied to the Department of Justice for assistance under the COPS Technology Program and was awarded grant funds in the amount of $300,000 to assist in the purchase of the ShotSpotter Gunshot Location System.

The Police Department needs to purchase maintenance service for this equipment. ShotSpotter is Mission Critical to the Police Department's strategic crime reduction plan. If a technical issue or system failure presents itself, the Police Department must have maintenance service in place to ensure the timely repair and a process in place to provide continual repair and maintenance of the ShotSpotter System.

The maintenance service will guarantee that qualified personnel are available to service and/or repair

the ShotSpotter System as needed. The maintenance service will also provide for, but is not limited to, on-site support, case management, and expert testimony for trials.

ShotSpotter designed and installed the ShotSpotter System, therefore making it a proprietary system. Staff recommends that ShotSpotter provide proposed maintenance service for this equipment.

ShotSpotter has caused a reduction of celebratory gunfire on New Year's Eve and the Fourth of July. Additionally, ShotSpotter has been very instrumental in hundreds of police investigations by aiding in identifying crime scenes, providing the number of shooters involved in a given incident, providing direction of travel of shooting assailants, and pinpointing the exact location of gunfire, to include the physical street address.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	$43,350	$43,350	$43,350	$43,350	$43,350
External Revenues					
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact	$43,350	$43,350	$43,350	$43,350	$43,350
NO. Additional FTE Positions (cumulative)	N/A	N/A	N/A	N/A	N/A

Is Item Included in Current Budget? Yes

Budget Account NO: 001-0817-521-0-4601

B. Recommended Sources of Funds/Summary of Fiscal Impact :

Repair & Maintenance - Contract

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
ShotSpotter, Inc. Resolution.doc	Resolution - ShotSpotter
Agenda_Item_Signature_Pages_2013.doc	Resolution Signature Page
Shotspotter_Invoice.pdf	ShotSpotter Invoice
ShotSpotter_Orig_Purchase_Maint_Agreement.pdf	ShotSpotter Orig Purchase_Maint Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT OF THE ANNUAL MAINTENANCE SERVICE FOR FISCAL YEAR 2013, WITH SHOTSPOTTER, INC., FOR $43,350; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM 001-0817-521-0-4601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has contracted with ShotSpotter, Inc. to maintain the ShotSpotter Gunshot Location System currently out of warranty; and

WHEREAS, ShotSpotter has submitted an invoice to provide continued service and maintenance of the ShotSpotter equipment for the sum of $43,350.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: The Director of Finance and Administrative Services is authorized to make payment in the amount of $43,350 from account number 001-0817-521-0-4601 to ShotSpotter, Inc. for maintenance of the ShotSpotter Gunshot Location System.

SECTION 2: This Resolution shall take effect immediately upon its passage and approval by City Council.

PASSED AND APPROVED this _____ day of _____, 2013.

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: _____

SECONDED BY: _____

B. GUYTON _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

ShotSpotter Inc
7979 Gateway Blvd., Suite 210
Newark, CA 94560
Ph. 510-794-3134
Fx. 408-716-3279
www.shotspotter.com
Tax ID # 47-0949915

Invoice

Date	3/4/2013
Invoice #	INV#10542
Terms	Due before 5/1/~~2012~~ 2013
Location	Riviera Beach
Memo	Maintenance Renewal

Bill To
City of Riviera Beach
Attn: Danny D. Jones
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

Ship To
Riviera Beach Police Department
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

Item	Quantity	Description	Amount
	1	ShotSpotter Wireless Gunshot Detection and Location System	
		• Maintenance Renewal for 5/1/2013 – 4/30/2014	$43,350.00

Please note our new address:

7979 Gateway Blvd., Suite 210
Newark, CA 94560

Total $43,350.00

RESOLUTION NO. 4-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PURCHASING A WIRELESS GUNSHOT LOCATION SYSTEM FOR $300,000.00 FROM SHOTSPOTTER, INC.; AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO EXECUTE THE GENERAL TERMS & CONDITIONS AGREEMENT, SOFTWARE LICENSE AGREEMENT, AND ANNUAL SUPPORT & MAINTENANCE AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF $300,000.00 TO SHOTSPOTTER, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach provides Law Enforcement services to the public through the City of Riviera Beach Police Department; and,

WHEREAS, ShotSpotter, Inc, has proposed to sell to the City of Riviera Beach a Wireless Gunshot Location System capable of monitoring up to one square mile and detecting the occurrence and location of gunshots therein and transmitting that information to a predetermined location, for a price of $300,000.00 for hardware, software, programming and installation and for one (1) year of maintenance and support agreement in accordance with the terms and conditions of the Agreement; and,

WHEREAS, The City of Riviera Beach Police Department has recommended the acquisition of the ShotSpotter System as an efficient and effective enhancement of the Law Enforcement capacity of the Department; and,

WHEREAS, ShotSpotter, Inc. is the sole source vendor of the ShotSpotter Gun Shot Detection System deemed by the Purchasing Director using the City of Riviera Beach Purchasing Code; and,

WHEREAS, the City has been awarded grant funds in the amount of $300,000.00 under the DOJ COPS Technology Grant to purchase of "ShotSpotter"

WHEREAS, the City has approved and accepted the DOJ COPS Technology Grant and established budgetary account number 142-0817-521-2-6455 to expend the grant funds

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and Chief of Police are authorized to execute the contract with ShotSpotter Inc. on behalf of the City of Riviera Beach for the purchase of a one (1) square mile wireless gunshot location system.

SECTION 2. That the Finance Director is authorized to make payment from DOJ COPS Technology Grant account number 142-0817-521-2-6455 to Shot Spotter in the amount of $300,000.00.

SECTION 3. This Resolution shall take effect immediately upon its approval.

(The remainder of this page left intentionally blank.)

PASSED and **APPROVED** this 6 day of January, 2010.

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY:	Davis
SECONDED BY:	Davis Johnson
D. PARDO	Aye
J. DAVIS	Aye
B. BROOKS	Aye
T. DAVIS-JOHNSON	Aye
S. LOWE	Aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12-30-09

ShotSpotter

ORIGINAL

September 24, 2009

Danny Jones
Assistant Chief
Riviera Beach Police Department
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

RE: ShotSpotter "Gunshot Detection and Location System" Price Proposal: RivieraBeachFL092409

Dear Assistant Chief Jones:

ShotSpotter, Inc., is pleased to present this "Wireless Gunshot Detection and Location System" (GLS) cost proposal for the Riviera Beach Police Department. Contained within this proposal is information regarding the ShotSpotter solution, pricing and installation process, aimed at providing the Riviera Beach PD with a "Turn Key" Wireless Gunshot Detection and Location solution.

ShotSpotter has the unique ability to deliver a results driven solution within a very short period of time, allowing cities to receive an immediate return on their investment. A typical ShotSpotter installation takes less than 90 days (from contract signing to go live) and requires minimal personnel resources from the City. Once live, the ShotSpotter solution will immediately provide the Police Department with the ability to tackle gunshot-related crime in the designated high gun activity area(s).

ShotSpotter understands and appreciates that the Riviera Beach PD requests and requires a turnkey solution in order to eliminate any need to purchase additional hardware and services during the installation phase as well reducing the need for City personnel to dedicate large amounts of time to the ShotSpotter project. Because of this understanding, ShotSpotter is providing the equipment for a complete wireless communication solution from the sensors in the field to the radio Tower at Police Head Quarters as well as the services (negotiating and acquiring site permissions, provisioning bucket truck, providing electrical, cabling, and mounting installation services,) required to install and make operational the ShotSpotter WGLS solution. These items are listed in the SOW section of the proposal and in the pricing section.

It is in our best interest to ensure that the installation, training, and go live of the system is a success and that the RBPD utilizes the ShotSpotter WGLS to its fullest capabilities. We want to ensure this by taking on the "heavy lifting" aspects of the project and ensure that the required hardware and services for this wireless gunshot detection and location solution are including in the initial proposal and contract.

We look forward to working with you, the City of Riviera Beach, and the Riviera Beach Police Department in an effort to deliver additional tools and best practices which will help rein in violent crimes.

Best regards,

David Jones
ShotSpotter Southeast Sales Director
408-598-6810
David@ShotSpotter.com

Riviera Beach, FL System Proposal:
ShotSpotter®
900 MHz Gunshot Detection and Location System
Proposal #: RivieraBeachFL092409

Submitted to:

Assistant Chief Danny Jones

For:

Riviera Beach
Police Department

David Jones
Director, Southeast Region Sales

toll free: +1.888.274.6877 x 259
mobile: +1.408-598-6810
fax: +1.650-887-2106
David@shotspotter.com

Corporate Headquarters
1060 Terra Bella Avenue
Mountain View, CA 94043
www.shotspotter.com

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Introduction

ShotSpotter, Inc. is the industry leader in the development of innovative, interoperable net-centric gunshot and sniper detection and location systems for the law enforcement and military markets. The company's focus on ingenuity and technology drives its continuing mission to create valuable solutions that reduce gunfire and gun violence while improving the safety of first responders on the street and soldiers on the front.

Currently, the ShotSpotter Gunshot Location System® (GLS) protects many cities throughout the United States (Figure 1-1), consistently producing arrests and weapons confiscations. This tool assists in making better prosecution cases with detailed forensics unavailable from any other source and further permits managing resources to attack violent crime problems at their source. The ShotSpotter GLS system brings value to the daily activities of dispatchers, officers, investigators, crime analysts and district attorneys.

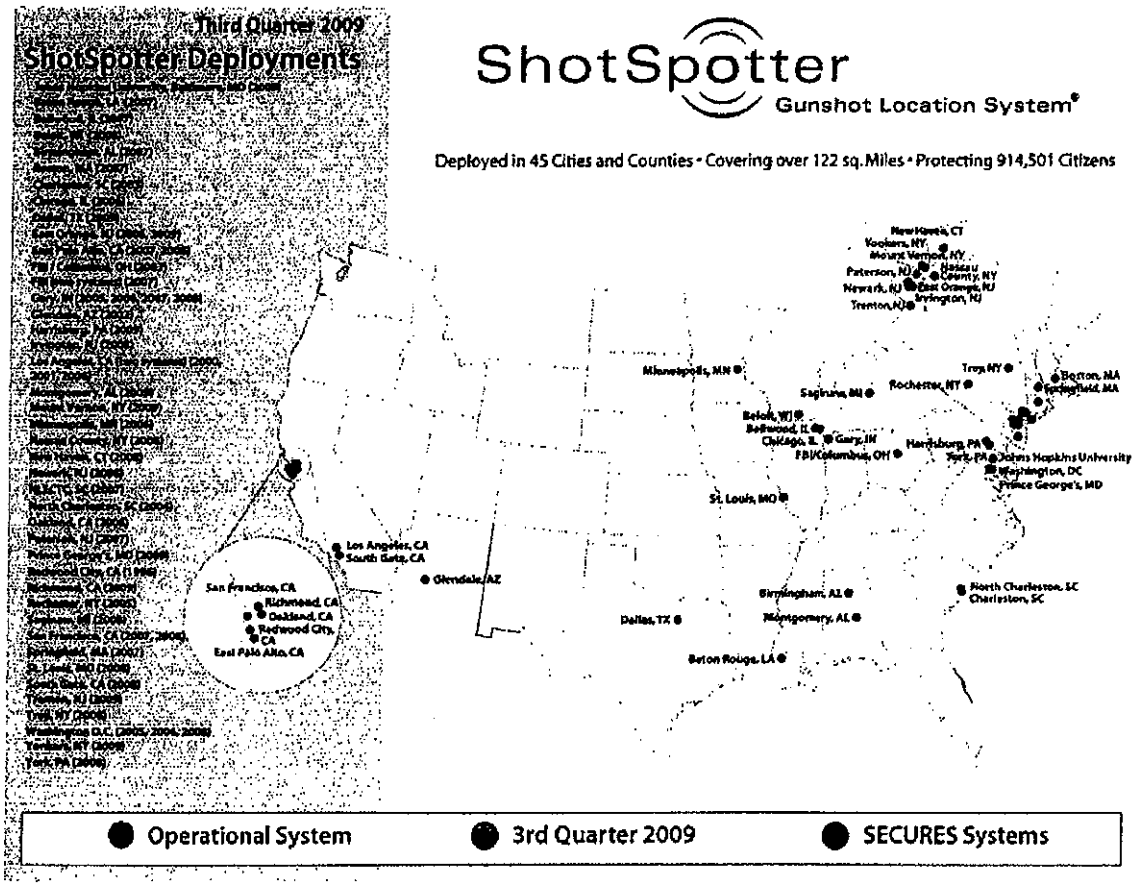

Figure 1-1. ShotSpotter Deployments

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The ShotSpotter GLS is the only commercially viable gunshot detection and location system in the US that can be deployed to cover from one to many square miles. We deploy and operate the largest deployments in the world. ShotSpotter systems are now deployed, or under contract in, 45 cities and counties throughout the United States, covering more than 122 square miles, protecting more than 914,501 people 24 hours a day, 7 days a week, 365 days a year.

After assisting the FBI in capturing the Ohio Sniper, the ShotSpotter GLS has become the accepted mainstream tool in the U.S. public safety market in the last four years. Many ShotSpotter Customers are continually expanding the footprint of their GLS coverage and operate and upgrade their coverage areas through annual maintenance agreements. ShotSpotter systems are procured on a sole source basis due to our unique patent-protected technology and proven track record of performance.

Unique Features of the ShotSpotter Gunshot Detection and Location System:

- Lowest number of sensors required for a given coverage area
- Ability to co-locate sensors with networked cameras
- Interoperable wireless and wired sensors
- Scalable and extensible coverage areas
- SEVAPS solution designed specifically for Special Events, VIP and Area Protection, a variant of the ShotSpotter GLS with the unique ability to deploy the system in small areas with minimal effort and time
- Dispatch and detective consoles that provide near real-time alerts of gunfire events with automatic geo-referencing to the nearest street address
- Situational awareness of each event that includes the location visibility pinpointed on a map and audio recordings that indicates the number of shots fired
- All relevant gunfire event information is stored in a database for forensics
- Mobile consoles that provide location and forensic audio
- Open interface to video surveillance and certain other software applications
- Ability to produce detailed forensics data to be used in court and backed up by expert witness services
- Consistent track record of producing results and comprehensive customer service
- Customer Experience Program promoting "best practices" and comprehensive training developed from ShotSpotter's large and diverse user community
- National Support Operations Center (SOC) staffed by full-time ShotSpotter technicians who supervise all ShotSpotter systems nationwide, allowing on-demand forensic analysis, customer support, training and monitoring

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Competitive features:

- ShotSpotter systems can interoperate with neighboring communities who also purchase a ShotSpotter system permitting coverage areas at municipal boundaries
- ShotSpotter does not deploy battery operated sensors eliminating the need for frequent and costly battery replacements
- ShotSpotter has numerous references from major cities, as well as, smaller townships
- All of ShotSpotter's customers are references, and no city has ever de-commissioned a system (except to move it)
- ShotSpotter gunshot detection and location data has been utilized as critical evidence to assist in clearing police officers in officer involved shooting incidents

Proposed Area of Coverage

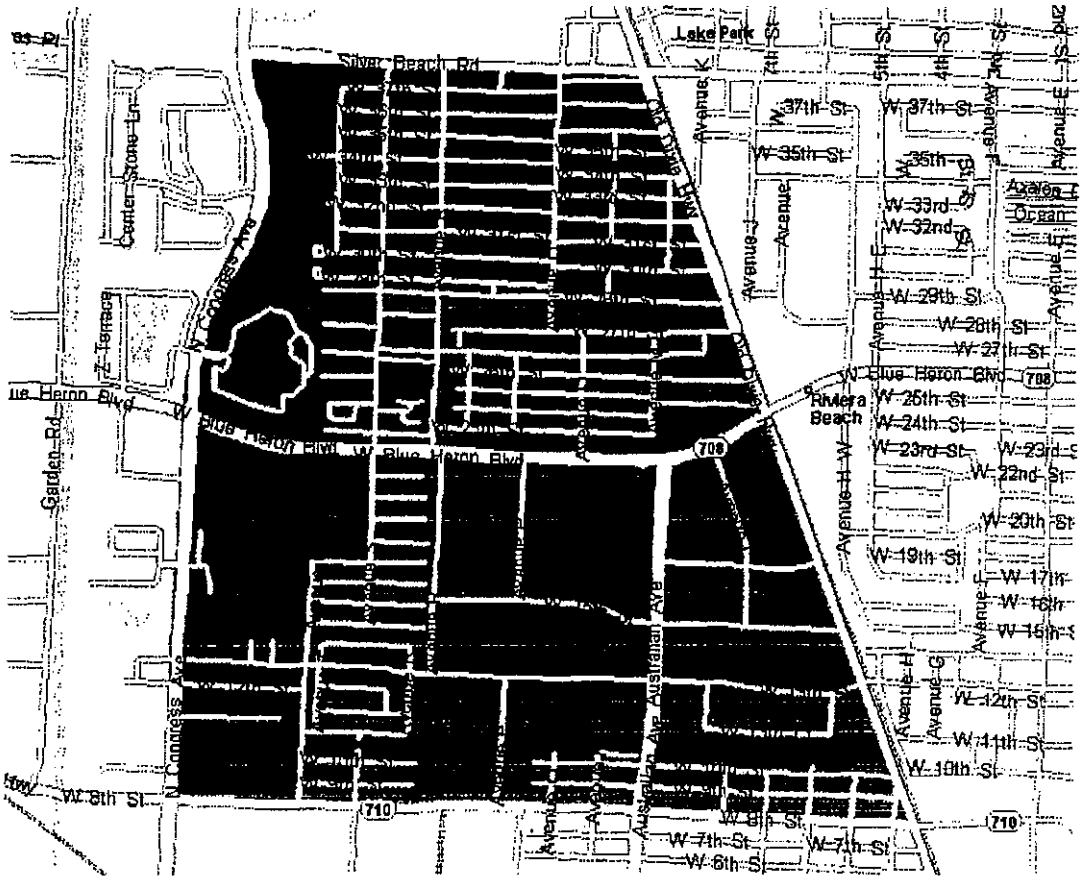

Figure 1-2: Targeted area for an approximate 1.0 square mile area of coverage. The RBPD will determine which square mile, with in this area, the ShotSpotter WGLS will be deployed

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Scope of Services

This proposal provides pricing, terms and conditions for the implementation of a ShotSpotter "Wireless Gunshot Detection and Location System" in Riviera Beach, FL. This system will provide the Riviera Beach Police Department with the benefit of coverage in the designated high crime area (figure 1-2). The ShotSpotter System will include five (5) PSC (public safety console) software licenses and one (1) associated workstation computer which will display detected and located gunshot events in the Police Control Room. (The 4 additional PSC software licenses may be installed on the customer's own computer.) Additional workstation computers are not required, however the customer may desire additional PSC software licenses should monitoring workload merit.

The City of Riviera Beach will be required to provide space in the customer's server room (or appropriate IT facility) for the ShotSpotter Server Appliance as well as connectivity between the system server and (via a site to site VPN) ShotSpotter.

Where possible, sensors will be mounted on rooftops away from traffic and visibility. Where approved buildings are not available, or not an option, and in the absence of utility poles, the City of Riviera Beach will be responsible for installing approved mounted assets, e.g. utility poles. Reliable, 24 hour AC power must be made available at the sensor mounting in all respects. AC power will operate within the 100-240VAC and 50/60Hz specification without significant drops or spikes.

Sensors in the coverage area will form an irregular, triangular pattern and must be spaced by the average sensor spacing required for the specific environment of the coverage area. The unique environment within the coverage area determines how far apart sensors are positioned and thus, the number of sensors required in the System configuration. Geographic dynamics, such as building density and terrain, significantly impacts acoustics and occasionally drives the requirement to increase sensor density specific to a given coverage area. ShotSpotter provides sensors necessary for the appropriate coverage per square mile, provided that all recommended sites are available for sensor placement. ShotSpotter identifies optimal sensor locations which will result in the final System configuration meeting the minimum detection guidelines. If the necessary installation permissions or locations cannot be obtained, the minimum detection guidelines of 80% averaged across the coverage area will not be guaranteed.

All non-standard equipment required for system installation will require an additional fee.

WGI'S SCOPE OF WORK	ShotSpotter, Inc.	City of Riviera Beach, FL
System Design	✓	
Prepare Project Plan	✓	
Kick-off Meeting	✓	

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Conduct Site Survey	✓	**Provide Escort as Required**
Conduct RF Survey	✓	
Determine Network Requirements / Setup	✓	
Submit System Diagrams	✓	
Secure Mounting Assets and Site Permissions	✓	
Configure Servers	✓	
Install/Provision Server Hardware	✓	
Establish VPN Connectivity to Server	✓	
Remote monitoring of installed systems	✓	
Maintaining VPN to customers server for remote support by SSI		✓
Setup Dispatch Center Workstations	✓	
Install ShotSpotter Software	✓	
Deliver a WGLS system. The system is designed to operate at 100-240 VAC, .55A, 50/60Hz	✓	
Provide GIS Data: Streets, Parcels, Addresses, and Aerial Imagery		✓
Install GIS Data	✓	
Install All Sensor and RF Base Station and Antenna Systems. All local electrical, and other relevant standards, will be documented and followed by installers while installing GLS Sensors, Base Stations and Antennas	✓	**Provide Escort as Required**
Provision Bucket Truck for Sensor Installation	✓	
SSI will provision DC power to all GLS sensor sites, provided, clean power sources are available.	✓	
Responsible for all re-occurring costs associated with providing power to all equipment required to operate the GLS system as identified herein. Power to individual GLS sensors is the responsibility of each location (building) owner		✓
Install and Tune Sensor Communications System	✓	
System Calibration	✓	
Performance Test and Sensor Validation	✓	
Dispatch / User Training Day	✓	
IT and Other Staff Training	✓	
Final Systems Test and Acceptance	✓	✓
All Video / External Interface Requirements		✓
WGLS ROLES & RESPONSIBILITIES	**ShotSpotter, Inc.**	**City of Riviera Beach, FL**
All Backhaul Related Equipment, Services and Support Necessary to Connect the WGLS Base Station(s) to the Local Network Infrastructure and/or GLS Server(s).	✓	

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Wireless Connections to Mobile Computers to support PSC-Mobile		✓
Any System Communications Infrastructure Outside of the Proposed 900MHz Communications		✓
Provide Space on City Radio Tower (behind Police HQ) for ShotSpotter Radio equipment		✓
Provide connectivity from City Radio Tower to ShotSpotter Server		✓
IT Infrastructure, Security and Data Backup		✓
Provide VPN Connectivity to SSI at No Charge		✓
Provide required 900 MHz Wireless Gunshot Detection and Location Sensors	✓	
Negotiate Permissions for Sensor Mounting	✓	
Provide All Standard Sensor Roof Mounting Hardware	✓	
Provide 1 Server Including, Monitor, Keyboard, Mouse, and ShotSpotter Location Server Software	✓	
Provide 1 PSC Workstation with 19" Flat Screen Monitor, Keyboard, Mouse and ShotSpotter PSC Software	✓	
Provide 4 Additional PSC or PSC-Mobile Software Licenses	✓	
Provide 900 MHz Base Station Infrastructure to Communicate with WGLS sensors	✓	
Provide Professional Services Required to Perform Site Surveys, Installation and Training	✓	
Provide Required Weather Proof Enclosures for all SSI Provided Equipment	✓	
Provision Power and Racks for SSI Server		✓
Provision Connectivity to Dispatch Center for Workstation		✓

ShotSpotter will be responsible for following all local, state and federal regulations, codes, rules and laws as it relates to the installation of the ShotSpotter WGLS system.

System in accordance with the Acceptance Test Plan and System turnover process (the latter to be provided on request). Any delays not caused by ShotSpotter will not be cause for delay in payment, System acceptance or the start of the System warranty.

Insurance

ShotSpotter agrees to carry general liability insurance in an amount not less than $1,000,000.00 for each occurrence. To the extent that the Department is not self-insured, Department will, at its Price, if any, add ShotSpotter to their general liability policy as an additional insured.

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Warranty

With respect to the system purchased hereunder, ShotSpotter warrants that the delivered products will (I) conform in all respects to the requirements of this Proposal and its standard specifications, (II) be free from all defects, whether patent or latent, in materials and workmanship for a period of one (1) year from the date of installation, (III) be free and clear from all liens, charges and encumbrances of any kind whatsoever resulting from said purchase. To the extent any parts are covered by any warranty made by the manufacturer or supplier of such parts, all rights, title and interests to such warranties are hereby assigned to the Department. The warranty period is for one year commencing on the earlier of system acceptance or system usage, or 180 days after shipment if the delay is outside of ShotSpotter's control. This warranty includes all hardware and software provided by ShotSpotter, with the exception of 3rd party computers, where the computer manufacturer's warranty will apply.

A support and maintenance agreement is available to provide for ongoing coverage beyond the warranty period.

ShotSpotter "Wireless Gunshot Detection and Location System" (WGLS)

ShotSpotter System Pricing and Payment Terms

SYSTEM:

1WGLS – Metro System Approximate 1.0 Square Mile Area of Initial Coverage	$ 249,000.00
Obtain Sensor/Base Station Permissions @ $15,000 per square mile x 1	$ 11,000.00
Base Station to System Server Network Backhaul @ $15,000 per square mile x 1	$ 15,000.00
Additional Sensors for Pole Mounting @ $25,000 per sq. mile x 1	$ 25,000.00
Public Safety Console – PSC, (5) additional software license @ per seat / $ 1,000.00	$ 00.00
Total	**$ 300,000.00**

Term of proposal

- This Proposal is valid for 90 days.
- The discount is valid upon receiving letter of intent on or before September 30th, 2009

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OPTIONS NOT INCLUDED:

Unidirectional Alert Export API + Support per System		$ 19,000.00
160-0001-01	Public Safety Console – PSC, additional software license per seat	$ 1,000.00
160-0001-02	Public Safety Console Mobile – PSC-M, additional software license per seat	$ 1,000.00
160-0001-03	100 Seat Site License for PSC and/or PSC-M	$ 60,000.00
Non-Contiguous	Non-contiguous area coverage fee for each non-contiguous area of coverage	$ POR
Non-Standard Coverage Area	Coverage area dimensions less than ¾ mile in any direction	$ POR
Other Network	Wireless system using other than 900 MHz standard system per square mile additional charge	$ POR

Note: Maintenance will be an additional 15% of options total cost and/or total system price

System payments shall be proposed as follows:
25% due upon completion of kickoff meeting and site survey
50% due upon shipment of equipment
25% due upon the earlier, of system acceptance, or 90 days after shipment (if acceptance is delayed due to events beyond ShotSpotter's control)

Annual Maintenance
Annual Maintenance Payments due upon receipt of invoice

Term of Proposal
This Proposal is valid for 90 days from date of receipt

List of Exhibits Accompanying This Proposal
The following list of exhibits constitutes an integral part of this proposal, and these exhibits are incorporated herein by reference. Unless specifically so-stated above, should there be any question of precedence between these exhibits and this proposal, the exhibits shall be superior to the proposal itself in the order identified:

- ShotSpotter Terms and Conditions
- ShotSpotter Software License Agreement
- ShotSpotter Support and Maintenance Agreement

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IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this Agreement.

SHOTSPOTTER, INC

By: _____

Printed: Gregg Rowland

Title: SVP Sales and Marketing

Date: December 28, 2009

Primary Contact: Gregg Rowland

562-650-2673
phone/facsimile numbers

City of Riviera Beach, FL

By: _____

Printed: **Thomas A. Masters**

Title: **Mayor**

Date: 1/6/2010

Primary Contact: _____

phone/facsimile numbers

By: _____

Printed: CARRIE E. WARD

Title: City Clerk

Date: January 6, 2010

Primary Contact: _____

phone/facsimile numbers

REVIEWED FOR LEGAL SUFFICIENCY
_____
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12-30-09

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ShotSpotter
Sense. Target. Protect.

General Terms & Conditions

ShotSpotter, Inc. (also "ShotSpotter," "we," "us," or "our") and the end-user customer (also "Customer," "you" or "your") agree to the following General Terms and Conditions. The following Terms and Conditions are an essential part of the purchase order or agreement under which you purchase a ShotSpotter Gunshot Location System ("ShotSpotter System"). Your installation, activation, or use of any part of the ShotSpotter System (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read these Terms and Conditions, and your acceptance of them as an integral part of the agreement and your purchase or order of the ShotSpotter System. If you do not agree to be bound by these terms and conditions, do not install, activate or use any part of the ShotSpotter System and return all components in their original packaging to your supplier. In consideration of the parties' mutual undertakings set forth herein, you and we agree as follows:

1. LIMITED EXCLUSIVE WARRANTY.
Provided that you comply with your obligations under the terms and conditions stated herein, for a period of one (1) year from acceptance or actual use if the field for gunshot location and detection of the ShotSpotter System, whichever occurs first, for GLS products and ninety (90) days of RDS products and (as to Software) for a period of one (1) year from installation of the Software (each, as applicable, the "Warranty Period") we warrant that the ShotSpotter System Components and Software (as defined herein) (collectively, the "Products") will be free of defects in materials, manufacturing and workmanship which materially impair the functioning of the ShotSpotter System purchased by you in substantial conformity with the specifications documentation accompanying the ShotSpotter System. During the applicable Warranty Period, we will, without cost to you, replace or repair any component of the ShotSpotter System Components or Software that we determine to be defective as to materials or workmanship.

The ShotSpotter System Components covered by this limited exclusive warranty consist exclusively of: (a) each static or portable acoustic sensor purchased by you; (b) a weather-resistant enclosure for each such sensor; each Mobile display device purchased by you (if any); (c) each central computer server, and/or ruggedized "base station" laptop computer purchased by you (if any), and associated network and radio base station hardware; (d) radio subscriber units and related antennas; (e) the network bridge, switch or mesh node supplied as part of the ShotSpotter system's communications infrastructure; (f) mounting, safety and grounding hardware provided for use with sensor installation or base station hardware; and (g) documentation concerning the use and operation of the ShotSpotter System (collectively, the "ShotSpotter System Components").

The Software covered under this limited exclusive warranty consists exclusively of: (i) object-code versions of (a) the firmware embedded in each ShotSpotter static or portable acoustic sensor and Mobile display device purchased by you (if any); (b) ShotSpotter Location Server software; ShotSpotter Notification Engine software; ShotSpotter Console software, installed and operated locally on computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the ShotSpotter Software License Agreement ("License") between you and us; and (ii) software documentation and operations manuals supplied with the foregoing software (collectively, "Software").

Such ShotSpotter System Components and Software DO NOT INCLUDE (AND THIS LIMITED EXCLUSIVE WARRANTY DOES NOT COVER): installation, engineering, acceptance, testing, or integration services not actually performed by ShotSpotter; any hardware, computer, equipment or software not actually supplied by ShotSpotter for your use in connection with a ShotSpotter System; power sources or power wiring, connections, wiring, switches, computer and telecommunications

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equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware.

THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES: ordinary wear and tear, co-channel, adjacent channel, spurious or other radiofrequency or electromagnetic interference caused by emissions from other transmitters or devices, or unknown or natural causes; loss or damage caused by misuse, training, criminal activity, civil unrest, terrorism or combat conditions explosion, nuclear radiation, release or electromagnetic pulse, hazardous materials release, lightning, electrical surge, theft, vandalism, tampering, animals, fire, impact, wind, flood, abrasion, liquid, or severe weather conditions; or other loss, damage, events, or circumstances outside ShotSpotter's reasonable control after installation and/or delivery. This warranty also DOES NOT include routine software support and maintenance for, or upgrades to, the Software. Extended warranty coverage, and support, maintenance and upgrades, are optional, and available in accordance with ShotSpotter's then-existing terms and conditions for such services.

This Limited Exclusive Warranty applies only to the original purchaser of a ShotSpotter System, and may not be assigned. This Limited Exclusive Warranty does not apply to losses or damages to Products that occur in shipment to or from us. Further, this Limited Warranty shall not cover losses or damage to the Products that we determine resulted from defective installation or operation of any ShotSpotter System Component or Software by you, or anyone other than ShotSpotter, including any ShotSpotter System reseller or integrator; failure to perform required preventative maintenance of Products such as tuning, level setting, or battery replacement; relocation, removal, disconnection, modification or alteration of any component of the Products; merging, combining, integrating or bundling the Software or any component of the System, in whole or in part, with other software, hardware, devices, systems, technologies, products, services, functions or capabilities without first notifying and obtaining approval from us; operation by anyone other than competent and qualified personnel in accordance with any operating instructions furnished by us; or any use in any manner or for any purpose for which the Products are not designed or reasonably suited,, nor shall it apply to the extent that any defect or malfunction relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, any of which shall void this Limited Exclusive Warranty.

In fulfillment of this warranty, we reserve the rights to either repair or replace, at our sole discretion, any defective component, to substitute components of equal quality at the time of replacement or repair, and to use reconditioned components.

During the applicable Warranty Period, all labor and materials will be provided without charge to you. Products repaired or replaced by ShotSpotter under warranty will continue to be warranted according to the provisions of this Limited Warranty for the duration of the initial Warranty Period. Products returned and determined to be out of warranty will be repaired or replaced on a time and materials basis for parts and labor upon receipt of your Purchase Order for such services. Products returned during the warranty period and found not to be defective following inspection by us will be subject to our then-current evaluation charges. We will return the Products to you after repair or replacement by the carrier and transportation method chosen by ShotSpotter on our standard shipping terms.

THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS

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PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

2. IP INFRINGEMENT; EXCLUSIVE REMEDY. Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the ShotSpotter System) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not supplied by ShotSpotter as part of the ShotSpotter System, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the purchaser the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or its supplier, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

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THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND ITS SUPPLIERS' EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.

3. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS— IMPORTANT: READ CAREFULLY —

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL VARY, EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL OR OTHER COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFORM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PERSONS.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE SHOTSPOTTER SYSTEM OR ITS USE WILL: RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY CRIMINAL, COMBATANT OR THREAT; PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON; IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA; IN ALL CASES TRACK THE LOCATION OF FRIENDLY

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FORCES OR SHOTSPOTTER SENSORS; OR THAT THE SHOTSPOTTER-SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

4. YOUR OBLIGATIONS.

You acknowledge and agree that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual use of the ShotSpotter System in the field for purposes of detecting and locating gunshots shall constitute acceptance and any acceptance milestone payments shall become due whether or not an official acceptance document has been signed or delivered by you.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Statement of Work and/or other contract documents, including, without limitation, provisions regarding obtaining sensor site permissions from premises owners or lessors, in a form reasonably acceptable to ShotSpotter, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by ShotSpotter allocates such obligations to ShotSpotter expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. ShotSpotter's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Statement of Work or contract documents.

C. You shall not permit any alteration, modification, substitution or supplementation of the ShotSpotter System, Software, or ShotSpotter System Component, or the combining, connection, merging, bundling, or integration of the ShotSpotter System, Software or ShotSpotter System Component into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

D. You shall not change the installation site of any component of the ShotSpotter System without our prior written consent, after notice, which consent we will not unreasonably withhold.

E. You may not relocate, remove, disconnect, modify or in any way alter any component of the ShotSpotter System except mobile software without first notifying and obtaining approval from us.

F. If a ShotSpotter System Component, Software or ShotSpotter System appears to be defective, you must immediately inform us or our authorized Integrator.

G. You are responsible for safeguarding ShotSpotter equipment from loss, damage, vandalism or theft. We should be notified immediately regarding any actual or possible damage to, theft, unauthorized access to or copying of, or loss of any ShotSpotter System Component or Software.

H. You shall afford us secure (*i.e.* Virtual Private Network) access from your ShotSpotter System to our server over your existing Internet connection or over a dedicated link, at your sole cost and

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expense. You shall make your best efforts to ensure that this access is up at all times (24 x7 x 365) for the purposes of our monitoring and maintaining the System.

I. You shall cause the ShotSpotter System to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us and in connection with the services provided under the agreement or order. You shall not use the ShotSpotter System, or permit the ShotSpotter System to be used, in any manner or for any purpose for which the ShotSpotter System is not designed or reasonably suited. Any such use shall void your limited exclusive warranty.

J. We or our representatives may, at reasonable times with reasonable notice, with your permission, enter your premises for purposes of inspecting, examining or repairing the ShotSpotter System. As to components installed on the property of others, you shall use your best efforts to obtain permission for us and our representatives to enter onto such property for such purposes. We shall not be responsible for any delays or failures to inspect, examine and/or repair caused by our inability to gain entry to property for such purposes for any reason.

K. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

5. **INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE**. We or our licensors retain all ownership of all intellectual property rights in and to all software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the ShotSpotter System, ShotSpotter System Components, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use software included with the ShotSpotter System ("Software") are limited, and shall be strictly in accordance with the **ShotSpotter System Software License Agreement** (which is supplied herewith, **and an essential part of the agreement**). Any and all rights not granted expressly in such License are hereby reserved. For the terms and conditions of your limited license to Software and documentation, please refer to that document, which is incorporated by reference into these Terms and Conditions.

6. **EXPORT CONTROL**. You acknowledge and agree that no part of the Software, ShotSpotter System or any System Component thereof may be transferred, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, transferred, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with all applicable United States (U.S.). export control laws and regulations. You agree to comply with and are solely responsible for compliance, with all export laws and restrictions and regulations of any (U.S.) or foreign (non-U.S.) government, agency or authority, and agree not to export, re-export or engage in "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign government, foreign person or end-user, to any U.S. person or entity, any of the ShotSpotter System, System Components, Software, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations.

In addition to compliance with the foregoing, and without limiting the generality of the foregoing, you and your supplier shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any country embargoed or subject to U.S. trade sanctions covering the same, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of

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countries and are not subject to such sanctions; (b) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (c) any person on the U.S. Department of State's List of Debarred Parties; (d) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (e) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

In addition, from time to time upon ShotSpotter's request, you will obtain and provide ShotSpotter with such information, documents and certifications executed by such persons, entities, or duly authorized officers or agents thereof, as ShotSpotter may request to verify you and your supplier's compliance with all applicable export control laws and regulations to which any ShotSpotter System, Software, or System Component or related service is or may be subject.

Notwithstanding any provision of this or any other agreement, ShotSpotter's obligation to fill any purchase order or to perform any service is and shall be expressly conditioned on ShotSpotter's determination to its sole satisfaction that any proposed export or re-export of, or furnishing of any information or any services relating to, any ShotSpotter System, Software, or System Component, is and will be in full compliance with all export control regulations, and ShotSpotter shall not be deemed in breach of its obligations to you or your supplier hereunder in the event ShotSpotter fails or refuses to fill any order because it is not so satisfied.

You represent and warrant that you have complied, and, at all times during your possession of any part of the ShotSpotter System, System Components, and Software, will comply, with these conditions.

7. PROTECTION OF CONFIDENTIAL INFORMATION. Unless you obtain prior written consent from us you shall not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: concerning the ShotSpotter System obtained in connection with the System purchase, installation or operation, and designated by us from time to time as confidential; ShotSpotter System documentation, use and operations manuals; and output data created or compiled by the ShotSpotter System (collectively, "Confidential Information"). You shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those you use to secure and protect your own confidential information.

8. NOTICES. Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

9. FORCE MAJEURE. In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of power, telecommunications or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or

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civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

10. DEFAULT; REMEDIES. Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the ShotSpotter System, ShotSpotter System Components and Software, repossess the Software and any components not yet paid for in full, and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this agreement shall terminate as soon as your obligations to us are satisfied. You shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

11. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL EITHER PARTY, OR ANY OF ITS AFFILIATES OR ANY OF ITS/THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY UNDER ANY LEGAL OR EQUITABLE THEORY OR CLAIM, FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, EXCEPT FOR ITS IP INFRINGEMENT INDEMNITY OBLIGATIONS UNDER SECTION 2 HEREOF, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID TO SHOTSPOTTER UNDER THIS AGREEMENT, OR THE AMOUNT OF INSURANCE MAINTAINED BY SHOTSPOTTER AVAILABLE TO COVER THE LOSS, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY WITHOUT REGARD TO ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES GIVEN HEREIN.

12. GENERAL

A. No Agency. Neither ShotSpotter nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. Compliance with Laws. You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Products and the performance of your duties and obligations hereunder.

C. Severability and Interpretation. If any provision, in whole or in part, of these General Terms and Conditions of Sale and the agreement or order to which they are appended is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions in the General Terms and Conditions of Sale, agreement and order, and there shall be substituted for the invalid provision a valid provision which most closely approximates

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the intent and economic effect of the invalid provision. No part of the General Terms and Conditions of Sale, agreement or order shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under these General Terms and Conditions of Sale.

D. **Integration, Amendment and Waiver.** These General Terms and Conditions of Sale, and the agreement or order of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of such General Terms and Conditions of Sale, or agreement or order of which it is part, shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of these General Terms and Conditions of Sale shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

E. **Benefit and Burden; Assignment.** Subject to the following provisions, these General Terms and Conditions of Sale and the agreement or order of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. **NOTWITHSTANDING THAT THE SOFTWARE, ASSOCIATED SYSTEM, AND ITS OUTPUT DATA MAY BE USED FOR LAW ENFORCEMENT, MILITARY, PUBLIC SAFETY, AND FORCE PROTECTION PURPOSES, THERE ARE NO THIRD PARTY BENEFICIARIES INTENDED TO BENEFIT FROM THESE GENERAL TERMS AND CONDITIONS OF SALE, OR THE AGREEMENT OR ORDER OF WHICH THEY ARE A PART.** Customer may not assign or transfer these General Terms and Conditions of Sale, or the agreement or order of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without ShotSpotter's express prior written consent. ShotSpotter may assign or transfer these General Terms and Conditions of Sale and ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without our express consent.

F. **Governing Law and Forum.** The validity, performance, and construction of this agreement shall be governed by the laws of the laws of the United States of America and the State of Florida, as applicable, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly

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disclaimed and shall not apply. If the parties disagree as to any matter governed by these General Terms and Conditions of Sale, then ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolvable within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties.

If such effort is unsuccessful, except as provided herein, any controversy or claim arising out of or relating to these General Terms and Conditions of Sale, or the breach thereof, or use of the ShotSpotter System, shall be settled by binding arbitration in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in this agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

TO THE EXTENT PERMITTED BY THE LAW OF THE FORUM, ALL PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.

Notwithstanding the foregoing or any other provision of any other agreement, ShotSpotter shall be entitled to seek temporary, preliminary and permanent injunctive and other equitable relief in a federal or state court located in a judicial district encompassing Palm Beach County, Florida, in the event that Customer violates or breaches, or threatens to violate or breach, the restrictions of the limited license granted to Customer, or otherwise violates or infringes, or threatens to violate or infringe, ShotSpotter's intellectual property, trade secret and/or proprietary or confidentiality rights, including, without limitation, exceeding the scope of the limited and restricted license rights granted in the License. Customer hereby expressly consents to submit to the jurisdiction of such Courts, and hereby waives and covenants not to object thereto, or to assert lack of personal jurisdiction, or that such Court is an improper venue or an inconvenient forum, in connection with such a proceeding. In addition to any other remedies to which it may be entitled, ShotSpotter shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing and protecting its rights in such an equitable proceeding.

F. Public Entity Crimes

As provided in Sections 287-132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, we certify that we, our affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of management Services within the thirty-six (36) months immediately preceding the date thereof.

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SHOTSPOTTER® SYSTEM SOFTWARE LICENSE AGREEMENT

For purposes of this ShotSpotter Software License, "we," "us," "our," and similar terms means ShotSpotter, Inc., which is the licensor hereunder, and "you," "yours," and similar terms means the end-user customer to which any of ShotSpotter's Software (as defined herein) or components are supplied by ShotSpotter or its authorized reseller or integrator, which end-user is the licensee hereunder.

The following sets forth the terms and conditions of your non-exclusive licenses to use: (i) the firmware embedded in ShotSpotter remote acoustic sensor devices; (ii) ShotSpotter Location Server software operated on one or more network server computer(s) for a single public safety agency at a single location; and (iii) ShotSpotter Public Safety Console™ client software, installed and operated locally on one or more of your workstation computers (collectively, the "**License**"). Each, and, collectively, all, of those software components (together with associated media, and printed materials and documentation supplied with such components), will be referred to as the "**Software**."

This License creates important legal rights and obligations, so please read it carefully before installing or using the Software. This License constitutes an offer by us to you. BY MANIFESTING ELECTRONICALLY YOUR ASSENT TO THESE TERMS, INSTALLING INTO PERMANENT MEMORY OR ANY STORAGE DEVICE, LOADING INTO TEMPORARY MEMORY, COPYING, OR USING ANY COMPONENT OF THE SOFTWARE, OR BY SIGNING A PURCHASE ORDER OR AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE. If you do not agree to be bound by the terms of this License, do not install, load or use the Software, and return all parts of the unused Software in its original packaging to ShotSpotter. THIS DOCUMENT IS YOUR PROOF OF LICENSE. PLEASE TREAT IT AS VALUABLE PROPERTY.

A. Grant of Limited Rights

For so long as you do not violate any of the terms of this License and other ShotSpotter terms and conditions, you may use for your own internal purposes, only in connection with your use of a ShotSpotter Gunshot Detection and Location System ("**System**") acquired by you, machine-readable, object code versions of: (i) firmware for each remote acoustic sensor device purchased with the System specified in the purchase order, licensed for operation only on the device(s) on which it originally shipped ("**Device Licenses**"); (ii) ShotSpotter Public Safety Console™ client software, licensed for installation and operation on the number of workstation computers specified in the purchase order, which shall not be copied, installed or used on other computers ("**Workstation Licenses**"); and either (iii) ShotSpotter central server software, licensed for installation and use only by a single public safety agency at a single location, on the number of servers and at the location specified in the purchase order ("**Agency Server Site License**") or (iv) ShotSpotter central server software, licensed for installation and use only by a single public safety agency at a single location on precisely one (1) server computer as specified in the purchase order ("**Single Server License**"). Each such device, workstation and server computer shall be referred to as a "**Licensed Computer**". You may not install or use the Software installed on any sensor, server, workstation or computing device other than the Licensed Computers, without first obtaining additional licenses from us, at our then-current terms and conditions. Any rights not expressly granted to you herein are reserved by us or our suppliers.

B. Reservation of Rights; Restrictions

The Software is our proprietary product, may incorporate components supplied to us under license by third-party suppliers, and is protected by United States patent, trade secret, copyright law and international treaty

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provisions. All such rights in and to the Software and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software on Licensed Computers in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. Under your Workstation License, Agency Server Site License or Single Server License, you may either: for each Licensed Computer, make one additional copy of the applicable Software, for archival or backup purposes exclusively; or install the Software on one hard disk, provided you retain the original for archival or backup purposes. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning ShotSpotter's System that we have designated as confidential, for any purpose other than bona fide use of the System for the specific purposes contemplated herein, nor allow anyone else to do so. You may make copies of and distribute output data created or compiled by the System for field use by your personnel for the purposes contemplated herein, routine archival recordkeeping, evidence preservation, and evidentiary purposes.

You shall not, without our express written consent, which may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software, in whole or in part, or the output data created or compiled by the Software and the System; (ii) merge, combine, integrate or bundle the Software, in whole or in part, or the output data created or compiled by the Software and the System, with other software, hardware, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available to third parties, sell, sublicense, lease, rent, or loan the Software, in whole or in part, or the output data created or compiled by the Software and the System; (iv) provide the use of any of the Software or output data in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Software or any component thereof. ShotSpotter and its licensors retain all ownership of all intellectual property rights in and to all Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the System, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by ShotSpotter. You shall take all reasonable measures to protect ShotSpotter's intellectual property rights in the System and Software, including providing assistance and measures as are reasonably requested by ShotSpotter from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the System, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the System or Software is prohibited, because such conduct may cause others to infringe our rights in and to the System, Software or documentation. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the System, Software or any documentation.

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C. Termination

You agree that your right to use the Software will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our software. In the event of termination, upon demand from us, you must immediately return all copies of the Software to us, and, without any notice or demand from us, immediately disable all sensors, and remove from all your Licensed Computers and destroy all copies of the Software.

D. Other Restrictions

You acknowledge and agree that the source code and internal structure of the Software, as well as documentation, operations manual and training material, are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Software, documentation, and output data created or compiled by the system, whether or not installed on a Licensed Computer, is prohibited, unless pursuant to a valid assignment under this Agreement. You may not sell, resell, sublicense, rent, lease, or otherwise transfer the Software, without the express, prior written permission of ShotSpotter.

E. Maintenance, Support and Upgrades

Extended warranty coverage, maintenance, support and Software upgrades may be obtained from us under our then-current terms and conditions and fees for Annual Support and Maintenance. No maintenance or support services or upgrades are provided under this License, or the limited exclusive warranty herein.

F. U.S. Government Rights: Commercial Computer Software, Use Governed By Standard Commercial License

If the Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the U.S. Government (and any prime contractor or subcontractor at any tier) you hereby acknowledge and agree that the Software are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Accordingly, the U.S. Government's rights in the Software and accompanying documentation shall be strictly in accordance with the rights conferred by the standard commercial terms and conditions set forth in this License. The Software and documentation are copyrighted, and, as to source code, unpublished products of ShotSpotter, Inc., and all rights not granted expressly herein are reserved. In the event that the Software (in whole or in part) is determined not to qualify as a commercial item, then in no event shall the U.S. Government acquire any rights to use or disclose any part of the Software greater than those rights associated with, as applicable to civilian agencies, "restricted computer software" (as to computer software) as set forth in 48 C.F.R. § 27.404-2(d)(3) and "limited rights data" (as to documentation) as set forth in 49 C.F.R. § 27.404-2(c)(1), or, as applicable to agencies within the Department of Defense, "restricted rights" in computer software and computer software documentation, as set forth in 48 C.F.R. § 227-7014(a)(14).

G. Export Control

You acknowledge and agree that no part of the Software, ShotSpotter System or any System Component thereof may be transferred, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, transferred, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with all applicable United States (U.S.). export control laws and regulations. You agree to comply with and are solely responsible for compliance, with all export laws and restrictions and regulations of any (U.S.) or

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foreign (non-U.S.) government, agency or authority, and agree not to export, re-export or engage in "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign government, foreign person or end-user, to any U.S. person or entity, any of the ShotSpotter System, System Components, Software, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations.

In addition to compliance with the foregoing, and without limiting the generality of the foregoing, you and your supplier shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any country embargoed or subject to U.S. trade sanctions covering the same, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries and are not subject to such sanctions; (b) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (c) any person on the U.S. Department of State's List of Debarred Parties; (d) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (e) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

You represent and warrant that you have complied, and, at all times during your possession of any part of the ShotSpotter System, System Components, and Software, will comply, with these conditions.

H. Protection of Confidential Information

Unless you obtain prior written consent from us you shall not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: concerning the Software or ShotSpotter System obtained in connection with the System purchase, installation or operation, and designated by us from time to time as confidential; ShotSpotter System documentation, use and operations manuals; and output data created or compiled by the ShotSpotter System (collectively, "Confidential Information"). You shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those you use to secure and protect your own confidential information.

I. Limited Exclusive Warranty

Provided that you comply with your obligations under the terms and conditions stated herein, for a period of one (1) year from acceptance or actual use in the field for gunshot location and detection of the ShotSpotter System, whichever occurs first, for GLS products and ninety (90) days of RDS products and (as to Software) for a period of one (1) year from installation of the Software (each, as applicable, the "Warranty Period") we warrant that the ShotSpotter System Components and Software (as defined herein) (collectively, the "Products") will be free of defects in materials, manufacturing and workmanship which materially impair the functioning of the ShotSpotter System purchased by you in substantial conformity with the specifications documentation accompanying the ShotSpotter System. During the applicable Warranty Period, we will, without cost to you, replace or repair any component of the ShotSpotter System Components or Software that we determine to be defective as to materials or workmanship.

The ShotSpotter System Components covered by this limited exclusive warranty consist exclusively of: (a) each static or portable acoustic sensor purchased by you; (b) a weather-resistant enclosure for each

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such sensor; each Mobile display device purchased by you (if any); (c) each central computer server, and/or ruggedized "base station" laptop computer purchased by you (if any), and associated network and radio base station hardware; (d) radio subscriber units and related antennas; (e) the network bridge, switch or mesh node supplied as part of the ShotSpotter system's communications infrastructure; (f) mounting, safety and grounding hardware provided for use with sensor installation or base station hardware; and (g) documentation concerning the use and operation of the ShotSpotter System (collectively, the "ShotSpotter System Components").

The Software covered under this limited exclusive warranty consists exclusively of: (i) object-code versions of (a) the firmware embedded in each ShotSpotter static or portable acoustic sensor and Mobile display device purchased by you (if any); (b) ShotSpotter Location Server software; ShotSpotter Notification Engine software; ShotSpotter Console software, installed and operated locally on computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the ShotSpotter Software License Agreement ("License") between you and us; and (ii) software documentation and operations manuals supplied with the foregoing software (collectively, "Software").

Such ShotSpotter System Components and Software DO NOT INCLUDE (AND THIS LIMITED EXCLUSIVE WARRANTY DOES NOT COVER): installation, engineering, acceptance, testing, or integration services not actually performed by ShotSpotter; any hardware, computer, equipment or software not actually supplied by ShotSpotter for your use in connection with a ShotSpotter System; power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware.

THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES: ordinary wear and tear, co-channel, adjacent channel, spurious or other radiofrequency or electromagnetic interference caused by emissions from other transmitters or devices, or unknown or natural causes; loss or damage caused by misuse, training, criminal activity, civil unrest, terrorism or combat conditions explosion, nuclear radiation, release or electromagnetic pulse, hazardous materials release, lightning, electrical surge, theft, vandalism, tampering, animals, fire, impact, wind, flood, abrasion, liquid, or severe weather conditions; or other loss, damage, events, or circumstances outside ShotSpotter's reasonable control after installation and/or delivery. This warranty also DOES NOT include routine software support and maintenance for, or upgrades to, the Software. Extended warranty coverage, and support, maintenance and upgrades, are optional, and available in accordance with ShotSpotter's then-existing terms and conditions for such services.

This Limited Exclusive Warranty applies only to the original purchaser of a ShotSpotter System, and may not be assigned. This Limited Exclusive Warranty does not apply to losses or damages to Products that occur in shipment to or from us. Further, this Limited Warranty shall not cover losses or damage to the Products that we determine resulted from defective installation or operation of any ShotSpotter System Component or Software by you, or anyone other than ShotSpotter, including any ShotSpotter System reseller or integrator; failure to perform required preventative maintenance of Products such as tuning, level setting, or battery replacement; relocation, removal, disconnection, modification or alteration of any component of the Products; merging, combining, integrating or bundling the Software or any component of the System, in whole or in part, with other software,

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hardware, devices, systems, technologies, products, services, functions or capabilities without first notifying and obtaining approval from us; operation by anyone other than competent and qualified personnel in accordance with any operating instructions furnished by us; or any use in any manner or for any purpose for which the Products are not designed or reasonably suited,, nor shall it apply to the extent that any defect or malfunction relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, any of which shall void this Limited Exclusive Warranty.

In fulfillment of this warranty, we reserve the rights to either repair or replace, at our sole discretion, any defective component, to substitute components of equal quality at the time of replacement or repair, and to use reconditioned components.

During the applicable Warranty Period, all labor and materials will be provided without charge to you. Products repaired or replaced by ShotSpotter under warranty will continue to be warranted according to the provisions of this Limited Warranty for the duration of the initial Warranty Period. Products returned and determined to be out of warranty will be repaired or replaced on a time and materials basis for parts and labor upon receipt of your Purchase Order for such services. Products returned during the warranty period and found not to be defective following inspection by us will be subject to our then-current evaluation charges. We will return the Products to you after repair or replacement by the carrier and transportation method chosen by ShotSpotter on our standard shipping terms.

THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

J. IP Infringement; Exclusive Remedy

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the ShotSpotter System) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components or Software, or to the extent that the claim of infringement arises from or relates to the

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integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not supplied by ShotSpotter as part of the ShotSpotter System, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the purchaser the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or its supplier, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND ITS SUPPLIERS' EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.

K. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS—IMPORTANT: READ CAREFULLY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL VARY, EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL OR OTHER COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT

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CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFORM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PERSONS.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE SHOTSPOTTER SYSTEM OR ITS USE WILL: RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY CRIMINAL, COMBATANT OR THREAT; PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON; IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA; IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS; OR THAT THE SHOTSPOTTER-SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

L. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL EITHER PARTY, OR ANY OF ITS AFFILIATES OR ANY OF ITS/THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY UNDER ANY LEGAL OR EQUITABLE THEORY OR CLAIM, FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, EXCEPT FOR ITS IP INFRINGEMENT INDEMNITY OBLIGATIONS UNDER SECTION J HEREOF, SHOTPSOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID TO SHOTSPOTTER UNDER THIS AGREEMENT., OR THE AMOUNT OF INSURANCE MAINTAINED BY SHOTSPOTTER AVAILABLE TO COVER THE LOSS, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY WITHOUT REGARD TO ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES GIVEN HEREIN.

M. Governing Law and Forum

The validity, performance, and construction of this License shall be

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governed by the laws of the United States of America and the State of Florida, as applicable, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter governed by this License, then ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolvable within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties.

If such effort is unsuccessful, except as provided herein, any controversy or claim arising out of or relating to this License, or the breach thereof, or use of the ShotSpotter System, shall be settled by binding arbitration in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in this agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

TO THE EXTENT PERMITTED BY THE LAW OF THE FORUM, ALL PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.

Notwithstanding the foregoing or any other provision of any other agreement, ShotSpotter shall be entitled to seek temporary, preliminary and permanent injunctive and other equitable relief in a federal or state court located in a judicial district encompassing Palm Beach County, Florida, in the event that Customer violates or breaches, or threatens to violate or breach, the restrictions of the limited license granted to Customer, or otherwise violates or infringes, or threatens to violate or infringe, ShotSpotter's intellectual property, trade secret and/or proprietary or confidentiality rights, including, without limitation, exceeding the scope of the limited and restricted license rights granted in this License. Customer hereby expressly consents to submit to the jurisdiction of such Courts, and hereby waives and covenants not to object thereto, or to assert lack of personal jurisdiction, or that such Court is an improper venue or an inconvenient forum, in connection with such a proceeding. In addition to any other remedies to which it may be entitled, ShotSpotter shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing and protecting its rights in such an equitable proceeding.

N. Severability and Interpretation

If any provision, in whole or in part, of this License and the agreement or order to which they are appended is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions in the License, agreement and order, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part of the License, agreement or order shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing,

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usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this License.

O. Integration, Amendment and Waiver

This License, and the agreement or order of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of such License, or agreement or order of which it is part, shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no of either party's breach of any provision of this License shall constitute a waiver of any prior or subsequent breach of the same or any other provision and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

P. Benefit and Burden; Assignment

Subject to the following provisions, this License shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. NOTWITHSTANDING THAT THE SOFTWARE, ASSOCIATED SYSTEM, AND ITS OUTPUT DATA MAY BE USED FOR LAW ENFORCEMENT, PUBLIC SAFETY, AND FORCE PROTECTION PURPOSES, THERE ARE NO THIRD PARTY BENEFICIARIES INTENDED TO BENEFIT FROM THIS LICENSE. You may not assign or transfer this License, or any of the rights granted herein to you, in whole or in part, by operation of law or otherwise, without our express prior written consent. We may assign or transfer this License and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent. No assignee for the benefit of your creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of your assets or business, shall have any right to continue or to assume or to assign this License without our express consent.

P. Compliance With Laws

You shall comply with all applicable laws, statutes, and regulations relating to the sale, distribution, and use of the Products and the performance of your duties and obligations hereunder.

Q. Public Entity Crimes

As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, we certify that we, our affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-Six (36) months immediately preceding the date hereof.

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SHOTSPOTTER ANNUAL SUPPORT AND MAINTENANCE AGREEMENT

This Annual Support and Maintenance Agreement ("Agreement") is made and entered into effective as of December 28, 2009, by and between ShotSpotter, Inc., a corporation having a place of business at 1060 Terra Bella Drive, Mountain View CA 94043 ("ShotSpotter," "we" or "us"), and the Riviera Beach Police Department, FL, a Law Enforcement Agency, having a place of business at 600 W. Blue Heron Blvd., Riviera Beach, FL 33404 ("Customer" or "you").

WHEREAS: Customer has purchased a ShotSpotter Gunshot Detection and Location System, which includes certain software, hardware, and wireless networking components ("System"); and

WHEREAS: Customer wishes to engage ShotSpotter to provide certain extended support and maintenance services beyond the standard warranty terms and conditions applicable to the initial System purchase.

NOW, THEREFORE, Customer and ShotSpotter agree to the following terms and conditions:

1. TERM, RENEWAL, AND FEES

A. ***Term and Commencement*** The initial term of this Agreement will be for the number of years specified in the purchase order, commencing upon ShotSpotter's receipt of: (a) a duly-authorized Customer purchase order for the support and maintenance services enumerated herein; (b) an original of this Agreement and purchase order signed by an authorized agent of Customer; and (c) the full amount of the annual support and maintenance fees specified in the purchase order, as is in effect at the time of receipt of the purchase order, and ending on last day of the month in which the term specified in the purchase order ends, unless sooner terminated in accordance with the provisions hereof. Receipt of payment constitutes acceptance of this agreement.

B. ***Renewal*** The term may be renewed for successive periods of one year each, and continuous support and maintenance coverage shall be available, in accordance with the following procedures. Unless the term is sooner terminated as provided herein, at least thirty (30) days prior to the expiration of the term then in effect, ShotSpotter may offer renewal by sending Customer an invoice for the annual support and maintenance fee then in effect. Any changes to the terms and conditions of this Agreement, services, and service levels shall be made only by mutual agreement of the parties before they will apply to the next renewal term. Customer may decline the renewal offer by sending ShotSpotter written notice of its intention not to renew, which notice must be received by ShotSpotter prior to the expiration of the term then in effect. If no such notice is timely received, then ShotSpotter's renewal offer will be deemed accepted, and the term shall be renewed for another year. Customer acknowledges that ShotSpotter's annual support and maintenance fees, terms and conditions of this Agreement, and service levels hereunder, are subject to change from time to time, and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

C. ***Lapsed Coverage*** If Customer fails to renew in a timely manner and hence allows the Agreement to expire and the support and maintenance coverage hereunder to lapse, or fails to pay the annual support and

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maintenance fee as and when due, then Customer may reinstate support and maintenance coverage by paying to ShotSpotter 150% of the then-prevailing support and maintenance fees for each and every year for which such fees were not paid in addition to the then-current maintenance fee for the upcoming one-year period.

D. ***Initial Term Fees*** The annual support and maintenance fees for the term shall be a sum equal to the fees specified in the purchase order. ShotSpotter shall provide notice of the fee for successive renewal terms to Customer a reasonable time prior to the expiration of the initial term.

2. SERVICES AND SERVICE LEVELS

During the term hereof, ShotSpotter agrees to provide the following services:

A. ***Telephone Support*** ShotSpotter shall make available by telephone a support specialist Monday through Friday, other than federal holidays, during the hours of 8:00 a.m. to 5:00 pm Pacific Time. Voice mail messages may be left on other days and times, or if the support line is busy, and ShotSpotter will make reasonable efforts to return the messages on the next business day after they are received if received after hours, or on weekends and holidays, and within 4 hours the same day if received during business hours on weekdays other than holidays.

The telephone support specialist shall be responsible for receiving Customer reports of failures, errors or defects in System Components supplied by ShotSpotter, accessing the Customer's System remotely via Virtual Private Network, and, to the extent practicable over the telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially-reasonable efforts to respond with a diagnosis of the problem within 24 hours of receipt of the report, and to restore functionality of the System to System specifications within 72 hours of receipt of the report.

B. ***Limited Extended Warranty***

During the term hereof, ShotSpotter warrants that the ShotSpotter System Components and Software (as defined herein) (collectively, the "Products") will be free of defects in materials, manufacturing and workmanship which materially impair the functioning of the ShotSpotter System purchased by you in substantial conformity with the specifications documentation accompanying the ShotSpotter System. During the term, we will, without cost to you for such services or parts, replace or repair any component of the Products we reasonably determine to be defective as to materials or workmanship.

The ShotSpotter System Components covered by this limited extended warranty consist exclusively of: (a) each static or portable acoustic sensor purchased by you; (b) a weather-resistant enclosure for each such sensor; each Mobile display device purchased by you (if any); (c) each central computer server, and/or ruggedized "base station" laptop computer purchased by you (if any), and associated network and radio base station hardware; (d) radio subscriber units and related antennas; (e) the network bridge, switch or mesh node supplied as part of the ShotSpotter system's communications infrastructure; (f) mounting, safety and grounding hardware

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provided for use with sensor installation or base station hardware; and (g) documentation concerning the use and operation of the ShotSpotter System (collectively, the "ShotSpotter System Components").

The Software covered under this limited extended warranty consists exclusively of: (i) object-code versions of (a) the firmware embedded in each ShotSpotter static or portable acoustic sensor and Mobile display device purchased by you (if any); (b) ShotSpotter Location Server software; ShotSpotter Notification Engine software; ShotSpotter Console software, installed and operated locally on computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the ShotSpotter Software License Agreement ("License") between you and us; and (ii) software documentation and operations manuals supplied with the foregoing software (collectively, "Software").

Such ShotSpotter System Components and Software DO NOT INCLUDE (AND THIS LIMITED EXCLUSIVE WARRANTY DOES NOT COVER): installation, engineering, acceptance, testing, or integration services not actually performed by ShotSpotter; any hardware, computer, equipment or software not actually supplied by ShotSpotter for your use in connection with a ShotSpotter System; power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware.

THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES: ordinary wear and tear; co-channel, adjacent channel, spurious or other radiofrequency or electromagnetic interference caused by emissions from other transmitters or devices, or unknown or natural causes; loss or damage caused by misuse, training, criminal activity, civil unrest, terrorism or combat conditions, explosion, nuclear radiation, release or electromagnetic pulse, hazardous materials release, lightning, electrical surge, theft, vandalism, tampering, animals, fire, impact, wind, flood, abrasion, liquid, or severe weather conditions; or other loss, damage, events, or circumstances outside ShotSpotter's reasonable control after installation and/or delivery.

Further, ShotSpotter shall have no obligations under this limited extended warranty to the extent that any defect or malfunction arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not supplied by ShotSpotter as part of the ShotSpotter System, nor shall it apply to the extent that any defect or malfunction relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating

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gunshots exclusively through acoustic means.

In fulfillment of this warranty, we reserve the rights to either repair or replace, at our sole discretion, any defective ShotSpotter System Component, to substitute components of equal or greater quality and functionality at the time of replacement or repair, and to use reconditioned components.

Should we determine, in our reasonable discretion, that in the event of a non-warranty repair on-site inspection, removal, repair, replacement, or installation services will be required in fulfillment of this warranty, then, in addition to the support and maintenance fees hereunder, Customer agrees to reimburse ShotSpotter for the costs actually incurred by ShotSpotter personnel for lodging, travel and a per diem allowance not to exceed $300 per person, per day, within thirty (30) days after the date of ShotSpotter's invoice.

Any services outside the scope of this extended warranty shall be performed by ShotSpotter pursuant to its standard labor rates and other terms and conditions then in effect (which are available on request), and shall be ordered by Customer pursuant to a duly-authorized invoice or purchase order.

THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

C. ***Software Update and Upgrades*** Provided and on condition that the System hardware, networking technology and software, as installed, were in ShotSpotter's standard configuration, and have not been modified or customized after installation, then ShotSpotter will provide to the Customer updates and upgrades to the Customer's standard Software, if any, which ShotSpotter makes generally available to other customers purchasing support and maintenance for the particular System purchased by Customer, together with installation instructions. Such updates and upgrades may (but not necessarily shall) include new versions, new functionality and features, security enhancements, and bug fixes. Such Software updates and upgrades shall not include any customization or nonstandard enhancements, or third party operating system, database and other third party software.

Customer's rights to install and use System Software updates and upgrades are limited, and shall be strictly in accordance with the ShotSpotter System Software License supplied with the System (which is an essential part of this Agreement). Any and all rights not granted expressly in such License are hereby reserved. For the terms and conditions of your limited license to Software and documentation, and updates and upgrades, supplied under this Agreement please refer to that document, which is incorporated by reference into this Agreement.

D. ***Training*** ShotSpotter, at the specific request of the Customer, will provide one onsite training event per year (if then-current year's agreement is current) for up to one week. Training shall consist of, but not be limited to, retraining existing certified operators and new operators of the system including Dispatch, Patrol, Forensics and Crime Analyst.

E. ***Expert Witness Services*** ShotSpotter, at the specific request of the customer, will provide qualified individual(s) for the purposes

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of expert witness testimony for any incident which the ShotSpotter System locates an incident and the incident information is deemed by the customer to be valuable to the customers prosecutorial requirements. ShotSpotter requires at least three week notice of such a requirement in writing from the customer. Customer must include dates, times, specific locations and a point of contact for ShotSpotter personnel. Customer agrees to reimburse ShotSpotter within thirty (30) days after the date of ShotSpotter's invoice for all costs actually incurred by ShotSpotter personnel for lodging and travel, and in addition a per diem allowance not to exceed $300 per person per day, This benefit shall only be available to customer if customer is fully current with their maintenance payments, and if customer is not current with their maintenance payments, then customer may become current under the terms and conditions set forth herein. In the case that customer is not current with their maintenance payments, then an expert witness shall NOT be assigned until customer becomes current with their maintenance.

F. ***Forensic Reports*** ShotSpotter, at the specific request of the customer, will provide a total of two (2) detailed incident reports per year for any incident which the ShotSpotter System stores incident information if such information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Such reports must be requested 72 hours in advance in writing to the assigned ShotSpotter project manager. Customer should expect delivery of these reports within 3 business days after receipt of the request. Additional reports are available within 72 hours of the receipt of an approved purchase order in the amount of $1,000 per additional report. This benefit shall only be available to customer if customer is fully current with their maintenance payments, and if customer is not current with their maintenance payments, then customer may become current under the terms and conditions set forth herein. In the case that customer is not current with their maintenance payments, then forensic reports shall NOT be generated nor provided to customer until customer becomes current with their maintenance.

3. CUSTOMER'S OBLIGATIONS

Customer agrees to perform, and ShotSpotter's obligations to provide the foregoing support and maintenance services are conditioned and dependent upon the Customer's timely and strict performance of, the following obligations:

A. Customer shall pay ShotSpotter all sums due under the Agreement as and when they are due.

B. To the extent that any System components are to be installed or used in premises or locations not owned by Customer, Customer is solely responsible for obtaining (at its sole expense) any permissions, permits, licenses, or leases necessary for ShotSpotter to access, remove, repair, replace or install such component on such premises and/or locations. Customer is also solely responsible for obtaining permission for continuing access to such locations and premises by ShotSpotter personnel and contractors, for so long as the components remain in such location.

C. Any demolition, restoration, or alteration of property required for repair, removal, replacement, or installation of ShotSpotter equipment will not be covered by the extended warranty, and will be done at your sole risk and expense, at ShotSpotter's then prevailing terms and labor rates for such work, if done by ShotSpotter personnel or

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contractors. Customer is also solely responsible for obtaining (at its sole expense) all legally required governmental permits and/or licenses for all support, maintenance, and warranty work on the System and all components thereof.

D. Customer shall not alter, modify, repair, augment, enhance, replace, substitute, disconnect, use in connection with any third party product, or relocate, or allow any alteration, modification, repair, augmentation, enhancement, replacement, substitution, modification, disconnection, de-installation, integration, bundling, combination, use in connection with third party products, or relocation of any component of the System, without ShotSpotter's prior written consent. Only ShotSpotter personnel or contractors may alter, modify, repair, augment, enhance, replace, substitute, disconnect, de-install, or use in connection with third party products, System components and software. Failure to comply with the obligations of this section will void the extended warranty provided herein.

E. If a component or System appears to be defective, Customer must immediately inform ShotSpotter or its authorized Integrator.

F. Customer is responsible for safeguarding and insuring System equipment and software from and against loss, damage or theft. Customer should notify ShotSpotter immediately regarding any damage to or loss of equipment or damage to software, but losses or damage due to theft, vandalism or criminal acts are not covered under the extended warranty.

G. Customer, in the event that a Metro (fixed) System is purchased, shall afford ShotSpotter secure (*i.e.* Virtual Private Network) access from your ShotSpotter System to ShotSpotter's server over Customer's existing Internet connection or over a dedicated link, at Customer's sole cost and expense. Customer shall use best efforts to ensure that this access is up at all times, (24 x7 x 365), for the purposes of ShotSpotter's monitoring and supporting the System. Customer may also, from time to time and with prior coordination with ShotSpotter, be required to provide the same connection on a temporary basis to the RDS base computer for the purposes of updating or maintaining the software

H. Customer shall cause the System to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us and in connection with the services provided under this Agreement. Customer shall not use the System, or permit the System to be used, in any manner or for any purpose for which the System is not designed or reasonably suited. Any such use shall void the extended warranty.

I. ShotSpotter or its representatives may, at reasonable times on reasonable notice, with your permission, enter Customer's premises for purposes of inspecting, examining or repairing the System. As to components installed on the property of others, Customer shall use its best efforts to obtain permission for ShotSpotter and its representatives to enter onto such property for such purposes. ShotSpotter shall not be responsible for any delays or failures to inspect, examine and/or repair caused by its inability to gain entry to property for such purposes for any reason.

J. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

4. IP INFRINGEMENT; EXCLUSIVE REMEDY

Subject to the terms and conditions

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hereof, ShotSpotter agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the ShotSpotter System) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not supplied by ShotSpotter as part of the ShotSpotter System, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the purchaser the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or its supplier, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

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THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND ITS SUPPLIERS' EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.

5. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS— IMPORTANT: READ CAREFULLY —

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL VARY, EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL OR OTHER COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFORM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PERSONS.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE SHOTSPOTTER SYSTEM OR ITS USE WILL: RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY CRIMINAL,

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COMBATANT OR THREAT; PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON; IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA; IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS; OR THAT THE SHOTSPOTTER-SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

6. TERMINATION

A. ShotSpotter may terminate this Agreement, if Customer breaches or violates any of the terms of this Agreement, and fails to cure the breach or violation within fifteen (15) days after notice from ShotSpotter, or immediately if Customer fails to timely pay any sums it owes to ShotSpotter or resellers or distributors of any System component. In the event of termination by ShotSpotter under this section, no prorated rebate or refund of support and maintenance fees will be given, and, in order to restore support and maintenance coverage, Customer will be responsible for payment of the lapsed coverage fees set forth in section 1(C) hereof.

B. Either party may terminate this Agreement, upon written notice, if the other party becomes insolvent or bankrupt.

7. PROTECTION OF CONFIDENTIAL INFORMATION. Unless you obtain prior written consent from us you shall not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: concerning the ShotSpotter System obtained in connection with the System purchase, installation or operation, and designated by us from time to time as confidential; ShotSpotter System documentation, use and operations manuals; and output data created or compiled by the ShotSpotter System (collectively, "Confidential Information"). You shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those you use to secure and protect your own confidential information.

8. NOTICES Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

9. FORCE MAJEURE. In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or

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omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of power, telecommunications or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

10. DEFAULT; REMEDIES. Upon the occurrence of any default by or breach of Customer's obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the ShotSpotter System, ShotSpotter System Components and Software, repossess the Software and any components not yet paid for in full, and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this agreement shall terminate as soon as your obligations to us are satisfied, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying costs and reasonable attorneys' fees incurred by or on behalf of us in enforcing our rights, as well as applicable repossession, shipping, repair and refurbishing costs.

11. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL EITHER PARTY, OR ANY OF ITS AFFILIATES OR ANY OF ITS/THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY UNDER ANY LEGAL OR EQUITABLE THEORY OR CLAIM, FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, EXCEPT FOR ITS IP INFRINGEMENT INDEMNITY OBLIGATIONS UNDER SECTION 4 HEREOF, SHOTPSOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID TO SHOTSPOTTER UNDER THIS AGREEMENT, OR THE AMOUNT OF INSURANCE MAINTAINED BY SHOTSPOTTER AVAILABLE TO COVER THE LOSS, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY WITHOUT REGARD TO ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES GIVEN HEREIN.

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12. GENERAL

A. No Agency. Neither ShotSpotter nor any of its employees is an agent or representative of Customer, and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. Compliance with Laws. You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Products and the performance of your duties and obligations hereunder.

C. Severability and Interpretation. If any provision, in whole or in part, of this Annual Support and Maintenance Agreement and the agreement or order to which they are appended is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of these Annual Support and Maintenance Agreement, agreement and order, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part of Annual Support and Maintenance Agreement, agreement or order shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade or communication between the parties shall modify or alter any of the rights or obligations of the parties under these Annual Support and Maintenance Agreement.

D. Integration, Amendment and Waiver. This Annual Support and Maintenance Agreement, and the agreement or order of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of such Annual Support and Maintenance Agreement, or agreement or order of which it is part, shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no of either party's breach of any provision of this Annual Support and Maintenance Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

E. Benefit and Burden; Assignment. Subject to the following provisions, these Annual

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Support and Maintenance Agreement and the agreement or order of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. **NOTWITHSTANDING THAT THE SOFTWARE, ASSOCIATED SYSTEM, AND ITS OUTPUT DATA MAY BE USED FOR LAW ENFORCEMENT, MILITARY, PUBLIC SAFETY, AND FORCE PROTECTION PURPOSES, THERE ARE NO THIRD PARTY BENEFICIARIES INTENDED TO BENEFIT FROM THESE GENERAL TERMS AND CONDITIONS OF SALE, OR THE AGREEMENT OR ORDER OF WHICH THEY ARE A PART.** Customer may not assign or transfer these Annual Support and Maintenance Agreement, or the agreement or order of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without ShotSpotter's express prior written consent. ShotSpotter may assign or transfer these Annual Support and Maintenance Agreement and ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without our express consent.

F. Public Entity Crimes

As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance thereof, we certify that we, our affiliates, suppliers, subcontractors, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

G. Choice of Law and Dispute Resolution.

The validity, performance, and construction of this agreement shall be governed by the laws of the United States of America and the State of Florida, as applicable, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter governed by these Annual Support and Maintenance Agreement, then ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolvable within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties.

If such effort is unsuccessful, except as provided herein, any controversy or claim arising out of or relating to these Annual Support and Maintenance Agreement, or the breach thereof, or use of the ShotSpotter System, shall be settled by binding arbitration in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves

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interstate commerce, and that, notwithstanding any choice of law provision in this agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

TO THE EXTENT PERMITTED BY THE LAW OF THE FORUM, ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.

Notwithstanding the foregoing or any other provision of any other agreement, ShotSpotter shall be entitled to seek temporary, preliminary and permanent injunctive and other equitable relief in a federal or state court located a judicial district encompassing Palm Beach County, Florida, in the event that Customer violates or breaches, or threatens to violate or breach, the restrictions of the limited license granted to Customer, or otherwise violates or infringes, or threatens to violate or infringe, ShotSpotter's intellectual property, trade secret and/or proprietary or confidentiality rights, including, without limitation, exceeding the scope of the limited and restricted license rights granted in the License. Customer hereby expressly consents to submit to the jurisdiction of such Courts, and hereby waives and covenants not to object thereto, or to assert lack of personal jurisdiction, or that such Court is an improper venue or an inconvenient forum, in connection with such a proceeding. In addition to any other remedies to which it may be entitled, ShotSpotter shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing and protecting its rights in such an equitable proceeding

.IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

SHOTSPOTTER, INC.

By: _____
(Authorized Signature)

Name: Gregg Rowland

Title: SVP Sales and Marketing

Date: December 28, 2009

REVIEWED FOR LEGAL SUFFICIENCY
_____
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 12-30-09

Riviera Beach Police Department, FL

By: _____
(Authorized signature)

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida authorizing the Mayor and City Clerk to execute a Fourth Amendment to the Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County, for an extension of the Department of Justice (OJJDP) grant of $24,920 to the Youth Empowerment Program; authorizing the Finance Director to set up a budget for the same and providing for an effective date.

Recommendation/Motion: Staff recommends approval of amended Interlocal

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Originating Dept.	City Manager	**Costs:**	$24,920
User Dept.	Youth Empowerment Teen Program	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	151-0202-569-3-3101 Contratual Services $21,145 151-0202-569-3-5201 Office Supplies $ 1,500 151-0202-569-3-5250 Program Supplies $ 2,275
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
On October 1, 2011, the Board of County Commissioners was awarded funding from Department of justice (OJJDP) in the amount of $324,901, to provide an 18-month community-based, comprehensive anti-gang strategy. These monies were to identify (15) high risk youth participants to assess, case manage, and provide various scientific based programs; among other enticing programs that will allow youth to remain gang free and enhance youth chances of school success. Youth Empowerment initial award was $34,590, to cover expenses through December 31st, 2012. The Youth Empowerment is being awarded $24,920 to expend on case management, scientific based programs; and any other programs that would assist youth to remain gang-free as well as enhance

opportunities for academic success. Grant award of $24,920 will begin January 1st, 2013 through June 30th, 2013.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	
External Revenues	
Program Income (city)	
In-kind Match (city)	
Net Fiscal Impact	
NO. Additional FTE Positions (cumulative)	

Is Item Included in Current Budget? No

Budget Account NO: 151-0202-569-3-3101 Contratual Services $21,145
151-0202-569-3-5201 Office Supplies $ 1,500
151-0202-569-3-5250 Program Supplies $ 2,275

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
amended_ojjdp_interlocal.docx	Amended Interlocal Agreement
Val_s_amended_Resolution.docx	Resolution
doj_buget_2013.xlsx	OJJDP Budget

FOURTH AMENDED INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA

This Fourth Amended Interlocal Agreement ("Agreement") dated _____ amends the Interlocal Agreement dated May 17, 2011 (R2011-0768) (hereinafter "Original Agreement"), as amended previously by (R2012-1133), (R2013-0300), and the third not yet recorded but signed on March 27, 2013, between Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the Criminal Justice Commission, upon direction from the Board of County Commissioners, continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

WHEREAS, CJC received a grant award of $324,901 from the Department of Justice (OJJDP) on October 1, 2011 for an eighteen month period to enhance the county's existing community-based, comprehensive anti-gang strategy; and

WHEREAS the grant was previously extended for six (6) month periods such that the current expiration date is June 30, 2013; and

WHEREAS, the COUNTY has agreed to reimburse the CITY for expenses from a Department of Justice (OJJDP) grant up to the amount of $34,590 as referenced in the Original Agreement (R2011-0768), as amended, for the Youth Violence Prevention Project; and

WHEREAS, the parties mutually desire to amend the terms of the Original Agreement, as amended, by providing additional OJJDP funding in the amount of up to $24,~~914~~920.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the COUNTY and CITY hereby agree as follows:

1. The Original Agreement (R2011-0768), as amended, is further amended to provide additional OJJDP funds in the amount of up to $24~~,~~,~~914~~ 920 for personnel and/or youth interest-based programming and related expenses.

2. No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

3. The Term of this Fourth Amended Agreement shall be from January 1, 2013 until June 30, 2013, or until all remaining funds are have been expended, whichever first occurs.

All other provisions of said Original Agreement (R2011-0768) as amended, are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Fourth Amended Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By:_____
Michael L. Rodriguez, Executive Director
Criminal Justice Commission

Comment [e1]: Do not date the signature here as the first paragraph references the date of the agreement – Michael, who will presumably sign last, should fill in the date on the first page.

CITY: Riviera Beach, FL

By: _____
Thomas A. Masters, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By_____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By_____
Brenda Oakes,
Youth Violence Prevention Planning Coordinator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FOURTH AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FOR CONTINUATION OF THE YOUTH EMPOWERMENT TEEN PROGRAM IN THE AMOUNT OF $24,920; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Criminal Justice Commission of Palm Beach County continues their development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

WHEREAS, the Youth Empowerment Teen Program meets the requirements for administering youth prevention/intervention services; and

WHEREAS, on December 5th, 2006 the Board of County Commissioners (BCC) approved funding to initiate partnerships with Riviera Beach, West Palm Beach and Lake Worth to implement the Youth Violence Prevention Project, and

WHEREAS, the Criminal Justice Commission has recommended the use of Department of Justice Grant funds to support the partnership by providing funds for the CITY to participate; and

WHEREAS, the COUNTY agreed to reimburse the CITY for expenses, up to the amount of $24,920 from January 1st, 2013 through June 30th, 2013 for the Youth Violence Prevention Project; and

WHEREAS, the parties mutually desire to extend the Interlocal Agreement until June 30th, 2013, or until all funds remaining from the original $24,920 have been expended, whichever first occurs for the Youth Empowerment Center program expenses as approved by the Department of Justice.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. The Term of the Interlocal Agreement is amended to provide that the Interlocal Agreement shall continue until June 30th, 2013; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute the Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

SECTION 2. The Finance Director is authorized to set up a budget for the same.

SECTION 3. This resolution should take affect immediately upon its passage and approval by the City Council.

{The remainder of this page intentionally left blank}

Exhibit A

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. SUPPLIES	
1. Office/Program Supplies @ $200/month x 1 centers =18 months	$1,000
Standard office supplies and program supplies necessary to offer interest-based programs	
Computer software, educational materials, camera and supplies, computer	
equipment and supplies, arts and crafts	
Uniforms $1275.00 - 100 t-shirt uniforms x $12.75 per shirt = $1275.00. Uniforms are	$ 1,275
necessary to insure the safety of youth while on an outing off site.	
Office supplies- $ 550 pencils, paper, ink, liquid paper, stamps and other	$ 1,500
related office	
SUB-TOTAL SUPPLIES	**$ 3,775**
B. OTHER	
1. Food - Snacks for 15 youth x 390 days x $1.00/day	$5,850
Food is also for family events, graduation from structured programs & service learning project outings	
2. Contractual Pro-Social Activities for 15 recruited youth x $111.33 per activity x 15 months	**$15,295**
Male Interaction/Group Mentoring $2873	$2,873
Real Men Reach Back	
Choice to Change - Conflict Resolution/Anger Management (12) week program $2400	$2,400
African Drums $1500	$1,500
Education - Tutorial $3500	$3,500
Digital DJ $1150	$1,150
Girls Interaction/Group Mentoring $2873	$2,873

Exhibit A

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
Virtuous Young Ladies of Tomorrow	
The cornerstone to YEC's is the implementation of youth interest-based programs. There are 48 programs offered	
weekly for youth to select from. Programs range from tutoring to digital AV production to web design to the	
African Drums and BEATS. All are designed to promote self confidence and interpersonal relationship development.	
SUB-TOTAL OTHER	**$21,145**

OJJDP FY 2010 Youth Gang Prevention and Intervention Program
Riviera Beach Youth Violence Prevention Project

Exhibit A

BUDGET WORKSHEET, NARRATIVE and SUMMARY		
A. PERSONNEL	$	-
B. FRINGE BENEFITS	$	-
C. TRAVEL/TRAINING	$	3,775
D. SUPPLIES	$	21,145
E. OTHER		
TOTAL PROJECT BUDGET	**$**	**24,920**

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: RESOLUTION TO RECEIVE/APPROPRIATE FUNDS IN REFERENCE TO THE MEMORIAL DAY ACTIVITIY CONTRIBUTION FUND

Recommendation/Motion: APPROVE THE RESOLUTION TO RECEIVE/APPROPRIATE FUNDS IN REFERENCE TO THE MEMORIAL DAY ACTIVITY CONTRIBUTION FUND

Originating Dept.	LEGISLATIVE	**Costs:**	974.66
User Dept.		**Funding Source:**	Memorial Day Activity Contribution Fund
Advertised:	No	**Budget Account Number:**	130-00-366-949
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:

In observance of Memorial Day, a special tribute to fallen, brave soldiers and first responders will take place at Riviera Beach City Hall. Councilwoman Judy L. Davis is planning the Memorial Day tribute i n honor of military service men and women who died for our freedom, and first-responders who served at home. The tribute will feature 2,700 U.S. flags that will be "planted" in the grass. The flags will be planted Saturday, May 18, 2013 and the Memorial Day Tribute ceremony will take place Thursday, May 23, 2013.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2013	2013
Capital Expenditures			

Operating Costs			
External Revenues	220	200	554.66
Program Income (city)			
In-kind Match (city)			
Net Fiscal Impact	220	200	554.66

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: 130-00-366-949

B. Recommended Sources of Funds/Summary of Fiscal Impact :

Memorial Day Activity Contribution Fund

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
RESOLUTION - MEMORIAL DAY TRIBUTE.docx	Resolution - Memorial Day Tribute
MEMORIAL DAY TRIBUTE FLYER 2013.pdf	Memorial Day Tribute Flyer

RESOLUTON NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATIONG FUNDS FROM BUSINESS CONTRIBUTIONS FOR THE MEMORIAL DAY TRIBUTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Memorial Day Tribute flag planting will take place Saturday, May 18, 2013 and Memorial Day Tribute Ceremony will take place Thursday, May 23, 2013 at Riviera Beach City Hall; and

WHEREAS, funds were received and deposited from various businesses for the Memorial Day Tribute; and

WHEREAS, funds were received from the following businesses:

Community Officers Association of Singer Island $220

Allsite Construction, Inc. $200

Sysco $554.66

WHEREAS, those funds are available in the Memorial Day Activity Contribution Fund and need to be appropriated.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. That the City Council accepts donations totaling $974.66 for the Memorial Day Tribute

SECTION 2. The Director of Finance and Administrative Services is authorized to appropriate funds in the Memorial Day Activity Contribution Fund in the amount of $974.66 which represents funds received from various local businesses for this fund.

SECTION 3. The Mayor and Director of Finance and Administrative Services are authorized to expend funds for the same.

SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

TRIBUTE

Presented by City of Riviera Beach Councilwoman Judy L. Davis, District 2

In observance of Memorial Day, Councilwoman Judy Davis has planned a special tribute to brave soldiers who've paid the ultimate sacrifice for our freedom, and first responders who served to protect us and save lives at home.

2,500 U.S. flags will be "planted" in the grassy (frontage) area at Riviera Beach City Hall at Avenue H West and Blue Heron Blvd.

The Memorial Day Tribute Ceremony will take place Thursday, May 23, 2013 @ 4pm in the Riviera Beach City Council Chambers.

FLAG PLANTING

Saturday, May 18th @ 9 a.m. at Riviera Beach City Hall

Volunteer by calling

(561) 845-3464 or email

dshall@rivierabch.com

Free Barbecue for Volunteers!

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: Protect Our Beaches Resolution

Recommendation/Motion: Approve

Originating Dept.	Legislative	**Costs:**	
User Dept.	City	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Chair Pro Tem Dawn Pardo was contacted by Protect Our Beaches, Inc., requesting a resolution of support from the City of Riviera Beach for their commitment to finding a permanent, ecologically-sound solution to protecting our beaches and dunes from erosion. Protect Our Beaches, Inc. is a broad-based coalition of concerned and caring property owners, citizens, businesses owners, civic groups and community leaders of Palm Beach County who share a commitment to finding a permanent, ecologically-sound solution to protecting our beaches and dunes from erosion. The coalition's goal is to empower Floridians to call upon, federal, state and local agencies, and elected leaders to act on behalf of Palm Beach County's 45 mile coast. The City of Palm Beach Gardens passed Resolution 88, 2012 on September 13, 2012 supporting the Coalition's goal.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
Protect_Our_Beaches_Res.pdf	Protect Our Beaches Resolution
PBG_Res_of_Support_(2).pdf	Palm Beach Gardens Resolution 88,2012
beaches_coalition_website_docs.pdf	Protect Our Beaches Website: www.beachescoalition.org

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING PROTECT OUR BEACHES, INC., A COALITION TO FINDING A SUSTAINABLE SOLUTION TO PROTECTING OUR BEACHES AND DUNES FROM EROSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to establish a sustainable solution to stabilize and maintain the sand and dunes of our beaches from erosion; and

WHEREAS, beaches are Florida's number one tourist attraction, generating more than $16 billion annual to the state's economy; and

WHEREAS, sandy beaches are the first line of protection against hurricanes and can reduce damage annually to the state's economy with nearly 80% of Florida's residents living in coastal counties; and

WHEREAS, the Department of Environmental Protection estimates that at least 276 miles of sandy beaches in Florida are experiencing critical erosion, a situation which is hurting both tourism and storm protection along both coasts; and

WHEREAS, the mission is to protect coastal ecosystems and wildlife, protect homes and property values, enhance beach-inspired tourism, and provide community support and advocacy; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. That The City Council supports the goals of Protect Our Beaches, Inc., a coalition of concerned and caring property owners, citizens, businesses owners, civic groups and community leaders of Palm Beach County who share a commitment to finding a permanent, ecologically-sound solution to protecting our beaches and dunes from erosion.

SECTION 3. This Resolution shall become effective immediately upon its passage.

PASSED and APPROVED this _____ day of _____, 2013.

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: _____

SECONDED BY: _____

B. GUYTON _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION 88, 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA SUPPORTING PROTECT OUR BEACHES, INC., A COALITION TO FINDING A PERMANENT, ECOLOGICALLY SOUND SOLUTION TO PROTECTING OUR BEACHES AND DUNES FROM EROSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to establish a permanent solution to stabilize and maintain the sand and dunes of our beaches from erosion; and

WHEREAS, beaches are Florida's number one tourist attraction, generating more than $16 billion annually to the state's economy; and

WHEREAS, sandy beaches are the first line of protection against hurricanes and can reduce damage annually to the state's economy with nearly 80% of Florida's residents living in coastal counties; and

WHEREAS, the Department of Environmental Protection estimates that at least 276 miles of sandy beaches in Florida are experiencing critical erosion, a situation which is hurting both tourism and storm protection along both coasts; and

WHEREAS, the mission is to protect coastal ecosystems and wildlife, protect homes and property values, enhance beach-inspired tourism, and provide community support and advocacy; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The City Council urges all residents to call upon federal, state, and local agencies and elected leaders to act on behalf of Palm Beach County's 47-mile coast.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of September, 2012.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: _____
David Levy, Mayor

ATTEST:

BY: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
R. Max Lohman, City Attorney

VOTE:	**AYE**	**NAY**	**ABSENT**
MAYOR LEVY	✓	____	____
VICE MAYOR PREMUROSO	✓	____	____
COUNCILMEMBER TINSLEY	✓	____	____
COUNCILMEMBER RUSSO	✓	____	____
COUNCILMEMBER JABLIN	✓	____	____

OUR MISSION

Protect Our Beaches, Inc. is a broad-based coalition of concerned and caring property owners, citizens, businesses owners, civic groups and community leaders of Palm Beach County who share a commitment to finding a permanent, ecologically-sound solution to protecting our beaches and dunes from erosion. Our goal is to empower Floridians to call upon, federal, state and local agencies, and elected leaders to act on behalf of Palm Beach County's 45 mile coast.

- PERMANENT SOLUTION TO STABLIZE AND MAINTAIN THE SAND AND DUNES OF OUR BEACHES FROM EROSION
- PROTECT COASTAL ECOSYSTEMS AND WILDLIFE
- PROTECT HOMES & PROPERTY VALUES
- ENHANCE BEACH INSPIRED TOURISM
- PROVIDE COMMUNITY SUPPORT AND ADVOCACY

PROTECT OUR BEACHES

NEWSLETTER SIGN UP

Name: (*)
Email: (*)

WHY SHOULD I JOIN THIS COALITION?

If the long term viability of Palm Beach County's beachfront affects you personally or financially then you should join. The coalition invites membership from any individual, association, business, or governmental entity that agrees with the goal of a comprehensive long-term solution to preserve and protect our coastline from erosion.

WHAT ARE THE GOALS FOR THE COALITION?

Our goal is to build a diverse, broad-based coalition whose members represent all the stakeholders in Palm Beach County who are affected by the quality of our beach front. We strive to include members that represent all sides of those concerned with this issue including:

property owners, restaurants, condominium and homeowners associations, civic groups, environmental groups, municipal officials, tourism industry, resorts, chambers of commerce and others.

WHAT ARE THE BENEFITS OF MEMBERSHIP?

The benefits of membership include:

- Professional lobbying representation
- Issue monitoring
- Professional staff and management
- Engineering and technical analysis
- Improved communications
- E-newsletters, issue briefings, website
- Coordinated advocacy
- Strength in numbers to enhance effectiveness
- Political leverage
- Unity of voice and message to achieve success

NEWSLETTER SIGN UP

Name: (*)
Email: (*)
Submit

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: Mayor Thomas A. Masters declares May 4-12, 2013, as "National Travel and Tourism Week" in the City of Riviera Beach.

Recommendation/Motion:

Originating Dept.	LEGISLATIVE	**Costs:**	0
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
The agencies of the Palm Beach County Tourism Development Council, which include the Palm Beach County Convention and Visitors Bureau, support a local tourism industry that is one of the County's largest. It is celebrating "National Travel and Tourism Week" in an attempt to show County residents the impact of this $5-billion-a-year industry, which welcomes five million visitors a year and supports 45,000 jobs.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
MM_TRAVEL_PROCLAMATION.pdf	BACKUP MATERIAL

PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

WHEREAS, Travel is a recognized catalyst that moves the national economy forward, it also does the same for our state, county and local economies; and

WHEREAS, Indeed, travelers collectively generate tax revenues of $124 billion for federal, state and local governments, funds used to support essential services and programs; and

WHEREAS, The agencies of the Palm Beach County Tourist Development Council, including the Palm Beach County Convention and Visitors Bureau and the Cultural Council, support a local tourism industry that is one of the County's largest industries; and

WHEREAS, That local tourist industry generates an annual economic impact of $5 billion in the local economy, welcomes five million visitors a year and supports 45,000 industry jobs; and

WHEREAS, For these reasons and many more, we Floridians value the tourism industry and understand its vital importance in supporting our way of life in the Sunshine State of Florida.

NOW THEREFORE, BE IT RESOLVED THAT, I, Thomas A. Masters, Mayor of the City of Riviera Beach, Florida, by the power vested in me by the citizenry of Riviera Beach, Florida, do hereby proclaim May 4-12, 2013, as **"National Travel and Tourism Week"** in the City of Riviera Beach..

IN WITNESS THEREOF, I have hereunto set my hand and caused the Official Seal of the City of Riviera Beach to be affixed on this 1st day of May, Two Thousand and Thirteen, A.D.

ATTEST:

Thomas A. Masters, *Mayor*

Carrie E. Ward, MMC, *City Clerk*

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: Appreciation Award presented to former City Council Chairwoman Billie Brooks

---

Recommendation/Motion:

Originating Dept.	LEGISLATIVE	**Costs:**	
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Appreciation Award presented to former City Council Chairwoman Billie Brooks for the great care, time and dedication given to the City of Riviera Beach and the Riviera Beach community.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
No Attachments Available	

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject:
Appreciation Award presented to George Carter.

Recommendation/Motion:

Originating Dept.	LEGISLATIVE	**Costs:**	n/a
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Appreciation Award presented to George Carter for many years of hard work and dedication to the Riviera Beach community.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
No Attachments Available	

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: The City of Riviera Beach and the Police Department recognize and thank Elizabeth McIntosh for 31 years of faithful service as a Crossing Guard.

Recommendation/Motion: The Police Department recommends that the City Council recognize Crossing Guard Elizabeth McIntosh for her 31 years of faithful service.

Originating Dept.	Police	**Costs:**	-0-
User Dept.		**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Elizabeth McIntosh began her service to the children of Riviera Beach in 1982. Ms. McIntosh has assisted thousands of children to cross the streets and get safely to school. She was a Crossing Guard at 30th Street and Old Dixie Highway, and throughout her 31 years, has covered virtually every school crossing in the City of Riviera Beach. She is currently located at West 26th Street and Congress Avenue.

Mrs. McIntosh's Supervisor states that she is an outstanding employee. She arrives at her post early and stays late. She never complains, and always shows up to work regardless of the weather conditions.

Mrs. McIntosh stated that the best part of her job is that she gets the opportunity to "hang with the young people" as she helps them to safely cross the streets. Her diligence and dedication demonstrate a genuine caring for the young people of Riviera Beach.

The City of Riviera Beach would like to thank Crossing Guard Elizabeth McIntosh for her continued service.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
No Attachments Available	

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS
REGULAR

Subject: Presentation of the 2011/2012 Comprehensive Annual Financial Report

---

Recommendation/Motion:

Originating Dept.	FINANCE	**Costs:**	
User Dept.	ALL	**Funding Source:**	N/A
Advertised:	No	**Budget Account Number:**	N/A
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The City's independent auditors Harvey, Covington, Thomas, LLC have completed the city's audit for the fiscal year 2011/2012. They will present the Audit Rport and Financial Statements and be available to answer any related questions.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact :

N/A

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
2012_Riviera_Beach_CAFR.pdf_-_Adobe_Acrobat_Pro.pdf	CORB Comprehensive Annual Financial Report FYE 9.30.2012

CITY OF RIVIERA BEACH
FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED SEPTEMBER 30, 2012

Riviera Beach
FLORIDA

"The Best Waterfront City in which to Live, Work and Play!"

Riviera Beach, Florida is a growing harbor city located along the shores of the Atlantic Ocean in southeast Florida, USA. The City's municipal beach is one of the finest in the state. Our beautiful sandy beaches make Riviera Beach an appealing place for sporting events. With an average year-round temperature of 75 degrees, Riviera Beach is also a popular location for business and casual activities. Our community and visitors provide an interesting, varied mix of young people, families, and retirees from just about anywhere.

City of Riviera Beach
Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT
Fiscal year ended September 30, 2012

CITY OF RIVIERA BEACH, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
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COMPREHENSIVE ANNUAL FINANCIAL REPORT
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INTRODUCTORY SECTION

City of Riviera Beach, Florida

Mission Statement

To create an exceptional city by providing excellent customer services, progressive leadership and accountable stewardship.

Vision Statement

Riviera Beach is the best waterfront city in which to live, work and play.

Value Statement

Professionalism
Ethics
Commitment
Excellence in Customer Service
Integrity
Diversity
Respect for Opinions
Transparency
Innovation

CITY OF RIVIERA BEACH, FLORIDA
LETTER OF TRANSMITTAL
SEPTEMBER 30, 2012

March 29, 2013

The Honorable Mayor, Members of the City Council,
and Residents of the City of Riviera Beach, Florida

It is our pleasure to share with you this Comprehensive Annual Financial Report (the "CAFR") for the City of Riviera Beach, Florida (the "City") for the fiscal year ended September 30, 2012. This report was prepared in accordance with the City's Charter and ordinances, State of Florida Statutes, and U.S. generally accepted accounting principles (GAAP) for governments. The CAFR is presented in conformance with the principles and standards for financial reporting set forth by the Governmental Accounting Standards Board (GASB), U.S generally accepted accounting principles, and other reporting standards as mandated by financial governing authorities. The audit was conducted by a firm of licensed certified public accountants in accordance with generally accepted auditing standards (GAAS), governmental auditing standards as issued by the Comptroller General of the United States, OMB Circular A-133 and State Single Audit requirements, and the Rules of the Auditor General of the State of Florida.

The General Fund remains the primary fund to record the major financial activity for the City within the financial reporting context of the Governmental Accounting Standards Board (GASB). The General Fund accounts for the resources necessary to sustain the City's operations and activities and pays for all the City's administrative and operating expenditures. For fiscal year ended September 30, 2012, General Fund had revenues and other financing sources of $45.365M and expenditures and other financing uses of $47.078M, resulting in a deficit of $1.713M. Revenues and other financing sources were $4.988M less than fiscal year 2011 and expenditures and other financing uses were $1.169M less than fiscal year 2011. A detailed analysis of the City's fund and government-wide financial statements is provided in the Management's Discussion and Analysis (MD&A) section of this report.

ECONOMIC CONDITION IN FY 2012 AND OUTLOOK FOR FY 2013

The City's Economic Condition in fiscal year 2012

Economic growth continued to be slow in both the City and the nation during fiscal year 2012. However, the City continues to seek ways to redevelop the community. The City through its Community Redevelopment Agency (CRA) continues to explore areas for further redevelopment. The City strives to continually improve and enhance the livability and quality of life.

The City's unemployment rate (not seasonally adjusted) declined from 12.1% as of September 30, 2011 to 10.9% as of September 30, 2012 according to U.S. Bureau of Labor Statistics. The City's Per Capita Personal Income (PCPI) for fiscal year increased marginally moving from approximately $21,702 for fiscal year 2011 to $22,399 for fiscal year 2012.

The City's residential market seems to be stabilizing. After experiencing an 3.3% decline in residential property taxable values for 2011, the same class increased just over ½ of one percent in 2012. Though all other property classes experienced a collective decline, a positive sign was that these properties taxable values declined approximately 2 ¼ % in 2012 as compared to 5 ¼ % the prior year.

For the fiscal year ending September 30, 2012, the City adopted a millage rate of 8.998, the same rate as for fiscal year 2011. The City's final taxable value for FY 2011/2012 is $3.035B compared to FY 2010/2011 taxable value of $3.163B, a reduction of $1.28M or 4.22%. This reduction in assessed property values is not unique to Riviera Beach, as other municipalities and counties across the nation are

also faced with reductions in property values. Despite the reductions in property tax revenues, the City continues to make every effort to safeguard essential core services including police and fire, recreation, and maintenance of City.

The City's Economic Outlook for fiscal year 2013

For fiscal year 2013, the economic outlook is expected to be a continued slow recovery both nationally and for the City, with the unemployment rate still not returning to levels sufficient to spur faster economic growth. The growth of the City is dependent on the local economic environment and is highly influenced by the housing market, local employment market, new construction projects, and tax policies. As the City looks to the future, the local economic environment is still characterized by the heightened concerns about the local and national economy which may lead to further reductions in property tax values in future years. Our strategic response to the environment is premised on the following goals:

- Enhancing the City's economic position
- Maximizing productivity through integrated technology
- Improving the City's processes and systems
- Strengthening capabilities of employees through hiring, training and ensuring the delivery of excellent customer service
- Improving the City's image
- Enhancing and improving improve partnerships
- Improving the City's infrastructure

The City adopted its fiscal year 2013 general fund operating budget of $46.347M on September 19, 2012 which represents a slight reduction of $0.706M or 1.50% over the adopted budget of $47.052M in FY 2010/2011. Based on the preliminary assessment provided by the Palm Beach County Property Appraiser's Office, the City's assessed taxable value for FY 2012/2013 is $2.984B, compared to FY 2011/2012 final taxable value of $3.015B, a reduction of $31M or 1.03%. This reduction in assessed property values is not unique to Riviera Beach, as other municipalities and counties across the nation continue to face reductions in property values.

The FY 2012/2013 budget is balanced based on the current millage rate of 8.998, with a rolled back rate of 9.1937. Property taxes continue to comprise a significant portion of the general fund revenues. Property taxes for FY 2012/2013 are $25.511M, compared to $25.951M in FY 2011/2012, a decrease of $440K or 1.70%. The City's other significant revenue sources are generated from sales taxes, state revenue sharing, franchise fees, utility taxes, charges for services, and communications services tax which also are projected to decline in FY 2012/2013. The City continues to explore initiatives to reduce its operational costs and seeks ways to enhance its revenue streams.

MANAGEMENT RESPONSIBILITY

The management of the City is responsible for the accuracy of the data and completeness and fairness of the presentation, including all disclosures. To the best of our knowledge and belief, the data, as presented, is accurate in all material respects; that is, presented in a manner designed to fairly set forth the financial position and results of operations of the City as measured by the financial activity of its various funds and account groups; and that the included disclosures will provide the reader with an understanding of the City's financial affairs.

ACCOUNTING AND ADMINISTRATIVE CONTROLS

The City's management is responsible for establishing and maintaining an internal control system which is designed to ensure that the assets of the City are protected from loss, theft, or misuse. Internal controls have been designed to provide reasonable, but not absolute, assurance about the achievement of the City's objectives in reliability of financial reporting, effectiveness and efficiency of operations and compliance with applicable laws and regulations.

The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the evaluation of costs and benefits requires estimates and judgments by management. We believe the City's internal controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

BUDGETARY CONTROLS

The City maintains budgetary controls, in order to ensure compliance with legal provisions contained in the annual operating budget as approved and adopted by the City Council. Annual budgets are legally adopted for activities of the general fund, certain special revenue funds, capital project funds, and debt service funds. Budgetary control is managed at the department level. The City Manager or designee is authorized to transfer budgetary amounts within the departments; however, any changes to the budgeted amounts for any fund require the approval of the City Council.

ANNUAL BUDGET

The annual budget is the foundation of the City's financial planning and control. Public workshops and hearings are held throughout the entire budget process to obtain input from the residents. The City Manager directs Department Directors to develop and submit proposed departmental budgets within the appropriate annual guidelines. Budgetary control is maintained at the departmental and fund level, with the Finance Department providing support to departments regarding their budgets. The City Manager reviews each proposal with the Directors and assembles a proposed budget that is presented to the City Council. The City Council holds budget workshops to discuss and amend the proposed budget. During the first required Public Hearing the Council adopts a proposed budget and approves the proposed millage rate. A second required Public Hearing is held to adopt a final budget and approve the final millage rate.

CAPITAL PROJECTS

In conjunction with the annual operating budget, the City Manager presents a five-year Capital Projects Plan. The Capital Plan outlines the City's plan to provide for improvements to the City's public facilities for the next fiscal year and the next four fiscal years along with the proposed financing of these capital improvement projects. The first year of the five-year Capital Projects Plan is the Capital Budget. The Capital Budget is adopted by the City Council with the adoption of the annual operating budget. There is no commitment to expenditures or appropriations beyond the first year of the plan, except for those improvements included in the City's Comprehensive Plan. The City recognizes that the long-term capital improvement plan must be realistic both in terms of needs and the availability of resources to fund the capital projects. The City's Capital Plan is developed and projects are evaluated according to the guidelines of the City's Comprehensive Plan. The Capital Plan provides the proposed allocation of funding for the five years for the City's capital improvement projects. The City's Capital Plan for the fiscal years 2013 through 2017 amounts to approximately $77.428M of which $27.012M has been allocated to governmental funds and $5.416M for enterprise funds.

CASH MANAGEMENT

The City invests its idle cash (excluding pension fund cash) primarily in Florida State Board of Administration's Florida Prime, an investment service for Florida public funds, and the City's locally authorized financial institution. Excess funds may be invested in certificates of deposits and securities according to the City's investment policy. Although one of the City's investment objectives is to earn interest income on idle cash, the City's investment policy emphasizes safety and liquidity as two important objectives and funds must be available when needed by the City. As such, deposits are either insured by federal depository insurance or collaterized in a pool as defined by Florida Statute 280.

RISK MANAGEMENT

The City is exposed to the normal various risks of loss related to torts, theft or damage to and destruction of assets, errors and omissions, injuries to employees and natural disasters for which the City carries commercial insurance. Most of the major policies and coverage's such as Personal Property, Liability, Errors and Omissions, and Workers Compensation are provided under Public Entity Package provided by Lloyd's of London. There were no significant reductions in insurance coverage during the fiscal year ended September 30, 2012.

INDEPENDENT AUDIT

According to Florida Statutes and City Ordinances, the City is required to have an annual financial audit performed by independent certified public accountants. The City's financial statements have been audited by Harvey, Covington, and Thomas, LLC. The goal of the auditor was to provide reasonable assurance that the financial statements are free of material misstatements. The auditor examined, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management. In addition, the audit was designed to meet federal requirements of the *Single Audit Act of 1984*, as amended, and the related *OMB Circular A-133*. Additionally, the audit was designed to meet the requirements of *Chapter 10.550 of the Rules of the Florida Auditor General* and *Section 215.97 of the Florida State Statutes* as they pertain to the *Florida Single Audit Act.* The independent auditors' report on the basic financial statements is included in the financial section of the report.

ACKNOWLEDGEMENTS

I thank the members of various departments throughout the City who have worked with the Finance Department this past year. I also thank my staff in the Finance Department who worked so diligently in the preparation of this report. I also acknowledge the continued support of the Mayor and the City Council for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner. I thank the City's independent auditors, Harvey, Covington and Thomas LLC, for their efforts throughout this audit engagement.

Respectfully submitted,

Randy M. Sherman, CPA, CPFO, CTP
Director of Finance and Administrative Services

CITY OF RIVIERA BEACH, FLORIDA
ELECTED OFFICIALS
SEPTEMBER 30, 2012

The elected officials responsible for the governance of the City of Riviera Beach as of September 30, 2012 are as follows.

Thomas A. Masters
Mayor

Billie E. Brooks
Chairperson
District 1

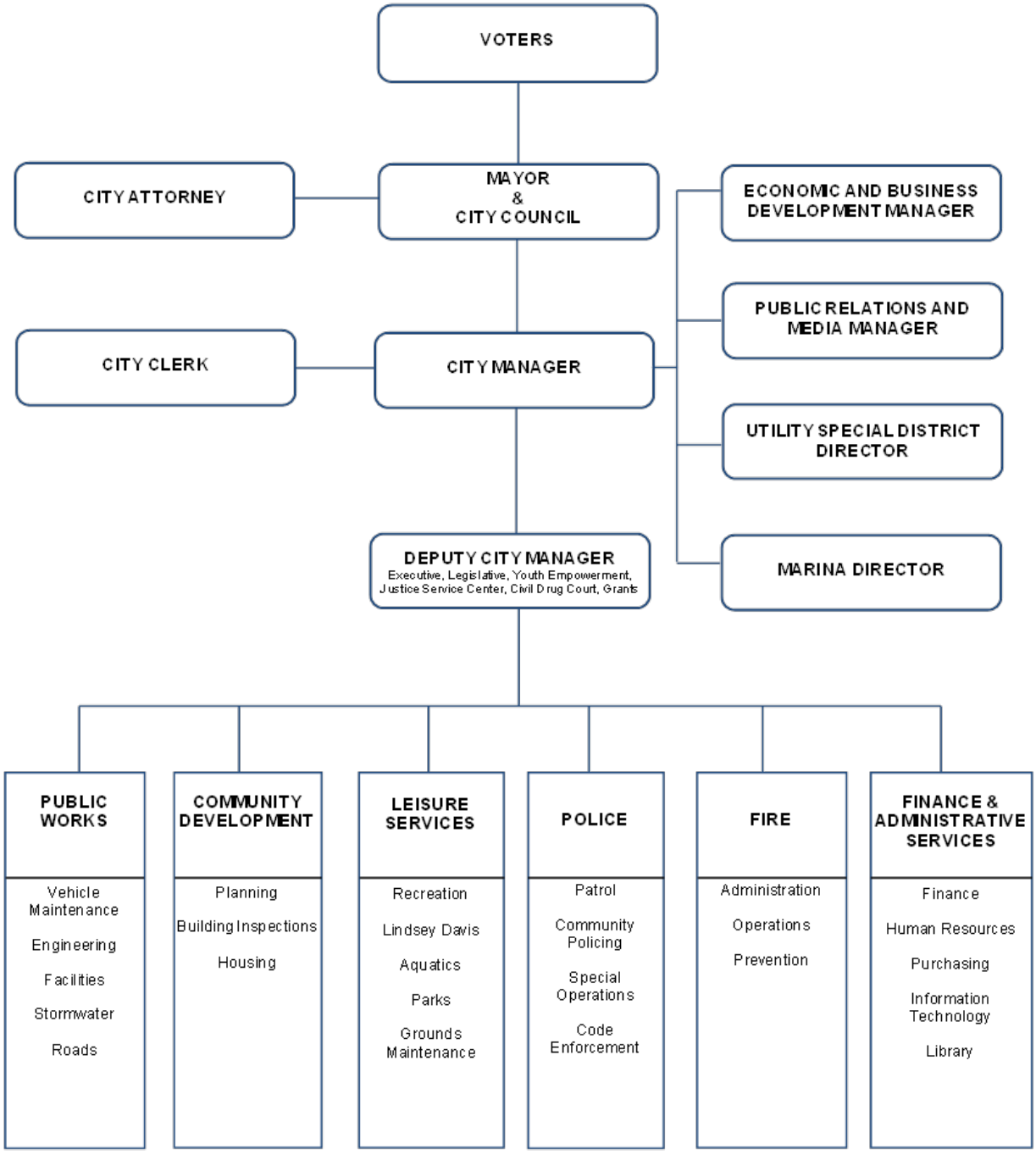
Judy L. Davis
Councilperson
District 2

Cedrick A. Thomas
Councilperson
District 3

Dawn S. Pardo
Chair ProTem
District 4

Shelby L. Lowe
Councilperson
District 5

CITY OF RIVIERA BEACH, FLORIDA
ORGANIZATIONAL CHART
SEPTEMBER 30, 2012



CITY OF RIVIERA BEACH, FLORIDA
PRINCIPAL OFFICERS
SEPTEMBER 30, 2012

Mayor

Thomas A. Masters

Council Members

Billie E. Brooks, Chairperson
Dawn S. Pardo, Chair ProTem
Shelby L. Lowe, Councilperson
Judy L. Davis, Councilperson
Cedrick A. Thomas, Councilperson

City Manager

Ruth C. Jones

Department Heads

City Attorney	Pamala Ryan, Esq.
City Clerk	Carrie Ward
Deputy City Manager (Interim)	Danny Jones
Public Relations and Media Manager	William Jiles
Public Works Director	Brynt Johnson
Community Development Director	Mary McKinney
Leisure Services Director	Johnnie L. Williams
Police Chief	Clarence Williams
Fire Chief	Peter Leduc
Director of Finance & Administrative Services (Interim)	Karen Hoskins
Marina Director	Edwin Legue
Stormwater Director	Brynt Johnson
Utility District Director	Louis Aurigemma

FINANCIAL SECTION

INDEPENDENT AUDITOR’S REPORT

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and Members of
the City Council
City of Riviera Beach, Florida

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and aggregate remaining fund information of the City of Riviera Beach, Florida (the City) as of and for the year ended September 30, 2012, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City's management. Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Riviera Beach Police Pension Fund and Riviera Beach Municipal Firefighters' Pension Trust Fund, which represent 63 percent of the assets of the aggregate fiduciary funds' net assets. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinions, insofar as they relate to the amounts included for the Fiduciary funds, are based solely on the reports of the other auditors.

We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit and the reports of the other auditors provide a reasonable basis for our opinions.

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and aggregate remaining fund information of the City, as of September 30, 2012, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2013, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Required Supplementary Information on pages 3 through 13 and pages 70 through 73 be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We, and the other auditors, have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The combining and individual nonmajor fund financial statements and schedules as listed in the table of contents, are presented for purposes of additional analysis and are not required parts of the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the financial statements. The combining and individual nonmajor fund financial statements and schedules and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied by us and the other auditors in the audit of the basic financial statements, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit and the reports of the other auditors, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole. The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Harvey, Lovington & Thomas, L.L.C.

Hollywood, Florida
March 1, 2013

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

The City of Riviera Beach (the 'City') offers the readers of its financial statements an overview and analysis of financial activities of the City for the fiscal year ended September 30, 2012. The information included in the MD&A should be read in conjunction with the financial statements and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

Government-wide analysis:

The City's assets exceeded its liabilities (net assets) by $162.013M as of September 30, 2012:

- $53.712M represents the City's investment in capital assets, less any related outstanding debt used to acquire those assets (Invested in capital assets, net of related debt).

- $54.800M (restricted net assets) is available to meet the City's ongoing obligations related to programs with external restrictions.
- $53.502M (unrestricted net assets) is available to fund the City's programs for its citizens and the debt obligations to its creditors.

The City's total net assets increased by $9.69M over the prior fiscal year:

- The $11.397M or 17.50 decrease in net assets invested in capital assets, net of related debt, represents capital acquisitions less depreciation plus the retirement of related long-term debt.
- The $10.413M or 15.97% decrease in restricted net assets is related to reduction in capital projects and the CRA.
- The $31.502M or 143.19% increase in unrestricted net assets is related to an increase of $9.726M in governmental and an increase of $21.740M in business-type activities.

Governmental funds analysis:

The City's governmental funds ending fund balance of $59.998M as of September 30, 2012 increased by $0.942M, from the restated prior year ending fund balance of $57.301M. Of this amount, 22.45% or $13.471M is available for spending (unassigned fund balance). Unassigned fund balance for the General Fund declined by $1.519M or 11.29% moving from $13.458M to $11.939M, which equates to 26% of total General Fund expenditures.

.

OVERVIEW OF THE FINANCIAL STATEMENTS

Management's Discussion and Analysis (MD&A) is an introduction, overview, and commentary on the City's financial situation.

The City's financial statements are presented in accordance with GASB Statement No. 34 "*Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments."* The City's basic financial statements include three components (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. In addition, this report also contains other supplementary information.

Government-wide financial statements – These statements are prepared using the '*accrual basis of accounting*' which provide an overview of the City in a manner similar to the financial statements of most private-sector enterprises. Revenues and expenditures are recorded at the time they are incurred as opposed to when cash is actually received or spent.

The '*Statement of Net Assets'* and '*Statement of Activities'* are presented in the first section of the basic financial statements and report on the City's activities which will assist the reader to determine the financial standing of the City. These reports divide the City based on two types of activities:

1. Governmental activities – The governmental activities of the City include, police, fire, public works, parks and recreation, library, and general administration and are principally supported by taxes and intergovernmental revenues.

2. Business-type activities – City services where fees and charges are intended to cover all or a significant portion of the related services. These services include water and sewer, stormwater, refuse, and the Marina.

The *'Statement of Net Assets'* report presents information on all the City's assets and liabilities with the difference being the net assets. This format combines and consolidates the governmental funds current financial resources with capital assets and long-term obligations.

Component units are included in the governmental activities in the government-wide statements and reported in a separate column in the fund financial statements. The Riviera Beach Community Redevelopment Agency (CRA) is considered a component unit. Component units are other governmental units over which the City (the City Council) can exercise influence and / or may be obligated to provide financial subsidy.

The '*Statement of Activities*' provides the gross and net cost of various functions which are supported by the government's general tax and other revenues. This statement is intended to summarize and simplify the user's analysis of the cost of various governmental services and / or subsidy to various business-type activities.

Fund financial statements – A '*fund'* is a grouping of related accounts that are used to maintain control over resources that are segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with financial related legal requirements. The City's funds are divided into three main categories: (1) governmental funds, (2) proprietary funds, and (3) fiduciary funds.

1. **Governmental funds**: Governmental funds are used to account for mainly the same functions reported as governmental activities in the government-wide financial statements. The '*modified accrual'* method of accounting is used to report these funds and measures only current financial resources (mainly cash and other assets that can be readily converted to cash). The governmental fund statements provide a short term view of the City's operations and the services it provides. These statements focus on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at the end of the fiscal year. This information is useful in evaluating a government's near-term financing requirements and is also well suited for budgeting. The '*governmental fund balance sheet'* and the '*governmental fund statement of revenues, expenditures and changes in fund balances*' are included in this section and are accompanied by reconciliations to the government-wide statements to facilitate the comparison between the two presentations.

The City adopts an annual appropriated budget for most governmental funds. This report includes a budgetary comparison statement for the General Fund in order to demonstrate compliance.

2. **Proprietary funds**: The City maintains two different proprietary funds. Proprietary funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water and sewer utility system, stormwater, the Marina, and refuse collection. The internal service fund is also considered a proprietary fund which is used to accumulate and allocate costs internally among the City's various departments. The City's uses an internal service fund to account for its general liability insurance program.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, but with more detailed information. The financial statements provide separate information for water and sewer, stormwater, marina, and refuse collection. The internal service fund is presented separately with the proprietary fund financial statements.

3. **Fiduciary funds**: Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's activities or functions. The accounting used for fiduciary funds is similar to that of proprietary funds. Included in this report are the City's three pension plans for the City's general employees, police officers, and firefighters. The '*Notes to the Financial Statements'* section provides detailed information and description on each pension plan. The police and fire pension plans are independently audited and reported in their own financial statements which are available upon request.

Notes to the basic financial statements – The notes to the basic financial statements provide additional information that is essential to the full understanding of the information presented in the government-wide and fund financial statements and is required by generally accepted accounting principles.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a condensed version of the Statement of Net Assets presented in the basic financial statements of this report.

City of Riviera Beach
Condensed Statement of Net Assets
September 30, 2012 and 2011

	Governmental activities		Business-type activities		Total	
	2012	**2011**	**2012**	**2011**	**2012**	**2011**
Current and other assets	$66,371,957	$86,161,230	$51,413,560	$50,997,298	$117,785,517	$137,158,528
Non-current assets	67,720,331	59,661,202	56,698,848	36,541,229	124,419,179	96,202,431
Total assets	**134,092,288**	**145,822,432**	**108,112,408**	**87,538,527**	**242,204,696**	**$233,360,959**
Current and other liabilities	11,503,999	9,902,690	9,068,065	3,926,510	20,572,064	13,829,200
Non-current liabilities	32,522,959	38,037,065	27,096,737	29,172,886	59,619,696	67,209,951
Total liabilities	**44,026,958**	**47,939,755**	**36,164,802**	**33,099,396**	**80,191,760**	**$81,039,151**
Net assets:						
Invested in capital assets (net of related debt)	36,654,786	55,818,186	17,056,826	9,290,712	53,711,612	65,108,898
Restricted	39,571,281	37,987,138	15,228,268	27,225,865	54,799,549	65,213,003
Unrestricted	13,839,263	4,077,354	39,662,512	17,922,555	53,501,775	21,999,909
Total net assets	**$90,065,330**	**$97,882,678**	**$71,947,606**	**$54,439,132**	**$162,012,936**	**$152,321,810**

Assets and liabilities – In the governmental activities, current and other assets decreased by $19.789M and capital assets, net of depreciation and disposals increased by $8.059M as a result of an increase in the City's capital spending on infrastructure improvements. Governmental funds' total liabilities decreased by $3.913M resulting, mainly from a reduction in long term liabilities due to scheduled debt service repayments. Total liabilities increased by $25.19M.

In the business-type activities, total assets increased by $20.573M mainly from increases in capital assets and total liabilities increased by $3.066M due mainly from increases in current liabilities.

Net Assets – Net assets is the difference between the City's assets and liabilities. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Total net assets increased by $9.692M or 5.98%. Capital assets less any related debt used to acquire capital assets represents $53.712M or 33.15% of total net assets. These assets are not available for future spending and payment of outstanding debt related to capital assets must be paid from other sources. Restricted net assets represent $54.8M or 33.83% of total net assets. These are resources that are subject to external restrictions that stipulate how these resources may be used. The remaining balance of net assets is unrestricted which is $53.502M or 33.02% of total net assets which may be used for the City's ongoing obligations to its citizens and creditors. As of September 30, 2012, the City has reported positive balances in all three components of net assets: (1) invested in capital assets, net of related debt, (2) restricted, and (3) unrestricted for both governmental and business-type activities and as a whole for total government.

The '*Statement of Activities'* as presented below shows changes in the City's net assets for fiscal years ended September 30, 2012 and 2011 All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. As such, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

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City of Riviera Beach
Condensed Statement of Activities
September 30, 2012 and 2011

	Governmental activities		Business-type activities		Total	
	2012	2011	2012	2011	2012	2011
Program revenues:						
Charges for services	$7,034,702	$9,608,968	$27,897,704	$24,665,697	$34,932,406	$34,274,665
Grants and contributions	10,243,108	8,323,293	4,100,844	1,462,139	14,343,952	9,785,432
General revenues:	-					-
Property taxes	31,225,716	33,722,134	-	-	31,225,716	33,722,134
Utility taxes	3,551,369	4,996,255	-	-	3,551,369	4,996,255
Franchise fees	2,482,954	2,552,850	-	-	2,482,954	2,552,850
Intergov't and shared revenue	6,343,012	4,311,664	-	-	6,343,012	4,311,664
Investment earnings	86,523	238,381	294,938	198,727	381,461	437,108
Miscellaneous	246,655	593,381	1,113,173	770,690	1,359,828	1,364,071
Total revenues	**61,214,039**	**64,346,926**	**33,406,659**	**27,097,253**	**94,620,698**	**91,444,179**
Expenses:						
Governmental activities:						
General government	18,132,947	15,173,363	-	-	18,132,947	15,173,363
Public safety	28,092,367	29,006,784	-	-	28,092,367	29,006,784
Culture and recreation	4,552,035	5,014,393	-	-	4,552,035	5,014,393
Transportation	2,217,587	2,717,985	-	-	2,217,587	2,717,985
Human services	733,697	154,931	-	-	733,697	154,931
Physical & economic environment	1,354,783	2,291,587	-	-	1,354,783	2,291,587
Interest on long term debt	1,629,841	908,777	-	-	1,629,841	908,777
Business-type activities:						
Water and sewer	-	-	19,726,867	14,833,468	19,726,867	14,833,468
Marina	-	-	1,759,458	2,243,476	1,759,458	2,243,476
Stormwater and refuse	-	-	4,883,151	5,187,564	4,883,151	5,187,564
Total expenses	**56,713,257**	**55,267,820**	**26,369,476**	**22,264,508**	**83,082,733**	**77,532,328**
Change in net assets	4,500,782	9,079,106	7,037,183	4,832,745	11,537,965	13,911,851
Net assets, beginning, as restated	85,564,548	88,803,572	64,910,423	49,606,387	150,474,971	138,409,959
Net assets, ending, as restated	**$90,065,330**	**$97,882,678**	**$71,947,606**	**$54,439,132**	**$162,012,936**	**$152,321,810**

Governmental Activities

- Total revenues decreased by $3.133M or 5.12%. Program revenues increased by $0.654M and general revenues decreased by $2.478M.
- Total expenditures increased by $1.445M or 2.55%, mainly from increase in expenditures for general government and interest costs.
- Net assets for governmental activities increased by $7.817M or 8%.

Business-type Activities

- Total revenues increased by $6.309M or 23.28% due mainly from the increase in water and sewer rates and the Marina improvement projects currently in progress which are funded by grants.
- Total expenses increased by $4.105M or 18.44% with water and sewer and marina activities recording a significant increase of $4.893M.
- Net assets for business-type activities increased by $17.508M or 32.16%.

FINANCIAL ANALYSIS OF THE FUND FINANCIAL STATEMENTS

Governmental funds – These financial statements include the balance sheet and results of operations of major funds. These statements are prepared using the modified accrual method of accounting which focuses on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at the end of the fiscal year. Such information is useful in evaluating a government's near-term financing requirements and is also well suited for budgeting.

The *General Fund* is the City's primary operating fund used to account for all financial resources and related expenditures applicable to all general operations of the City, except those required to be accounted for in another fund. The major revenue sources are property taxes, franchise fees, sales taxes, imposed service charges, revenues from the State, fines, and investment income. Expenditures are made for general administration, public safety, road and street maintenance, planning and development, parks and recreation, library, and other City services.

General Fund total revenues decreased by $5.02M and total expenditures decreased by $1.14M. The reduction in expenditures was primarily due to the implementation of cost savings measures and a reduction in staffing across all City departments. Included in general government expenditures is the payment of tax increment financing (TIF) that the City is required to pay to the CRA fund.

The following provides a comparative analysis of general fund revenues for FY 2011/2012 with FY 2010/2011:

General Fund Revenues

	2012		2011			
Revenues	**Amount**	**% of Total**	**Amount**	**% of Total**	**Increase (Decrease) $**	**Increase (Decrease) %**
Taxes	$26,114,850	56.87%	$36,158,036	71.86%	($10,043,186)	-27.78%
Licenses and permits	1,231,233	2.68%	1,256,129	2.50%	($24,896)	-1.98%
Intergovernmental	4,780,363	10.41%	4,758,236	9.46%	$22,127	0.47%
Charges for services	12,370,312	26.94%	7,168,128	14.24%	$5,202,184	72.57%
Fines and forfeitures	276,665	0.60%	295,996	0.59%	($19,331)	-6.53%
Capital lease proceeds	614,868	1.34%	-	0.00%	$614,868	0.00%
Investment earnings	(182,481)	-0.40%	165,847	0.33%	($348,328)	-210.03%
Miscellaneous	712,979	1.55%	518,301	1.03%	$194,678	37.56%
Total Revenues	**$45,918,789**		**$50,320,673**		**($4,401,884)**	

As a measure of the general fund, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. At September 30, 2012, the unassigned fund balance of the general fund was $11.939M, which is 26% to total fund expenditures and total fund balance represents 30.58% of total fund expenditures.

The combined fund balances for all other governmental (major and non-major) funds decreased by $2.70M.

Proprietary funds – The proprietary funds financial statements provide more detail on the same type of information presented in the government-wide financial statements.

Total net assets for the enterprise funds increased by $2.64M resulting from increases in Refuse Collection fund of $0.161M, Marina of $3.768M, Stormwater of $0.411M, and a reduction in Utility Special District funds of $1.693M.

BUDGETARY ANALYSIS FOR THE GENERAL FUND

The difference between the original budget and the final amended appropriations for the general fund is $0.175M.

The following summarizes the major changes from the original budget to the final budget by department:

DEPARTMENT	AMOUNT	
Legislative	$91,750	Expenditures from the community benefits donation
General Administration	(59,433)	Transfer of contingency to Human Resources and Public Works departments
Finance	20,000	Hiring of two Business License Specialists on a part-time basis
Human Resources	31,230	Labor attorney fees
Public Works	28,203	Maintnenance for the railroad tracks
Parks & Recreation	60,000	Jazz After Dark event
Total	**$171,750**	

A detailed comparative analysis is provided in the *Required Supplementary Information* section which shows the variances between the final amended budget and actual revenues and expenditures of the General Fund. The major variances are as follows:

General fund revenues were below budget by $1.354M or 2.87% due to the cancellation of certain police services, reduction in the issuance of building permits and the fines to be generated from red light cameras were not realized due to the cameras not being implemented.

General fund expenditures were below budget by $0.397M or 0.85% due to cost saving measures implemented by management during the fiscal year.

ANALYSIS OF CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital assets - The City's investment in capital assets (net of accumulated depreciation) for its governmental and business-type activities amounts to $112.129M an increase of $12.927M over September 30, 2011. Infrastructure includes roadways and streets and related improvements such as sidewalks, curbs, gutters, and lights. Investment in capital assets also includes land, buildings, improvements, furniture, fixtures, machinery, and equipment. Major capital assets placed in service during this year include, street improvements, park improvements, building for the Youth Empowerment Center, machinery and equipment acquisitions for police and fire, water and sewer improvements and infrastructure, and stormwater (canal) improvements and infrastructure. Additional information on the City's capital assets is included in the *Notes to the Financial Statements* section.

Schedule of Capital Assets
September 30, 2012 and 2011

	Governmental activities		Business-type activities		Total	
	2012	2011	2012	2011	2012	2011
Land	$6,353,956	$6,369,111	$1,331,512	$1,331,512	$7,685,468	$7,700,623
Construction in progess (CIP)	21,289,768	18,028,010	10,074,803	5,912,091	31,364,571	23,940,101
Capital assets, not being depreciated	**27,643,724**	**24,397,121**	**11,406,315**	**7,243,603**	**39,050,039**	**31,640,724**
Infrastructure	39,372,044	37,197,702	-	-	39,372,044	37,197,702
Buildings & improvements	28,313,216	26,500,158	17,207,913	17,207,913	45,521,129	43,708,071
Waterside improvements	-	-	2,979,132	2,979,132	2,979,132	2,979,132
Furniture, fixtures, machinery & equipment	16,265,843	14,938,956	7,207,874	7,167,283	23,473,717	22,106,239
Utility plant & systems	-	-	55,756,472	49,858,650	55,756,472	49,858,650
Capital assets, being depreciated	**83,951,103**	**78,636,816**	**83,151,391**	**77,212,978**	**167,102,494**	**155,849,794**
Accumulated depreciation	(43,874,496)	(40,372,735)	(50,149,299)	(47,915,352)	(94,023,795)	(88,288,087)
Total capital assets, net	**$67,720,331**	**$62,661,202**	**$44,408,406**	**$36,541,229**	**$112,128,738**	**$99,202,431**

Outstanding debt: As of September 30, 2012, the City had $66.457M in notes and bonds outstanding. There are limitations placed upon the amount of debt the City may issue as described in the City's Charter. The City Charter limitation on bonded indebtedness is 25% of the assessed valuation of the taxable property within the corporate limit of the City.

Currently, the City has no outstanding General Obligation debt. General obligation bonds require a pledge to levy a property tax to meet debt service requirements and can only be issued with voter approval. The City can issue revenue supported bonds without voter approval. However, the current revenue sources support the City's general fund's operating budget and current outstanding debt, therefore, limited surplus is available to service additional debt. Additional information on the City's long-term liabilities can be found in the notes to the financial statements.

Schedule of Outstanding Debt
September 30, 2012 and 2011

	Governmental activities		Business-type activities		Total	
	2012	**2011**	**2012**	**2011**	**2012**	**2011**
Bonds and notes payables	$30,450,676	$32,734,405	$26,775,429	$28,025,743	$57,226,105	$60,760,148
Capital lease obligation	614,868	-	-	-	614,868	-
Utility purchase obligation	-	-	951,580	306,432	951,580	306,432
OPEB obligation	2,478,496	1,613,640	488,658	314,191	2,967,154	1,927,831
Compensated absences	4,108,984	4,011,133	588,250	526,521	4,697,234	4,537,654
Total	**$37,653,024**	**$38,359,178**	**$28,803,917**	**$29,172,887**	**$66,456,941**	**$67,532,065**

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The City primarily relies on property taxes and other taxes levied by the state (sales and utilities services) and fees (franchise, business tax receipts) for their governmental activities. There is limited amount of state-shared revenues and recurring and non-recurring grants from local, state, and federal governments. For the business-type and certain governmental activities (recreational programs, permits), the user pays a related fee or charge associated with the service.

The recent events surrounding the slowdown of the real estate market, increased foreclosures, declining property values, the overall economic recession, and the financial market crisis have all affected and will continue to affect the City. With the continued uncertainty in the financial markets, the City is likely to continue to experience low interest earnings on its investment portfolio.

Governmental Activities: For FY 2012/2013, the total general fund budget is $46.347M which represents a slight reduction of $0.706M or 1.50% below the FY 2011/2012 adopted budget of $47.052M. Assessed taxable values for the City decreased by 5% based on the assessment provided by Palm Beach County Property Appraiser's Office.

The City's assessed taxable value for FY 2012/2013 is $3.003B compared to FY 2011/2012 taxable value of $3.036B, a reduction of $33M or 1.09%. This reduction in assessed property values is not unique to Riviera Beach, as other municipalities and counties across the nation are also faced with reductions in property values.

The FY 2012/2013 budget is balanced based on the current millage rate of 8.998, with a rolled back rate of 9.1937. Property taxes continue to comprise a significant portion of the general fund revenues. Property taxes for FY 2012/2013 are $25.811M compared to $26.211M in FY 2011/2012, a decrease of $0.400M or 1.53%. The City's

other significant revenue sources are generated from sales taxes, state revenue sharing, franchise fees, and investment income which are also projected to decline during FY 2012/2013.

Business-type Activities:

Utility Special District projected revenues of $16.591M for FY 2012/2013 an increase of $224K or 1.37% over FY 2011/2012 revenues of $16.366M due to annual increases for water and sewer rates as approved in November 2009.

The Marina operations continue to experience a reduction in revenues due to the ongoing construction relating to the redevelopment project. FY 2012/2013 revenues are expected to decline by $127K from FY 2011/2012 mainly from the decline in income generated from rent and fuel sales.

Stormwater utility has budgeted revenues of $4.728M for FY 2012/2013, an increase of $458K over FY 2011/2012. This increase is mainly from the use of reserves to fund capital improvement projects for stormwater operations.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all of those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Department, 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404. Budgets and other financial statements for prior years are also available on the City's web site at www.rivierabch.com under the link for the Finance Department.

BASIC FINANCIAL STATEMENTS

CITY OF RIVIERA BEACH, FLORIDA
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2012

	Primary Government		
	Governmental Activities	Proprietary Activities	Total
Assets			
Current assets:			
Cash and cash equivalents	$ 17,157,330	$ 24,155,987	$ 41,313,317
Investments	-	85,752	85,752
Receivables, net			
Accounts	8,013,106	10,381,623	18,394,729
Unbilled accounts	37,171	881,664	918,835
Interest	602	-	602
Internal balances	635,447	(635,447)	-
Prepaid assets and other items	580,533	1,508,119	2,088,653
Inventory	2,241,013	86,494	2,327,507
Restricted cash and cash equivalents	37,706,754	14,949,368	52,656,122
Total current assets	66,371,957	51,413,560	117,785,517
Non-current assets:			
Waste water treatment plant	-	11,308,239	11,308,239
Intangible assets	-	982,203	982,203
Capital assets, not being depreciated	27,643,723	11,406,315	39,050,038
Capital assets, being depreciated, net	40,076,608	33,002,091	73,078,699
Total non-current assets	67,720,331	56,698,848	124,419,179
Total assets	134,092,288	108,112,408	242,204,695
Liabilities			
Current liabilities:			
Accounts payable	$ 1,777,416	$ 883,663	$ 2,661,079
Accrued liabilities	544,527	13,142	557,670
Current portion of accrued compensated absences	287,523	43,336	330,859
Deferrred revenues	3,342,674	9,520	3,352,194
Deposits and other liabilities	709,316	6,829,989	7,539,305
Current portion of bonds and notes payable	2,283,729	799,757	3,083,486
Current portion of capital leases payable	80,317	-	80,317
OPEB liability	2,478,496	488,658	2,967,154
Total current liabilities	11,503,999	9,068,065	20,572,064
Non-current liabilities			
Accrued compensated absences	3,821,461	544,914	4,366,375
Long-term portion of bonds and notes payable	28,166,947	26,551,823	54,718,770
Long-term portion of capital leases payable	534,551	-	534,551
Total non-current liabilities	32,522,959	27,096,737	59,619,696
Total liabilities	44,026,958	36,164,802	80,191,760
Net assets			
Invested in capital assets, net of related debt	36,654,786	17,056,826	53,711,613
Restricted for			
Debt service	387,129	406,109	793,238
Community Redevelopment	19,894,682	-	19,894,682
Capital project	19,289,469	14,822,159	34,111,628
Unrestricted	13,839,263	39,662,512	53,501,775
Total net assets	$ 90,065,330	$ 71,947,606	$ 162,012,936

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

Function / Program Activities	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Primary Government: Governmental Activities	Net (Expense) Revenue and Changes in Net Assets: Primary Government: Enterprise Activities	Total
Governmental activities							
General government	18,132,947	5,274,854	347,352	-	(12,510,741)	-	(12,510,741)
Public safety	28,092,367	1,379,328	1,335,683	-	(25,377,357)	-	(25,377,357)
Transportation	2,217,587	132,242	-	6,311,037	4,225,692	-	4,225,692
Human services	733,697	-	-	-	(733,697)	-	(733,697)
Culture and recreation	4,552,035	248,278	1,876,094	-	(2,427,664)	-	(2,427,664)
Economic and physical environment	1,354,783	-	372,943	-	(981,840)	-	(981,840)
Interest and debt servicing costs	1,629,841	-	-	-	(1,629,841)	-	(1,629,841)
Total governmental activities	56,713,258	7,034,702	3,932,071	6,311,037	(39,435,448)	-	(39,435,448)
Enterprise fund activities							
Water and sewer special district	18,151,261	21,147,884	-	-	-	2,996,623	2,996,623
Marina	1,759,458	1,392,703	4,100,844	-	-	3,734,089	3,734,089
Refuse collection	3,667,825	3,738,752	-	-	-	70,927	70,927
Stormwater	1,215,327	1,618,364	-	-	-	403,037	403,037
Interest and debt servicing costs	1,575,606	-	-	-	-	(1,575,606)	(1,575,606)
Total enterprise fund activities	26,369,476	27,897,704	4,100,844	-	-	5,629,071	5,629,071
Total Primary Government	$ 83,082,735	$ 34,932,406	$ 8,032,915	$ 6,311,037	(39,435,448)	5,629,071	(33,806,376)
General revenues							
Property taxes					26,114,850	-	26,114,850
Property taxes incremental					5,110,866	-	5,110,866
Utility taxes					3,551,369	-	3,551,369
Franchise fees based on gross receipts					2,482,954	-	2,482,954
Communication services tax					1,433,830	-	1,433,830
Intergovernmental					4,909,182	-	4,909,182
Investment earnings					86,523	294,938	381,460
Miscellaneous					246,655	361,895	608,550
Internal service funds					-	751,279	751,279
Total general revenues					43,936,229	1,408,112	45,344,342
Change in net assets					4,500,782	7,037,184	11,537,965
Net assets, beginning					97,882,678	54,439,132	152,321,810
Prior period adjustment and internal service fund balancing					(12,318,130)	10,471,291	(1,846,839)
Net assets, beginning, restated					85,564,548	64,910,423	150,474,971
Net assets, ending					$ 90,065,330	$ 71,947,606	$ 162,012,936

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2012

	Major Funds				
	General	Community Redevelopment (CRA)	Capital Acquisition 2004	Nonmajor Government Funds	Total
Assets					
Current assets:					
Cash and cash equivalents	$ 625,267	$ 7,002,678	$ -	$ 9,529,385	$ 17,157,330
Restricted Cash	-	24,980,922	12,725,832	-	37,706,754
Accounts receivable, net	2,414,825	-	602	5,635,453	8,050,879
Due from other funds	16,501,492	-	-	5,394,379	21,895,871
Prepaid assets and other items	576,423	4,110	-	-	580,533
Inventory held for sale	1,524,928	-	-	716,085	2,241,013
Total assets	$ 21,642,935	$ 31,987,710	$ 12,726,434	$ 21,275,302	$ 87,632,380
Liabilities					
Current liabilities:					
Accounts payable	$ 1,287,818	$ 45,065	$ 225,351	$ 215,754	$ 1,773,988
Accrued liabilities	482,001	56,852	-	9,962	548,814
Due to other funds	4,685,002	262,366	460,797	5,657,637	11,065,802
Advance from internal service fund	-	10,194,621	-	-	10,194,621
Other liabilities	705,253	-	-	3,204	708,457
Deferred revenues/ improvement funds	442,306	1,530,014	-	1,370,355	3,342,674
Total liabilities	7,602,379	12,088,918	686,148	7,256,912	27,634,357
Fund Balances (Deficits)					
Nonspendable					
Inventory	1,524,928	-	-	716,085	2,241,013
Prepaids	576,423	4,110	-	-	580,533
Restricted					
Community redevelopment	-	19,894,682	-	-	19,894,682
Debt service	-	-	-	387,129	387,129
Special revenue	-	-	-	1,454,243	1,454,243
Capital project	-	-	12,040,285	7,249,184	19,289,469
Committed					
Emergency reserves	-	-	-	2,679,826	2,679,826
Unassigned					
Special revenue	-	-	-	1,531,923	1,531,923
General	11,939,205	-	-	-	11,939,205
Total fund balances (deficits)	14,040,556	19,898,792	12,040,285	14,018,390	59,998,024
Total liabilities and fund balances	$ 21,642,935	$ 31,987,710	$ 12,726,434	$ 21,275,302	-

Total net assets reported for governmental activities in the statement of net assets is different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	67,720,330
Long-term liabilities, including notes and bonds payable, are not due and payable in the current period and therefore are not reported in the funds.	(35,174,528)
Net OPEB obligation is not due and payable in the current period and therefore, not reported in the funds.	(2,478,496)
Net assets of governmental activities	$ 90,065,330

CITY OF RIVIERA BEACH, FLORIDA
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

	Major Funds			Nonmajor Governmental Funds	Total
	General	Community Redevelopment (CRA)	Capital Acquisition 2004		
Revenues					
Taxes	$ 26,114,850	$ 5,110,866	$ -	$ 222,571	$ 31,448,287
Licenses and permits	1,231,233	-	-	-	1,231,233
Intergovernmental	4,780,363	-	-	234,986	5,015,349
Charges for services	12,370,312	-	-	151,539	12,521,851
Fines and forfeitures	276,665	-	-	-	276,665
Loan and capital lease proceeds	614,868	-	-	-	614,868
Investment earnings	(182,481)	110,992	3,423	169,744	101,678
Miscellaneous	584,326	33,600	-	-	617,926
Grants and contributions	128,652	-	-	9,887,553	10,016,206
Total Revenues	45,918,789	5,255,458	3,423	10,666,393	61,844,063
Expenditures					
Current					
General government	15,131,531	1,572,534	-	1,625	16,705,690
Public safety	25,706,435	-	-	929,206	26,635,641
Transportation	1,012,555	-	-	284,291	1,296,846
Human services	180,386	-	-	544,452	724,838
Culture and recreation	3,831,948	-	-	26,583	3,858,531
Economic environment	37,531	1,109,999	-	101,287	1,248,817
Capital outlay	962,647	6,687	789,793	6,643,390	8,402,517
Debt service					
Principal	-	2,057,886	-	225,843	2,283,729
Interest and debt servicing costs	-	1,581,438	-	48,403	1,629,841
Total Expenditures	46,863,034	6,328,544	789,793	8,805,080	62,786,450
Excess (deficiency) of revenues over expenditures	(944,245)	(1,073,086)	(786,370)	1,861,313	(942,388)
Other financing sources (uses)					
Transfers in	60,000	-	-	769,608	829,608
Transfers out	(829,608)	-	-	-	(829,608)
Total other financing sources (uses)	(769,608)	-	-	769,608	-
Net changes in fund balances	(1,713,853)	(1,073,086)	(786,370)	2,630,921	(942,388)
Fund balance (deficit) - beginning	15,754,409	20,971,878	12,826,655	7,748,267	57,301,209
Prior period adjustment	-	-	-	3,639,202	3,639,202
Fund balance (deficit) - beginning restated	15,754,409	20,971,878	12,826,655	11,387,469	60,940,411
Fund balance (deficit) - ending	$ 14,040,556	$ 19,898,792	$ 12,040,285	$ 14,018,390	$ 59,998,024

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES OF GOVERNMENTAL ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

Net change in fund balances - total governmental funds		$ (942,388)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets are depreciated over their estimated useful lives and reported as depreciation expense.		
Expenditures for capital outlays	$ 8,353,927	
Less basis for loss on sale of assets	(15,155)	
Less current year depreciation	(3,279,643)	5,059,129
The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while the repayment of the principal of the repayment of the principal long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on the net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Principal repayments	1,961,616	
Proceeds from long term debt	(614,868)	1,346,748
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds		
Post employment benefits other than pension (OPEB)	(864,856)	
Compensated Absences	(97,851)	(962,707)
Change in net assets of governmental activities		$ 4,500,782

CITY OF RIVIERA BEACH, FLORIDA
STATEMENT OF NET ASSETS
PROPRIETARY FUNDS
SEPTEMBER 30, 2012

	Enterprise Funds				Internal Service Fund	Total Proprietary Funds
	Utility Special District	Refuse Collection	Marina	Storm Water		
Assets						
Current assets:						
Cash and cash equivalents	$ 3,642,714	$ 2,111,938	$ 99,989	$ 4,062,318	$ 4,100,087	$ 14,017,046
Investments	85,752	-	-	-	-	85,752
Receivables, net						
Accounts	2,924,722	351,477	4,790,643	352,085	1,962,696	10,381,623
Unbilled accounts	740,547	85,197	-	55,920	-	881,664
Due from other funds	-	-	22,785	-	2,800,000	2,822,785
Advance to CRA fund	-	-	-	-	10,194,621	10,194,621
Prepaid assets and other items	583	(22,478)	1,530,014	-	-	1,508,119
Inventory	47,283	-	39,211	-	-	86,494
Restricted cash and cash equivalents	24,801,014	-	287,295	-	-	25,088,309
Total current assets	32,242,616	2,526,133	6,769,937	4,470,323	19,057,405	65,066,413
Non-current assets:						
Waste water treatment plant	11,308,239	-	-	-	-	11,308,239
Intangible assets	982,203	-	-	-	-	982,203
Capital assets, not being depreciated	2,922,024	-	7,507,677	976,613	-	11,406,315
Capital assets, being depreciated, net	30,938,812	-	1,081,419	981,861	-	33,002,091
Total non-current assets	46,151,278	-	8,589,096	1,958,474	-	56,698,848
Total assets	78,393,894	2,526,133	15,359,033	6,428,797	19,057,405	121,765,261
Liabilities						
Current liabilities:						
Accounts payable	$ 408,919	$ 65,485	$ 351,955	$ 7,265	$ 50,039	$ 883,663
Accrued liabilities	21,898	-	(17,446)	8,690	-	13,142
Due to other funds	3,789,705	-	9,856,292	6,857	-	13,652,853
Accrued compensated absences	34,867	-	4,069	4,400	-	43,336
Deferrred revenues	60	-	(3,792)	-	13,251	9,520
Deposits and other liabilities	2,508,258	452,855	38,080	-	3,830,796	6,829,989
Bonds and notes payable	799,757	-	-	-	-	799,757
OPEB liability	372,630	-	59,729	56,298	-	488,658
Total current liabilities	7,936,094	518,339	10,288,887	83,511	3,894,087	22,720,918
Non-current liabilities						
Accrued compensated absences	438,419	-	51,163	55,332	-	544,914
Bonds and notes payable	26,551,823	-	-	-	-	26,551,823
Total non-current liabilities	26,990,242	-	51,163	55,332	-	27,096,737
Total liabilities	34,926,336	518,339	10,340,051	138,843	3,894,087	49,817,655
Net assets						
Invested in capital assets, net of related debt	6,509,256	-	8,589,096	1,958,474	-	17,056,826
Restricted for						
Debt service	406,109	-	-	-	-	406,109
Capital project	14,291,829	-	530,330	-	-	14,822,159
Unrestricted	22,260,364	2,007,794	(4,100,444)	4,331,480	15,163,318	39,662,512
Total net assets	$ 43,467,558	$ 2,007,794	$ 5,018,982	$ 6,289,954	$ 15,163,318	$ 71,947,606

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN NET ASSETS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

	Enterprise Funds				Internal Service Fund	Total Proprietary Funds
	Utility Special District	Refuse Collection	Marina	Stormwater		
Operating revenues						
Charges for services	$ 21,147,884	$ 3,738,752	$ 1,293,405	$ 1,618,364	$ -	$ 27,798,406
Grants and contributions	-	-	2,570,726	-	4,035,519	6,606,245
Miscellaneous	236,136	73,388	1,681,787	-	2,160,526	4,151,837
Total operating revenues	21,384,020	3,812,141	5,545,918	1,618,364	6,196,045	38,556,488
Operating expenses						
Personnel services	4,186,487	-	544,919	654,810	563,261	5,949,478
Contractual services and operations	9,337,196	3,667,825	317,928	151,082	2,023,570	15,497,600
Supplies, materials and maintenance	1,312,806	-	595,223	294,062	19,391	2,221,483
Heat, light and power	606,137	-	182,163	-	-	788,300
Rent and lease	2,136	-	-	2,041	-	4,177
Depreciation	2,001,391	-	119,224	113,332	-	2,233,946
Total operating expenditures	17,446,153	3,667,825	1,759,458	1,215,327	2,606,222	26,694,984
Operating income (loss)	3,937,868	144,315	3,786,460	403,037	3,589,823	11,861,504
Non-operating revenue (expenses)						
Settlement payment	-	-	-	-	(3,058,717)	(3,058,717)
Change in equity in joint venture	(554,606)	-	-	-	-	(554,606)
Impact royalty fees	(89,174)	-	-	-	-	(89,174)
Investment earnings	269,565	16,267	1,125	7,981	268,807	563,745
Capital outlay	-	-	-	-	(48,634)	(48,634)
Interest debt servicing expense	(1,617,694)	-	(19,240)	-	-	(1,636,934)
Total non-operating revenue (expenses)	(1,991,909)	16,267	(18,115)	7,981	(2,838,544)	(4,824,320)
Change in net assets	1,945,959	160,582	3,768,345	411,018	751,279	7,037,184
Fund balance (deficit) - beginning	45,160,801	1,847,211	1,250,637	5,878,936	14,412,039	68,549,625
Prior period adjustment	(3,639,202)	-	-	-	-	(3,639,202)
Fund balance (deficit) - beginning restated	41,521,599	1,847,211	1,250,637	5,878,936	14,412,039	64,910,422
Fund balance (deficit) - ending	$ 43,467,558	$ 2,007,794	$ 5,018,982	$ 6,289,954	$ 15,163,318	$ 71,947,606

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

	Enterprise Funds					Internal Service Funds
	Utility Special District	Refuse Collection	Marina	Stormwater	Total	
Cash flows from operating activities						
Receipts from customers, governments and other funds	$ 30,478,032	$ 2,297,477	$ 9,567,799	$ 1,643,715	$ 43,987,023	$ 3,525,796
Cash paid to suppliers	(18,237,363)	(2,231,196)	(5,045,301)	(881,558)	(26,395,418)	(3,009,393)
Cash paid to employees	(1,733,523)	-	(266,490)	(262,480)	(2,262,493)	-
Net cash provided by (used in) operating activities	10,507,146	66,281	4,256,008	499,677	15,329,112	516,403
Cash flows from noncapital financing activities						
Settlement payments	-	-	-	-	-	(3,058,717)
Net cash provided by (used in) noncapital financing activities	-	-	-	-	-	(3,058,717)
Cash flows from capital and related financing activities						
Acquisitions and construction of capital assets	(9,611,137)	-	(4,065,471)	(296,496)	(13,973,104)	(48,634)
Principal paid on long-term debt	(737,857)	-	(520,000)	-	(1,257,857)	-
Interest paid on long-term debt	(1,617,694)	-	(19,240)	-	(1,636,934)	-
Net cash provided by (used in) Capital and related financing activities	(11,966,688)	-	(4,604,711)	(296,496)	(16,867,895)	(48,634)
Cash flows from investing activities						
Change in market value of investments	249,484	-	-	-	249,484	427,665
Investment earnings	269,565	16,267	1,125	7,981	294,938	268,807
Net cash provided by (used in) investing activities	519,049	16,267	1,125	7,981	544,422	696,472
Net increase (decrease) in cash and cash equivalents	(940,493)	82,548	(347,578)	211,162	(994,361)	(1,894,476)
Cash and cash equivalents - beginning	29,384,221	2,029,390	734,862	3,851,156	35,999,629	5,994,563
Cash and cash equivalents - ending	$ 28,443,728	$ 2,111,938	$ 387,284	$ 4,062,318	$ 35,005,268	$ 4,100,087
Reconciliation of operating income to net cash provided by (used in) operating activities						
Operating income (loss)	3,937,868	144,315	3,786,460	403,037	8,271,680	3,589,823
Adjustments to reconcile operating income to net cash provided by operating activities:						
Depreciation expense	2,001,391	-	119,224	113,332	2,233,947	-
Change in assets and liabilities						
(Increase) decrease in:						
Accounts receivables	1,115,792	(108,998)	(2,145,950)	16,414	(1,122,742)	(2,508,376)
Unbilled accounts	(740,547)	(3,540)	-	200	(743,887)	-
Prepaid expenses	(583)	22,478	(1,530,014)	-	(1,508,119)	-
Due from other funds	-	-	(930)	-	(930)	(1,300,000)
Inventory	(8,984)	-	(2,394)	-	(11,378)	-
Increase (decrease) in:						
Accounts payable	(198,819)	724	(287,773)	(62,619)	(548,487)	965,401
Accrued liabilities	(63,700)	-	(17,446)	742	(80,404)	-
Due to other funds	3,789,705	-	4,328,416	1,740	8,119,861	-
Compensated absences - current	878	-	(4,781)	4,400	497	-
Deferred revenues	60	-	(3,792)	-	(3,732)	13,251
Deposits and other liabilities	537,004	11,302	34	-	548,340	(243,696)
OPEB liability	137,081	-	14,954	22,431	174,466	-
Total adjustments	6,569,278	(78,034)	469,548	96,640	7,057,432	(3,073,420)
Net cash provide by (used in) operating activities	$ 10,507,146	$ 66,281	$ 4,256,008	$ 499,677	$ 15,329,112	$ 516,403

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
PENSION TRUST FUNDS
STATEMENT OF NET ASSETS - FIDUCIARY FUNDS
SEPTEMBER 30, 2012

	General Employees' Retirement System	Police Pension	Municipal Firefighters' Pension	Total
Assets				
Cash and cash equivalents	$ -	$ 1,414,898	$ 2,208,095	$ 3,622,993
Investments				
U.S. government securities	11,643,321	10,216,790	5,216,073	27,076,184
Corporate obligations	4,455,686	9,434,125	12,142,573	26,032,384
Equity securities	36,189,460	25,106,382	24,474,760	85,770,602
International equity funds	-	-	6,282,483	6,282,483
Mutual funds	4,856,645	4,747,697	184,422	9,788,764
Total investments	57,145,113	49,504,994	48,300,311	154,950,418
Receivables				
Interest and dividends	133,235	203,531	96,907	433,673
Contributions - members	-	16,005	12,498	28,503
Contributions - employer and state	400,601	84,215	37,055	521,871
Unsettled trades	-	-	556,891	556,891
Total receivables	533,836	303,751	703,351	1,540,938
Prepaid expense	-	14,031	14,461	28,492
Total assets	57,678,949	51,237,674	51,226,218	160,142,841
Liabilities				
Accounts payable and accrued liabilities	793,221	154,630	14,826	(962,677)
DROP payable	-	1,160,465	1,982,342	(3,142,807)
Deferred contributions	-	-	69,009	(69,009)
Unsettled trades	-	-	642,850	(642,850)
Total liabilities	793,221	1,315,095	2,709,027	4,817,343
Net assets				
Held in trust for pension benefits	$ 56,885,727	$ 49,922,579	$ 48,517,191	$ 155,325,497

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
PENSION TRUST FUNDS
STATEMENT OF CHANGES IN NET ASSETS - FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

	General Employees' Retirement System	Police Pension	Municipal Firefighters' Pension	Total
Additions				
Contributions				
Employer	$ 3,450,987	$ 1,968,170	$ 1,506,228	$ 6,925,385
Plan members	543,198	443,555	326,968	1,313,721
State	-	217,759	358,033	575,792
Total contributions	3,994,185	2,629,484	2,191,229	8,814,898
Investment income				
Interest and dividends	1,232,788	1,253,423	1,341,331	3,827,542
Realized gains	1,768,766	1,717,526	-	3,486,292
Net (depreciation) appreciation in fair value	6,456,355	4,979,276	6,386,957	17,822,588
Other investment income	37,739	1,239	-	38,978
	9,495,648	7,951,464	7,728,288	25,175,400
Investment expenses	(382,583)	(276,132)	(276,127)	(934,842)
DROP earnings (loss) gain	-	(142,800)	(194,851)	(337,651)
Net investment income	9,113,065	7,532,532	7,257,310	23,902,907
Deductions				
Benefits paid	4,701,704	4,266,502	3,400,726	12,368,932
Refunds & share distributions	-	55,830	655,240	711,070
Administrative and other expenses	151,730	166,567	115,584	433,881
Total deductions	4,853,434	4,488,899	4,171,550	13,513,883
Change in net assets	8,253,816	5,673,117	5,276,989	19,203,922
Net assets beginning	48,631,911	44,249,462	43,240,202	136,121,575
Net assets ending	$ 56,885,727	$ 49,922,579	$ 48,517,191	$ 155,325,497

The accompanying independent auditors' report and notes are an integral part of these financial statements

NOTES TO BASIC FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying basic financial statements of the City of Riviera Beach ("City") are presented in conformity with generally accepted accounting principles (GAAP) for governments in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). These significant accounting policies are presented to assist the reader in interpreting the basic financial statements which are considered essential and should be read in conjunction with the basic financial statements. The accompanying basic financial statements present the combined financial position and results of operations of the various fund types and account groups and the cash flows of the proprietary fund types of the City and the City's component units.

The following is a summary of the City's significant accounting policies and reporting practices.

A. Reporting Entity

The City of Riviera Beach is a municipal corporation created and governed by Chapter 63-1844, Laws of Florida, enacted by the Florida Legislature. The City was originally incorporated in 1923 and was reincorporated in 1973 pursuant to the Municipal Home Rule Powers Act, Florida Statutes, Chapter 166. The City operates under the Council-Mayor-Manager form of government and provides a wide range of community services, including general government, public safety, planning, zoning, public works, storm water drainage, culture and recreation (parks maintenance, recreational activities, library services, and cultural events), marina, and water and sewer utilities. The City Council is responsible for legislative and fiscal control of the City.

The accounting policies and the presentation of the financial statements of the City have been prepared in accordance with generally accepted accounting principles as applicable to governmental units, in accordance with the Governmental Accounting Standards Board. Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and enterprise fund financial statements to the extent that those standards do not conflict with or contradict guidance of the GASB. The City has the option of following subsequent guidance for their business-type and enterprise funds, subject to this same limitation. The City has elected not to follow subsequent private sector guidance.

One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of the elected officials. The definition of the financial reporting entity is based upon the concept that elected officials are accountable to their constituents for their actions. The financial reporting entity consists of the primary government, organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The City may also be financially accountable if an organization is fiscally dependent on the City regardless of whether the organization has a separately elected governing board, a governing board appointed by another government, or a jointly appointed board.

The financial reporting entity consists of the City as the primary government, which includes all funds, account groups, agencies and departments, and those component units for which the City is financially accountable. Blended component units, while legally separate entities, are in substance

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

part of the government's operations. Therefore, data from these units are presented with data of the City, the primary government. Each blended component unit also has a fiscal year end of September 30.

Although legally separate entities, the Riviera Beach Community Redevelopment Agency ("CRA") and the Riviera Beach Utility Special District (the "USD") are in substance part of the City's operations and are included as blended components in the City's governmental and enterprise funds, respectively. Based on the application of criteria set forth by the GASB, management has determined that there are no other component units that are required to be reported as part of the City's financial statements. The City's blended component units are as follows:

Riviera Beach Community Redevelopment Agency (CRA) – The Riviera Beach Community Redevelopment Agency was established by a special act in 1969 of the Florida Legislature under Chapter 163 to develop and revitalize the blighted areas of the City. The CRA's services are rendered wholly within the boundaries of the City, and its activities and transactions are intended to benefit the City by returning improved property to the City's tax rolls to enhance the business and cultural environment of the CRA area and to provide employment to its citizens. The CRA was created by City Resolution No. 130-84 dated August 7, 1984. In 1984, the governance of the CRA was bestowed on the five-member Council of the City of Riviera Beach. The CRA is responsible for over 858 acres within the City boundaries and over 185 acres of the Port of Palm Beach. The CRA is dependent on the City to fund deficits, meet debt service requirements, and pay other expenditures in the event that the revenues of the CRA are insufficient.

Utility Special District (USD) – In June 2004, the USD was created pursuant to City Ordinance No. 2972, the Florida Constitution, Chapter 189 of the Florida Statutes, the Uniform Special District Accountability Act of 1989, and other applicable laws of the State of Florida. The USD is responsible for producing and distributing safe drinking water and sewage collection throughout the service area in Palm Beach County. To achieve its mandate, the USD is authorized to perform special purposes, including the acquisition, financing, operation, management repair, replacement, renewal, extension and expansion of public infrastructure for the provision of municipal services.

B. Basis of Presentation

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the non-fiduciary activities of the City and its component units. *Governmental activities,* which are normally supported by taxes and intergovernmental revenues, are reported separately *from business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, although the latter are excluded from the government-wide financial statements. The major individual governmental funds and the major individual proprietary funds are reported as separate columns in the fund financial statements. All remaining nonmajor governmental funds are aggregated and reported as nonmajor funds.

Since the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide statements governmental activities column, a reconciliation is presented on the page following each statement, which explains the adjustments necessary to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

Internal service funds of a government, which traditionally provide services primarily to other funds of the government, are presented in summary format as part of the proprietary fund financial statements. Since the principal users of the internal services are the City's governmental activities, financial statements for the internal service fund are consolidated into the governmental activities column when presented at the governmental-wide level. To the extent possible, the costs of these services are reflected in the appropriate governmental activities.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

Government-wide financial statements, proprietary fund financial statements and fiduciary fund financial statements: The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements: Governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when the City receives cash.

Major Funds and Basis of Presentation: The financial transactions of the City are recorded in individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenses/expenditures. These funds are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Accounting principles generally accepted in the United States of America set forth minimum criteria (percentage of assets, liabilities, revenues or expenses/expenditures of either fund category and the governmental and enterprise combined), for the determination of major funds. The aggregated non-major funds are presented in one column in the fund financial statements.

The City reports the following major governmental funds:

General Fund - The General Fund is the general operating fund of the City. General tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures, fixed charges, and capital improvement costs not paid through other funds are paid from this fund.

Community Redevelopment Fund – This fund is used to account for transactions involving the CRA, which is included in the City's financial statements as a blended component unit.

Capital Acquisition 2004 Fund – This capital projects fund accounts for the restricted funds received from transferring the water and sewer operations to the Utility Special District. The funds are being held in escrow and are to be used for specified city projects.

The City reports the following major enterprise funds:

Utility Special District – The City's water and sewer assets were transferred to the Utility Special District in September 2004 and this fund now accounts for the activities of providing water and wastewater services to citizens.

Refuse Collection Fund – This fund accounts for the City's solid waste collection activity.

Stormwater Fund – This fund accounts for the infrastructure and operations and infrastructure of the stormwater (drainage) management system, which are funded through user charges.

Marina Fund – This fund accounts for the activities of the City's Marina.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In addition, the City reports the following other funds:

> **Internal Service Fund** – This fund accounts for services provided to other departments of the City on a cost reimbursement basis. These services include risk management services, such as workers' compensation, general liability insurance, and property insurance.

The *Pension Trust Funds* account for the activities of the General Employees' Retirement Plan, the Firefighters' Pension and the Police Pension, which accumulate resources for pension benefit payments to certain employees.

As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's utility functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as *program revenues*. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods and services in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for services. Operating expenses include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is City policy to use restricted resources first, and then unrestricted resources as they are needed.

D. Assets, liabilities, and net assets or equity

1. Deposits and Investments

The City's cash and cash equivalents include cash on hand and investments with the State Board Investment Pool – "Florida Prime" (formerly known as "Fund A" and Local Government Investment Pool, or "LGIP"). Resources of all funds, with the exception of the pension trust fund, have been combined into a pooled cash and investment system for the purpose of maximizing earnings. Interest earned on pooled cash is allocated to the respective funds based upon average monthly proportionate balances.

For all funds, except the Pension Trust Funds, investments are guided by the City's adopted investment policy with compliance continually monitored by the City's Finance Department.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments are reported at fair value, which is determined by using various third party pricing sources. The Florida Prime investment pool, which is administered by the Florida State Board of Administration, is a "2a-7 Iike" pool and, thus, these investments are valued using the pooled share price. The Local Government Surplus Funds Trust Fund – Fund B, is separate from Fund A, and is not subject to demand withdrawal. Therefore, these amounts are not included in cash and cash equivalents.

Cash and cash equivalents, for purposes of the statement of cash flows, includes pooled cash and investments which are defined as short-term, highly liquid investments with original maturities of three months or less.

2. Unbilled Accounts Receivables

The USD operating fund recognizes revenue on the basis of monthly cycle billings to customers for services provided. As a result of this cycle billing method, there are unbilled receivables at the end of each fiscal year with respect to services provided but not billed at fiscal year end. It is the policy of the City to accrue these amounts at year-end. The City records the unbilled receivables/revenue for the Utilities Special District Fund by prorating actual subsequent billings.

3. Inventories

Inventory, consisting principally of materials and supplies held for use or consumption, is carried at cost in the governmental funds and at the lower of cost (first-in, first-out) or market in the enterprise funds. Inventories of the enterprise funds are accounted for under the consumption method, wherein all inventory is maintained by perpetual records, expensed when used, and adjusted by an annual physical count at September 30 each year. Inventories of governmental funds are recorded as expenditures when purchased. Amounts on hand at year-end are reflected in the assets section of the balance sheet and are fully reserved in the equity section.

The City also holds land not used in operations and appropriately reported in the special revenue funds under ‘Inventory – land held for resale’ in the Balance Sheet as of September 30, 2012. These assets are reported at the lower of historical cost or market value at fiscal year end. To estimate the fair value, certain reasonable assumptions and estimates are utilized to properly report land value in consideration of the cost effectiveness of obtaining actual annual appraisals. The City believes the amounts reported fairly reflect the asset values at the reporting date.

4. Prepaid Items

Expenditures for goods and services extending over more than one accounting period are accounted for as prepaid items and allocated between accounting periods.

5. Restricted Assets

Certain proceeds of the Utility Special District Fund revenue bonds, as well as certain resources set aside for their repayment and in accordance with bond covenants or local ordinance are

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

classified as restricted assets on the fund level Statement of Net Assets of the enterprise funds. These include: Renewal and Replacement accounts used for accumulation of resources to provide for replacement of existing system assets; debt service accounts used for accumulation of resources needed to meet debt service requirements as they become due; capital projects accounts used for acquisition and construction of assets funded by revenue bond proceeds.

The "Capital Acquisition 2004" Fund is used to report those proceeds of revenue bond issuance that are restricted for use in construction and are maintained in a separate bank account and its use is limited by applicable bond covenants.

Restricted assets are not required to be presented on the balance sheets of governmental funds under the modified accrual basis of accounting; however, certain assets of these funds are restricted as to use. Such assets, consisting primarily of cash and receivables, include debt proceeds, permit fees, state and federal forfeiture awards, state and federal grants, and amounts held for debt service.

6. Capital Assets and Depreciation

Capital assets, which include land, buildings and equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and proprietary fund financial statements. Capital assets, other than infrastructure assets, are defined by the government as assets with an initial, individual cost of more than $10,000 or greater and an estimated useful life in excess of one year. The City reports infrastructure assets on a network and subsystem basis. Accordingly, the amounts spent for the construction or acquisition of infrastructure assets are capitalized and reported in the government-wide financial statements regardless of their amount.

In the case of the initial capitalization of general infrastructure assets (i.e., those reported by governmental activities), the government chose to include all such items regardless of their acquisition date or amount. The City was able to estimate the historical cost for the initial reporting of these assets through backtrending (i.e., estimating the current replacement cost of the infrastructure to be capitalized and using an appropriate price-level index to deflate the cost to the acquisition year or estimated acquisition year). As the City constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or extend its useful life beyond the original estimate. In the case of donations, the City values these capital assets at the estimated fair value of the item at the date of its donation.

Expenditures which materially extend the useful life of existing assets are capitalized. The cost of property sold or retired, together with the related accumulated depreciation, is removed from the appropriate accounts, and any resulting gain or loss is included in net income.

Capital assets of the City are depreciated using the straight-line method over the estimated useful lives, and assets purchased during the year are capitalized for six months during the first year,

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

regardless of when acquired:

Asset Description	Period
Buildings and improvements	15 - 40 years
Utility plant and system	20 - 50 years
Regional sewer systems	30 - 99 years
Furniture, fixtures, machinery, and equipment	3 - 10 years
Marina and waterside improvements	20 - 40 years

7. Compensated Absences

City employees can earn from 12 to 20 days of vacation and 12 days of sick leave annually. If an employee is terminated or retires, the City pays the accumulated annual earned vacation and accumulated sick leave. In the governmental funds, the amount of compensated absences recorded as expenditures is the amount accrued for employee resignations or terminations. The general fund is used to liquidate such amounts. Compensated absences are accrued when earned in the government-wide and enterprise fund financial statements. For, the governmental funds, compensated absences are liquidated by the General Fund. The current portion of compensated absences payable is the amount estimated to be used or paid in the following fiscal year. Liability for earned compensated absences is reported at the government wide level and in the proprietary fund financial statements.

8. Deferred and Unearned Revenues

Deferred revenues are recorded for governmental fund receivables that are not yet available. Inflows that do not meet the criteria for revenue recognition, such as occupational licenses (business tax) collected in advance are recorded as unearned revenues in the governmental funds, enterprise funds and the government-wide financial statements.

9. Long-Term Obligations

In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary fund type Statement of Net Assets. Bonds payable are reported net of the applicable bond premiums or discounts and deferred refunding amounts. Bond premiums, discounts, and issuance costs are amortized over the life of the bonds using the effective interest method. Deferred amounts on refunding are amortized over the shorter of the remaining life of the old debt or the life of the new debt using the straight-line method, which does not result in a material difference from the effective interest method. Costs of issuing bonds and deferred charges on refunding bonds are capitalized in the governmental activities statement of net assets

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as issuance costs during the current period. The face amount of the debt is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. Payment of debt principal is reported as expenditure.

10. Net Assets

Net assets of the government-wide and proprietary funds are displayed in three categories: 1) invested in capital assets, net of related debt. 2) restricted, and 3) unrestricted. Net assets invested in capital assets, net of related debt consist of capital assets reduced by accumulated depreciation and by any outstanding debt incurred to acquire, construct, or improve those assets. Net assets are reported as restricted when there are limitations imposed on their use by external restrictions mandated by other governments, creditors, or grantors. Unrestricted net assets consist of all net assets that do not meet the definition of the other two components defined above.

11. Fund Equity

GASB issued Statement No. 54, *Fund Balance Reporting Governmental Fund Type Definitions*, which establishes accounting and financial reporting requirements for all governmental funds and establishes criteria for classifying fund balances. The City adopted GASB No. 54 for the fiscal year ended September 30, 2011. Accordingly, the governmental fund financial statements report fund equity classifications that comprise a hierarchy based primarily on the extent to which the City is legally bound to honor the specific purposes for which amounts in fund balance may be spent.

Fund balances for each of the City's governmental funds (general fund, special revenue funds, capital projects funds, and debt service funds) are displayed in the following classifications depicting the relative strength of the spending constraints placed on the purposes for which resources can be used. The fund balance classifications are summarized below:

- ***Nonspendable fund balances*** include amounts that cannot be spent because they are either (a) not in a spendable form (such as inventories and prepaid amounts), or (2) legally or contractually required to remain intact.
- ***Restricted fund balances*** include amounts that are restricted for specific purposes either by (a) constraints imposed by external providers (such as grantors, creditors, bondholders, contributors, or laws or regulations of other governments), or (2) imposed by constitutional provisions or through enabling legislation.
- ***Committed fund balances*** include amounts that can only be used for specific purposes pursuant to constraints imposed by City Council, the City's highest level of decision-making authority, set in place prior to the end of the period. Such amounts cannot be changed unless the City Council takes the same action to remove or change the constraint.
- ***Assigned fund balances*** include amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. Assignments of fund balances are made by City management based upon the direction of City Council.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- ***Unassigned fund balances*** include amounts that are assigned to other funds and that have not been restricted, committed or assigned to specific purposes.

The City would first use committed fund balance, followed by assigned fund balance, and then unassigned fund balance when expenditures are incurred for the purposes for which amounts in any of the unrestricted fund balance classifications could be used.

12. Interfund Transactions

During the course of normal operations, it is necessary for the City to enter into transactions among its various funds. These transactions consist of one or more of the following types:

- Reimbursements to a fund, which are generally reflected through the allocation of pooled cash accounts, for expenditures or expenses initially made from it that, are properly applicable to another fund.
- "Transfers in and transfers out", as appropriate, for all other inter-fund transactions, which are shown as other financing sources or uses.
- Long-term advances between funds are reported as "advances to and advances from other funds".
- All other outstanding balances between funds are reported as "due to and due from other funds".

The long term portion of advances between funds, as reported in the fund financial statements, is offset by a nonspendable fund balance in the applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

13. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses/expenditures during the reporting period. Actual results could differ from management's estimates. Significant estimates used in these financial statements include the amount of insurance claims payable, actuarial assumptions related to pension plans, and allowances for uncollectible accounts.

14. Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector, respectively. All property is reassessed according to its fair market value on January 1 of each year and each assessment roll is submitted to the State Department of Revenue

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

for review to determine if the assessment rolls meet all of the appropriate requirements of State law. According to Florida Statute 200.081, except for voted levies, no municipality shall levy ad valorem taxes against real property and tangible property in excess of 10 mills.

The tax levy of the City is established by the Council prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser incorporates the City's millage into the total tax levy, which includes the County, the County School Board, and Special District tax requirements. During the month of November, the Palm Beach County Property Appraiser's Office prepares and delivers a *Notice of Property Taxes and Non-Advalorem Assessments* to each taxpayer listed on the current year's assessment roll.

For the fiscal year 2011/2012 (2011 Tax Roll Year), the City levied a millage rate of 8.998 mills (approximately $9.00 for each $1,000 of assessed valuation) for the General Fund operations. The current year's tax levy is based on final taxable property values of $3.015 billion.

All taxes imposed are due and payable starting in November. Discounts for early payment are: November – 4%, December – 3%, January – 2%, February 1%, March – no discount. All unpaid taxes become delinquent on April 1st following the year in which they are assessed. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are offered for sale for all delinquent taxes on real property.

After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Unsold certificates are held by the County. Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations.

At September 30, 2012, unpaid delinquent taxes are not material and have not been recorded by the City.

15. Grants from Government Agencies

Certain grants under various federal, state, and local programs are accounted for in special revenue funds and are reported as a component of intergovernmental revenues. Grant monies are disbursed by these funds or received as reimbursement for amounts previously disbursed by the City for goods and services as prescribed under the respective grant programs. These programs are dependent on continued financial assistance from federal and state governments. Potentially disallowable amounts, if any, on reimbursement type grants constitute a contingent liability of the City. As the City management does not expect any such occurrences and because the potential disallowed amounts are not estimable, such contingencies are not reflected within the financial statements.

NOTE 2 – PRONOUNCEMENTS AND REPORTING CHANGES

Pronouncements issued, but not yet adopted

GASB Statement No. 61, *The Financial Reporting Entity: Omnibus an amendment of GASB Statements 14 and 34*. This statement modifies certain requirements for including of component units in the financial statement reporting entity.

The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2013.

GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 1989 FASB and AICPA Pronouncements.* This statement is intended to incorporate into the GASB's authoritative literature certain accounting and financial reporting guidance that is included in pronouncements of the Financial Accounting Standards Boards (FASB) and American Institute of Certified Public Accountants (AICPA) issued on or before November 30, 1989, which does not conflict or contradict GASB pronouncements.

The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2013.

GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position.* The statement provides financial reporting guidance for deferred outflows of resources, which is consumption of net assets by the government that is applicable to a future reporting period and deferred inflows of resources which an acquisition of net assts by the government that is applicable to a future reporting period. This statement also amends the net asset reporting requirements by incorporating deferred outflows and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position, rather than net assets.

The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2013.

GASB Statement No. 65, Items Previously Reported as Assets and Liabilities. This statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

Concepts Statement No. 4, Elements of Financial Statements, introduced and defined the elements included in financial statements, including deferred outflows of resources or deferred inflows of resources. Additionally, Concepts Statement No. 4 provides that reporting a deferred outflow of resources or a deferred inflow of resources should be limited to those instances identified by GASB in authoritative pronouncements that were established after applicable due process. This statement amends the financial statement classification of certain items previously reported as assets and liabilities to be consistent with the definitions in Concepts Statement No. 4.

NOTE 2 – PRONOUNCEMENTS AND REPORTING CHANGES (Continued)

This Statement also provides other financial reporting guidance related to the impact of the financial statement elements deferred outflows of resources and deferred inflows of resources, such as changes in the determination of the major fund calculations and limiting the use of the term *deferred* in financial statement presentations.

The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2013

GASB Statement No. 66, Technical Corrections-2012-an amendment of GASB Statements No. 10 and No. 62. The objective of this Statement is to improve accounting and financial reporting for a governmental financial reporting entity by resolving conflicting guidance that resulted from the issuance of two pronouncements, Statements No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions,* and No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements.* This Statement amends Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues,* by removing the provision that limits fund-based reporting of an entity's risk financing activities to the general fund and the internal service fund type. As a result, governments should base their decisions about fund type classification on the nature of the activity to be reported, as required in Statement 54 and Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.*

This Statement also amends Statement 62 by modifying the specific guidance on accounting for (1) operating lease payments that vary from a straight-line basis, (2) the difference between the initial investment (purchase price) and the principal amount of a purchased loan or group of loans, and (3) servicing fees related to mortgage loans that are sold when the stated service fee rate differs significantly from a current (normal) servicing fee rate. These changes clarify how to apply Statement No. 13, *Accounting for Operating Leases with Scheduled Rent Increases,* and result in guidance that is consistent with the requirements in Statement No. 48, *Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues,* respectively.

The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2013.

GASB Statement No. 67, Financial Reporting for Pension Plans—an amendment of GASB Statement No. 25. The objective of this Statement is to improve financial reporting by state and local governmental pension plans. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement replaces the requirements of Statements No. 25, *Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans*, and No. 50, *Pension Disclosures,* as they relate to pension plans that are administered through trusts or equivalent

NOTE 2 – PRONOUNCEMENTS AND REPORTING CHANGES (Continued)

arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The requirements of Statements 25 and 50 remain applicable to pension plans that are not administered through trusts covered by the scope of this Statement and to defined contribution plans that provide postemployment benefits other than pensions.

The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2014.

GASB Statement No. 68, Accounting and Financial Reporting for Pensions. This statement establishes accounting and financial reporting requirements related to pensions for governments whose employees are provided with pensions through pension plans that are covered by the scope of this Statement, as well as for nonemployer governments that have a legal obligation to contribute to those plans. Statement Nos. 67 and Statement 68 establish a definition of a pension plan that reflects the primary activities associated with the pension arrangement—determining pensions, accumulating and managing assets dedicated for pensions, and paying benefits to plan members as they come due. The scope of this Statement addresses accounting and financial reporting for the activities of pension plans that are administered through trusts that meet certain characteristics.

The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2014.

GASB Statement No. 69, Government Combinations and Disposals of Government Operations. This statement provides guidance for (1) determining whether a combination is a merger, acquisition, or transfer of operations, (2) using carrying values to measure the assets, deferred outflows of resources, liabilities, and deferred inflows of resources combined in a government merger or transfer of operations, (3) measuring acquired assets, liabilities, deferred outflows of resources, and deferred inflows of resources based on their acquisition values in a government acquisition, and (4) reporting the disposal of government operations that have been transferred or sold. This standard takes effect for the City for the fiscal year ending September 30, 2014.

The City has not completed an analysis of the effects, if any, of the above GASB statements on the City's financial statements.

NOTE 3 – DEPOSITS AND INVESTMENTS

The City maintains a cash and investment pool for accounting and investment purposes for use by all City funds except the Pension Trust Funds. This gives the City the ability to invest large amounts of idle cash for short periods of time and to maximize earning potential. Each fund type's portion of this pool is displayed on the combined balance sheet as cash and investments. Income earned on cash and investments is allocated to the respective funds based on average daily balances.

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

A. Deposits

The carrying amounts of the City's cash deposits were cash on hand, demand deposits and cash with fiscal agents at September 30, 2012. The total cash deposits are collateralized or insured with securities held by the City or by its agent in the name of the City as discussed below.

Custodial Credit Risk. Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in possession of an outside party. All of the City's deposits are entirely insured by federal depository insurance, which is up to $250,000 per institutional deposit, or collateralized by the multiple financial institution collateral pool pursuant to Florida Statutes, Chapter 280, "Florida Security for Public Deposits Act". Under this Act, all qualified public depositories are required to pledge eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would cover any resulting losses. Accordingly, all amounts reported as deposits are deemed as insured or collateralized with securities held by the entity or its agent in the entity's name.

B. Investments

Under the provisions of the City's investment policy, and in accordance with Florida Statutes, the following investments are authorized:

1) Local Government Surplus Funds Trust Fund, which includes the "Florida Prime", a local government investment pool, which was formerly known as "Fund A" and "LGIP", and Fund B Surplus Funds Trust Fund ("Fund B"), both of which are administered by the Florida State Board of Administration.
2) Negotiable direct obligations of the United States Government Bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by United States government agencies, provided such obligations are backed by the full faith and credit of the United States government.
3) Bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by certain United States government agencies, which are non-full faith and credit agencies.
4) Non-negotiable interest bearing certificates of deposit or savings accounts provided that any such deposits are secured by collateral as prescribed by law.
5) Repurchase agreements comprised of negotiable direct obligations of the United States government or bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by certain United States government agencies, which are non-full-faith and credit agencies.
6) State and local government taxable and tax-exempt debt, general obligation bonds, or revenue bonds rated at least AA by Moody" sand AA by Standard & Poor's for long-term debt or rated at least MIG-2 by Moody's and SP-2 by Standard & Poor's for short-term debt.
7) Mutual funds investing in government obligations.

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Investments of the pension trust funds can consist of real or personal property and various types of investments, specifically including bonds, debentures and other corporate obligations, and preferred or common stocks**.**

1. Local Government Surplus Funds Trust Fund

The Local Government Surplus Funds Trust Fund was created by an Act of the Florida Legislature effective October 1, 1977, and has two components: Florida Prime and Fund B. The State Board of Administration ("SBA") is charged with the powers and duties to administer and invest the funds. The SBA has contracted an Investment Manager to administer the Fund B pool. GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments for External Investment Pools*, issued in March 1997, applies to both the Florida Prime and Fund B. GASB 31 outlines two options for accounting and reporting for money market investment pools as either "2a-7 like" or fluctuating net asset value ("NAV"). A "2a-7 like" pool is an "external investment pool that is not registered with the Securities and Exchange Commission as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with Rule 2a-7 under the Investment Company Act of 1940." Rule 2a-7 is the rule that permits money market funds to use amortized costs to maintain a constant NAV of $1.00 per share, provided that such funds meet certain conditions. As the Florida Prime investment pool is considered an SEC "2a-7 like" fund, the account balance is also considered the fair value of the investment.

Fund B was created by an Act of the Florida Legislature effective June 1, 2008 (Section 218.421, Florida Statutes) and consists of legacy securities that were segregated into Fund B because they had either defaulted, extended, been restructured, were subject to elevated market illiquidity or did not meet the Standards and Poor's AAAm rating applicable to the Florida Prime investment pool. Monies invested in Fund B are not subject to participant withdrawal. The Fund B is accounted for as a fluctuating Net Asset Value (NAV) pool. The Fair Value factor for September 30, 2012 was 0.94896811. Therefore, the City's account balance must be multiplied by the factor to calculate the fair value of the investment in Fund B at September 30, 2012. Distributions are made to the extent that Fund B receives material proceeds from certain qualifying transactions and activities. However, participants may not request withdrawals of these monies and the City is only able to obtain a return of its investment based on the authorized distributions.

The SBA provides the appropriate financial statement disclosure information as included in the City's notes to the financial statements. Fund B has not participated in a securities lending program in the fiscal year ending September 30, 2012. Since the City owns shares of the Florida Prime and Fund B, and not the underlying securities, it is the SBA's interpretation that the City need not make a disclosure related to GASB Statement No. 28, *Accounting and Financial Reporting for Securities Lending Transactions.*

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

2. Credit Risk

Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligations. The City's investment policies limit its investments to high quality investments to control credit risk. The SBA Fund B is unrated. For the Florida Prime, the SBA defines credit risk as the possibility that an issuer of a fixed income security held by the Florida Prime will default on the security by failing to pay interest or principal when due. If an issuer defaults, the Florida Prime will lose money. The Investment Manager will manage this risk by purchasing high quality securities. The Government Bonds are not considered to have credit risk. The Standard & Poor's rating for the City's other investments in debt securities at September 30, 2012, are summarized as follows:

Security Description	Credit Quality Rating	Amount (rounded to nearest 1,000)
Government Advantage Money Market Account	AAAm	$ 12,725,876
SBA Florida Prime	AAAm	37,944,612
SBA Fund B	unrated	942,847

3. Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. For the Florida Prime, the prices of the fixed income securities in which the Florida Prime invests rise and fall in response to changes in the interest rates paid by similar securities. The Investment Manager of the Florida Prime will manage this risk by purchasing short-term fixed income securities. As of September 30, 2012, Florida Prime has a dollar weighted average days to maturity (WAM) of 39 days and Fund B has a weighted average life (WAL) is estimated at 4.08 years.

The City does not have a formal investment policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

The table below summarizes the scheduled maturities of investments at September 30, 2012, as applicable:

Investment Type	Unrestricted	Restricted	Weighted average life to maturity	Fair value at September 30
Cash and cash equivalents				
Deposits - State Board of Administration (SBA)	$17,529,849	$20,414,762	N/A	$37,944,612
Deposits - Bank of America	133,331	-	N/A	133,331
Deposits - Branch Banking & Trust (BB&T)	11,880,115	-	N/A	11,880,115
Deposits - Wells Fargo	-	12,725,832	N/A	12,725,832
Total cash and cash equivalents	**29,543,296**	**33,140,594**		**62,683,890**
Investments				
Investments held in pension trust:				
General employees:				
U.S. government securities	-	11,643,321	11.01 years	11,643,321
Corporate obligations	-	4,455,687	9.79 years	4,455,687
Mutual funds	-	4,856,645	N/A	4,856,645
Equity securities	-	36,189,460	N/A	36,189,460
Police:				
U.S. government securities	-	10,216,790	N/A	10,216,790
Corporate obligations	-	9,434,125	N/A	9,434,125
Mutual funds	-	4,747,697	N/A	4,747,697
Equity securities	-	25,106,382	N/A	25,106,382
Fire:				
U.S. government securities	-	5,216,073	N/A	5,216,073
Corporate obligations	-	12,142,573	N/A	12,142,573
Mutual funds	-	6,466,905	N/A	6,466,905
Equity securities	-	24,474,760	N/A	24,474,760
Total investments held in pension trust:	**-**	**154,950,418**		**154,950,418**
Investments not held in pension trust				
State Board of Administration (SBA)				
Fund B (net of allowance)	-	942,846	N/A	942,846
Investments in East Coast Regional (ECR)	-	11,308,239	N/A	11,308,239
Total investments not held in pension trust	**-**	**12,251,085**		**12,251,085**
Total investments	-	167,201,503		167,201,503
Total cash, cash equivalents and investments	**$29,543,296**	**$200,342,097**		**$229,885,393**

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

4. Custodial Credit Risk

For investments, custodial credit is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of the outside party. Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the City, and are held by either the counterparty or the counterparty's trust department or agent but not in the name of the City. The City's non-pension mutual fund investment is held by a bank's trust department in the City's name.

5. Concentration of Credit Risk

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of an investment in a single user. The City places no limit on the amount it may invest in any one issuer, except those in the City's pension fund. Not more than five percent of the Fund's assets shall be invested in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company.

NOTE 4 – ACCOUNTS RECEIVABLE

Receivables as of September 30, 2012 for the City's individual major governmental funds, enterprise funds, and non major governmental funds in the aggregate, are as follows:

	General Fund	Capital Acquisition 2004	Utility Special District	Refuse Collection	Marina	Storm-water	Internal Service	Nonmajor Gov't funds	Total
Receivables (net)									
Accounts	$2,377,653	$602	$2,924,723	$351,477	$4,790,643	$352,085	$1,962,696	$5,635,453	$18,395,332
Special assessments	-	-	-	-		-	-	-	-
Unbilled accounts	37,171	-	740,547	85,196		55,920	-	-	918,834
Total receivables	**$2,414,824**	**$602**	**$3,665,270**	**$436,673**	**$4,790,643**	**$408,005**	**$1,962,696**	**$5,635,453**	**$19,314,166**

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition on revenues received but not yet earned.

NOTE 5 – CAPITAL ASSETS

Capital assets activity for the year ended September 30, 2012 is as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities:				
Capital assets not being depreciated:				
Land	6,369,111	-	(15,155)	6,353,956
Construction work in progress	18,028,011	7,266,920	(4,005,163)	21,289,767
Total capital assets not being depreciated	**24,397,121**	**7,266,920**	**(4,020,318)**	**27,643,723**
Capital assets being depreciated:				
Buildings	14,330,057	670,106	-	15,000,163
Improvement other than buildings	12,118,851	1,142,951	-	13,261,803
Land improvements	51,250	-	-	51,250
Infrastructure	37,197,702	2,174,343	-	39,372,044
Furniture, fixtures, machinery and equipment	14,938,956	1,326,887	-	16,265,843
Total capital assets being depreciated	**78,636,816**	**5,314,286**	**-**	**83,951,103**
Less accumulated depreciation for:				
Buildings	(8,202,105)	(435,218)	-	(8,637,322)
Improvement other than buildings	(860,386)	(760,131)	-	(1,620,517)
Land improvements	(51,250)	-	-	(51,250)
Infrastructure	(20,404,661)	(926,353)	-	(21,331,013)
Furniture, fixtures, machinery and equipment	(10,854,333)	(1,380,060)	-	(12,234,393)
Total accumulated depreciation	**(40,372,735)**	**(3,501,761)**	**-**	**(43,874,496)**
Governmental activities capital assets, net	**$62,661,202**	**$9,079,446**	**($4,020,318)**	**$67,720,330**

	Beginning Balance	Additions	Deletions	Ending Balance
Business-type Activities:				
Capital assets not being depreciated:				
Land	$1,331,512	-	-	$1,331,512
Construction Work in progress	5,912,091	5,561,769	(1,399,057)	10,074,803
Total capital assets not being depreciated	**7,243,602**	**5,561,769**	**(1,399,057)**	**11,406,315**
Capital assets being depreciated:				
Buildings and improvements	17,207,913	-	-	17,207,913
Utility plants and systems	49,858,651	5,897,821	-	55,756,472
Furniture, fixtures, machinery and equipment	7,167,283	40,591	-	7,207,874
Waterside improvements	2,979,132	-	-	2,979,132
Total capital assets being depreciated	**77,212,979**	**5,938,412**	**-**	**83,151,391**
Less accumulated depreciation for:				
Buildings and improvements	(10,102,009)	(455,159)	-	(10,557,168)
Utility plants and systems	(28,877,147)	(1,357,964)	-	(30,235,111)
Furniture, fixtures, machinery and equipment	(5,957,064)	(420,825)	-	(6,377,889)
Waterside improvements	(2,979,132)	-	-	(2,979,132)
Total accumulated depreciation	**(47,915,352)**	**(2,233,947)**	**-**	**(50,149,299)**
Business-type activities capital assets, net	**$36,541,229**	**$9,266,234**	**($1,399,057)**	**$44,408,406**

NOTE 5 – CAPITAL ASSETS (Continued)

Depreciation expense was charged to functions as follows for the fiscal year ending September 30, 2012:

Governmental activities:	
General government	$884,132
Public safety	904,875
Transportation	1,015,037
Culture and recreation	589,071
Economic environment	108,646
Total depreciation expense - governmental activities	**3,501,761**
Business-type activities:	
Water and sewer	2,001,391
Marina	119,224
Stormwater	113,332
Total depreciation expense - business-type activities	**2,233,946**
Total depreciation expense	**$5,735,707**

NOTE 6 – OPERATING LEASES

The City leases buildings, office facilities and equipment under non-cancelable operating leases. The City leases commercial office space at the Port Center for Human Resources and Police Departments. The City entered a lease on August 1, 2007 with a first amendment on August 4, 2010 for a period of two years commencing August 1, 2010 to July 31, 2012. The lease agreement was subsequently amended with an effective date of August 1, 2012 for a further two years commencing October 1, 2012 to July 31, 2014. The City Council has approved the budgeting, contingent on available funds, through the lease terms for the Port Center leased office space. During the fiscal year ending September 30, 2012, the City made payments of $315,869 pursuant to the lease agreement.

As of September 30, 2012, the City's future minimum lease payments are as follows:

Year ending September 30:	**Amount**
2013	$289,507
2014	289,507
	$579,014

NOTE 6 – OPERATING LEASES (Continued)

The CRA, a blended component unit of the City, leases commercial office space for its operations. The CRA lease agreement expired on November 30, 2011 and was extended for an additional three year period from December 1, 2011 to November 30, 2014. The monthly lease payments are $4,669 for the first year, $4,857 for the second year, and $5,051 for the third year. The CRA is also responsible for shared operating costs. During the fiscal year ending September 30, 2012, the CRA made payments of $63,410 pursuant to the lease agreements.

NOTE 7 – LONG-TERM DEBT

Long-term debt activity for the year ended September 30, 2012 is as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Amount Due in One Year
Governmental activities:					
Bonds and notes payable	$32,734,405	-	($2,283,729)	$30,450,676	$2,283,729
Capital lease obligation	-	614,868	-	614,868	80,317
OPEB obligation	1,613,640	864,856	-	2,478,496	-
Compensated absences	4,011,133	97,851		4,108,984	287,523
Total governmental activities	**$38,359,178**	**$1,577,575**	**($2,283,729)**	**$37,653,025**	**$2,651,569**
Business-type activities:					
Bonds and notes payable	$27,630,000	-	($1,230,000)	$26,400,000	$735,000
Add unamortized bond premium	395,743	-	(20,314)	375,429	-
Net bonds and notes payable	28,025,743	-	(1,250,314)	26,775,429	735,000
Utility purchase obligation	306,432	673,005	(27,857)	951,580	64,757
OPEB obligation	314,191	174,467	-	488,658	-
Compensated absences	526,521	61,729		588,250	43,336
Total business-type activities	**29,172,887**	**909,201**	**(1,278,171)**	**28,803,917**	**843,093**
Total long-term debt	**$67,532,065**	**$2,486,776**	**($3,561,900)**	**$66,456,941**	**$3,597,683**

Governmental Activities

Capital Projects Notes, Series 2001

The City's *Capital Projects Notes, Series 2001*, are due in semi-annual principal and interest installments of $136,987 through October 1, 2016, with a stated interest rate of 4.11 percent. For the current year, interest paid was $48,103.

NOTE 7 – LONG – TERM DEBT (Continued)

The following table summarizes future debt service requirements to maturity as of September 30, 2012:

Fiscal Year Ending	Principal	Interest	Total
2013	$235,220	$38,754	$273,974
2014	244,987	28,987	273,974
2015	255,160	18,814	273,974
2016	267,924	8,220	276,144
Total	**$1,003,291**	**$94,775**	**$1,098,066**

Community Redevelopment Agency

2006 CRA Note

The CRA had issued two series of bond anticipation notes to finance the development and implementation of capital projects contemplated by the Community Redevelopment Plan. Series 2002A, in the amount of $5,010,000, was issued in March 2002. Series 2003A, in the amount of $2,000,000, was issued in August 2003. The Series 2002A and Series 2003A Notes were retired in full on July 5, 2006.

On July 5, 2006, the *Community Redevelopment Projects Note, Series 2006* in the amount of $7,175,876 was issued to repay the Series 2002A and Series 2003A Bond Anticipation Notes. Although the Series 2006 Note was issued by the City, the proceeds were used to refinance CRA debt and the CRA is making the debt service payments pursuant to its agreement with the City. Originally, a variable interest rate, the rate is fixed at 4.19 percent and will remain in effect for the life of the debt. The principal and interest is secured by a pledge of tax incremental revenues. For the current year, interest paid was $231,770.

The following table summarizes future debt service requirements to maturity as of September 30, 2012:

Year Ending September 30	Principal	Interest	Total
2013	$391,530	$233,064	$624,594
2014	411,107	216,659	627,766
2015	431,662	199,433	631,095
2016	453,245	181,347	634,592
2017	475,907	162,356	638,263
2018 - 2023	3,398,934	518,690	3,917,624
Total	**$5,562,385**	**$1,511,549**	**$7,073,934**

NOTE 7 – LONG – TERM DEBT (Continued)

Series 2011 Redevelopment Revenue Note

On April 28, 2011, the CRA issued Redevelopment Revenue Note Series 2011 in the amount of $25,570,000. The proceeds of the Note will be used to pay the costs to acquire, construct and equip certain capital improvements consistent with and in furtherance of the CRA's Redevelopment Plan including the engineering, design construction and acquisition of certain water, sewer and stormwater utilities, community facilities, public parking facilities, streetscape, landscape and access improvements, grants for landscape and façade upgrades, bulkhead and dock repair, marina upland improvements, and such other projects as may be approved by the CRA from time to time, in accordance with and in furtherance of the CRA's Redevelopment plan. The Series 2011 Note bears a fixed interest rate of 4.44% per annum and paid semi-annually each February 1 and August 1 commencing August 1, 2011. Principal payments are payable annually commencing August 1, 2012 until the note matures on August 1, 2025. The

principal and interest are secured by a pledge of tax incremental revenues. For the current year, interest paid was $1,135,218.

The following table summarizes future debt service requirements to maturity as of September 30, 2012:

Year Ending September 30	Principal	Interest	Total
2013	$1,760,000	$1,060,494	$2,820,494
2014	1,835,000	982,350	2,817,350
2015	1,910,000	900,876	2,810,876
2016	1,990,000	816,072	2,806,072
2017	1 ,340,000	727,716	2,067,716
2018 - 2022	7,590,000	2,694,858	10,284,858
2023 - 2025	7,460,000	671,994	8,131,994
Total	**$23,885,000**	**$7,854,360**	**$31,739,360**

Business-type Activities

Sales Tax Revenue Refunding Bonds, Series 2002

The City's *Sales Tax Revenue Refunding Bonds, Series 2002*, are due in annual installments through October 1, 2012, with interest of 2 percent to 3.7 percent. The bonds are secured by a lien upon and pledge of the City's local government half-cent sales tax. For the current year, interest paid was $19,240. As of September 30, 2012, *Sales Tax Revenue Refunding Bonds, Series 2002* was repaid in full.

NOTE 7 – LONG – TERM DEBT (Continued)

Consolidated Utility:

The USD assumed the *Water and Sewer Fund's* obligation to the previous owner of Consolidated Utility. The payment amount is based on water and sewage usage. Payments are due monthly with an annual interest rate of 8 percent for a period of 35 years, ending September 2022. As of September 30, 2012, an adjustment of $673,005 was made to increase the outstanding balance due for the Consolidated Utility obligation resulting from the reassessment of the current water and sewage usage amounts. The following table summarizes estimated future debt service requirements to maturity as of September 30, 2012:

Year Ending September 30	Principal	Interest	Total
2013	64,757	73,786	138,543
2014	70,132	68,411	138,543
2015	75,953	62,590	138,543
2016	82,257	56,286	138,543
2017	89,085	49,458	138,543
2018 - 2022	569,396	123,321	692,717
Total	**$951,580**	**$433,853**	**$1,385,433**

Utility Special District Water and Sewer Revenue Bonds, Series 2004

The Utility Special District issued the *Utility Special District Water and Sewer Revenue Bonds, Series 2004*, for the transfer of the Water and Sewer Fund assets and for special projects. The bonds require annual payments of principal and interest ranging from $1,990,144 to $1,989,750. The Utility Special District bonds bear interest between 1.6 percent and 5 percent and mature on October 1, 2034. For the current fiscal year, interest of $1,280,206 was paid.

The following table summarizes future debt service requirements to maturity as of September 30, 2012:

Year Ending September 30	Principal	Interest	Total
2013	$735,000	$1,253,581	$1,988,581
2014	760,000	1,226,019	1,986,019
2015	795,000	1,197,519	1,992,519
2016	820,000	1,168,700	1,988,700
2017	850,000	1,137,950	1,987,950
2018 - 2022	4,820,000	5,122,000	9,942,000
2023 - 2027	6,110,000	3,824,000	9,934,000
2028 - 2032	7,810,000	2,134,000	9,944,000
2033 - 2034	3,700,000	279,750	3,979,750
Total	**$26,400,000**	**$17,343,519**	**$43,743,519**

NOTE 7 – LONG – TERM DEBT (Continued)

The USD has pledged net system revenues towards the repayment of the bonds. The terms of the bond agreement require the District to establish rates sufficient to provide net revenues in each year to pay 115 percent of the annual bond service requirement.

According to Section 2.03(c) of Asset Purchase Agreement dated September 2004 between the City and the USD, the USD is required to pay the City ½ of each new Impact Fee collected by USD as a future payment. Future payments are to be paid to the City on October 1 of each year after the closing date. The USD's obligation to make future payments to the City is subordinate to the USD's obligation and covenants to bond holders and is payable if and when available in accordance with the bond resolution. For the fiscal years 2005 to 2011, USD has an outstanding amount of $3,639,202 due to the City for ½ of impact fees collected, but not yet remitted to the City. This amount is recorded as a prior period adjustment (see Note 19 – Prior Period Adjustments). The current amount due to the City is accrued in fiscal year 2012.

Defeased Debt

In November 2002, the City issued $4,135,000 *Sales Tax Revenue Refunding Bonds, Series 2002* to provide funds sufficient to refund $3,940,000 of principal for the *Waterfront Improvement Revenue Bonds, Series 1992*. The refunded bonds had been accounted for in the City's marina enterprise fund as are the Series 2002 Bonds. The unamortized issuance costs and discount on the refunded bonds have been capitalized along with issuance costs of the new bonds and a deferred charge on refunding totaling $189,384. These costs are being amortized over the term of the new bonds, which is the same as the remaining term of the refunded bonds. As of September 30, 2012, there is no principal value outstanding on the Series 1992 bonds.

Capital Lease Obligations

In April 2012, as authorized through City Resolution No. 49-12, the City entered into a seven year capital leasing arrangement with Oshkosh Capital to acquire a fire ladder truck for the City's Fire Department. The ladder truck was placed in service in June 2012 and as of September 30, 2012, the original present value of the minimum payments of $614,868 under the arrangement is included in capital assets net of accumulated depreciation in the amount of $570,949. The equipment purchase price is $614,868 and will be repaid over seven annual payments at annual interest rate of 2.97%.

NOTE 7 – LONG – TERM DEBT (Continued)

Future minimum lease obligations are as follows:

Year Ending September 30	Amount
2013	$98,579
2014	98,579
2015	98,579
2016	98,579
2017	98,579
2018-2019	197,157
Total minimum lease payments	690,051
Less: Amount representing interest	75,183
Present value of minimum lease payments	$614,868

NOTE 8 – JOINT VENTURES

On September 9, 1992, the City of Riviera Beach (the "City") entered into an interlocal agreement (the "Agreement") with the City of West Palm Beach, the Town of Palm Beach, the City of Lake Worth, and Palm Beach County collectively referred to as the Entities for an initial period of thirty years with a renewable term of thirty years upon the consent of all the entities. Under the Agreement, the entities participate in the operation of a regional sewer plant, East Central Regional Wastewater Treatment Facility (ECR). The purpose of the Agreement was to consolidate prior separate agreements into a single unified agreement to establish rules and procedures for the operation and management of the existing facility. After the 1992 Agreement, each participating entity held a financial interest in the ECR, whose purpose is to receive, treat, and dispose of sewage generated within each municipality and the County. In addition to providing services to the Entities, the ECR operates a septage receiving facility where private haulers can deposit wastewater into the treatment system.

On April 20, 2010, through USD Resolution No. 8-10UD, the ECR Interlocal Agreement was renewed for a term of thirty years commencing September 9, 2022 through September 9, 2052.

The ECR is a separate legal entity organized under the laws of the State of Florida. The Agreement provides for the establishment of a Governing Board (the "Board"), comprised of one representative from each entity participating in the Agreement, to administer the ECR. Under the Agreement, the Board has the power to enter into contracts, employ personnel and enter into debt in accordance with Florida Statutes Section 63.01(7). In accordance with the Agreement, the City of West Palm Beach operates and manages the ECR on behalf of the Board and is paid an administrative fee by the ECR for those services.

The Agreement establishes the duties and responsibilities among the Entities for the operation of the ECR. The term of the Agreement is for an initial period of thirty years with an option to

NOTE 8 – JOINT VENTURES (Continued)

renew for an additional thirty years upon the mutual consent of the Entities. The Agreement can be terminated only with the unanimous consent of the Entities. An Entity may withdraw from participation in the Agreement; however, the Entity will forfeit its interest and allocation in the ECR and will still be required to meet its obligations under the Agreement. In the event the ECR is sold or disposed of, proceeds of the sale or disposition shall be prorated among the entities, based on their reserve capacity as of the date of disposition. As of September 30, 2012, the City had a 12.50 percent interest in the ECR.

The City has participating equity ownership in ECR. The terms of the Agreement provide that each entity is required to pay a proportional part of the annual operating costs, fund a separate Renewal and Replacement Account based on a percentage of the capital cost of the facility, make contributions towards fleet costs, and make capital contributions towards the ECR's repayment of State loans. All costs of operating the ECR, including depreciation, are shared by each of the entities based on actual flows of wastewater. Costs associated with capital projects, renewal and replacement, and debt service are shared among the participating governments based on their pro-rata share of reserve capacity. Under the equity method, the City recorded its initial investment at cost and records its ongoing financial interest as an adjustment to the investment in joint venture for its share of the following: any income or loss reported by the ECR; depreciation and loss on disposal of the ECR assets attributable to capital contributions; additional debt assumed for which the entities are obligated to repay; and capital and debt reserve contributions, including revenue earned by ECR on such contributions.

Based on a “Participatory Agreement” signed by all participants in April 1993, the ECR constructed improvements amounting to approximately $22,377,000, which was financed by the State of Florida, Department of Environmental Protection Revolving Loan Fund. Pledged revenue consisting of all fees and payments received by the ECR will be used to repay the debt. On June 22, 2006, the State of Florida’s Department of Environmental Protection (the “DEP”) approved a 7 million gallon per day (MGD) interim expansion of plant capacity. On April 2, 2007, the DEP approved an additional 2 MGD interim expansion of plant capacity, bringing the interim capacity to 64 MGD.

The ECR’s financial statements for fiscal year ending September 30, 2012 have not been issued, as of the date of financial statement issuance; the latest available audited financial statements for the ECR are for the fiscal year ending September 30, 2011. Therefore, the amounts recorded by the City could be subject to revision in the future. The City does not believe that the joint venture is accumulating significant financial resources or experiencing financial stress that may cause a future benefit or burden to the City. The City believes that its investment in the ECR, as recorded, is fairly stated. As of September 30, 2011, the ECR had total assets of $99,858,345 and total net assets of $90,465,911 including $68,993,982 invested in capital assets net of related debt, $20,942,405 restricted for debt service, renewal, replacement, operations, and $529,524 of unrestricted net assets.

The reserve capacity percentages based on a capacity of 64 MGD by Entity as of September 30, 2011 are as follows. For fiscal year 2011, the entities effected a 1.5% renewal and replacement contribution.

NOTE 8 – JOINT VENTURES (Continued)

Participant	Reserve Capacity Percentage*	
	Reserve Capacity	SRF Loan Improvement
City of West Palm Beach	26.563%	31.170%
Palm Beach County	33.594%	22.921%
City of Lake Worth	19.531%	22.921%
City of Riviera Beach	12.500%	14.147%
Town of Palm Beach	7.813%	8.841%
Total	100.000%	100.000%

***Based on Actual Reserve Capacity Percentage per applicable fiscal year**

During fiscal years ending September 30, 2011 and 2012, the City made payments to the ECR of $1,497,803 and $1,624,740 respectively, towards operating expenses. According to current generally accepted accounting principles, the City accounts for its interest in the joint venture under the equity method. The following is a reconciliation of the City's investment in the ECR as of September 30, 2012:

City's balance as of October 1, 2011	$11,281,294
City's 12.50% share of the 2012 operating gain	26,945
City's ending balance as of September 30, 2012	**$ 11,308,239**

The City's investment in the ECR's interest as of September 30, 2012 was reported at $11,308,239 and, as discussed above for consistency, will be used to record and report balances in the City's financial statements for fiscal year ending September 30, 2012.

The ECR's complete financial statements, related questions or requests for additional financial information can be obtained from the City of West Palm Beach, Finance Department, 401 Clematis Street, West Palm Beach, Florida, 33401.

NOTE 9 – INTERFUND RECEIVABLES, PAYABLES, & TRANSFERS

At September 30, 2012, interfund receivables and payable balances were as follows:

	Due from Other Funds	Due to Other Funds
Governmental activities:		
General Fund	$16,501,492	$4,685,002
Community Redevelopment Agency (CRA)	-	262,366
Capital Acquisition 2004	-	460,797
Internal Service Fund	2,800,000	-
Nonmajor Governmental Funds	5,394,379	5,657,637
Business-type activities:		
Utility Special District	-	3,789,705
Marina	22,785	9,856,292
Stormwater	-	6,857
Total	**$24,718,656**	**$24,718,656**

The outstanding balances between funds mainly resulted from the time lag between the dates the (a) inter-fund goods and services are provided or reimbursable expenditures occur, (b) transactions are recorded in the accounting system, and (c) payments between funds are made.

At September 30, 2012, the interfund transfers were as follows:

	Transfers In		
Transfers Out	**General Fund**	**Nonmajor Governmental Funds**	**Total Transfers Out**
General Fund	$60,000	-	$829,608
Nonmajor governmental funds	-	$769,608	-
Total Transfers In	**$60,000**	**$769,608**	**$829,608**

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (b) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, (c) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations, and (d) provide contributions and supplemental funding.

NOTE 10 – RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City self-insures and carries commercial insurance for claims in excess of self-insurance amounts. The program is a combination of self-insurance funded at a specified amount, and various commercial policies for potential claims or losses above the self-funding limit. In addition, the City purchases insurance for excess liabilities, including certain catastrophic losses. Within the self-funded layer, The City's liability was limited to the following amounts per occurrence: Property - $100,000; Third Party Liability - $100,000; Workers Compensation - $275,000; Public Employee Crime - $25,000; Utilities property - $50,000; Boiler & Machinery - $25,000, and Public Officials Liability – $100,000. The City maintains a total liability limit of $1,800,000 for all self-insured losses before aggregate excess coverage applies. In the event of damage from a named windstorm, certain percentage deductibles apply, as is common for property insurance in the State of Florida. The total potential self-insured losses are funded through a "Loss Fund" (interest earning investment account) which is administered by a third party.

The risk management program used to account for the potential self-insured losses are accounted for in the internal service fund. All operating funds participate in the program and make payments to the funds based on estimates of the amounts needed to pay prior and current claims. Additionally, the expenses for claims paid are recorded in the individual funds and a revenue transfer is used to record the "reimbursement" to the internal service fund.

Pursuant to GASB Statement No. 10, *"Accounting and Financial Reporting for Risk Financing and Related Insurance Issues"*, liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount provided by the third party administrator for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount, as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends, including frequency and amount of payouts, and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to the specific claims. Estimated recoveries are another component of the claims liability estimate.

For fiscal year ending September 30, 2012, the reported estimated liability was reduced by a significant amount because of an adjustment based historical and current claim trends. For fiscal year ending September 30, 2012, the reported estimated liability remained consistent with the reported liability for fiscal year ending September 30, 2011. Settlements have not exceeded coverage for each of the past three fiscal years.

NOTE 10 – RISK MANAGEMENT (Continued)

Changes in the balances of claims liabilities during the past three years are as follows:

Fiscal Year	Balance October 1	Claims and Changes in Estimates	Claim Payments	Balance September 30
2010	$2,131,503	$2,067,942	($1,807,999)	$2,391,446
2011	2,391,446	3,153,369	(3,037,946)	2,506,869
2012	2,506,869	3,359,263	(3,809,263)	2,056,869

NOTE 11 – PENSION PLANS

During the fiscal year ending September 30, 2012, the City sponsored three separate single employer defined benefit pension plans: City of Riviera Beach General Employees' Retirement System, Riviera Beach Police Pension Fund, and Riviera Beach Municipal Firefighters' Pension Trust Fund. Audited financial statements are issued separately for the Police Pension Fund and the Firefighters' Pension Trust Fund and copies may be obtained from the City of Riviera Beach, Finance Department, 600 W. Blue Heron Boulevard, Riviera Beach, Florida, 33404. Separate financial statements are not issued for the General Employees' Retirement System.

The CRA has a separate retirement plan, a defined contribution plan, in which all employees participate. Employer contributions are equal to 6% to 8% of the employee's annual compensation with all contributions made by the CRA on behalf of the employees. Contributions are made directly to the investment fund selected by the employees and are held in the employee's name. The CRA maintains no additional liability or investment management duties as related to the investments. Vesting is 100%, effective at time of hire. For fiscal year ending September 30, 2012, employer contributions totaled approximately $25,000.

General Employees' Retirement System

The City of Riviera Beach General Employees' Retirement System covers all employees except police officers and firemen. The City reports the plan as a trust fund in the financial statements. The plan does not issue separate financial statements. The plan is administered by a seven-person board, of which four members are appointed by the Mayor with approval of the City Council, and three members are elected by plan participants. The plan may be amended by the City Council. The Plan was established under of the Code of Ordinances for the City of Riviera Beach, Part II, Chapter 14, Article II, and was recently amended under the following Ordinances:

- Ordinance No. 3086 passed and adopted on February 2, 2011, the limitation on DROP participation was increased from 30 years to 35 years of credited service to the City.
- Ordinance No. 3093 passed and adopted on May 24, 2011 added provisions related to Internal Revenue Service (IRS) and State compliance.
- Ordinance No. 4005 passed and adopted on September 21, 2011 clarified that the

NOTE 11 – PENSION PLANS (Continued)

- Normal Retirement Date for terminated vested members is based on the date as defined in the Plan using actual services as of termination date and later age, in accordance with ongoing practice.
- Ordinance No. 4006 passed and adopted on September 21, 2011 allows active members who were age 59 or older who terminated employment on or before September 30, 2011 to purchase additional service up to a maximum of 6 months provided such members paid the full actuarial cost for the additional service.

The Plan is also governed by certain provisions of Part VII, Chapter 112, Florida Statutes and the Internal Revenue Code.

Employees contribute 6% of earnings and the City contributes the remaining amount necessary to meet the normal cost of the plan and to make payments towards the liquidation of an unfunded past service liability. The vesting schedule under the plan begins at 50% after 8 years of continuous service, increases to 75% after 9 years, and up to 100% after 10 years.

Participants are also eligible for normal retirement when the total of age plus years of service equals 75 or more, or age 65. Employee contributions are refundable if the employee is not vested at the date of employment termination. The normal retirement benefit is equal to 3% of the average monthly earnings for each year of service calculated, based on the highest two consecutive years of the last ten years of service preceding the retirement or termination date.

Pension expense is based on an annual actuarial valuation. The actuarial valuation is performed at the beginning of the preceding fiscal year and is used to determine the pension funding required during the next budget year. In the past, the City funded pension expense based on the required employer contribution amount as determined by the actuarial valuation. For fiscal year ending September 30, 2012, the City funded pension expense based on the percent-of-payroll rate as determined by the actuarial valuation and applied to the actual active member actual covered payroll for the fiscal year. For the fiscal year ending September 30, 2012, the City's contribution was $3,450,987 or 38.12% of payroll based on a payroll amount of $9,053,300 which is slightly higher than the minimum required contribution of 37.29% of payroll.

Three-Year Trend Information

Fiscal Year Ending	Annual Pension Cost (APC)	Actual Pension Contribution	Percentage of APC Contributed	Net Pension Obligation
9/30/2010	$3,356,626	$3,428,510	102.1%	($753,974)
9/30/2011	3,165,004	3,223,859	101.9%	(812,829)
9/30/2012	3,431,964	3,450,987	100.6%	(831,852)

NOTE 11 – PENSION PLANS (Continued)

Summary of significant accounting policies

Basis of accounting: The General Employees' Retirement System financial statements are presented using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions are recognized when due, and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

Valuation of investments: All plan investments are reported at fair value. Securities traded on a national exchange are valued at the last reported sales price on the balance sheet date while securities without an established market are reported at estimated fair value.

Plan's membership information

As of October 1, 2012, the General Employee's membership consisted of:

Description of plan members:	
Retirees and Beneficiaries currently receiving benefits and terminated employees entitled to, but not yet receiving benefits	189
Active employees	198
Total	**387**

Actuarial Methods and Assumptions

Actuarial methods and significant actuarial assumptions used to determine the annual required contribution for the current fiscal year are as follows:

Valuation date	October 1, 2012
Actuarial cost method	Entry age normal
Amortization method	Level percent of payroll, closed
Single equivalent amortization period	22 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return	7.6%
Projected salary increases	3% for the next two years, then 6.2% to 11% based on service
Inflation and other general increases included above	3.0%
Cost of living adjustments	None

NOTE 11 – PENSION PLANS (Continued)

Annual Pension Cost and Changes in Net Pension Assets

The City's annual pension cost (APC) and net pension obligations (NPO) for the General Employee's Pension Plan for the past three years are summarized below:

Fiscal year ending September 30	2012	2011	2010
Annual Required Contribution	$3,375,976	$3,097,988	$3,292,386
Deduct: Interest on Net Pension Asset	(62,588)	(58,810)	(53,885)
Adjustment to Annual Required Contribution	(118,576)	(125,826)	(118,125)
Annual Pension Cost	3,431,964	3,165,004	3,356,626
Less: Actual Contribution	3,450,987	3,223,859	3,428,510
(Decrease)/Increase in Net Pension	(19,023)	(58,855)	(71,884)
Net Pension Asset, Beginning of year	(812,829)	(753,974)	(682,090)
Net Pension Asset, End of year	($831,852)	($812,829)	($753,974)
Percent of APC contributed each year	100.6%	101.9%	102.1%

Riviera Beach Police Pension Plan

The Riviera Beach Police Pension Fund covers all non-civilian police department employees. The fund is administered by an independent board of trustees consisting of five members, two of whom are appointed by the City Council and three of whom are elected. Plan amendments are subject to City approval. The Police Pension fund is an independent entity that is accounted for separately and is not reported as a fiduciary trust fund in the City's financial statements.

Employees contribute 8% of earnings. The City contributes the remaining amount which together with the contributions from the police officers and the amount provided by the State of Florida and derived from an insurance premium tax, is sufficient to cover the normal cost and to fund an actuarial deficiency.

Any police officer who completes ten or more years of service and attains the age of 55, or completes 20 years of creditable service as a police office and has been a member of the pension fund for such period, is eligible for normal retirement benefits. The amount of the monthly retirement income payable to a police officer eligible for normal retirement benefits is equal to the number of years of credited service multiplied by 3% of average final compensation, as calculated based on the highest two (2) consecutive of the last ten (10) years of contributing service.

Pension expense is determined based on an annual actuarial calculation. The actuarial valuation is performed at the beginning of the preceding fiscal year and is used to determine the pension funding required during the next budget year. In the past, the City funded pension expense based on the required employer contribution amount as determined by the actuarial valuation. For fiscal year ending September 30, 2012, the City funded pension expense based

NOTE 11 – PENSION PLANS (Continued)

on the percent-of-payroll rate as determined by the actuarial valuation and applied to the actual active member actual covered payroll for the fiscal year.

For the fiscal year ending September 30, 2012, contributions totaling $2,545,268 [$2,101,713 employer ($1,883,955 from the City and $217,758 from the State under Chapter 185) and $433,555 employee] were made in accordance with the contribution requirements determined by an actuarial valuation of the plan. A copy of the actuarial valuation report may be obtained from the City of Riviera Beach, Finance Department.

Plan's membership information

As of September 30, 2012, the police pension plan membership consisted of:

Description of plan members:	
Retirees and Beneficiaries currently receiving benefits and terminated employees entitled to, but not yet receiving benefits	82
Active employees	97
Total	**179**

Actuarial Methods and Assumptions

Actuarial methods and significant actuarial assumptions used to determine the annual required contribution for the current fiscal year are as follows:

Valuation date	October 1, 2011
Actuarial cost method	Frozen entry age
Amortization method	Level percent of payroll, closed
Remaining amortization period	5 to 25 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return	7.50%
Projected salary increase attributable to:	
Inflation	4.50%
Seniority and merit	4.10% to 0.40%
Cost of living adjustments	None

Annual Pension Cost and Changes in Net Pension Assets

The City's annual pension cost (APC) and net pension obligations (NPO) for the Police Pension Plan were not available.

NOTE 11 – PENSION PLANS (Continued)

Firefighters' Pension Trust Fund

The Riviera Beach Firefighters' Pension Trust Fund covers all firemen and fire department officers. The plan is administered by an independent board of trustees consisting of five members, two of whom are appointed by the City Council and three of whom are elected. The plan is an independent entity that is accounted for separately and is not reported as a fiduciary trust fund in the City's financial statements.

Employees contribute 8% of earnings. The City contributes the remaining amount, which together with contributions from the firefighters and any amount provided by the State of Florida is sufficient to cover the net annual cost and to fund an actuarial deficiency.

Any firefighter who completes 20 years of contributing service regardless of age, or who completes 10 years of contributing service and attains age 55 may retire with normal benefits. Normal retirement benefits are equal to the number of years of creditable service multiplied by 3% of average final compensation as calculated based on the highest two (2) of the last ten (10) years of contributing service.

Pension expense is determined based on an annual actuarial calculation. The actuarial valuation is performed at the beginning of the preceding fiscal year and is used to determine the pension funding required during the next budget year. In the past, the City funded pension expense based on the required employer contribution amount as determined by the actuarial valuation. For fiscal year ending September 30, 2012, the City funded pension expense based on the percent-of-payroll rate as determined by the actuarial valuation and applied to the actual active member actual covered payroll for the fiscal year.

For the fiscal year ending September 30, 2012, the actual employer and State contributions were $1,506,228 and $86,456 respectively, totaling $1,592,684 or 38.97% of payroll based on a payroll amount of $4,087,097. The required contribution was 44.04% of payroll. An annual actuarial valuation report can be obtained from the City of Riviera Beach, Finance Department.

Three-Year Trend Information

Fiscal Year Ending	Annual Pension Cost (APC)	Actual Pension Contribution	Percentage of APC Contributed	Net Pension Obligation
9/30/2010	$2,267,636	$2,490,864	98.3%	($1,037,850)
9/30/2011	1,994,201	1,989,428	99.8	(1,033,077)
9/30/2012	1,629,124	1,592,684	97.8	(996,637)

NOTE 11 – PENSION PLANS (Continued)

Plan's membership information

As of September 30, 2012, the firefighters' pension plan membership consisted of:

Description of plan members:

Retirees and Beneficiaries currently receiving benefits and terminated employees entitled to, but not yet receiving benefits	57
Active employees	61
Total	**118**

Actuarial Methods and Assumptions

Actuarial methods and significant actuarial assumptions used to determine the annual required contribution for the current fiscal year are as follows:

Valuation date	October 1, 2012
Actuarial cost method	Entry age normal
Amortization method	Level percent of payroll,
Remaining amortization period	30 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return	7.45%
Projected salary increases	7.50%
Inflation and other general increases	3.00%

Annual Pension Cost and Changes in Net Pension Assets

The City's annual pension cost (APC) and net pension obligations (NPO) for the Firefighters' Pension Plan for the past three years are summarized below:

Fiscal year ending September 30	2012	2011	2010
Annual Required Contribution	$1,586,612	$1,951,123	$2,292,992
Deduct: Interest on Net Pension Asset	(78,514)	(80,433)	(83,351)
Adjustment to Annual Required Contribution	(121,026)	(123,511)	(120,995)
Annual Pension Cost	1,629,124	1,994,201	2,267,636
Less: Actual contributions made	1,592,684	1,989,428	2,229,992
(Decrease)/Increase in Net Pension	36,440	4,773	37,644
Net Pension Asset, Beginning of year	(1,033,077)	(1,037,850)	(1,075,494)
Net Pension Asset, End of year	($996,637)	($1,033,077)	($1,037,850)

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS

The City's Other Post Employment Benefits Plan is reported in accordance with Government Accounting Standard Board Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions (OPEB)* issued in June 2004. GASB 45 requires employer governments to account for and report the annual cost of other postemployment benefits in the same manner as they do for pensions. The City recognizes the cost of postemployment healthcare in the year when the employee services are received, reports the accumulated liability from prior years, and provides information useful in assessing potential demands on the City's future cash flows.

According to Section 112.08, Florida Statutes, the City is required to permit eligible retirees and their eligible dependents to participate in the City's health insurance program at a cost to the retiree that is no greater than the cost at which coverage is available to active employees. The City's underlying health plans are fully insured. These retirees are required to pay the full amount of the premium in order to remain covered under the medical plan. The premiums charged by the insurance company are based on the blending of the experience among active employees and older retired employees. Since the older retirees actually have higher costs, this means that the City is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of that premium on behalf of the active employees. GASB refers to this as the "implicit rate subsidy."

Plan Description: All full time employees of the City who satisfy the Disability, Early or Normal Retirement provisions of the applicable City sponsored retirement plan may be eligible for certain Other Post-Employment Benefits (OPEB). The OPEB benefits include lifetime access to coverage for the retiree and dependents under the Medical and Prescription Plans as well as participation in the dental, vision, and life insurance group plans sponsored by the City for employees.

Eligible retirees may choose among the same Medical Plan options available for active employees of the City. Dependents of retirees may be covered at the retiree's option the same as dependents of active employees. Prescription Drug coverage is automatically extended to retirees and their dependents who continue coverage under any one of the Medical Plan options. Covered retirees and their dependents are subject to all the same Medical and Prescription benefits and rules for coverage as are active employees. Retirees and their dependents age 65 and over are not required to enroll for Part B under Medicare in order to remain covered under the program. The plan pays as secondary for claims otherwise covered under Part B for those who actually enroll.

In order to begin and maintain retiree Medical/Prescription coverage, premium contributions are required from the retiree. For dependent coverage, the retiree is required to pay a premium as well. If any required amounts are not paid timely, the coverage for the retiree and/or the dependent(s) will cease. The amount of the contributions required for retiree and dependent coverage may change from time to time.

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)

Retirees may also continue their participation in the City-sponsored dental, vision, and life insurance plans. However, these benefits are not considered as other post-employment benefits for the purposes of GASB Statement No. 45.

Funding Policy: Currently, the City's OPEB benefits are unfunded. That is, there is no separate Trust Fund or equivalent arrangement into which the City would make contributions to advance-fund the obligation, as it does for its pension plans. Therefore, the ultimate subsidies which are provided over time, are financed directly by the general assets of the City, which are invested in very short-term fixed income instruments according to its current investment policy. All approved benefits are paid by the City when due. Consequently, according to GASB No. 45, the interest discount rate used to calculate the present values and costs of the OPEB must be long-range expected return on such short-term fixed income instruments. The City selected an interest discount rate of 3.75% compounded annually for this purpose.

Based on the actuarial valuation results as of October 1, 2011, the number of participants included in the plan is as follows:

Number of participants covered:	
Active participants	414
Retired participants and surviving spouses	44
Total participants	458

Actuarial Methods and Assumptions

In any long-term Actuarial Valuation (such as for Pensions and OPEBs), certain demographic, economic and behavioral assumptions are made concerning the population, the investment discount rates and the benefits provided. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Future determinations of the funded status of the plan and the employer's annual required contributions are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. These Actuarial Assumptions form the basis for the actuarial model which is used to project the future population, the future benefits provided, and the future contributions collected. Then the investment discount rate assumption is used to discount those projected net OPEB benefits to a present value. This and other related present values are used to calculate the Annual OPEB Cost that will be expensed in the City's financial statements and the Unfunded Actuarial Accrued Liability disclosed in the statements as well. Calculations for financial reporting purposes are based on the benefits provided under terms of the substantive plan (the plan as understood by the employer and the plan members) in effect at the time of each valuation and on the pattern of sharing of costs between the employer and plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the employer and plan members in the future.

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)

Actuarial methods and significant actuarial assumptions used for the current year are summarized below:

Actuarial valuation date	October 1, 2011
Actuarial cost method	Entry age
Amortization method	Level % closed
Remaining amortization period	28 years
Asset valuation method	Unfunded
Actuarial assumptions:	
Investment rate of return	3.75%
Projected salary increases	6.2% - 11.0%
Inflation rate for above items	3%
Payroll growth assumptions	4%

Annual OPEB Cost and Net OPEB Obligation

The annual OPEB cost is the amount that is expensed for the year. Since the City's OPEB plan is currently unfunded, the offset to that expense comes from actual subsidies expected to be paid on behalf of the current retirees and their dependents for the current year. This offset is called the Employer Contribution, and equals the total age-adjusted premiums paid by the City for coverage for the retirees and their dependents for the year (net of the retiree's own payments for the year). The annual OPEB cost accrued for the fiscal year was $1,039,323 an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The annual OPEB cost and the net OPEB obligation (asset) for the fiscal year ended September 30, 2012 and the preceding years are presented below:

Fiscal year ending September 30	2012	2011	2010
Normal cost (service cost for one year)	$701,423	$861,022	$826,283
Amortization of Unfunded Actuarial Accrued Liability	315,365	293,935	282,630
Annual Required Contribution (ARC)	1,016,788	1,154,957	1,108,913
Net OPEB obligation (NOO), beginning of year	1,927,832	965,582	-
Annual Required Contribution (ARC)	1,016,788	1,154,957	1,108,913
Interest on Normal Cost and Amortization	72,294	36,209	-
Adjustment to ARC	(66,637)	(32,186)	-
Annual OPEB Cost (expense)	1,022,445	1,158,980	1,108,913
Employer contributions made	(183,132)	(196,730)	(143,331)
Increase (decrease) in NOO	839,313	962,250	965,582
Net OPEB obligation (NOO), end of year	**$2,767,145**	**$1,927,832**	**$965,582**

NOTE 13 – RELATED PARTY TRANSACTIONS

On July 5, 2006, the City issued the Community Redevelopment Projects Note, Series 2006, to refund the Series 2002A and Series 2003A Community Redevelopment Bond Anticipation Notes. See **NOTE 7**, "Long-Term Debt", for details related to the note payable.

The CRA and the City entered into an inter-local agreement related to the repayment of the Series 2006 Note. Pursuant to this agreement, the CRA has pledged to pay the City the Increment Revenues for related payments, in an amount sufficient to pay the ongoing payments and any accumulated deficiency.

The CRA is included in the City's financial statements as a blended component unit. The City has outstanding loan receivable due from the CRA of $10,194,621 at September 30, 2012, representing payments made by the City, on behalf of the CRA, to Ocean Mall Redevelopment, LLC. (OMRD) for construction and improvements to the Ocean Mall and the Municipal Beach. The receivable is reported on the City's balance sheet in the Internal Service fund as an advance from other funds. The principal and interest repayment schedule is described in Note 15-A, "Interlocal Agreements" below.

NOTE 14 – CONDUIT DEBT

In April, 2012 through the City's Resolution No. 47-12, the City Council approved an interlocal agreement between the City and Capital Trust Agency authorizing the issuance of approximately $14,725,000 of its housing revenue bonds in one or more series from time to time to provide financing or refinancing the costs of acquiring, upgrading, reconditioning, improving and beautification of an existing 216 unit low income multifamily rental housing facility for the elderly and families known as the Stonybrook Apartments located in the City. The City has no liability for these bonds in the event of default by the borrower. All bond proceeds were fully disbursed on December 31, 2012, with the first principal payment due on April 1, 2013 with a maturity date of April 1, 2047. As of September 30, 2012, the outstanding principal balance was $14,275,000.

NOTE 15 – INTERLOCAL AGREEMENTS, COMMITMENTS & CONTINGENCIES

A. Interlocal Agreements

On October 21, 2009 through the City's Resolution No. 135-09, the City of Riviera Beach and the Riviera Beach Redevelopment Agency (CRA) entered into a loan agreement where the City agreed to loan the CRA an amount not to exceed $10,400,000.

The City agreed to loan the CRA up to $10,400,000 to be used for construction and certain improvements to the Ocean Mall and Municipal Beach properties that included infrastructure enhancements as agreed to in an agreement between, the City, the CRA, and the Ocean Mall Redevelopment, LLC (OMRD). On behalf of the CRA, the City advanced the loan proceeds to OMRD based on draw requests from OMRD for construction of the improvements based on inspection and approval of the requests by the City.

On April 27, 2011 through the City's Resolution No. 52-11, the City agreed to modify the loan agreement approved on October 21, 2009 with the CRA by offering more flexible terms to the

NOTE 15 – INTERLOCAL AGREEMENTS, COMMITMENTS & CONTINGENCIES (Continued)

CRA. The City modified the loan repayment terms of the original agreement with three repayment phases being the construction period, principal deferment period of five years, and principal and interest repayment period over a period of ten years.

The CRA agreed to repay the City principal and interest as follows:

1. Commencing on October 15, 2009 and continuing through June 30, 2011, all accrued and unpaid interest at 4.75% per annum on the principal as paid by the City to OMRD.
2. The City agreed to defer the principal payment for a period of five years commencing July 1, 2011 through June 30, 2016.
3. Commencing on July 1, 2011 through June 30, 2016, the interest on the principal amount paid to OMRD will be reduced to 2% per annum.
4. From July 1, 2016 and continuing annually through July 1, 2026, a payment of principal and interest, based on an interest of 4.75% per annum, is due and payable each July 1, commencing on July 1, 2016 until July 1, 2025 based on a fifteen year amortization.

B. Construction

As of September 30, 2012, the outstanding commitment relating to projects for the City, USD, Stormwater, and the Marina. Projects are funded from various sources, including bonds and notes payable, grantor contributions and City-funded amounts from the general fund and capital project funds. At September 30, 2012, the City's commitments with contractors are as follows:

	Approved Contract Amount	Expended at September 30, 2012	Balance to Complete
Governmental funds	40,995,980	21,289,768	$19,706,211
Business-type funds	27,521,944	10,074,803	$17,447,141
Total	**$68,517,924**	**$31,364,571**	**$37,153,352**

C. Lawsuits

Various claims and lawsuits are pending against the City. They include pending include workers' compensation claims, accident liability and negligence claims and/or lawsuits, employment claims, and other suits, some which are valid and others which are frivolous. The City has purchased liability insurance that will assist in covering most judgments on lawsuits (excluding breach of contract claims). City management estimates that the combined out of pocket net liability to the City to be in the range of $500,000 to $1,000,000 as of September 30, 2012.

NOTE 15 – INTERLOCAL AGREEMENTS, COMMITMENTS & CONTINGENCIES (Continued)

D. Other Contingency

The City has a reported accounts receivable from Solitron Devices Inc**.** for approximately $143,654 as of September 30, 2012. The purpose of this receivable is for the collection of amounts due to the City in response to Solitron's Plan of Reorganization. The City received total payments of approximately $4,186 during the fiscal year ended September 30, 2012. Property formerly owned by Solitron has been determined to be contaminated. The water contamination and clean-up is the responsibility of Honeywell, Solitron Device's parent company. In addition, the USD, a blended component unit of the City, operates four air strippers at its water treatment plant to remediate contaminated groundwater by removing related contaminants from its drinking water. The design and installation costs, which were partially funded by federal grants, exceeded $800,000.

Annual operating and maintenance costs of the air strippers have been estimated at $260,500. Although the United States Environmental Protection Agency reimbursed the City for some of these costs during prior years, this assistance has since ceased and the entire operation and maintenance costs are now borne solely by USD.

E. Amounts received from grantors

Amounts receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal and state governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable special revenue funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

NOTE 16 – DEFERRED IMPROVEMENT FUNDS

The City and the CRA entered into an Agreement during the fiscal year ended September 30, 2012, wherein accrued receivables from prior years due to the City from the CRA in the amount of $1,530,014 would be deferred and used for improvements to the Marina. The improvements to the Marina will be a joint effort between the City and CRA.

NOTE 17 – ON-BEHALF PAYMENTS

The State of Florida makes a contribution to the Public Safety Officers' and Firefighters' Retirement Plans from the Casualty Insurance Premium Tax and the Fire Insurance Premium Tax. For the year ending September 30, 2012, the City recorded approximately $575,792 as revenue and expenditures in the General Fund related to on-behalf payments received from the State of Florida for the following: Riviera Beach Police Pension Fund for $217,759, and Riviera Beach Municipal Firefighters' Pension Trust Fund for $358,033.

NOTE 18 – STEWARDSHIP

For the year ended September 30, 2012, expenditures exceeded appropriations for the following General Fund departments:

Department	Amount
Information Technology	$14,028
Human Resources	13,696
Community Development	123,512
Police	88,518
Public Works	229,880
Parks & Recreation	108,837
Civil Drug Court	15,661
Purchasing	9,370
Total	**$603,502**

The City offered a vacation and sick leave buy-back program and employees were given the opportunity to cash out on a certain portion of their unused vacation and sick leave benefits which were not budgeted for. For employees who enter the City's Deferred Retirement Option Plan (DROP), the City is required to make payments to the employees for their unused vacation and sick leave benefits over a period of five years and such payments were not budgeted for during the fiscal year.

The City improved its parks and medians resulting in an increase in utility costs in the Parks and Recreation and Public Works Departments which were not budgeted for in the fiscal year.

NOTE 19 – PRIOR PERIOD ADJUSTMENTS

A prior period adjustment of $3,639,202 was made to increase the beginning fund balance of governmental activities due to the recording of an outstanding amount due to the City from USD for ½ of each new impact fee collected by USD for fiscal years 2005 to 2011 pursuant to Asset Purchase Agreement Section 2.03(c) dated September 2004 between the City and the USD. A prior period adjustment of $3,639,202 was made to decrease the beginning net assets of USD which represents the obligation that the USD has to the City for the ½ impact fees collected that is due to the City. The restatement of the beginning fund balance of governmental activities and the beginning net assets of USD is summarized as follows:

	Governmental Activities
Fund balance at October 1, 2011, as previously stated	$57,301,209
Prior period adjustment	3,639,202
Fund balance at October 1, 2011, as restated	$60,940,411

NOTE 19 – PRIOR PERIOD ADJUSTMENTS (Continued)

	Utility Special District
Net assets at October 1, 2011, as previously stated	$45,160,801
Prior period adjustment	(3,639,202)
Net assets at October 1, 2011, as restated	$41,521,599

NOTE 20 – SUBSEQUENT EVENTS

On November 5, 2012, through City Resolution No. 128-12, the City approved the acquisition and renovation of real property comprising 122,725 square feet to accommodate the public safety (police and fire) operations, emergency operation center, public works, and stormwater operations, which resulted in the amendment of the City's Five-Year Capital Projects Plan for Fiscal Years 2012/2013 to 2016/2017. The City purchased the property for $6,600,000 and will receive personal property valued at $225,000 from the seller.

NOTE 21 – MANAGEMENT'S REVIEW

Management has evaluated subsequent events through March 29, 2013, the date which the financial statements were available for issue.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF RIVIERA BEACH, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR FISCAL YEAR ENDED SEPTEMBER 30, 2012

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Taxes	$26,211,191	26,211,191	$26,114,850	($96,341)
Licenses and permits	1,335,900	1,335,900	1,231,233	(104,667)
Intergovernmental	4,860,825	4,860,825	4,780,363	(80,462)
Charges for services	13,920,758	13,920,758	12,370,312	(1,550,446)
Fines and forfeitures	521,500	521,500	276,665	(244,835)
Loan and capital lease proceeds	-	-	614,868	614,868
Investment earnings	40,500	40,500	(182,481)	(222,981)
Miscellaneous	233,205	253,205	584,326	331,121
Grants and contributions	-	90,000	128,652	38,652
Total revenues	47,123,879	47,233,879	45,918,789	(1,315,090)
Expenditures:				
Current:				
General government	15,992,206	15,993,456	15,131,531	861,925
Public safety	25,554,307	25,551,507	25,706,435	(154,928)
Transportation	930,551	949,754	1,012,555	(62,801)
Human services	151,775	151,775	180,386	(28,611)
Culture and recreation	3,498,665	3,562,665	3,831,948	(269,283)
Economic environment	15,000	15,000	37,531	(22,531)
Capital outlay	211,766	241,863	962,648	(720,785)
Total expenditures	46,354,270	46,466,020	46,863,034	(397,014)
Excess (deficiency) of revenues over expenditures	769,609	767,859	(944,245)	(918,076)
Other financing sources (uses):				
Operating transfers in	12,000	15,000	60,000	45,000
Operating transfers out	(781,609)	(841,609)	(829,608)	12,001
Total other financing sources (uses)	(769,609)	(826,609)	(769,608)	57,001
Net change in fund balance	-	-	(1,713,853)	
Fund balance - beginning			15,754,409	
Fund balance - ending			$14,040,556	

CITY OF RIVIERA BEACH, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
FOR FISCAL YEAR ENDED SEPTEMBER 30, 2012

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Tax increment financing (TIF)	$4,960,384	$5,147,222	$5,110,866	($36,356)
Investment earnings	7,000	88,000	110,992	22,992
Miscellaneous income	12,000	-	33,600	33,600
Total revenues	4,979,384	5,235,222	5,255,458	20,236
Expenditures:				
Current				
General government	1,880,484	2,026,154	1,572,534	453,620
Redevelopment program	4,729,000	7,607,944	1,109,999	6,497,945
Capital outlay	10,000	1,007,000	6,687	1,000,313
Debt service:				
Prinicipal retirmeent	355,129	2,057,886	2,057,886	-
Interest and fiscal charges	1,299,621	1,571,895	1,581,438	(9,543)
Total expenditures	8,274,234	14,270,879	6,328,544	7,942,335
Excess (deficiency) of revenues over (under) expenditures	3,294,850	9,035,657	1,073,086	7,922,099
Other financing sources:				
Reallocation of City accrued payables	-	1,570,414	-	(1,570,414)
Carryforward from BB&T Project Loan	-	4,626,277	-	(4,626,277)
Carryforward from General Gund	3,294,850	2,838,966	-	(2,838,966)
	3,294,850	9,035,657	-	(9,035,657)
Net change in fund balance	$0	$0	($1,073,086)	($1,113,558)
Fund balance, beginning			20,971,878	
Fund balance, ending			$19,898,792	

CITY OF RIVIERA BEACH, FLORIDA
NOTES TO THE BUDGETARY COMPARISON SCHEDULE
FOR FISCAL YEAR ENDED SEPTEMBER 30, 2012

NOTE 1 – BUDGETARY BASIS

The budget is presented on a basis consistent with Generally Accepted Accounting Principles ("GAAP"). The GAAP basis of accounting for governmental funds uses the modified accrual method in which revenues are recorded when received or when they are both measurable and available to be used for current year liabilities. Proprietary funds are maintained and budgeted for on the accrual basis of accounting which records revenues when earned and expenses when a liability is incurred.

NOTE 2 – DEFICIT FUND BALANCES

As of September 30, 2012, there were no funds with deficit fund balances.

CITY OF RIVIERA BEACH, FLORIDA
SCHEDULE OF FUNDING PROGRESS
SEPTEMBER 30, 2012
(Unaudited)

The schedule of funding progress presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the AAL for benefits. The projection for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations.

General Employees' Retirement System:

Actuarial Valuation Date	Actuarial value of assets (a)	Actuarial Accrued Liability (AAL) – Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a percentage of Covered Payroll ([b - a] / c)
10/1/2010	47,940	77,147	29,207	62.1%	10,400	280.8%
10/1/2011	50,998	83,391	32,393	61.2%	9,190	352.5%
10/1/2012	51,660	85,053	33,393	60.7%	9,009	370.7%

Police Pension Fund:

Actuarial Valuation Date	Actuarial value of assets (a)	Actuarial Accrued Liability (AAL) – Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a percentage of Covered Payroll ([b - a] / c)
10/1/2010	50,156	62,134	11,978	80.7%	6,145	194.9%
10/1/2011	49,853	62,899	13,046	79.3%	5,342	244.2%
10/1/2012	49,402	63,842	14,440	77.4%	5,364	269.2%

Firefighters' Pension Fund:

Actuarial Valuation Date	Actuarial value of assets (a)	Actuarial Accrued Liability (AAL) – Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a percentage of Covered Payroll ([b - a] / c)
10/1/2010	44,451	51,671	7,220	86.0%	4,883	147.9%
10/1/2011	45,744	55,325	9,581	82.7%	4,239	226.0%
10/1/2012	46,831	58,172	11,341	80.5%	4,217	269.0%

Other Post Employment Benefits (OPEB):

Actuarial Valuation Date	Actuarial value of assets (a)	Actuarial Accrued Liability (AAL) – Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a percentage of Covered Payroll ([b - a] / c)
10/1/2009	$0	$8,621,762	$8,621,762	0.0%	$24,435,877	35.28%
10/1/2011	0	8,957,160	8,957,160	0.0%	19,724,066	45.41%

Dollar amounts are in thousands.

OTHER SUPPLEMENTARY INFORMATION

CITY OF RIVIERA BEACH, FLORIDA
NON MAJOR SPECIAL REVENUE FUNDS
COMBINING BALANCE SHEET
SEPTEMBER 30, 2012

	Weed & Seed Grant	CD Block Grant	Urban Mass Transit AST	County Grants	Special Revenue Grant Police	Law Enforcement Block Grant	Major Disaster	Other Special Revenue Funds	Total
Assets									
Cash and cash equivalents	$ 87,018	$ 187,201	$ 189,729	$ 60,767	$ 237,401	$ 22,797	$ 1,004,582	$ 3,856,419	$ 5,645,915
Receivables, net									
Accounts	25,022	-	1,690,597	121,697	76,940	372,844	443,415	2,829,512	5,560,028
Inventory	-	-	-	-	-	-	-	716,085	716,085
Due from other funds	-	-	-	-	-	-	1,600,000	4,674	1,604,674
Total assets	$ 112,041	$ 187,201	$ 1,880,326	$ 182,464	$ 314,341	$ 395,641	$ 3,047,997	$ 7,406,691	$ 13,526,702
Liabilities									
Current liabilities:									
Accounts payable	$ 447	$ -	$ -	$ -	$ 4,072	$ 33	$ -	$ 125,945	$ 130,497
Accrued liabilities	-	-	-	-	-	-	-	9,961	9,962
Due to other funds	65,518	18,200	255,315	114,542	-	190,800	-	5,013,262	5,657,637
Other liabilities	635	-	-	-	-	-	-	2,569	3,204
Deferred revenues and improvement funds	-	-	950,667	-	-	17,543	368,171	6,945	1,343,326
Total liabilities	66,601	18,200	1,205,982	114,542	4,072	208,375	368,171	5,158,683	7,144,625
Fund Balances (Deficits)									
Nonspendable									
Inventory	-	-	-	-	-	-	-	716,085	716,085
Restricted									
Special revenue	45,440	169,001	674,344	67,922	310,269	187,266	-	-	1,454,243
Committed	-	-	-	-	-	-	2,679,826	-	2,679,826
Unassigned									
Special revenue funds	-	-	-	-	-	-	-	1,531,923	1,531,923
Total fund balances (deficits)	45,440	169,001	674,344	67,922	310,269	187,266	2,679,826	2,248,008	6,382,077
Total liabilities and fund balances	$ 112,041	$ 187,201	$ 1,880,326	$ 182,464	$ 314,341	$ 395,641	$ 3,047,997	$ 7,406,691	$ 13,526,702

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
NON MAJOR SPECIAL REVENUE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

	Weed & Seed Grant	CD Block Grant	Urban Mass Transit AST	County Grants	Special Revenue Grant Police	Law Enforcement Block Grant	Major Disaster	Other Special Revenue Funds	Total
Revenues									
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental	-	-	-	-	-	-	-	234,986	234,986
Investment earnings	4	58	2,183	54	118	10	5,315	268	8,010
Grants and contributions	-	266,901	6,204,078	106,042	83,139	770,828	-	2,456,565	9,887,553
Total Revenues	4	266,959	6,206,261	106,096	83,257	770,838	5,315	2,691,819	10,130,550
Expenditures									
Current									
General government	-	-	-	-	-	-	1,625	-	1,625
Public safety	8,355	-	-	-	83,139	677,298	-	159,893	928,686
Transportation	-	-	111,956	-	-	-	-	-	111,956
Human services	-	-	-	-	-	-	-	544,452	544,452
Culture and recreation	-	-	-	-	-	-	-	26,583	26,583
Economic environment	-	-	-	8,377	-	-	-	92,909	101,287
Capital outlay	-	266,901	5,700,726	91,042	-	-	-	26,100	6,084,768
Total Expenditures	8,355	266,901	5,812,682	99,419	83,139	677,298	1,625	849,937	7,799,357
Excess (deficiency) of revenues over expenditures	(8,351)	58	393,579	6,677	118	93,540	3,690	1,841,882	2,331,193
Other financing sources (uses)									
Transfers in	-	-	-	-	-	-	395,634	100,000	495,634
Total other financing sources (uses)	-	-	-	-	-	-	395,634	100,000	495,634
Net changes in fund balances	(8,351)	58	393,579	6,677	118	93,540	399,324	1,941,882	2,826,827
Fund balance (deficit) - beginning	53,791	168,943	280,765	61,245	310,151	93,726	2,280,503	306,126	3,555,250
Fund balance (deficit) - ending	$ 45,440	$ 169,001	$ 674,344	$ 67,922	$ 310,269	$ 187,266	$ 2,679,826	$ 2,248,008	$ 6,382,077

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
NON MAJOR DEBT SERVICE FUNDS
COMBINING BALANCE SHEET
SEPTEMBER 30, 2012

	Series 2001
Assets	
Current assets:	
Cash and cash equivalents	$ 387,129
Total assets	$ 387,129
Liabilities	
Current liabilities:	
Accounts payable	$ -
Fund Balances	
Restricted	
Debt Service	387,129
Total fund balances	387,129
Total liabilities and fund balances	$ 387,129

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
NON MAJOR DEBT SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
SEPTEMBER 30, 2012

	Series 2001
Revenues	
Taxes	$ -
Investment earnings	895
Total Revenues	895
Expenditures	
Debt Service	
Principal	225,843
Interest	48,103
Other debt service costs	300
Total Expenditures	274,246
Excess (deficiency) of revenues over expenditures	(273,351)
Other financing sources (uses)	
Transfers in	273,974
Total other financing sources (uses)	273,974
Net changes in fund balances	624
Fund balance (deficit) - beginning	386,505
Fund balance (deficit) - ending	$ 387,129

The accompanying independent auditors' report and notes are an integral part of these financial statements

CITY OF RIVIERA BEACH, FLORIDA
NON MAJOR CAPITAL PROJECT FUNDS
COMBINING BALANCE SHEET
SEPTEMBER 30, 2012

	Paving and Drainage Construction	Public Improvement Bond Construction	Capital Impact Fee Construction	Strreet Improvement Bond	Total
Assets					
Current assets:					
Cash and cash equivalents	$ 970,459	$ 51,917	$ 2,195,170	$ 278,796	$ 3,496,341
Accounts receivable, net	75,425	-	-	-	75,425
Due from other funds	-	3,789,705	-	-	3,789,705
Total assets	$ 1,045,884	$ 3,841,622	$ 2,195,170	$ 278,796	$ 7,361,471
Liabilities					
Current liabilities:					
Accounts payable	$ 36,802	$ 8,981	$ 39,474	$ -	$ 85,258
Deferred revenues and improvement funds	27,029	-	-	-	27,029
Total liabilities	63,831	8,981	39,474	-	112,287
Fund Balances (Deficits)					
Restricted					
Capital project	982,052	3,832,641	2,155,696	278,796	7,249,184
Total fund balances (deficits)	982,052	3,832,641	2,155,696	278,796	7,249,184
Total liabilities and fund balances	$ 1,045,884	$ 3,841,622	$ 2,195,170	$ 278,796	$ 7,361,471

CITY OF RIVIERA BEACH, FLORIDA
NON MAJOR CAPITAL PROJECT FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

	Paving and Drainage Construction	Public Improvement Bond Construction	Impact Fee Construction	Street Improvement Bond	Total
Revenues					
Taxes	$ 222,571	$ -	$ -	$ -	$ 222,571
Charges for services	-	-	151,539	-	151,539
Investment earnings	2,337	150,825	6,888	788	160,838
Total Revenues	224,908	150,825	158,426	788	534,948
Expenditures					
Current					
Public safety	-	-	520	-	520
Transportation	172,335	-	-	-	172,335
Capital outlay	130,297	130,553	297,771	-	558,622
Total Expenditures	302,633	130,553	298,291	-	731,477
Excess (deficiency) of revenues over expenditures	(77,725)	20,271	(139,865)	788	(196,529)
Fund balance (deficit) - beginning	1,059,777	173,167	2,295,560	278,007	3,806,512
Prior period adjustment	-	3,639,202	-	-	3,639,202
Fund balance (deficit) - beginning restated	1,059,777	3,812,369	2,295,560	278,007	7,445,714
Fund balance (deficit) - ending	$ 982,052	$ 3,832,641	$ 2,155,696	$ 278,796	$ 7,249,184

The accompanying independent auditors' report and notes are an integral part of these financial statements

STATISTICAL SECTION

FINANCIAL TRENDS

(unaudited)

CITY OF RIVIERA BEACH, FLORIDA
NET ASSETS BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Governmental activities:										
Invested in capital assets, net of related debt	4,291,828	5,425,083	14,121,197	21,726,242	35,976,456	41,674,279	31,738,366	47,289,990	55,818,186	36,654,786
Restricted	169,597	22,355,657	22,283,567	21,814,425	21,399,921	28,205,633	25,960,389	21,336,521	37,987,138	39,571,281
Unrestricted	14,554,255	11,638,382	12,841,062	11,966,235	19,151,514	3,058,671	18,021,042	20,177,061	4,077,354	13,839,263
Total governmental activities net assets	19,015,680	39,419,122	49,245,826	55,506,902	76,527,891	72,938,583	75,719,797	88,803,572	97,882,678	90,065,330
Business-type activities:										
Invested in capital assets, net of related debt	26,163,967	19,206,017	20,892,355	7,942,752	816,200	1,798,847	3,623,089	5,881,998	9,290,712	17,056,826
Restricted	11,476,407	991,339	3,888,544	29,630,270	28,896,380	30,359,786	27,515,990	27,176,794	27,225,865	15,228,268
Unrestricted	2,272,637	10,226,971	9,900,548	3,986,085	15,449,598	14,892,471	12,250,922	16,547,594	17,922,555	39,662,512
Total business-type activities net assets	39,913,011	30,424,327	34,681,447	41,559,107	45,162,178	47,051,104	43,390,001	49,606,386	54,439,132	71,947,606
Total government:										
Invested in capital assets, net of related debt	30,455,795	24,631,100	35,013,552	29,668,994	36,792,656	43,473,126	35,361,455	53,171,988	65,108,898	53,711,612
Restricted	11,646,004	23,346,996	26,172,111	51,444,695	50,296,301	58,565,419	53,476,379	48,513,315	65,213,003	54,799,549
Unrestricted	16,826,892	21,865,353	22,741,610	15,952,320	34,601,112	17,951,142	30,271,964	36,724,655	21,999,909	53,501,775
Total governmental net assets	58,928,691	69,843,449	83,927,273	97,066,009	121,690,069	119,989,687	119,109,798	138,409,958	152,321,810	162,012,936

Source: City of Riviera Beach, Finance Department

Note: Information is not available prior to fiscal year 2003. The City of Riviera Beach implemented the financial reporting requirements of GASB Statement No. 34.

CITY OF RIVIERA BEACH, FLORIDA
CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Expenses:										
Governmental activities:										
General government	9,292,433	8,624,398	10,333,932	9,561,860	10,019,759	16,076,212	16,987,279	13,482,150	15,173,364	18,132,947
Public safety	20,718,187	21,445,400	26,582,781	26,140,210	27,212,410	26,733,258	31,374,513	29,181,690	29,006,785	28,092,367
Culture and recreation	4,327,590	5,802,380	5,766,713	7,679,033	5,484,935	5,376,579	4,493,520	4,862,154	5,014,393	4,552,035
Transportation	1,045,690	764,284	1,097,882	1,231,476	2,074,318	2,435,357	1,917,713	2,021,076	2,717,985	2,217,587
Human services	114,564	110,337	319,960	126,205	176,978	672,906	736,847	239,584	154,931	733,697
Physical and economic environment	-				-	451,574	3,213,269	3,769,088	2,291,586	1,354,783
Redevelopment program	-	1,793,492	584,856	708,122	367,599	3,081,725	-	-	-	-
Interest on long term debt	304,980	390,493	490,214	496,456	305,158	1,821,957	361,715	490,733	908,777	1,629,841
Total governmental activities	35,803,444	38,930,784	45,176,338	45,943,362	45,641,157	56,649,568	59,084,856	54,046,475	55,267,821	56,713,257
Business-type activities:										
Water and sewer	9,056,141	9,695,372	11,845,114	13,357,106	13,593,587	12,528,886	14,648,997	13,421,948	14,833,468	18,151,261
Marina	1,690,942	1,905,223	2,484,757	2,693,883	2,670,078	2,846,420	2,627,781	2,514,106	2,243,476	1,759,458
Refuse and stormwater	(7,208,648)	691,088	3,419,392	4,832,803	5,242,968	5,702,904	5,711,198	5,623,943	5,187,564	4,883,152
Interest on long term debt	-	-	-	-	-	-	-	-	-	1,575,606
Total business-type activities	3,538,435	12,291,683	17,749,263	20,883,792	21,506,633	21,078,210	22,987,976	21,559,997	22,264,508	26,369,477
Total government expenses	39,341,879	51,222,467	62,925,601	66,827,154	67,147,790	77,727,778	82,072,832	75,606,472	77,532,329	83,082,734
Program revenues:										
Governmental activities:										
Charges for services										
General government	2,721,705	2,214,096	3,436,722	2,630,510	685,881	6,904,276	4,868,886	6,809,910	6,967,484	5,274,854
Public safety	1,988,732	1,453,506	1,652,212	1,446,227	2,985,579		1,650,315	2,141,498	2,315,019	1,379,328
Culture and recreation	132,673	701,774	1,643,212	955,377	478,488		262,682	187,243	157,607	248,278
Transportation								13,535	5,087	132,242
Physical and economic environment							144,938		163,771	-
Redevelopment program		116,572				3,398,889	-		-	-
Operating grants and contributions	1,582,805	2,585,117	5,490,750	596,911	1,544,350		825,363	2,108,841	8,323,293	3,932,071
Capital grants and contributions	903,431	2,394,550	2,324,912	831,186	698,364		644,356		-	6,311,037
Total governmental activities program revenues	7,329,346	9,465,615	14,547,808	6,460,211	6,392,662	10,303,165	8,396,540	11,261,027	17,932,261	17,277,810
Business-type activities:										
Charges for services										
Water and sewer	12,018,025	12,905,944	15,154,017	17,011,289	13,023,687	13,009,959	12,774,404	17,135,737	17,483,171	21,147,885
Marina	2,039,519	2,711,889	2,994,173	3,371,418	2,976,234	2,784,456	2,069,216	1,946,582	1,701,677	1,392,703
Refuse and stormwater	592,809	1,467,395	4,048,514	5,499,172	5,891,309	6,098,284	6,386,253	6,375,843	5,480,849	5,357,116
Operating grants and contributions	102,514	-	505,751		-	-	150,000	1,114,717	1,462,139	4,100,844
Capital grants and contributions	3,204,524	4,417,158		26,980	-	-	405,136	-	-	-
Total business-type activities program revenues	17,957,391	21,502,386	22,702,455	25,908,859	21,891,230	21,892,699	21,785,009	26,572,879	26,127,836	31,998,548
Total program revenues	25,286,737	30,968,001	37,250,263	32,369,070	28,283,892	32,195,864	30,181,549	37,833,906	44,060,097	49,276,358
Net (expense) revenue:										
Governmental activities	(28,474,098)	(29,465,169)	(30,628,530)	(39,483,151)	(39,248,495)	(46,346,403)	(50,688,316)	(42,785,448)	(37,335,560)	(39,435,447)
Business-type activities	14,418,956	9,210,703	4,953,192	5,025,067	384,597	814,489	(1,202,967)	5,012,882	3,863,328	5,629,071
Total net (expense) revenue	(14,055,142)	(20,254,466)	(25,675,338)	(34,458,084)	(38,863,898)	(45,531,914)	(51,891,283)	(37,772,566)	(33,472,232)	(33,806,376)
General revenues:										
Governmental activities:										
Property taxes	16,291,131	19,148,312	22,653,520	27,327,819	32,568,163	33,805,741	36,672,033	33,451,452	33,722,134	31,225,716
Utility taxes	7,253,253	7,501,846	7,370,549	7,746,266	7,811,309	4,169,685	5,016,653	5,140,356	4,996,255	3,551,369
Franchise fees	2,211,643	2,365,699	2,100,085	1,688,074	1,904,192	1,820,555	2,377,371	1,505,458	2,552,850	2,482,954
Other permits and fees	-	-	-	-	-	-	415,683		-	-
Impact fees		-	-	-	287,500	209,708	-		-	-
Intergovernmental and shared revenues	1,126,522	1,303,560	1,310,661	1,348,730	1,326,618	412,976	5,115,343	4,373,394	4,311,664	6,343,012
Investment earnings	235,985	173,184	1,142,939	2,220,890	2,708,023	1,408,409	235,784	(33,442)	238,381	86,523
Gain (loss) on fixed asset disposals		2,159,029	(39,121)				(291,254)		-	-
Miscellaneous	457,836	324,424	3,320,416	5,113,994	1,023,766	350,600	1,599,852	1,121,951	593,381	246,655
Transfers	920,067	22,977,301	1,400,302	(52,055)			500,000		-	-
Total governmental activities	28,496,437	55,953,355	39,259,351	45,393,718	47,629,571	42,177,674	51,641,465	45,559,169	46,414,665	43,936,229
Business-type activities:										
Investment earnings	289,966	260,875	704,230	1,560,538	1,931,482	1,025,891	367,587	526,730	198,727	294,938
Gain (loss) on fixed asset disposals		(827,249)	(1,400,302)						-	-
Miscellaneous						48,546	423,008	676,763	770,690	1,113,175
ECR operating loss		(495,000)								
Transfers	(920,067)	(22,977,301)		52,055			(500,000)			
Total business-type activities	(630,101)	(24,038,675)	(696,072)	1,612,593	1,931,482	1,074,437	290,595	1,203,493	969,417	1,408,113
Total general revenues	27,866,336	31,914,680	38,563,279	47,006,311	49,561,053	43,252,111	51,932,060	46,762,662	47,384,082	45,344,342
Change in net assets:										
Governmental activities	22,339	26,488,186	8,630,821	5,910,567	8,381,076	(4,168,729)	953,149	2,773,721	9,079,105	4,500,781
Business-type activities	13,788,855	(14,827,972)	4,257,120	6,637,660	2,316,079	1,888,926	(912,372)	6,216,375	4,832,745	7,037,184
Total change in net assets	**13,811,194**	**11,660,214**	**12,887,941**	**12,548,227**	**10,697,155**	**(2,279,803)**	**40,777**	**8,990,096**	**13,911,850**	**11,537,965**

Source: City of Riviera Beach, Finance Department

Note: Information is not available prior to fiscal year 2003. The City of Riviera Beach implemented the financial reporting requirements of GASB Statement No. 34.

CITY OF RIVIERA BEACH, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General fund:										
Reserved for:										
Encumbrances	269,456	282,927	597,095	390,646	556,485	660,362	254,909	100,664	-	-
Inventory and prepaids	237,919	159,848	174,547	174,547	180,437	219,398	219,398	231,729	-	-
Fines and forfeitures	169,597	-	165,428	265,863	286,008	242,922	-	-	-	-
Long term advance	3,940,000	3,540,000	4,758,000	2,039,780	1,809,399	-	759,399	486,913	-	-
Debt service	-	-	-	-	-	1,429,018	-	-	-	-
Unrealized gain/(loss) FMV Investments	-	-	-	-	-	-	(96,256)	-	-	-
Nonspendable (1):										
Inventories	-	-	-	-	-	-	-	-	1,797,560	1,524,928
Prepaid items	-	-	-	-	-	-	-	-	498,612	576,423
Unreserved, undesignated	2,910,847	8,396,739	10,044,291	11,259,734	13,247,092	11,983,273	15,302,817	11,069,332	-	-
Unassigned (1):										
Other special revenue funds	-	-	-	-	-	-	-	-	-	-
General fund	-	-	-	-	-	-	-	-	13,458,237	11,940,755
Total general fund	7,527,819	12,379,514	15,739,361	14,130,570	16,079,421	14,534,973	16,440,267	11,888,638	15,754,409	14,042,106
All other governmental funds:										
Reserved for:										
Encumbrances	1,109,983	553,549	1,944,224	1,473,186	1,113,914	-	3,470,716	741,116	-	-
Major disaster	170,725					-	-		-	-
Renewal and replacement	23,428	-				-	-		-	-
Inventory and prepaids	-				1,316,930	-	1,702,071	2,080,747	-	-
Debt service	276,732	306,537	312,473	283,110	307,201	-	383,138	384,640	-	-
Nonspendable (1):										
Inventories	-	-	-	-	-	-	-	-	716,085	716,085
Prepaid items	-	-	-	-	-	-	-	-	4,412	4,110
Restricted (1):	-	-	-	-	-	-	-	-		
Community redevelopment	-	-	-	-	-	-	-	-	20,967,466	19,894,682
Capital projects	-	-	-	-	-	-	-	-	16,633,167	19,289,469
Debt service	-	-	-	-	-	-	-	-	386,505	387,129
Reported in special revenue funds	-	-	-	-	-	-	-	-	968,622	1,454,244
Committed (1):										
Emergency reserves	-	-	-	-	-	-	-	-	2,280,502	2,679,826
Unreserved, undesignated reported in:										
Special revenue funds	323,657	(203,435)	715,572	122,356	1,437,579	-	544,638	1,728,862	-	1,531,923
Capital projects funds	1,265,058	24,964,417	25,986,786	26,061,340	25,558,888	25,982,131	4,255,074	4,172,992	-	-
Undesignated	2,348,706	(1,748,283)	(3,546,376)	(2,819,775)	-	4,892,351	17,015,750	10,502,868	-	-
Unassigned (1):										
Other special revenue funds	-	-	-	-	-	-	-	-	(409,959)	-
Total all other governmental funds	5,518,289	23,872,785	25,412,679	25,120,217	29,734,512	30,874,482	27,371,387	19,611,225	41,546,800	45,957,468
Total governmental funds	**13,046,108**	**36,252,299**	**41,152,040**	**39,250,787**	**45,813,933**	**45,409,455**	**43,811,654**	**31,499,863**	**57,301,209**	**59,999,574**

Source: City of Riviera Beach, Finance Department

Note: Information is not available prior to fiscal year 2003. The City of Riviera Beach implemented the financial reporting requirements of GASB Statement No. 34.

(1) GASB Statement No. 54 Fwas implemented for fiscal year ending 09/30/2011, resulting in the reclassification of Governmental Funds fund balances.

CITY OF RIVIERA BEACH, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Revenues:										
Taxes	25,765,245	29,024,284	32,102,037	34,504,590	39,953,571	43,001,457	45,967,556	40,097,467	41,271,239	31,448,287
Licenses and permits	1,354,597	2,209,223	3,020,691	2,373,872	1,494,939	2,457,084	415,683	1,037,569	1,256,129	1,231,233
Intergovernmental	3,645,091	4,618,179	5,718,319	6,789,557	7,995,092	2,914,144	4,683,563	7,144,404	13,297,326	15,031,555
Charges for services	3,048,674	4,131,948	5,542,560	7,165,406	6,833,174	6,904,276	6,926,822	7,156,327	7,394,474	12,521,851
Fines and forfeitures	398,289	526,541	580,660	292,390	468,123	275,668	263,787	295,921	295,996	276,665
Loan and capital lease proceeds	-	-	-	-	-	-	-	-	-	614,868
Investment earnings	235,985	173,184	1,142,939	2,220,890	2,708,022	1,408,409	235,784	(33,442)	238,381	101,678
Miscellaneous	457,836	324,426	3,431,426	3,226,704	1,786,864	1,054,630	1,422,216	1,121,950	593,381	617,926
Total Revenues	34,905,717	41,007,785	51,538,632	56,573,409	61,239,785	58,015,668	59,915,411	56,820,196	64,346,926	61,844,063
Expenditures:										
Current										
General government	9,080,937	10,650,282	11,704,053	13,523,581	14,466,829	16,066,730	16,639,695	16,118,660	17,111,819	16,705,691
Public safety	20,877,930	22,423,997	23,439,029	25,668,492	28,081,250	26,733,258	30,721,921	30,251,597	28,284,372	26,635,641
Transportation	1,093,000	875,133	928,251	1,051,575	1,270,377	2,435,357	1,468,824	1,272,828	1,816,708	1,296,846
Human services	114,725	108,920	128,615	122,813	174,043	672,906	766,887	233,592	148,566	724,838
Culture and recreation	4,179,090	5,509,550	5,306,750	7,275,072	5,281,373	5,376,579	4,397,119	4,383,388	4,487,922	3,858,531
Economic environment	-	1,684,232	467,470	604,749	253,746	451,574	2,584,439	10,360,211	3,573,182	1,248,817
Physical environment	-	-	-	-	-	-	562,947	1,359,430	741,746	-
Capital outlay	3,818,057	4,030,526	5,322,551	5,233,097	4,921,549	3,081,725	5,481,157	4,466,849	6,470,525	8,402,517
Debt service:										
Principal retirement	505,484	1,042,095	1,169,329	8,095,706	984,274	1,417,069	522,007	544,339	571,968	2,283,729
Interest and fiscal charges	466,762	377,368	473,146	483,397	385,190	404,888	361,715	490,733	908,777	1,629,841
Total expenditures	40,135,985	46,702,103	48,939,194	62,058,482	55,818,631	56,640,086	63,506,711	69,481,627	64,115,585	62,786,451
Excess (deficiency) of revenues over expenditures	(5,230,268)	(5,694,318)	2,599,438	(5,485,073)	5,421,154	1,375,582	(3,591,300)	(12,661,431)	231,341	(942,388)
Other financing sources (uses)										
Debt issued	5,235,000	610,000	900,000	7,175,876	-	-	-		25,570,000	-
Transfers in	8,371,903	26,544,585	4,307,857	4,784,315	3,862,790	3,399,246	7,202,787	729,016	861,553	829,608
Transfers out	(7,451,837)	(3,567,284)	(2,907,555)	(4,836,371)	(3,862,790)	(4,784,327)	(5,202,787)	(729,016)	(861,553)	(829,608)
Loss on sale of inventory	-	-	-	-	-	(94,699)	-	-	-	-
Loss on investments	-	-	-	-	-	-	(14,706)	-	-	-
Loss on value of land held in inventory	-	-	-	-	-	(807,575)	(94,560)	-	-	-
Proceeds from sale of land	-	3,285,394	-	-	-	55,934	-	-	-	-
Proceeds from sale of surplus items	-	-	-	-	-	-	23,116	-	-	-
Total Other financing sources (uses)	6,155,066	26,872,695	2,300,302	7,123,820	-	(2,231,421)	1,913,850	-	25,570,000	-
Net change in fund balances	924,798	21,178,377	4,899,740	1,638,747	5,421,154	(855,839)	(1,677,450)	(12,661,431)	25,801,341	(942,388)
Fund balance - beginning as restated	12,121,310	15,073,922	36,252,300	37,612,040	40,392,779	46,265,294	45,489,104	44,161,294	31,499,867	60,940,411
Fund balance - ending	13,046,108	36,252,299	41,152,040	39,250,787	45,813,933	45,409,455	43,811,654	31,499,863	57,301,208	59,998,023
Debt service as a percentage of non-capital expenditures	2.58%	3.40%	3.61%	17.35%	2.71%	3.50%	1.48%	1.58%	2.47%	6.80%

REVENUE CAPACITY

(unaudited)

CITY OF RIVIERA BEACH, FLORIDA
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year Ended Sep 30	Tax Year	Taxable Value for Operating Millage				Exemptions & Adjustments	Gross Assessed Value	Total Direct Tax Rate
		Real Property	Personal Property	Centrally Assessed	Total Property			
2003	2002	1,508,833,285	257,921,726	3,715,516	1,770,470,527	-	1,770,470,527	9.5000
2004	2003	1,753,542,817	258,147,413	3,929,831	2,015,620,061	3,295,041	2,012,325,020	9.5000
2005	2004	2,110,301,652	251,083,375	4,704,917	2,366,089,944	3,998,553	2,362,091,391	9.5000
2006	2005	2,655,732,462	285,383,378	4,596,842	2,945,712,682	9,667,056	2,936,045,626	9.0000
2007	2006	3,461,716,447	312,107,614	5,188,700	3,779,012,761	39,074,442	3,739,938,319	8.7500
2008	2007	3,665,329,272	335,919,182	5,306,193	4,006,554,647	9,017,535	3,997,537,112	8.4260
2009	2008	3,681,580,819	336,072,996	8,881,910	4,026,535,725	25,127,340	4,001,408,385	8.4260
2010	2009	3,351,772,451	308,308,269	8,804,706	3,668,885,426	78,132,343	3,590,753,083	8.4260
2011	2010	2,854,182,893	304,388,248	4,542,328	3,163,113,469	(7,147,834)	3,170,261,303	8.9980
2012	2011	3,437,386,175	302,134,311	4,855,627	3,744,376,113	720,587,888	3,023,788,225	8.9980

Source: *DR-403 - Recapitulation of Ad Valorem Assessment Rolls* , Palm Beach County Property Appraiser's Office

N/A: Not Available

CITY OF RIVIERA BEACH, FLORIDA
PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN YEARS

		Direct	Overlapping							
Fiscal Year Ended September 30	Tax Roll Year	City of Riviera Beach General Operations	Palm Beach County	Palm Beach County School Board	South Florida Water Management District	South Florida Water Management District- Everglades Construction	Florida Inland Navigation District (F.I.N.D.)	Children's Services Council	Palm Beach County Health Care District	Total Direct and Overlapping Rates
2003	2002	9.5000	4.8084	8.7790	0.5970	0.1000	0.0385	0.6228	1.1300	25.5757
2004	2003	9.5000	4.7910	8.5710	0.5970	0.1000	0.0385	0.6902	1.1300	25.4177
2005	2004	9.5000	4.7677	8.4320	0.5970	0.1000	0.0385	0.6902	1.1000	25.2254
2006	2005	9.0000	4.7192	8.1060	0.5970	0.1000	0.0385	0.6887	1.0800	24.3294
2007	2006	8.7500	4.4775	7.8720	0.5970	0.1000	0.0385	0.6199	0.9700	23.4249
2008	2007	8.4260	3.9813	7.3560	0.5346	0.0894	0.0345	0.5823	0.8900	21.8941
2009	2008	8.4260	4.5614	7.9830	0.5346	0.0894	0.0345	0.6009	0.9975	23.2273
2010	2009	8.4260	4.5614	7.9830	0.5346	0.0894	0.0345	0.6898	1.1451	23.4638
2011	2010	8.9980	4.9925	8.1800	0.5346	0.0894	0.0345	0.7475	1.1250	24.7015
2012	2011	8.9980	4.9902	7.7780	0.3676	0.0613	0.0345	0.7300	1.1220	24.0816

Sources: City of Riviera Beach, Finance Department, Palm Beach County Property Appraiser's Officer, Palm Beach County Tax Collector

Notes: All millage rates are based on $1 for every $1,000 of assessed value.
The City of Riviera Beach has a 10.00 millage rate limit as stipulated by the State of Florida.
Overlapping rates are those of local and county governments that apply to property owners within the City of Riviera Beach.

CITY OF RIVIERA BEACH, FLORIDA
2011 PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND SEVEN YEARS AGO

	Tax Year 2011		Tax Year 2004	
Taxpayer	**Assessed Value (1)**	**Percentage of Total Assessed Valuation**	**Assessed Value (2)**	**Percentage of Total Assessed Valuation**
Florida Power & Light	$128,320,016		$31,658,029	
2700 North Ocean LLC	117,943,000			
Marriott Ownership Resorts Inc.	56,338,950			
Woodbine Owner LLC	25,402,043			
South Florida Materials Corp.	15,861,053			
HHR Singer Island Ltd. Partnership	13,705,423			
Sysco Food Services	13,402,627		12,689,276	
Riviera Beach FL Syndicated Holdings LLC	12,783,128			
Prospect Northlake LP	12,500,000			
Alliance RT Limited Partnership			33,000,000	
Port of Palm Beach District Lessor			33,707,487	
Randolph Lakes			16,600,000	
HMC Acquisition Properties Inc.			16,000,000	
Keller Fred Trustee			13,912,981	
Watch Omega Holdings			13,700,000	
Indian Trace Associates			12,689,276	
Renthotel Singer			11,000,000	
	$396,256,240	**13.10%**	**$194,957,049**	**8.25%**

Source:
(1) Palm Beach County Tax Collector, values as of January 1, 2012
(2) Palm Beach County Tax Collector, values as of January 1, 2004

CITY OF RIVIERA BEACH, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30	Tax Roll Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy (1)		Collections in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2003	2002	16,819,470	16,182,704	96.21%	104,042	16,286,746	96.83%
2004	2003	19,117,088	18,461,935	96.57%	104,873	18,566,808	97.12%
2005	2004	22,439,868	21,705,012	96.73%	29,771	21,734,783	96.86%
2006	2005	26,424,411	25,499,975	96.50%	31,145	25,531,120	96.62%
2007	2006	32,724,460	31,502,034	96.26%	116,235	31,618,269	96.62%
2008	2007	33,759,229	32,406,580	95.99%	151,798	32,558,378	96.44%
2009	2008	33,927,590	32,332,320	95.30%	512,816	32,845,136	96.81%
2010	2009	30,999,758	27,715,818	89.41%	387,193	28,103,011	90.66%
2011	2010	28,461,695	28,257,434	99.28%	351,497	28,608,931	100.52%
2012	2011	27,217,043	25,871,229	95.06%	243,621	26,114,850	95.95%

Sources: City of Riviera Beach, Finance Department and Palm Beach County Property Appraiser's Officer

Note: (1) Taxes collected during the fiscal year of the levy includes legally available early payment discounts ranging from 4% to 1%.

CITY OF RIVIERA BEACH, FLORIDA
GENERAL REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year Ended September 30	Total Revenues	Taxes	Licenses and Permits	Inter-Governmental	Charges for Service	Fines and Forfeitures	Interest	Payment in Lieu of Taxes	Miscellaneous
2003	31,744,048	22,294,192	1,354,597	3,082,586	3,639,691	398,289	156,202	622,559	195,932
2004	36,155,100	24,818,815	2,209,223	3,342,440	4,282,022	526,541	122,706	622,559	230,794
2005	40,596,287	27,511,759	3,020,691	3,788,059	4,456,306	580,660	380,558	622,559	235,695
2006	46,673,413	32,707,396	2,373,872	4,002,634	5,560,335	292,390	832,244	715,493	189,049
2007	52,594,087	38,995,852	1,494,939	3,867,692	5,751,929	468,123	1,029,730	715,943	269,879
2008	52,825,682	40,181,067	1,294,368	3,861,956	5,667,657	262,759	520,067	715,943	321,865
2009	52,883,608	41,463,371	846,677	3,432,964	5,733,909	374,760	75,032	715,943	240,952
2010	48,377,649	34,749,027	1,037,569	4,905,478	6,149,617	295,921	59,892	715,943	464,202
2011	50,320,673	36,158,036	1,256,129	4,758,236	6,452,185	295,996	165,847	715,943	518,301
2012	45,918,789	26,114,850	1,231,234	4,780,363	11,654,369	276,665	(182,481)	715,943	1,327,846

Source: City of Riviera Beach, Finance Department

Note: Information includes only General Fund.

CITY OF RIVIERA BEACH, FLORIDA
TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year Ended September 30	Total Tax Revenues	General Property	Use & Fuel	Utilities	Franchise	Communi-cations	Insurance Premium
2003	22,294,193	16,291,131	597,026	2,536,838	945,727	1,632,847	290,624
2004	24,818,815	18,566,808	626,078	2,556,686	1,099,783	1,621,198	348,262
2005	27,511,760	21,757,382	408,453	2,504,045	834,169	1,643,524	364,187
2006	32,707,397	25,530,624	563,979	2,811,503	1,688,074	1,708,692	404,525
2007	38,995,853	31,610,444	537,881	2,860,815	1,904,193	1,706,447	376,073
2008	40,181,066	32,558,378	586,786	2,867,905	1,820,555	1,881,201	466,241
2009	41,463,371	32,845,138	484,036	3,144,646	2,377,371	1,872,006	740,174
2010	35,780,412	28,103,012	488,168	3,486,534	1,505,458	1,654,023	543,217
2011	37,178,540	28,608,931	470,924	3,467,981	2,552,850	1,528,274	549,580
2012	34,632,240	26,114,850	473,444	3,551,369	2,482,954	1,433,830	575,792

Source: City of Riviera Beach, Finance Department

Note: Information includes only General Fund.

CITY OF RIVIERA BEACH, FLORIDA
GENERAL GOVERNMENT EXPENDITURES BY FUNCTION
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year Ended September 30	Total Expenditures	General Government	Public Safety	Physical Environment	Transportation	Human Services	Culture & Recreation	Capital Outlay	Other Uses
2003	33,094,404	8,091,394	19,494,518	461,041	1,093,000	114,726	2,800,732	407,911	631,082
2004	36,992,654	9,674,750	21,739,353	371,096	875,131	108,920	2,888,484	263,903	1,071,017
2005	38,443,016	10,167,981	22,887,327	435,714	928,935	127,355	3,026,378	388,543	480,783
2006	44,226,924	11,909,978	25,218,414	366,657	1,051,576	115,748	3,381,104	264,085	1,919,362
2007	50,433,055	14,156,542	27,603,332	467,566	1,259,461	160,197	3,862,642	1,018,477	1,904,838
2008	54,343,697	14,785,518	30,668,563	446,022	1,577,773	186,159	4,139,988	1,109,847	1,429,827
2009	54,549,542	15,684,012	30,375,998	533,990	1,428,182	222,229	4,087,208	797,299	1,420,624
2010	51,849,497	16,092,061	29,463,970	-	1,083,672	233,592	3,793,904	453,299	728,999
2011	47,800,912	14,847,244	27,008,368	-	1,010,134	148,566	3,783,387	141,660	861,553
2012	47,692,641	15,169,062	25,706,435	-	1,012,555	180,386	3,831,948	962,647	829,608

Source: City of Riviera Beach, Finance Department

Note: Information includes only General Fund.

DEBT CAPACITY

(unaudited)

CITY OF RIVIERA BEACH, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	Governmental Activities								Business-Type Activities									
Fiscal Year Ended September 30	Capital Projects Note	Public Utility Revenue Refunding Note	FLGFC Pooled Commercial Paper Loan	CRA Real Estate Term Loan	CRA Bond Anticipation Notes	CRA Projects Note	CRA Redevelopment Revenue Note	Capital Leases	Water & Sewer Revenue Bonds	Water & Sewer Taxable Revenue Bonds	Water & Sewer Consolidated Utility Obligation	Utility District Revenue Bonds	Sales Tax Revenue Refunding Bonds [1]	Marina Operations Bank Loan	Capital Leases	Total Primary Government	Percent of Personal Income	Per Capita
2003	2,737,993	1,046,050	1,100,000	-	-	-		110,352	6,690,000	640,000	529,288	-	4,115,000	244,818	146,888	17,360,389	2.49%	545
2004	2,574,892	707,458	1,100,000	235,870	7,010,000	-		-	-	-	501,431	31,495,000	3,715,000	165,574	114,121	47,619,346	6.60%	1,464
2005	2,405,018	358,873	2,000,000	-	7,010,000	-		-	-	-	473,574	30,940,000	3,300,000	83,991	80,479	46,651,935	6.06%	1,365
2006	2,228,186	-	1,450,000	-	-	-		-	-	-	445,717	30,340,000	2,875,000	-	45,319	37,384,222	4.49%	1,043
2007	2,043,912	-	650,000	-	-	7,175,876		-	-	-	417,860	29,730,000	2,435,000	-	9,211	42,461,859	5.06%	1,175
2008	1,851,987	-	-	-	-	6,950,732		-	-	-	390,003	29,105,000	1,980,000	-	-	40,277,722	4.76%	1,106
2009	1,652,093	-	-	-	-	6,628,619		-	-	-	362,146	28,460,000	1,510,000	-	-	38,612,858	4.85%	1,051
2010	1,445,973	-	-	-	-	6,290,400		-	-	-	334,289	27,795,000	1,025,000	-	-	36,890,662	5.23%	1,136
2011	1,229,134	-	-	-	-	5,935,271	25,570,000	-	-	-	306,432	27,110,000	520,000	-	-	60,670,837	8.60%	1,867
2012	1,003,291	-	-	-	-	5,562,385	23,885,000	614,868	-	-	951,580	26,400,000	-	-	-	58,417,124	7.94%	1,778

Source: City of Riviera Beach, Finance Department

Note: (1) The Sales Tax Revenue Refunding Bonds was being reported under governmental activities prior to 2006, in 2006, the balances were restated to report under business-type activities.

The notes to the Financial Statements provide specific details regarding the City's outstanding debt.

CITY OF RIVIERA BEACH, FLORIDA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

SEPTEMBER 30, 2012

Government Unit	Net Debt Outstanding	Estimated Percentage Applicable to City of Riviera Beach (4)	Amount Applicable to City of Riviera Beach
Direct Debt:			
City of Riviera Beach Direct Debt (1)	30,450,676	100%	$30,450,676
Overlapping Debt:			
Debt Payable from Ad Valorem Taxes			
Palm Beach County School Board (2)	30,650,000	2.44%	$746,545
Palm Beach County (3)	207,340,000	2.44%	$5,055,935
Debt Payable from Non-Ad Valorem Taxes			
Palm Beach County School Board (2)	1,832,003,000	2.44%	$44,622,270
Palm Beach County (3)	802,634,309	2.44%	$19,572,041
		Total Overlapping Debt	$69,996,791
		Total Direct and Overlapping Debt	**$100,447,467**

Notes:

(1) City of Riviera Beach's net outstanding debt includes revenue bonds and notes payable less Water and Sewer revenue bonds and obligations. Details of the debt are available in the City's notes to the financial statements for fiscal year ended September 30, 2012.

(2) Details regarding Palm Beach County School Board's outstanding debt are available in the School Board's notes to the financial statements for fiscal year ended June 30, 2012.

(3) Details regarding Palm Beach County's outstanding debt for fiscal year ended September 30, 2012 are available from PBC, Office of Financial Management and Budget.

(4) Estimated percentage applicable to the City of Riviera Beach is computed based on the ratio of Palm Beach County and Palm Beach County School Boards' total taxable assessed value to that within the City of Riviera Beach.

Overlapping government units are those with geographic areas that coincide, at least in part, with the geographic boundaries of the City of Riviera Beach.

Source:

(1) City of Riviera Beach, Finance Department

(2) Palm Beach County School Board, CAFR FY 2011/2012

(3) Palm Beach County, Office of Financial Management and Budget

(4) Palm Beach County Property Appraiser's Office

CITY OF RIVIERA BEACH, FLORIDA

SCHEDULE OF GENERAL GOVERNMENT PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS

Fiscal Year Ended September 30	Gas Tax	Franchise Fees	Utility Taxes	Business Taxes	Sales Tax	Net Revenues Available for Debt Service	Debt Service Requirements			Debt Service Coverage Ratio
							Principal	Interest	Total	
2003	597,026	945,727	4,169,685	393,997	3,003,145	$9,109,580	605,544	151,355	756,899	12.04
2004	626,078	1,099,783	4,177,884	457,534	3,175,968	$9,537,247	961,686	150,224	1,111,910	8.58
2005	408,453	834,169	4,147,569	482,074	3,529,503	$9,401,768	978,746	134,005	1,112,751	8.45
2006	563,979	1,688,074	4,520,195	488,578	3,750,587	$11,011,413	726,927	116,296	843,223	13.06
2007	537,881	1,904,193	4,567,262	442,281	3,600,801	$11,052,418	734,274	97,950	832,224	13.28
2008	586,786	1,820,555	4,749,106	464,132	3,551,266	$11,171,845	191,925	82,048	273,973	40.78
2009	484,036	2,377,371	5,016,652	447,563	3,163,697	$11,489,319	199,893	74,079	273,972	41.94
2010	488,168	1,505,458	3,486,534	463,486	2,154,172	$8,097,818	216,839	57,135	273,974	29.56
2011	470,924	2,552,850	3,467,981	643,632	2,193,715	$9,329,102	225,843	48,131	273,974	34.05
2012	473,444	2,482,954	3,551,369	606,659	2,125,149	$9,239,575	315,537	57,016	372,553	24.80

Source: City of Riviera Beach, Finance Department

CITY OF RIVIERA BEACH, FLORIDA

SCHEDULE OF COMMUNITY REDEVELOPMENT AGENCY PLEDGED REVENUE COVERAGE

LAST SIX FISCAL YEARS

Fiscal Year Ended September 30	Operating Revenues	Operating Expenditures	Net Revenues Available for Debt Service	Debt Service Requirements			Debt Service Coverage Ratio
				Principal	Interest	Total	
2007	$2,949,490	$1,323,298	$1,626,192	$225,144	$0	$225,144	7.22
2008	3,347,585	1,275,844	$2,071,741	322,113	291,236	613,349	3.38
2009	3,874,372	1,702,492	$2,171,880	338,219	277,739	615,958	3.53
2010	5,429,873	10,138,896	-$4,709,023	355,129	263,568	618,697	-7.61
2011	5,202,987	5,588,008	-$385,021	2,057,886	1,383,996	3,441,882	-0.11
2012	5,255,458	2,689,220	$2,566,238	2,151,530	1,293,558	3,445,088	0.74

Source: Riviera Beach CRA Audited Financial Statements for fiscal year ending September 30, 2012

City of Riviera Beach, Finance Department

Fiscal Year 2007 was the first year that the CRA borrowed funds from external sources.

CITY OF RIVIERA BEACH, FLORIDA

SCHEDULE OF WATER & SEWER PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS

Fiscal Year Ended September 30	Operating Revenues	Operating Expenditures	Net Revenues Available for Debt Service	Debt Service Requirements			Debt Service Coverage Ratio
				Principal	Interest	Total	
2003	12,018,024	7,056,337	4,961,687	1,037,857	73,429	1,111,286	4.46
2004	12,905,944	8,000,395	4,905,549	582,857	1,434,037	2,016,894	2.43
2005	15,154,017	8,332,484	6,821,533	627,857	1,391,810	2,019,667	3.38
2006	17,011,289	9,743,684	7,267,605	637,857	1,379,810	2,017,667	3.60
2007	13,023,687	10,357,882	2,665,805	652,857	1,364,560	2,017,417	1.32
2008	12,903,024	10,122,606	2,780,418	672,857	1,347,373	2,020,230	1.38
2009	12,953,704	10,507,731	2,445,973	692,857	1,328,023	2,020,880	1.21
2010	17,574,807	9,800,047	7,774,760	712,857	1,304,181	2,017,038	3.85
2011	17,980,935	11,284,394	6,696,541	737,857	1,280,206	2,018,063	3.32
2012	21,384,020	17,446,153	3,937,867	799,757	1,327,367	2,127,124	1.85

Source: City of Riviera Beach, Finance Department

CITY OF RIVIERA BEACH, FLORIDA

SCHEDULE OF MARINA PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS

Fiscal Year Ended September 30	Operating Revenues	Operating Expenditures	Net Revenues Available for Debt Service	Debt Service Requirements			Debt Service Coverage Ratio
				Principal	Interest	Total	
2002	2,184,350	1,497,654	686,696	354,881	16,936	371,817	1.85
2003	2,039,519	1,589,263	450,256	123,132	134,043	257,175	1.75
2004	2,699,903	1,859,783	840,120	515,427	141,859	657,286	1.28
2005	2,994,473	2,221,295	773,178	533,949	132,337	666,286	1.16
2006	3,371,417	2,479,431	891,986	461,108	117,112	578,220	1.54
2007	2,976,234	2,581,867	394,367	449,211	97,176	546,387	0.72
2008	2,784,456	2,767,613	16,843	455,000	83,901	538,901	0.03
2009	2,228,643	2,444,167	(215,524)	470,000	69,796	539,796	-0.40
2010	2,121,881	2,413,909	(292,028)	505,000	37,546	542,546	-0.54
2011	3,325,503	2,163,595	1,161,908	520,000	19,240	539,240	2.15

Source: City of Riviera Beach, Finance Department

As of September 30, 2012, Wells Fargo S/T Rev Refunding Bonds, Series 2002 was repaid in full.

CITY OF RIVIERA BEACH, FLORIDA
DEBT COMPLIANCE
SEPTEMBER 30. 2012

	Policy Limit	Actual
General government debt as a percentage of the assessed valulation of the taxable property of the City		
Debt Limit	25.0%	1.00%
General Fund reserve as a percentage of future year's operating budget	8.33%	3.07%
Utilitiy Special District Debt Service Coverage		
As a percentage of annual debt service requirement	115%	185%

DEMOGRAPHIC AND ECONOMIC INFORMATION

(unaudited)

CITY OF RIVIERA BEACH, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Year	Palm Beach County (PBC) Population [2]	City of Riviera Beach Population [3]	PBC Per Capita Personal Income (PCPI) [4]	City Per Capita Personal Income [5]	City Unemployment Rate [1]
2003	1,208,940	31,863	$44,740	N/A	10.5%
2004	1,240,191	32,522	48,994	N/A	9.7
2005	1,262,956	34,184	51,694	N/A	4.5
2006	1,265,707	35,846	56,665	23,234	4.1
2007	1,264,648	36,138	59,240	23,234	5.7
2008	1,269,745	36,430	58,358	23,234	7.9
2009	1,279,745	36,722	57,461	21,694	11.8
2010	1,320,134	32,488	52,526	21,702	12.7
2011	1,323,394	32,496	53,787	21,702	12.1
2012	1,335,187	32,861	53,500	22,399	10.9

N/A = Not available
* = Subject to Change

Sources: (1) U.S. Bureau of Labor Statistics

(2) U.S. Census Bureau, Population Estimates Program

(3) U.S. Census Bureau, Population Estimates Program and City of Riviera Beach, Community Development Department

(4) Bureau of Economic Analysis - http://www.bea.gov/regional/bearfacts/action.cfm

(5) U.S. Census Bureau - http://factfinder.census.gov

Notes: Palm Beach County population for 2003 to 2012 is based on U.S. Census Bureau population estimates as of July 1 of each year.
The City's PCPI for the years 2006 to 2008 are based on the American Community Survey (ACS). The ACS estimates are based on data collected over a 3-year time period. The estimates represent the average characteristics of population and housing between January 2006 and December 2008 and do not represent a single point in time.

CITY OF RIVIERA BEACH, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR, 2012

Employer	Type of Business	Approximate Number of Employees
Veterans Affairs Medical Center	Health Care	2,205
Cheney Brothers	Food Distribution	550
City of Riviera Beach	City Government	500
Tropical Shipping	Port Shipping Company	500
Pepsi Cola Bottling Co.	Bottled soft drinks	450
Lockheed Martin Corp.	Aerospace engineering	400
SYSCO Food Services	Food Distribution	350
Farmer & Irwin Corp.	Mechanical Construction	130
Serta Mattress	Mattress Manufacturing	135

Source: Business Development Board of Palm Beach County

OPERATING INFORMATION

(unaudited)

CITY OF RIVIERA BEACH, FLORIDA

FULL-TIME EQUIVALENT EMPLOYEES BY FUNCTION
LAST TEN YEARS

	Full-time Equivalent Employees as of September 30									
	2003	**2004**	**2005**	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**
Function/Program										
General Government	94.0	91.0	92.5	100.0	104.5	111.0	106.5	96.0	93.5	96.0
Police	152.5	158.5	151.5	157.5	165.0	166.0	179.5	160.5	163.0	157.0
Fire	74.0	73.0	71.0	71.0	78.0	79.0	78.0	76.0	71.0	70.0
Culture and recreation	53.5	47.0	48.5	51.5	57.0	58.0	47.5	52.0	41.5	49.0
Transportation	19.0	11.0	16.0	16.0	22.0	22.0	22.0	20.0	11.5	7.5
Human Services	2.5	2.5	2.5	3.5	3.5	4.0	4.0	4.0	4.0	3.5
Marina	13.0	12.5	13.0	12.5	16.5	16.0	17.0	14.5	8.5	9.0
Water and sewer	46.0	45.5	45.0	51.0	52.0	52.0	50.0	49.0	55.0	55.0
Stormwater	-	7.0	7.5	8.0	8.0	9.0	7.5	8.5	12.0	9.5
Total number of employees	**454.5**	**448.0**	**447.5**	**471.0**	**506.5**	**517.0**	**512.0**	**480.5**	**460.0**	**456.5**

Source: City of Riviera Beach, Finance Department

CITY OF RIVIERA BEACH, FLORIDA
OPERATING INDICATORS BY FUNCTION / PROGRAM
LAST TEN YEARS

Function/Program	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Fire										
Emergency responses	6,417	6,623	7,072	6,914	6,992	6,595	6,204	6,077	6,490	6,604
Fires reported	202	183	240	199	184	145	161	120	118	105
Streets										
Potholes repaired	N/A	N/A	N/A	N/A	N/A	364	267	N/A	135	300
Streets swept (miles)	N/A	N/A	N/A	N/A	N/A	144	240	240	3,100	4,800
Planning and development										
Building permits issued	5,953	6,497	9,326	5,914	4,187	3,474	2,305	2,401	2,497	2,444
Building inspections conducted	9,342	8,575	11,428	12,148	9,426	5,886	3,862	5,848	3,772	4,131
Parks and recreation										
Participants registered:										
Football	N/A	N/A	N/A	N/A	N/A	155	N/A	N/A	N/A	N/A
Swimming	N/A	N/A	N/A	N/A	N/A	326	N/A	N/A	N/A	N/A
Seniors programs	N/A	N/A	N/A	N/A	N/A	5,210	N/A	N/A	N/A	N/A
Utility system:										
Active accounts - water	11,958	12,255	13,117	13,445	13,659	13,641	13,656	13,559	13,929	13,175
Active accounts - sewer	11,526	11,818	12,665	12,979	13,192	13,156	13,193	13,114	13,475	13,127
Active accounts - trash	9,068	9,377	10,144	10,532	10,851	10,820	10,839	10,769	10,832	10,746
Water treated (millions of gallons)	2,698	2,801	2,743	2,795	2,544	2,322	2,079	2,380	2,450	2,472
Wastewater treated (millions of gallons)	1,916	1,989	1,948	1,984	1,780	1,625	1,455	1,666	1,715	1,759

Source: Various departments of the City of Riviera Beach

N/A = Not Available

CITY OF RIVIERA BEACH, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION / PROGRAM
LAST TEN YEARS

Function/Program	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General government:										
Number of general government buildings	1	1	1	1	1	1	1	1	1	1
Public safety:										
Police stations	1	1	1	1	1	1	1	1	1	1
Special teams' offices and substations	1	1	1	1	1	1	1	1	1	1
Patrol cars	63	70	75	75	80	85	95	110	110	110
Fire stations	4	4	4	4	4	4	4	4	4	4
Fire engines	6	6	5	6	6	6	6	6	6	6
Culture and recreation										
Parks	11	12	11	12	12	12	12	12	12	12
Parks acreage	55.1	55.1	55.1	55.3	55.3	55.3	55.3	55.3	55.3	55.3
Recreation centers	2	2	2	2	2	2	2	2	2	2
Senior centers	1	1	1	1	1	1	1	1	1	1
Swimming pools	1	1	1	1	1	1	1	1	1	1
Gymnasiums	2	2	2	2	2	2	2	2	2	2
Playgrounds	11	11	11	11	11	11	10	10	10	10
Tennis courts	7	7	7	7	6	6	6	6	6	6
Basketball courts	5 / 2	5 / 2	5 / 2	5 / 2	5 / 2	5 / 2	5 / 2	5 / 2	5 / 2	5 / 2
Baseball/softball/soccer fields	6	6	6	7	7	7	7	7	7	7
Number of libraries	1	1	1	1	1	1	1	1	1	1
Transportation:										
Miles of streets	82	82	82	82	82	82	82	82	82	82
Number of street lights	N/A	3,328	3,362	3,395	3,430	3,465	3,500	4,000	4,000	4,000
Miles of sidewalks	N/A	57	57	57	57	57	57	57	57	57
Utility systems:										
Water mains (miles)	175.3	175.3	175.3	175.3	175.3	175.3	175.3	175.3	187.8	187.8
Sewer mains (miles)	156.3	156.3	156.3	156.3	156.3	156.3	156.3	156.3	157.4	157.4
Water treatment capacity (MGD)	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5
Ground storage tank & repump stations	4	4	4	4	4	4	4	4	4	4
Lift stations	51	51	51	51	51	51	51	51	53	53
Fire hydrants	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,100	1,100

Source: Various departments of the City of Riviera Beach

COMPLIANCE SECTION

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
City of Riviera Beach, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Riviera Beach, Florida (the City), as of and for the year ended September 30, 2012, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 1, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the City, in the accompanying schedule of findings and questioned costs. The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the City's responses and accordingly, we express no opinion on them.

This report is intended solely for the information and use of management, City Council, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Harvey, Lovington & Thomas, L.L.C.

Hollywood, Florida
March 1, 2013

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To the Honorable Mayor and Members of the City Council
City of Riviera Beach, Florida

Compliance

We have audited the City of Riviera Beach, Florida's (the City) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2012. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the City's management. Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of City's compliance with those requirements.

In our opinion, the City, complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2012.

Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the City's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, City Council, others within the entity, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Harvey, Lovington & Thomas, L.L.L.

Hollywood, Florida
March 1, 2013

CITY OF RIVIERA BEACH, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2012

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	Federal CFDA Number	Pass - Through Entity / Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF JUSTICE			
Recovery Act - Edward Byrne Memorial Justice Assistance Grant	16.804	2009-SB-B9-2107	$ 107,128
PASS THROUGH FLORIDA DEPARTMENT OF LAW ENFORCEMENT			
PASS THROUGH PALM BEACH COUNTY			
Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) Program / Grants	16.804	R2012 0512	416,343
BUREAU OF JUSTICE ASSISTANCE			
Edward Byrne Memorial Justice Assistance Grant	16.738	2011-DJ-BX-2626	30,832
PASS THROUGH FLORIDA DEPARTMENT OF LAW ENFORCEMENT			
PASS THROUGH PALM BEACH COUNTY			
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2011-JAGC-PALM-6-B2-260	23,703
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES			
Public Safety Partnership and Community Policing Grants	16.710	2008UMWX0033	511,223
OFFICE OF VICTIMS OF CRIME			
PASS THROUGHT STATE OF FLORIDA OFFICE OF ATTORNEY GENERAL			
Crime Victim Assistance	16.575	V10266	42,491
Total U.S. Department of Justice			1,131,720
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT			
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT			
PASS THROUGH: PALM BEACH COUNTY HOUSING AND COMM DEVELOPMENT			
Community Development Block Grants/Entitlement Grants	14.218	B10-UC-12-0004	355,040
EDI Special Project	14.251	B-06-SP-FL-0213	77,007
Neighborhood Stabilization Program	14.264	B-08-UN-12-0013	15,902
Total U.S. Department of Housing and Urban Development			447,950
U.S. DEPARTMENT OF ENERGY			
Energy Efficiency and Conservation Block Grant Program	81.128	DE-EE0002274	91,042
Total U.S. Department of Energy			91,042
U.S. DEPARTMENT OF THE INTERIOR			
U.S. FISH AND WILDLIFE SERVICE			
Sport Fish Restoration Program	15.605	10224	297,431
Sportfishing and Boating Safety Act	15.622	10270	1,593,799
Total U.S. Department of the Interior			1,891,230
U.S. DEPARTMENT OF TRANSPORTATION			
FEDERAL HIGHWAY ADMINISTRATION			
PASS THROUGH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			
Highway Planning and Construction	20.205	420325-1-38/58-01	5,026,669
Total U.S. Department of Transportation			5,026,669
U.S. DEPARTMENT OF AGRICULTURE			
FOOD AND NUTRITION SERVICE			
PASS THROUGH: STATE OF FL DEPT OF EDUCATION			
Summer Food Service Program for Children	10.559	04-0710	13,376
Total U.S. Department of Agriculture			13,376
TOTAL FEDERAL AWARDS			$ 8,601,986

CITY OF RIVIERA BEACH, FLORIDA
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2012

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the City of Riviera Beach, Florida (the "City"). The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

For purposes of the Schedule, federal awards include all grants and contracts entered into directly between the City and agencies and departments of the federal government and pass-through agencies, as applicable. The City did not transfer awards to subrecipients during the fiscal year ending September 30, 2012.

CITY OF RIVIERA BEACH, FLORIDA
Summary Schedule of Prior Audit Findings
For the Year Ended September 30, 2012

PRIOR YEAR FINANCIAL STATEMENT FINDINGS

Matters that are not repeated in the accompanying Schedule of Findings and Questioned Costs

- 2011-01 – Account Reconciliations

PRIOR YEAR FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

N/A.

PRIOR YEAR STATE FINANCIAL ASSISTANCE FINDINGS AND QUESTIONED COSTS

N/A.

CITY OF RIVIERA BEACH, FLORIDA
Summary Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2012

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of Auditors' report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified? ____Yes __X__No
- Significant deficiency(ies) identified that are Not considered to be material weakness(es)? ____Yes __X__No

Noncompliance material to financial statements noted? ____Yes __X__ No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? ____Yes __X__ No
- Significant deficiency(ies) identified that are Not considered to be material weakness(es)? ____Yes __X__ No

Type of auditors' report issued on compliance for major federal programs and state projects: Unqualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133? ____ Yes __X__ No

Identification of major programs:

Federal Program	Federal CFDA
Federal Programs	
Community Development Block Grant	14.218
Highway Planning and Construction	20.205
Sport fishing and Boating Safety Act	15.622
COPS Office	16.710
Edward Byrne Memorial Justice Assistance Grant	16.804

Dollar threshold used to distinguish between Type A and Type B Federal Programs: $300,000

Auditee qualified as low-risk auditee for federal award programs? ____Yes __X__ No

CITY OF RIVIERA BEACH, FLORIDA
Summary Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2012

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONS COSTS

None.

SECTION IV – STATE FINANCIAL ASSISTANCE FINDINGS AND QUESTIONED COSTS

N/A

MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Honorable Mayor and Members of the City Council
City of Riviera Beach, Florida

We have audited the financial statements of the City of Riviera Beach, Florida (the City), as of and for the fiscal year ended September 30, 2012, and have issued our report thereon dated March 1, 2013.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and OMB Circular A-133, A*udits of States, Local Governments, and Non-Profit Organizations*. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters, Independent Auditor's Report on Compliance and Internal Control over Compliance Applicable to each Major Federal Program, and Schedule of Findings and Questioned Costs. Disclosures in those reports and schedule, which are March 1, 2013, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports or schedule:

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address the finding and recommendation made in the preceding annual financial report.

- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the City complied with Section 218.415, Florida Statutes.

- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, findings and recommendations are incorporated in the accompanying schedule of findings and questioned costs.

- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of laws, regulations, contracts or grant agreements, or abuse that have occurred, or are likely to have occurred, that have an effect on the determination of financial statement amounts that is less than material but more than inconsequential. In connection with our audit, we noted no such matters.

- Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that are inconsequential to the determination of financial statement amounts, considering both quantitative and qualitative factors: (1) violations of laws, regulations, contracts or grant agreements, or abuse that have occurred, or are likely to have occurred, and (2) deficiencies that are not significant deficiencies. In connection with our audit, we noted no such matters.

- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The required information is disclosed in the City's September 30, 2012 notes to the financial statements.

- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the City for the fiscal year ended September 30, 2012, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2012. In connection with our audit, we determined that these two reports were in agreement.

- Pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures as of September 30, 2012. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the City, members of the City Council, management, the Florida Auditor General, federal and state awarding agencies and pass-through entities, and is not intended to be, and should not be, used by anyone other than these specified parties.

We would like to thank the management and staff of the City for their assistance and courtesy during the engagement. Please feel free to contact us with any questions or comments, as we would be pleased to meet with you at your convenience.

Harvey, Covington & Thomas, LLC
March 1, 2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: RESOLUTION

Subject: To execute a Municipal Lease/Purchase Agreement with Fifth Third Bank for twenty (20) Police Vehicles.

Recommendation/Motion: Staff recommends approval of a Municipal Lease/Purchase Agreement with Fifth Third Bank for twenty (20) Police Vehicles.

Originating Dept.	Police	**Costs:**	$602,470.80
User Dept.	Police	**Funding Source:**	The first payment on the proposed lease is due in May 2014, therefore, there will be no fiscal impact in FY2013. The Police Department will seek to re-establish capital motor vehicle funds in its FY2014 General Fund Budget. Alternative funding exists by re-allocating $104,000 from 001-0817-521-0-4102 and reducing vehicle repairs by $97,000.
Advertised:	No	**Budget Account Number:**	001-0817-521-0-6451
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The Police Department is seeking to purchase twenty (20) vehicles as recommended by the City's Vehicle Replacement Plan prepared by the Fleet Manager. The Police Department submitted a Budget Reduction Plan in the FY2013 Budget Process that eliminated all Capital Motor Vehicle funds in the 2013 Budget. As indicated in the Reduction Plan, the Department would still seek to purchase vehicles in the 2013 Budget, but with deferred lease payments beginning in FY2014.
The current proposal, based on Florida Sheriff's Association Bid pricing, has a total cost of $581,112 before financing. Purchasing has identified "piggyback" financing from Fifth Third Bank that provides for annual payments of $200,823.60, for a total cost of $602,470.80 after 1.85% financing. The proposed financing includes payments in arrears, making the first payment due in May of FY2014,

therefore, having no fiscal impact on the FY2013 Budget.

The Police Department will seek to reinstate a portion of its normal vehicle acquisition funds in the FY2014 Budget Process, thereby establishing a budget of $201,000 for lease/purchase payments due in the 2014. Alternatively, should there not be sufficient funds available for allocation in the FY2014 Budget Process, the Department would seek to fund the annual payments by a combination of reallocating funds and reducing vehicle repair expenditures. The Department will reallocate $104,000 from account number 001-0817-521-0-4102 (Communications-Radio Access Fees) and reduce vehicle repairs by $97,000, which accounts for the $201,000 needed for the annual payments.

In 2011, Ford stopped production of the Ford Crown Victoria, which was the primary vehicle used by Patrol Officers in the Riviera Beach Police Department. In order to identify a replacement vehicle, the Police Department established a committee that included representatives from the Police Department, Purchasing, and the Fleet Manager. The Committee recommended the Chevrolet Tahoe as the successor to the Crown Victoria based on the Committee's evaluation of performance data, passenger compartment, cargo capacity, price, and life cycle (maintenance) costs (see full report for further details). The Police Department has already purchased Chevy Tahoes for its marked Police vehicle in FY2011 and FY2012.

The current proposed purchase includes twelve (12) fully equipped Chevrolet Tahoe PPVs (Police Pursuit Vehicle) and eight (8) unmarked Chevrolet Impalas.

The aging fleet's cost of ownership has increased significantly in the past years and this purchase will impact those costs. Police vehicle repair costs for the past three years were as follows: FY2010 $269,698, FY2011 $263,669, and $356,150. This represents a 32% increase in vehicle repairs since 2010. The Replacement Plan called for twenty (20) vehicles to be replaced in 2012, but budgetary constraints prevented such a purchase.

The Department purchased 26 vehicles in 2005-2006. Of the 26 vehicles, 4 vehicles have been taken out of service. Of the remaining 22 vehicles, 9 have over 100,000 miles, and 9 have over 90,000 miles.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016
Capital Expenditures	0.00	200,823.60	200,823.60	200,823.60
Operating Costs				
External Revenues				
Program Income (city)				
In-kind Match (city)				
Net Fiscal Impact				
NO. Additional FTE Positions (cumulative)				

Is Item Included in Current Budget? No

Budget Account NO: 001-0817-521-0-6451

B. Recommended Sources of Funds/Summary of Fiscal Impact :

The first payment on the proposed lease is due in May 2014, therefore, there will be no fiscal impact in FY2013. The Police Department will seek to re-establish capital motor vehicle funds in its FY2014 General Fund Budget. Alternative funding exists by re-allocating $104,000 from 001-0817-521-0-4102 and reducing vehicle repairs by $97,000.

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

Lease Purchase agreement must be reviewed and approved by the Finance Director and City Attorney prior to execution.

C. Department Director Review

Contract Details

Contract Start Date	May 1, 2014
Contract End Date	May 1, 2016
Renewal Start Date	
Renewal End Date	
Number of 12 month terms this renewal	
Dollar Amount	$602,470.80.
Contractor Company Name	Fifth Third Bank
Contractor Contact	Rick Gronberg, Vice President
Contractor Address	13350 Metro Parkway Fort Myers, Florida 33966
Contractor Phone Number	239-225-2012
Contractor Email	rick.gronberg@53.com
Type of Contract	Purchase
Describe	Lease/Purchase

ATTACHMENTS:

Name:	Description:
Vehicle_Selection_Committee_Report_with_Attachements.pdf	Police Vehicle Study
Moroone_Chev_Quote.pdf	Maroone Chev Quote
Proposal.pdf	Lease Proposal
Replacement_Plan.pdf	Vehicle Replacement Plan
Resolution_FifthThird_Bank_Purchase_20_Police_Vehicles_4-15-13.pdf	Resolution Fifth Third Bank Lease Purchase
Attachment_Agreement_FifthThird_Bank_Purchase_20_Police_Vehicles_4-15-13.pdf	Agreement Fifth Third Bank Lease Purchase

Maroone Chevrolet, LLC
8600 Pines Boulevard
Pembroke Pines, FL 33024
Price Quotation

Florida Sheriff's Association Bid # 12-20-0905

Agency	Riviera Beach Police Dept.
Customer Contact	Asst. Chief Michael Madden
Phone Number	561-845-4153
Email	mmadden@rivierabch.com

Spec # 3

2013 Chevy Tahoe PPV

Base Price $26,295.00

Option	Description	Price
G80	Locking Differential	$294.00
K5T	Dual 660 CCA Batteries	$189.00
3K	Third Key	$75.00
6B2	Rear Door Handles Inoperative	$65.00
6N6	Rear Door Locks Inoperative	$65.00
6N5	Rear Window Switches Inoperative	$55.00
DOME	Night Vision LED (Red/White)Dome	$125.00
WPLB	Whelan LED 1 Tier--SX8-SLD-FSA	$2,425.00
CenCom	Whelan CenCom Upgrade	$345.00
VTX609	Whelan Vertex 4 Corner LED Clear	$480.00
CAGE	ProGuard P2600 Lexan Cage	$875.00
CAGE	Cargo Area Cage	$495.00
PGPS	ProGuard Prisoner Seat	$675.00
TUFFBOX	Ram Tuff Box Center Console	$845.00
VAULT	Am.Alum.SUV Vault--Your Spec	$1,025.00
REAR LED	Whelan Dominator D844000	$640.00
	Total	$34,968.00

David Fridgant
Government Bid Manager
954-447-2150
fridgantd@autonation.com

Maroone Chevrolet, LLC
8600 Pines Boulevard
Pembroke Pines, FL 33024
Price Quotation

Florida Sheriff's Association Bid # 12-20-0905

Agency	Riviera Beach Police Dept.		
Customer Contact	Asst. Chief Michael Madden	Spec #	5
Phone Number	561-845-4153		2013 Chevy Impala
Email	mmadden@rivierabch.com		1WF19--Civilian
		Base Price	$18,382.00

Option	Description	Price
SOAVP	Sound Off Administrative Package	$1,730.00
	Red/Blue Rear View Mirror Lights	
	Red/Blue Rear Deck Lights	
	Switch Box w/siren, 100 watt speaker	
	4 Corner LED's clear	
3K	Third Key	$75.00
	Total	$20,187.00

David Fridgant
Government Bid Manager
954-447-2150
fridgantd@autonation.com

FIFTH THIRD BANK

LEASE PROPOSAL PREPARED FOR

City of Riviera Beach, Florida

IS PRESENTED ON THIS DATE

March 6, 2013

BY

FIFTH THIRD BANK
13350 Metro Parkway
Fort Myers, Florida 33966
Phone: (239) 225-2012
Fax: (239) 225-2022
e-mail: rick.gronberg@53.com

Proposal Prepared
BY: Rick Gronberg
Fifth Third Bank
Vice President

March 6, 2013

Mr. Michael Madden
Assistant Chief of Police (Acting)
City of Riviera Beach, Florida
600 West Blue Heron Road
Riviera Beach, Fl 33404

RE: Lease Financing for Twenty Vehicles

Fifth Third Bank, its affiliates or assigns ("Fifth Third Bank" or "Lessor") present the following lease proposal for the financing of twenty vehicles for the City of Riviera Beach, Florida ("Lessee") in an amount up to $582,000.00. This Proposal is subject to the terms and conditions described in this letter and the attached Exhibit "A" ("Lease Facility" or "Lease").

Please feel free to contact me if you have any questions at 239-225-2012 or would like to discuss this proposal and application in greater detail. Thank you for allowing us the opportunity to submit this proposal to you. We look forward to working with you.

Regards,

FIFTH THIRD BANK

Rick Gronberg

Vice President

CITY of RIVIERA BEACH, FLORIDA

Accepted: _____

By: _____

Title: _____

Cc: Pamela Daley
Senior Procurement Specialist

Exhibit 'A'

LEASE STRUCTURE:	Municipal Lease
LESSOR:	Fifth Third Bank, its affiliates or assigns
LESSEE:	City of Riviera Beach, Florida
AMOUNT:	Approximately $582,000.00
EQUIPMENT:	Twelve (12) 2013 Chevy Tahoe Eight (8) Chevy Impala
CLOSING DATE:	To be Determined (The example used in this Proposal assumes a May 1, 2013 takedown)
BASE LEASE TERM:	Thirty-six (36) months
PAYMENTS:	3 annual payments of $201,221.86. Payments will begin May 1, 2014. Payments will be based on the US dollar and a 30/360 day year.
INTEREST RATE:	1.85% The rate shall be fixed for the full Base Term of the Lease and assumes a funding date within sixty days from the date of this Proposal.
RATE ADJUSTMENT:	The above rate will be set for sixty days from the date of this proposal. After the sixty day period, the rates and/or payments referenced in this proposal will be based on the stated Base Term, Commencement Date, Cost, and current money market conditions. In addition, the payment illustrated above may be adjusted for every basis point increase corresponding to the appropriate Bloomberg SWAP Rate report, which is based on the US dollar, a 30/360 day year, with a Semi-Annual Settlement (USD SWAP SEMI 30/360), and a term approximating the weighted average life of the transaction. At the time of this proposal, the appropriate weighted average life was 2.01 years, and applicable rate for this SWAP was .38%, which is based on a straight-line interpolation, proportional to the closest whole year SWAP rates. The final lease interest rate shall be FIXED at funding using the SWAP rate for the most recent previous day close and shall remain constant throughout the term.
PREPAYMENT:	The lease may be prepaid at any time without penalty.

FEES:	There will be no fees associated with the execution of this lease.
NON-APPROPRIATION:	In the event that funds are not appropriated for each fiscal year, the Lease is subject to termination by the Lessee.
BANK QUALIICATION:	The Lessee will be required to certify that is does not reasonably expect to issue more than $10,000,000 in tax-exempt debt during the current calendar year as defined in Section (265) (b)(3) of the Internal Revenue Code.
END OF TERM:	The lease is considered to be fully-amortizing, in that, the Lessee will retain ownership of the equipment upon full performance of the terms and conditions of the lease.

Loan Amortization

date	funding	payment	interest @ 1.8500	principal	balance
May-01-13	582,000.00				582,000.00
May-01-14		201,221.86	10,767.00	190,454.86	391,545.14
May-01-15		201,221.86	7,243.59	193,978.27	197,566.87
May-01-16		201,221.86	3,654.99	197,566.87	0.00
	582,000.00	603,665.57	21,665.57	582,000.00	

CITY OF RIVIERA BEACH • P. O. Drawer 10682 • RIVIERA BEACH, FLORIDA 33419
DEPARTMENT OF PUBLIC WORKS
Tel. (561) 845-4080
INTER-DEPARTMENTAL COMMUNICATION
Fax (561) 840-4845

RECEIVED
MAY 07 2012
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

TO: RUTH JONES, CITY MANAGER

CC: DEPARTMENT HEADS

FROM: BRYNT JOHNSON, DIRECTOR OF PUBLIC WORKS

DATE: MAY 3, 2012

SUBJECT: FIVE-YEAR VEHICLE REPLACEMENT PLAN (FY2012/13 THRU 2016/17)

Ms. Rosen - Please Scan just the CODE + PD section forward to Chief Please 5/3/12

Attached, please find the City's Five-Year Vehicle Replacement Plan for fiscal years 2012/2013 thru 2016/2017. The Replacement Plan is assembled and distributed by the Public Works Vehicle Maintenance Division as an aid to departments in preparing their five year capital plans. In addition to aiding departments in preparing a capital plan, the replacement plan provides departments with a full fleet inventory list so that departments can assess whether the current fleet meets their respective operational needs and allows for planned adjustments if needed.

Each department's fleet has been evaluated based on the established criteria and replacement recommendations have been made in the department's respective section of the document.

Attachments: Five-Year Vehicle Replacement Plan

Cc: Department File – Vehicle Maintenance

CITY OF RIVIERA BEACH

FIVE YEAR VEHICLE REPLACEMENT PLAN FOR FY 2012/13 THRU 2016/17

POLICE

denotes vehicles scheduled for replacement in FY 2012/13

VEHICLE NUMBER	YEAR	MAKE	MODEL	MILEAGE	YEAR TO REPLACE	MEETS VEHICLE REPLACEMENT CRITERIA	PURCHASE COST	COST TO REPLACE
CC-1	2005	WINNEGO	MOBILE UNIT	2,423	2015	NO		N/A
COP-1	2001	FORD	FOCUS		2013	NO		N/A
COP-2	2001	FORD	FOCUS	22,422	2012	NO	$ 9,328.00	N/A
COP-3	2002	FORD	FOCUS	48,993	2013	NO	$ 9,328.00	N/A
COP-4	2003	FORD	FOCUS	52,580	2013	NO	$ 9,328.00	N/A
PD-196	1999	CHEVROLET	15-PASS VAN	34,284	2013	NO		N/A
PD-297	2002	MAZDA	626	98,090	2012	YES	$ 19,271.00	$ 24,000.00
PD-298	2005	TOYOTA	CAMARY	112,935	2012	YES		$ 24,000.00
PD-299	2005	CHEVROLET	BLAZER	115,635	2015	NO		N/A
PD-2012	2000	FORD	EXPEDITION	107,717	2012	YES		$ 25,000.00
PD-2100	2001	FORD	E-350 VAN	91,261	2012	YES		$ 25,000.00
PD-2101	2001	FORD	C/V - PURSUIT	131,674	2012	YES		$ 25,000.00
PD-2102	2001	FORD	C/V - PURSUIT	114,852	2013	NO		N/A
PD-2103	2001	FORD	C/V - PURSUIT	107,993	2013	YES	$ 24,566.00	$ 25,000.00
PD-2104	2001	FORD	C/V - PURSUIT	92,786	2012	YES		$ 25,000.00
PD-2105	2001	FORD	C/V - PURSUIT	44,973	2012	YES		$ 25,000.00
PD-2106	2001	FORD	C/V - PURSUIT	91,347	2012	YES		$ 25,000.00
PD-2200	2002	FORD	EXPLORER	110,092	2012	YES	$ 24,355.00	$ 30,000.00

CITY OF RIVIERA BEACH
FIVE YEAR VEHICLE REPLACEMENT PLAN FOR FY 2012/13 THRU 2016/17
POLICE

denotes vehicles scheduled for replacement in FY 2012/13

VEHICLE NUMBER	YEAR	MAKE	MODEL	MILEAGE	YEAR TO REPLACE	MEETS VEHICLE REPLACEMENT CRITERIA	PURCHASE COST	COST TO REPLACE
PD-2201	2002	FORD	EXPLORER	134,345	2012	YES	$ 24,355.00	$ 24,000.00
PD-3001	2003	FORD	C/V - PURSUIT	102,786	2012	YES	$ 26,679.00	$ 28,000.00
PD-3002	2003	FORD	C/V - PURSUIT	93,216	2012	YES	$ 26,679.00	$ 28,000.00
PD-4000	2004	FORD	crew cab	86,956	2014	NO	$ 24,424.00	N/A
PD-593	1995	FORD	C/V - PURSUIT	110,836	2012	YES	$ 25,230.00	$ 28,000.00
PD-596	1995	FORD	BRONCO	148,167	2012	YES	$ 25,230.00	$ 28,000.00
PD-5000	2005	FORD	C/V - PURSUIT	109,813	2015	NO	$ 23,567.00	N/A
PD-5001	2005	FORD	C/V - PURSUIT	81,157	2015	NO	$ 23,567.00	N/A
PD-5002	2005	FORD	C/V - PURSUIT	85,070	2015	NO	$ 23,567.00	N/A
PD-5003	2005	FORD	C/V - PURSUIT	105,817	2015	NO	$ 23,567.00	N/A
PD-5004	2005	FORD	C/V - PURSUIT	89,893	2015	NO	$ 23,567.00	N/A
PD-5005	2005	FORD	C/V - PURSUIT	104,476	2015	NO	$ 23,567.00	N/A
PD-5007	2005	FORD	C/V - PURSUIT	118,168	2012	YES	$ 23,567.00	$ 25,000.00
PD-5008	2005	FORD	C/V - PURSUIT	90,762	2015	NO	$ 23,567.00	N/A
PD-5009	2005	FORD	C/V - PURSUIT	112,281	2012	YES	$ 23,567.00	$ 25,000.00
PD-5010	2005	FORD	C/V - PURSUIT	61,000	2015	NO	$ 23,567.00	N/A
PD-5013	2005	FORD	C/V - PURSUIT	70,000	2015	NO	$ 23,567.00	N/A
PD-5014	2005	FORD	C/V - PURSUIT	72,934	2015	NO	$ 23,567.00	N/A
PD-5015	2005	FORD	C/V - PURSUIT	73,725	2015	NO	$ 23,567.00	N/A
PD-5016	2005	FORD	C/V - PURSUIT	84,005	2015	NO	$ 23,567.00	N/A

CITY OF RIVIERA BEACH

FIVE YEAR VEHICLE REPLACEMENT PLAN FOR FY 2012/13 THRU 2016/17

POLICE

denotes vehicles scheduled for replacement in FY 2012/13

VEHICLE NUMBER	YEAR	MAKE	MODEL	MILEAGE	YEAR TO REPLACE	MEETS VEHICLE REPLACEMENT CRITERIA	PURCHASE COST	COST TO REPLACE
PD-5017	2005	FORD	C/V - PURSUIT	101,209	2012	YES	$ 23,576.00	$ 25,000.00
PD-5018	2005	FORD	C/V - PURSUIT	94,360	2013	NO	$ 23,576.00	N/A
PD-5019	2005	FORD	C/V - PURSUIT	105,093	2012	YES	$ 23,576.00	$ 25,000.00
PD-5020	2005	FORD	C/V - PURSUIT	91,883	2013	NO	$ 23,576.00	N/A
PD-5021	2005	FORD	C/V - PURSUIT	51,963	2013	NO	$ 23,576.00	N/A
PD-5022	2005	FORD	C/V - PURSUIT	71,025	2012	YES	$ 23,576.00	$ 25,000.00
PD-5024	2005	FORD	C/V - PURSUIT	102,800	2013	NO	$ 23,576.00	N/A
PD-5025	2005	FORD	C/V - PURSUIT	95,423	2012	YES	$ 23,576.00	$ 25,000.00
PD-5026	2005	FORD	C/V - PURSUIT	87,021	2013	NO	$ 23,576.00	N/A
PD-602	1999	CHEVROLET	MALIBU	111,020	2012	YES	$ 25,000.00	$ 25,000.00
PD-603		CHEVROLET	MALIBU	95,214	2012	YES	$ 25,000.00	$ 25,000.00
PD-631	2006	FORD	TAURUS	70,107	2014	NO	$ 12,805.00	N/A
PD-632	2006	FORD	TAURUS	54,382	2014	NO	$ 12,805.00	N/A
PD-633	2006	FORD	TAURUS	76,232	2014	NO	$ 12,805.00	N/A
PD-634	2006	FORD	TAURUS	86,660	2014	NO	$ 12,805.00	N/A
PD-635	2006	FORD	TAURUS	47,025	2014	NO	$ 12,805.00	N/A
PD-636	2006	FORD	TAURUS	90,931	2014	NO	$ 12,805.00	N/A
PD-637	2006	FORD	TAURUS	52,994	2014	NO	$ 12,805.00	N/A
PD-6049	2006	FORD	EXPEDITION	70,693	2014	NO	$ 30,979.00	N/A

FIVE YEAR VEHICLE REPLACEMENT PLAN FOR FY 2012/13 THRU 2016/17

POLICE

VEHICLE NUMBER	YEAR	MAKE	MODEL	MILEAGE	YEAR TO REPLACE	MEETS VEHICLE REPLACEMENT CRITERIA	PURCHASE COST	COST TO REPLACE
PD-6050	2006	FORD	EXPLORER	78,351	2014	NO	$ 26,400.00	N/A
PD-6051	2006	FORD	C/V - PURSUIT	72,822	2014	NO	$ 22,328.00	N/A
PD-6052	2006	FORD	C/V - PURSUIT	93,860	2014	NO	$ 22,328.00	N/A
PD-6053	2006	FORD	C/V - PURSUIT	80,382	2014	NO	$ 22,328.00	N/A
PD-6054	2006	FORD	C/V - PURSUIT	68,382	2014	NO	$ 22,328.00	N/A
PD-6055	2006	FORD	C/V - PURSUIT	72,829	2014	NO	$ 22,328.00	N/A
PD-6057	2006	FORD	C/V - PURSUIT	103,372	2014	NO	$ 22,328.00	N/A
PD-6058	2006	FORD	C/V - PURSUIT	81,112	2014	NO	$ 22,328.00	N/A
PD-6059	2006	FORD	C/V - PURSUIT	70,274	2014	NO	$ 22,328.00	N/A
PD-6060	2006	FORD	C/V - PURSUIT	58,579	2015	NO	$ 22,328.00	N/A
PD-7000	2007	FORD	C/V - PURSUIT	51,205	2015	NO	$ 22,328.00	N/A
PD-7001	2007	FORD	C/V - PURSUIT	127,568	2015	NO	$ 24,532.00	N/A
PD-7002	2007	FORD	P/U F-150	49,134	2015	NO	$ 24,532.00	N/A
PD-7003	2007	FORD	C/V - PURSUIT	40,672	2015	NO	$ 24,532.00	N/A
PD-7004	2007	FORD	C/V - PURSUIT	39,592	2015	NO	$ 24,532.00	N/A
PD-8000	2008	FORD	C/V - PURSUIT	72,890	2016	NO	$ 25,865.00	N/A
PD-8001	2008	FORD	C/V - PURSUIT	72,890	2016	NO	$ 25,865.00	N/A
PD-8002	2008	FORD	C/V - PURSUIT	89,969	2016	NO	$ 25,865.00	N/A
PD-8003	2008	FORD	C/V - PURSUIT	70,617	2016	NO	$ 25,865.00	N/A

N/A

CITY OF RIVIERA BEACH

FIVE YEAR VEHICLE REPLACEMENT PLAN FOR FY 2012/13 THRU 2016/17

POLICE

VEHICLE NUMBER	YEAR	MAKE	MODEL	MILEAGE	YEAR TO REPLACE	MEETS VEHICLE REPLACEMENT CRITERIA	PURCHASE COST	COST TO REPLACE
PD-8004	2008	FORD	C/V - PURSUIT	62,579	2016	NO	$ 25,865.00	N/A
PD-8005	2008	FORD	C/V - PURSUIT	78,842	2016	NO	$ 25,865.00	N/A
PD-8006	2008	FORD	C/V - PURSUIT	68,708	2016	NO	$ 25,865.00	N/A
PD-8007	2008	FORD	C/V - PURSUIT	87,335	2016	NO	$ 25,865.00	N/A
PD-8008	2008	FORD	C/V - PURSUIT	72,552	2016	NO	$ 25,865.00	N/A
PD-8009	2008	FORD	C/V - PURSUIT	30,916	2016	NO	$ 25,865.00	N/A
PD-8010	2008	FORD	C/V - PURSUIT	23,912	2016	NO	$ 25,865.00	N/A
PD-8011	2008	FORD	C/V - PURSUIT	59,616	2016	NO	$ 25,865.00	N/A
PD-8012	2008	FORD	C/V - PURSUIT	46,181	2016	NO	$ 25,865.00	N/A
PD-8013	2008	FORD	C/V - PURSUIT	16,444	2016	NO	$ 25,865.00	N/A
PD-8014	2008	FORD	C/V - PURSUIT	47,867	2016	NO	$ 25,865.00	N/A
PD-8015	2008	FORD	C/V - PURSUIT	64,411	2017	NO	$ 25,865.00	N/A
PD-9000	2009	FORD	C/V - PURSUIT	77,788	2017	NO	$ 26,560.00	N/A
PD-9001	2009	FORD	C/V - PURSUIT	52,318	2017	NO	$ 26,560.00	N/A
PD-9002	2009	FORD	C/V - PURSUIT	64,125	2017	NO	$ 26,560.00	N/A
PD-9004	2009	FORD	C/V - PURSUIT	70,443	2017	NO	$ 26,560.00	N/A
PD-9003	2009	FORD	C/V - PURSUIT	49,600	2017	NO	$ 26,560.00	N/A
PD-9005	2009	FORD	C/V - PURSUIT	53,657	2017	NO	$ 26,560.00	N/A
PD-9006	2009	FORD	C/V - PURSUIT	53,470	2017	NO	$ 26,560.00	N/A

CITY OF RIVIERA BEACH

FIVE YEAR VEHICLE REPLACEMENT PLAN FOR FY 2012/13 THRU 2016/17

POLICE

VEHICLE NUMBER	YEAR	MAKE	MODEL	MILEAGE	YEAR TO REPLACE	MEETS VEHICLE REPLACEMENT CRITERIA	PURCHASE COST	COST TO REPLACE
PD-9007	2009	FORD	C/V - PURSUIT	46,805	2017	NO	$ 26,560.00	N/A
PD-9008	2009	FORD	C/V - PURSUIT	59,045	2017	NO	$ 26,560.00	N/A
PD-9009	2009	FORD	C/V - PURSUIT	51,049	2017	NO	$ 26,560.00	N/A
PD-9010	2009	FORD	C/V - PURSUIT		2018	NO	$ 26,560.00	N/A
PD-1002	2010	FORD	C/V - PURSUIT	12,719	2018	NO	$ 25,967.00	N/A
PD-1003	2010	FORD	C/V - PURSUIT	8,231	2018	NO	$ 25,967.00	N/A
PD-1004	2010	FORD	C/V - PURSUIT	14,297	2018	NO	$ 25,967.00	N/A
PD-1005	2010	FORD	C/V - PURSUIT	12,500	2018	NO	$ 25,967.00	N/A
PD-1006	2010	FORD	C/V - PURSUIT	4,480	2018	NO	$ 25,967.00	N/A
PD-1007	2010	FORD	C/V - PURSUIT	15,199	2018	NO	$ 25,967.00	N/A
PD-1008	2010	FORD	C/V - PURSUIT	16,123	2018	NO	$ 25,967.00	N/A
PD-1009	2010	FORD	250	1,114	2018	NO	$ 25,967.00	N/A
PD-1010	2010	FORD	P/U F-150	4,684	2018	NO	$ 25,967.00	N/A
PD-1038	2010	CHEVROLET	IMPALA	25,235	2018	NO	$ 24,730.00	N/A
PD-1039	2010	CHEVROLET	IMPALA	9,914	2018	NO	$ 24,730.00	N/A
PD-1040	2010	CHEVROLET	IMPALA	25,162	2018	NO	$ 24,730.00	N/A
PD- GATOR 1	2005	JOHN DEERE	ATV 4X4	N/A	2013	NO		N/A

POLICE

VEHICLE NUMBER	YEAR	MAKE	MODEL	MILEAGE	YEAR TO REPLACE	MEETS VEHICLE REPLACEMENT CRITERIA	PURCHASE COST	COST TO REPLACE
PD-GATOR 1		**JOHN DEERE**				**NO**		**N/A**
PD-GATOR 2	2005	JOHN DEERE	ATV 4X4		2013	NO	$ 10,000.00	N/A
PD-MARINE 2		MISC BOAT	SAILFISH		CONDITIONAL	NO		N/A
							TOTAL	**$ 589,000.00**

CITY OF RIVIERA BEACH
FIVE YEAR VEHICLE REPLACEMENT PLAN FOR FY 2012/13 THRU 2016/17
CODE ENFORCEMENT

denotes vehicles scheduled for replacement in FY 2012/13

VEHICLE NUMBER	YEAR	MAKE	MODEL	MILEAGE	YEAR TO REPLACE	MEETS VEHICLE REPLACEMENT CRITERIA	PURCHASE COST	COST TO REPLACE
CE-84	1999	FORD	P/U F-150 REG. CAB	59,447	2013	NO	$14,659.00	N/A
CE-85	1999	FORD	P/U F-150 REG. CAB	43,861	2013	NO	$15,735.00	N/A
CE-87	2002	FORD	TAURUS	81,382	2013	NO	$13,234.00	N/A
CE-88	2002	FORD	TAURUS	55,082	2012	YES	$13,234.00	20,000.00
CE-89	2002	FORD	TAURUS	55,892	2013	NO	$13,234.00	N/A
CE-91	2004	FORD	C/V	73,110	2013	NO	$25,522.00	N/A
CE-92	2007	FORD	P/U F-150 REG. CAB	34,000	2017	NO	$13,177.00	N/A
CE-93	2007	FORD	P/U F-150 REG. CAB	26,248	2017	NO	$13,177.00	N/A
CE-95	2010	FORD	P/U F-150 REG. CAB	4,666	2020	NO	$131,773.00	N/A
							TOTAL	**$ 20,000.00**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO LEASE/PURCHASE TWENTY (20) POLICE VEHICLES FROM FIFTH THIRD BANK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME; AND AUTHORIZING THREE (3) ANNUAL PAYMENTS IN THE AMOUNT $200,823.60; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Riviera Beach Police Department has twenty (20) vehicles, identified in the City's Vehicle Replacement Plan, in need of replacement due to age and/or condition; and

WHEREAS, Staff has identified a competitive "piggyback" Municipal Lease/Purchase Agreement with Fifth Third Bank; and

WHEREAS, The vehicles to be purchased are twelve (12) fully equipped Chevrolet Tahoe Police Pursuit Vehicles (PPV) and eight (8) Chevrolet Impala unmarked vehicles; and

WHEREAS, Staff recommends the execution of the Municipal Lease/Purchase Agreement upon the review and approval of the City Attorney and the Director of Finance and Administrative Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: The City Council approves the Municipal Lease/Purchase Agreement with Fifth Third Bank.

SECTION 2: The Mayor and City Clerk are authorized to sign the Municipal Lease/Purchase Agreement.

SECTION 3: The Director of Finance and Administrative Services is authorized to set up a budget and make three (3) annual payments in the amount of $200,823.60 to Fifth Third Bank, for a total of $602,470.80.

SECTION 4: This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED this _____ day of _____, 2013.

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK

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: _____

SECONDED BY: _____

B. GUYTON _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

FIFTH THIRD BANK

EXHIBIT A TO ESCROW AGREEMENT - ACCEPTANCE AND PAYMENT REQUEST FORM

FIFTH THIRD BANK, Escrow Agent, under an Escrow Agreement dated as of May 1, 2013, by and between the Escrow Agent and City of Riviera Beach ("Lessee") is hereby requested to pay, from the Acquisition Fund held under said Escrow Agreement, the amounts set forth below to the persons, firms or corporations designated below as payee according to the manufacturer's or dealer's invoice that is attached to this request.

Subject to the terms and conditions hereof, Lessor agrees to acquire and lease to Lessee the equipment listed below ("Equipment").

Manuf. and/or Vendor Name & Invoice No.	Description of Equipment	Equipment Location	Serial Number	Invoice Total
TBD	TBD	600 West Blue Heron Blvd, Riviera Beach, FL 33404		TBD
Total:				TBD

The Equipment, as described above, has been delivered, installed and accepted on the date indicated below. Said Equipment is part or all of the Equipment that is the subject to the Escrow Agreement referenced above. Lessee has conducted such inspection and/or testing of the Equipment described above as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Therefore, as Escrow Agent, you are hereby requested to pay to the person or corporation designated below as Payee, the sum set forth above in payment of a portion or all of the cost of the acquisition of the equipment described above. The amount shown is due and payable under the invoice of the Payee with respect to the cost of the acquisition of the Equipment and has not formed the basis of any prior request for payment. The equipment described above is part or all of the Equipment that is subject to the Escrow Agreement.

Payee Name: _____

Address: _____

_____

Or Wire Instructions: Bank Name: _____

_____

Account Number: _____

Invoice # Reference: _____

Dated: _____

LESSEE:
CITY OF RIVIERA BEACH

By:_____

Name:_____

Title:_____

PLEASE RETAIN THIS FORM. WHEN THE EQUIPMENT HAS BEEN DELIVERED AND ACCEPTED, SIGN AND SEND TO THE ESCROW AGENT. THIS FORM AUTHORIZES RELEASE OF PAYMENT FROM THE ESCROW ACQUISITION FUND. Please prepare one form for each vendor that is to be paid.

FIFTH THIRD BANK

ARBITRAGE AND TAX CERTIFICATE

TO: **FIFTH THIRD BANK**, an Ohio banking corporation ("Lessor")

RE: Master Lease-Purchase Agreement between Lessor and **CITY OF RIVIERA BEACH** ("Lessee") dated as of May 1, 2013 (the "Master Lease") and Individual Payment Schedule No. 001 thereto dated May 1, 2013 (the "Individual Payment Schedule")

I, the undersigned, hereby certify that I am the duly qualified and acting _____ of Lessee, and that in my official capacity as such officer, I am responsible for executing and delivering on behalf of Lessee the Master Lease and Individual Payment Schedule referenced above (the "Individual Payment Schedule" and Master Lease collectively referred to as the "Agreement"), by and between Lessee and Lessor. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.103-13, 1.103-14 and 1.103-15 (the "Regulations") The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the lease of certain Equipment described in the Individual Payment Schedule (the "Equipment") by Lessor to Lessee and the lease of the Equipment by Lessee from Lessor. Pursuant to the Agreement, Lessee is required to make payments of Base Rent with respect to the Equipment comprising principal and interest, on the dates and in the amounts set forth in the Individual Payment Schedule plus Additional Rent, if any.

2. Pursuant to the Agreement and for the purpose of meeting its obligations under the Agreement and assuring Lessee of the availability of moneys needed to pay the cost of the Equipment when due, Lessee, Lessor and Fifth Third Bank as escrow agent ("Escrow Agent") have executed the Escrow Agreement dated as of May 1, 2013 (the "Escrow Agreement").

3. The Escrow Agreement provides that Lessor shall deposit $581,112.00 into escrow, to be credited to the Acquisition Fund created by the Escrow Agreement and held, invested and disbursed with respect to the Equipment as provided therein. Interest earnings on amounts held in escrow shall be paid to the Lessee or applied to amounts owed by Lessee to Lessor in accordance with the terms hereof.

4. A contract dated as of May 1, 2013 providing for the acquisition and delivery of the Equipment has been executed between Lessee and City of Riviera Beach.

5. The Equipment will be acquired and installed with due diligence and, based upon the provisions of the contract described in paragraph 4 hereof, the Equipment will be acquired and installed on or before _____ _____, 2013.

6. All of the spendable proceeds of the Agreement will be expended on the Equipment and related expenses within three years from the date of execution of the Agreement and Escrow Agreement.

7. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Agreement is issued.

8. The interest of Lessee in the Equipment has not been and is not expected during the term of the Agreement to be sold or disposed of by Lessee.

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9. No sinking fund is expected to be created by Lessee with respect to the Agreement and the payments of Base Rent.

10. (a) Lessee hereby covenants to comply with all requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America. It is expected that all gross proceeds of the Agreement will be expended on the Equipment no later than the day which is six months after the date of issuance of the Agreement.

(b) The Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of, more than Ten Million Dollars ($10,000,000) of tax-exempt obligations (other than private activity bonds) (such terms being within the meaning of Section 148(f)(4)(C) of the Internal Revenue Code of 1986, as amended), during the current calendar year.

11. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

12. Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

IN WITNESS WHEREOF, the undersigned has executed this Arbitrage and Tax Certificate this 1st day of May, 2013.

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

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FIFTH THIRD BANK

BANK ELIGIBILITY CERTIFICATE

TO: **FIFTH THIRD BANK**, an Ohio banking corporation ("Lessor")

RE: Master Lease-Purchase Agreement between Lessor and **CITY OF RIVIERA BEACH** ("Lessee") dated as of May 1, 2013 (the "Master Lease") and Individual Payment Schedule No. 001 thereto dated May 1, 2013 (the "Individual Payment Schedule")

Lessee hereby certifies that Lessee has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of more than Ten Million Dollars ($10,000,000.00) of tax-exempt obligations during the current calendar year, and hereby designates the lease of Equipment to which this certificate pertains as a "qualified tax-exempt obligation," as defined by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the undersigned has executed this Bank Eligibility Certificate this 1st day of May, 2013.

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

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FIFTH THIRD BANK

CERTIFICATE OF FISCAL OFFICER

TO: **FIFTH THIRD BANK**, an Ohio banking corporation ("Lessor")

RE: Master Lease-Purchase Agreement between Lessor and **CITY OF RIVIERA BEACH** ("Lessee") dated as of May 1, 2013 (the "Master Lease") and Individual Payment Schedule No. 001 thereto dated May 1, 2013 (the "Individual Payment Schedule")

The undersigned, _____ of Lessee, pursuant to the Master Lease and Individual Payment Schedule referenced above, hereby certifies that the moneys required to meet the obligations of the Lessee during the current fiscal period for the payments due or coming due pursuant to the Individual Payment Schedule have been lawfully appropriated by Lessee for such purposes and are in the treasury of Lessee or in the process of collection to the credit of an appropriate fund, free from any encumbrances.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Fiscal Officer this 1st day of May, 2013.

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

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FIFTH THIRD BANK

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), made and entered into as of May 1, 2013, by and between **FIFTH THIRD BANK**, an Ohio banking corporation ("Lessor"), **FIFTH THIRD BANK** ("Escrow Agent") and **CITY OF RIVIERA BEACH**, a city (incorporated) and political subdivision of the State of Florida ("Lessee"):

WITNESSETH THAT, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

Section 1. Recitals.

1.01 Lessor and Lessee have entered into a Master Lease-Purchase Agreement, dated May 1, 2013 and Individual Payment Schedule No. 001, dated May 1, 2013 (collectively, the "Lease"), whereby Lessor has agreed to lease and sell certain personal property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease but is entirely supplemental thereto.

1.03 The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Lease.

1.04 An amount equal to the purchase price of all of the Equipment which equals Five Hundred Eighty One Thousand One Hundred Twelve and 00/100 Dollars ($581,112.00) (the "Equipment Cost") shall be deposited in escrow, to be credited to the Lessee's Acquisition Fund established in Section 2 hereof and used to pay the cost of the Equipment, all as hereinafter provided.

1.05 Under the Lease, Lessee will cause the Equipment to be ordered by the contractor therefor (the "Contractor"). The Equipment Cost shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.04 hereof, in accordance with this Agreement.

1.06 Lessor and Lessee agree that Lessor, as Escrow Agent, shall receive, hold, invest and disburse the moneys to be deposited in escrow as described in Section 1.04, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or any Contractor with respect thereto or under the Lease by reason of anything contained in this Agreement.

1.07 Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

Section 2. Acquisition Fund and Bond Fund.

2.01 The Escrow Agent shall (i) establish two special escrow funds, designated as follows: (a) the "**City of Riviera Beach Acquisition Fund**" (the "Acquisition Fund") and (b) the "**City of Riviera Beach Bond Fund**" (the "Bond Fund"); (ii) keep each such Fund separate and apart from all other funds and moneys held by it and (iii) administer each such Fund as provided in this Section and Section 3 hereof.

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2.02 All moneys deposited into escrow by Lessor pursuant to Section 1.04 of this Agreement shall be credited to the Acquisition Fund. The Escrow Agent shall use the moneys in the Acquisition Fund to pay the Equipment Cost of the Equipment subject to the Lease, upon receipt with respect thereto of a Payment Request Form, attached hereto as Exhibit A, executed by Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Equipment Cost for such item of Equipment as shown therein shall be paid directly to the person or entity entitled to payment as specified therein.

2.03 Lessee shall furnish to the Escrow Agent as soon as available, a copy of the order for all Equipment ordered pursuant to the Lease, showing the Equipment Cost and the estimated delivery date. On a date eighteen months from the date of this Agreement, the Escrow Agent shall transfer to the Bond Fund an amount equal to the deposit made by Lessor pursuant to Section 1.04, less the amount thereof previously disbursed to pay the Equipment Cost of any item of Equipment, and less an amount thereof equal to the Equipment Cost of all items of Equipment for which the Escrow Agent has received a copy of the order and Payment Request Form relating thereto and which has not been paid.

2.04 The Escrow Agent shall be required to apply any amounts in the Bond Fund:

FIRST, to pay the interest component of the Lease-Purchase Payment due on the next Payment Date;

THEN, to pay the principal component of the Lease-Purchase Payment due on the next Payment Date; and

LASTLY, to prepay any remaining principal component of Lease-Purchase Payments.

2.05 The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Acquisition Fund and the Bond Fund, and the disbursement thereof in accordance with this Section, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Acquisition Fund to make the payments herein required.

Section 3. Moneys in Acquisition Fund and the Bond Fund; Investment.

3.01 The moneys and investments held by the Escrow Agent under this Agreement are irrevocably held in trust for the benefit of Lessee and Lessor and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor.

3.02 Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of Lessee only in investments, which from time to time authorized by law for the investment of moneys of Lessee. Such investments shall be registered in the name of the Escrow Agent, in its capacity as agent for the Lessee, and held by the Escrow Agent. With the approval of Lessee, the Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available.

3.03 The Escrow Agent shall, without further direction from Lessee, sell such investments as and when required to make any payments from the Acquisition Fund or the Bond Fund. Any income received on such investments shall be credited to the respective Fund.

3.04 The Escrow Agent shall furnish a monthly accounting of all investments. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Section.

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Section 4. Escrow Agent's Authority; Indemnification.

4.01 The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

4.02 Unless the Escrow Agent is guilty of willful misconduct with regard to its duties hereunder, Lessee hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. In the performance of its duties in good faith hereunder, the Escrow Agent shall be vested with a lien on all property deposited hereunder, for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expense, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising as to the correct interpretation of the Lease or this Agreement and instructions given to the Escrow Agent hereunder, or otherwise, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

4.03 If Lessee and Lessor shall be in disagreement about the interpretation of the Lease or this Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. In the performance of its duties in good faith hereunder, the Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

4.04 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

Section 5. Escrow Agent's Compensation.

Lessee hereby agrees to pay the Escrow Agent an annual fee of $0.00 as compensation for the services to be rendered hereunder, and will pay and/or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Agent's fee for the first year shall be payable upon execution of this Agreement.

Section 6. Change of Escrow Agent.

6.01 A national banking association or a state bank qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement, upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement.

6.02 The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date

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not less than thirty (30) days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

6.03 The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 7. Administrative Provisions.

7.01 The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

7.02 All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address set forth in the attached Exhibit B, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered form, with postage fully prepaid.

7.03 This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.

7.04 Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

7.05 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rental Payments under the Lease and any payments due to Lessor hereunder from and after the date when a duplicate original of such assignment is filed with the Escrow Agent.

7.06 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

7.07 This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

(Remainder of page intentionally blank. Signature page follows.)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

FIFTH THIRD BANK

By: _____

Name: _____

Title: _____

LESSOR:

FIFTH THIRD BANK

By: _____

Name: _____

Title: _____

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

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FIFTH THIRD BANK

EXHIBIT A TO ESCROW AGREEMENT

Acceptance and Payment Request Form

Fifth Third Bank, Escrow Agent, under an Escrow Agreement dated as of May 1, 2013, by and between the Escrow Agent and **City of Riviera Beach** ("Lessee") is hereby requested to pay, from the Acquisition Fund held under said Escrow Agreement, the amounts set forth below to the persons, firms or corporations designated below as payee according to the manufacturer's or dealer's invoice that is attached to this request.

Subject to the terms and conditions hereof, Lessor agrees to acquire and lease to Lessee the equipment listed below ("Equipment").

Manuf. and/or Vendor Name & Invoice No.	Description of Equipment	Equipment Location	Serial Number	Invoice Total
Various	Twelve (12) 2013 Chevy Tahoes and Eight (8) Chevy Impalas	600 West Blue Heron Blvd Riviera Beach, Florida 33404	TBD	TBD
Total:				**Up to $581,112.00**

The Equipment, as described above, has been delivered, installed and accepted on the date indicated below. Said Equipment is part or all of the Equipment that is the subject to the Escrow Agreement referenced above.

Lessee has conducted such inspection and/or testing of the Equipment described above as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

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Therefore, as Escrow Agent, you are hereby requested to pay to the person or corporation designated below as Payee, the sum set forth above in payment of a portion or all of the cost of the acquisition of the equipment described above. The amount shown is due and payable under the invoice of the Payee with respect to the cost of the acquisition of the Equipment and has not formed the basis of any prior request for payment. The equipment described above is part or all of the Equipment that is subject to the Escrow Agreement.

Payee: _____

_____

_____

_____

Dated: _____

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

PLEASE RETAIN THIS FORM. WHEN THE EQUIPMENT HAS BEEN DELIVERED AND ACCEPTED, SIGN AND SEND TO THE ESCROW AGENT. THIS FORM AUTHORIZES RELEASE OF PAYMENT FROM THE ESCROW ACQUISITION FUND.

Please prepare one form for each vendor that is to be paid.

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FIFTH THIRD BANK

EXHIBIT B TO ESCROW AGREEMENT

Written notices to:

Lessor:

Fifth Third Bank
Mail Drop 10904A
38 Fountain Square Plaza
Cincinnati, Ohio 45263

Escrow Agent:

Fifth Third Bank
38 Fountain Square Plaza
MD10904A
Cincinnati, Ohio 45263

Lessee:
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404

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FIFTH THIRD BANK

ESSENTIAL USE/SOURCE OF FUNDS CERTIFICATE

TO: **FIFTH THIRD BANK**, an Ohio banking corporation ("Lessor")

RE: Master Lease-Purchase Agreement between Lessor and **CITY OF RIVIERA BEACH** ("Lessee") dated as of May 1, 2013 (the "Master Lease") and Individual Payment Schedule No. 001 thereto dated May 1, 2013 (the "Individual Payment Schedule")

The undersigned, _____ of Lessee, pursuant to the Master Lease and Individual Payment Schedule referenced above, hereby certifies as follows:

1. That the equipment identified in the Individual Payment Schedule (the "Equipment") is essential to the governmental functions of Lessee and constitutes public property to be used for public purposes.

2. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority.

3. The estimated useful life of the Equipment, based upon manufacturer's representations and Lessee's projected needs, is greater than three (3) years.

4. Lessee's source of funds for making rental payments under the Lease is the _____ _____. Lessee expects and anticipates adequate funds to be available to make all future rental payments.

IN WITNESS WHEREOF, the undersigned has executed this Essential Use/Source of Funds Certificate this 1st day of May, 2013.

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

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FORM OF OPINION OF COUNSEL FOR LESSEE

[***NAME OF LESSEE'S LAW FIRM*** LETTERHEAD]

May 1, 2013

FIFTH THIRD BANK
38 Fountain Square Plaza
MD10904A
Cincinnati, OH 45263

RE: Master Lease-Purchase Agreement between **FIFTH THIRD BANK** ("Lessor") and **CITY OF RIVIERA BEACH** ("Lessee") dated as of May 1, 2013 (the "Master Lease") and Individual Payment Schedule No. 001 thereto dated May 1, 2013 (the "Individual Payment Schedule")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the Master Lease-Purchase Agreement and Individual Payment Schedule described above (collectively, the "Lease"), and the Escrow Agreement between Lessor and Fifth Third Bank dated May 1, 2013 (the "Escrow Agreement"), and various related matters, and in this capacity have reviewed an executed duplicate original or certified copy of the Lease by and between Lessee and Lessor, including all schedules and exhibits forming a part thereof, and the Escrow Agreement, and other instruments and documents related to the Lease. All capitalized terms used herein shall have the meanings given them in the Lease, except as defined herein.

Based upon our examination of the foregoing and of such provisions of law, judicial decisions, opinions and other matters as we deemed necessary and relevant in order to render the opinions set forth below, it is our opinion that:

1. Lessee is a city (incorporated) and political subdivision of the State of Florida (the "State"), duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease and Escrow Agreement (if applicable) by and between Lessee and Lessor, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease, the Escrow Agreement, and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and constitute valid and binding obligations of Lessee enforceable in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, reorganization or other similar laws of general application relating to or affecting the rights of creditors or pertaining to municipal corporations.

4. The authorization, approval and execution of the Lease, the Escrow Agreement, and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws and other applicable laws of the State and the United States.

5. Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Lease during the current fiscal year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with applicable law.

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6. The execution of the Lease does not result in the violation of any constitutional, statutory, other limitation or contractual obligation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no action, suit or proceeding pending or, to the best of my knowledge, threatened against or affecting Lessee, before any court, administrative agency, arbitrator or governmental body, that challenges the existence or organization of the Lessee; the title of any of the present officers of the Lessee to their respective officers, the authority or proceedings for the execution and delivery of the Lease and the other documents described above, the appropriation of moneys to make Lease-Purchase Payments pursuant to the Lease to the extent of such appropriations; or the authority of the Lessee otherwise to perform its obligations under the Lease.

8. The property acquired pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

This opinion is given for the benefit of, and may be relied upon by, the addressee and its successors and assigns.

Sincerely yours,

Name of Lessee's Law Firm

By: _____

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MASTER LEASE-PURCHASE AGREEMENT

This Master Lease-Purchase Agreement is made this 1st day of May, 2013 by and between **FIFTH THIRD BANK** (hereinafter called together with its successors and assigns, if any, "**Lessor**"), an Ohio banking corporation, Mail Drop 10904A, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, and **CITY OF RIVIERA BEACH** ("**Lessee**"), with its principal address at 600 West Blue Heron Blvd. Riviera Beach, Florida 33404, Palm Beach County, Florida 33404, a city (incorporated) in, and political subdivision of, the State of Florida, organized and existing under and by virtue of the laws and Constitution of the State of Florida.

RECITALS

WHEREAS, Lessee is authorized by law to acquire equipment and other items of personal property and to finance such equipment and/or personal property by entering into lease-purchase agreements;

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Agreement certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease and sell them to Lessee pursuant to this Agreement;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Certain Defined Terms and References.

(a) In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"**Acquisition Fund**" means the Acquisition Fund established pursuant to Section 4 of this Agreement and Section 2 of the Escrow Agreement.

"**Additional Rent**" means the payments required to be made pursuant to Section 7 in addition to the Base Rent.

"**Agreement**" means this Master Lease-Purchase Agreement as the same may be amended or supplemented from time to time, and all other documents and certificates required to be executed in connection herewith.

"**Applicable Rate of Interest**" means such rate as shall be determined from each Individual Payment Schedule.

"**Authorized Officer**" means:

(i) With respect to Lessee, any officer of Lessee who is designated in writing by Lessee as an Authorized Officer for the purposes of this Agreement;

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(ii) With respect to Lessor, any officer of Lessor who is designated in writing as an Authorized Officer for purposes of this Agreement; or

(iii) With respect to any successor to Lessor as the Lessor, means the officer of the successor who is designated in writing by the successor's governing body as an Authorized Officer for purposes of this Agreement.

"**Base Rent**" means the payments, including the principal and interest components thereof, specified in the Individual Payment Schedules attached hereto.

"**Bond Fund**" means, to the extent an Escrow Agreement is applicable to a particular Lease, the Bond Fund established pursuant to Section 2 of the Escrow Agreement.

"**Certificate of Acceptance**" means a certificate evidencing Lessee's inspection and acceptance of the Equipment described on an Individual Payment Schedule, in form and substance satisfactory to Lessor.

"**Commencement Date**" means the date when the term of the Individual Payment Schedule begins and Lessee's obligation to make Lease-Purchase Payments accrues, as evidenced by payment by Lessor to the Vendor of the purchase price (or pertinent portion thereof) for the applicable Equipment or by the deposit by Lessor into the Acquisition Fund of the moneys required by the Escrow Agreement.

"**Contractor**" means each of the manufacturers or vendors from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery or installation of the Equipment.

"**Environmental Law**" means any federal, state, local or foreign statute, law, ordinance, rule, regulation, code, order, writ, judgment, decree or judicial or agency interpretation relating to pollution or protection of the environment, health, safety or natural resources, including those relating to the use, handling, treatment, storage, disposal or release of any substance designated, classified or regulated as hazardous or toxic material, including petroleum and petroleum by-products, asbestos-containing materials, PCBs, radioactive materials and radon gas.

"**Escrow Agent**" means the Escrow Agent acting under and pursuant to the Escrow Agreement, if applicable.

"**Escrow Agreement**" means, to the extent required by an Individual Payment Schedule, an Escrow Agreement by and between the Escrow Agent and Lessee, as the same may be amended and supplemented from time to time.

"**Equipment**" means the personal property described in the Individual Payment Schedules, which is being leased and purchased by Lessee pursuant to this Agreement. The property so listed shall be, collectively, the "**Equipment**" and individually, a "**Unit of Equipment**."

"**Equipment Location**" means the location or locations within Lessee's jurisdiction where the Equipment is installed, used or maintained by Lessee.

"**Event of Loss**" means with respect to any Unit of Equipment if such Unit of Equipment or any material part thereof has been lost, stolen, requisitioned or condemned by any governmental authority, damaged beyond repair or damaged in such a manner that results in an insurance settlement on the basis of an actual or arranged total loss.

"**Final Renewal Period**" or "**Final Period**" means the last period during which a Lease will be renewed, commencing on the first day of the Fiscal Period of Lessee specified in the applicable Individual

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Payment Schedule with respect to each Unit of Equipment and ending on the date specified in such Individual Payment Schedule as the last payment date.

"**Fiscal Period**" means the applicable fiscal year of Lessee.

"**Implicit Rate of Interest**" means the rate used to determine the interest portion of the Lease-Purchase Payments, as set forth in the Individual Payment Schedules.

"**Independent Counsel**" means any attorney or attorneys duly admitted to practice law before the highest court of any state and not an officer or full time employee of Lessor or Lessee and who is not reasonably objected to by Lessee.

"**Individual Payment Schedules**" means the schedules which identify specific Units of Equipment, the Commencement Date of the individual leases and terms thereof (which are treated as separate lease obligations) which may become a part of this Agreement from time to time.

"**Initial Fiscal Period**" or "**Initial Period**" means such period as shall be indicated by the Commencement Date set forth in each Individual Payment Schedule for the Equipment, which shall terminate the last day of Lessee's then current Fiscal Period. The term of the Leases will be renewed in the manner described in Section 6 hereof at the end of the Initial Period or any Renewal Period for one (1) additional year, upon Lessee's budgeting of sufficient funds for the making of Lease-Purchase Payments for the next occurring Renewal Period with respect to the Equipment or specific Units of Equipment, as provided in Section 10 of the Agreement.

"**Lease-Purchase Payment Account**" means the account established by Lessor for receipt and deposit of the Lease-Purchase Payments of Lessee under the Agreement and for deposit of any insurance proceeds not used for repair or replacement of Equipment, as provided in Section 20 of this Agreement.

"**Lease-Purchase Payments**" means the sum of the Base Rent and any Additional Rent due at or during a stated time.

"**Lease Term**" means, collectively, the Initial Period and thereafter, each Renewal Period provided for in the Agreement.

"**Lease**" or "**Leases**" means an individual lease or leases of the Units of Equipment, as specified in the Individual Payment Schedules and the other documents, agreements and instruments executed in connection therewith, entered into as a part of and pursuant to the Agreement.

"**Lessee**" means as referenced above, a political subdivision of the State.

"**Lessor**" means as referenced above, or its successors or assigns.

"**Maximum Fiscal Periods**" means the total number of Fiscal Periods of Lessee during which the Leases may be renewed from and including the first Fiscal Period to and including the final Fiscal Period.

"**Payment Date**" means each date of payment during the Lease Term designated as a Payment Date in the Individual Payment Schedules, commencing as of the Commencement Date.

"**Purchase Price**" means, as of any Purchase Price Date, the amount set forth in the Individual Payment Schedules which Lessee may pay to purchase the Equipment or specific Units of Equipment.

"**Purchase Price Date**" means any Payment Date referred to in the Individual Payment Schedules, on which Lessee may purchase the Equipment or specific Units of Equipment by payment of the applicable Purchase Price after payment of the Lease-Purchase Payment due on such date.

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"**Renewal Period**" means any Fiscal Period subsequent to the Initial Period of an individual Lease during which such Lease is renewed.

"**State**" means the State or Commonwealth where Lessee is located.

"**Taxable Rate of Interest**" means a rate of interest equal to the Tax Equivalent Yield.

"**Tax Equivalent Yield**" means the Implicit Rate of Interest divided by the remainder resulting from subtracting the current maximum federal corporate income tax rate from one.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment.

(b) References to sections, exhibits or attachments, unless otherwise indicated, are to sections of or exhibits or attachments to this Agreement.

2. Assignment of Warranties. Lessor hereby assigns to Lessee during the Lease Term, all warranties, if any, express or implied with respect to the Equipment. This assignment includes an authorization to Lessee to obtain the customary services furnished in connection with those warranties, at Lessee's expense.

3. Lease of Equipment. Lessor hereby agrees to demise, lease and let to Lessee, and Lessee hereby agrees to rent, lease and hire from Lessor, the Equipment in accordance with the provisions of this Agreement, to have and to hold for the Lease Term. Upon and during acquisition of the Equipment, all leasehold rights granted to Lessee by Lessor under this Agreement shall vest in Lessee, without any further action on the part of Lessor.

Each Lease of each Unit of Equipment shall be evidenced by an Individual Payment Schedule executed by Lessor and Lessee describing specific personal property, and setting forth provisions relating to the rent, term of the Lease, and other details relating to such Equipment. The Lease for each Unit of Equipment shall become effective on the Commencement Date, and the Individual Payment Schedule for such Equipment shall specify such date as the effective date of the Lease.

4. Disbursements. Subject to the terms and conditions hereof, Lessor and Lessee agree to disburse funds directly to the Vendor of Equipment or, to the extent an Escrow Agreement is applicable to any Individual Payment Schedule, establish an Acquisition Fund for the purposes hereinafter described for each Individual Payment Schedule through such Escrow Agreement. Lessor is authorized to disburse such funds directly to the applicable party or from the Acquisition Fund, in accordance with the provisions of the Escrow Agreement, as applicable, in each case for payment of, or reimbursement to Lessor or Lessee for payment of, the following:

(a) Expenses incurred in connection with the authorization, issuance and delivery of this Agreement and the preparation and delivery of all agreements, instruments and documents related thereto, including, but not limited to, all financial, legal, administrative, accounting and printing fees, expenses and charges and all recording, filing or insurance, and any other fees, expenses or charges relating to the Equipment or this Agreement;

(b) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition and installation of the Equipment; and

(c) Any other costs relating to the Equipment for which payment may be made under the terms of this Agreement.

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Any such disbursements in respect of the purchase price of the Equipment or related costs from the Acquisition Fund or otherwise for the payment of costs shall be made upon acceptance of the Equipment pursuant to Section 5 hereof.

Reimbursements to Lessee for amounts paid on the Equipment (by virtue of a down payment or payment for the Equipment) from the amounts provided for by this Agreement must be in accordance with U.S. Treas. Reg. § 1.150-2.

5. Acceptance of Equipment. Upon the acquisition and installation of each Unit of Equipment, Lessee shall acknowledge and certify in writing its acceptance of such Equipment by signing a Certificate of Acceptance.

6. Lease Term. The term of each Lease will be for the Initial Period and will be renewable upon budgeting by Lessee of sufficient funds to pay Base Rent and Additional Rent on the first day of each succeeding Fiscal Period for the Maximum Fiscal Periods indicated on the Individual Payment Schedules, unless Lessee exercises its Purchase Option (as specified in Section 21 hereof) prior to the end of the Final Renewal Period. The Lease will terminate upon payment of the final Lease-Purchase Payment indicated on the applicable Individual Payment Schedule (plus any Additional Rent payable under the terms of this Agreement), or on a sooner Purchase Price Date.

7. Rent.

(a) Lessee agrees to pay to Lessor during the Lease Term of each Lease the Lease-Purchase Payments set forth in the Individual Payment Schedules on the dates and in the amounts set forth therein, including the interest components thereof, equal to the amounts provided below in this Section. The Lease-Purchase Payments during the Lease Term will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.

(b) Lessee agrees to pay as Base Rent directly to Lessor the following amounts:

(i) Lessee agrees to pay the Lease-Purchase Payments specified in each Individual Payment Schedule. Each payment shall be applied first to payment of the interest component of the respective Lease-Purchase Payment.

(ii) To the extent permitted by law, if any Lease-Purchase Payment shall not have been received by Lessor ten (10) days after the Payment Date, Lessee agrees to pay a late payment fee equal to 1½% of the due and owing Lease-Purchase Payment.

(c) Lessee agrees to pay to Lessor the following amounts as Additional Rent:

(i) Lessee represents that no charges or taxes (local, state or federal) are currently imposed on the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, exclusive of taxes on or measured by Lessor's income, and acknowledges that no provision has been made for the inclusion of any such charges or taxes in the Base Rent. If during the Lease Term, the ownership, leasing, rental, sale, purchase, possession or use of the Equipment shall result in the imposition on Lessor of any charges or taxes (local, state or federal), exclusive of taxes on or measured by Lessor's income, Lessee shall promptly pay to Lessor, upon receipt from Lessor of a statement therefor, as Additional Rent an amount equal to those charges and taxes imposed on Lessor.

(ii) Upon an Event of Default, Lessee will pay to Lessor as Additional Rent all reasonable costs and expenses incurred or to be paid by Lessor under the

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Agreement, including Lessor's out-of-pocket expenses and Lessor's attorney fees, which were not part of the original cost of the Equipment.

(iii) Lessee will pay to Lessor as Additional Rent all supplemental payments required by Section 8(d) below in the amount necessary to preserve the Tax Equivalent Yield to Lessor under the terms of the Agreement, in the manner provided therein.

(d) If Lessee does not make payment of all or any part of the Additional Rent, Lessor shall have the right, but shall not be obligated, to pay or advance the amount of such Additional Rent. If Lessor pays any portion of such Additional Rent, Lessee shall pay Lessor no later than the first Payment Date in the next succeeding Fiscal Period during which the Lease Term is in effect an amount equal to the sum of such Additional Rent and the costs incurred by Lessor in making such payment or advance, including the amount Lessor would have earned from investment of the amount paid or advanced before repayment thereof as determined by the prime rate of Fifth Third Bank as announced from time to time, plus 1½%. Lessor shall notify Lessee in writing of the costs incurred in any case of its paying or advancing such Additional Rent. If Lessor pays or advances such Additional Rent, and is repaid as provided for in this paragraph, then such initial failure to pay shall be deemed to be cured and shall not be deemed to be an Event of Default under Section 23 of this Agreement.

(e) Lease-Purchase Payments shall be payable at the principal commercial leasing office of Lessor or at such other place as Lessor may from time to time designate in writing.

8. Actions Relating to Tax Exemption of Interest Components.

(a) Lessor and Lessee each covenant that it will restrict the use of moneys realized under this Agreement or otherwise in connection with the acquisition and financing of the Equipment in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into this Agreement, so that there will not exist at any time any obligation in connection with this Agreement or the Equipment that constitutes an obligation the interest on which is includible in gross income for federal income tax purposes or an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations prescribed under that Section and any subsequent amendments or modifications thereto. Any officer of Lessor or Lessee having responsibility with respect to the execution and delivery of this Agreement shall, alone or in conjunction with any other officer, employee or agent of or consultant to Lessor or Lessee, give an appropriate certificate of Lessor or Lessee (in form and substance satisfactory to Lessor or Lessee, as applicable) pursuant to Sections 103 and 148 of the Code and those regulations, setting forth the reasonable expectations of Lessor or Lessee on the date of entering into each Individual Payment Schedule of this Agreement, regarding each Lease and the use of those moneys, which such certificate shall bind the Lessee with respect to the covenants and undertakings contained therein.

(b) Lessee represents and covenants that it will not use the Equipment, or permit the Equipment to be used, in such a manner as would result in the loss of the exclusion from gross income for federal income tax purposes of the component of the Lease-Purchase Payments designated as interest on the Individual Payment Schedules afforded under Section 103(a) of the Code.

(c) Lessor and Lessee each covenant to take all action required to maintain exclusion from gross income for federal income tax purposes afforded under Section 103(a) of the Code, of the Lease-Purchase Payments designated as the interest component on the Individual Payment Schedules attached hereto.

(d) (i) If at any time the yield to Lessor as to any Lease is decreased by any change in the limitation in the deductibility of the interest paid on debt incurred by Lessor to carry tax exempt obligations from that which is presently incurred by Lessor, or if there shall occur any other change in law which lowers the Tax Equivalent Yield to Lessor, then Lessee shall make a supplemental payment to Lessor annually, on written demand by Lessor, in an amount which is equal to the amount necessary on an after-tax basis to preserve the same Tax Equivalent Yield. (ii) If for any reason the interest portion of

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the Lease-Purchase Payments of any Lease is determined not to be excludable from gross income for federal income tax purposes, the Implicit Rate of Interest will increase to a rate equal to a Taxable Rate of Interest. In addition, Lessee will pay an amount equal to the difference between the portion of the Lease-Purchase Payments which constituted interest with respect to such Lease which were actually paid and the interest which would have been paid if the Implicit Rate of Interest had been a Taxable Rate of Interest from the Commencement Date or, if later, the effective date from which the interest component is determined to be taxable, plus any penalties, interest, assessments and additions to tax payable by Lessor as a result of the loss of the tax exempt status of interest on the Lease.

9. Authority and Authorization. Lessee represents, covenants and warrants, and will deliver to Lessor not later than the Commencement Date an opinion of its counsel to the effect that: (i) Lessee is a political subdivision of the State, duly organized and validly existing under and by virtue of the laws of the State; (ii) the execution, delivery and performance by Lessee of this Agreement have been duly authorized by all necessary action on the part of Lessee; and (iii) this Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms. Lessee agrees and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep this Agreement, including each Individual Payment Schedule hereunder, in full force and effect; (ii) it has complied with all requirements applicable to it, and has taken all steps for approval and adoption of this Agreement as a valid obligation on its part; and (iii) sufficient funds are appropriated to pay all amounts due under this Agreement for the Initial Period.

10. Title; Termination; Nonappropriation.

(a) Lessee will obtain title to the Equipment during the Lease Term, subject to Lessor's rights under this Agreement. Lessor and Lessee agree that this Agreement or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Equipment and the Agreement.

(b) The Equipment shall become the property of Lessee and Lessor's interest therein shall pass to Lessee without cost upon (i) Lessee's exercise of the Purchase Option granted in Section 21 hereof, or (ii) the complete payment and performance by Lessee of all of its obligations during the Lease Term; *provided, however,* that title shall immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the applicable Units of Equipment to Lessor upon (A) any termination of any Lease under this Agreement without Lessee exercising its Purchase Option to purchase with respect thereto, or (B) the occurrence of an Event of Default which is not cured in accordance with the terms of this Agreement. In any of such cases, Lessee agrees to execute such instruments and do such things as Lessor reasonably requests in order to effectuate transfer of any and all of Lessee's right, title and interest in such Equipment, as is, to Lessor. Subject to Lessee's obligations under Section 15 hereof, it is hereby acknowledged by Lessor and Lessee that Lessee will purchase the Equipment on the terms set forth in the Individual Payment Schedules of this Agreement.

(c) It is Lessee's intent to pay Lease-Purchase Payments for the Initial Period and all Renewal Periods as scheduled on each Individual Payment Schedule if funds are legally available to it and in this regard, Lessee represents that the use of the Equipment is essential to its operations. If Lessee is not allotted funds for any successive Fiscal Period to continue paying the Lease-Purchase Payments as to any Individual Payment Schedule for the Units of Equipment relating thereto and it has no funds legally available for such payment from other sources, Lessee may terminate the applicable Individual Payment Schedules of this Agreement at the end of the then current Fiscal Period, and Lessee shall not be obligated to make any payments thereon beyond the end of the then current Fiscal Period. Lessee shall provide Lessor with ninety (90) days written notice of its intention to terminate this Agreement as a result of an event of nonappropriation. In such event, Lessor shall have all the rights and remedies to take possession of the Units of Equipment relating to the Individual Payment Schedules so terminated. Lessee agrees to transfer all of its right, title and interest and to peaceably surrender possession of the applicable Units of Equipment to Lessor or its assignee on the effective date of such

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termination, and to have such Equipment packaged for shipment in accordance with manufacturer's specifications.

11. Security Interest. In order to secure all of its obligations hereunder, to the extent permitted by law, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in (i) the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) all general intangibles, software intangibles and other property relating thereto (excluding accounts receivable), (iii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering any of the foregoing property, (iv) all securities, funds, moneys, deposits and other property at any time held in or subject to the Acquisition Fund (if any), (v) all accessions thereto, (vi) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed or used in connection with any of the foregoing property, (vii) all substitutions for any of the foregoing property and (viii) proceeds of any of the foregoing property (including, without limitation, any property acquired by Lessee with such proceeds); (b) agrees that this Agreement may be filed as a financing statement evidencing such security interest and authorizes Lessor to file such other UCC Financing Statements relating to such collateral in such jurisdictions as Lessor shall determine are necessary or appropriate; and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest and Lessee hereby irrevocably makes, constitutes and appoints Lessor as Lessee's true and lawful attorney with full power to sign the name of Lessee to any such document.

12. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, SUBJECT TO LESSEE'S OBLIGATIONS UNDER SECTION 15 HEREOF, OF ANY OF THE EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. Lessor hereby assigns to Lessee for and during the Lease Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties or guaranties at Lessee's expense. Lessee acknowledges that the Equipment shall be purchased by Lessor in accordance with Lessee's specifications and from a vendor selected by Lessee; that Lessor is not a manufacturer of or dealer of such Equipment and takes no part in or responsibility for the installation of the Equipment, and that Lessor has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the Equipment or the enforcement of the manufacturer's warranties or guaranties.

All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (ii) the use, operation or performance of the Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment.

13. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building or fixtures thereon or otherwise attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

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14. Use; Maintenance and Repair; Indemnification.

(a) Lessee will: (i) use the Equipment in a careful manner for the use contemplated by this Agreement and the laws of the State with respect to equipment of this type; (ii) comply with all laws, insurance policies and regulations relating to the use, maintenance and operation of the Equipment; and (iii) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Equipment.

(b) Lessee, at its expense, will: (i) keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor, and (ii) obtain and maintain any governmental licenses and permits required for ownership and operation of the Equipment.

(c) Lessee will repair and maintain, or by contract provide for the proper repair and maintenance of, the Equipment during the Lease Term.

(d) Lessor agrees that so long as no Event of Default has occurred and is continuing during the Lease Term it will not impair Lessee's abilities to operate or maintain the Equipment in sound operating condition so that the Equipment will be able to carry out its intended functions.

(e) Lessee releases Lessor from, agrees that Lessor shall not be liable for, and to the extent permitted by law, Lessee shall indemnify Lessor against causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses except as may be limited by law or judicial order or decision entered in any action brought to recover moneys under this Section) imposed upon, incurred by or asserted against either Lessor on account of (a) ownership of any interest in the Equipment or any part thereof, (b) any accident, injury or death to persons or damage to property occurring on or about the Equipment or any part thereof or the adjoining sidewalks, curbs, streets or ways, (c) any use, disuse or condition of the Equipment or any part thereof, or the adjoining sidewalks, curbs, streets or ways, (d) any failure on the part of Lessee to perform or comply with any of the terms hereof or (e) the performance of any labor or services or the furnishing of any materials or other property in respect of the Equipment or any part thereof. In case any action, suit or proceeding is brought against Lessor for any such reason, Lessee, upon the request of Lessor, will, to the extent permitted by law, at Lessee's expense, cause such action, suit or proceeding to be resisted and defended by Independent Counsel.

(f) Lessor agrees to indemnify and save harmless Lessee against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of Lessor in the performance of any covenant or agreement on the part of Lessor to be performed pursuant to the terms of this Agreement, or arising from any act or gross negligence of or failure to act by Lessor, or any of its agents, contractors, servants, employees, or licensees, and from and against all cost, liability and expenses incurred in or in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Lessee by reason of any such claim, Lessor, upon notice from Lessee, covenants to resist or defend such action (using counsel acceptable to Lessee, as the case may be) or proceedings at Lessor's expense.

15. Alterations. Following completion of the acquisition of the Equipment, Lessee will not make any alterations, additions, substitutions, subtractions or replacements to the Equipment which would have an adverse effect on either the nature of the Equipment or the function or value of the Equipment, unless such alterations, additions, substitutions, subtractions, replacements or improvements may be readily removed or re-added without damage to the Equipment. Any alterations, additions or improvements to the Equipment which may not be readily removed without damage to the Equipment, and any substitutions or replacements, shall be considered to constitute a part of the Equipment.

16. Location; Inspection. Lessee shall not remove the Equipment from the Equipment Location without the consent of Lessor, which consent shall not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect or observe the use, operation and maintenance of the Equipment.

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17. Liens and Encumbrances. Lessee and Lessor shall keep the Equipment free and clear of all liens and encumbrances except those created or permitted under this Agreement.

18. Risk of Loss; Damage; Destruction. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever. No loss of or damage to, or appropriation by governmental authorities of, or defect in or unfitness or obsolescence of, the Equipment will relieve Lessee of its obligation under this Agreement or the Individual Payment Schedules hereunder. Lessee will promptly repair or replace any portions of Equipment lost, destroyed, damaged or appropriated necessary to maintain the Equipment in sound operating condition so that at all times during the Lease Term the Equipment will be able to carry out its intended functions. If an Event of Loss to any Equipment has occurred, Lessee shall immediately notify Lessor of same, and at the option of Lessor, Lessee shall: (a) repair or replace such Equipment in accordance with the immediately preceding sentence and the other terms and conditions hereof or (b) pay to Lessor on the next succeeding Payment Date the sum of (i) all Base Rent and Additional Rent due on such Payment Date and all other amounts then due and owing hereunder plus (ii) the Purchase Price as of such Payment Date with respect to the Equipment. Upon Lessor's receipt of the payment required under subsection (b) above, Lessee shall be entitled to Lessor's interest in such Equipment, in its then condition and location, "as is" and "where is", without any representations or warranties, express or implied.

19. Insurance. Lessee during the Lease Term of this Agreement shall maintain:

(a) property insurance, with any loss deductible commonly used by Lessee, covering the Equipment, naming Lessor as loss payee and otherwise on the terms and in the amounts specified in the Insurance Coverage Certificate executed by Lessee;

(b) liability insurance covering the use of the Equipment, which may be a combination of self-insurance and an excess liability policy, naming Lessor as an additional insured and otherwise on the terms and in the amounts specified in the Insurance Coverage Certificate executed by Lessee;

(c) the proceeds of any personal injury insurance, casualty insurance, or appropriation awards, to the extent they are not promptly used or encumbered for the purposes stated in 19 hereof, shall be paid to Lessor for deposit in the Lease-Purchase Payment Account; and

(d) in the event of total destruction of any Units of Equipment, Lessee shall apply insurance proceeds, self-insurance and any other moneys available and appropriated for the purpose, to the acquisition of replacement Equipment.

20. Purchase Option. Lessee, upon ninety (90) days prior written notice to Lessor and after the Commencement Date, shall have the right to purchase the Equipment or any Unit of Equipment thereof on any Purchase Price Date by paying to Lessor the Lease-Purchase Payment then due on the applicable Individual Payment Schedule, together with the Purchase Price relating to that date. Any purchase of Equipment hereunder shall be on an "as-is, where-is" basis without representation or warranty of any kind from Lessor except that Lessor shall warrant that the Equipment is free, clear and unencumbered of all liens arising by, through or under Lessor except for such liens as Lessee is required to remove pursuant to the terms hereof.

21. Assignments.

(a) Lessee may not, without the prior written consent of Lessor: (i) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Agreement or any Individual Payment Schedule under this Agreement or any Unit of Equipment (without replacement or substitution) or any interest in this Agreement or any Individual Payment Schedule under this Agreement or Unit of Equipment, or (ii) sublease the Equipment or permit it to be operated by anyone other than

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Lessee, Lessee's employees or persons authorized by Lessee in connection with Lessee's operation and maintenance of the Equipment.

(b) This Agreement and each Individual Payment Schedule and the obligations of Lessee to make payments under each Individual Payment Schedule, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantees, holders, assignees or subassignee by Lessor, whereupon such successors, grantees, holders, assignees or subassignee shall succeed to all of Lessor's rights and (except to the extent of any servicing obligations retained by Lessor) obligations. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of the same by Lessor or its grantees, holders, assignees or subassignee; *provided, however,* that failure to provide such notice to Lessee shall not invalidate, void or render ineffective such assignment. Such sale, disposition, assignment or reassignment shall be effective upon receipt of such notice by Lessee.

(c) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including registering of assignments, notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interest in the Equipment, in this Agreement and in each Individual Payment Schedule.

(d) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby one or more interests are created in the Agreement under each Individual Payment Schedule, the Equipment or the Rental Payments under this Agreement and each Individual Payment Schedule or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

22. Events of Default. The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:

(a) Lessee's failure to make during the then current Fiscal Period any Lease-Purchase Payment (or any other payment) as it becomes due in accordance with the terms of any Individual Payment Schedule of this Agreement, and the failure continues for fifteen (15) days after the due date; or

(b) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Agreement, and the failure is not cured or steps satisfactory to Lessor taken to cure the failure, within ten (10) days after written notice of the failure to Lessee by Lessor; or

(c) The discovery by Lessor that any material statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant to or in connection with this Agreement is false, misleading or erroneous in any material respect; or

(d) The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or

(e) Lessee shall be or become insolvent, or admit in writing its inability to pay its or his debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Lessee, or any judgment, writ, warrant of

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attachment or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

23. Remedies. Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies as to the Equipment:

(a) By written notice to Lessee, declare an amount equal to all amounts then due under all Individual Payment Schedules and all remaining Lease-Purchase Payments due thereon during the then applicable Fiscal Period, whereupon that amount shall become immediately due and payable;

(b) Within fifteen (15) days after written demand or notice to Lessee, enter and take immediate possession of the Equipment wherever situated, without any court order or process of law and without liability for entering the premises;

(c) Sell or lease the Equipment or sublease the Equipment for the account of Lessee, holding Lessee liable for all Lease-Purchase Payments and other payments due during the then applicable Fiscal Period to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable during such Fiscal Period by Lessee under all Individual Payment Schedules of this Agreement; and

(d) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to any or all of the Equipment.

Lessee will remain liable for all covenants and obligations under this Agreement, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by Lessor with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or in any Agreement, Lessee shall within ten (10) calendar days after notice from Lessor, at its own cost and expense: (a) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (b) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking, unless caused solely and directly by Lessor's failure to comply with the UCC. If Lessee makes modifications to a site after any Equipment has been installed therein and such modifications impede the removal of the Equipment, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. Lessee agrees that if Lessee is required to deliver any item of Equipment to Lessor or Lessor's agent, the Equipment shall be delivered free of all substances which are regulated by or form a basis for liability under any Environmental Law (other than items necessary for the use or operation of the Equipment for the purposes for which it was intended so long as such items have been hauled, conveyed, stored, treated, transported and disposed of in accordance with Environmental Laws). All of Lessee's right, title and interest in any Equipment the possession of which is taken by Lessor upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to Lessor, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

24. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every

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other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to Lessor shall survive the termination of this Agreement.

25. Notices. All notices to be given under this Agreement shall be made in writing and mailed by certified or registered mail, return receipt requested, to the parties at the addresses set forth herein or at such other address as the party may provide in writing from time to time.

26. Headings. All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

27. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

28. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement, including the Individual Payment Schedules which are or become a part of this Agreement.

Lessor and Lessee agree that this Agreement or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Equipment and this Agreement or the individual Leases hereunder.

29. Special Representations and Covenants of Lessor. Lessor represents that:

(a) Lessor is an Ohio banking corporation duly organized, existing and in good standing under the laws of such state; has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Agreement;

(b) neither the execution and delivery of this Agreement or any Lease, nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, as defined in any Lease except encumbrances permitted by the Lease; and

(c) upon exercise by Lessee of its option to purchase the Equipment pursuant to any Lease, Lessor will deliver to Lessee all documents which are or may be necessary to vest all of Lessor's right, title and interest in and to the Equipment in Lessee, and will release all liens and encumbrances created under the Lease with respect to the Equipment.

30. Special Representations and Covenants of Lessee. Lessee represents and covenants that:

(a) it is a city (incorporated) in, and a political subdivision of, the State, and is responsible for public welfare and that acquiring, owning and financing of the Equipment and the leasing of the Equipment will advance such purposes. Lessee further represents that it intends, to the fullest extent possible, to support and maintain the Equipment to assure performance of its essential function;

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(b) the laws of the State authorize Lessee to acquire, operate and maintain the equipment to be leased pursuant to the Lease, to enter into the Lease and the transactions contemplated thereby, and carry out its obligations under the Lease;

(c) the officers of Lessee executing the Lease have been duly authorized to execute and deliver the Lease under the terms and provisions of a resolution of Lessee's governing body or by other appropriate official action;

(d) Lessee has complied with all open meeting laws, all public bidding laws and all other laws of the State and the United States applicable to the Lease and the acquisition of the Equipment by Lessee;

(e) except as provided under the terms of the Lease, Lessee will not transfer, lease, assign, mortgage or encumber the Equipment;

(f) the Equipment constitutes public property to be used solely for public purposes and Lessee will use the Equipment during the term of the Lease only to perform essential governmental functions;

(g) Lessee will execute and file with the Internal Revenue Service the information reporting statement required by Section 149(e) of the Code, (Form 8038G or 8038GC);

(h) Lessee does not reasonably anticipate that less than ninety-five percent (95%) of the proceeds of the Lease will be used for "local government activities" of Lessee;

(i) the Lessee covenants and agrees to identify as a repayment source for amounts due and payable hereunder and to annually budget, by amendment, if necessary, from certain available revenues of the Lessee, which are lawfully available to be used to pay Base Rent on amounts due under this Lease (such revenues shall hereinafter be referred to as the "Designated Revenues"), amounts sufficient to pay principal of and interest on amounts due under this Lease not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Lessee to identify and to budget Designated Revenues shall be cumulative to the extent not paid, and shall continue until such Designated Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No pledge of such identified and budgeted Designated Revenues shall be in effect until such moneys are budgeted and appropriated. The Lessee further acknowledges and agrees that the obligations of the Lessee to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Designated Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to identify as a repayment source for amounts due and payable hereunder and to annually budget Designated Revenues does not and shall not create any lien upon or pledge of such Designated Revenues, nor does it preclude the Lessee from pledging all or a portion of its Designated Revenues in the future, nor does it require the Lessee to levy and collect any particular Designated Revenues, nor does it give the person or entity entitled to Base Rent hereunder a prior claim on the Designated Revenues as opposed to claims of general creditor of the Lessee. Such covenant to identify as a repayment source for amounts due and payable hereunder and to annually budget Designated Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Designated Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Lease to the contrary notwithstanding, it is understood and agreed that all obligations of the Lessee hereunder shall be payable from the portion of Designated Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Lessee and no person or entity entitled to Base Rent hereunder nor any other person, may compel the levy of ad valorem taxes on real or personal property within the jurisdictional boundaries of the Lessee;

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(j) all representations, warranties, covenants and statements contained in this Lease are true and correct; and

(k). Upon the execution of each Individual Payment Schedule, Lessee will provide Lessor a completed and executed copy of the opinion of the legal counsel to Lessee, in form and substance satisfactory to Lessor. The opinion of legal counsel to Lessee will be dated the date that funding for the Individual Payment Schedule is provided by Lessor. In addition, Lessor's obligation to fund the purchase price for the Equipment referred to in any Individual Equipment Schedule executed pursuant hereto is conditioned upon prior receipt of the following documents, in each case, duly executed by Lessee and in form and substance satisfactory to Lessor: (i) Arbitrage and Tax Certificate, (ii) Certificate of Fiscal Officer, (iii) Bank Eligibility Certificate, (iv) Insurance Coverage Letter, (v) Municipal Certificate and (vi) Essential Use/Source of Funds Certificate.

31. Escrow Agreement. To the extent required by any Individual Payment Schedule executed pursuant hereto, at the time of the execution and delivery of such Individual Payment Schedule, Lessor and Lessee agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. Such Individual Payment Schedule shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Upon receipt of each properly completed Payment Request Form, in the form prescribed by the Escrow Agreement, Lessor shall deposit or cause to be deposited with Escrow Agent for credit to the Acquisition Fund the sum designated therein, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

32. Entire Agreement. This Agreement, together with all Individual Payment Schedules and attachments and exhibits, and other documents or instruments executed by Lessee and Lessor in connection with this Agreement, constitute the entire agreement between the parties with respect to the lease of the Equipment.

33. Amendments. This Agreement may not be modified, amended, altered or changed except with the written consent of Lessee and Lessor and except as contemplated by the addition of Individual Payment Schedules.

34. Severability. In any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

35. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

{Remainder of page intentionally blank. Signature page follows.}

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IN WITNESS WHEREOF, the parties have executed this Master Lease-Purchase Agreement by their authorized officers as of the date set forth above.

LESSOR:

FIFTH THIRD BANK

By: _____

Name: _____

Title: _____

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

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FIFTH THIRD BANK

MUNICIPAL CERTIFICATE

TO: **FIFTH THIRD BANK**, an Ohio banking corporation ("Lessor")

RE: Master Lease-Purchase Agreement between Lessor and the **CITY OF RIVIERA BEACH** ("Lessee") dated as of May 1, 2013 (the "Master Lease") and Individual Payment Schedule No. 001 thereto dated May 1, 2013 (the "Individual Payment Schedule")

I, the undersigned, the duly appointed, qualified and acting _____ of the above-captioned Lessee do hereby certify as follows:

1. **CITY OF RIVIERA BEACH**, as Lessee, did, at a regular meeting of the governing body of the Lessee held on May 1, 2013 by motion duly made, seconded and carried in accordance with all requirements of law approve and authorize the execution and delivery of the above-referenced Master Lease-Purchase Agreement, Individual Payment Schedule No.001 (collectively, the "Agreement") and the Escrow Agreement between Lessor, Lessee and Fifth Third Bank dated as of May 1, 2013, on behalf of Lessee by its following named representatives, to wit:

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

2. The above named representative(s) are required to execute each such document.

3. Each of the above named representatives of the Lessee held at the time of such authorization, and holds at the present time, the office set forth above.

4. The meeting of the governing body of the Lessee at which the Agreement and the Escrow Agreement were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof and the action approving the Agreement and the Escrow Agreement and authorizing the execution thereof has not been altered or rescinded.

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5. There is no litigation of any nature, either pending or threatened, restraining or enjoining the execution of the Lease nor directly or indirectly affecting the proceedings and authority by which the Agreement and the Escrow Agreement have been authorized and executed, nor any dispute, controversy or litigation affecting the validity of or security for the Agreement.

6. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

7. All insurance required in accordance with the Agreement is currently maintained by the Lessee.

8. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the rental payments scheduled to come due during the Initial Period and to meet its other obligations for the Initial Period (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

9. Lessee is not in default for the payment of principal of or interest on any of its notes or bonds or other obligations now outstanding.

IN WITNESS WHEREOF, the undersigned has executed this Municipal Certificate this 1st day of May, 2013.

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

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FIFTH THIRD BANK

INDIVIDUAL PAYMENT SCHEDULE – NO. 001
DATED MAY 1, 2013

TO MASTER LEASE-PURCHASE AGREEMENT
DATED AS OF MAY 1, 2013

Lessor: **FIFTH THIRD BANK**
an Ohio banking corporation

Lessee: **CITY OF RIVIERA BEACH**
a city in the State of Florida

This Individual Payment Schedule is entered into this 1st day of May, 2013, by and between Lessor and Lessee pursuant to and subject to the terms and conditions of the Master Lease-Purchase Agreement dated as of May 1, 2013 (as amended, supplemented or modified from time to time, the "Master Lease-Purchase Agreement"). Lessor may include any parent, subsidiary or affiliate of Fifth Third Bank who endorses an Equipment Schedule. By endorsing herein such party hereby agrees to, and shall be bound by, the terms and conditions of the Master Lease regardless of whether it executed such Master Lease as the original Lessor. All of the terms of the Master Lease-Purchase Agreement are incorporated by reference herein. Capitalized terms used, and not otherwise defined, herein shall have the meanings attached thereto in the Master Lease-Purchase Agreement.

1. Equipment covered by this Individual Payment Schedule.

Subject to the terms and conditions hereof, Lessor agrees to acquire and lease to Lessee the equipment listed below ("Equipment").

Manuf. and/or Vendor Name & Invoice No.	Description of Equipment	Equipment Location	Serial Number	Invoice Total
TBD	Twelve (12) Chevy Tahoes and Eight (8) Chevy Impalas	600 West Blue Heron Blvd. Riviera Beach, Florida 33404	TBD	Up to $581,112.00
Total:				Up to $581,112.00

The total cost of the Equipment covered by this Individual Payment Schedule is Five Hundred Eighty One Thousand One Hundred Twelve Dollars ($581,112.00).

2. Escrow Agreement

In connection with this Individual Payment Schedule and prior to making any payments in respect of such Equipment, Lessor, Lessee and Escrow Agent shall execute and deliver an Escrow Agreement in form and substance satisfactory to Lessor, Lessee and Escrow Agent and establish an Acquisition Fund in accordance with the terms and conditions thereof.

3. Billing Address.

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4. Term.

The Scheduled Term is 36 months. The Final Period shall be the period commencing on the first day of the Fiscal Year in which the final payment is scheduled to occur and ending on April 1, 2017.

5. Rent and Purchase Option.

(a) Base Rent: See Schedule 1
(b) Commencement Date: May 10, 2013
(c) First Payment Date: May 1, 2014
(d) Payment Frequency: annually
(e) Number of Payments: Three (3)
(f) Purchase Price Dates and Purchase Price: See dates and amounts designated on Schedule 2

6. Base Rent.

The total cost for the Equipment is the amount specified in Section 1 hereof. Of that amount, Lessee shall pay No Dollars and No Cents ($0.00) and, subject to the terms and conditions hereof, Lessor shall advance Five Hundred Eighty One Thousand One Hundred Twelve Dollars ($581,112.00 (the "Lessor Amount")). The Base Rent of the Lease-Purchase Payments is determined by applying an annual rate of interest equal to one and 85/100ths percent (1.85%) (the "Implicit Interest Rate") of the outstanding balance equal to the Lessor Amount.

IN WITNESS WHEREOF, the parties have executed this Individual Payment Schedule by their authorized officers as of the date set forth above.

LESSOR:

FIFTH THIRD BANK

By: _____

Name: _____

Title: _____

LESSEE:

CITY OF RIVIERA BEACH

By: _____

Name: _____

Title: _____

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SCHEDULE 1
TO
INDIVIDUAL PAYMENT SCHEDULE 001

SCHEDULE OF PAYMENTS

Payment Number	Rent Payment Date	Interest Component of Base Rent	Principal Component of Base Rent	Total Base Rent Payment Due
1	5/1/2014	$ 10,481.81	$ 190,341.80	$ 200,823.60
2	5/1/2015	$ 7,229.25	$ 193,594.35	$ 200,823.60
3	5/1/2016	$ 3,647.75	$ 197,175.85	$ 200,823.60

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SCHEDULE 2
TO
INDIVIDUAL PAYMENT SCHEDULE 001

PURCHASE PRICE DATES AND PURCHASE PRICES

Purchase Price Date	Purchase Price
5/1/2014	$ 390,770.20
5/1/2015	$ 197,175.85
5/1/2016	$ 0.00

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CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: RESOLUTION

Subject: Resolution authorizing the Mayor and City Clerk to execute an agreement with Point and Pay to provide electronic payment services to the City of Riviera Beach for a period of three years, with two annual renewals at the City's option.

Recommendation/Motion: Authorize approval of the contract for three years.

Originating Dept.	FINANCE	**Costs:**	Estimated annual cost $36,000
User Dept.	ALL	**Funding Source:**	Utiltiy Special District
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Point and pay, a business development partner with the City's proprietary Utility Billing software provider, American Data Group (ADG). Point and Pay, through its business partnership with ADG, has license to proprietary software that can provide City Utility cusotmers automated acess to thier accounts through intereactive voice recognition technology and also facilitate electronic payment solutions via the city's website. Approval of this agreement would result in a cost savings of approximately $4000 for the City, as ADG would not be required to develop software for another electronic processing company to interface from scratch. Using this technology will free up staff time and eliminate the need to hire additional staff to process customer service transactions.

Staff is recommending that the convenience cost be absorbed by the city which is estimated for the first year to be $36,000.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	9068	36000	36000	48000	48000
Operating Costs					
External Revenues					
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact					
NO. Additional FTE Positions (cumulative)					

Is Item Included in Current Budget? No

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

Utiltiy Special District

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date	May 2, 2013
Contract End Date	May 1, 2016
Renewal Start Date	
Renewal End Date	
Number of 12 month terms this renewal	two
Dollar Amount	36,000
Contractor Company Name	Point and Pay
Contractor Contact	Mark Ruis
Contractor Address	Point and Pay LLC 110 State St. E, Suite D Oldsmar, Ffl 34677
Contractor Phone Number	Office 503-236-7069
Contractor Email	mruis@pointandpay.com

Type of Contract	Other
Describe	Electronc Payment Services Agreement

ATTACHMENTS:

Name:	Description:
RESOLUTION_AUTHORIZING_E_PAYMENT_SOLUTIONS_WITH_POINT_AND_PAY.doc	RESOLUTION POINT AND PAY
Point_and_Pay_Background_Information.pdf	BACKGROUND INFORMATION ON POINT AND PAY
City_of_Riviera_Beach_FL_-_PNP_Revised_4-10-2013.docx	POINT AND PAY CONTRACT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH POINT AND PAY TO PROVIDE E-PAYMENT SERVICES TO THE CITY OF RIVIERA BEACH FOR A PERIOD OF THREE YEARS, COMMENCING MAY 2, 2013, WITH TWO ANNUAL RENEWALS AT THE CITY'S OPTION AND THAT THE UTILITY SPECIAL DISTRICT ABSORB THE CONVENIENCE FEES FOR SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Point and Pay is business development partner of the City's proprietary Utility Billing software provider, American Data Group (ADG); and

WHEREAS, Point and Pay, through its business partnership with ADG, has license to proprietary software that can provide City Utility customers automated access to their accounts through interactive voice recognition technology and also facilitate the electronic payment solutions via the city 's website; and

WHEREAS, approval of this agreement would result in a cost savings of approximately $4000 for the City, as ADG would not be required to develop software for another electronic processing company to interface with the City's billing system; and

WHEREAS, the City will also be able to implement customer convenience immediately and avoid additional time that would be required for another service provider to develop software interface from scratch; and

WHEREAS, the acceptance of this contract integrates debit and credit card services via counter, online, and IVR for customer convenience and electronic payment solutions; and

WHEREAS, using this technology will free up staff time and eliminate the need to hire additional staff to process customer service transactions; and

WHEREAS, the convenience cost will be absorbed by the city which is estimated for the first year to be $36,000, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA,

Section 1. That the Mayor and City Clerk be authorized to execute a E-Payment Services Agreement with Point and Pay to provide IVR and electronic payment solutions for the City commencing May 2, 203 for a period of three years with two annual renewals at the City's option.

Section 2. That the City Manager and Finance Director are authorized to execute all documents that are necessary to carry out the provision of electronic payment solutions services with Point and Pay.

Section 3. That Staff is authorized to absorb all convenience fees related to payment processing estimated at $36,000 annually and will be charged to the Utility Special District Fund for same.

Section 4. This Resolution shall become effective upon its passage and approval by the City Council.

REMINDER OF PAGE LEFT BLANK INTENTIONALLY

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO-TEM

_____
JUDY L. DAVIS
COUNCILPERSON

_____
BRUCE A. GUYTON
COUNCILPERSON

_____
TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

C. THOMAS _____

D. PARDO _____

J. DAVIS _____

B. GUYTON _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

T. DAVIS _____

anywhere, anytime

Point&Pay

About Point&Pay

- Nationwide payment processing solutions since 1999
- More than 1000 clients in 41 states… and counting
- Provides proven, fully-integrated systems with PCI Level 1 certification
- Specializing in payment processing for:
  - Government
  - Courts, Clerks & Law Enforcement
  - Utilities
  - Education
  - Healthcare
  - Insurance
  - Motor Vehicles
  - Software Companies
- Point & Pay is owned by Troy, MI-based North American Bancard

North American Bancard

- One of the county's largest merchant services organizations
- Processes more than $12 billion+ each year on behalf of 100,000+ merchants nationwide
- Through NAB, Point & Pay offers significant benefits to our clients:
  - POS processing and equipment
  - Check verification, imaging and processing
  - Gift card/loyalty services
  - Smartphone, tablet & mobile solutions
  - PCI compliance

Point & Pay's Unique Features

- Customized for you:
  - Web pages
  - Messaging on receipts
  - Unique IVR 800 number
  - Recording
- Multi-pay checkout for in-person transactions
- One lump sum settlement (all card types)
- Real-time notification and access to payments
- Standard POS, wireless & more equipment options

Mobile Payments

Improve your customers' experiences by enabling payments via smartphones, tablet PCs, and mobile Internet devices. Point & Pay offers:

- Tablet-based mobile payment devices to multiply points of service
- Tablet-based kiosks at a fraction of the price of full-sized free-standing kiosks
- Wireless credit card terminals to access data and accept payments in the field
- Agent training and support for operation of mobile payment devices
- Purchase or lease options for acquiring hardware

Over the Phone: IVR Payments

- Unique 800 telephone number for constituents to make payments
- Fully-featured IVR system accepting all credit and debit cards
- Presentation of convenience fee prior to payment
- Unique confirmation number generated for all payments
- Option to speak to live operator

In-Person: Multi-Pay Screens, Step 1

Clerk views this screen to begin an over-the-counter transaction

Partner
Sample Client Point and Pay 1 (FL)
Office
Oldsmar Location
User

Your Messages
No recent messages

Payment Entry Form

Item* | Account | Amount*

Select
Select
GOV
Test Tax product
UTI
Select

Validate Form

First Name* | Last Name* | Phone Number*

Street Address* | City* | State* | Zip Code*

State*: Florida

Pay Method
Credit or Debit Card
Check here if this is a swipe transaction

Card Number* | Expiration* | CVN

Expiration*: 05 / 2012

Comments

Clear Form

- API Interface available
- This screen allows multiple payments to be taken at one time.

Over the Counter – Multi-Pay Screens Step 2

- Card can swiped using Point&Pay card readers
- Convenience fee is disclosed

Payment Entry Form

Item* | Account | Amount*

Test Tax product | 123456A | 100

Select

Select

Select

First Name* | Last Name* | Phone Number*

Jane | Doe | 1111111111

Street Address* | City* | State* | Zip Code*

111 Test Road | Tampa | Florida | 11111

Pay Method

Credit or Debit Card

Check here if this is a swipe transaction

Card Number* | Expiration* | CVN

4111111111111111 | 05 | 2013 | 111

Comments

This is a tax test payment

Validate Form

Validation Succeeded

Form Locked

Order Amount: $ 100.00

Processing Fee: $ 0.25

Total Amount: $ 100.25

By clicking process order, the customer agrees to pay the processing fee and the order will be processed.

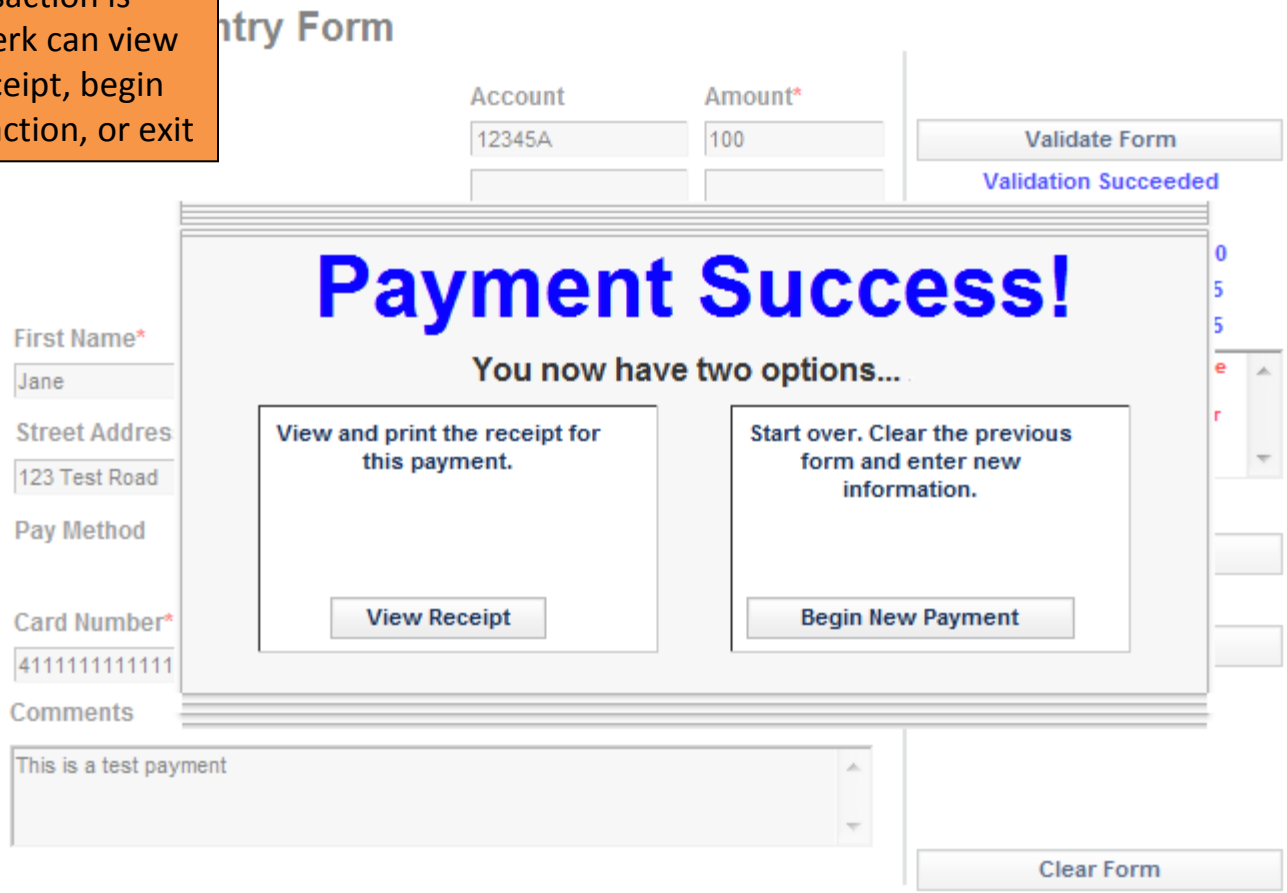
Make Changes

Process Order

Clear Form

In-Person: Multi-Pay Screens, Step 3

After transaction is processed, clerk can view and print receipt, begin another transaction, or exit



In-Person: Checkout Receipt Page, Step 4

Thank you for your payment!

This service has been provided by Sample Client Point and Pay 1, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Sample Client Point and Pay 1, FL , your payment was processed at Oldsmar Location office . This is printed in the confirmation email to the end user. Here we should have the client's TFN

Name:	Jane Doe
Address:	123 Test Road, Tampa FL, US, 11111
Contact:	1111111111
Comments:	This is a test payment
Payment ID:	**6011357**
Date:	04/26/12 02:38 PM
Subtotal:	$100.00
Fee:	$0.25
Total:	$100.25
Method:	Credit or Debit Card(**********1111)

Clerk can print a receipt for payer's signature

Item Purchased	Transaction Description	Account	Amount
Test Tax product	Test Tax	12345A	$100.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

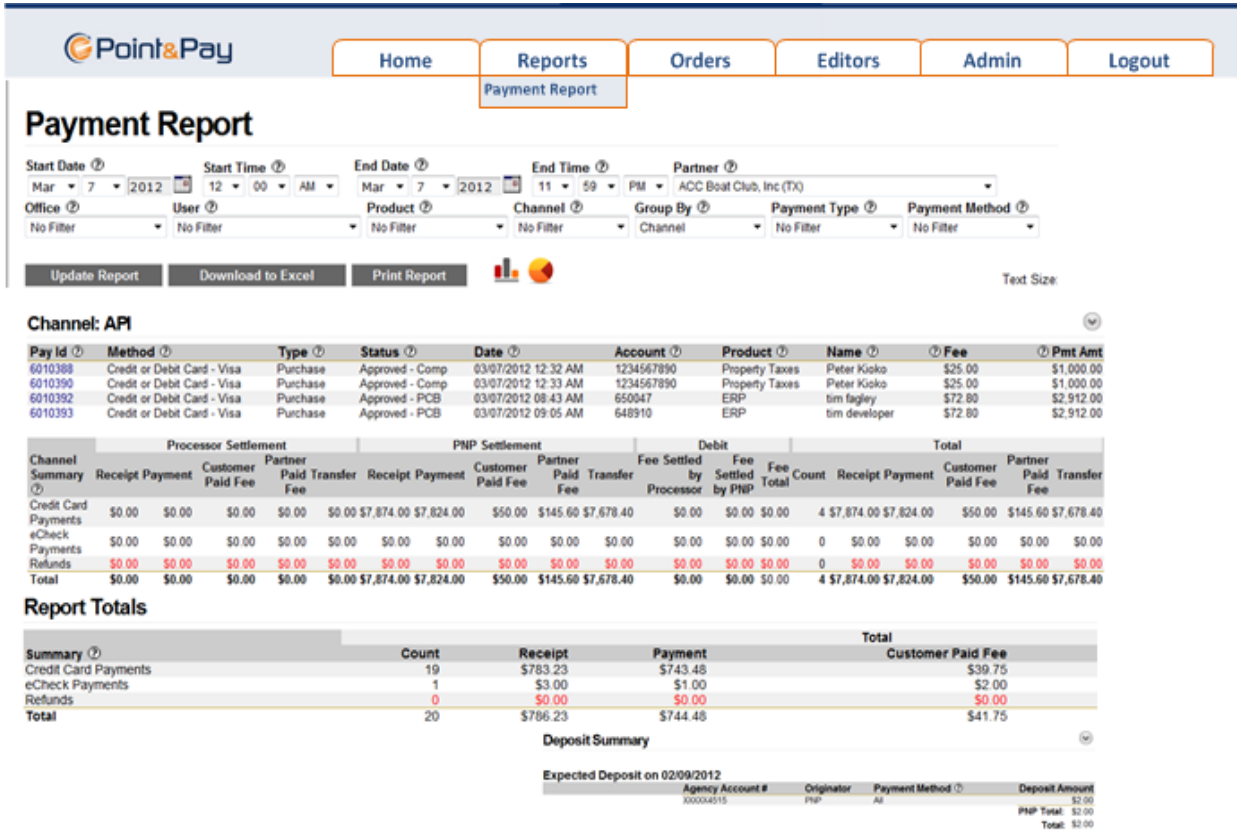
You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the Sample Client Point and Pay 1 and will read *Test Tax* . If you have any questions about either of these charges please call 1-888-891-6064.

Print Receipt Close Window

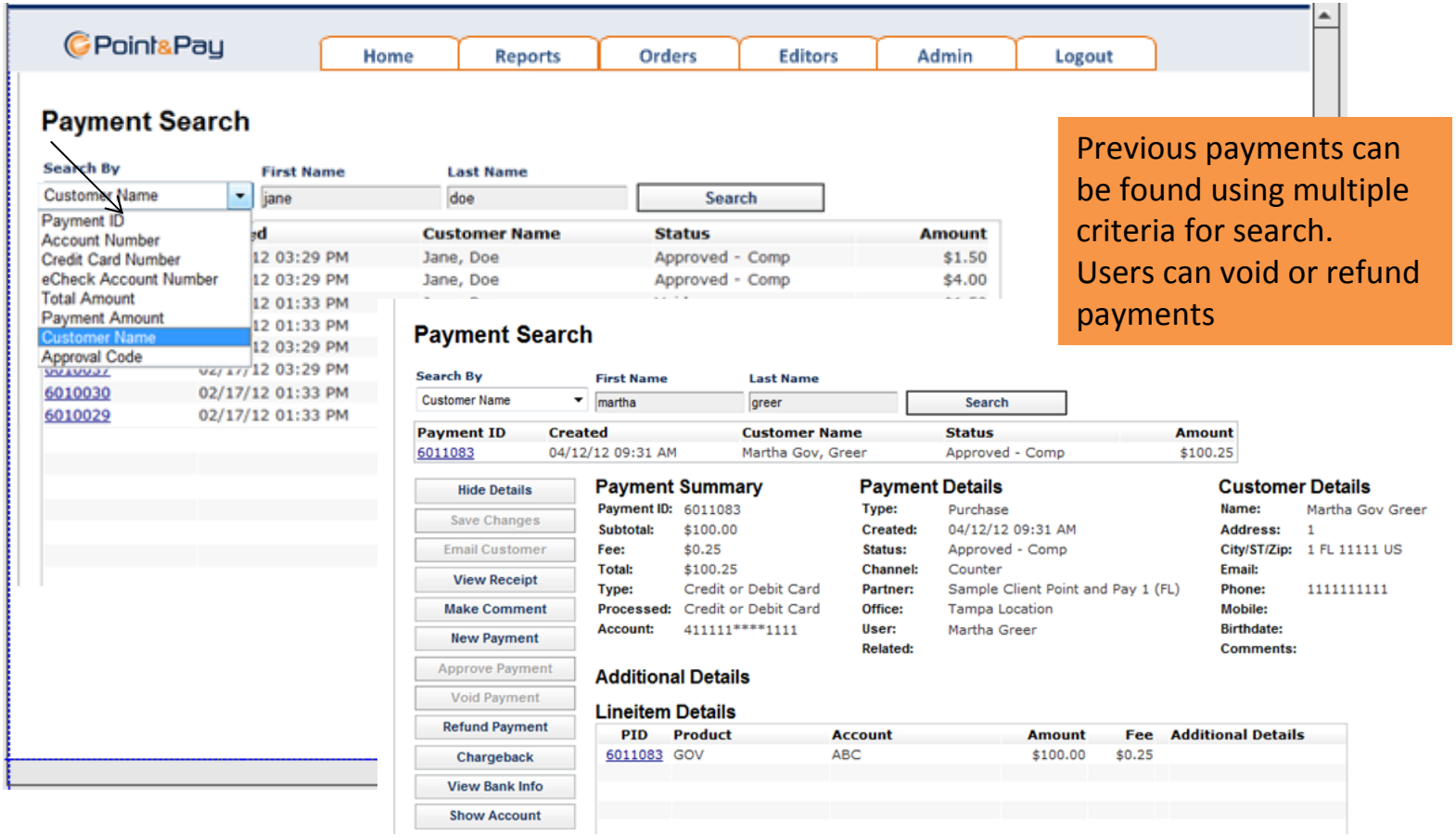
Real-Time Reporting

- Access to web-based real-time reports 24/7
- View data onscreen or export to Excel
- Customizable by:
  - Date Range
  - Payment type
  - Channel
  - Office
  - Clerk
- Work-log reports track clerk usage

Point & Pay offers consolidated deposits for one days worth of transactions.



Real-Time Voids, Changes & Duplicate Receipts



Previous payments can be found using multiple criteria for search.
Users can void or refund payments

Software Integration

- Seamlessly integrated with 500+ clients and 20+ software packages nationwide, including:
  - GCS Software
  - Manatron
  - Tyler Technologies
  - ADG
  - Colorado CustomWare
- Easy integration with standard APIs
- Enables customer account information lookup and real-time updates of payment information
- Billing data import tool adapts to your file format
- Revenue file generator exports payment information in your format

Implementation

- Week 1: Complete Product Worksheets and Client Application to set up each payment type; order Merchant IDs
- Week 2: Receive welcome kit
- Week 2-4: Receive card readers
- Week 3-4: Receive test links and test credit cards
- Week 3-5: Schedule and complete online training
- Week 5-7: Go live
- Timeline may vary by system customization

Personalized Support

- Dedicated Account Manager and Project Manager
- Individual training for agency personnel
- Direct support for customers 24 hours a day, 7 days a week
- Personal assistance to resolve customer charge-backs

You have unique needs… Point & Pay has intuitive payment solutions.

Contact Information

Mark Ruis

503.860.5015 Mobile

mruis@pointandpay.com

POINT AND PAY
E-PAYMENT SERVICES AGREEMENT

Parties:

Point and Pay LLC ("**PNP**")
110 State Street, Suite D
Oldsmar, FL 34677
A subsidiary of NAB, doing business in Delaware
Effective Date: 4/2/2013

[City of Riviera Beach FL
600 West Blue Heron Blvd.
Riviera Beach, FL 33404]("**Client**")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Application**") to enable Client's customers ("**Customers**")to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate/Department shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If **applicable**, Client shall pay the one-time Activation Fee of $500 (IVR) set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) **as specified** in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a $25 reject fee (per item) if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY.THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. Nothing contained in this section shall be construed or interpreted as consent by the client to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 168.28, Florida Statutes.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at https://www.pcisecuritystandards.org.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the non-exclusive provider of fee-based electronic payment services and that Client may procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date of May 2, 2013 and will end on the third (3rd) anniversary of the Effective Date (the "**Initial Term**"). This Agreement will automatically renew for successive two (1)-year terms (each, a "**Renewal Term**," and the Initial Term and any Renewal Term may be referred to as a "**Term**"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least thirty (30) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within thirty (30) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of Palm Beach County, State of Florida, without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client:	See Merchant Application
If to PNP:	Point and Pay LLC 110 State St. E, Suite D Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s)and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "**Effective Date**").

Point and Pay LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Riviera Beach, FL

Name: _____
Thomas A. Master, Mayor

Date: _____

Exhibit A
Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.

- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."

- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- First Level Support. PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- Second Level Support. PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours (8am – 10pm EST).

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B
Client Bank Account Information

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: REGULAR

Subject: Conceptual approval of the job incentives as outlined in the Qualified Target Industry (QTI) business pursuant to S. 288.108, Florida Statutes; providing for local financial support for the Qualified Target Industry Tax Program not to exceed $64,000

Recommendation/Motion: Approval of SolarTech Universal, LLC, a newly created corporate entity, as a Qualified
Target Industry (QTI) business pursuant to S. 288.108, Florida Statutes; providing for local financial support for the Qualified Target Industry Tax Program not to exceed $64,000

Originating Dept.	City Manager	**Costs:**	$64,000
User Dept.	City Manager	**Funding Source:**	General fund annual budget process
Advertised:	No	**Budget Account Number:**	001-0202-
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
SolarTech Universal, LLC is a solar panel manufacturing company based in New York. The company desires to establish a manufacturing and research and development facility in Riviera Beach, Florida and has purchased the property located at 1800 Old Dixie Hwy in Riviera Beach. The company anticipates a total capital investment of $11.7 million and
the creation of 80 new permanent full-time jobs within three years with an average annualized wage of $47,000, excluding benefits. Enterprise Florida is recommending to the State of Florida a QTI in the amount of $640,000 of which $128,000 is the required local match. The City of Riviera will provide half of the local match in the amount of $64,000. Palm Beach County will contribute the second half of

the local contribution in the amount of $64,000.

The five year local Economic Development Return on Investment is anticipated to be $85 million. The company will be required to enter into a formal agreement, with the City and with the Board of County Commissioners, memorializing their commitments and establishing criteria for funding distribution.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs		7000	12000	16000	16000
External Revenues					
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact	0				
NO. Additional FTE Positions (cumulative)					

Is Item Included in Current Budget? Yes

Budget Account NO: 001-0202-

B. Recommended Sources of Funds/Summary of Fiscal Impact :

General fund annual budget process

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
RESOLUTION_Solartech.docx	Solartech Resolution
Palm_Beach_Co_Solar_Tech_2013.pdf	PBCBCC Solartech
PBC_Resol.pdf	RESOLUTION BY THE BCC Palm Bch Co
Solartech_QTI_Analysis.pdf	QTI Analysis

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECOMMENDING APPROVAL OF SOLARTECH UNIVERSAL, LLC, A NEWLY CREATED CORPORATE ENTITY, AS A QUALIFIED TARGET INDUSTRY (QTI) BUSINESS PURSUANT TO s.288.108, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT FOR THE QUALIFIED TARGET INDUSTRY TAX PROGRAM NOT TO EXCEED $64,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SOLARTECH UNIVERSAL, LLC, a newly created corporate entity, manufactures solar panels within the United States; and

WHEREAS, the SOLARTECH UNIVERSAL, LLC proposed project will involve the construction of a new manufacturing and research and development facility in Riviera Beach, Palm Beach County, with a total investment of approximately $11.7 Million; and

WHEREAS, SOLARTECH UNIVERSAL, LLC will create 80 new permanent full-time jobs in Palm Beach County at an average annualized wage of $47,000, excluding benefits, which is 115% greater than the average wage in Florida; and

WHEREAS, Palm Beach County's Department of Economic Sustainability estimates that the proposed project would result in an Economic Development Return on Investment of $85 Million; and

WHEREAS, SOLARTECH UNIVERSAL, LLC, a for-profit corporation, has filed a QTI Tax Refund Program application with Enterprise Florida, Inc., to seek State tax refunds; and

WHEREAS, SOLARTECH UNIVERSAL, LLC has been identified as a Target Industry Business and qualifies within one of the high-impact sectors designated under s.288.1 08, Florida Statute; and

WHEREAS, one half of the local financial support for the Qualified Target Industry Tax Refund in the amount of $64,000 from Palm Beach County, and one half from the City of Riviera Beach, which amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support pursuant to s.288.108, Florida Statutes; and

WHEREAS, City of Riviera Beach has budgeted funds as an Incentive to use as local participation for the QTI and is designed to motivate businesses by providing funding assistance to either relocate to or establish a facility in Riviera Beach, Palm Beach County or of? which will result in the creation of fulltime jobs in Riviera Beach, Palm Beach County, increase the City and County's tax base, and strengthen and diversify the City and County's local economies; and

WHEREAS, City of Riviera Beach staff has determined that it will provide a Job Growth Incentive Grant to SOLARTECH UNIVERSAL, LLC in the amount of $64,000 as a local match for the QTI program match; and

WHEREAS, on April 2, 2013**,** Palm Beach County Board of County Commission approved a Job Growth Incentive Grant to SOLARTECH UNIVERSAL, LLC in the amount of $64,000 as a local match for the QTI program; and

WHEREAS, SOLARTECH UNIVERSAL, LLC is aware that the award is contingent upon the company entering into a formal agreement with the County to make a $11.7 Million capital investment in the new facility in Palm Beach County, creation of 80 permanent full-time jobs within three (3) years at an average annualized salary of $47,000, and retained for five (5) years from the date of compliance with the job creation requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. The City Council provide conceptual approval of SOLARTECH UNIVERSAL, LLC, as a Qualified Target Industry (QTI) business pursuant to s.288.108, Florida Statutes; providing for local financial support for the qualified target industry tax program not to exceed $64,000.

SECTION 2. This resolution should take effect immediately upon its passage and approval by the City Council.

{The remainder of this page intentionally left blank}

APPROVED:

_____	_____
THOMAS A. MASTERS **MAYOR**	**CEDRICK A. THOMAS** **CHAIRPERSON**

ATTEST:

_____	_____
CARRIE E. WARD **MASTER MUNICIPAL CLERK** **CITY CLERK**	**DAWN S. PARDO** **CHAIR PRO TEM**

_____

JUDY L. DAVIS
COUNCILPERSON

_____

BRUCE GUYTON
COUNCILPERSON

_____

TERRANCE DAVIS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. GUYTON _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

Agenda Item #: 4A1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	**April 2, 2013**	**[ ] Consent**	**[x] Regular**
		[ ] Ordinance	**[ ] Public Hearing**
Department:	**Department of Economic Sustainability**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) conceptually approve a Job Growth Incentive (JGI) Grant in the amount of $64,000 with SolarTech Universal, LLC;

B) adopt a Resolution by the Board of County Commissioners of Palm Beach County, Florida, recommending approval of SolarTech Universal, LLC, a newly created corporate entity, as a Qualified Target Industry (QTI) business pursuant to S. 288.108, Florida Statutes; providing for local financial support for the Qualified Target Industry Tax Program not to exceed $64,000; and

C) authorize the Office of Financial Management and Budget to administratively process a $64,000 budget transfer from the General Fund Contingency Reserves to the Department of Economic Sustainability JGI Program and a budget amendment of $64,000 to recognize the funds in the Economic Development Fund, following approval of the agreement.

Summary: SolarTech Universal, LLC is a solar panel manufacturing company based in New York. The company desires to establish a manufacturing and research and development facility in either Florida, Georgia, North Carolina, or South Carolina. The company is considering establishing the new facility in Riviera Beach. The company anticipates a total capital investment of $11.7 Million and the creation of 80 new permanent full-time jobs within three (3) years with an average annualized wage of $47,000, excluding benefits.

Enterprise Florida is recommending to the State of Florida a QTI in the amount of $640,000 of which $128,000 is the required local match. The City of Riviera Beach has agreed to provide half of the local match in the amount of $64,000. The County's one half of the local contribution will be in the form of a Job Growth Incentive Grant in the amount of $64,000. The Job Growth Incentive will be secured by a Letter of Credit or Bond. The five (5) year local Economic Development Return on Investment is anticipated to be $85 Million. The company will be required to enter into a formal agreement, approved by the Board of County Commissioners, memorializing their commitments and establishing criteria for funding distribution. **Funding from the JGI Grant will come from the General Fund Contingency Reserves**. District 7 (DW)

Background and Justification: (continued on page three)

Attachments:
1. Resolution
2. February 27, 2013 letter from the City of Riviera Beach
3. February 22, 2013 letter from Enterprise Florida

Recommended By: _____ 3-21-13
Department Director **Date**

Approved By: _____ 3-20-13
Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Grant Expenditures	$64,000				
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	$64,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes _____ No _X_
Budget Account No.:

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The source of funds are from general fund contingency reserve dollars for the Job Growth Incentive match if so approved by the Board of County Commissioners.

C. Departmental Fiscal Review: Shairette Major, Fiscal Manager I

3/21/13

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB 3/26/2013 3/21/13

Contract Development and Control 3/26/13 3-26-13

B. Legal Sufficiency:

3/27/13
Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Background and Justification: (continued from page one) The JGI Program continues to provide for long term economic growth in Palm Beach County and further diversification of the local economy. The JGI Program is implementing the Board's policy to attract new business to Palm Beach County, to support expanding existing businesses in the County that would otherwise expand elsewhere, and to create employment opportunities for residents of Palm Beach County.

RESOLUTION NUMBER 2013-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, RECOMMENDING APPROVAL OF SOLARTECH UNIVERSAL, LLC, A NEWLY CREATED CORPORATE ENTITY, AS A QUALIFIED TARGET INDUSTRY (QTI) BUSINESS PURSUANT TO s.288.108, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT FOR THE QUALIFIED TARGET INDUSTRY TAX PROGRAM NOT TO EXCEED $64,000

WHEREAS, SOLARTECH UNIVERSAL, LLC, a newly created corporate entity, manufactures solar panels within the United States; and

WHEREAS, the SOLARTECH UNIVERSAL, LLC proposed project will involve the construction of a new manufacturing and research and development facility in Palm Beach County with a total investment of $11.7 Million; and

WHEREAS, SOLARTECH UNIVERSAL, LLC will create 80 new permanent full-time jobs in Palm Beach County at an average annualized wage of $47,000, excluding benefits, which is 115% greater than the average wage in Florida; and

WHEREAS, Palm Beach County's Department of Economic Sustainability estimates that the proposed project would result in an Economic Development Return on Investment of $85 Million; and

WHEREAS, SOLARTECH UNIVERSAL, LLC, a for-profit corporation, has filed a QTI Tax Refund Program application with Enterprise Florida, Inc., to seek State tax refunds; and

WHEREAS, SOLARTECH UNIVERSAL, LLC has been identified as a Target Industry Business and falls within one of the high-impact sectors designated under s.288.108, Florida Statute; and

WHEREAS, Palm Beach County's Job Growth Incentive program is used as local participation for the QTI and is designed to motivate businesses by providing funding assistance to either relocate to or establish a facility in Palm Beach County or to help an existing local business with an expansion project which will result in the creation of full-time jobs in Palm Beach County, increase the County's tax base, and strengthen and diversify the County's local economy; and

WHEREAS, Palm Beach County has determined that it will provide a Job Growth Incentive Grant to SOLARTECH UNIVERSAL, LLC in the amount of $64,000; and

WHEREAS, the City of Riviera Beach has determined that it will provide a Job Growth Incentive Grant to SOLARTECH UNIVERSAL, LLC in the amount of $64,000; and

WHEREAS, SOLARTECH UNIVERSAL, LLC is aware that the award is contingent upon the company entering into a formal agreement with the County to make a $11.7 Million capital investment in the new facility in Palm Beach County, creation of 80 permanent full-time jobs within three (3) years at an average annualized salary of $47,000 and retained for five (5) years from the date of compliance with the job creation requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the Board hereby recommends SOLARTECH UNIVERSAL, LLC, a newly created corporate entity, be approved as a Qualified Target Industry Business pursuant to s.288.108, Florida Statutes.

BE IT FURTHER RESOLVED, that one half of the local financial support for the Qualified Target Industry Tax Refund exists in the amount of $64,000 from Palm Beach County, and one half from the City of Riviera Beach which amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support pursuant to s. 288.108, Florida Statutes.

BE IT FURTHER RESOLVED, that the amount of $64,000 exists in order to provide a Job Growth Incentive Grant to SOLARTECH UNIVERSAL, LLC.

BE IT FURTHER RESOLVED, that the Palm Beach County Board of County Commissioners has determined the basis of this project's average private sector wage commitment calculation shall be 115% greater than the State's average annual wage.

This resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and, being put to a vote, the vote was as follows:

DISTRICT 1: HAL R. VALECHE	_____
DISTRICT 2: PAULETTE BURDICK	_____
DISTRICT 3: SHELLEY VANA	_____
DISTRICT 4: STEVEN L. ABRAMS, MAYOR	_____
DISTRICT 5: MARY LOU BERGER	_____
DISTRICT 6: JESS R. SANTAMARIA	_____
DISTRICT 7: PRISCILLA A. TAYLOR, VICE MAYOR	_____

The Chair thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2013.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGAL SELF SUFFICIENCY

By: _____
Dawn S. Wynn
Senior Assistant County Attorney

ATTEST: SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

eflorida.com

Enterprise Florida

February 22, 2013

Shannon R. LaRocque
Assistant County Administrator
Palm Beach County
301 N Olive Avenue
West Palm Beach, FL 33401

Dear Ms. LaRocque:

With respect to Project Sky, please accept this letter as support for the project on behalf of Enterprise Florida. Based upon the information we have received and that has been provided in the application, and the fact that the Qualified Target Industry Tax Refund program is a performance based incentive, we are comfortable in proceeding with approval. Information in the General Project Overview indicates a maximum QTI award of $640,000 with the State refund totaling $512,000 and the Local Financial Support totaling $128,000.

All awards are contingent upon final approval from the Department of Economic Opportunity, and participation from the local jurisdiction. Any refund is, of course, contingent upon the company meeting its job creation and wage commitments. This letter is not to be construed as final approval. If you have any questions or need additional information, please contact me.

Best Regards,

Joel S. Gunter
Director, Business Development

Attachment # 2

Governor Rick Scott, Chairman • Brett Couch, Vice Chairman • Gray Swoope, President & CEO

800 North Magnolia Avenue, Suite 1100 • Orlando, Florida 32803 • T 407-956-5600 • F 407-956-5599

CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD. • RIVIERA BEACH, FLORIDA 33404
(561) 845-4010 FAX (561) 840-3353

OFFICE OF
CITY MANAGER

February 27, 2013

RECD MAR C 2013

Shannon R. LaRocque
Assistant County Administrator
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

Dear Ms. LaRocque:

Please accept this letter as support for "Project Sky" on behalf of the City of Riviera Beach, Florida. With the information provided to City staff along with a review of the project application, and the fact that the Qualified Target Industry Tax Refund program is a performance based incentive program, the City is willing to support the project.

Information in the Project Overview indicates a maximum QTI award of $640,000, with the State refund totaling $512,000, and the Local Financial Support totaling $128,000.

The City of Riviera Beach agrees to fund $64,000 of the $128,000 local support requirement. All awards are contingent upon final approval from the City of Riviera Beach City Council. Any contributions from the City of Riviera Beach are further contingent upon the company meeting its job creation and wage commitments as outlined in the project application. This letter is not to be construed as final approval.

If you have any questions or need additional information, please contact me.

Sincerely,

Best Regards,

Danny D. Jones
Interim Deputy City Manager

Attachment # 3

RESOLUTION NUMBER 2013- 0395

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, RECOMMENDING APPROVAL OF SOLARTECH UNIVERSAL, LLC, A NEWLY CREATED CORPORATE ENTITY, AS A QUALIFIED TARGET INDUSTRY (QTI) BUSINESS PURSUANT TO s.288.108, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT FOR THE QUALIFIED TARGET INDUSTRY TAX PROGRAM NOT TO EXCEED $64,000

WHEREAS, SOLARTECH UNIVERSAL, LLC, a newly created corporate entity, manufactures solar panels within the United States; and

WHEREAS, the SOLARTECH UNIVERSAL, LLC proposed project will involve the construction of a new manufacturing and research and development facility in Palm Beach County with a total investment of $11.7 Million; and

WHEREAS, SOLARTECH UNIVERSAL, LLC will create 80 new permanent full-time jobs in Palm Beach County at an average annualized wage of $47,000, excluding benefits, which is 115% greater than the average wage in Florida; and

WHEREAS, Palm Beach County's Department of Economic Sustainability estimates that the proposed project would result in an Economic Development Return on Investment of $85 Million; and

WHEREAS, SOLARTECH UNIVERSAL, LLC, a for-profit corporation, has filed a QTI Tax Refund Program application with Enterprise Florida, Inc., to seek State tax refunds; and

WHEREAS, SOLARTECH UNIVERSAL, LLC has been identified as a Target Industry Business and falls within one of the high-impact sectors designated under s.288.108, Florida Statute; and

WHEREAS, Palm Beach County's Job Growth Incentive program is used as local participation for the QTI and is designed to motivate businesses by providing funding assistance to either relocate to or establish a facility in Palm Beach County or to help an existing local business with an expansion project which will result in the creation of full-time jobs in Palm Beach County, increase the County's tax base, and strengthen and diversify the County's local economy; and

WHEREAS, Palm Beach County has determined that it will provide a Job Growth Incentive Grant to SOLARTECH UNIVERSAL, LLC in the amount of $64,000; and

WHEREAS, the City of Riviera Beach has determined that it will provide a Job Growth Incentive Grant to SOLARTECH UNIVERSAL, LLC in the amount of $64,000; and

WHEREAS, SOLARTECH UNIVERSAL, LLC is aware that the award is contingent upon the company entering into a formal agreement with the County to make a $11.7 Million capital investment in the new facility in Palm Beach County, creation of 80 permanent full-time jobs within three (3) years at an average annualized salary of $47,000 and retained for five (5) years from the date of compliance with the job creation requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the Board hereby recommends SOLARTECH UNIVERSAL, LLC, a newly created corporate entity, be approved as a Qualified Target Industry Business pursuant to s.288.108, Florida Statutes.

BE IT FURTHER RESOLVED, that one half of the local financial support for the Qualified Target Industry Tax Refund exists in the amount of $64,000 from Palm Beach County, and one half from the City of Riviera Beach which amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support pursuant to s. 288.108, Florida Statutes.

BE IT FURTHER RESOLVED, that the amount of $64,000 exists in order to provide a Job Growth Incentive Grant to SOLARTECH UNIVERSAL, LLC.

BE IT FURTHER RESOLVED, that the Palm Beach County Board of County Commissioners has determined the basis of this project's average private sector wage commitment calculation shall be 115% greater than the State's average annual wage.

This resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Berger who moved its adoption. The motion was seconded by Commissioner Vana and, being put to a vote, the vote was as follows:

DISTRICT 1: HAL R. VALECHE	Aye
DISTRICT 2: PAULETTE BURDICK	Aye
DISTRICT 3: SHELLEY VANA	Aye
DISTRICT 4: STEVEN L. ABRAMS, MAYOR	Aye
DISTRICT 5: MARY LOU BERGER	Aye
DISTRICT 6: JESS R. SANTAMARIA	Aye
DISTRICT 7: PRISCILLA A. TAYLOR, VICE MAYOR	Aye

The Chair thereupon declared the Resolution duly passed and adopted this 2nd day of April, 2013.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGAL SELF SUFFICIENCY

By: _____
Dawn S. Wynn
Senior Assistant County Attorney

ATTEST: SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller certify this to be a true and correct copy of the original filed in my office on APR 02 2013
dated at West Palm Beach, FL on 4/10/13
By: _____
Deputy Clerk

Project Sky QTI Analysis	
Employees	80
Average Annual Wage	$ 47,000
Standard QTI Per Job Award	$ 3,000
Enterprise Zone Bonus	$ 3,000
High Impact Sector Bonus	***$ 2,000***
Total QTI Per Job Award	$ 8,000
Total QTI Award	$ 640,000
State Match	$ 512,000
Local Match	$ 128,000
County Match	$ 64,000
City Match	$ 64,000

QTI Local Match Payout Schedule							
Time Period	2014	2015	2016	2017	2018	2019	TOTAL PAYOUT
Jobs Created	35	25	20				
Percentage of Total Jobs	44%	31%	25%				
Percentage of QTI Match for Jobs Created	$ 28,000	$ 20,000	$ 16,000				
25% (maximum available per program)	$ 7,000.00	$ 7,000.00	$ 7,000.00	$ 7,000.00			
25% (maximum available per program)		$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00		
25% (maximum available per program)			$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	
City / County Payout	$ 7,000.00	$ 12,000.00	$ 16,000.00	$ 16,000.00	$ 9,000.00	$ 4,000.00	$ 64,000.00

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: RESOLUTION

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 004 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, AMENDING THE PROGRAM DEADLINE FROM JUNE 15, 2013, TO DECEMBER 14, 2013; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends approval of DRI Agreement Amendment 004.

Originating Dept.	Community Development	**Costs:**	n/a
User Dept.	City	**Funding Source:**	Disaster Recovery Initiative Program.
Advertised:	No	**Budget Account Number:**	116-0717-525-0-4602 Repair & Maint.
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
In 2008, Palm Beach County entered into a contract with the State of Florida, Department of Community Affairs in connection with the United States 2005 Disaster Recovery Initiative (DRI) Program in which the State had grant funds provided by the United States Department of Housing and Urban Development via the Community Development Block Grant Program for damages incurred from Hurricane Wilma in 2005. In March 2008 the City entered into its initial agreement with Palm Beach County in the amount of $1,236,000 for the implementation of the DRI Program; with subsequent amendments in April 2009, October 2009, February 2010, August 2010, and January 2011. A new agreement was approved in June 2012, and was amended in September 2012 to extend the program completion date from September 2012 to June 2013; amended in November 2012 to increase rehabilitation expenses from up to $45,000 to up to $80,000 per residence; and amended in February of 2013 to allocate up to $105,000 for a Rehabilitation Consultant. Palm Beach County has

provided the City with DRI Agreement Amendment 004, which extends the program deadline from June 15, 2012 to December 14, 2013. Assistance under the program will be provided in order to repair damages caused by Hurricane Wilma while upgrading structures to meet applicable housing and building codes. To date, 35 of the initial 85 applications have been closed, (10 completed, 25 ineligible).

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012-2013	2013-2014
Capital Expenditures	n/a	n/a
Operating Costs	n/a	n/a
External Revenues	n/a	n/a
Program Income (city)	n/a	n/a
In-kind Match (city)	n/a	n/a
Net Fiscal Impact	n/a	n/a
NO. Additional FTE Positions (cumulative)	n/a	n/a

Is Item Included in Current Budget? No

Budget Account NO: 116-0717-525-0-4602 Repair & Maint.

B. Recommended Sources of Funds/Summary of Fiscal Impact :

Disaster Recovery Initiative Program.

C. Department Fiscal Review

No comment.

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

No comment.

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
DRI_Agreement_Amendment_004,_Resolution.doc	DRI Agreement Amendment 004, Resolution
DRI_Agreement_Amendment_004.pdf	DRI Agreement Amendment 004
DRI_Agreement_-_June_27,_2012.pdf	DRI Program Agreement - June 27, 2012
CRB_Reso._No._105-12_-_DRI_Amendment_001.pdf	CRB Reso. No. 105-12 - DRI Amendment 001
CRB_Reso._No._125-12_-_DRI_Amendment_002.pdf	CRB Reso. No. 125-12 - DRI Amendment 002
CRB_Reso._No._17-13_-_DRI_Amendment_003.pdf	CRB Reso. No. 17-13 - DRI Amendment 003

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 004 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, AMENDING THE PROGRAM DEADLINE FROM JUNE 15, 2013, TO DECEMBER 14, 2013; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) entered into a contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative (DRI) Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, in March 2008, the City was allocated $1,236,000 under the original contract with the County to implement specified DRI Program activities; and

WHEREAS, the agreement between the City and the County dated March 24, 2008 was amended in April and October 2009, August 2010, and January 2011.

WHEREAS, a new agreement was executed in June 2012, and amended in September and November of 2012 and in February 2013; and

WHEREAS, Amendment 004 modifies the DRI Program deadline from June 15, 2013, to December 14, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council approves amendment 004 to the DRI Agreement with Palm Beach County, to modify the program deadline from June 15, 2013, to December 14, 2013.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute the amendment.

SECTION 3. The City Council authorizes the Director of Finance and Administrative Services to disburse funds in accordance with the amended DRI Agreement.

SECTION 4. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this _____day of _____, 2013.

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: _____

SECONDED BY: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

AMENDMENT 004 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH

Amendment 004 entered into on _____, by and between **Palm Beach County** and the **City of Riviera Beach**.

W I T N E S S E T H:

WHEREAS, **Palm Beach County** entered into an Agreement (2012-1252) with the **City of Riviera Beach** on June 27, 2012, as amended by Amendment 001 (R2012-1803) on September 11, 2012, by Amendment 002 (R2013-0143) on December 10, 2012 and by Amendment 003 on March 12, 2012, to provide $1,105,745 under the State of Florida's 2005 Disaster Recovery Initiative Program (DRI-2) for the use of Community Development Block Grant funds to implement a housing rehabilitation program; and

WHEREAS, the parties wish to modify the Agreement to extend the project completion date, and

WHEREAS, both parties mutually agree that the original Agreement, as amended, is hereby further amended as follows:

A. PART III - SECTION 1 – MAXIMUM COMPENSATION:
Replace "June 15, 2013" with "December 14, 2013".

B. PART III - SECTION 2 – TIME OF PERFORMANCE:
Replace "June 15, 2013" with "December 14, 2013".

C. EXHIBIT "A" – WORK PROGRAM NARRATIVE - SECTION V: MONTHLY PERFORMANCE REQUIREMENTS:
Replace "June 15, 2013" with "December 14, 2013"; and

Replace "September, 2012 to April, 2013" with "May, 2013 to November, 2013"; and

Replace "May and June, 2013" with "November and December, 2013".

D. EXHIBIT "A" – WORK PROGRAM NARRATIVE – PART III – SECTION A – THE COUNTY AGREES TO:
Add the following:

(4) These allocations for property rehabilitation construction, activity delivery and eligible Consultant costs are subject to DEO approval.

NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Thomas A. Masters, Mayor

By: _____
Carrie E. Ward, City Clerk

By: _____
Pamala H. Ryan, City Attorney

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and Legal Sufficiency

By: _____
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard
Deputy Director

Z:\DRI 2\Riviera Beach\Amend 4 to Agreement no 4- Riviera Beach.docx

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF RIVIERA BEACH

THIS AGREEMENT, entered into this _____ day of 06-27-2012 _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, and the City of Riviera Beach, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, Palm Beach County has entered into a Contract (number 07DB-3V-10-60-01-Z07) with the State of Florida, Department of Economic Opportunity, in connection with the State's 2005 Disaster Recovery Initiative Program which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

WHEREAS, the City of Riviera Beach was allocated certain funds under said Contract to implement specified activities under the 2005 Disaster Recovery Initiative Program; and

WHEREAS, Palm Beach County desires to engage the City of Riviera Beach to implement the activities associated with the funds allocated to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS

1. DEFINITIONS

(1) "County" means Palm Beach County.
(2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
(3) "DES" means Palm Beach County Department of Economic Sustainability.
(4) "Municipality" means the City of Riviera Beach.
(5) "State" means the State of Florida, Department of Economic Opportunity (DEO).
(6) "Contract" means contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida.
(7) "DES Approval" means the written approval of the DES Director or his designee.
(8) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement. All the beneficiaries of a project funded under this Agreement shall be low and moderate income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion.

3. APPLICABLE CONDITIONS

The Municipality shall be bound by the Contract to the extent applicable to this Agreement. Furthermore, the conditions applicable to the activities undertaken in connection with this Agreement shall include but not be limited to those listed below (as they may be amended

from time to time). Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;
2. Florida Small and Minority Business Act, s 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla Admin. Code.;
9. DEO Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R., part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55- Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s 1251 et. seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981;
28. Clean Water Act of 1977;
29. Davis - Bacon Act;
30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
31. The Wildlife Coordination Act of 1958, as amended;
32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.;
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
39. Executive Order 11296, relating to the evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C. s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892 - Fair Housing;
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment /Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1924;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C. s. 1251 et. seq.);
58. OMB Circulars A-87, A-122 and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;
61. Emergency Rule 9BER05-2, CDBG Disaster Recovery Funds;
62. HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01].

PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of $1,105,745 (as more specifically detailed in Exhibit "A" hereto) for the period of beginning March 24, 2008, through and including September 16, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Reimbursement for Eligible Project Costs: The Municipality, having entered into an Agreement (R#2008-1483), dated March 24, 2008 with the County effective from March 24, 2008, to September 16, 2011, for the use of funds in connection with specified activities under the Community Development Block Grant, has not fully expended all of the aforementioned funds. Both parties are in mutual agreement to continue this project and utilize the remaining funds to provide specified activities for eligible activities. Therefore, the Municipality may submit reimbursement requests to DES for eligible costs incurred for eligible activities expended during the eligibility period between March 24, 2008 through and including the date of expiration of this Agreement.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under State Contract number 07DB-3V-10-60-01-Z07. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to September 16, 2012.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in DES Policies and Procedures Memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, the State, or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS - SUMMARY

The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

(a) All subcontracts and agreements pursuant to this Agreement;
(b) All change orders;

(c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A.

(8) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported and returned to DES. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small business and minority/women - owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

All the beneficiaries of a project funded under this Agreement shall be low and moderate income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Municipality shall provide written verification of compliance to DES upon DES's request.

4. EVALUATION AND MONITORING

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or designees, copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete all reports required. The Municipality shall allow DES, the State, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES, the State, or HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, the County, U.S. HUD, or the Comptroller General for

examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over $500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five (5) years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

The County and the City acknowledge the waiver of sovereign immunity for liability in tort contained in S.768.28 F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The County and the City agree to be responsible for all such claims and damages, to the extent and limits provided in S.768.28 F.S., arising from the actions of their respective employees.

10. INSURANCE

Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under S.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

ASBESTOS LEGAL LIABILITY OR THIRD PARTY POLLUTION LIABILITY

When applicable the Municipality shall ensure that a contractor shall agree to maintain Pollution Liability, or similar Asbestos Legal Liability, at a minimum limit not less than $1,000,000 per occurrence/$2,000,000 annual aggregate providing coverage for damages including but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability policy. When a self-insured retention or deductible exceeds $10,000, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to evaluating the acceptability of a higher self-insured retention or deductible in relationship to the Contractor's financial condition. Coverage shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an "Additional Insured."

11. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

13. CITIZEN PARTICIPATION

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

14. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

15. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

(1) This Agreement, including its Exhibits, which the County may revise from time to

time, as required;

(2) Office of Management and Budget Circulars A-87, A-102, A-133, and 24 CFR Part 85;

(3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;

(4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

(5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;

(6) Florida Statutes, Chapter 112;

(7) Palm Beach County Purchasing Code;

(8) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended;

(9) The Municipality's personnel policies and job descriptions; and

(10) The Municipality's Certificate of Insurance.

(11) Contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida.

The Municipality agrees to maintain all of these documents on file at its principal office. Also, the Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file.

16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to DES or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION DUE TO CESSATION

In the event the grant to the County under the Contract is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the State specifies.

17. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and

to the Municipality's City Manager when delivered to its address on page one (1) of this Agreement. If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within ten (10) days of the change.

20. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

21. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

22. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

23. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

24. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of forty-nine (49) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

25. ENTIRE UNDERSTANDING

This Agreement and its provisions between the parties hereto constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this 06-27-2012 day of _____, 20____.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

BY:_____
Thomas Masters, Mayor

BY:_____
Carrie E. Ward, City Clerk

BY:_____
Attorney for Municipality
(Signature Optional)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

By:_____
Tammy K. Fields
Senior Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By:_____
Journey Beard, Director
Contract Development & Quality Control

EXHIBIT A
WORK PROGRAM NARRATIVE

I. THE PARTIES AGREE THAT:

A. PRIOR AGREEMENT: The project contained in this Agreement is a continuation of the project contained in a prior agreement between the Municipality and the County (R2008-1484) dated March 24, 2008, as amended by Amendment 001 (R2009-0650) on April 21, 2009, and by Amendment 002 (R2009-1675) on October 6, 2009 (collectively hereinafter the "First Agreement") a continuation of the project contained in a prior agreement between the Municipality and the County (R2010-1419) dated August 10, 2010, and subsequently approved on September 14, 2010 (hereinafter the "Second Agreement"), and a continuation of the project contained in a prior agreement between the Municipality and the County (R2011-0620) dated January 6, 2011 (hereinafter the "Third Agreement"). The terms and conditions of said First Agreement, Second Agreement, and Third Agreement are incorporated herein by reference.

B. ELIGIBLE PAYMENTS AND/OR REIMBURSEMENTS: All payments and/or reimbursements deemed eligible under the First, Second and Third Agreements shall be eligible under this Agreement.

C. PROJECT ACCOMPLISHMENTS: The project requirements contained in the First, Second and Third Agreements are repeated herein in substantial form. Changes have been made in order to update these requirements for this Agreement. The parties recognize that the following project activities have been accomplished, and where indicated below, the County has paid and/or reimbursed the Municipality for such project activities:

To date, the Municipality has obtained DES funding approval for five (5) applicants and seven (7) files were reimbursed. The Municipality has accepted applications, proposed applicant files, received funding approval from the County for homeowners, expended funds on rehabilitation activities, and received reimbursement from the County in the amount of $94,255 from the $1,200,000 allocated for rehabilitation construction costs and related expenses regarded as eligible under the First, Second and Third Agreements.

II. THE MUNICIPALITY AGREES TO:

A. OVERVIEW:

The purpose of this Agreement is to make funds available to the Municipality under the State of Florida funded 2005 Disaster Recovery Initiative Program to enable the Municipality to implement a rehabilitation program ("Program") in conjunction with which it may provide technical and financial assistance to qualified low and moderate income property owners (as defined herein) who reside in detached one dwelling structures (entirely used for residential purposes) and located within its municipal boundaries. The Municipality agrees to assist a minimum one hundred (100) households, and agrees that it shall provide assistance under this Program to rehabilitate and upgrade these structures to meet applicable housing and building codes in order to effectuate repairs of damages caused as a result of Hurricane Wilma. Work on these properties may include, but is not limited to, roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. The final number of homes addressed with funding made available under this Agreement shall depend on the actual cost of undertaken projects, and therefore may vary from the stated number.

B. REGULATORY STANDARDS:

The regulatory standards applicable to the activities undertaken in connection with this Agreement shall include but not be limited to the ones listed below, and those enumerated elsewhere in this Agreement. Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 570).
HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 35).
HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
TITLE X: Title X - Residential Lead-Based Paint Hazard Reduction Act of 1992.
EPA: U.S. Environment Protection Agency regulations (40 CFR Part 745).
EPA: U.S. Environment Protection Agency regulations (40 CFR Part 61).
OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926).
PBC: Palm Beach County Purchasing Code.

The Municipality recognizes and understands that the applicable regulations, statutes, ordinances, or all other applicable documents may be amended from time to time during the term of this Agreement. The Municipality agrees to abide by all such amendments as relates to the activities undertaken in connection with this Agreement, and as determined by DES.

The Municipality recognizes and understands that during the term of this Agreement, new regulations, statutes, ordinances, and other applicable documents may be issued that affect the activities undertaken in connection with this Agreement. The Municipality agrees to abide by all such new regulations, statutes, ordinances, and other applicable documents as determined by DES.

Should, after the execution of this Agreement, it be discovered that requirements concerning certain activities to be undertaken in connection with the Agreement are absent, the parties agree to abide by the decision of the State on such requirements. In the instance that the State elects not to provide a decision on an absent requirement, or allows for a local choice in the matter, the parties agree that all requirements pertaining to any such matter shall be at the discretion of the County.

C. PROGRAM ADMINISTRATOR:

The Municipality shall designate an employee of the Municipality to be the "Program Administrator" in connection with projects undertaken this Agreement, and shall notify DES of the identity of such Program Administrator. The Program Administrator shall act as the primary contact person between DES staff and persons designated by the Municipality to be involved in implementing projects undertaken under this Agreement. In addition to channeling communication between DES, the Municipality, and the above described designated persons, the Program Administrator shall review all materials and files submitted by the Municipality to DES in connection with this Agreement, and shall be the recipient of all materials and files provided by DES to the Municipality. The Program Administrator shall track and maintain awareness of the status and progress of all undertaken projects and submit the reports required hereunder.

D. PROGRAM INSPECTOR:

The Municipality shall utilize an "Inspector" in connection with this Agreement. The Inspector shall either be an employee of the Municipality or a qualified consultant under contract with the Municipality. The costs of such employee or such consultant shall be reimbursable as an activity delivery cost, or as approved by DES.

The Inspector shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall, at minimum, perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests. The Inspector shall be able to review lead-based paint inspection and risk assessment reports and determine the actions to be taken to comply with federal lead-based paint regulations, maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

E. PROGRAM ADVISOR:

The Municipality shall utilize an "Advisor" in connection with this Agreement. The Advisor shall either be an employee of the Municipality, or be a qualified consultant under contract with the Municipality. The costs of such employee or such consultant shall be reimbursable as an activity delivery cost, or as approved by DES.

The Advisor shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Advisor shall, at minimum, perform a variety of program implementation tasks including the participant application process, the applicant eligibility determination process, financial underwriting, project closings, and expenditure tracking and reconciliation.

F. OUTREACH AND APPLICANT SELECTION:

The Municipality's outreach effort in publicizing the rehabilitation program being undertaken in connection with this Agreement shall include announcements at public meetings and community events, distribution of flyers/brochures to affected residents, announcements through electronic and print media, and dissemination of program information through other service providers in the community.

The Municipality shall develop, publish to its residents, and use its own selection method for applicants to be funded under this Agreement, provided that such method is fair and equitable, and provided that it does not in any manner violate any of the provisions contained in this Agreement.

G. THE APPLICATION PROCESS:

The Municipality shall invite each selected applicant to submit a written, signed, and dated application (for the purposes of this Agreement, all owners of a property to be rehabilitated who reside at such property shall be regarded as applicants, and "applicant" as referred to herein shall also mean the plural term "applicants"). The Municipality shall advise the applicant of the Program's objective and explain the type of work undertaken under the Program without specific reference to the applicant's property. Applicants shall be advised that the primary purpose of the Program is to address property deficiencies to the extent practicable and feasible to meet applicable housing and building code standards and to effectuate the repair of damages caused as a direct result of Hurricane Wilma.

Applicants shall be advised of Program requirements to receive assistance and the steps involved in the rehabilitation process and their role in it. Applicants shall also be informed of the financing arrangements available under the Program.

The application shall solicit information about the applicant such as:
- Name of applicant(s) and any other household members residing at the property (whether related to the property owner or not) and relationship to property owner(s) as well as contact telephone numbers.
- Address of the property, legal description and the Property Control Number.
- Social security numbers, dates of birth of applicant(s) and ages of household members.
- Employment information on all household members.
- All other income for the household including: wages, salaries, bonuses, pensions, social security, disability, unemployment, self employment, rental income, interest, dividends, public assistance, alimony, child support, and income derived from assets.
- A listing of all assets owned by the applicant(s) and their associated value.
- Information about any mortgages on the property.
- Insurance information including name of insurer, agent, address, policy number, and type, amount, and dates of coverage.

In conjunction with accepting an application from a selected applicant, each such applicant shall be asked to submit documentation in support of the application, such as copies of: deed, mortgage(s), pay stubs, driver's license, social security card, death certificates, the last IRS tax return (last two returns for self-employed persons), and copies of insurance policies.

The Municipality shall obtain from the applicant for the applicant's file a copy of the driver's license or other picture identification document for each adult household member of the applicant, and shall obtain a copy of the social security card for each household member.

At the time of application submission, a preliminary review shall be made of the information provided and the applicant shall be requested to sign certain pertinent release forms that enable the Municipality to verify information in the application with outside parties. Other such forms shall also be signed by the applicant at later times as the need arises in the process of reviewing the application. These release forms for example include: employment verification, social security benefits verification, and pension verification.

In order to avoid any duplication of benefits, applicants shall be asked to provide signed certifications regarding the receipt of any insurance, SBA, or FEMA payments for damages to the property resulting from Hurricane Wilma. The Municipality shall devise a certification form to be used by each applicant to certify whether or not the applicant received any insurance payments (which certification form shall be placed in the applicant's file). In addition, each applicant shall be required to sign a release form to be submitted to FEMA (provided herein as Exhibit "B") for the purpose of verifying the receipt of any FEMA payments in connection with damages resulting from Hurricane Wilma. The Municipality shall fax this release form to FEMA with a request for information, regardless of whether the applicant applied for, or received, any FEMA assistance, and place FEMA's response in the applicant's file. The County shall provide the Municipality with FEMA contact information at a later date. Furthermore, the Municipality shall verify whether the applicant received any assistance from the United States Small Business Administration (SBA) by verifying the presence of the applicant's name on a list of SBA recipients to be provided by the County to the Municipality at a later date. The Advisor shall complete, sign and place a form in the applicant's file indicating whether the applicant's name appears on SBA's list.

At time of application, the Municipality shall establish whether the applicant's property suffered damages as a direct result of Hurricane Wilma. As a condition for receiving assistance, each applicant must be documented as having had damage to their home from Hurricane Wilma by means of:

- A copy of an associated FEMA verification/claim, or
- A verified associated insurance claim, or
- DEO approval of a property identified on the "DRI Damage Assessment Report," which is attached as Exhibit "H" and is incorporated by reference. This Exhibit should be considered as a partial map. A comprehensive map of documented properties is maintained by the Municipality, or
- Approval by DES.

At time of application, the Municipality shall provide each applicant with a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", informing applicants of the potential risk of lead hazard exposure from renovation activity that may be performed in their homes, and the Municipality shall obtain from the applicant a signed receipt indicating that the applicant has received the stated pamphlet which receipt shall be placed in the applicant's file.

In conjunction with accepting an application from a selected applicant, the Municipality shall determine and document the "year built" of the applicant's home. The source to be used for "year built" information shall be the Palm Beach County Property Appraiser whose data may be accessed through the internet at http://www.co.palm-beach.fl.us/papa/index.htm. The Municipality shall obtain a print out of the "year built" information and place it in the file for each applicant.

H. THE INITIAL INSPECTION PROCESS:

The Inspector shall perform an inspection of the property proposed for rehabilitation for the purpose of assessing the conditions of the property and to determine if rehabilitation is necessary and feasible. If the Inspector determines that the property did not sustain any damages from Hurricane Wilma, then the Municipality shall reject the application for assistance by providing the applicant written notice of such determination. If the Inspector determines that the property did sustain damages from Hurricane Wilma (as supported by the documentation mentioned above), then the Inspector shall determine if the repair of such damages as well as the work needed to address all housing and building code violations is feasible within the funding limits of the program.

In making this determination special attention shall be given to un-permitted additions and un-permitted enclosures. Un-permitted additions and un-permitted enclosures that can be practically improved as part of the rehabilitation process, and within the funding limits, may be undertaken. Un-permitted additions and un-permitted enclosures that cannot be practically improved as part of the rehabilitation process, and within the funding limits, shall be removed in conjunction with the rehabilitation process.

Rehabilitation shall be deemed "feasible" when the cost of complying with the requirements of the Program as specified in this Agreement can be achieved within the funding limits

established for the Program. That is, the cost of meeting the requirements of applicable code standards, hurricane damage repairs, lead-based paint remediation, hurricane protection, etc. In the event that the cost of complying with the requirements of the Program exceeds the funding limits established for this Program, rehabilitation may still be deemed "feasible" if the sum of the amount funded through this Program as specified in this Agreement plus amounts funded by the applicant (such as SBA/FEMA payments, insurance proceeds, or the applicant's personal funds) are sufficient to meet the cost of complying with the requirements of the Program.

In this regard, after considering the amount of funding per applicant as allowed by this Agreement, and any SBA/FEMA payments and insurance proceeds, the Advisor shall discuss the anticipated costs with the applicant, and explore the possibility and potential of the applicant providing the gap in funds needed for the project. As part of this discussion, the Advisor shall not only consider the rehabilitation cost estimate provided by the inspector, but also other associated costs such as mortgage recording fees and termite treatment costs. Pursuant to this discussion, the Municipality shall then reach a decision whether to further pursue the project based on the ability of the applicant to fund the aforesaid gap from the applicant's resources or from a lender. Upon determining that a project cannot be undertaken based on the above (that is, the project is not feasible), the Municipality shall issue the applicant an application rejection letter in which it shall provide the reason for the rejection. For every such rejected project, the Inspector shall prepare a cost estimate to be maintained in the applicant's file to support such a determination.

The Municipality shall proceed with processing projects that are deemed feasible. For projects built before January 1, 1978, which are feasible, the Municipality shall obtain a lead-based paint inspection/risk assessment report as specified below.

At the time of application intake or at any time thereafter during contact with an applicant or a household member of the applicant, if the Advisor finds out about a disability of the applicant or a household member of the applicant, the Advisor shall inform the Municipality's Inspector of such finding. Alternatively, the Inspector may find out about such a disability based on contact with an applicant or a household member. After determining that a project is feasible, and in conjunction with preparing a work write-up for a project, the Inspector shall obtain an affidavit from the applicant regarding the disability (if the disability affects a household member who is not a minor, either that person or the applicant may provide the affidavit). The Inspector may use a general affidavit form for this purpose. The affidavit must identify the person with the disability, it must describe the disability to the affiant's best knowledge, and it must describe the remedies proposed by the affiant to accommodate the disability that can be undertaken through the Program. The Municipality is encouraged to suggest the inclusion of any remedies that can be undertaken by the Program that come to its attention while in contact with the applicant, with household members, or while inspecting the property. The Municipality is cautioned not to omit any information the affiant wishes to put in the affidavit.

The original affidavit shall be placed in the applicant's file, and a copy must be presented with the work write-up when that is submitted to DES for approval before bidding as required below. DES shall examine the contents of the affidavit to determine if the work write-up has sufficiently addressed the accommodations needed, and consult with the County Attorney's office when necessary to achieve appropriate accommodation.

In this regard, the Municipality is reminded that in addition to physical impairments that may be encountered, disabilities may also include neurological impairments, mental impairments, and emotional impairments that might come to its attention. During its discussions with the applicant or a household member of the applicant, the Municipality shall inquire: a) if the disability is expected to be of long, continued, and indefinite duration, b) if the disability substantially impedes the person's ability to live independently, and c) if the disabled person's ability to live independently can be improved by more suitable housing conditions. The Municipality shall inform the applicant that disclosure of a disability will in no way affect the application for assistance.

I. THE VERIFICATION PROCESS:

During this process, the Advisor shall verify the information provided by the applicant with outside parties, and obtain additional information that is necessary in reaching a decision on whether to proceed with the project or not.

The verification process shall include:

(a) INCOME VERIFICATION: The Municipality shall obtain written income verification of the applicant's household in order to establish eligibility under the Program. A household is defined as: "All persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements (24 CFR Part 570)". A household shall be regarded as being eligible to receive assistance under the Program if the projected prevailing rate of household annual income received from all sources by household size is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area. The current median income and schedule of qualifying incomes by household size shall be as revised and published in the Federal Register by HUD from time to time. The household annual income information to be used for eligibility determination under the Program shall be that in effect on the date funding is approved for each applicant.

Annual income of all household members shall be determined according to the HUD Section 8 method. In this regard, it should be noted that the HUD Section 8 method of computing income in part takes into account income from assets (actual and imputed, as applicable).

Income shall be verified through use of verification forms signed by the pertinent household member authorizing verification by the source of income or by obtaining documentation produced by a third party that establishes income information. Verification forms may include forms such as:
- Employment verification
- Unemployment benefit verification
- Pension benefit verification
- Social security benefit verification
- Disability benefit verification
- Veteran's benefit verification
- Verification of benefits administered by HRS
- Interest income verification

Each income earning household member must provide a signed copy of their last IRS return including attachments (last two (2) returns for a self-employed person). It is recognized that IRS rules do not require the filing of a return if a person's income for example is below a certain amount as established by the IRS and revised from time to time. In such instance where an income-earning household member does not file a return, a notation shall be so indicated on the application form.

The Municipality shall, for each adult household member who does not earn any income, obtain an affidavit from such household member indicating that no income is earned by such person.

In the course of establishing and verifying household income for each applicant, the Municipality shall reconcile annual income information with annual household expenses reported by the applicant or determined by the Municipality. While reviewing this income and expense data, the Municipality shall examine such data for consistency allowing for reasonable living expenses of the household (such as food, clothing, and transportation). Where annual obligations and other household expenses (such as mortgage payments, car loans, utilities, and real estate taxes) appear to constitute substantial portions of household income not allowing room for reasonable living expenses, the Municipality shall further investigate annual income and expense information with the applicant in order to resolve unreconciled differences between both. If resolution of such matters cannot be reached to the satisfaction of DES, the applicant's request for assistance may be suspended until satisfactorily resolved or else may be rejected.

(b) TITLE VERIFICATION: The Municipality shall place in the file for each applicant copies of documents that show that the title of record to the property proposed for rehabilitation is held by the applicant (such as a deed or court order). (Tax records

shall not constitute adequate proof in this regard). (Documents showing that the applicant holds a life estate in the property shall be acceptable).

The Municipality shall assure that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005. If the applicant is not able to demonstrate compliance with this requirement, the Municipality shall reject the applicant from participation in the Program in writing. A copy of the rejection letter shall be maintained in the applicant's file.

(c) REAL ESTATE TAX VERIFICATION: The Municipality shall place in the file for each applicant copies of documents that show that the real estate taxes for the property proposed for rehabilitation have been paid in full.

(d) MORTGAGE VERIFICATION: In order to avoid funding an applicant who has mortgage obligations that are delinquent and that may lead to foreclosure and eventual loss of the property proposed for rehabilitation, the Municipality shall verify with the mortgagee that mortgage payments are current. Applicants, determined to have delinquent mortgage payments or who are in foreclosure shall be rejected by the Municipality in writing after having given the applicant a reasonable period of time to correct these conditions. Copies of rejection letters shall be maintained in the applicant's file.

(e) INSURANCE VERIFICATION: In regard to homeowner and windstorm insurance coverage, the Municipality shall document such insurance if the applicant maintains such insurance on the property proposed for rehabilitation, noting that the Program does not require the applicant to carry such insurance.

However, if the property is in a flood zone "A" or flood zone "V", the applicant shall be required to maintain flood insurance on the property and the Municipality shall, before closing, maintain documentation evidencing such insurance coverage in the applicant's file. Such coverage shall be at least equal to the sum of the anticipated mortgage encumbrance against the property resulting from this Program and the balance of all other senior mortgage encumbrances against the property.

The applicant shall also provide copies of all insurance claims, insurance settlements, and insurance payments received in connection with damages to the property. The Municipality shall obtain from the applicant an affidavit in connection with all insurance funds received by the applicant for damages to the property. If the applicant did not receive any insurance funds for damages to the property, then the Municipality shall obtain from the applicant an affidavit to that effect to be placed in the applicant's file.

(f) ENVIRONMENTAL REVIEW: The Municipality shall complete an Environmental Review Checklist Request form, provided herein as Exhibit "C", for each property proposed for rehabilitation and shall submit such form to DES. The Municipality shall place the Environmental Review Checklist provided to it by DES in response to its request in the applicant's file, and shall comply with all matters brought to its attention by DES as a precondition to proceeding with the project.

(g) LEAD-BASED PAINT VERIFICATION: All dwelling units built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. The Municipality shall retain the services of an EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor to perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and shall submit to DES a report containing the results of the inspection and risk assessment. The report shall identify surfaces containing lead-based paint which are in a stable condition (regarded not to constitute a hazard), and surfaces which contain lead-based paint and which are deteriorated or subjected to friction or impact (regarded to constitute a hazard). The findings of the report shall be used by the Municipality in preparing the work items intended to accomplish lead-based paint remediation, and shall be used for the preparation and provision of the Lead-based Paint Notice of Evaluation and/or Presumption as required by

applicable regulations.

The services of the lead-based paint inspector/risk assessor retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. In such instance, the Municipality shall submit its request for proposals for consultant services package to DES and obtain a letter of approval prior to soliciting proposals, and the Municipality shall obtain DES approval prior to awarding the contract for these consultant services. (It is suggested that the above services also include the clearance testing services mentioned below).

The Municipality shall pay the lead-based paint inspector/risk assessor for the above mentioned reports and clearance testing services as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

J. THE WORK WRITE-UP PREPARATION PROCESS:

If upon review of the information verified through the preceding process the applicant appears to be qualified, a work write-up shall be prepared by the Inspector for the rehabilitation project. The work write-up shall contain a detailed list of construction specifications the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). In conjunction with completing the work write-up, the Municipality shall conduct a Housing Quality Standards (HQS) inspection using the HQS documents/criteria and shall submit to DES a HQS inspection report. Within the HQS inspection report, the Municipality shall include photographs of all proposed work to be rehabilitated. Additionally, the Municipality shall include photographs of all finished work in the HQS inspections report after the completion of rehabilitation, and shall submit them to DES for approval. The work write-up shall also contain items to address lead-based paint remediation, hurricane protection, energy efficiency and conservation, and ones that are intended for the removal of architectural barriers and the correction of damages caused by Hurricane Wilma.

(a) CODE RELATED ITEMS: These are work item that are intended to correct code violations, that is the correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). These items may also include compliance with any historic preservation requirements applicable to the property.

(b) HURRICANE PROTECTION ITEMS: The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.

(c) HOMEOWNER ASSOCIATION REQUIREMENTS: Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.

(d) DISABILITY ACCOMMODATIONS: In the event that an applicant and/or a household member has a disability that comes to the attention of the Municipality, an affidavit shall be obtained from the applicant/household member which contains remedies proposed by the affiant to accommodate the disability that can be undertaken through the program as previously described. When the disability is expected to be of long, continued, and indefinite duration, and if the disability substantially impedes the person's ability to live independently, and if the disabled person's ability to live independently can be improved by more suitable housing conditions, then the work write-up shall include such work items (remedies proposed by the affiant) that would accommodate the disability and that can be undertaken through the Program.

(e) REHABILITATION/DEMOLITION OF UN-PERMITTED ENCLOSURES AND ADDITIONS: The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Un-permitted additions and enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished. Mortgagee/lien-holder consent to demolish shall be obtained when there are existing mortgages/liens on the property.

(f) LEAD-BASED PAINT REMEDIATION: If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
- A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
- A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
- A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
- A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.

The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Municipality's option. The inclusion of such optional items may be intended to achieve a lead free house, or where the house is permanently occupied by at least one child less than six (6) years old.

The work write-up for abatement shall specify the scope of the hazard reduction activity, the lead hazard reduction duration, the status, and length in days, of occupant temporary relocation, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.

(g) INCLUSION OF ENVIRONMENT REVIEW REQUIREMENTS: The work write-up shall include any work required as a result of the completion of the environmental review of the property (such as noise attenuation).

(h) ASBESTOS CONTAINING MATERIALS: Should the Inspector, while preparing the work write-up, encounter suspect asbestos containing materials, such as transite siding, or should the Inspector encounter a current or prior non-residential use of the property (the house and its surrounding site), then the Inspector shall inform DES of such observation. DES shall then cooperate with the Municipality to obtain an asbestos survey of the property in order to determine the presence of asbestos containing materials, which if found, shall be addressed in accord with applicable regulations. Each work write-up submitted to DES shall be accompanied by a certification from the Inspector who prepared the work write-up indicating whether or not there is any evidence of a current or prior non-residential use of the property. The

Municipality shall comply with all applicable requirements contained in Exhibit "J", attached hereto, for construction work in connection with the project funded through this Agreement.

(i) APPLICANT'S WORK WRITE-UP REVIEW AND APPROVAL: The Inspector shall review the completed work write-up with the applicant who shall sign a review and approval statement indicating:
- That the work write-up has been reviewed with the applicant.
- That the applicant understands the scope of work and the specifications of the work to be performed on the applicant's property.
- The applicant's agreement that no changes to the work write-up specifications will occur except for items needed to meet housing or building code requirements.
- The applicant's authorization allowing the Municipality to obtain bids for the work contained in the work write-up.

(j) DES WORK WRITE-UP APPROVAL AND IN-HOUSE COST ESTIMATE: Each completed work write-up signed by the applicant shall be maintained in the applicant's file. After incorporation of any requirements resulting for the completion of the environmental review into the work write-up, the Municipality shall provide DES, for DES's approval before bidding, a copy of such work write-up showing the Inspector's in-house cost estimate for each item in the work write-up. The work write-up shall be accompanied by a copy of lead-based paint inspection/risk assessment report, a copy of the aforesaid asbestos certification as prepared by the Inspector, as well as copies of any disability affidavits. DES shall advise the Municipality of its determination concerning its review of the work write-up within ten (10) working days of its receipt.

K. BIDDING AND BID EVALUATION:

Bids for the work detailed in the work write-up shall be solicited by the Municipality from contractors on a list of bidders established by the Municipality. The Municipality shall determine the requirements (such as licensing and insurance requirements) to be met by such contractors for admission to the list of bidders. For projects requiring lead-based paint abatement, the rehabilitation contractor submitting a bid must be, or must hire, a certified lead-based paint abatement contractor as a subcontractor.

The bid documents to be used for this purpose shall include the address, property owner, and property owner contact information for the property to be rehabilitated, shall require bidders to visit the property, and shall specify the location, date, and time by which bids must be submitted. The bid documents shall specify the number of days after bid opening that bids are to remain valid. The bid documents shall contain provisions for addressing inconsistencies, interpretations, and supplemental instructions, as well as provisions for the modification, withdrawal, rejection, and award of bids. The bid documents shall contain the warranty and release of liens requirements as well as the insurance requirements for both the contractor and the lead-based paint abatement contractor (or subcontractor). The bid documents shall contain the Federal requirements applicable to projects funded under the Program.

For projects requiring lead-based paint abatement, the bid documents shall specify that the Program shall pay for the first clearance test to be undertaken in connection with the abatement for a project, and shall specify that the contractor shall be responsible for the cost of all subsequent clearance tests to be obtained by the Municipality for that project. The bid documents shall indicate that the cost of all clearance tests obtained by the Municipality and required for a project after the initial clearance test, shall be deducted from the contractor's payment.

For projects requiring lead-based paint abatement, the bid documents shall specify the number of days for which the Program shall pay for occupant temporary relocation, if any. The bid documents shall specify that the Program shall pay for occupant temporary relocation costs for the pre-specified number of days, and shall specify that the contractor shall be responsible for the cost of all subsequent occupant temporary relocation made necessary as a result of the contractor's failure to pass any clearance testing. The bid documents shall indicate that the cost of all occupant temporary relocation necessitated as a result of the contractor's failure to pass any clearance testing and paid by the Municipality, shall be deducted from the contractor's payment.

The Municipality shall require contractors to submit sealed bids for the work contained in the work write-up after visiting the applicant's property to acquaint themselves with existing conditions. The Municipality shall only accept bids up to a pre-specified date and time after which such bids shall be opened at the Municipality's offices. Bid openings shall be open to bidders, applicants, and the general public. At the bid opening the Municipality's designated employees shall open the bids and announce total amounts bid. The announced totals shall be recorded on a bid spreadsheet showing each bidder's name and total amount bid as announced.

After all bids are opened and announced the Municipality shall calculate the sum of all the individual items contained in each bid to check for discrepancies between such sum and the amount read at the bid opening. Where a discrepancy exists in a bid between the true and correct sum of itemized costs and the total announced at the bid opening, the true and correct mathematical sum of itemized costs shall prevail and the spreadsheet shall be noted accordingly.

Upon close examination of all bids, the Municipality shall make a determination on the apparent lowest responsive responsible bidder that best meets the terms, conditions, and specifications of the bid and that will result in the best interest of the applicant, the Municipality, and the County.

The Municipality shall evaluate the lowest bid to establish whether the total bid is within the funding limit, and shall provide the applicant an opportunity to contribute to the project any funds needed for the project above the funding limit, or shall secure such needed funds for the applicant from other sources.

The bidding process shall also includes obtaining bids for treatment of termites and other wood destroying organisms (extermination) where such infestation is found at the property. The Municipality shall, in like manner as described above, establish a list of companies qualified to provide such services, and shall solicit, obtain, and evaluate bids from such companies for the treatment of termites and other wood destroying organisms that may be found at the property to be rehabilitated under the Program.

Funding shall be recommended for the lowest responsive responsible bidder both for construction and extermination.

L. PROJECT UNDERWRITING:

The Municipality shall complete a project underwriting process which entails undertaking several tests to verify if Program requirements have been met. This process also entails the formulation of a funding recommendation when such requirements are met, or the rejection of the application if these requirements can not be met by the applicant. The Municipality shall, for each applicant, document the following:

(a) INFORMATION CONSISTENCY: The Municipality shall assure that the information submitted by the applicant and other information verified through third parties or gathered by the Municipality is consistent. If the preceding can not be met, the Municipality shall request the applicant to provide corrected information or an explanation such that satisfactory consistency exists in the opinion of the Municipality and DES. Failure to do so particularly where willful falsification exists shall be regarded as grounds for rejection of the application and denial of any assistance.

(b) PROPERTY LOCATION: The Municipality shall assure that the property to be rehabilitated is located within its municipal boundaries. An applicant whose property is not located within these boundaries shall be rejected.

(c) PROPERTY ELIGIBILITY: The Municipality shall assure that the property to be rehabilitated is a detached one dwelling structure entirely used for residential purposes. The Inspector, at the time of initial inspection, shall establish the number of units at the project and its use for residential purposes. If the number of units exceeds one detached dwelling unit, such condition shall be remedied by actions that result in no more than one detached dwelling unit after rehabilitation by including the removal of any excess units in the work write-up. Any such demolition shall not result in the displacement of any occupant and shall comply with One-for-One Replacement regulations. If the property is not entirely used for residential purposes,

such condition shall be remedied by actions that result in elimination or conversion of non-residential portions of the property to residential use.

(d) OCCUPANCY/RESIDENCY: The Municipality shall assure that the applicant resides at the property to be rehabilitated which shall be determined at the time the property is inspected and through the applicant's address as revealed by the various documents received during the application/verification process. If the applicant does not occupy the property, the applicant shall demonstrate extenuating circumstances for not residing at the property. Rehabilitation may proceed provided that the rehabilitation renders the property occupiable, and provided that the applicant submit a written commitment prior to funding approval clearly indicating the intent of the applicant to reside at the property after completion of the rehabilitation process. Extenuating circumstances may include certain circumstances such as damages from hurricane Wilma, or a determination of the property's unfitness for habitation by a building or other official for reasons of safety or other danger at the property that can be remedied through the Program. DES shall determine the type of documentation necessary and/or acceptable to demonstrate the existence of these extenuating circumstances, and if the extenuating circumstances are acceptable.

(e) PROPERTY OWNERSHIP: The Municipality shall assure that the title of record to the property proposed for rehabilitation is held by the applicant at the time of application and that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005.

Note: the above condition requiring that the applicant have an ownership interest in the property to be rehabilitated does not preclude other parties who do not reside at the property from having an ownership interest in the property in addition to that of the applicant. These other parties are not regarded to be part of the applicant's household, however any such other parties having an ownership interest must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property. In instances where the applicant has a life estate, all "remainder men" must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property.

(f) REAL ESTATE TAX PAYMENT: The Municipality shall assure that the real estate taxes for the property proposed for rehabilitation have been paid in full and shall place in the file for each applicant copies of documents showing the same.

(g) CURRENT MORTGAGE PAYMENTS: For applicants who have mortgage obligations, the Municipality shall assure that such mortgage obligations are not delinquent and that mortgage payments are current.

(h) PROPERTY INSURANCE: If the property is in a flood zone "A" or flood zone "V", the Municipality shall assure that the applicant maintains flood insurance on the property. If such insurance is not in place at the time of application, then the Municipality shall, before closing, obtain documentation evidencing such insurance coverage.

(i) DAMAGES FROM HURRICANE WILMA: The Municipality shall assure that the applicant's property suffered damages from Hurricane Wilma as previously described.

(j) RECEIPT OF SBA OR FEMA BENEFITS AND INSURANCE PROCEEDS: The Municipality shall assure that there is not duplication of benefits. The Municipality shall verify the receipt of any SBA and/or FEMA payments by the applicant in connection with Hurricane Wilma and shall document such. The Municipality shall verify the receipt of any insurance proceeds by the applicant in connection with Hurricane Wilma and shall document such.

(k) LEAD HAZARD PAMPHLET: The Municipality shall assure that each applicant has received a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", and shall obtain from the applicant a signed receipt for such pamphlet.

(l) LEAD NOTICE: For each property built before 1/1/78, the Municipality shall assure

that each applicant has received a Lead-based Paint Notice of Evaluation and/or Presumption and shall obtain from the applicant a signed receipt for such notice.

(m) ENVIRONMENTAL AND HISTORIC REVIEW: The Municipality shall assure that there are no environmental or historic considerations that would prevent the rehabilitation of the property, and that it has complied with all environmental and historic requirements.

(n) PRESENCE OF ASBESTOS: The Municipality shall assure that the rehabilitation of the property shall not cause any asbestos exposure and it shall comply with applicable asbestos regulations when there is evidence of a current or prior non-residential use at the property (the house and its surrounding site).

(o) HOUSEHOLD INCOME: The Municipality shall assure that the annual income of the household occupying the property to be rehabilitated as received from all sources, by household size, is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

M. PROGRAM COSTS, FUNDING LIMITS AND SECURITY:

(a) ELIGIBLE PROGRAM COSTS: The following expenses shall be regarded as eligible costs under the Program:

- Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures, which may be undertaken singly, or in combination.
- Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment.
- Improvements to increase the efficient use of water through such means as water saving faucets and shower heads and repair of water leaks.
- Improvements to provide windstorm protection to render rehabilitated homes less vulnerable to future wind related damage.
- Connection of residential structures to water distribution lines or local sewer collection lines (excluding payment of certain associated fees, such as impact fees, not eligible under the CDBG program).
- Costs of flood insurance premiums and associated service charges as established under the National Flood Insurance Program for a period of up to three years.
- Costs of inspecting, testing, and abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations.
- Costs associated with the processing of rehabilitation applications such as a title search or state and local fees for recording documents prepared in conjunction with the Program.
- Costs of obtaining construction related professional services including architectural, engineering, and surveying services, including the preparation of related technical documents, and inspections associated with execution of the content of such documents as pertains to the rehabilitation work.
- Costs of performing inspections of termite or other wood destroying organisms and extermination thereof.
- Construction contingency funds at an amount which is the lesser of five percent (5%) of the construction contract amount or $1,000.

(b) FUNDING LIMITS AND SECURITY: All costs for each applicant (not including any costs associated with the Program Office) shall be provided as a loan subject to the following:

- The maximum funding amount per applicant for payment of rehabilitation construction costs and incidental expenses regarded as eligible under this Agreement: $45,000.
- Security: A mortgage and promissory note, in the amount funded to the applicant, shall be executed by all property owners of record at the closing described below and shall be recorded by the Municipality in the public records of Palm Beach County

immediately after such closing. The Municipality shall be the mortgagee on all such mortgages and shall be the beneficiary of the promissory note(s).
Note: all additional funds, not included in the mortgage and promissory note(s), and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note(s), before such funds are expended. The notice of future advance and a copy of the promissory note(s) shall be promptly recorded by the Municipality in the public records in like manner.
- Interest rate: 0%.
- Term: 5 years.
- Repayment Provisions and Events of Default: No repayment shall be made by the mortgagor during the term of the mortgage, except that the entire principal amount of the loan (and any other amounts required by the mortgage) shall be repaid by the applicant in the event of default as specified in the mortgage including the lease, sale, transfer of title to, or disposition of, the mortgaged property.
- Repayment of funds during the term of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives during the term of this Agreement. The Municipality may request the County to add such transmitted funds received during the term of this Agreement to the amount funded under this Agreement for such uses as described in the Agreement.
- Repayment of funds after the expiration of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives after the expiration of this Agreement. The County shall then transmit such funds to the State. The provisions of this clause shall survive the expiration of this Agreement.

N. PROJECT APPROVAL:

Upon assurance of project compliance with the requirements of the Program, and formulation of a funding recommendation for the applicant, the Municipality shall submit to DES the entire applicant file compiled to date and a financial write-up of the project by which the Municipality requests DES to approve funding for the applicant. DES shall advise the Municipality of its determination concerning its review of the financial write-up within ten (10) working days of DES's receipt of the financial write-up.

The financial write up shall contain the following information:
- Applicant/Owner Information: the name and address of the applicant, the names of the owners, and a statement concerning the presence of any owners that do not occupy the property.
- Household Information: identify the persons in the household, their relationship and ages.
- Household Income Information: identify each household member receiving an income, the type of income, and the amount of monthly income, provide the household annual income, and a statement that the household is income eligible.
- Property Information: provide a unit description (one unit substandard detached residence), occupancy status (owner occupied), year built, year acquired, number of bedrooms, square footage area, a statement that the property sustained damages from Hurricane Wilma, and a statement that the property is located within the municipal boundaries.
- Property Obligations: identify the status of real estate tax and mortgage payments, and property insurance coverage.
- Project Costs: list all project costs for items such as Inspection/risk assessment report, clearance test, rehabilitation construction, termite treatment, recording fees, and construction contingency, and provide a total cost for the project.

- Receipt of Benefits/Proceeds: provide a statement concerning the applicants receipt of any SBA/FEMA benefits and/or any insurance proceeds, the amount thereof, and an explanation of which portion of such received funds will be contributed by the owner to the cost of the project.
- Funding Eligibility: provide a statement that the applicant is eligible to receive funding in accord with the Agreement between the County and the Municipality.
- Funding Recommendation: provide a funding recommendation indicating the recommended sources of funds, and the amount from each source, to meet the total cost of the project.
- Submission Statement: provide a statement identifying the person who prepared and submitted the financial write-up on behalf of the Municipality and provide a signature and date for submission from such person.
- Funding Approval: provide a section for DES to indicate its approval of the funding recommendation and a signature and date for such approval, and allow a section for DES

comments in this regard.

O. PROJECT CLOSING:

Upon approval of project funding by DES, the Municipality shall prepare certain project documents to be executed at the closing which shall be attended by The Advisor, the applicant, and the contractor for the project that has been selected through the bid process.

The Municipality shall assure that the following has occurred as a pre-requisite to closing:
- The Inspector shall conduct a pre-closing pre-construction site conference/walk-through with the applicant and the contractor. At this walk-through the participants shall review the scope of work to be performed, the schedule of work, and they shall establish whether there is a need for the homeowner to move any personal or household items to facilitate the contractor's work.
- The Advisor shall receive evidence of contractor insurance as specified in the bid documents and construction contract which evidence shall be placed in the applicant file.
- The Advisor shall verify that the project contractor does not appear on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs (see http://www.epls.gov/).
- For projects requiring lead-base paint abatement, the Advisor shall receive from the contractor an occupant protection plan prepared according to applicable regulations.

The closing shall be conducted by the Advisor who shall review all documents with the applicant prior to execution. The documents to be executed by the applicant shall include:
- Mortgage.
- Promissory Note.
- Notice of Commencement.
- Notice to Proceed.
- Contract for Exterminating Services (between the applicant and the exterminating company).
- Construction Contract (between the applicant and the contractor).

Note: All owners of record (including the applicant(s) who reside at the property and owners who reside elsewhere) must execute the mortgage and promissory note. In instances where the applicant has a life estate, all "remainder men" must join the applicant in executing the mortgage and promissory note.

The documents to be executed by the contractor shall include:
- Construction Contract (between the applicant and the contractor).
- Certification of Nonsegregated facilities.
- Certification of Eligibility of General Contractor.
- Noncollusion Affidavit of Prime Bidder.
- Anti-kickback Affidavit.

The Advisor shall provide the contractor blank payment request forms for the contractor's use, and after the closing shall obtain the exterminating company's counter signature on the Contract for Exterminating Services. The Municipality shall, immediately after the closing, assure that the original executed mortgage accompanied by a copy of the promissory note, and the notice of commencement are recorded in the public records of Palm Beach County. The Inspector shall, immediately after recording, assure that a certified copy of the recorded Notice of Commencement is posted in a visible location at the property to be rehabilitated.

The Municipality shall assure that all funds from other sources, except funds to be provided under this Agreement, intended for a project regardless of source shall be available at closing. This shall include all the applicant's contributions, all insurance proceeds and/or any payment from SBA/FEMA (or other agency), as well as all the Municipality's funds to be used for the project. All such funds, in the form of checks made payable to the Palm Beach County Board of County Commissioners, shall be transmitted to DES immediately after the closing for escrow.

For projects where lead-based paint abatement is to be performed and where the occupants of the house are to be temporarily relocated, the Advisor shall, at the closing, coordinate the abatement work days and the temporary relocation dates with the applicant, the contractor, the Inspector, and the hotel.

The Municipality shall use a Document Affidavit, a blank form of which shall be provided to it by DES, in connection with closings for property owners who are unable to read (for illiterate persons and for persons who due to a physical disability are unable to read), and who do understand English. The Advisor shall list on this affidavit all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to read these documents to the property owner. The Advisor shall prepare and deliver these documents to the reader in advance of the closing to allow enough time for reading. The Document Affidavit shall be executed by the reader and secured by the Advisor for the closing to be placed in the applicant file.

The Municipality shall use a Translated Document Affidavit, a blank form of which shall be provided to it by DES, in connection with closings for property owners who do not understand English. The Advisor shall list all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to translate these documents to the property owner noting that an oral translation is sufficient, provided that the nature and effect of the documents is translated. The Advisor shall prepare and deliver these documents to the translator in advance of the closing to allow enough time for translation. The Translated Document Affidavit shall be executed by the translator and secured by the Advisor for the closing to be placed in the applicant file.

P. REHABILITATION CONSTRUCTION:

The Inspector shall inspect the work in progress being performed by the contractor and review and approve all construction draws made against the contract. The applicant shall approve all work requested for payment. Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall not release such retainage until it has obtained written approval from DES that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES. **In the event that Municipality has failed to provide satisfactory and DES-approved project closeout documentation within thirty (30) days of the project completion, DES may recapture these funds.**

All lead-based paint remediation, temporary relocation of occupants, notifications, clearance testing, and related documentation shall be carried out in compliance with HUD lead-based paint regulations for projects funded under the Program. This shall include the provision of a Lead-based Paint Notice of Hazard Reduction Activity to the applicant after hazard reduction activities have been completed.

During construction, change orders for unforeseen code related work items necessitating an increase in the contract amount may be approved provided contingency funds are available. If contingency funds are insufficient, additional funds may be obtained for the project as described below. The Municipality shall request DES's approval of all change orders before they are signed regardless of whether or not the change orders cause an increase in the contract amount. DES shall advise the Municipality of its determination concerning its review of change orders within ten (10) working days of DES's receipt of the proposed change order.

Upon completion of the work, the contractor shall ensure that all work has been approved by the building department with jurisdiction over the project, and obtain the necessary permit approvals. The contractor shall request a final inspection by the Municipality which shall be followed by the Municipality providing the contractor with a punch list of deficiencies (if such deficiencies exist) to be corrected by the contractor prior to final payment.

When the work is fully completed, the Municipality shall obtain the applicant's approval of the final payment. The final payment shall be subject to the Municipality's receipt of the following from the contractor:

- Original building permits with Bldg. Dept. final approval, and Certificate of Completion.
- Original contractor's roof nailing affidavit.
- Original contractor's warranty showing the final inspection date/warranty start date.
- Original contractor's release of lien (with all subcontractors listed).
- Original subcontractors' releases of lien for subcontractors with Notices to Owner.
- Original abatement report for projects with lead-based paint abatement.

- Required product approvals.
- Manufacturers' warranties for equipment and appliances.

The Municipality shall pay the contractor for completed work that is contained in the construction contract as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

In connection with the first draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the Occupant Protection Plan for projects with lead-based paint abatement.
- A copy of the executed construction contract.
- A copy of the contractor's bid showing the work items and the cost of each.
- A copy of the contractor's payment request approved by the Inspector and the applicant, which shows the work items approved for payment and their costs, and which provides an accounting of the contract amount, change orders, retainages, payments to date, deductions and a computation of the approved payment.
- A copy of the check tendered in payment by the Municipality.

In connection with the interim draws for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

In connection with the final draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the contractor's roof nailing affidavit.
- A copy of the contractor's warranty.
- A copy of the contractor's release of lien.
- A copy of the abatement report for projects with lead-based paint abatement.
- A copy of the lead-based paint clearance test showing a pass designation after abatement.
- A copy of the Lead-based Paint Notice of Hazard Reduction Activity.
- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

Extermination, if necessary, shall be carried out after completion of construction and as scheduled by the Advisor. The Municipality shall inspect the extermination work and review and approve the payment for such services. The applicant shall also approve extermination work requested for payment.

The Municipality shall pay for the completed extermination work that is contained in the contract for exterminating services as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

Furthermore, in connection with the extermination services that are requested for reimbursement, the Municipality shall provide the following:
- A copy of the executed contract for exterminating services.
- A copy of the company's invoice approved by the Municipality and the applicant.
- A copy of the check tendered in payment by the Municipality.

Q. TEMPORARY RELOCATION POLICY:

The Municipality shall not cause the permanent dislocation of any persons as a result of implementing the Program. The parties to this Agreement recognize that the rehabilitation process may in some instances require the temporary relocation of the applicant and the applicant's household members due to activities such as lead-based paint abatement or during extermination of wood destroying organisms. Accordingly, the Municipality hereby adopts the below Temporary Relocation Assistance Policy and obligates itself to making the payments associated therewith without seeking reimbursement from DES for all such payments. The Municipality agrees that DES shall not reimburse any of these payments.

Temporary Relocation Assistance Policy: Should in the course of rehabilitation activities undertaken under the Program envisioned by this Agreement, the necessity arise to temporarily relocate the members of the household where rehabilitation is being performed (while lead-based paint abatement is taking place, or during extermination of wood destroying

organisms, for example), then the Municipality shall pay for the cost of accommodations (hotel/motel) incurred while temporarily housing such household members away from the home being rehabilitated. The Municipality shall endeavor to minimize the cost of such accommodations while arranging for accommodations that are as close to the home being rehabilitated as possible, for the least number of nights possible, and while minimizing disruption to the family (that is, maintaining proximity to day care, schools, or work).

The Municipality shall not secure any such temporary relocation payments by the mortgage given by the applicant under the Program. Nothing herein shall preclude the applicant from voluntarily temporarily relocating to a location of the applicant's choice (such as with friends or family) while Program activities are underway without seeking payment from the Municipality.

R. PROJECT CLOSEOUT:

After all project contracts, invoices, and expenses have been paid, the Municipality shall prepare and submit to DES, along with the entire applicant file compiled to date, a closeout statement which shall show all allocated funds, and an itemized listing of all payments made on behalf of the applicant, and all undisbursed funds and their disposition. Funds that have been secured by the mortgage and that have not been expended shall be credited by the Municipality to the applicant as a principal reduction of the loan. The closeout statement, shall be prepared and signed by the Advisor, and shall be placed in the applicant file with a copy provided to the applicant.

S. OTHER RELATED MATTERS:

(a) PROGRAM DOCUMENTS: Prior to the Municipality's use of any documents listed below in connection with this Agreement, the Municipality shall submit the following to DES for approval: Lead-Based Paint Notice of Evaluation And/Or Presumption, Lead-based Paint Notice of Hazard Reduction Activity, bid documents and solicitation documents for all services, construction contract, notice of commencement, release of liens, warranty, extermination contract, mortgage, promissory note, notice of future advance, and affidavits. The Municipality shall use the above documents as approved by DES in connection with this Agreement. After the execution of this Agreement, the Municipality agrees to submit, in like manner, any other Program documents requested of it by DES for review and approval.

(b) DATE VALIDITY OF DOCUMENTS: The below identified documents contained in applicant files at the time of funding approval by DES shall be no more than six months old:
- Income verifications and income affidavits.
- Verification of real estate and mortgage liabilities.
- Evidence of owner's funding.

Note: Construction and extermination contractor's bid proposal validity date may be voluntarily extended by a letter from the contractor, and if not voluntarily extended by the contractor, the Municipality shall procure such services again through the bid process.

(c) ADDITIONAL FUNDING: The Municipality may request additional funding in excess of amounts approved by DES for a project (such as for change orders), provided that the sum of additional funding and original project funding does not exceed the funding limit per applicant established in this Agreement. In its request, the Municipality shall identify the purpose of the additional funds and provide a detailed accounting of the items to be funded.

In the instance where such sum would exceed the funding limit per applicant established in this Agreement, the applicant shall be given the opportunity to make up any funding short fall, and if not made up by the applicant, the Municipality may request DES for a waiver allowing the sum to exceed such limit. The approval of waivers, if recommended by DES, shall be made by means of an amendment to this Agreement to be executed by the parties with the same formality as this Agreement. Waivers may be considered in connection with the need for additional funds arising from unforeseen conditions related to the construction rehabilitation at the property, or in connection with any other needs deemed appropriate by DES and otherwise regarded as eligible program costs as identified herein.

All additional funds, not included in the mortgage and promissory note, and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note, before such funds are expended. The notice of future advance and a copy of the promissory note shall be promptly recorded by the Municipality in the public records of Palm Beach County.

(d) TERMINATION OF FUNDING: The Municipality shall take steps to terminate funding and accelerate loan repayment during the rehabilitation process if:
- The applicant refuses or fails to allow the rehabilitation work to commence within thirty (30) days from construction contract award.
- The applicant refuses or fails to allow completion of rehabilitation after commencement.
- The applicant refuses to authorize payments associated with the project which have been deemed payable by DES's Director.
- An event of default occurs as specified in the mortgage or promissory note.
The Municipality shall give the applicant notice of such termination and/or acceleration, as appropriate, with legal follow-up where necessary.

(e) SUBORDINATION OF MORTGAGE: The Municipality shall establish a written policy for the future subordination of mortgages taken in connection with this Agreement provided that such policy aims at preserving homeownership, and provided that the execution of such subordination preserves or enhances the encumbered property's value, and that the execution of such subordination does not adversely affect the Municipality's financial interest in the rehabilitated property. **The provisions of this clause shall survive the expiration of this Agreement.**

(f) SATISFACTION OF MORTGAGE: The Municipality shall issue the applicant a satisfaction of mortgage when the applicant has complied with all the terms and conditions contained in the mortgage and promissory note. Upon issuance, the Municipality shall record the satisfaction of mortgage in the public records of Palm Beach County and shall transmit the original to the applicant. The original recorded satisfaction of mortgage document shall be accompanied by the original mortgage and promissory note when transmitted to the applicant. **The provisions of this clause shall survive the expiration of this Agreement.**

(g) RETENTION OF APPLICANT FILES: All applicant files (files for completed projects, files that are incomplete, and files for rejected applications) shall be retained by the Municipality for a period of six (6) years from the date of final closeout of the agreement between Palm Beach County Board of County Commissioners and the State of Florida for the 2005 Disaster Recovery Initiative Program, or the statutory required period (F.S. Chapter 119), whichever is longer. **The provisions of this clause shall survive the expiration of this Agreement.**

T. SECTION 3 REQUIREMENTS:

The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement, and shall report their compliance efforts on Exhibit "I," referenced as "Section 3 Compliance Information," which is attached hereto and incorporated by reference. Information on Section 3 is available from DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other

impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

U. REPORTS:

The Municipality shall submit to DES detailed monthly and semi-annual reports as described below:

(a) MONTHLY REPORT: The Municipality shall submit to DES detailed monthly progress reports in the form provided as Exhibit "D" to this Agreement. Each report must account for the total activity for which the Municipality is funded under this Agreement. The progress reports shall be used by DES to assess the Municipality's progress in implementing the project.

(b) SEMI-ANNUAL REPORT: The Municipality shall submit to DES detailed semi-annual reports in the form provided as Exhibit "E" to this Agreement. During the term of this Agreement, the Municipality shall each 31st day of March submit such report for the prior six month period beginning on the preceding 1st day of October, and ending on said 31st day of March. In addition, during the term of this Agreement, the Municipality shall each 30th day of September submit such report for the prior six month period beginning on the preceding 1st day of April, and ending on said 30th day of September.

(c) CLOSEOUT REPORTS: After the completion of all activities funded under this Agreement, the Municipality shall submit to DES the closeout reports identified as the Housing Benefit Report and the Beneficiary Data Report in the from provided as Exhibits "F" and "G" to this Agreement and incorporated by reference.

(d) OTHER REPORTS: The Municipality agrees to submit to DES any other reports required by the State in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.

The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

V. MONTHLY PERFORMANCE REQUIREMENTS: The time frame for completion of all outlined activities shall be September 16, 2012. The Municipality shall meet these monthly requirements by the timely performance, documentation, and completion of the following tasks:

(1) Final Housing Units Rehabilitated May to August, 2012

(2) Final Draw Down of Rehab/Mitigation August and September, 2012

This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion, or lack thereof, of the Monthly Performance Benchmarks and/or the rate of expenditure of funds, as determined by HCD.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Monthly Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future grant awards.

The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter of the Municipality's compliance with the above.

The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

III. THE COUNTY AGREES TO:

A. Provide funding for the above specified activities during the term of this Agreement, as follows:
   (a) An amount of $1,105,745: For payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).
   (b) An amount of $75,000, from the amount $1,105,745 allocated for rehabilitation construction costs, is eligible for activity delivery costs.

B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by DES and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.

D. The County shall perform an environmental review of each project, and review and approve all aspects and expenditures of each project as specified herein. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.

EXHIBIT "B"

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

I, the undersigned, authorize the Federal Emergency Management Agency (FEMA), the State of Florida, and appropriate agencies of the State of Florida responsible for providing disaster assistance to release information relating to my eligibility for monetary or other forms of assistance arising from the major disasters declared: Hurricanes Katrina FEMA-DR-1602-FL (dated August 28, 2005), and/or Wilma FEMA-DR-1609-FL (dated October 24, 2005) to those agencies that provide disaster-related assistance. This authorization permits the release of information that is deemed confidential under Federal and State Privacy Acts.

This authorization is given to obtain and/or provide assistance I need as a result of the prior referenced federal disaster(s) to insure that benefits are not duplicated. It includes the sharing of information about my applicati0on in FEMA's possession or under FEMA's control.

This authorization includes only information necessary to allow the appropriate agency or organizations to determine if I am eligible for assistance from that agency or organization. This information is not to be used for any other purpose.

I also understand and acknowledge that signing this does not guarantee that I will get assistance from Voluntary Agencies and/or appropriate Federal and State agencies. However, without my permission, my information cannot be shared with other agencies or organizations for consideration. I understand that I will still receive all FEMA assistance for which I am eligible.

This Authorization is submitted pursuant to 28 U.S.C. § 1746 under penalty of perjury.

OPTIONAL - I choose to exclude the following agencies from access to this information:

_____

I understand that it is my choice to sign this Release:

_____ _____

Name (Printed) Date

_____

Signature

Pre-Disaster Address: _____

Current Address: _____

Phone or Message #: _____ FEMA Registration #: _____

EXHIBIT "C"

ENVIRONMENTAL REVIEW CHECKLIST REQUEST

1. REQUESTING AGENCY NAME

2. CONTACT PERSON

Name:		Date:	

3. CONTACT INFORMATION

E-Mail:		Phone:	

4. HOMEOWNER / HOMEBUYER / PROJECT NAME

5. FUNDING SOURCE

[ ] CDBG [ ] HOME [ ] DRI [ ] NSP1 [ ] NSP2 [ ] Other: _____

6. ACTIVITY TYPE

[ ] Direct Homeownership Assistance/Subsidy to the homebuyer for:
- [ ] S/F New construction
- [ ] S/F Acquisition with [ ] minor Rehab [ ] major rehab
- [ ] S/F Acquisition

[ ] Residential New Construction:
- [ ] 1-4 units
- [ ] 5+ units

[ ] Housing Rehabilitation:
- [ ] Residential: [ ] 1-4 units [ ] 5+ units
- [ ] Non-residential conversion to residential

[ ] Acquisition:
- [ ] Existing Residential Properties without Rehabilitation: Number of Units: ____
- [ ] Existing Residential Properties with Rehabilitation: Number of Units: ____
- [ ] Land Acquisition: Proposed Number of Units: ____
- [ ] Existing Non-Residential Structures for Conversion: Proposed Number of Units: ____

[ ] Demolition:
- [ ] Existing Residential: [ ] 1-4 units [ ] 5+ units
- [ ] Non-residential

[ ] Capital Improvements:
Specify: _____

7. PROPERTY INFORMATION

Property Address:	
Property Owner(s):	
Property Control No:	
Property is:	[ ] Vacant [ ] Owner occupied [ ] Tenant occupied
Year Built:	_____ (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

8. ENVIRONMENTAL PHASE 1 AUDIT:

Has an environmental Phase I audit been conducted for the property?

[ ] No [ ] Yes (If yes, attach a copy of the report)

9. FOR REHABILITATION PROJECTS:

Describe the proposed rehabilitation work: _____

10. TYPE OF STRUCTURE:

[ ] Single Family
[ ] Multi Family Structure - Number of Units: _____
[ ] Commercial
[ ] Other - Specify: _____

ENVIRONMENTAL REVIEW CHECKLIST REQUEST - Continued

11. ZONING DESIGNATION AND COMPLIANCE:
Zoning designation: _____
Does the structure comply with the applicable zoning requirements? [ ] Yes [ ] No

12. UTILITIES:
Is this property served by a water main? [ ] Yes [ ] No
Is this property presently served by a sewer line? [ ] Yes [ ] No

REQUEST SUBMITTED BY:

_____ _____ _____

Name Signature Date

REHABILITATION JUSTIFICATION
AND
HISTORICAL BACKGROUND INFORMATION

For structures built more than 50 years ago:

1. Provide a detailed justification for the rehabilitation of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs:

_____

2. Provide information on any historical events or individuals known to be associated with the above stated property:

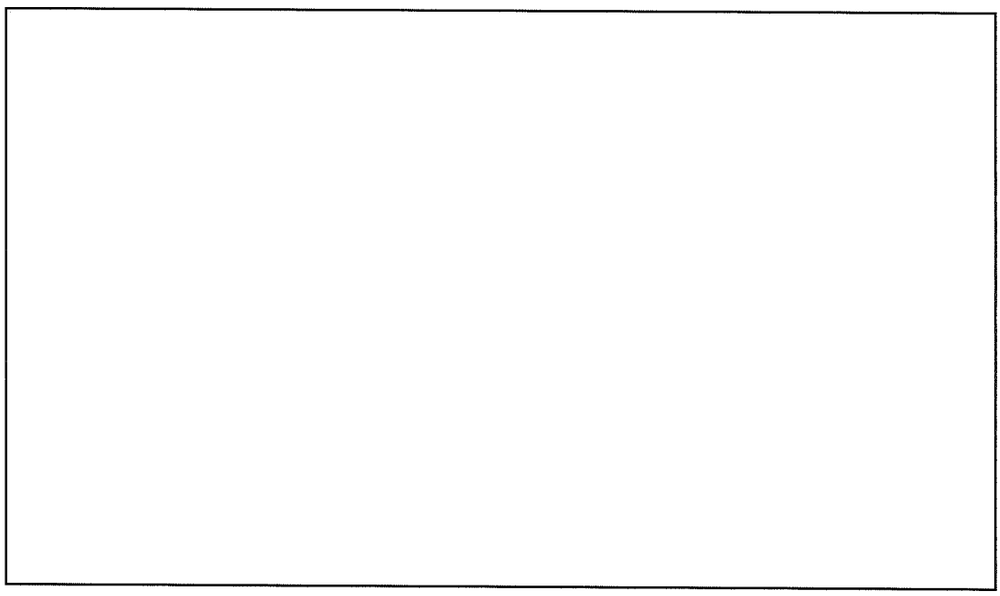
_____

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings:

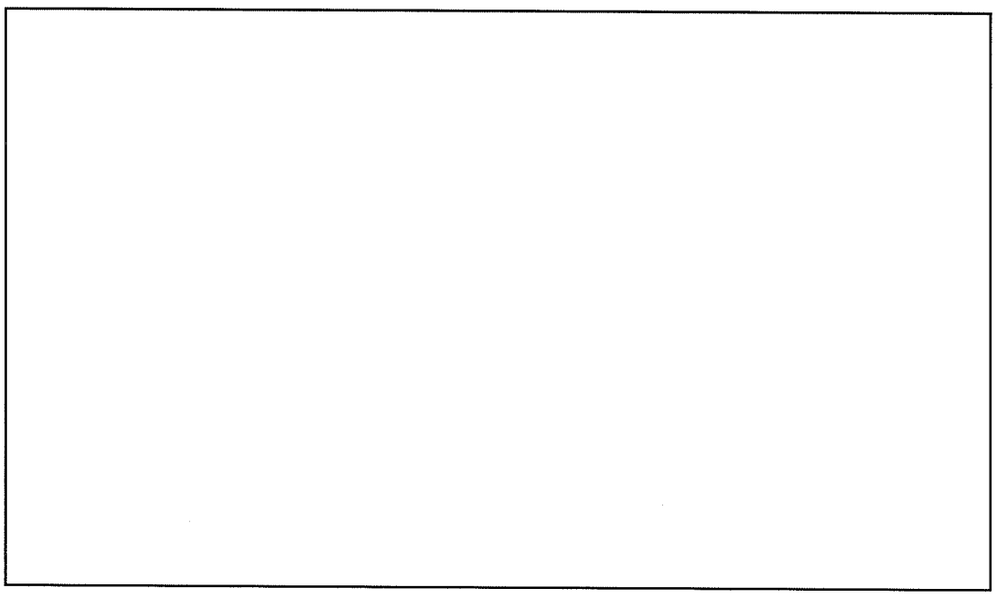
_____

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	
PHOTO DATE:	



FRONT VIEW



SIDE VIEW

EXHIBIT "D"

PALM BEACH COUNTY
DEPARTMENT OF ECONOMIC SUSTAINABILITY

MONTHLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____
Subrecipient Name:	**City of Riviera Beach**
Project Name:	Project Name – Housing Rehab
Report Prepared By:	_____ _____ _____ Name Signature Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:$_____ Other Funds:$_____

Amounts Expended to Date:

//	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	$	$	%
Other Funds:_____	$	$	%
Other Funds:_____	$	$	%
TOTAL:	$	$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

_____

_____

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):_____

_____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period:_____

_____

_____

Describe any problems encountered during this reporting period:_____

_____

Other comments:_____

_____

_____

I, _____, do hereby certify that the City of Riviera Beach has met all of its Monthly Performance Requirements (Exhibit "A", Paragraph V) referenced in the Agreement during this reporting period.

_____
Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CREIS
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT "D" Continued

PALM BEACH COUNTY
DEPARTMENT OF ECONOMIC SUSTAINABILITY

TENANT INFORMATION REPORT

Project Name:	City of Riviera Beach – Housing Rehab		
Report Period:	From _____, 20___ to _____, 20___		
Prepared By:			
Report Date:	_____, 20___	**Page** _____ **of Pages**	

Fill in the required information for each apartment or place a check mark where applicable.

	Unit No. ___	**Unit No. ___**	**Unit No. ___**	**Unit No. ___**
Tenant Name:				
Lease start date:				
No. of bedrooms:				
Household Income at 30% of AMI or less	[ ]	[ ]	[ ]	[ ]
Household Income at or below 50% of AMI but greater than 30% of AMI	[ ]	[ ]	[ ]	[ ]
Household Income at or below 80% of AMI but greater than 50% of AMI	[ ]	[ ]	[ ]	[ ]
Household Income at or below 120% of AMI but greater than 80% of AMI	[ ]	[ ]	[ ]	[ ]
Female Head of Household	[ ]	[ ]	[ ]	[ ]
Disabled Head of Household	[ ]	[ ]	[ ]	[ ]
Hispanic Ethnicity	[ ]	[ ]	[ ]	[ ]
White	[ ]	[ ]	[ ]	[ ]
African American	[ ]	[ ]	[ ]	[ ]
Asian	[ ]	[ ]	[ ]	[ ]
American Indian or Alaskan Native	[ ]	[ ]	[ ]	[ ]
Native Hawaiian Pacific Islander	[ ]	[ ]	[ ]	[ ]
American Indian or Alaskan Native and White	[ ]	[ ]	[ ]	[ ]
Asian and White	[ ]	[ ]	[ ]	[ ]
African American and White	[ ]	[ ]	[ ]	[ ]
American Indian/Alaskan Native and African American	[ ]	[ ]	[ ]	[ ]
Other Multi-racial	[ ]	[ ]	[ ]	[ ]

EXHIBIT "E"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
CONTRACTUAL OBLIGATIONS AND MBE REPORT

Project Name:	**City of Riviera Beach – Housing Rehab**	**Report Date:**		**Page _____ of _____ Pages**
Report Period:	[ ] October 1, 200___, to March 31, 200___.[ ] April 1, 200___, to September 30, 200___.	**Prepared By:**		

(1) Contractor/Subcontractor name and address (fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. that are funded under the agreement for this project. All Contractors and subcontractors (with contracts over $10,000) that are paid with CDBG funds must be included. Do not list previously reported information.	(2) Prime Contractor Employer Identification Number *	(3) Subcontractor Employer Identification Number (see below)	(4) Amount of Contract or Subcontract	(5) Type of Trade Code (1 thru 3) (see below)	(6) Contractor or subcontractor Racial/Ethnic Code (1 thru 6) (see below)	(7) WBE (yes or no)	(8) Section 3 (yes or no)
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
(3) When subcontractor employer identification is used, information in columns 4 through 8 must reflect the subcontractor information, not the prime contractor's information; also include the prime contractor's employer identification number. * Employer identification number or social security number		(5) Type of Trade Codes: 1 = New Construction (including rehab, water, and sewer 2= Education/Training 3= Other (including supply, professional services and other activities except construction and education/training)		(6) Racial/Ethnic Code: 1=White American 4= Hispanic American 2= Black American 5= Asian/Pacific American 3= Native American 6=Hasidic Jews (7) WBE = Women Business Enterprise			

EXHIBIT "F"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
HOUSING BENEFIT REPORT

Project Name:	City of Riviera Beach 2005 DRI Housing Rehabilitation	**Prepared By:**		**Report Date:**		**Page ____of _____ Pages**

Name of Owner	Name of Occupant	Street Address (Street, city, zip) (If replacement, new address)	Total Cost of Rehab or Replacement	Total DRI Funds Invested	Date Completed	Rehab (Yes/No)	Replacement (Yes/No)	No. Of Bedrooms	Unit Made Handicapped Accessible (Yes/No)	Unit Qualified as "energy star" (Yes/No)	Unit Brought into Compliance with Lead Safety Requirements (Yes/No)
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							

EXHIBIT "G"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY

BENEFICIARY DATA REPORT

Project Name:	City of Riviera Beach – 2005 DRI Housing Rehabilitation		
Prepared By:		**Report Date:**	

	Number
Total Beneficiaries: Proposed	
Total Beneficiaries: Actual	
LMI Beneficiaries: Proposed (80% of AMI or Less)	
LMI Beneficiaries: Actual (80% of AMI or Less)	
VLI Beneficiaries: Proposed (50% of AMI or Less)	
VLI Beneficiaries: Actual (50% of AMI or Less)	
Male	
Female	
Disabled	
Female Head of Household	
Elderly	
Hispanic Ethnicity	

	No. of Units **Owner** Occupied	No. of Units **Renter** Occupied
White		
African American		
Asian		
American Indian or Alaskan Native		
Native Hawaiian Pacific Islander		
American Indian or Alaskan Native and White		
Asian and White		
African American and White		
American Indian/Alaskan Native and African American		
Other Multi-Racial		
Total: (Same as Total Beneficiaries: Actual shown above)		

EXHIBIT "H"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
DRI DAMAGE ASSESSMENT REPORT

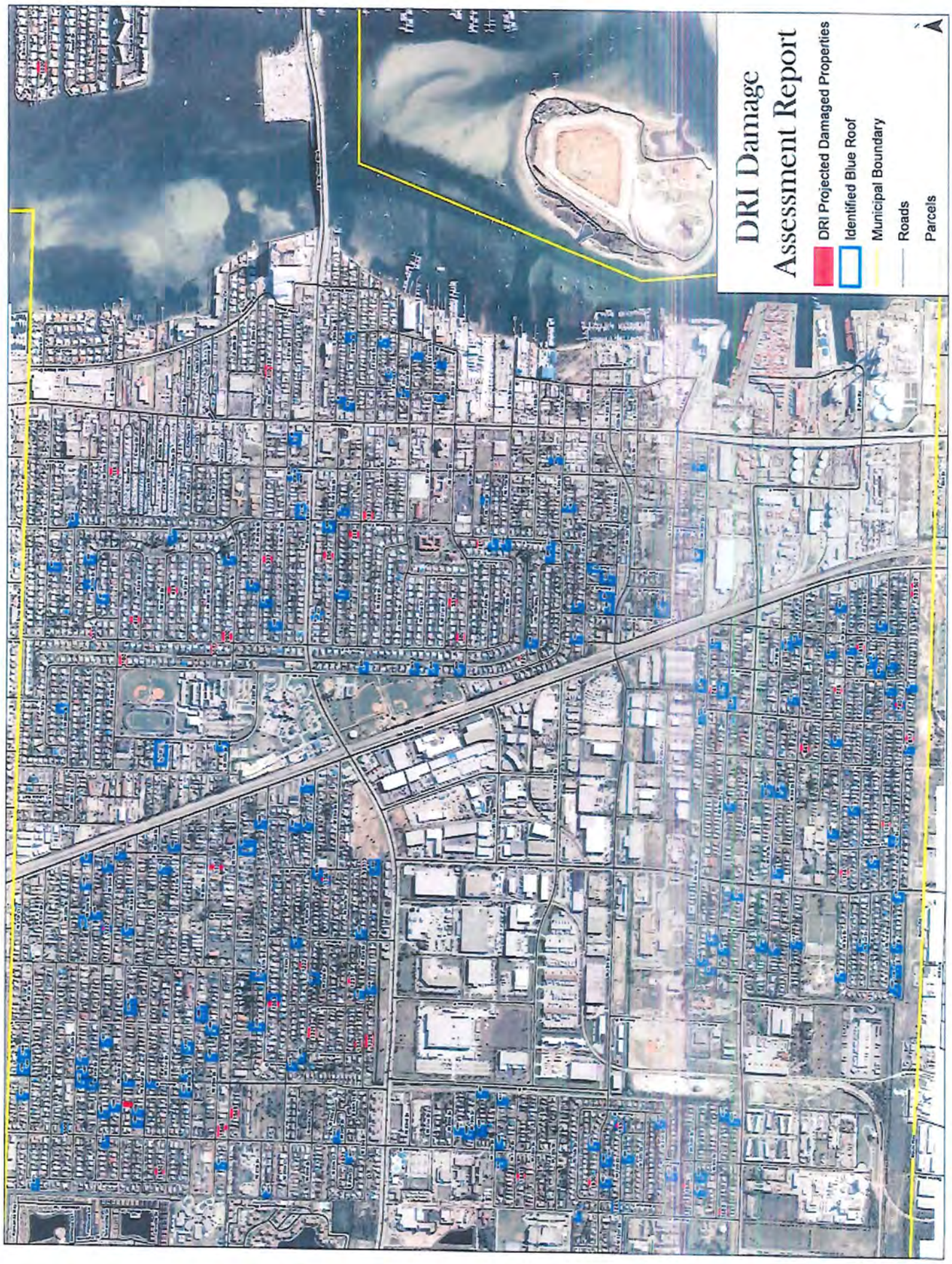


EXHIBIT "I"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
SECTION 3 COMPLIANCE INFORMATION

(Construction Prime Contractor)

Local Government City of Riviera Beach CDBG Contract # _____

Project: _____

Part A: Completed only by the prime contractor if the contract amount is at least $100,000.

Contractor Name: _____ Contract Amount: $_____

1. Does the business qualify as a "Section 3 Business Concern" because
   a) It is at least 51% owned by Section 3 residents*, ☐ Yes ☐ No

   OR

   b) At least 30% of its permanent full-time employees are
      i) Currently Section 3 residents*, **OR** ☐ Yes ☐ No
      ii) Were Section 3 residents* within first 3 years of employment, ☐ Yes ☐ No

   OR

   c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above? ☐ Yes ☐ No

   If **yes**, list any Section 3 subcontractors and subcontract amount:

   Name: _____ Amount: $_____

   Name: _____ Amount: $_____

   Name: _____ Amount: $_____

2. Will the contractor be hiring any additional staff (office or field) for this project? ☐ Yes ☐ No

   If **yes**, what types of jobs (e.g., laborer, equipment operator), and how many additional hires estimated in each job type?

_____

_____

_____

_____

_____

_____

_____

*Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) *A low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

EXHIBIT "I" (Continued)

Section 3 Compliance Information
(Construction Subcontractor)

Part B: Completed only by construction subcontractors if the prime contract is at least $100,000 (Do not include equipment or material suppliers unless they are installing also.)

Subcontractor Name: _____ Subcontract Amount: $_____

1. Does the business qualify as a "Section 3 Business Concern" because
   a) It is at least 51% owned by Section 3 residents*, ☐ Yes ☐ No

   OR

   b) At least 30% of its permanent full-time employees are
      i) Currently Section 3 residents*, **OR** ☐ Yes ☐ No
      ii) Were Section 3 residents* within the first three years of employment. ☐ Yes ☐ No
2. Will the subcontractor hire any additional staff (office or field) for this project? ☐ Yes ☐ No

   If ***yes***, what types of jobs (e.g., laborer, equipment operator, and how many additional hires estimated in each job type?

   _____
   _____
   _____
   _____
   _____
   _____

*Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) *A low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

Section 3
Palm Beach County Income Limits
For
West Palm Beach – Boca Raton - Delray
Effective December 12, 2011

NUMBER OF PERSONS IN HOUSEHOLD	INCOME LIMIT AT 80% OF MEDIAN INCOME
1	$40,550
2	$46,350
3	$52,150
4	$57,900
5	$62,550
6	$67,200
7	$71,800
8	$76,450

EXHIBIT "J"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM:	Asbestos Containing Building Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Economic Sustainability
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Health and Safety Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant, (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting must be done for all asbestos containing building materials (ACBM) indicating less than 1% asbestos (to determine if any asbestos is present).
- Samples of vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM).
- Joint compound shall be analyzed as a separate layer.
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed (in lieu of sampling the roof, it may be presumed to contain asbestos).

For Demolition Projects:

- Point counting must be done for all "friable" asbestos containing building materials (ACBM), indicating less than 1% asbestos. This includes joint compounds (to be analyzed as a separate layer), and vinyl asbestos tile.
- Roof materials shall be presumed to be asbestos containing.

If the Municipality has a recent asbestos survey report prepared by a licensed asbestos consultant, a copy may be provided to DES and PBCAC for review to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Municipality or requested by DES. A copy of the completed survey will be forwarded to the Municipality. All asbestos surveys shall be forwarded to the PBCAC.

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal, (such as asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.

(b) Asbestos Abatement work may be contracted by the Municipality or by DES upon request.

(c) If the Municipality contracts the asbestos abatement, the following documents are required to be provided to the DES and the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(d) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement.

DES will provide a copy of all contractor and consultant documents to the Municipality.

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, Standard Interpretation (OSHA), Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003. The renovation contractor must submit a work plan to DES and the PBCAC prior to removal of the materials.

B. DEMOLITION

All "friable" ACBM must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC prior to demolition. Friable materials include: resilient asbestos tile and mastic which is not intact, linoleum, asbestos containing joint compound, asbestos containing cement panels (e.g. transite), etc.

Intact resilient tile and asbestos roof materials may be demolished with adequate controls (e.g. wet method) by a demolition contractor provided the contractor is aware of the asbestos containing materials present and exercises adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to insure proper control measures and waste disposal. Any exceptions to these guidelines may be requested through DES prior to the removal, (such as asbestos containing roofs, transite pipe). Exceptions may be granted by DES prior to the removal, (i.e. asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from DES and the PBCAC.

(a) Asbestos Abatement work may be contracted by the Municipality or by DES upon request.

(b) If the Municipality contracts the asbestos abatement, the following documents must be provided to the PBC/DES and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DES. DES will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact".
3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspect asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAPS NOTIFICATION

A. RENOVATION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to an asbestos renovation that includes regulated asbestos containing material greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Municipality (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least 3 working days prior to the removal.

B. DEMOLITION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to the demolition. The NESHAP notification shall be sent return receipt requested to the address shown below with a copy to DES. DES shall provide a copy to the PBCAC. All fees shall be paid by the Municipality.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Municipality, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M – National Emission standard for Asbestos, revised July 1991

(b) Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute, NRCI, Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995

(i) US Dept of Labor, Standard Interpretation (OSHA)
1. Application of the asbestos standard to demolition of buildings with ACM in Place, 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003.

RESOLUTION NO. 105-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 001 BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE CONTINUATION OF THE DISASTER RECOVERY INITIATIVE PROGRAM THROUGH JUNE 15, 2013; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, the City was originally allocated $1,236,000 under the original contract in March 2008 to implement specified activities under the Disaster Recovery Initiative (DRI) Program; and

WHEREAS, the amendment is a continuation of the project contained in a prior agreement between the City of Riviera Beach and the County dated March 24, 2008 as amended in April 2009, October 2009, August 2010, January 2011 and further amended in June 2012; and

WHEREAS, the purpose of the amendment is to continue to make funds available to the City under the US Department of Housing and Urban Development funded DRI Program to implement the rehabilitation program through June 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council approves amendment 001 to the Agreement with Palm Beach County, for the continuation of the DRI Program.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute Amendment 001.

SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 5TH **day of** SEPTEMBER**, 2012.**

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APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS	AYE
J. DAVIS	AYE
C. THOMAS	ABSENT
D. PARDO	AYE
S. LOWE	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/5/12

RESOLUTION NO. 125-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 002 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY TO INCREASE THE FUNDING LIMIT FOR REHABILITATION REPAIRS PER UNIT FROM $45,000 TO $80,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AUTHORIZING THE FINANCE DIRECTOR TO DISBURSE FUNDS PER THE COST OF DRI REHABILITATION FOR HURRICANE WILMA RELATED DAMAGES NOT TO EXCEED $80,000 PER UNIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, the City was originally allocated $1,236,000 under the original contract with the County in March 2008 to implement specified activities under the Disaster Recovery Initiative (DRI) Program; and

WHEREAS, the agreement between the City of Riviera Beach and the County dated March 24, 2008 has been amended in April 2009, October 2009, August 2010, and January 2011, and a new agreement was executed in June 2012 and amended in September 2012; and

WHEREAS, the purpose of amendment 002 is to increase the funding limit foR rehabilitation repairs from $45,000 to $80,000, in order to continue to implement the rehabilitation of homes under the DRI program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council approves the amendment to the DRI Agreement with Palm Beach County, to increase the funding limit for rehabilitation repairs per unit from $45,000 to $80,000.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute the amendment.

SECTION 3. The City Council authorizes the Finance Director to disburse funds for the cost of DRI rehabilitation not to exceed $80,000 per unit.

SECTION 4. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 7TH day of NOVEMBER, 2012.

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APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

CEDRICK A. THOMAS
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS	AYE
J. DAVIS	AYE
C. THOMAS	AYE
D. PARDO	AYE
S. LOWE	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO. 17-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 003 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, TO DEFINE SERVICES AND ESTABLISH A BUDGET FOR A REHABILITATION CONSULTANT, NOT TO EXCEED $105,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative (DRI) Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, in March 2008, the City was allocated $1,236,000 under the original contract with the County to implement specified DRI Program activities; and

WHEREAS, the agreement between the City and the County dated March 24, 2008 was amended in April and October 2009, August 2010, and January 2011, and a new agreement was executed in June 2012, and amended in September and November 2012; and

WHEREAS, amendment 003 defines services and establishes a budget for a Rehabilitation Consultant; and

WHEREAS, amendment 003 allocates no more than $5,000 per completed rehabilitation project, not to exceed $105,000 of the originally allocated $1,236,000, for rehabilitation consultant services, in order to continue implementation of the DRI Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council approves amendment 003 to the DRI Agreement with Palm Beach County, to define services and establish a budget

for a Rehabilitation Consultant, not to exceed $5,000 per completed rehabilitation project, not to exceed $105,000 of the originally allocated $1,236,000.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute the amendment.

SECTION 3. The City Council authorizes the Finance Director to disburse funds in accordance with the amended DRI Agreement.

SECTION 4. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 6 **day of** February **, 2013.**

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APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

CEDRICK A. THOMAS
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS	AYE
J. DAVIS	AYE
C. THOMAS	AYE
D. PARDO	AYE
S. LOWE	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/27/13

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: CONSENT

Subject: Community Benefits Grant for 4th grade field trip at Dr. Mary McLeod Bethune Elementary

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Recommendation/Motion: Approve the Waste Management Benefits request for donation.

Originating Dept.	Legislative	**Costs:**	$700.00
User Dept.	Legislative	**Funding Source:**	Waste Management Community Benefits Funds
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
This activity is a fourth grade field trip to St Augustine, Florida. The Social Studies curriculum for the fourth grade includes Florida history and we would like for the students to have the opportunity to experience this history first hand. This will be an invaluable experience and out-of-the-classroom hands on history lesson.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	$700.00
External Revenues	

Program Income (city)

In-kind Match (city)

Net Fiscal Impact $700.00

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

Waste Management Community Benefits Funds

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
mary_mcleod_bethune_community_benefit.pdf	Mary McLeod Community Benefit
mary_mcleod_bethune_community_benefit_1.pdf	mary mcleod community benefit

mary_mcleod_bethune_community_benefit_3.pdf

mary mcleod community benefit

Waste Mannagemnend Communmunnity Benefits Requnest fon Donnatnons Appnovan by Elected Official

I, **Councilman Bruce Guyton** hereby certify that the donation to _____ complies with the City's Community Benefits Policy. I further certify that: (1) I am not an officer, director, partner, proprietor, employee, subcontractor or agent of the organization, its parent organization or subsidiary and I do not have any contractual relationship with or other obligation with to the organization its parent organization or subsidiary; (2) I have no relatives or business associates (as those terms are defined in section 112.312, Florida Statutes) who are officers, directors, partners, proprietors, employees, subcontractors or agents of the organization, its parent organization or subsidiary; (3) The disbursement of the foregoing amount will not inure to my special gain or loss or to the special gain or loss of my relatives or my business associates; and (4) I am not aware of any conflict of interest the disbursement of the foregoing amount to the organization will create for the City of Riviera Beach or myself.

Signature of Elected Official: Bruce A Guyton Date: April 15, 2013

Amount Approved: $ 700.00

City Council Action

☐ Approved	☐ Disapproved

Chairperson's Signature: _____ Date: April 15 ,2013

Riviera Beach- "Best Waterfront City In Which To Live, Work and Play"

Waste Management Community Benefits Request for Donations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to $15,000 per year ($7,500 on October 1st and $7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, the Palm Beach County Code of Ethics, or state statues, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

Name of Elected Official Sponsoring Donation: Councilman Bruce Guyton

Legal Name of Organization: Dr. Mary McLeod Elementary School

Program/ Activity Name:

Requested Amount: $700.00

Briefly describe the Program/Activity below and attach (1) letter of request or a more detailed description of the Program/Activity; (2) non-profit paperwork and (3) w-9 IRS form:

The activity is a fourth grade field trip to St Augustine, Florida. The Social Studies curriculum for the fourth grade includes Florida history and we would like for our students to have the opportunity to experience this history first hand. This will be an invaluable experience and out-of-the-classroom hands on history lesson.

Mailing Address: 1501 Avenue "U"

City: Riviera Beach State: FL Zip 33404

Contact Person(s): Dr. Edwina Mooney, Ed., D., Principal

Phone: (561) 882-7600

Email Address:

Name of Authorized Official: Dr. Edwina Mooney

Signature of Authorized Official: Edwina Mooney Date: 4/15/13

DR. MARY McLEOD BETHUNE ELEMENTARY SCHOOL
A Title I School

1501 Avenue "U" • Riviera Beach, Florida 33404
Phone (561) 882-7600 • Fax (561) 882-7650

Edwina Mooney, Ed.D., Principal
Andrea Reilly, Assistant Principal

International Baccalaureate
Baccalauréat International
Bachillerato Internacional

February 25, 2013

Councilperson
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, Florida 33404

Dr. Mary McLeod Bethune Elementary School would like to have the support of your organization to enable our fourth grade Students to go to St. Augustine Florida, in May, 2013. The Social Studies Curriculum for fourth grade includes Florida history and we would like for our students to have the opportunity to experience this history first hand. Our students have worked hard, and as educators we are aware that our students will perform better with the prior knowledge that this trip will provide them.

For several years, we have wanted our students to have the opportunity to experience this venue, but due to financial constraints we have been unable to fund the trip. We are aware of the many schools in Palm Beach County whose fourth graders have benefited greatly from this endeavor and we are trying very hard to fund the trip for our students this year.

This trip will take place in May, 2013 and the cost will be $6,565.00. We have been successful at raising $3.100.00 and have paid our deposit.

Sincerely,

Edwina Mooney

Dr. Edwina Mooney
Principal

EM:tr

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CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category:

Subject: COMMUNITY BENEFITS REQUEST FOR $500 TO DR. MARY MCLEOD BETHUNE ELEMENTARY SCHOOL

Recommendation/Motion: Approve the Waste Management Community Benefits Request for donations to Dr. Mary McCleod Bethune Elementary School from Councilwoman Judy Davis.

Originating Dept.	Legislative	**Costs:**	500
User Dept.		**Funding Source:**	Waste Management Community Benefits Fund
Advertised:	No	**Budget Account Number:**	130-0101-511-2-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Dr. Mary McCleod Bethune Elementary School fourth grade students will travel to St. Augustine, FL in May 2013. This will be a Florida history trip for the students, who will benefit greatly and will perform better with the knowledge this trip will provide them.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	500
External Revenues	

Program Income (city)

In-kind Match (city)

Net Fiscal Impact 500

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: 130-0101-511-2-8301

B. Recommended Sources of Funds/Summary of Fiscal Impact :

Waste Management Community Benefits Fund

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
Community_Benefits_Form_-_Dr_Mary_McCleod_Bethune_Elem_St_Augustine_Trip.pdf	Community Benefits Request Form - Dr. Mary McCleod Bethune Elementary School

Waste Management Community Benefits Request for Donations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to $15,000 per year ($7,500 on October 1st and $7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, the Palm Beach County Code of Ethics, or state statues, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

Name of Elected Official Sponsoring Donation: Judy Davis

Legal Name of Organization: Dr. Mary McCleod Bethune Elementary School

Program/ Activity Name: Dr. Mary McCleod Bethune Elementary School Field Trip to St. Augustine, Florida.

Requested Amount: $500

Briefly describe the Program/Activity below **and** attach (1) letter of request or a more detailed description of the Program/Activity; (2) non-profit paperwork and (3) w-9 IRS form:

Dr. Mary McCleod Bethune Elementary School fourth grade students will travel to St. Augustine, FL in May 2013. This will be a Florida history trip for the students, who will benefit greatly and will perform better with the knowledge this trip will provide them.

Mailing Address: 1501 Avenue U

City: Riviera Beach State: Florida Zip: 33404

Contact Person(s): Gentene Davis

Phone: 561-882-7600 Fax: 561-882-7650

Email Address: _____

Name of Authorized Official: Dr. Edwina Mooney, Principal

Signature of Authorized Official: Edwina Mooney Date: 4/16/13

Waste Management Community Benefits Request for Donations Approval by Elected Official

I, Judy Davis hereby certify that the donation to Dr. Mary McCleod Bethune Elementary School complies with the City's Community Benefits Policy. I further certify that: (1) I am not an officer, director, partner, proprietor, employee, subcontractor or agent of the organization, its parent organization or subsidiary and I do not have any contractual relationship with or other obligation with to the organization its parent organization or subsidiary; (2) I have no relatives or business associates (as those terms are defined in section 112.312, Florida Statutes) who are officers, directors, partners, proprietors, employees, subcontractors or agents of the organization, its parent organization or subsidiary; (3) The disbursement of the foregoing amount will not inure to my special gain or loss or to the special gain or loss of my relatives or my business associates; and (4) I am not aware of any conflict of interest the disbursement of the foregoing amount to the organization will create for the City of Riviera Beach or myself.

Signature of Elected Official: JUDY DAVIS COUNCILPERSON Date: April 16, 2013

Amount Approved: $ 500

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: ..... Date: .....

Edwina Mooney, Ed.D., Principal
Andrea Reilly, Assistant Principal

1501 Avenue "U" • Riviera Beach, Florida 33404
Phone (561) 882-7600 • Fax (561) 882-7650

A Title I School

International Baccalaureate®
Baccalauréat International
Bachillerato Internacional

February 25, 2013

Councilperson Judy Davis
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, Florida 33404

Dr. Mary McLeod Bethune Elementary School would like to have the support of your organization to enable our fourth grade Students to go to St. Augustine Florida, in May, 2013. The Social Studies Curriculum for fourth grade includes Florida history and we would like for our students to have the opportunity to experience this history first hand. Our students have worked hard, and as educators we are aware that our students will perform better with the prior knowledge that this trip will provide them.

For several years, we have wanted our students to have the opportunity to experience this venue, but due to financial constraints we have been unable to fund the trip. We are aware of the many schools in Palm Beach County whose fourth graders have benefited greatly from this endeavor and we are trying very hard to fund the trip for our students this year.

This trip will take place in May, 2013 and the cost will be $6,565.00. We have been successful at raising $3,100.00 and have paid our deposit. In order for our students to go, we must pay our balance of $3,465.00 by March 22, 2013. Thank you for considering our request, and pledging your assistance to support us.

Sincerely,

Edwina Mooney

Dr. Edwina Mooney
Principal

EM:tr

RECEIVED 04-12-'13 09:26 FROM- 5618827650 TO- P002/003

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category:

Subject: Community Benefit Request for Riviera Beach Police Department for Security Cameras

---

Recommendation/Motion: Approve the Community Benefits Request for Donations from the Riviera Beach Police Depart in the amount of $3,000

Originating Dept.	Legislative	**Costs:**	3,000
User Dept.		**Funding Source:**	Waste Management Community Benefits Fund
Advertised:	No	**Budget Account Number:**	130-0101-511-2-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Councilwoman Judy Davis has allocated $3,000 of her Community Benefit funds to the Riviera Beach Police Department to go towards the purchase of security cameras.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	3,000
External Revenues	
Program Income (city)	

In-kind Match (city)

Net Fiscal Impact 3,000

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: 130-0101-511-2-8301

B. Recommended Sources of Funds/Summary of Fiscal Impact :

Waste Management Community Benefits Fund

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
Community_Benefits_Form_-RBPD_Camera_System.pdf	Community Benefits Form - Riviera Beach Police Department

Waste Management Community Benefits Request for Donations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to $15,000 per year ($7,500 on October 1st and $7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, the Palm Beach County Code of Ethics, or state statues, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

Name of Elected Official Sponsoring Donation: Judy Davis

Legal Name of Organization: Riviera Beach Police Department

Program/ Activity Name: Riviera Beach Security Camera System

Requested Amount: $3,000

Briefly describe the Program/Activity below **and** attach (1) letter of request or a more detailed description of the Program/Activity; (2) non-profit paperwork and (3) w-9 IRS form:

Security cameras for the City of Riviera Beach.

Mailing Address: 600 West Blue Heron Blvd.

City: Riviera Beach State: Florida Zip: 33404

Contact Person(s): Chief Clarence Williams

Phone: (561) 845-4128 Fax: (___)_____

Email Address: cwilliams@rivierabch.com

Name of Authorized Official: _____

Signature of Authorized Official: _____ Date: _____

****Return the form to the Elected Official or the Legislative Office for processing.**

Waste Management Community Benefits Request for Donations Approval by Elected Official

I, Judy Davis hereby certify that the donation to Riviera Beach Police Department complies with the City's Community Benefits Policy. I further certify that: (1) I am not an officer, director, partner, proprietor, employee, subcontractor or agent of the organization, its parent organization or subsidiary and I do not have any contractual relationship with or other obligation with to the organization its parent organization or subsidiary; (2) I have no relatives or business associates (as those terms are defined in section 112.312, Florida Statutes) who are officers, directors, partners, proprietors, employees, subcontractors or agents of the organization, its parent organization or subsidiary; (3) The disbursement of the foregoing amount will not inure to my special gain or loss or to the special gain or loss of my relatives or my business associates; and (4) I am not aware of any conflict of interest the disbursement of the foregoing amount to the organization will create for the City of Riviera Beach or myself.

Signature of Elected Official:

Date: April 10, 2013

Amount Approved: $ 3,000

City Council Action

☐ Approved	☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category:

Subject: APPROVAL FROM THE BOARD OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TO EXPEND WASTE MANAGEMENT COMMUNITY BENEFITS FUNDS FOR THE 2ND ANNUAL COUNCILMAN CEDRICK A. THOMAS PRESENTS A NIGHT OF ELEGANCE HONORING OUR SENIORS ON MARCH 2, 2013.

Recommendation/Motion: APPROVAL FROM THE BOARD OF THE CITY OF RIVIERA BEACH, PALM
BEACH COUNTY, FLORIDA, TO EXPEND WASTE MANAGEMENT COMMUNITY BENEFITS FUNDS FOR THE 2ND ANNUAL COUNCILMAN CEDRICK A. THOMAS PRESENTS A NIGHT OF ELEGANCE HONORING OUR SENIORS ON MARCH 2, 2013.

Originating Dept.	Legislative Department	**Costs:**	$918
User Dept.	Legislative Department	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-3-8301

Date:

Paper:

Affected Parties: Not Required

Background/Summary:
Councilman Cedrick Thomas hosted the 2nd annual Night of Elegance Honoring our Seniors on 3/2/2013. This event was a great success with over 300 seniors from our community in attendance. The event is specifically hosted to honor our seniors in our community for all the hard work and dedication they give to the residents of Riviera Beach. The evening gave our seniors a chance to

relax and engage in a dinner, dance, entertainment and award presentations, as well as wonderful giveaway prizes. Wizard Creations located in Boca Raton, FL provided services for the event, they produced personalized lunch coolers that were given as gifts to the guests. There is a balance due to Wizard Creations in the amount of $918.00 that Council Chair Cedrick A. Thomas would like expend Community Benefits funds to Wizard Creations.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO: 130-0101-511-3-8301

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
Invoice_5636_from_Wizard_Creations_Inc_(2).pdf	Invoice Wizard Creations Inc

WIZARD Creations
4722 NW Boca Raton Blvd.
Suite C-105
Boca Raton, FL 33431

PHONE
561.245.5164
TOLL-FREE
888.217.4084
FAX
954.317.2689

www.wizardcreations.com

Invoice

Date	Invoice #
02/22/2013	5636
Terms	**Due Date**
Due on receipt	03/01/2013

Bill To

Luecinda Monroe
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Amount Due	Enclosed
$918.00	

Please detach top portion and return with your payment.

Ship Date	Ship Via	P.O. Number	Sales Rep
02/26/2013	UPS	30079	BR

Item Code	Description	Quantity	Price Each	Amount
LB300	• BUDGET LUNCH COOLER - PURPLE W/ TEAL IMPRINT	400	2.12	848.00
SETUP	• SET-UP FEE	1	50.00	50.00

Thank you for your business, we appreciate it very much!

SubTotal	$898.00
Shipping	$20.00
Total	$918.00

"Creativity is Our Specialty!"

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category:

Subject: Community Benefit Request for Riviera Beach Fire Rescue Honor Guard

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Recommendation/Motion: Approve

Originating Dept.	Legislative	**Costs:**	$750
User Dept.		**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-4-8301
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Councilwoman Pardo would like to contribute $750 towards the cost of uniforms for the Riviera Beach Fire Rescue Honor Guard. Formed in 2009, the City of Riviera Beach Fire Rescue Honor Guard represents the department in rendering honors to firefighters killed in the line of duty. The Riviera Beach Fire Rescue Honor Guard also represents the department at local ceremonies and events such as parades, grand openings and flag presentation ceremonies. The Riviera Beach Fire Rescue Honor Guard is comprised of one specialty team of dedicated members that perform well-executed marching drills. The Riviera Beach Fire Rescue Honor Guard is committed to representing the City of Riviera Beach with pride, integrity and remembrance.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	
Capital Expenditures	
Operating Costs	
External Revenues	750.00
Program Income (city)	

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO: 130-0101-511-4-8301

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
CBFormRBFRHonorGuard.pdf	Community Benefit Form

Waste Mannagemnent and Communnity Benefits
Request for Donnations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to $15,000 per year ($7,500 on October 1st and $7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, the Palm Beach County Code of Ethics, or state statutes, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

Name of Elected Official Sponsoring Donation: Councilwoman Dawn Pardo

Legal Name of Organization: Riviera Beach Fire Rescue Honor Guard

Program/ Activity Name: Honor Guard Uniforms Requested Amount: $ 750.00

Briefly describe the Program/Activity below **and** attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Uniforms for Riviera Beach Fire Rescue Honor Guard

Mailing Address: 600 W. Blue Heron Blvd

City: Riviera Beach State: FL Zip: 33405

Contact Person(s): Jessica Pinsky

Phone: (561)845-3683 Fax:

Email Address: jpinsky@rivierabch.com

Name of Authorized Official: Councilwoman Dawn Pardo

Signature of Authorized Official: Dawn Pardo Date: 4/12/2013

****Return the form to the Elected Official or the Legislative Office for processing.**

Waste Manangemnent Commzmunity Benefits Request for Donnations Apppravail by Elected Official

I, Dawn S. Pardo, hereby certify that the donation to RBFR Uniform complies with the City's Community Benefits Policy. I further certify that: (1) I am not an officer, director, partner, proprietor, employee, subcontractor or agent of the organization, its parent organization or subsidiary and I do not have any contractual relationship with or other obligation with to the organization its parent organization or subsidiary; (2) I have no relatives or business associates (as those terms are defined in section 112.312, Florida Statutes) who are officers, directors, partners, proprietors, employees, subcontractors or agents of the organization, its parent organization or subsidiary; (3) The disbursement of the foregoing amount will not inure to my special gain or loss or to the special gain or loss of my relatives or my business associates; and (4) I am not aware of any conflict of interest the disbursement of the foregoing amount to the organization will create for the City of Riviera Beach or myself.

Signature of Elected Official: _____ Date: 4/12/2013

Amount Approved by Elected Official: $ 750.00/100

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category:

Subject: Community Benefits Request for Dr. Mary McLeod Elementary School. Fourth grade field trip activity to St. Augustine , Florida . The Social Studies cirriculum for the fourth grade includes Florida History and we would lke for the students to have the opportunity to expierence this history first hand.

Recommendation/Motion: Approved

Originating Dept.	Legislative	**Costs:**	$700.00
User Dept.		**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-5-8301
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Council T. Davis would like to give $700.00 in community benefits to Mary McLeod Elementary School

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	
Capital Expenditures	
Operating Costs	
External Revenues	700.00
Program Income (city)	
In-kind Match (city)	
Net Fiscal Impact	

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO: 130-0101-511-5-8301

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
Backup_for_MM_Elem._School.pdf	backup

Waste Management Community Benefits Request for Donations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to $15,000 per year ($7,500 on October 1st and $7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

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Name of Elected Official Sponsoring Donation: Councilman Terence D. Davis

Legal Name of Organization: Dr. Mary McLeod Elementary School

Program/ Activity Name: St. Augustine Trip Requested Amount: $ 700.00

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Fourth grade field trip activity to St. Augustine, Florida. The Social Studies curriculum for the fourth grade includes Florida history and we would like for our students to have the opportunity to experience this history first hand. This will be an invaluable experience and out-of-the classroom hands on history lesson.

Mailing Address: 1501 Avenue "U"

City: Riviera Beach State: FL Zip: 33404

Contact Person(s): Dr. Edwina Mooney, Ed, D Principal

Phone: 561-882-7600 Fax: 561-882-7612

Email Address: edwina-mooney@palmbeachschools.org

Name of Authorized Official: Edwina Mooney

Signature of Authorized Official: Edwina M Mooney Date: 4/17/13

****Return the form to the Elected Official or the Legislative Office for processing.**

RECEIVED 04-18-'13 09:24 FROM- 5618827650 TO- P002/004

Waste Management Community Benefits Request for Donations Approval by Elected Official

I, Terence Davis, hereby certify that the donation to Mary McLeod Elementary complies with the City's Community Benefits Policy. I further certify that: (1) I am not an officer, director, partner, proprietor, employee, subcontractor or agent of the organization, its parent organization or subsidiary and I do not have any contractual relationship with or other obligation with to the organization its parent organization or subsidiary; (2) I have no relatives or business associates (as those terms are defined in section 112.312, Florida Statutes) who are officers, directors, partners, proprietors, employees, subcontractors or agents of the organization, its parent organization or subsidiary; (3) The disbursement of the foregoing amount will not inure to my special gain or loss or to the special gain or loss of my relatives or my business associates; and (4) I am not aware of any conflict of interest the disbursement of the foregoing amount to the organization will create for the City of Riviera Beach or myself.

Signature of Elected Official: [signature] Date: 4/18/13

Amount Approved by Elected Official: $ 700.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

RECEIVED 04-18-'13 09:24 FROM- 5618827650 TO- P003/004

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
09/26/07

85-8013897253C-1	11/24/2007	11/30/2012	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SCHOOL DISTRICT OF PALM BEACH COUNTY
3366 FOREST HILL BLVD A 323
WEST PALM BEACH FL 33406-5870

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Mayor Thomas A. Masters requests a donation of $2,000 in Community Benefits funds be made to Mothers Against Murderers Association, Inc., to support their work efforts in the community.

Recommendation/Motion: Staff recommends support of the motion.

Originating Dept.	LEGISLATIVE	**Costs:**	$2,000
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-6-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Mothers Against Murderers Association, Inc. (MAMA) assists families and victims affected by violence in a variety of ways. The donation will be used to purchase a laptop computer for research, office supplies and resources needed to provide educational pamphlets and DVDs.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: 130-0101-511-6-8301

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
MM_MOTHERS.pdf	SUPPORTING BACKUP

Waste Management Community Benefits Request for Donations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to $15,000 per year ($7,500 on October 1st and $7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, the Palm Beach County Code of Ethics, or state statutes, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

Name of Elected Official Sponsoring Donation: Mayor Thomas Masters

Legal Name of Organization: Mothers Against Murderers Association INC.

Program/ Activity Name: MAMA Community Response Requested Amount: $ 2,000

Briefly describe the Program/Activity below **and** attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Mailing Address: 2100 45th Street B5

City: West Palm Beach State: Fla Zip: 33407

Contact Person(s): Angela Williams

Phone: 561-842-8230 Fax: 561-842-8670

Email Address: mothersagain@aol.com

Name of Authorized Official: Angela Williams

Signature of Authorized Official: Angela Williams Date: 4/19/2013

****Return the form to the Elected Official or the Legislative Office for processing.**

Mar 30 13 01:37p Angela Williams 561-842-8670 p.1

Waste Management Community Benefits Request for Donations Approval by Elected Official

I, Thomas A. Masters, hereby certify that the donation to Mothers Against Murderers Association, Inc. complies with the City's Community Benefits Policy. I further certify that: (1) I am not an officer, director, partner, proprietor, employee, subcontractor or agent of the organization, its parent organization or subsidiary and I do not have any contractual relationship with or other obligation with to the organization its parent organization or subsidiary; (2) I have no relatives or business associates (as those terms are defined in section 112.312, Florida Statutes) who are officers, directors, partners, proprietors, employees, subcontractors or agents of the organization, its parent organization or subsidiary; (3) The disbursement of the foregoing amount will not inure to my special gain or loss or to the special gain or loss of my relatives or my business associates; and (4) I am not aware of any conflict of interest the disbursement of the foregoing amount to the organization will create for the City of Riviera Beach or myself.

Signature of Elected Official: Thomas A Masters Date: 4/19/13

Amount Approved by Elected Official: $2,000.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

To: Mayor Thomas Masters/City of Riviera Beach
Mothers Against Murderers Association Inc (MAMA) is an organization that assist families that have lost loved ones through violence. Our program is also targeted at helping youth to steer away from violent acts. MAMA goes out in the community to do outreach work, public speaking in schools, churches, youth correctional facilities and participate in rallies. The members of MAMA visit families that have experienced tragedy and offer support. We also get together bi-weekly to have a circle of healing for the victims. MAMA gives back to the community by having back to school drives where we services several of the kids in order to provide them with the supplies that they need in order to be successful in school. MAMA also has a yearly toy drive during Christmas to provide to children that may not receive toys otherwise. We also participate in food for families and have summer camp for the youth.

At this time MAMA is in need of a lap top computer in order to input victim data and continue research on topics such as preventing gun violence and researching resources to help our victims. We are also in need of office supplies in order to provide educational materials such as pamphlets and DVD's. By allowing MAMA to receive these funds it will allow us to continue to meet the needs of the people in the community.

Thanks,
Angela Williams

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Mothers Against Murderers Association

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2100 45th Street B5

Requester's name and address (optional)

City, state, and ZIP code
West Palm Beach Florida 33407

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
13:4257073

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Mar 30 13 01:38p Angela Williams 561-842-8670 p.4

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Events Name History

Entity Name Search
Search

Return to Search Results

Detail by Entity Name

Florida Non Profit Corporation

MOTHERS AGAINST MURDERERS ASSOCIATION, INC.

Filing Information

Document Number	N03000007056
FEI/EIN Number	134257073
Date Filed	08/14/2003
State or Country	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/25/2004
Event Effective Date	NONE

Principal Address

2100 45TH STREET UNIT B5
W PALM BEACH, FL 33407

Changed: 03/23/2012

Mailing Address

2100 45TH STREET UNIT B5
W PALM BEACH, FL 33407

Changed: 03/23/2012

Registered Agent Name & Address

TIPTON, TOMMY
931 VILLAGE BLVD 905
W PALM BCH, FL 33409

Officer/Director Detail

Name & Address

Title P

WILLIAMS, ANGELA
1221 W 23RD ST
RIVIERA BCH, FL 33404

Title V

WILLIAMS, ARTIE
1221 W 23RD ST
RIVIERA BCH, FL 33404

Title T

WILLIAMS, JIMMIE
1221 W 23RD ST
RIVIERA BCH, FL 33404

Title S

DIXION, GEORGIE
2527 S CANTBURY DR
W PALM BCH, FL 33407

Annual Reports

Report Year	Filed Date
2010	01/09/2010
2011	04/22/2011
2012	02/19/2012

Document Images

02/19/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format
01/09/2010 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
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07/18/2007 -- ANNUAL REPORT	View image in PDF format
01/17/2006 -- ANNUAL REPORT	View image in PDF format
02/04/2005 -- ANNUAL REPORT	View image in PDF format
10/25/2004 -- REINSTATEMENT	View image in PDF format
02/13/2004 -- Name Change	View image in PDF format
08/14/2003 -- Domestic Non-Profit	View image in PDF format

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State of Florida, Department of State

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category:

Subject: Mayor Thomas A. Masters requests a donation of $400 in Community Benefits funds be made to the American Cancer Society on behalf of the Carol Lind Angels, a City-based team competing in the Relay for Life fundraiser.

Recommendation/Motion: Staff recommends approval of the donation.

Originating Dept.	LEGISLATIVE	**Costs:**	$400.00
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-6-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Carol Lind died from cancer. Her sister, Articia Futch, created the Relay team in her name in an attempt to raise awareness and funds to help beat the disease. The Relay for Life is an annual event held in cities across the country.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: 130-0101-511-6-8301

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
MM_RELAY.pdf	BACKUP MATERIAL

Riviera Beach- "Best Waterfront City In Which To Live, Work and Play"

Waste Management Community Benefits Request for Donations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to $15,000 per year ($7,500 on October 1st and $7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, the Palm Beach County Code of Ethics, or state statutes, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

Name of Elected Official Sponsoring Donation: Thomas A. Masters

Legal Name of Organization: American Cancer Society

Program/ Activity Name: Relay for Life Requested Amount: $ 400.00

Briefly describe the Program/Activity below **and** attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

The donation is to one of the teams, the Carol Lind Angels, competing in the 'Relay for Life' event in Okeeheelee Park. It is named for a former City resident who died from cancer; her sister, City resident Articia Futch, is its captain.

Mailing Address: 621 Clearwater Park Road

City: West Palm Beach State: FL Zip: 33401

Contact Person(s): Articia Futch

Phone: 561-688-4508 Fax:

Email Address: futcha@pbso.org

Name of Authorized Official: Articia Futch

Signature of Authorized Official: Date: 4/18/13

****Return the form to the Elected Official or the Legislative Office for processing.**

Waste Management Community Benefits Request for Donations Approval by Elected Official

I, Thomas A. Masters, hereby certify that the donation to American Cancer Society complies with the City's Community Benefits Policy. I further certify that: (1) I am not an officer, director, partner, proprietor, employee, subcontractor or agent of the organization, its parent organization or subsidiary and I do not have any contractual relationship with or other obligation with to the organization its parent organization or subsidiary; (2) I have no relatives or business associates (as those terms are defined in section 112.312, Florida Statutes) who are officers, directors, partners, proprietors, employees, subcontractors or agents of the organization, its parent organization or subsidiary; (3) The disbursement of the foregoing amount will not inure to my special gain or loss or to the special gain or loss of my relatives or my business associates; and (4) I am not aware of any conflict of interest the disbursement of the foregoing amount to the organization will create for the City of Riviera Beach or myself.

Signature of Elected Official: Thomas A Masters Date: 4/18/13

Amount Approved by Elected Official: $400.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

Dozier, Marian

From: Futch, Articia L [FutchA@pbso.org]
Sent: Wednesday, April 17, 2013 3:54 PM
To: Dozier, Marian
Subject: FW: Message from "MDC"
Attachments: 20130320080501494.pdf

Hi Marian, I altered the request a little because since the time of the request we raised more money. Initially I asked for $1000. If he still wants to give a $1000 then great. If not $575 would put us at an even figure. Thanks again for your professionalism and understanding.

To Mayor Masters:

As we talked about, I am a volunteer with the American Cancer Society. Presently, we are in the midst of our major fund raising activities which are the Relay For Life Cancer Events. The focus of the relays is not the activity itself, it is to increase community awareness and to raise funds to combat this serious and often deadly disease that affects so many individuals and families. So as a community leader and activist, I am asking if you will contribute to our efforts.

My Team the Carol - Lind Angels has raised $13, 425. Your contribution of $575 would increase the total for cancer to be $14, 000 which would be greatly appreciated and well used. Thank you in advance for your donation. If you need to speak with me, I can be reached at 561 688 4508- office or 561 506 5778 cell.

Respectfully,
Articia Futch

2013 Relay For Life

American Cancer Society
Florida Division, Inc.

SPONSORSHIP OPPORTUNITIES

RELAY FOR LIFE
American Cancer Society

The American Cancer Society is the nationwide, community-based, voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy, and service.

1.800.227.2345 cancer.org

Relay For Life:

A UNIQUE COMMUNITY EVENT

The American Cancer Society's Relay For Life allows people from all walks of life to join in the fight against cancer. The overnight event raises money and awareness while serving as a celebration for cancer survivors, a memorial for loved ones lost and a rally for the community.

Relay For Life is the American Cancer Society's signature activity, as it encompasses the wide variety of programs and services the organization has to offer. Local businesses, clubs, families, friends, hospitals, schools and service organizations form relay teams. A member of each team is always out on the track walking, jogging or running, while other members camp out along the track and enjoy entertainment, activities and camaraderie.

Unstoppable momentum brings Relay For Life to new heights each year. Annually, 250,000 new participants join the millions who are already involved, as Relay events bring them together around the common goal of fighting cancer. Volunteer committees working in local communities lead thousands of events nationwide, each one with its own local flavor.

Relay For Life:

ADVANTAGES OF WORKING WITH THE AMERICAN CANCER SOCIETY

Taking powerful action against the nation's leading health concern

Each year, more than 1.6 million people in the United States find out that they have cancer and an estimated 578,000 Americans will die of the disease. By becoming a sponsor of an American Cancer Society Relay For Life event, you are helping to find cures for cancer and reduce the cancer burden in our community. People will see and know your company as an organization committed to the well-being of your customers and employees.

Joining forces with a trusted brand

The American Cancer Society is one of the most recognized names in the country. Since 1946, when the Society began its research program, the American Cancer Society has invested more than $3.6 billion in cancer research and funded 46 Nobel Prize winners. Associating with the American Cancer Society is a competitive advantage for your company and generates a more positive corporate image, improves customer loyalty and increases sales potential.

Gaining valuable community visibility

By connecting with Relay For Life, you will let the community know you are associated with the American Cancer Society. Sponsorship provides increased name recognition for your company in the local community and builds your reputation as an organization that cares about fighting cancer. Before and during the event, you will be recognized as a sponsor according to the terms of our sponsorship agreement. You may also choose to bring a team of employees to your local Relay For Life. When employee groups come together to help fight cancer, they build team spirit that lasts well beyond the time spent on the track. Relay can help forge friendships that will lead to mutual understanding and support, and can enhance the work environment.

By making a corporate gift to Relay For Life, your company will be associated with the American Cancer Society, a trusted name in the fight against cancer.

AMERICAN CANCER SOCIETY RELAY FOR LIFE

Celebrate. Remember. Fight Back.

Dear American Cancer Society Supporter:

Thank you for your interest in sponsoring the American Cancer's Society's 2013 Relay For Life of Okeeheelee Park. Each year this incredible event allows our local community to come together to Celebrate, Remember and Fight Back.

Survivors are recognized when they and their caregivers take that first lap and during the following special reception and dinner. Later we honor those who are still fighting and remember those we have lost during the powerful Luminaria Ceremony. Funds raised by the teams help the American Cancer Society in its mission to reduce the incidence of cancer, reduce the number of deaths from cancer and diminish the suffering of cancer patients. We are making progress, with the help of the whole community!

Relay For Life of Okeeheelee Park will be held April 13th and 14th, 2013 at Okeeheelee Park. Teams will form and fundraise for months, then set their campsites up for the 18 hour (through the night) Relay. At least one person from each team will be walking the track all the time and games, activities, food and music will keep everyone enthused and excited. By morning, during the closing ceremony, teams will be tired but happy—another successful Relay For Life!

Support from our sponsors is an important part of delivering the Relay experience. We'd like to ask you to consider the information supplied in this package in hopes that you will be able to contribute toward this important local event and support the ACS mission. Our goal this year is to have over 30 teams and raise more than $42,000. We need your support.

Please consider becoming a sponsor and think about forming a team to participate in this year's Relay For Life of Okeeheelee Park. Imagine a world with more birthdays—you can make that happen!

Sincerely,

Christina Erickson
Community Representative II
Relay For Life of Okeeheelee Park

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 5/1/2013

Agenda Category: BOARD APPOINTMENT

Subject: Mayor Thomas A. Masters seeks to appoint Ronald Warneke to the Riviera Beach Housing Authority Board.

Recommendation/Motion: Staff recommends approval of the appointment.

Originating Dept.	LEGISLATIVE	**Costs:**	0
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
The Mayor is responsible for appointing members to the Board of Commissioners of the Riviera Beach Housing Authority, an independent federal agency. Ronald Warneke is a former member of the Bergen County Housing Authority in New Jersey and has served admirably on several local boards, including that of JAY Ministries in the City.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

B. Recommended Sources of Funds/Summary of Fiscal Impact :

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
MM_WARNEKE_APPOINTMENT.pdf	BACKUP MATERIAL

RONALD WARNECKE
1100 BEAR ISLAND DRIVE
WEST PALM BEACH, FL. 33409
561-478-1100

April 18, 2013

Mayor Thomas Masters
City of Riviera Beach Municipal Complex
Riviera Beach, Fl. 33404

Dear Mayor Masters;

Thank you for your confidence in me for requesting my service on the Riviera Beach Housing Authority.

Prior to my relocating to Florida, I have previously served on the Bergen County Housing Authority in New Jersey as well as several other government positions. Since I have been in Florida I have volunteered on several committees in Riviera Beach and West Palm Beach.

As a business and property owner in our city, I am dedicated to working toward the future of Riviera Beach. To mention a few, I have previously served on the Board of Jay Ministries as Finance Director, however my proudest accomplishment has been working in conjunction with your JOBS CLUB, where I personally procured employment for over 20 Riviera Beach *RESIDENTS* within a four month period.

Housing, Employment, and Industry opportunities, in my opinion, are the three most important agenda items for our future. Riviera Beach currently has the least expensive real estate on the entire East Coast of the United States. I am very anxious to be part of the future, and should I be accepted, my dedication is my promise.

Yours very truly,

Ron Warnecke