REGULAR CITY COUNCIL MEETING
AGENDA
CHAMBERS

RIVIERA BEACH, FL 33404
September 4, 2013
5:25 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 JULY 17, 2013.**

RESOLUTIONS

2. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ASSIGNMENT OF THE OCEAN MALL GROUND LEASE-RETAIL TO TJAC SINGER ISLAND, LLC WITH CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.**

3. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE GRANT APPLICATION SUBMITTAL AND ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAMS (JAG) IN THE AMOUNT OF $40,389; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

4. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY**

COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE CITY AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY GRANTING THE USE OF APPROXIMATELY 21,369 SQUARE FEET OF UNIMPROVED CITY RIGHT-OF-WAY TO BE UTILIZED AS A LINEAR WALK PATH AND GREEN SPACE, LOCATED NORTH OF WEST 6TH STREET TO SOUTH OF DR. MARTIN LUTHER KING JR. BOULEVARD ALONG AVENUE 'L'; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LICENSE AGREEMENT; 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 THE MAYOR AND CITY CLERK TO EXECUTE A THREE (3) YEAR INTERLOCAL AGREEMENT TO PROVIDE POLICE SERVICES TO THE PORT OF PALM BEACH; WHO AGREES TO FUND TWO (2) FULL-TIME POLICE OFFICER POSITIONS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF $43,324.00 FOR THE TOTAL AMOUNT OF $173,296.00 ANNUALLY; 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 THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE $4,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR DONATION TO THE RIVIERA BEACH EDUCATION SCHOLARSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

7. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 397-13 TO B&B UNDERGROUND CONTRACTORS INC., OF ROYAL PALM BEACH, FLORIDA FOR THE RECONSTRUCTION OF WEST 13TH STREET BETWEEN WEST 13th COURT AND AVENUE R IN THE AMOUNT OF $1,691,197.80; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%) FOR A TOTAL CONSTRUCTION BUDGET OF $1,860,318; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER(S) 109-0715-541-1-6355 ,412-1437-533-0-6352, 412-1437-535-0-6352, 460-1127-541-0-6355, 303-1127-541-0-6351, 310-1123-541-0-6351 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 THREE (3) YEAR AGREEMENT TO PROVIDE POLICE SERVICES TO THE HOMEOWNERS ASSOCIATION OF THOUSAND OAKS FROM SEPTEMBER 5, 2013, THROUGH SEPTEMBER 4, 2016; AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF $44,976.25 FOR A TOTAL OF $179,905.00 PER YEAR; AND PROVIDING AN EFFECTIVE DATE.

9. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING UPDATED FEES AND CIVIL PENALTIES FOR THE POLICE ALARM SYSTEMS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

10. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE $3,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR THE IMPLEMENTATION AND DEPLOYMENT OF SMARTWATER TECHNOLOGY; AND PROVIDING AN EFFECTIVE DATE.

11. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LISTS BY CREATING AND DELETING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS, PURSUANT TO THE 2013 - 2014 FISCAL BUDGET; AND PROVIDING AN EFFECTIVE DATE.

12. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM OTHER GRANTS AND AIDS ACCOUNT NUMBER 001-0203-519-0-5521 ON BEHALF OF THE 2013-2014 CITY OF RIVIERA BEACH EDUCATION SCHOLARSHIP RECIPIENTS IN THE AMOUNT OF $19,000; AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO APPROPRIATE DONATION FUNDS RECEIVED FROM THE WEST PALM BEACH FISHING CLUB IN THE AMOUNT OF $2,000; POLICE LAW ENFORCEMENT TRUST FUND IN THE AMOUNT OF $4,000; MAYOR THOMAS MASTERS (COMMUNITY BENEFITS FUND) IN THE AMOUNT OF $1,000; COUNCILWOMAN JUDY DAVIS (COMMUNITY BENEFITS FUND) IN THE AMOUNT OF $1,000; GEU REAL ESTATE, LLC IN THE AMOUNT OF $1,000; T&C EXPRESS, INC. IN THE AMOUNT OF $1,000; $1,000 FROM THE RIVIERA BEACH EDUCATION ADVISORY COMMITTEE (IF NEEDED); AND DISBURSE FUNDS FROM ACCOUNT NUMBER 130-0203-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.

13. 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 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA, AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH IN THE AMOUNT OF $5,000 PER MONTH FOR ONE (1) YEAR COMMENCING OCTOBER 1, 2013 TO SEPTEMBER 30, 2014; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

14. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN (C3TS), P.A. OF BOCA RATON, FLORIDA FOR CIVIL ENGINEERING POST-DESIGN/CONSTRUCTION OVERSIGHT SERVICES FOR THE WEST 13TH STREET ROADWAY IMPROVEMENT PROJECT IN THE AMOUNT OF $105,012.50; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER (S) 412-1437-533-0-6352, 412-1437-535-0-6352, 460-1127-541-0-6355, 310-1123-541-0-6351 AND PROVIDING AN EFFECTIVE DATE.

15. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE "COUNCILMAN CEDRICK THOMAS 3RD ANNUAL 5TH GRADE FUN DAY" AT JOHN F. KENNEDY MIDDLE SCHOOL, 1901 AVENUE "S'; AND PROVIDING AN EFFECTIVE DATE.

16. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORDIA, APPROVING THE 5TH ANNUAL COUNCILMAN CEDRICK THOMAS THANKSGIVING TURKEY GIVEAWAY WITH THE LOCATION OF THE EVENT TO BE ANNOUNCED; AND PROVIDING AN EFFECTIVE DATE.

17. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY,. FLORIDA, APPROVING THE "COUNCILMAN CEDRICK THOMAS 3RD ANNUAL NIGHT OF ELEGANCE EVENT HONORING OUR SENIORS"; AND PROVIDING AN EFFECTIVE DATE.

END OF CONSENT AGENDA

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

18. LEGISLATIVE UPDATE BY SENATOR JEFF CLEMENS, DISTRICT 27 AND REPRESENTATIVE BOBBY POWELL,

DISTRICT 88.

19. PROCLAMATION FROM THE OFFICE OF MAYOR THOMAS A. MASTERS DECLARING SEPTEMBER 2013 AS "LITERACY AWARENESS AND ENGAGEMENT MONTH" IN THE CITY OF RIVIERA BEACH.

20. PROCLAMATION FROM THE OFFICE OF MAYOR THOMAS A. MASTERS DECLARING SEPTEMBER 2013 AS "SICKLE CELL AWARENESS MONTH" IN THE CITY OF RIVIERA BEACH.

21. PRESENTATION FROM THE OFFICE OF MAYOR THOMAS A. MASTERS OF A "KEY TO THE CITY" TO DAN CALLOWAY IN RECOGNITION OF HIS MORE THAN 50 YEARS OF SERVICE TO THE COMMUNITY OF RIVIERA BEACH.

PUBLIC HEARINGS

22. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PLAT ENTITLED "RAPIDS SOUTH", TOTALING 6.74 ACRES LOCATED ON THE EAST SIDE OF NORTH MILITARY TRAIL, EAST OF LONE PINE GOLF COURSE, SOUTH OF PORT WEST BOULEVARD, NORTH OF UP THE GROVE LANE; AND PROVIDING AN EFFECTIVE DATE.

23. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION TO CONSTRUCT A 17,161 SQUARE FOOT COMMERCIAL BUILDING ON 1.93 ACRES, LOCATED AT THE SOUTHEAST CORNER OF WEST BLUE HERON BOULEVERD AND AUSTRALIAN AVENUE AND THE SOUTHWEST CORNER OF WEST BLUE HERON BOULEVARD AND AVENUE ‘L'; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCES ON SECOND READING

24. ORDINANCE NO. _____ AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; AMENDING ARTICLE III ENTITLED "FIREFIGHTERS' PENSION PLAN", SECTION 14-47 ENTITLED "BOARD OF TRUSTEES, CREATED, POWERS, DUTIES" OF THE CITY OF RIVIERA BEACH CODE OF ORDINANCES RELATING TO THE FIRE PENSION PLAN BY PROVIDING FOR AN INCREASE IN TRUSTEE TERMS; PROVIDING FOR CODIFICATION, SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

25. ORDINANCE NO. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 11, ENTITLED, "NUISANCES", ARTICLE III ENTITLED, "JUNKED, WRECKED, ABANDONED PROPERTY" OF THE CITY'S CODE OF ORDINANCES BY CREATING A NEW DIVISION

ENTITLED "SHOPPING CARTS" FOR THE REGULATION OF SHOPPING CARTS; PROVIDING FOR SEVERABILITY, CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

26. ORDINANCE NO. _____ AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE IX, ENTITLED "LAND DEVELOPMENT APPLICATION FEES", SECTION 31-691, ENTITLED "PURPOSE"; BY PROVIDING FOR THE WAIVER OF FEES ASSOCIATED WITH PROCESSING LARGE FAMILY CHILD CARE HOME APPLICATIONS, INCLUDING SITE PLAN APPLICATION FEES, SPECIAL EXCEPTION FEES AND ADVERTISING FEES, TO BE ADDED TO THE LAND DEVELOPMENT APPLICATION FEE SCHEDULE FOR A ONE YEAR PERIOD, REFERENCED UNDER SECTION 31-691; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

27. ORDINANCE NO. _____ AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE III, ENTITLED "SITE PLAN REVIEW", SECTION 31-61, ENTITLED "STANDARDS FOR GRANTING SPECIAL EXCEPTIONS" BY PROVIDING AN INCREMENTAL PAYMENT PROCESS OPTION FOR REQUIRED SPECIAL EXCEPTION FEES, SITE PLAN FEES AND ADVERTISING FEES FOR LARGE FAMILY CHILD CARE HOMES, COMMUNITY RESIDENTIAL HOMES AND PLACES OF WORSHIP; AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE I, ENTITLED "IN GENERAL", SECTION 31-1, ENTITLED "DEFINITIONS" BY PROVIDING DEFINITION OF COMMUNITY RESIDENTIAL HOME; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCES ON FIRST READING

28. ORDINANCE NO. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, FIXING THE ADJUSTED TAX VALUATION OF REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY; LEVYING A TAX ON REAL PROPERTY AND TANGIBLE BUSINESS PERSONAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 FIXING THE MILLAGE RATE OF 8.9980 MILLS THEREON FOR SAID YEAR; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

29. ORDINANCE NO. _____ AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, MAKING APPROPRIATIONS AND ESTABLISHING A BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014;

PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

30. **ORDINANCE NO. _____ AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; AMENDING CHAPTER 14, ENTITLED PENSIONS AND RETIREMENT PROGRAMS, ARTICLE IV ENTITLED "POLICE OFFICERS PENSION PLAN", SEC. 14-75 ENTITLED "BOARD OF TRUSTEES, CREATED, POWERS, DUTIES", SUBSECTION (a) OF THE CITY OF RIVIERA BEACH CODE OF ORDINANCES RELATING TO THE POLICE PENSION PLAN BY PROVIDIING A PROCEDURE TO STAGGER TRUSTEE TERMS AND BY CREATING NEW SECTIONS (iii) AND (iv); PROVIDING FOR CODIFICATION, SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

DISCUSSION AND DELIBERATION

31. **AGREEMENT BETWEEN MCKINLEY INSURANCE SERVICES, AS AGENT OF RECORD FOR THE CITY OF RIVIERA BEACH TO FACILITATE HEALTH, DENTAL, LIFE SUPPLEMENTAL AND DISABILITY INSURANCE COVERAGES FOR THE CITY EMPLOYEES.**

32. **DISCUSSION OF THE MAYOR'S TRIP TO KUNMING, CHINA FOR THE 5TH ANNUAL GLOBAL OUTSCOURCING SUMMIT.**

33. **THE MAYOR CONVENED A PRESS CONFERENCE ON AUGUST 22, 2013 AT 3PM TO DISCUSS THE RASH OF SHOOTINGS IN THE LOCAL AREA.**

COMMUNITY BENEFITS REQUEST

34. **YOUTH RECREATION ASSOCIATION - $800 - MAYOR THOMAS A. MASTERS -IN SUPPORT OF A FUNDRAISER FOR DeANDRE CLINTON BUTLER THROUGH THE LEUKEMIA AND LYMPHOMA SOCIETY.**

35. **MOTHERS AGAINST MURDERERS ASSOCIATION - $500 - MAYOR THOMAS A. MASTERS - IN SUPPORT OF THE RESPONSE TEAM.**

36. **VALLEY OF LOVE MINISTRIES- $250 - MAYOR THOMAS A.**

MASTERS -IN SUPPORT OF A NEW COMPUTER TRAINING PROGRAM.

37. NU-LIFE, NU-FAITH MINISTRIES - $500 - MAYOR THOMAS A. MASTERS - TO SUPPORT THE AFTER-SCHOOL TUTORIAL PROGRAM.

38. FAITH*HOPE*LOVE*CHARITY, INC - $300 - COUNCILWOMAN JUDY L. DAVIS - STAND DOWN HOUSE PROGRAM ASSISTS MALE VETERANS REGAIN THEIR INDEPENDENCE.

39. WASHINGTON ELEMENTARY SCHOOL - $300 - COUNCILWOMAN JUDY L. DAVIS - WELCOME BACK TO SCHOOL BREAKFAST REWARDS STUDENTS FOR THEIR HARD WORK.

40. ST. GEORGE'S CENTER, INC. - $500 - COUNCILMAN TERENCE D. DAVIS - IN SUPPORT OF THE YEAR ROUND EVENTS FOR SCHOOL AGE YOUTH.

41. NU-LIFE NU-FAITH - $590 - COUNCILMAN TERENCE D. DAVIS - IN SUPPORT OF THE TUTORIAL PROGRAM HELD AT STONY BROOKS APARTMENTS COMPLEX.

42. 5TH ANNUAL COUNCILMAN CEDRICK THOMAS THANKSGIVING TURKEY GIVEAWAY - $6,229.36 - COUNCILMAN CEDRICK A. THOMAS - DONATION OF TURKEYS TO FAMILIES IN OUR COMMUNITY.

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: 9/4/2013

Agenda Category: CONSENT

Subject: **MINUTES OF THE JULY 17, 2013 REGULAR CITY COUNCIL MEETING**

Recommendation/Motion: **APPROVE THE MINUTES OF THE JULY 17, 2013 REGULAR CITY COUNCIL MEETING**

Originating Dept.	OFFICE OF THE CITY CLERK	**Costs:**	
User Dept.	OFFICE OF THE CITY CLERK	**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:
17JUL13.doc	JULY 17, 2013 REGULAR CITY COUNCIL MEETING MINUTES

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
CITY COUNCIL MEETING MINUTES
WEDNESDAY, JULY 17, 2013 AT 5:30 P.M.
MUNICIPAL COMPLEX CITY COUNCIL CHAMBERS

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

CHAIRPERSON THOMAS: Test, testing. Okay. We're gonna give everybody about 30 seconds. Then we're gonna start. Okay. Everyone seems to be here. Good evening, everyone. We'll call our regular city council meeting to order. Madam Clerk, could you please call the roll?

CITY CLERK WARD: Yes, Mr. Chair. Mayor Thomas Masters? Chairperson Cedrick Thomas?

CHAIRPERSON THOMAS: Here.

CITY CLERK WARD: Chair Pro-tem Dawn Pardo?

CHAIR PRO-TEM PARDO: Present.

CITY CLERK WARD: Councilperson Bruce Guyton.

COUNCILPERSON GUYTON: Here.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Here.

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: Here.

CITY CLERK WARD: City Manager Ruth Jones?

CITY MANAGER JONES: Present.

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

CITY ATTORNEY RYAN: Present.

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

CHAIRPERSON THOMAS: Thank you, Madam Clerk. Would everyone please stand for a moment of silence, followed by our Pledge led by Councilman Guyton. (Everyone stood for a moment of silence with the Pledge of Allegiance being led by Councilperson Guyton).

CHAIRPERSON THOMAS: Okay. Miss Jones, any additions, deletions, substitutions?

CITY MANAGER JONES: Yes, sir, Mr. Chair. First, I'd like to make a correction. Um, initially it was said that item number 2 on healthcare would be deleted. That was an error. That item is still on the agenda for consideration tonight. I would like to remove from consideration item number 5 on the Consent Agenda. That deals with the investment policy.

As well as item number 6, the issuance of debt. And item number 7, the arbitrage policy. I would also like to delete from consideration tonight on -- ordinance on second read, item number 19, dealing with the fire -- the burglar alarm systems. Those are the only corrections and deletions, Mr. Chair.

CHAIRPERSON THOMAS: Got it. Okay. Any disclosure by the council at this time? Hearing none, entertain a motion for adoption of the agenda.

COUNCILPERSON J. DAVIS: So moved.

COUNCILPERSON T. DAVIS: So moved.

CHAIRPERSON THOMAS: It's been properly moved and second. Any additional questions/concerns? Hearing and seeing none, Madam Clerk, would you please call the roll?

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: Yes.

CITY CLERK WARD: Councilperson Bruce Guyton? Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

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

CHAIRPERSON THOMAS: Okay. We're gonna move down to Consent. All matters listed under this item are considered to be routine. An 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 order on the agenda. Hearing that, I'll entertain a motion for Consent Agenda.

COUNCILPERSON T. DAVIS: So moved.

COUNCILPERSON J. DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any additional questions or concerns? Hearing none, Madam Clerk.

CITY CLERK WARD: Councilperson Bruce Guyton? Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

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

CHAIRPERSON THOMAS: Okay. We're gonna move down to Awards and Presentations. Item 15, presentation to the Riviera Beach Police Department.

CITY CLERK WARD: (Unintelligible).

CHAIRPERSON THOMAS: Yes. Who -- who's in charge of this particular award? If they're -- if they're not ready, we'll -- we'll move.

UNIDENTIFIED SPEAKER: (Unintelligible).

CHAIRPERSON THOMAS: I'm sorry?

UNIDENTIFIED SPEAKER: (Unintelligible).

COUNCILPERSON J. DAVIS: The -- the Mayor.

CHAIRPERSON THOMAS: Okay. We're gonna -- we're gonna move past this. We're gonna go ahead to Ordinances on Second Reading.

CITY CLERK WARD: Ordinance number 4023, an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, repealing the existing chapel -- chapter 2, article 5 -- excuse me -- related to per diem and travel expenses and providing an effective date. This ordinance was advertised Palm Beach Post on July the 7th.

CHAIRPERSON THOMAS: Is there a motion?

COUNCILPERSON J. DAVIS: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON THOMAS: It's been properly moved and seconded. Um, this is the second reading. Or is there any additional information anyone needs at this time?

CHAIR PRO-TEM PARDO: Um, Madam -- Mr. Chair?

CHAIRPERSON THOMAS: Miss Pardo?

CHAIR PRO-TEM PARDO: Okay. I have two things. You know, I reviewed this policy several times since the last meeting. And I have a couple of questions. Okay. Item 5. And this is just something that I think we should all consider and, um, you know, I'm sure this is all best efforts. I just want to make sure this isn't set in stone.

CHAIRPERSON THOMAS: Which item are you speaking of?

CHAIR PRO-TEM PARDO: It's page 5.

CHAIRPERSON THOMAS: Okay. Under --

CHAIR PRO-TEM PARDO: Number 2.

CHAIRPERSON THOMAS: -- under -- under item 17, still, right?

CHAIR PRO-TEM PARDO: Yeah. Item 17.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: The travel.

CHAIRPERSON THOMAS: Right.

CHAIR PRO-TEM PARDO: Okay. It says the, um, mileage shall be computed based on MapQuest's shortest route. Now, we need to make -- you know, everyone needs to be realistic about this. Um, we need to make sure that you're traveling through the safest route. Okay? So, you know, if the shortest route is through a high-crime blighted area and you're driving through at 11:00 at night, I don't think that's prudent to have, you know, our employees do that.

So, um, you know, either we can change that or, you know, maybe we can say when -- you know, "when applicable" or, you know, something like that. But I don't think it should be set in stone that you have to take the shortest route.

Um, the other thing I'd like to bring up is on page 12. I'm sorry, it's page 13. The second-to-last sentence where it says, "Therefore, without specific approval from city

council, otherwise travel expenses shall be paid for elected officials only from their respective budget accounts."

Um, I think we should take out "city council" and put "city manager," and only because, you know, I don't want this to be political. I don't want it to be vindictive against someone. You know, we could have a council where, you know, they're against one person and, you know, the person wants to travel, you know -- something comes up.

Say, for, you know, example, you know, you're invited by the governor to go on some trip. You don't have money in your budget. You bring it to the council and the council goes against you. You know, either for political reasons or other reasons. So I think something like that we should really take out and amend it and put that the city manager should approve it, instead of the council. So those are my two suggestions.

CHAIRPERSON THOMAS: Okay. Any other questions, concerns on this matter?

COUNCILPERSON GUYTON: Yeah, I -- Mr. Chair, I've got a question. Miss Pardo, what section was that you just referred to?

CHAIR PRO-TEM PARDO: Which one, on the shortest route or the --

COUNCILPERSON GUYTON: Oh, no, the city manager.

CHAIR PRO-TEM PARDO: -- okay. It's page 13, the last paragraph. It's under "Legislative Travel."

COUNCILPERSON GUYTON: Um, well -- well, my -- my -- my comments are -- first of all, I thought the attorney told me this was going to be removed tonight and --

CITY ATTORNEY RYAN: No. The policy is not for your consideration. The -- this is just an attachment to the ordinance repealing the, um -- the code --

COUNCILPERSON GUYTON: Okay.

CITY ATTORNEY RYAN: -- the code section.

COUNCILPERSON GUYTON: Okay.

CITY ATTORNEY RYAN: So it was attached so you would have a -- be able to review what will be presented to you at the next city council meeting.

COUNCILPERSON GUYTON: Okay. So --

CITY ATTORNEY RYAN: So you still have an opportunity to make changes.

COUNCILPERSON GUYTON: -- so I want to understand where it, um --

CHAIRPERSON THOMAS: Now, this says it's on second reading.

COUNCILPERSON GUYTON: -- what Vice Chair Pardo was indicating.

CHAIRPERSON THOMAS: Say that again, Mr. Guyton.

COUNCILPERSON GUYTON: I had a question to Vice Chair Pardo. You don't think that the city council should approve any travel that goes beyond the authorized budget?

CHAIR PRO-TEM PARDO: I don't. I think it should be up to the city manager at that point. If the city manager feels that the travel is, you know, going to affect the City in a positive way and, you know, it's something that we should consider, I think, you know, at that point it should really be up to the city manager. And I believe she has signing authorization up to $40,000.

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: No, try 25.

CITY ATTORNEY RYAN: Twenty-five.

CHAIR PRO-TEM PARDO: Okay. How much?

COUNCILPERSON GUYTON: Twenty-five.

CHAIRPERSON THOMAS: Twenty-five.

CITY ATTORNEY RYAN: Twenty-five.

CHAIR PRO-TEM PARDO: Okay. I'm sorry. 25,000.

COUNCILPERSON GUYTON: Okay. The -- the --

CHAIR PRO-TEM PARDO: So that's -- that's all I'm suggestion -- suggesting.

COUNCILPERSON GUYTON: -- the only problem I have with that is that this would be her boss. And a staff member would definitely be reluctant to refuse a boss's request. We, being equal, would be more inclined to look at it more objectively. And we have a responsibility to monitor ourselves. Um, I don't think that should be kicked to the city manager because one of her bosses would certainly have some influence over her tenure here. So I think that that should be left up to somebody on an equal level. We make an objective decision whether the taxpayers' money is being spent wisely, and we keep it moving. So I don't agree with that (unintelligible).

CHAIRPERSON THOMAS: Any other questions, concerns? Discussion?

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

CHAIRPERSON THOMAS: Councilperson T. Davis?

COUNCILPERSON T. DAVIS: I'm listening to the concerns. But let's say, um, we don't

have a meeting for another month. And someone calls from another country, another city that wants to establish a relationship and they want someone from our city to go and represent us. But we don't have a board meeting for another month but they want a response in a week. What do we do at that time?

CHAIRPERSON THOMAS: Is that question being directed to --

COUNCILPERSON T. DAVIS: No. I'm -- I'm saying that's something --

CHAIRPERSON THOMAS: -- just for discussion?

COUNCILPERSON T. DAVIS: Let me say that that's for discussion. It's something to think about because I understand, um, Councilperson Guyton's concerns, but we shouldn't have to wait to do some business for a board when we have a city manager who we pay very well to make these type of decisions.

COUNCILPERSON GUYTON: Hey, can -- can I respond?

CHAIRPERSON THOMAS: If -- if no one else wants to speak. Anything from, um, Miss Davis or the mayor?

MAYOR MASTERS: I'll make a statement.

CHAIRPERSON THOMAS: If -- do you want to say something, Mayor?

MAYOR MASTERS: Oh, I was just trying to be a gentleman. Um, yes.

CHAIRPERSON THOMAS: Okay.

MAYOR MASTERS: Analogy. If we are prohibited of going to the manager for this item or for something that relates to travel, then that would -- then we should be consistent. That means that we shouldn't be able to go the manager for anything that pertains -- um, an expenditure other than -- that's out of the ordinary. Um, out of the -- whether it's travel or whether it's promotion or whether it's whatever.

So I guess as I'm reading this and trying to interpret this, if -- if one person here who's voting, uh, is in accord with Councilwoman Dawn Pardo's wise observation that this certainly should be in the peripheral of the manager as it has been, um, traditionally and consistently down through the years, that if -- if a councilperson agrees with Dawn Pardo -- Councilwoman Dawn Pardo, excuse me -- then that means that a person would be voting no and would be voting this down.

And if a person -- if a councilwoman or man agrees with taking it to the council first, then you would be voting yes. And that's kind of how I -- I just want to make sure that I'm understanding that correctly, and based upon my understanding, that if I'm in accord with Councilperson Pardo, I'm -- I will be voting no. Thank you, Mr. Chair.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Um, let me go back to Mr. Guyton first. He was the first one in the second round. Mr. Guyton?

COUNCILPERSON GUYTON: Um, yes, Mr. Chair. Thank you. I'm -- what I don't want to happen is for one of us as a councilperson to abuse that privilege. At what point do we say that you're not gallivanting around the world on taxpayers' money and not really bringing anything back to us?

So my point is that we need some parameters that we can't travel around the world seven, eight times. I don't care how -- how many invitations they get. So where do we draw the line? Do -- do we get to go to the city manager every time somebody requests us to travel around the world or is it gonna be one or two times or where is the limit? That's what I'm looking for. So if somebody can tell me that so that I can better understand how we're going to gauge and monitor the potential abuse of this -- would someone like to answer that for me?

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Miss Pardo?

CHAIR PRO-TEM PARDO: Okay. I think every councilperson should be able -- and mayor should be able to govern themselves. We get -- how much do we get? 2,250 a year in travel? And I know my travel never goes over. At the end of the fiscal year, quite a bit of my entire budget goes back into the general fund. All right? So this really doesn't pertain to me.

However, I feel, again, that this should be the responsibility of the city manager. And what I'm looking to do is take the politics out of this because, like I said earlier, it could turn political. All right? If, you know, you have people against one particular councilperson or against the mayor, and you know, it's a decent trip that they're asking for funding on, you know, the council could go against them.

The city manager has -- I've worked with the city manager for four years, and I know for a fact she has stood up to, uh, Council on several, you know, different issues when Council, you know -- personal pleas by Council to do something. So, um, you know, however you guys wanna go, but I think it would -- again, it would be prudent, take the politics out of it. You have a city manager. And like, you know, someone mentioned, we pay her very well, and she should be the one that determines whether or not she is going to allow the councilperson to take money out of the general fund, period.

CHAIRPERSON THOMAS: Okay. We've --

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Miss Davis?

COUNCILPERSON J. DAVIS: Um, I'm gonna give you my in -- my piece on this. I tend to agree with Mr. Guyton. And my reasons for doing so are such that, um, I think if we have -- if someone gets an invitation from another country or -- or whatever, I don't -- I don't suspect that it would be a last-minute issue, um, a last-minute invite.

And there should be enough time, particularly if we have consistent meetings -- as I think it's on the agenda that we go back to two meetings a month -- um, that there will be time to bring it to Council for approval. But I do also believe that -- and you know, maybe it has some merit if it -- if it's a small thing.

I know -- and I'll say it because I did do it -- um, we only had 20 some hundred dollars in our travel budget. I went to National League of Cities. Each time I go to National League of Cities I bring back some information for, uh, us to consider. I give to the city manager. But there was also Palm Beach County Day that came up. And I definitely wanted to attend that so I asked the city manager if she would, you know, take care of that.

So if it's -- and -- and, you know, there has to be a line that's drawn. If it's something that's out of the country, I definitely think that it should come back to Council. However, I understand what Mr. Guyton's referring to when, you know, um, a -- an authority figure goes to the city manager and asks for something, she would be hesitant to, um, you know, tell them no. So I -- I -- I wouldn't support this going forward.

CHAIRPERSON THOMAS: Okay. Um, I'm of the perspective that we should be governing ourselves but obviously that really hasn't happened. And thus the reason for the policy. I don't agree with all parts of the policy. I think it should have definitely been workshopped a little bit better before we went ahead but this is actually not dealing with the policy directly. This is actually just amending the ordinance.

So we've debated it several times. It's -- as it stands now, this is just to amend the ordinance. It has been properly moved and second. We're going to go ahead and call the question, Madam Clerk.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes. With the council being the authority to approve any trips beyond the budget.

CHAIRPERSON THOMAS: Okay. The -- Mr. Guyton?

CITY MANAGER JONES: Not (unintelligible) policy today.

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: Mr. Guyton, it's -- the motion is as it --

COUNCILPERSON J. DAVIS: Yes.

CHAIRPERSON THOMAS: -- reads.

COUNCILPERSON GUYTON: As it reads.

CHAIRPERSON THOMAS: If you want to amend the motion --

COUNCILPERSON GUYTON: Yes.

CHAIRPERSON THOMAS: -- then that's something different.

COUNCILPERSON GUYTON: No. Okay.

CHAIRPERSON THOMAS: But at this point it's either a yes or a no vote.

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: No.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: No.

CHAIRPERSON THOMAS: Chair Thomas?

CHAIRPERSON THOMAS: No.

CITY CLERK WARD: That vote failed.

CHAIRPERSON THOMAS: Okay. We're gonna move to item 18.

CITY CLERK WARD: That was Thomas, Pardo and T. Davis dissenting.

CHAIRPERSON THOMAS: But before we go to 18, since the mayor is in attendance and let's make that, uh, notification official. The mayor's here. He's been here for a few moments now. Mayor, are you ready for your presentation?

MAYOR MASTERS: Mr. Chair, I am indeed. The veteran is here.

CHAIRPERSON THOMAS: Okay. You can go ahead with your presentation.

MAYOR MASTERS: Thank you, Mr. Chair.

KELLY MORRISON: Good evening. I apologize for my demeanor but I was helping a

hero. If -- many of you may know me but if you don't my name is Kelly Morrison. I'm a, um, VFW member of 9610. I'm also American Legion Post 268. I'm also for the Mayor's Office of Veterans' Affairs. But I'm here tonight speaking on behalf of American Legion Post 268.

We have three -- I still call them heroes -- the first responders that have gotten a letter of commendations and they've gone up to the State of Florida for Officers of the Year, whether to be a firefighter or a police officer. And I'd like to just call their names and have them come up to receive their awards.

MAYOR MASTERS: Justify what you mean by "heroes." A hero is --

KELLY MORRISON: Our heroes -- I'm sorry. Our heroes are anybody that has served beyond the call of duty, whether it be a first responder, fire, police or soldier. Um, I call them all heroes 'cause everyone chooses to do it on their own. Officer Jennifer Diaz? Corporal Comend [phonetic]?

MAYOR MASTERS: Thank you for your service.

KELLY MORRISON: And Officer Brack [phonetic] is receiving on behalf of Paul Wright.

MAYOR MASTERS: (Unintelligible).

KELLY MORRISON: A firefighter. Paul Wright is a firefighter. I want to thank them all for their time and service. Their -- their notification is still pending. They have not been nominated -- they have been nominated but it hasn't been voted through the State of Florida. They still may become Officer of the Year for the State of Florida.

CHAIR PRO-TEM PARDO: Excellent.

MAYOR MASTERS: Thank you, Mr. Chairman. Just for the record, they are Officers of the Year for City of Riviera Beach and Firefighter of the Year. Thank you.

CHAIRPERSON THOMAS: Thank you. Um, we had a -- an additional presentation. Are the individuals ready for that presentation? Go ahead, Chief. Okay. Just so everybody knows where we are, we did 16 and now we're ready for 15. So Chief?

POLICE CHIEF WILLIAMS: Good afternoon, Chair, members of Council. Clarence Williams, Police Chief. As you recall, May was Law Enforcement Appreciation Month. And during that month, particularly the third week was celebrated. The Riviera Beach Police Department had its First Annual Appreciation Banquet where we recognized individual officers for their efforts throughout the year. I would like to present those individuals and ask them to stand -- come up as I call their names and stand so I can present them.

For the Riviera Beach Police Officer of the Year it was Officer Jeremy Summers. For Riviera Beach Police Detective of the Year, it was Officer Richard Rott -- Detective Richard Rott. For Code Enforcement Officer of the Year, it was Miss Ernestine Degaul

[phonetic]. For Civilian of the Year it was Miss Monica Daniels. For Dispatcher of the Year, it was Mr. Gerald Baker. For Crossing Guard of the Year, Miss Donna Kirk. And Volunteer of the year, the backbone of our -- our efforts, is Miss Diane Borelli [phonetic].

These individuals were recognized at the First Annual Riviera Beach Police Department's Appreciation Banquet for law enforcement officers during the month of May. Uh, they are and they do go above and beyond the call to serve our city. So on behalf of the city manager and a grateful police chief, thank you so very much for your service and thank you so very much for joining us here and allowing our community to see who those men and women are that are providing quality law enforcement services. Thank you so very much. Thank you.

CHAIRPERSON THOMAS: On behalf of the city council, we'd like to thank you all, as well, for your outstanding service. Okay.

POLICE CHIEF WILLIAMS: Mr. Chair, if I may?

CHAIRPERSON THOMAS: You may.

POLICE CHIEF WILLIAMS: Okay. During the month of May, as I indicated, it was Law Enforcement Appreciation Month. In Palm Beach County, the Palm Beach County Association of Crime Prevention Officers have their annual luncheon where they recognize the efforts of law enforcement officers throughout the county. The officers are selected from officers who submit their applications and information for consideration for the various award categories.

Riviera Beach had the opportunity to win in two of the categories in the county-wide selection process. I'm going to ask, first, Officer Jennifer Diaz, who won the ASIS Community Policing Officer of the Year Award. Please stand right here. This was a county-wide effort. She competed with officers from this county and her efforts in serving this community were recognized as being the premier efforts for this award year. Officer Diaz, thank you so very much. Community Policing Officer of the Year, Palm Beach County.

Last but certainly not least -- and this is an award we've won in the past but not in some years. Recognized as the premier law enforcement Officer of the Year for Palm Beach County is none other than Detective Richard Rott. Palm Beach County, Riviera's own Police Officers of the Year in major categories throughout this county.

Officer Diaz, Detective Rott, thank you so very much for your service and the awards that you have received and giving me this opportunity to present you to our community for the -- all the hard work that you do. Thank you so very much for your service. Officers of the Year, Palm Beach County. Mr. Chair, that concludes my presentation.

CHAIRPERSON THOMAS: Thank you, Chief. Okay. Congratulations to Detective Rott and Officer Diaz. We do appreciate you making the city look as good as it does. Okay. We're gonna move to item 18.

CITY CLERK WARD: Ordinance number 4024, an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending Chapter 11 by creating Article 6 entitled, Registration of Foreclosed and Mortgage Real Property, of the city code of ordinances, providing for, severability, conflict codification and providing an effective date.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON T. DAVIS: Second.

COUNCILPERSON GUYTON: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. So in second reading, any additional questions, concerns or unreadiness about this item?

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

CHAIRPERSON THOMAS: Yes, ma'am, Miss Pardo.

CHAIR PRO-TEM PARDO: I have one question. Do we know when the contract will be brought back to us, so we can really get this thing moving along?

CITY MANAGER JONES: We will have to go through the procurement process.

CHAIR PRO-TEM PARDO: Okay.

CITY MANAGER JONES: So I'm figuring we're looking at probably 60 days.

CHAIR PRO-TEM PARDO: Okay.

CITY MANAGER JONES: 'Cause we've got to go through --

CHAIR PRO-TEM PARDO: Sixty days to go to out to bid or 60 days before it comes back?

CITY MANAGER JONES: Come back.

CHAIR PRO-TEM PARDO: Okay. All right. Thank you. That's all I have, sir.

CHAIRPERSON THOMAS: Okay. If there are no additional questions, concerns, unreadiness, Madam Clerk.

CITY CLERK WARD: This -- this ordinance was advertised Palm Beach Post on July the 7th. Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: Yes.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Councilperson Bruce Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Pro-Tem Dawn Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. Item 20.

CITY CLERK WARD: Ordinance number 4025, an ordinance of the City Council of the City of Riviera, Palm Beach County, Florida, amending Chapter 13 of the Code of Ordinances entitled Parks and Rec., Article 4 entitled Marina Operations, by revising Section 13-76 entitled Rental Rates and Miscellaneous Charges, providing for severability, conflict, codification, and providing an effective date.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON T. DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any questions, concerns? Do I have any comment cards on this one?

CITY CLERK WARD: Yes, sir.

CHAIRPERSON THOMAS: I do. We'll take the comment card first. Um, Miss Bessie Brown?

BESSIE BROWN: Mr. Thomas, I -- I wrote the wrong number. That was for 24.

CHAIRPERSON THOMAS: Okay. You want 20 --

BESSIE BROWN: I'd like to have 24.

CHAIRPERSON THOMAS: You have 26, as well. So you want --

BESSIE BROWN: Twenty -- yes. Uh-huh.

CHAIRPERSON THOMAS: -- 24 and 26?

BESSIE BROWN: Uh-huh.

CHAIRPERSON THOMAS: Okay. I'll happily change that for you.

BESSIE BROWN: Okay.

CHAIRPERSON THOMAS: No comment cards. Anything else from the board? Hearing none -- did I hear some -- hearing none.

UNIDENTIFIED SPEAKER: (Unintelligible).

CHAIRPERSON THOMAS: Madam Clerk?

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: Yes.

CITY CLERK WARD: Councilperson Bruce Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Pro-Tem Dawn Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON THOMAS: Okay. We're gonna move to item 21.

CITY CLERK WARD: Ordinance number 4026, an ordinance of the City Council of the City of Riviera, Palm Beach County, Florida, amending Chapter 10 of the Code of Ordinances entitled License and Business Regulations, Article 5 entitled Business Tax Receipts, Section 10-150 entitled Classification and Rate Structure by increasing rates by 5 percent providing for severability, conflict and providing an effective date.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON GUYTON: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. I don't have any comment cards. Or do I? None? Anything from the board? Hearing none, Madam Clerk?

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes. Yes.

CITY CLERK WARD: Councilperson Bruce Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: Yes.

CITY CLERK WARD: Councilperson Dawn Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

CHAIR PRO-TEM PARDO: Unanimous vote.

CHAIRPERSON THOMAS: Okay. We're gonna continue to move. We're gonna move down to, um, number 22. Item 22.

CITY CLERK WARD: Resolution 86-13, a resolution of the City Council of the City of Riviera, Palm Beach County, Florida, approving a two-year employment agreement with Ruth C. Jones as City Manager, commencing June 22nd, 2013 --

CHAIRPERSON THOMAS: Go ahead.

CITY CLERK WARD: -- commencing June 22nd, 2013, through June 21st, 2015, authorizing the Mayor and City Clerk to execute the agreement and providing an effective date.

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON J. DAVIS: Second.

CHAIRPERSON THOMAS: Okay. It's been properly moved and second. Before board discussion, do we have any comment cards on this?

CITY CLERK WARD: Yes, sir.

CHAIRPERSON THOMAS: Okay.

CITY CLERK WARD: Lots. One, two, three --

CHAIRPERSON THOMAS: Okay. We only have one comment card on this item?

CITY CLERK WARD: No. You have more.

CHAIRPERSON THOMAS: Oh. Any --

CITY CLERK WARD: You have two.

CHAIRPERSON THOMAS: -- any -- anybody else would like to fill out a comment card? Because of the nature of this item, I'll allow you about another 60 seconds. If not, I'm gonna close it out. Is that for item 22? By show of hands does anybody want to put in a comment card in the audience? I'm gonna close it out with these three. All right.

First, we'll take Barbara Watson. Right there. Yes, ma'am. Good evening. Uh, you have three minutes to make your comments.

BARBARA WATSON: Okay. Good evening. My name is Barbara Watson. I represent Florida Public Service Union. We're here tonight to speak -- we've talked to our constituents, which means it's our membership that is in Riviera Beach. We feel that Miss Jones has had a salary increase two years in -- two -- she has had two so far. We feel that that's unfair to the -- the general work -- the general workers. So we think that it's unfair when the general rank and file employees have not had an increase in over five years. Uh, 15,000 -- 1,500 -- $1,500 increase is an incentive when a time that the City is facing layoff, furlough days and low-paying positions. $1,500 increase is inappropriate at a time when the City can create new full-time positions with this amount.

$1,500 increase is unethical when the City is hiring employees on part-time positions so can it -- they can avoid getting benefits. The City is making it more difficult for workers to earn a decent wage, also silencing their voice by denying the part-time workers to be a part of the union. That's first. We have a right to know what you think and a right that the city manager is superior to the rest of the employees. We have a right to question why the city manager deserves a raise when the rest of the employees are suffering hardship in an economic crisis.

We have a right to inquire why the city manager is up for yet another salary increase when the rest of their employees are asked to give sacrifices like furlough days, layoffs and no wage increase. We're here today to ask the leaders to protect the interests of all City workers and not just one employee. Thank you.

CHAIRPERSON THOMAS: Thank you very much for your comments. Next up, we'll have Mr. Fane Lozman.

CITY CLERK WARD: And this one.

CHAIRPERSON THOMAS: Good evening, Mr. Lozman. You have three minutes to make your comments.

FANE LOZMAN: Fane Lozman. Uh, the prior speaker addressed many of the items I

was going to address so thank you for your well-spoken words. Um, I touched on this briefly before. I had a conversation with the Supervisor of Elections, Susan Bucher. The City had sued the Supervisor of Elections back in 2010. And when the City lost, they had to pay over $20,000 in attorneys' fees to the city.

What happened was the city manager decided not to bring that judgment from the court back to the board. She decided for $15,000, she can take care of it herself. What she did was --Susan Bucher, when I talked to her -- she was very upset because she said now the county taxpayers have to absorb that $7,000 in fees that the City would not pay. Now, I encouraged all of you to call up Miss Bucher and talk to her, and you can understand what Miss Jones did.

The downside of what she did is that the Supervisor of Elections would not have a special election until March of next year. But if you had paid her legal fees, maybe she would have. So that's one thing. She's created a conflict with the Supervisor of Elections. That's not me talking. That's the Supervisor of Elections talking. And B, she's -- she pulled a fast one on the county taxpayers, sticking them with $7,000.

Number two, you know, when I won my U.S. Supreme Court case it opened me up to a whole bunch of new high-powered attorneys around the country, law firms, people I never would have been able to talk to before. And I talked about what happened to me. I talked about what happened to other marina tenants who were -- who the City did a self-help eviction, was -- one woman, her mobility was permanently damaged when they turned her electric off. Another guy, Budweiser Bill, ended up dying on his floating -- dying on his boat.

And they believe that there's certainly grounds for criminal civil rights violations. Since she was responsible for the marina director, I'm encouraging the Department of Justice to pursue an investigation relative to criminal civil rights violations against this woman right there. Um, she has done an abysmal job as city manager. That's shared with people around Singer Island I've talked to, shared with people on the west side, the Mayor. You get around. You talk to a whole lot more people than I do. I'd encourage you put your input in. But forget a pay raise. This woman should be locked up for what she did after Bill ended up dying at the marina.

CHAIRPERSON THOMAS: Um, our last -- our last comment card for this particular item will be Bonnie Larson. Good afternoon, Miss Larson. You have three minutes. And I'm glad that you brought that up. From this point on --

BONNIE LARSON: It's -- my time is running. No, no, no.

CHAIRPERSON THOMAS: I'll start it over. I do have that liberty. I'll start it over. But you -- you always take the entire book.

BONNIE LARSON: Right.

CHAIRPERSON THOMAS: Which doesn't allow everybody a chance to look through it.

BONNIE LARSON: There's only one book ever back there for all these people. One book.

CHAIRPERSON THOMAS: I understand. But listen. Miss -- Miss Larson?

BONNIE LARSON: Uh-huh.

CHAIRPERSON THOMAS: We're not debating on it. What I would like for you to do is just leave the book for the general public and just look through it as you need it so everybody can see. So when you get done with this would you please return that book back?

BONNIE LARSON: Yes, I will. And then when I come up here again I'm going to quote from it, so I'm gonna have to get it from whoever's got it then.

CHAIRPERSON THOMAS: No problem.

BONNIE LARSON: But it would be nice. There used to be at least three books back --

CHAIRPERSON THOMAS: You're gonna have three minutes. Go ahead and start her time.

BONNIE LARSON: -- there used to be at least three books back there. Now there's only one. So, all right. Anyway, uh, Miss Jones' contract. Her contract was due on June 22nd. Today is July 17th. Why wasn't this put on the council agenda months ago? She should be given at least a few months notice if we're keeping her, getting rid of her or whatever. That's just -- you should do that. You have to do that. So again, we're over the limit.

And why wasn't it put on the agenda? I asked Miss Jones, Who's responsible for the agenda items? and she said herself and the -- the chairman of the council. So I have to ask the two of you, why wasn't this on the council agenda in a timely manner?

Um, the lady that spoke also mentioned some of the things I was going to talk about. In the new revision there are no benchmarks this time. And with a 9 percent increase plus a one-week additional vacation week, that's another percentage. Plus you gotta think about longevity pay. So this is a huge, huge increase.

Do the entire board vote to negotiate for 9 percent? If you're agreeing with this, then that says yes, you are. Because 9 percent -- I saw an item the other day about what to expect in salary increases for 2013 and '14. The report said 2.8 for 2013 if you get an increase and 2009 [sic] for the year 2014. So 9 percent is outrageous in a good economy. We're in a bad economy. So 9 percent, if you -- you have a lot of employees here who aren't getting any increase whatsoever. Think about it.

If you're that employee and your boss gets a 9 percent plus another week's vacation plus -- plus the incentive, plus the longevity, how -- how diligently do you feel you're gonna do your job? You're not. You're gonna have no incentive whatsoever. You're

gonna say, Hey, the boss is getting all this money. There must be money in the budget. How come not any of it is trickling down to us? You know what? I'm just gonna start doing the basic, basic minimum of my job, because I'll get my longevity pay. The longer I stay here, the more money I make anyway.

But there's no incentive. Start making your job -- the salary incentive on what you're doing. You're gonna lose -- not -- you're not gonna lose everybody 'cause they're not gonna quit. It's a good job, working for the City. But there's no incentive if your boss gets 9 percent plus another week's vacation plus longevity. There's no incentive for anybody to do a good job here on the City.

Um, there -- there should be a procedure -- I didn't see that written out here -- on vacation days and sick leave. When a person in a private company goes on vacation, you put in a form, like, two weeks before, whatever the -- whatever the deal is, saying, I'd like to take vacation this period of time. Then it's approved by somebody. And same thing with your sick leaves. You turn in a form saying you're sick. I don't see any of that done here.

So, uh, like I said, anybody who approves this tonight, then you the council are agreeing to that 9 percent and I think that's an outrageous amount of money. I really do. Um, like I said, you've gotta think about your employees here. So that's it. I will put the book back right now.

CHAIRPERSON THOMAS: Thank you very much for your comments. Um, Miss Jones, if you wanted to say something -- and I see you biting at the mike. You can go ahead but I'm gonna start off with -- with your contract. But if you wanted to address some of the items you can very quickly, please.

CITY MANAGER JONES: Thank you, Mr. Chair, for the opportunity to do so. Um, first of all, for Miss Watson's comment, I just wanted to correct her erroneous statement. I have not received an increase. When we got -- when I arrived in 2009, I was given a base salary. And in the contract there was an evaluation after six months for what we were negotiating for the full salary. I have not received not one dime since January 2010. I also participated in the furlough. I didn't ask them to do nothing that I did not do. Um, so I wanted to, um, correct that.

Second of all, for Miss Lawson, I would like to correct the record. I do not receive longevity pay. I am not treated like a regular employee.

CHAIRPERSON THOMAS: I -- I was gonna deal with that when we started negotiating but --

CITY MANAGER JONES: Oh, okay. If you want to give it to me -- no, I do not receive longevity. I'm a contract employee. I'm not considered a regular employee. And lastly, uh, to Mr. Lozman's claim, um, as it relates to the Supervisor of Elections, I had absolutely nothing to do with the negotiations in the settlement.

And I will contact Miss Bucher personally in a few minutes when I step off the dais, um,

because I do not want her thinking that I was ever at the table. It was a negotiated settlement that was handled outside of my office with her attorney, that her attorney accepted. The attorney accepted whatever the dollar value was. I didn't have anything to do with that. I did not sit through those negotiations. I did not make the offer for settlement. And so I just wanted to clear up those few points. Thank you so much, sir.

CHAIRPERSON THOMAS: Okay. Thank you. Um, and you're welcome to stay or you can be excused if you like, whichever one you feel more comfortable. We probably will need you back on some of the items. Since I have the responsibility of negotiating the contract, um, there were a few items that changed that I think were the -- you have the whole -- I'm having a problem pulling it up. But -- Jameer [phonetic], pull a copy for me, please.

CHAIR PRO-TEM PARDO: Um, I never received a red line.

CHAIRPERSON THOMAS: Yeah.

CHAIR PRO-TEM PARDO: When did that come out?

CITY ATTORNEY RYAN: No, that's the one that -- this one here --

CHAIR PRO-TEM PARDO: This is what's on the -- the website.

CHAIRPERSON THOMAS: Oh. Okay. Okay.

CITY ATTORNEY RYAN: Right. These haven't (unintelligible).

CHAIRPERSON THOMAS: Okay. Listen, this is going to be difficult enough, so let's just kind of keep some order up here.

CITY ATTORNEY RYAN: I have -- I have (unintelligible).

CHAIRPERSON THOMAS: Okay. Um, we can start with the -- the major items that were -- were negotiated. So I believe, um, in the original agreement that went out on the -- for the -- in Novus, um, I'm gonna start from the back and go forward in reference to this not really having a -- an end date. That was not agreed upon and that has since been fixed, which would be item D, if I'm not mistaken. This part right here. Yeah. But this -- this is -- this is what's going to be there. Right now it's, um, in the -- in the event --

CITY ATTORNEY RYAN: This is what it says here.

CHAIRPERSON THOMAS: Under Section 1, Employment, C, so for everybody who's following, this agreement, um, says -- I'm gonna start with B. It says, "The -- the City employment of Ruth C. Jones as City Manager shall be effective from June 22nd, 2013. The term of this agreement shall be for two years ending June 21st, 2015."

CITY ATTORNEY RYAN: And it should be (unintelligible).

CHAIRPERSON THOMAS: Okay. But in the original contract it read "until such time as the council terminates her employment," which would mean that she would be due service -- she would do -- excuse me, she would be due severance -- she'll be due severance no matter when it was terminated. So even if the contract was up, she would still be due severance.

I didn't necessarily, um, agree with that. I don't agree with that. Um, what I'm proposing, um, for that -- and I've spoken with her about it -- to -- instead of having that -- because I don't want to have a contract expire and then we still have to pay severance.

So, um, in our other contracts that we have for executive level, they have a termination calls -- clause. So to take that section out and add, "In the event the City Council desires to terminate this agreement without cause, notice of such termination shall be provided to the City Manager 90 days prior to said termination."

CHAIR PRO-TEM PARDO: All right.

CHAIRPERSON THOMAS: "In such --" hold on one second, Miss Pardo. "In such event, the severance provision of this agreement shall not apply in the event that 90 days prior notice is not provided. The severance shall be provided as outlined herein." Okay. Miss Pardo, you were first.

CHAIR PRO-TEM PARDO: Okay. So basically there's still no drop-dead date?

CHAIRPERSON THOMAS: It is.

CHAIR PRO-TEM PARDO: Well, what's the 90 days, then?

CHAIRPERSON THOMAS: That's 90 days prior --

CHAIR PRO-TEM PARDO: It's still --

CHAIRPERSON THOMAS: Wait a minute.

CHAIR PRO-TEM PARDO: Okay. I'm --

CHAIRPERSON THOMAS: I'm gonna explain it to you. It's 90 days prior -- the same thing we do for Miss Ryan or on the CRA side for Mr. Brown. It's basically saying in 90 days we're giving you an intent. Either we're planning on keeping you or we're planning on not keeping you. They have -- we -- we'll give her 90 days to -- to look for another job or prepare for whatever, you know, the future is going to be for her.

CHAIR PRO-TEM PARDO: Okay. So if we give her those 90 days, okay -- and then that's it? We don't have to pay her anything?

CHAIRPERSON THOMAS: Well, at the -- if we say "90 days prior to the end of her contract," we're not -- we're not interested in further employing you --

CHAIR PRO-TEM PARDO: Right.

CHAIRPERSON THOMAS: -- then that's it. She walks away. Thank you very much. Bye-bye. You know? That's -- that's just the way it's -- it's written.

CHAIR PRO-TEM PARDO: All right. And do you agree with that, Miss Ryan? I just want to make sure.

CITY ATTORNEY RYAN: Right. Right.

CHAIR PRO-TEM PARDO: Because we have just too many contracts where, you know, we put a -- an end date. Okay. The contract ends on this date. And then it -- again, you know, then you get into, Well, notwithstanding --

CHAIRPERSON THOMAS: Well, that's why I added this.

CHAIR PRO-TEM PARDO: -- and the next thing you know, people are here in perpetuity. So --

CHAIRPERSON THOMAS: Well, that's not happening.

CHAIR PRO-TEM PARDO: -- okay. Well, I just want to make sure. And that's something that we need to do with all contracts. There needs to be a termination date. And if you want to give, you know, 45 days or 90 days, whatever it is so they can go out and start looking for another job -- but I just -- you know, I just want to make sure there is a date.

At the last meeting when we were evaluating the City Manager, you know, some of us were under the impression that the contract expired on the 22nd and that would be the end of it. And then we found out, Well, no, it really doesn't mean that. So --

CHAIRPERSON THOMAS: Okay. That was in her contract that was negotiated prior to this contract.

CHAIR PRO-TEM PARDO: Uh-huh. All right. Fine. Like I said, that's what I want to make sure --

CHAIRPERSON THOMAS: In this contract, that's been removed.

CHAIR PRO-TEM PARDO: -- that there's a drop-dead date and that's it.

CHAIRPERSON THOMAS: And it's June 21st, 2015. Does any other board member have any discussion on that particular --

CHAIR PRO-TEM PARDO: With the 90 days.

CHAIRPERSON THOMAS: -- um, item that -- Miss Pardo, it's --

CHAIR PRO-TEM PARDO: Wait --

CHAIRPERSON THOMAS: -- 90 days prior. We just -- we just have to give her notice.

CHAIR PRO-TEM PARDO: No, I -- I understand that. Right.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: Right. We give her notice.

CHAIRPERSON THOMAS: Yes.

CHAIR PRO-TEM PARDO: And then what happens if we don't give her notice? You know, because 90 days --

CHAIRPERSON THOMAS: Then first of all that'll --

CHAIR PRO-TEM PARDO: -- now you're getting into election time. All right?

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: So I'm just saying, you know, we need to -- you need to think about this.

CHAIRPERSON THOMAS: I -- I understand that. And that's the --

CHAIR PRO-TEM PARDO: So if we don't give them notice, then it just continues?

CHAIRPERSON THOMAS: No, she'll be due severance.

CHAIR PRO-TEM PARDO: Uh-huh.

CHAIRPERSON THOMAS: So this -- this is the issue. The -- the issue is -- and this is my reasoning behind this. We do it for every other employee of this magnitude.

CHAIR PRO-TEM PARDO: It doesn't make it right.

CHAIRPERSON THOMAS: And I think that it's fair. If we're not going to keep her, then we do it. We run into this with Miss Ryan all the time.

CITY ATTORNEY RYAN: All the time.

CHAIRPERSON THOMAS: So the issue is, if you don't want that particular clause in there, then she needs some type of protection. And that's up to the board to make sure that happens. She'll have to give us notice just the same way Miss Ryan does, to say, Hey, listen. My contract expires. And we can put that in there. But it's up to the board to make sure that that clause does not, you know -- does not -- does not happen.

CHAIR PRO-TEM PARDO: Right. And, you know, if you recall -- and, you know, you could pull the minutes on this -- it was brought up maybe at the last meeting or the meeting prior, someone had asked about Miss Ryan's contract and how come it didn't

come back to us earlier. And you know, someone on the council had made the comment, Well, we were in the middle of a heated election. So that's why I'm just bringing that up, too. You get 90 days; 90 days, you know, before June 22nd, you're in the middle of an election.

CHAIRPERSON THOMAS: I understand that.

CHAIR PRO-TEM PARDO: So -- but that's fine.

CHAIRPERSON THOMAS: But wait a minute.

CHAIR PRO-TEM PARDO: All right.

CHAIRPERSON THOMAS: I need you to also be mindful --

CHAIR PRO-TEM PARDO: Uh-huh.

CHAIRPERSON THOMAS: -- that there's not an election every year.

CHAIR PRO-TEM PARDO: Right. But there will be an election in 2015.

CHAIRPERSON THOMAS: And I'm not sure -- will it?

CHAIR PRO-TEM PARDO: Yes, there will be.

UNIDENTIFIED SPEAKER: Yes.

CITY ATTORNEY RYAN: For two council members.

CHAIRPERSON THOMAS: Oh, for two council members? Okay. I understand.

CHAIR PRO-TEM PARDO: Okay.

CHAIRPERSON THOMAS: But the majority of the board is still there. And we can --

CHAIR PRO-TEM PARDO: That's fine.

CHAIRPERSON THOMAS: We don't have to do that.

CHAIR PRO-TEM PARDO: We're -- we're just talking.

CHAIRPERSON THOMAS: We -- we're -- we're here. Okay. Mr. Davis? You want to discuss anything --

COUNCILPERSON T. DAVIS: About this?

CHAIRPERSON THOMAS: I'm gonna just try to go change by change so we can be clear.

COUNCILPERSON T. DAVIS: Okay. I'll wait, then.

CHAIRPERSON THOMAS: You -- you don't have any --

COUNCILPERSON T. DAVIS: Not with that --

CHAIRPERSON THOMAS: -- issue with that change, with that particular --

COUNCILPERSON T. DAVIS: -- not with that particular change. I'm waiting till you go down.

CITY ATTORNEY RYAN: Okay. I have one.

CHAIRPERSON THOMAS: Yes.

CITY ATTORNEY RYAN: I want to make sure that I'm clear. It's your desire to remove section C all together or to --

CHAIRPERSON THOMAS: Yes.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON J. DAVIS: Wait a minute.

CITY ATTORNEY RYAN: You want to remove that? Because as it -- the way it's written now -- and Miss --

COUNCILPERSON J. DAVIS: Oh.

CITY ATTORNEY RYAN: -- in the manager's interpretation of this contract, the way it's written now, although she has a two-year contract, it does not terminate until you all actually terminate it. You have to actually terminate it.

CHAIRPERSON THOMAS: And -- right. And that's what I'm removing out. Her -- her contract ends on the 20 -- on June 21st, 2015. It ends. She'll be still due severance if we don't give her notice within 90 days of what our intentions are.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Miss, uh, Davis?

COUNCILPERSON J. DAVIS: Now, I have a -- a red-line version but it does not show, um, section C being red-lined.

CHAIRPERSON THOMAS: Right.

CHAIR PRO-TEM PARDO: Right.

CHAIRPERSON THOMAS: This is -- that's why I'm discussing it now.

CITY ATTORNEY RYAN: He just read that in.

CHAIRPERSON THOMAS: We -- I just read it in.

COUNCILPERSON J. DAVIS: Oh, okay. All right.

CHAIRPERSON THOMAS: That's why I'm -- that's why I'm discussing it.

COUNCILPERSON J. DAVIS: So you want C all -- gone all together?

CHAIRPERSON THOMAS: Yes. Yes, ma'am. It's -- which would be my negotiations with her. But we're here. We can decide. If you -- if you all don't agree with that, we -- that's what we're gonna --

COUNCILPERSON J. DAVIS: So do you have any -- I mean, so is -- that's the only -- your -- I thought this entire thing was yours, your negotiation with her.

CHAIRPERSON THOMAS: Pretty much. But that part of it was not. That part of it was not. So that's why we're correcting it now.

COUNCILPERSON J. DAVIS: So is there more from you, is what I'm asking?

CHAIRPERSON THOMAS: I'm say -- I'm sorry?

COUNCILPERSON J. DAVIS: Is there more --

CITY ATTORNEY RYAN: Yes.

COUNCILPERSON J. DAVIS: -- negotiations -- well, you see, I have a problem with that.

CHAIRPERSON THOMAS: There --

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON J. DAVIS: Because I'm thinking -- I'm looking at something that has been negotiated by you.

CHAIRPERSON THOMAS: Uh-huh. Uh-huh.

COUNCILPERSON J. DAVIS: That's what you're -- you said you were going to do.

CHAIRPERSON THOMAS: Uh-huh.

COUNCILPERSON J. DAVIS: And I'm thinking that's what this is. I don't want to sit here and make a decision on the -- on the cuff, you know, based on what you're gonna bring us.

CHAIRPERSON THOMAS: Okay. Well, let me just go ahead and put it like this. What happened was I did not agree to that section being in here. Period. I negotiated something. I sent it over for review by Legal. And for some reason a different draft came out and went out than what I negotiated. So I didn't negotiate that part of it. That's the only part that I didn't negotiate.

COUNCILPERSON J. DAVIS: Well, we should have been given two copies, then, is all, because --

CITY ATTORNEY RYAN: Right.

CHAIRPERSON THOMAS: I believe you -- I believe you should.

COUNCILPERSON J. DAVIS: -- I'm not -- I'm not -- I'm not comfortable with --

CITY ATTORNEY RYAN: Mr. Chair, if I can just say this.

MAYOR MASTERS: Mr. -- Mr. Chairman.

CITY ATTORNEY RYAN: Miss Davis, the only thing that I changed in this agreement -- and it was without the Chair's knowledge at the time -- I added the words, "Notwithstanding the above," to make it clear that you all were paying severance to the manager no matter when the contract ended; that you actually had to terminate this contract. Because before the meeting last month, this city council -- the members that I talked to and including myself -- we were under the impression that that section only applied within the two years of her contract, meaning if the council ever terminated this contract within the two years --

COUNCILPERSON J. DAVIS: Uh-huh.

CITY ATTORNEY RYAN: -- then she would get severance.

COUNCILPERSON J. DAVIS: Uh-huh.

CITY ATTORNEY RYAN: Otherwise, why have a, um -- a beginning and an ending date?

COUNCILPERSON J. DAVIS: Uh-huh.

CITY ATTORNEY RYAN: Because it just goes in perpetuity. And so --

COUNCILPERSON J. DAVIS: I mean, how --

CITY ATTORNEY RYAN: -- when I spoke with the manager, um, she agreed that her interpretation was different from what we understood. And so I wanted to add that section to clarify. It was just a clarification point because that's what she intended and it -- we knew that it would garner some discussion. But that provision was added by me to clarify this contract, because in the event that, um, litigation ensues -- because

sometimes it does -- I wanted to have as clean and as clear a contract as possible.

COUNCILPERSON J. DAVIS: Okay.

CITY ATTORNEY RYAN: So I added those three words in and the agenda literally went out, um, after I finished the -- the -- the change.

COUNCILPERSON J. DAVIS: Okay. I'm not --

CHAIRPERSON THOMAS: Prior to me --

COUNCILPERSON J. DAVIS: -- I'm --

CITY ATTORNEY RYAN: And the -- and the --

COUNCILPERSON J. DAVIS: -- let me just say this.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON J. DAVIS: I -- I'm not saying I disagree with you, Mr. Chair. I -- I'm saying that I would have liked the opportunity to review everything prior to this meeting. And Miss Ryan, if you are saying to me that even with -- okay, the contract has been given an end date. Okay? So your three words, "Notwithstanding this contract coming to an end, the agreement shall remain in effect until terminated by --"

CITY ATTORNEY RYAN: Right.

COUNCILPERSON J. DAVIS: -- that's -- that seems redundant to me or something. It sounds really --

CITY ATTORNEY RYAN: Well -- and -- correct. And --

COUNCILPERSON J. DAVIS: -- strange to me.

CITY ATTORNEY RYAN: -- that's why I added, "Notwithstanding the above." Because if you read section B and you read section C, they don't seem to jive.

COUNCILPERSON J. DAVIS: No, they don't.

CITY ATTORNEY RYAN: Unless you agree with our interpretation which was that section C only comes into effect within the time frame, within the two years. So if the council terminates this agreement within two years, then section 13 comes into play.

COUNCILPERSON J. DAVIS: Okay. Well, look. Okay. I -- I -- I -- I think I'm following you now. "Notwithstanding the above," so if something -- if we're still within those two years, then we're good. I mean --

CITY ATTORNEY RYAN: Well, the contract still goes over and over.

COUNCILPERSON J. DAVIS: If -- if we can -- we can terminate it within the two years and we --

CITY ATTORNEY RYAN: But the share --

COUNCILPERSON J. DAVIS: -- to give her a severance.

CITY ATTORNEY RYAN: That's what we -- that's how we interpreted it. But the manager's interpretation was it doesn't matter when you terminate this contract.

COUNCILPERSON J. DAVIS: I think it needs to come out, then. It's too confusing.

CHAIRPERSON THOMAS: Well, that's why I --

CITY ATTORNEY RYAN: Right.

CHAIRPERSON THOMAS: -- that's why I pulled it out.

CITY ATTORNEY RYAN: Right.

CHAIRPERSON THOMAS: And I'm reading it to you now.

COUNCILPERSON J. DAVIS: I understand.

CHAIRPERSON THOMAS: Believe me, I was very -- well, I wasn't a happy camper that that actually ended up happening because that -- that wasn't what I negotiated, and what I negotiated is what I wanted out. So that is what I'm negotiating. Uh, that's what I negotiated with the manager to date, to try to clear it up. She's agreed to that. But if the board is not in agreement with that, then we will leave it as -- as is.

COUNCILPERSON T. DAVIS: I --

CHAIRPERSON THOMAS: Hold on. Let me make sure I -- I get everybody on -- on this particular item. Mr. Guyton, did you have anything on this item?

COUNCILPERSON GUYTON: Nothing on this item.

CHAIRPERSON THOMAS: On this part of the contract? Um, Mayor, did you have anything on this particular --

MAYOR MASTERS: No, I just have a question. We're on section -- is this 6? What section are we on, Miss --

CHAIR PRO-TEM PARDO: One.

CITY ATTORNEY RYAN: The very first one.

MAYOR MASTERS: Well, we're still on section 1?

CHAIRPERSON THOMAS: Yes.

MAYOR MASTERS: Yeah. I'm -- I'm waiting to talk about the salary increase. That's what I'm waiting on.

CHAIRPERSON THOMAS: Okay.

MAYOR MASTERS: So, no.

CHAIRPERSON THOMAS: Mayor -- Mayor, okay, no problem. All right. The -- the part we'll go to -- down to now is the salary. And --

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

CHAIRPERSON THOMAS: -- if -- Mr. Davis?

COUNCILPERSON T. DAVIS: I wanted to -- I had a question about that particular section.

CHAIRPERSON THOMAS: Oh, okay. Go ahead. I'm -- I'm sorry. I thought earlier you said that you were good. I'm sorry.

COUNCILPERSON T. DAVIS: No. Um, and I'm looking at the dates here. And we're discussing when the contract is coming up. And it talks about 90 days prior giving that notice. The evaluation date states here June 20 -- June 21st, 2015. Ninety days prior to that is February -- no, March 2015, which means we can put in the contract that we do an evaluation on February 2015 to kill all that, so we don't miss any of these deadlines. Can we put that in the contract, the actual evaluation date?

CHAIRPERSON THOMAS: We can.

COUNCILPERSON T. DAVIS: Because --

CHAIRPERSON THOMAS: But I --

COUNCILPERSON T. DAVIS: -- because a lot of these contracts states that we must give them notice.

CHAIRPERSON THOMAS: We -- we can't --

COUNCILPERSON T. DAVIS: Ninety days before we're gonna keep them or not. But we have to do an evaluation 30 days prior to the 90 days.

CHAIRPERSON THOMAS: We -- no. We don't have to do an evaluation --

CITY ATTORNEY RYAN: (Unintelligible).

CHAIRPERSON THOMAS: -- 30 days before. You can do an evaluation any time.

COUNCILPERSON T. DAVIS: Uh-huh.

CHAIRPERSON THOMAS: Thirty -- 90 days before is giving notice of saying, Hey, Miss Jones --

COUNCILPERSON T. DAVIS: Right.

CHAIRPERSON THOMAS: -- we -- we appreciate your employment. We want you to stay.

COUNCILPERSON T. DAVIS: Uh-huh.

CHAIRPERSON THOMAS: Or Miss Jones, we're going to go into another direction. It just gives them the opportunity --

COUNCILPERSON T. DAVIS: Okay.

CHAIRPERSON THOMAS: -- to start to plan for whatever future desires they have.

COUNCILPERSON T. DAVIS: But I understand what you're saying. But we have two things here. We have an evaluation date that we need to discuss. And then I can understand that. But what you're talking about, any given time before the contract expires, if we want to go a different direction as a board, then we have to give her the 90 days like you're saying. And then you're discussing --

CHAIRPERSON THOMAS: Ninety days prior to the end of her contract.

COUNCILPERSON T. DAVIS: Okay.

CHAIRPERSON THOMAS: She has a two-year contract.

COUNCILPERSON T. DAVIS: Right.

CHAIRPERSON THOMAS: So if you decide any time within that two year that you want to --

COUNCILPERSON T. DAVIS: Early.

CHAIRPERSON THOMAS: -- to -- to -- to terminate her agreement --

COUNCILPERSON T. DAVIS: Right.

CHAIRPERSON THOMAS: -- you can do so.

COUNCILPERSON T. DAVIS: Okay.

CHAIRPERSON THOMAS: However, there's a provision in there that allows, depending on what it's for -- but -- depending on what the termination is for.

COUNCILPERSON T. DAVIS: Oh, okay.

CHAIRPERSON THOMAS: It's allowed a severance.

COUNCILPERSON T. DAVIS: You won't give that out. Okay.

CHAIRPERSON THOMAS: We're just talking about 90 days prior to the end of the contract.

MAYOR MASTERS: End.

CHAIRPERSON THOMAS: Prior to the end of this particular agreement, which will be in 2015. You -- you good or if you're not --

COUNCILPERSON T. DAVIS: I think -- I think we clear --

CHAIRPERSON THOMAS: -- (unintelligible) as much time as we need.

COUNCILPERSON T. DAVIS: -- I think we're saying the same thing. All I'm asking is that we -- we can actually put in a date regardless of what this board is talking about. Putting in an evaluation date.

CHAIRPERSON THOMAS: Uh --

COUNCILPERSON T. DAVIS: When the -- as the contract is -- before the contract expires.

CHAIRPERSON THOMAS: -- that's fine. Does the -- is the remainder of the board okay with --

COUNCILPERSON GUYTON: Um --

COUNCILPERSON T. DAVIS: Because we just -- we just had two contracts to come before the board and they expired.

CHAIRPERSON THOMAS: Okay. I gotcha. No problem. It --

COUNCILPERSON GUYTON: Uh --

CHAIRPERSON THOMAS: -- anybody -- any other member on the board would like to have a absolute evaluation date in the contract?

COUNCILPERSON GUYTON: Mr. -- Mr. Chair?

CHAIRPERSON THOMAS: Mr. Guyton?

COUNCILPERSON GUYTON: Um, I -- I understand the concept but I think we would be more, um, prudent if we put a time frame prior to the expiration, because, um, unless we plan it for a specific council meeting, and council meetings sometimes are canceled,

we can miss that. And if we give a time frame a month before the expiration, two weeks before the expiration, I think that we can better hit that as opposed to putting a specific date. So I --

CHAIRPERSON THOMAS: That was my thought process. That's why I said -- I said 30 days.

COUNCILPERSON GUYTON: -- I -- I -- I agree to the concept but a specific date to try to target, I don't know if that would be the best approach. But -- but, you know --

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON GUYTON: -- that was just my comments.

CHAIRPERSON THOMAS: Any other member on that particular -- adding an evaluation date 30 days before any --

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Miss Davis?

COUNCILPERSON J. DAVIS: Um, I would go a step further and say that, um -- and I agree with you, Mr. Davis. Um, we haven't had a very good track record in doing so. So I would say during that 90-day period that, um, she is being requested to notify this board, that we, um, do the -- you know, somehow put the, um -- the language --

CHAIRPERSON THOMAS: Evaluation?

COUNCILPERSON J. DAVIS: -- the language in the contract, that the evaluation would be done during that -- either the first month of that 90 days --

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON J. DAVIS: -- okay? And that way we'll have a better, um -- she'll have a better --

CITY CLERK WARD: Prior to the (unintelligible).

COUNCILPERSON J. DAVIS: -- better view of whether we're going to keep her or let her go.

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON J. DAVIS: Um, so --

CHAIRPERSON THOMAS: Okay. I'm okay with that. Uh, any other board member want to speak in reference to the -- the -- to the 90 days? I mean, the evaluation being done within the first month of them -- those 90-day notification? Okay. We'll go ahead and --

CITY CLERK WARD: Mr. Chair?

CHAIRPERSON THOMAS: Yes, ma'am.

CITY CLERK WARD: Just for clarifications as far as the minutes are concerned --

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: -- would you please state exactly where you want that to be included?

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON J. DAVIS: First meeting in March.

CITY ATTORNEY RYAN: No, no. She means --

CHAIRPERSON THOMAS: No, no, no. We're gonna -- in the contract.

COUNCILPERSON J. DAVIS: Oh, oh, I'm sorry.

CITY CLERK WARD: Section of the contract.

CHAIRPERSON THOMAS: All right.

CITY ATTORNEY RYAN: 2B. Say 2B.

CHAIRPERSON THOMAS: Yeah. It -- it would be -- yes, in 2B.

COUNCILPERSON J. DAVIS: In 2B --

CHAIRPERSON THOMAS: 2B. 2B. Under 2B is where that will go in.

CITY ATTORNEY RYAN: Oh, do you -- Mr. Chair?

CHAIRPERSON THOMAS: Yes, ma'am.

CITY ATTORNEY RYAN: The charter provides that an evaluation must be done yearly. So perhaps it might be best to just say when the evaluation is going to be done in each year, if that's what you want to do, instead of saying --

COUNCILPERSON J. DAVIS: Is March within a year?

CITY ATTORNEY RYAN: Well, of this year. But you're talking about the -- the 90 days. She doesn't have to give you notice.

COUNCILPERSON J. DAVIS: Oh.

CITY ATTORNEY RYAN: You don't have to give notice --

COUNCILPERSON J. DAVIS: Until the end of the contract.

CITY ATTORNEY RYAN: -- until 90 days before the contract ends.

COUNCILPERSON J. DAVIS: Okay. So annually in the month of March.

CITY ATTORNEY RYAN: But you need to -- right.

COUNCILPERSON J. DAVIS: Okay. That works.

CHAIRPERSON THOMAS: I would say annually in the month of February.

COUNCILPERSON J. DAVIS: Or February, whatever.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON T. DAVIS: Thank you.

CHAIRPERSON THOMAS: Is everybody good with annually in the month of February? Everybody good?

COUNCILPERSON T. DAVIS: Yes.

CHAIR PRO-TEM PARDO: Yes.

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON T. DAVIS: That's (unintelligible) right from the beginning.

CHAIR PRO-TEM PARDO: So that will be in the contract?

CHAIRPERSON THOMAS: Yes.

CHAIR PRO-TEM PARDO: Okay.

CHAIRPERSON THOMAS: That will be in 2B. Okay. Um, the -- the next section will be the -- the salary and evaluation. Let me start off by saying that under her evaluation, um, we started -- I started -- I thought that she should get between a 3 and a 6 percent, um, increase. Now, a couple of things hinged on this. Um, she negotiated and we ended up presenting a 9 percent. Um, I wasn't totally in agreement with a 9 percent but I understood, um, what the -- what the ramifications were with it. So let me just tell you what my thinking was by even presenting this.

The first thing, um, is that this -- this particular raise will not take in effect until October of this year when the furloughs are slated to be over. Um, and Miss Jones was in -- in agreement with that. She wanted to make sure that, uh, nobody felt like she was trying to get a raise when, um -- when everybody else was still dealing with furloughs that she has participated in.

Um, at -- I -- I need everybody to kind of -- I need -- thank you. Um, the other thing was, um, going through this contract, I did not know that Miss Jones did not receive a pension. Um, I could -- I couldn't believe that. I just didn't -- I didn't -- I didn't know that she didn't receive a pension. So she does not receive a pension in this agreement. We don't have any other employees that don't receive a pension. I don't know of any managers who have been here that did not receive a pension. Um, so that was my reasoning for that to compensate for some of that.

The other thing that I, um, looked at was in the -- the -- and I hate to bring in other individuals, but I'll speak of our CRA, um, contract employee. Um, the salary of that contract employee is north of 170. I believe it's actually 175. That employee was given some $40,000 raise and nobody walked into these chambers and said anything.

I voted against it at the time because I thought it was just very excessive. Um, but that happened. Um, and not saying that that employee does not deserve it, but my reasoning is that employee has probably about eight or nine employees that report to him, and Miss Jones has somewhere north of 4 or 500 that report to her.

Um, I think that she has not taken a raise and there have been some raises given out, even though we've had some furloughs. There have been some raises given out. She still has not, um, taken one. So it was my thought that I didn't think that, um, $15,000 were -- was very excessive to -- to award.

Now, as I said, this is a board. We can discuss it. We can go up or down. We'll make sure that she's okay with that. And if she is, we'll continue. If not, then we don't have, you know, an agreement. So --

MAYOR MASTERS: Mr. Chair?

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Okay. Let me -- let me -- let me start with Miss Pardo.

CHAIR PRO-TEM PARDO: Okay.

CHAIRPERSON THOMAS: Would -- Jameer?

CHAIR PRO-TEM PARDO: All right. The first thing I'd like to mention is, um, when the original agreement was negotiated with the city manager, she did not ask for a pension. She asked for deferred compensation, which we've been paying her. And I believe it's 22,500 a year. I -- I believe that's the figure.

The second thing is, you know, I understand that the hope is that we get rid of the furloughs come next fiscal year. But the employees will not be getting a raise. What we're doing is we're finally bringing them back to where they were in 2008 when we started the furloughs.

And, um, you know, at this point, if we're going to give a 9 percent increase to one

employee, I believe that all of the employees deserve something. And a furlough -- getting rid of the furlough, again, isn't -- you're not compensating anyone because they were making that money in 2008. And then we started taking money away. In return, though -- in return, you were able to keep your jobs. All right? We didn't lay people off.

COUNCILPERSON J. DAVIS: That's right.

CHAIR PRO-TEM PARDO: We gave -- you know, we did the furloughs just so we could preserve everyone's job. But anyway, um, you know, so if there's no appetite or there's nothing in the budget for, you know, our general employees, I don't think that at this point our city manager should get a raise, especially a 9 percent raise.

You know, perhaps we can look at it. We can put something in the contract where, you know, next year we can look at, you know, bringing it back, bringing the contract back and possibly giving her a raise at that time. You know, maybe that's something that we can consider. But at this time, if there's no money in the budget for the employees, not even to get a 2 or 3 percent raise, I have a hard time supporting a 9 percent raise, which is close to $15,000 for the city manager.

CHAIRPERSON THOMAS: Okay. Let me just -- let me just make sure that we understand this. Do we know -- first of all, I think it's unprofessional to negotiate like that with employees and managers together. They're not contractors. She is. And I don't think we should do that. But do we even know --

CHAIR PRO-TEM PARDO: All right.

CHAIRPERSON THOMAS: -- if there's -- if there's going to be a raise for the employees yet? We have not started budget sessions yet.

CHAIR PRO-TEM PARDO: There's been one --

CHAIRPERSON THOMAS: So --

CHAIR PRO-TEM PARDO: -- budget but --

CHAIRPERSON THOMAS: But I'm -- I'm --

CHAIR PRO-TEM PARDO: -- there's no -- all right.

CHAIRPERSON THOMAS: -- I -- I hear you. I'm just saying let's be professional and fair.

CHAIR PRO-TEM PARDO: I am being professional.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: And you know, we can't discuss this behind closed doors. So this is the only way to discuss it.

COUNCILPERSON T. DAVIS: Discuss it.

CHAIR PRO-TEM PARDO: And if, you know, we have employees who happen to be here, then so be it. You know? This is -- this is the State of Florida and everything has to be in Sunshine. And I need to make sure that everyone is clear how I feel. And, you know, with the 9 percent, I'm taking into consideration everyone. All of the employees.

CHAIRPERSON THOMAS: Do --

CHAIR PRO-TEM PARDO: Not just the city manager. What's fair for one --

CHAIRPERSON THOMAS: Check --

CHAIR PRO-TEM PARDO: -- should be fair for all.

CHAIRPERSON THOMAS: Hold on one second. Check in with Miss Jones and see if there's a potential raise for the employees in there. Let's make sure we get that information out.

COUNCILPERSON J. DAVIS: Mr. Chair?

MAYOR MASTERS: I was next.

CHAIRPERSON THOMAS: Miss -- hold on. If you -- if you're -- Miss Pardo, if you're done -- if you're done I'm gonna go to Miss Davis.

MAYOR MASTERS: Mr. Chair, I was next.

CHAIRPERSON THOMAS: Excuse me, Mr. Mayor, I'm -- I'm running this meeting. I'll get to you in just a second.

MAYOR MASTERS: But I asked the order --

COUNCILPERSON J. DAVIS: Let Mr. -- let the Mayor --

CHAIRPERSON THOMAS: Hold on one second. I'm -- I'm -- hold on one second.

MAYOR MASTERS: I was the second person to ask.

CHAIRPERSON THOMAS: I'm running the meeting. I'll decide when you can speak.

MAYOR MASTERS: But you need to be fair.

CHAIRPERSON THOMAS: I'm not arguing with you, Mayor.

MAYOR MASTERS: But you're not fair.

CHAIRPERSON THOMAS: I'm not arguing with you.

MAYOR MASTERS: I asked before Miss Davis. I'm not arguing with you, either.

CHAIRPERSON THOMAS: Miss Pardo, are you -- are you finished with that? Are you finished?

CHAIR PRO-TEM PARDO: Well, you know what? I don't know. Can I still continue speaking?

CHAIRPERSON THOMAS: Yes.

CHAIR PRO-TEM PARDO: Well, you know, again, it goes back to the employees. If it's good for one employee, it's good for all of the employees. And I think 9 percent is way too much --

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: -- at this time to give to any employee.

CHAIRPERSON THOMAS: Okay. Miss Davis?

COUNCILPERSON J. DAVIS: Uh, yeah, Mr. Chair, um, in my conversation with Miss Jones, um, one of the first things I asked her was what was in the budget for being considered for employees.

CHAIRPERSON THOMAS: Uh-huh.

COUNCILPERSON J. DAVIS: Um, they are looking at a raise for employees. Um, but I don't know exactly what that figure is at this particular time. But I -- I -- you know, I'll -- I'll just say right off the bat, I can't support a 9 percent. Um, and I've told her so. But I am open to discussion. So --

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON J. DAVIS: -- and I -- I mean, I for one feel that, um, you know, CEOs get paid, um -- get bonuses or raises or whatever more so than anybody else in a company. Um, I understand the -- the rationale behind, um, you know -- if the employees have not gotten a raise, then Mrs. Jones shouldn't. However, um, her job is not an easy one. And she, um -- I -- you know, she has a lot on her plate.

Um, and if you will remember, during her evaluation, I went back and, um, listed about 15, 16 different things that she had accomplished over this past 12 months, and it was a lot. Um, so while we can -- we can say that, you know, she shouldn't be getting a raise, she did participate in the furlough just like the rest of the employees. Um, and, you know, I think she deserves something. However, I'm not going to support 9 percent.

CHAIRPERSON THOMAS: Okay. Mayor?

MAYOR MASTERS: (No audible response).

CHAIRPERSON THOMAS: Mayor, do you want to speak?

MAYOR MASTERS: Yes, I do.

CHAIRPERSON THOMAS: Okay.

MAYOR MASTERS: I'm just -- I do want to speak. I'd just be so happy and glad when the citizens of Riviera Beach will either give the mayor a vote or a veto, because I just think it is just wrong that if I called to speak second, I should be in -- be given that privilege.

CHAIRPERSON THOMAS: Mayor, would you just please speak about the contract?

MAYOR MASTERS: No. But the -- I am. But I'm prefacing my statement, Mr. Chair.

CHAIRPERSON THOMAS: Okay.

MAYOR MASTERS: And I have a right to preface my statement. Because I was next. And it's wrong and it's unfair. Having said that -- and I think the public will see that on the tape. I'm opposed to any raise by the city manager at this time. I am supporting the workers of this city 100 percent. And if anyone gets a raise, it should be the workers first. Not at the top. We should start at the bottom and end at the top. This is not the time or the season to be giving the city manager a 9 percent -- it's unheard of -- raise when our employees are robbing Peter to pay Paul. Thank you, Mr. Chairman.

CHAIRPERSON THOMAS: Mr. Guyton?

COUNCILPERSON GUYTON: Um, thank you, Mr. Chair. And, um, let me just say that we have not denied the mayor ever his time to speak. Um, that little spiel was in support of, in my opinion, a referendum he has circulating where he wants complete control of this council.

MAYOR MASTERS: That's not true.

COUNCILPERSON GUYTON: And -- and -- I'm speaking now.

MAYOR MASTERS: Not true.

COUNCILPERSON GUYTON: I am gonna get --

CHAIRPERSON THOMAS: Mayor, I need you to be in order. No one talked while you were speaking. Please don't do so. Mr. Guyton, you still have the floor.

COUNCILPERSON GUYTON: Thank you.

MAYOR MASTERS: I gotta go.

COUNCILPERSON GUYTON: I will be dealing with those issues later. And in those referendums, he has the authority to veto anything that we do and there is no resolution

or approach for us to override him. So --

CHAIRPERSON THOMAS: Mr. Guyton, please speak about the --

COUNCILPERSON GUYTON: -- okay.

CHAIRPERSON THOMAS: -- contract.

COUNCILPERSON GUYTON: The, um, contract is one that is a delicate situation. And I -- I gave it a lot of thought. I personally, on my job -- I have not had a raise in five years. Um, so I -- I -- I feel the pain. And when I spoke to Miss Jones, um, my position was predicated on what the employees would get. Um, she assured me that in this upcoming budget in addition to terminating the furloughs --

CHAIRPERSON THOMAS: Excuse me one second. I -- I need the chatter to please stop. It's rude and it's in violation. So please stop with the side chatter. Thank you. Mr. Guyton.

COUNCILPERSON GUYTON: She assured me that in addition to terminating the furloughs, that she would be recommending an increase for the employees, as well. I don't think it's going to be 9 percent that was being recommended. Um, but it was my position that it would be very difficult for me to support it without the employees participating.

So having said that, I did also, um, a review of what the average salaries were of city managers with the population and the number of employees that we have here in Riviera Beach. And what is being recommended is actually, um, the -- the average from about -- one, two, three, four, five, six -- eight -- eight cities with -- with comparable size. Um, some a little higher, some a little less. So it wasn't out of the range, in my opinion, for the responsibility that she's dealing with.

Um, I -- I'm willing to support whatever the council decides. Um, I -- I do feel that, uh, we need at some point to move forward. Our city manager is going to be responsible for the day-to-day operation and, um, as Miss Davis indicated, there's a lot on her shoulders. And there's going to be a lot riding on her performance. Um, my support does not mean that it is unconditional. She's got to perform.

And at any point that is not happening, I have no reservations with -- with addressing her contract. But I do want her to be, um, compensated comparable to those with similar responsibilities. And, um, I think that what was recommended, it was, um, based on the condition that the employees also -- when the budget comes back, um, participate in -- at some level of increase. I will not be supporting any more increases for her in this contract, though I will be advocating for employee increases. Um, because we have 400 plus employees. To give everybody a 9 percent right now is not doable.

COUNCILPERSON J. DAVIS: Uh-huh.

COUNCILPERSON GUYTON: But over a period of time, it would be more fiscally responsible as we edge it up as -- as we proceed through the years. So, um, I am prepared to support whatever this council recommends. And, um, in no way or no means will I ever ignore the employees and just give the top brass a raise. So that's my position.

CHAIRPERSON THOMAS: Thank you, Mr. Guyton. Mr. Davis?

COUNCILPERSON T. DAVIS: Thank you. One thing I want to say is that when I look at the present salary of $150,000 and taking care of deferred compensation and benefits, our employees can't just get up and leave and go somewhere and make that kind of money. Our city manager's been very solid. She done -- she's done a good job. But if she was to leave the City of Riviera Beach, she can go anywhere and make that kind of money. But the people who have been affected by --

COUNCILPERSON J. DAVIS: Uh-huh. Uh-huh.

COUNCILPERSON T. DAVIS: -- many FP&L rate hikes for many of years, and their salaries to -- stay stagnant. We shouldn't even consider a 9 percent. And I feel really comfortable about this board 'cause I think we all (unintelligible) -- from what I'm hearing now -- truly feel that we think about our employees, which is generally the residents, those who function, who clean our city, who protect our city.

Um, when I drive off 95 and I start going around different apartments and I went with Mr. Johnson and I went in Public Works. I see how five to eight men really work extreme -- and women -- work extremely hard to keep this city clean. And they go over and beyond. I mean, they really bend their backs, them employees. And my next question has been -- and why I wanted to suspend the contracts for probation so I can see evaluation of the departments -- because I have yet to see that -- any evaluation of any department heads. I've been waiting for that in my office now for two months. Okay?

When considering giving a raise, I look at each department and I want to see an evaluation before I consider anything. Because when this furlough day came up four years ago, based on my evaluation and going around talking, the -- all the employees said that, We thought this was going to be something temporary for a year or two, and I was willing to go with it.

Now it's been four years. So there's a trust issue with the workers. For people to say that we think we're going to give them a raise in October, let's wait till October and show them that we -- we care about them and we're going to do the right thing by them. Then we'll come back maybe next year and consider giving our city manager a raise after these evaluations moving forward. Thank you.

CHAIRPERSON THOMAS: Thank you. I'm -- I'm going to -- to -- to say mine about this and then we're going to decide what type of raise we're going to give. Um, I believe it's unfair. I don't know who called the media but I'm glad they're here. And I don't usually say that about the media. But we need to not -- this -- this right here is a -- because there's a few employees here and the union is here, this is not the time for this.

Let's not grandstand now when we got the power to give the employees whatever we can. So grandstand during budget session. Don't have them come out here and fight against the -- the manager when we got to do this.

We have the power to tell the manager to do whatever we want to do for the employees' salary. It's easy to sit here and do that now on the backs -- on the back of Miss Jones. But when it's our time to do it, when the -- when the place is not full and the hard decisions comes in, do you cut this department? Do you not cut that department? Nobody steps up and says all this stuff that we're saying about giving the employees stuff. I want to give the employees as much as I can. I have been an employee here. I want that to happen.

And I will continue to stay like I always have. But it's wrong to do that, saying that we shouldn't give this to the manager when we decide on the budget. That's our primary goal for being elected. It's budget. And if we want to do it, then we do it. Not the manager. We say, Manager, this is our policy direction. We get the final say-so on that. Not the manager.

So if you don't want to give the manager this percent increase, then don't. But don't say it's because the -- the -- the workers haven't got it. She presents a budget. And her job is to make sure it's balanced. We can cut and paste wherever we want to do so.

And all I'm challenging everybody up here that's doing that now on the back of the manager, to do that when we start meeting. Have this same vigilance for the employees like I always do -- let's have that during budget session and not at this time on the back of this manager. So fine. Obviously everybody does not want to give a 9 percent. Does somebody want to put out there what percentage you want to give or how you want to do it? I'm at 9 and I'm gonna stay at 9. This is a board action.

COUNCILPERSON T. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Does somebody have a percentage that they want to put out or an amount --

COUNCILPERSON T. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: -- that they want to, uh -- to come out?

COUNCILPERSON T. DAVIS: Mr. Chair?

CHAIR PRO-TEM PARDO: Mr. Chair?

COUNCILPERSON T. DAVIS: Okay.

CHAIRPERSON THOMAS: I think I heard a man's voice. I don't know if it was the mayor or Mr. Davis first.

MAYOR MASTERS: Mr. Davis.

CHAIRPERSON THOMAS: Mr. Davis?

COUNCILPERSON T. DAVIS: Um, at this point I say 0 percent.

CHAIRPERSON THOMAS: Okay. We got one for 0. Miss Pardo, do you have any?

CHAIR PRO-TEM PARDO: Yes. I would say if you're going to approve the contract, approve the contract and when we get into budget, then we decide what the city manager will get. So we'll bring it back. Someone had said in the contract it's going to be effective October 1st.

CHAIRPERSON THOMAS: I did.

CHAIR PRO-TEM PARDO: So let's wait until the budget time and let's decide.

CHAIRPERSON THOMAS: Not -- not a --

CHAIR PRO-TEM PARDO: And see if the city manager will go along with it.

CHAIRPERSON THOMAS: -- not a problem. We've got a second one for approving the contract which ultimately is a 0 but willing to give some type of percentage when we're doing budget.

CHAIR PRO-TEM PARDO: Correct.

CHAIRPERSON THOMAS: Okay. Okay. Um, while I'm on this side, Mayor, do you have a thought on this?

MAYOR MASTERS: No comment.

CHAIRPERSON THOMAS: Okay. Mr. Guyton?

COUNCILPERSON GUYTON: I'm comfortable with the recommendation.

CHAIRPERSON THOMAS: Miss Davis?

COUNCILPERSON J. DAVIS: That's fine.

CHAIRPERSON THOMAS: The recommendation at --

COUNCILPERSON J. DAVIS: -- at, um -- you mean the recommendation at 9 percent?

CHAIRPERSON THOMAS: Yes, ma'am.

COUNCILPERSON J. DAVIS: Oh, no.

CHAIRPERSON THOMAS: Okay. What --

COUNCILPERSON J. DAVIS: I would propose 3. I'm -- I'm sorry, yeah, 3 percent. If

the employees -- I think, um -- no, I'm gonna go with 5. I think 5 percent is reasonable. Um, and particularly when she has not had a raise. The employees have not had a raise. She has participated in the, um -- in the furlough just as the employees have. And, um, she has a lot more responsibility. Um, so I would be comfortable with 5 percent.

CHAIRPERSON THOMAS: Okay. We're -- I'm having Jameer go and see what the -- the manager says. So right now just to recap, we have one council member at 5 percent, two at 9 percent, one at 0 percent and one at 0 for now but when budget, um, time gets here, to -- to assess the -- the -- the raise there. Um, and the Mayor is no comment on this.

MAYOR MASTERS: Mr. Chair?

CHAIRPERSON THOMAS: Yes, sir, Mayor.

MAYOR MASTERS: I -- I did say no comment but I'm -- um, I'm with Dawn, Councilwoman Pardo. I mean, I just didn't want to get back into it because I just didn't want to. But on the record, I'm with Councilwoman Pardo and also Councilman Davis of no raise at this time, period.

CHAIRPERSON THOMAS: Okay. We have a, uh -- we have a counter of 7 percent.

COUNCILPERSON J. DAVIS: No, 5. Oh, you -- who -- who, me?

CHAIRPERSON THOMAS: No, we -- the -- the manager has put in --

COUNCILPERSON J. DAVIS: Oh, okay.

CHAIRPERSON THOMAS: -- a counter of, uh, 7 percent. How do you feel, Mr. Davis?

COUNCILPERSON T. DAVIS: I -- I just -- I think -- no, I know what Miss Pardo -- Councilwoman Pardo, Pro-Tem Pardo has said. That's -- that's fair. Let's wait till we get to the (unintelligible) till then --

CHAIRPERSON THOMAS: Okay. The -- the manager put in a counter.

COUNCILPERSON T. DAVIS: Yeah.

CHAIRPERSON THOMAS: How do you feel about that counter?

COUNCILPERSON T. DAVIS: Right now I'm not gonna agree to any -- any raise until we get to the budget.

CHAIRPERSON THOMAS: Okay. Miss -- no problem. Miss Pardo?

CHAIR PRO-TEM PARDO: I stand.

CHAIRPERSON THOMAS: Okay. Mr. Guyton?

COUNCILPERSON GUYTON: I'm fine with the counter. Or if Miss Davis stays at 5, I'll support 5.

COUNCILPERSON J. DAVIS: I'm staying at 5.

CHAIRPERSON THOMAS: Okay. We're sending that. Uh, while we're waiting on that, does anybody have any problems with the vacation days going to 20 to 25 vacation days per year?

CHAIR PRO-TEM PARDO: I don't have a problem, sir.

COUNCILPERSON T. DAVIS: No problem.

CHAIRPERSON THOMAS: Mr. Guyton? Miss Davis?

COUNCILPERSON J. DAVIS: Um, no, I don't.

COUNCILPERSON GUYTON: No, I don't. No, I don't.

CHAIRPERSON THOMAS: Mayor, do you have any issues with the vacation days going --

MAYOR MASTERS: No problem.

COUNCILPERSON T. DAVIS: I -- I do have one question.

CHAIRPERSON THOMAS: Hold on one second. Let me get the mayor.

MAYOR MASTERS: No -- no problem.

CHAIRPERSON THOMAS: Okay. Um, Mr. Davis?

COUNCILPERSON T. DAVIS: On those, on the sick time and vacation time -- and they accrue this time over so many years. Is there a cap on how much time they can -- that she can accrue on the contract?

CHAIRPERSON THOMAS: She's contracted. So every contract plays different. She has a two-year deal so --

COUNCILPERSON T. DAVIS: I -- I know. But she's been here for -- for quite some time now. Has she been able to accrue time?

CHAIRPERSON THOMAS: Just for four years. Yeah, I'm sure she has accumulated time, yes.

COUNCILPERSON T. DAVIS: Is there a cap on it? That's the question I want -- I want to know.

CHAIRPERSON THOMAS: No. Because there's no cap on the years unless you

terminate her.

COUNCILPERSON T. DAVIS: Okay.

CHAIRPERSON THOMAS: Um, going --

COUNCILPERSON J. DAVIS: Mr. Chairman?

CHAIRPERSON THOMAS: -- yes. Yes, ma'am.

COUNCILPERSON J. DAVIS: We -- um, you -- can I just give you my comments based on what I have that's red-lined?

CHAIRPERSON THOMAS: Sure. That -- that'll be fine.

COUNCILPERSON J. DAVIS: Because I think you skipped over a section, um, concerning, um, the performance evaluation further along in B. Um, for -- I'm sorry, 2B on the second page.

CHAIRPERSON THOMAS: 2B on the second page. Okay.

COUNCILPERSON J. DAVIS: The latter part of that is all red-lined concerning benchmarks being established. Um, I just don't see how you can give someone an evaluation if you don't have some kind of benchmarks or goals or something to rate her by.

So, um, I would -- I'm -- I would be more comfortable with some kind of language. Not necessarily this language, but some kind of language in there that establishes she's going -- either at a retreat or something as we have done in prior years. She established -- we give her what our, um, goals are for the coming year and she state -- put those -- reduce those to writing. And we use that. Um, so let me move on and -- and --

CHAIRPERSON THOMAS: Well, I have no problems with that. Does anybody have any problem with what Miss Davis just suggested?

CHAIR PRO-TEM PARDO: No

COUNCILPERSON T. DAVIS: No. No.

COUNCILPERSON GUYTON: No.

CHAIRPERSON THOMAS: Okay. We're good. We're gonna add that in. Okay. And in C --

CITY ATTORNEY RYAN: I -- I didn't really get -- what exactly was that?

CHAIRPERSON THOMAS: Where the benchmarks was in 2B, we're gonna actually --

COUNCILPERSON J. DAVIS: 2B.

CHAIRPERSON THOMAS: -- give her benchmarks.

CITY ATTORNEY RYAN: So we want to add that back?

CHAIRPERSON THOMAS: Yes.

COUNCILPERSON J. DAVIS: Yes.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON J. DAVIS: Uh, in -- in 2C, um, the last sentence, "The failure -- the City's failure to conduct the scheduled evaluation shall not constitute compliance with a material provision of this agreement." Now, we just talked about having the evaluation in February, you know, prior to the 90-day notice. So if we don't do that, then we're saying that it does not constitute noncompliance?

CITY ATTORNEY RYAN: On -- on her part. It means that you --

COUNCILPERSON J. DAVIS: On her -- okay. On her part?

CITY ATTORNEY RYAN: -- right. You can't hold her accountable.

COUNCILPERSON J. DAVIS: Okay. That's fine. So that's clear.

CITY ATTORNEY RYAN: Right.

COUNCILPERSON J. DAVIS: Or should we say on the -- on the part of the city manager?

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON J. DAVIS: Not on the part of --

CHAIRPERSON THOMAS: We can add the city manager.

CITY ATTORNEY RYAN: We can add that. Sure.

COUNCILPERSON J. DAVIS: Okay. Um, and on page 4, um, I just want to make it clear that -- well, I have a question first. Section 11 in the health and dental, the disability insurance, is that paid for by the City or does she purchase that herself? 'Cause there -- you know, there's short- and long-term --

CITY ATTORNEY RYAN: Right.

COUNCILPERSON J. DAVIS: -- disability.

CHAIRPERSON THOMAS: From what I understand, the City pays for that.

COUNCILPERSON J. DAVIS: We pay for it? Okay.

CHAIRPERSON THOMAS: Yes.

COUNCILPERSON J. DAVIS: And --

CITY ATTORNEY RYAN: Okay. So -- just so you understand, it says, "Increases with salary." So the amount --

COUNCILPERSON J. DAVIS: I'm not at that point yet.

CITY ATTORNEY RYAN: I'm on disability.

COUNCILPERSON J. DAVIS: Well, I was on the one above that where it says "premium --"

CITY ATTORNEY RYAN: Oh, okay.

COUNCILPERSON J. DAVIS: "During the city manager's employment --"

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON J. DAVIS: "-- the City agrees to pay --" oh, so it did say the City. Sorry. I missed that. Um, okay. So whatever the salary is, the --

CITY ATTORNEY RYAN: That's the amount that's gonna be inserted in this contract that was on --

COUNCILPERSON J. DAVIS: Based on her salary. She can --

CITY ATTORNEY RYAN: Correct.

COUNCILPERSON J. DAVIS: -- she can purchase that amount of --

CITY ATTORNEY RYAN: Correct.

COUNCILPERSON J. DAVIS: She purchase it or do we?

CITY ATTORNEY RYAN: Well, the way it works --

COUNCILPERSON J. DAVIS: We agree to pay. Okay.

CITY ATTORNEY RYAN: -- you agree to pay it.

COUNCILPERSON J. DAVIS: Wow.

CITY ATTORNEY RYAN: But the way it works is that comes from the outside.

COUNCILPERSON J. DAVIS: Okay. Hmm --

CITY ATTORNEY RYAN: Just -- and just so you know, that has been in every --

COUNCILPERSON J. DAVIS: I know. Yeah. And that's what I was just thinking about. Okay. And I -- I heard Miss Pardo say something about the deferred comp. I think our former city manager also had deferred comp. There was no pension.

CHAIRPERSON THOMAS: No. I think he (unintelligible) --

CITY ATTORNEY RYAN: What's that?

COUNCILPERSON J. DAVIS: Mr. Wilkins.

CITY ATTORNEY RYAN: He had both.

COUNCILPERSON J. DAVIS: He had both?

CHAIRPERSON THOMAS: Yes.

CITY ATTORNEY RYAN: Yes.

COUNCILPERSON J. DAVIS: Wow. Okay.

COUNCILPERSON GUYTON: Hmm.

COUNCILPERSON J. DAVIS: All right. And in section 16, um, I think I -- I answered my own question. That if something happens and she's unable to work due to sickness, accident, injury, she uses her leave first before -- okay. Is that correct, Miss Ryan?

CITY ATTORNEY RYAN: Um, yes. Yes.

CHAIRPERSON THOMAS: That's the way I understand it.

CITY ATTORNEY RYAN: She uses her leave.

COUNCILPERSON J. DAVIS: Okay. Beyond any -- okay. Great.

CITY ATTORNEY RYAN: Correct.

COUNCILPERSON J. DAVIS: Um, and that's all I have.

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

CHAIRPERSON THOMAS: Okay. Um, hold on one second, Mr. Davis. Let me get Mr. Guyton while I'm on this side.

COUNCILPERSON T. DAVIS: Okay.

CHAIRPERSON THOMAS: Do you have any additional -- anything additional?

COUNCILPERSON GUYTON: No, I don't, Mr. Chair.

CHAIRPERSON THOMAS: Okay. Mr. Davis?

COUNCILPERSON T. DAVIS: All right. It -- it seem as if we're paying her deferred -- her short-term disability or long-term, correct?

CITY ATTORNEY RYAN: You're paying one policy. One -- it's probably -- you're paying one policy.

COUNCILPERSON T. DAVIS: Okay. Once again, they're out there talking with employees of Riviera Beach at their work and a lot of them are having a big concern dealing with the short-term and the long-term. And they're paying for the short-term and long-term out of their salaries. And they're not making what our city manager's making, but we're gonna pay her disability -- short-term and long-term disability when we should be doing the same thing for them. So how about we just allow her to do the same thing that our regular -- we require our regular employees to do, is pay for her own short-term/long-term disability? Because if she's getting sick time and she's accruing it. If she wants something else, she should be able to pay for it herself.

CHAIRPERSON THOMAS: Okay. Uh, we'll bring that back. Miss Pardo?

CHAIR PRO-TEM PARDO: (Indicating).

CHAIRPERSON THOMAS: You okay with the, uh -- Mayor?

MAYOR MASTERS: Uh, no. Mr. -- Mr. Chair, just -- just for the record, I just wanted to be clear that I am opposed to the, um, manager's counteroffer. I just wanted to state that.

CHAIRPERSON THOMAS: Yeah. We're -- we're not back on that yet. We're talking about the health --

MAYOR MASTERS: No. I would just like to say --

CHAIRPERSON THOMAS: -- and the liability. Okay. So right now we have one individual who, um, does not want the City to pay as we have done really in all contracts of this magnitude, the disability. But if that's the suggestion, does anybody want to agree with that suggestion that we do not pay that? All right. I don't hear or see anybody. Okay. So we're done with that section.

We're going back to the financial section. Um, Miss Jones is agreeing to the, um, 5 percent for '13/'14. Her counter will be 5 percent for the '13/'14 and 3 percent for '14/'15. Board -- board discussion on that. Mr. -- Miss -- Mayor, on that proposal?

MAYOR MASTERS: Opposed.

CHAIRPERSON THOMAS: Okay. Mr. Davis?

COUNCILPERSON T. DAVIS: No, sir.

CHAIRPERSON THOMAS: Miss Pardo?

CHAIR PRO-TEM PARDO: No.

CHAIRPERSON THOMAS: Okay. I'm good. Mr. Guyton?

COUNCILPERSON GUYTON: I'm good. I have no problem.

CHAIRPERSON THOMAS: Um, Miss -- Miss Davis?

COUNCILPERSON J. DAVIS: And I did hear you say 5 percent for this year and 3 percent --

CHAIRPERSON THOMAS: 5 percent for '13/'14 and 3 percent for '14/'15.

COUNCILPERSON J. DAVIS: I'm fine with that.

CHAIRPERSON THOMAS: You're fine. Okay. That's three of us that are fine with that. That's what will go into effect. The 5 --

UNIDENTIFIED SPEAKER: (Unintelligible).

CHAIRPERSON THOMAS: I -- I -- okay. No problem. We'll -- we'll do it over -- on the contract.

CITY ATTORNEY RYAN: Yes. Okay.

CHAIRPERSON THOMAS: Okay. Right now just to clarify, the manager's salary, which is at 165 hundred thousand -- excuse me, $160,500, will have a 5 percent increase for '13/'14.

CITY ATTORNEY RYAN: And this is beginning in October? We're still keeping that?

COUNCILPERSON J. DAVIS: Yes.

CHAIRPERSON THOMAS: That would be my -- that -- that's the only way I'm agreeing with it.

COUNCILPERSON GUYTON: Yes.

CITY ATTORNEY RYAN: Okay. Beginning in October 2013?

CHAIRPERSON THOMAS: Yes.

CITY ATTORNEY RYAN: The annual base salary --

CHAIRPERSON THOMAS: Will -- will have a 5 percent --

CITY ATTORNEY RYAN: -- shall increase by 5 percent?

CHAIRPERSON THOMAS: Right. By 5 percent. And 3 percent for '13/'14. Jameer, where are you? Make sure she's okay with it still starting in October. She's fine. Good. All right. 3 percent. So that is where it's at. Do we have any other comments, concerns, reference to any part of the -- of the employment agreement?

COUNCILPERSON T. DAVIS: I -- I just want to say one thing.

CHAIRPERSON THOMAS: 160 -- excuse me one second, Mr. Davis. $160,500 is the current salary.

UNIDENTIFIED SPEAKER: Okay. Thank you.

CHAIRPERSON THOMAS: And it will go up to -- it will go up 5 percent for year '13/'14 and 3 percent for '14/'15.

CITY ATTORNEY RYAN: Mr. Chair, if I can state it --

CHAIRPERSON THOMAS: Yes. Absolutely.

CITY ATTORNEY RYAN: -- this is how I --

CITY CLERK WARD: Yeah.

CHAIRPERSON THOMAS: Absolutely.

CITY ATTORNEY RYAN: Okay. Um, beginning in October 2013 the annual base salary shall increase -- I'm sorry, shall increase by 5 percent, and beginning in October 2014 shall increase by an additional 3 percent?

CHAIRPERSON THOMAS: Yes.

CITY ATTORNEY RYAN: So that's 3 percent on top of 5 percent?

CHAIRPERSON THOMAS: Yes.

COUNCILPERSON J. DAVIS: I'm sorry. Go ahead. Never mind.

CHAIRPERSON THOMAS: No, no, no. If you've got a question.

COUNCILPERSON J. DAVIS: No. That's -- that's good.

CHAIRPERSON THOMAS: (Unintelligible).

CITY ATTORNEY RYAN: That's why I don't wanna say (unintelligible). That's why I don't wanna say (Unintelligible).

CITY CLERK WARD: No, I'm just talking about now. 'Cause -- 'cause --

COUNCILPERSON T. DAVIS: Two years --

CHAIRPERSON THOMAS: One -- it's -- it's $160,500, the current --

COUNCILPERSON J. DAVIS: What is going on here?

CHAIRPERSON THOMAS: I need -- I need order, please. $160,500 is the current salary.

CITY ATTORNEY RYAN: Right. And that will be in the contract. I'm sorry. I didn't say the 160. Thank you, Miss Ward.

CITY CLERK WARD: Okay.

CITY ATTORNEY RYAN: Yeah.

CITY CLERK WARD: Uh-huh.

CHAIRPERSON THOMAS: Okay. Are there any other questions, concerns, unreadiness on this particular agreement?

COUNCILPERSON T. DAVIS: Yes.

CHAIRPERSON THOMAS: Yes, Mr. Davis.

COUNCILPERSON T. DAVIS: Okay. Thank you. All right. So her salary is -- now will go from 160 to 167,500. And also, we'll be paying her short-term and long-term disability, as well?

CHAIRPERSON THOMAS: It's one policy that we'll be paying. And I'm not sure what the 5 percent of the 160 -- $160,500 is.

COUNCILPERSON T. DAVIS: It's about --

CHAIRPERSON THOMAS: If that's what you're getting there --

COUNCILPERSON T. DAVIS: -- it's close. It's a close number, by 7,000. It's a close number.

CHAIRPERSON THOMAS: Okay.

CITY ATTORNEY RYAN: But that's not what it costs. That's not what the -- that's not the cost of the disability.

COUNCILPERSON T. DAVIS: I know that.

CITY ATTORNEY RYAN: Oh.

COUNCILPERSON T. DAVIS: We're talking about the salary.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON T. DAVIS: And disability.

CITY ATTORNEY RYAN: Oh. Oh, okay. Okay.

COUNCILPERSON T. DAVIS: Yeah.

CITY ATTORNEY RYAN: I thought you thought that was --

COUNCILPERSON T. DAVIS: No. No.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON T. DAVIS: My concern is this here. We're gonna send a message. That's -- that's the thing. The City morale -- we want to build the morale of our people in our community. All right? I'm not saying I don't want to give a raise to our city manager who's done a good job. But what I'm saying is we should wait just like Miss Pardo stated earlier till we get to the budget time to discuss this, because there's trust going on. People come to work every day and they're doing -- and that's what you're supposed to do. You're supposed to do your job and be a professional about it, whether you like how you're being treated or not.

But at some point we've got to reciprocate back to them what they've been giving to our whole entire town. So let's make sure we consider that when we get -- get ready to give a raise or pay for -- for this -- for this decision here, that our taxpayers are paying for.

CHAIRPERSON THOMAS: So you -- you're speaking to the board about that? Because that's our decision.

COUNCILPERSON T. DAVIS: Yes.

CHAIRPERSON THOMAS: That's our decision.

COUNCILPERSON T. DAVIS: I'm speaking to the board and I want the residents of Riviera Beach to know how I feel about this particular subject. You know?

CHAIRPERSON THOMAS: That -- okay. That's -- that's fine. I just --

COUNCILPERSON T. DAVIS: Her job is to manage. Our job is to delegate through her and to control, like you say, the budget. The budget states now you want to give her some money, let's wait. We got October. We got a few months -- few months coming. Let's wait. Let's see how the budget goes and let's focus on, as a board, to take care of our residents, our City employees, and then we can also come back and then from there we can decide on what we want to give our city manager. That's all I'm saying.

CHAIRPERSON THOMAS: Mr. -- Mr. Davis has made an appeal. Has anybody's

position changed?

MAYOR MASTERS: Mr. Chairman.

CHAIRPERSON THOMAS: Excuse me one second, Mayor. Mr. Davis has made an appeal. Has anybody's position changed? Hearing none, seeing none, Mr. Mayor?

MAYOR MASTERS: Mr. Chairman, I -- I really feel that the manager can be reasonable and fair. In light of this discussion, I think that she would be considerate of the, um, opinion and -- of the council people, as well as the employees. I'm asking, if it's in order, if someone can ask the manager if she's willing to just wait. If she's willing to wait until October for the budget to -- time. And then if she says yes, then we're fine. If she says no, then at least we know. Can that question be asked of the manager, Mr. Chair?

CHAIRPERSON THOMAS: Um, I've negotiated. This is what we've done. If the board wants me to send another -- another, um, proposal to the manager, if the board wants me to do that, I have no problem doing that.

COUNCILPERSON GUYTON: Mr. Chair?

CHAIRPERSON THOMAS: Yes, sir, Mr. Guyton?

COUNCILPERSON GUYTON: It's my position we have beat this horse to death.

CHAIRPERSON THOMAS: I agree.

COUNCILPERSON GUYTON: I'm ready to put a motion on the floor and move forward.

CHAIRPERSON THOMAS: I agree. And you may put a motion on the floor whenever you so desire.

COUNCILPERSON GUYTON: I move that we support the negotiated agreement with the counteroffer with the city manager.

COUNCILPERSON J. DAVIS: I'll second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any additional questions or concerns regarding this matter? Hearing none, Madam Clerk please call the question.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Councilperson Bruce Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: No.

CITY CLERK WARD: Councilperson Dawn Pardo?

CHAIR PRO-TEM PARDO: No.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: That vote passed with Councilperson -- Councilperson Davis and Councilperson Pardo dissenting.

CHAIRPERSON THOMAS: Okay. Thank you. We're gonna now go immediately to Public Comment. We're behind. So if you have your comment cards for public comment, you're welcome to -- I'll allow a few more moments to -- for any -- for any additional comments.

Okay. First up we're going to call -- well, let me -- let me just read this very quickly. And if you're leaving, please leave quietly. "Please be reminded that the City Council has adopted a set of rules of decorum governing public conduct during official meetings which has been posted at the entrance of the city council chambers. In the event 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 or the building if necessary. Please govern yourselves accordingly."

Okay. First up will be Tonya Hicks-Brown. Oh, Miss Hicks?

CITY CLERK WARD: There should be a sheet in there.

CHAIRPERSON THOMAS: Yeah. Good evening, Miss Hicks. You have three minutes to make your comments.

TONYA HICKS-BROWN: Good evening, Mayor Masters, Council officials and community members. I'm here under Public Comments to make our community aware that the Riviera Beach Maritime Academy is -- is -- still has opening seats for the upcoming school year. We're an extremely unique charter high school that enrolls up to 225 students a year at our current facility, three blocks west of the Port of Palm Beach and the Riviera Beach Marina. We're looking for high-functioning, highly motivated students that want to pursue good-paying careers in the maritime-related trades and the science and technology professions.

You know from previous presentations that the hallmark of our academy is hands-on cooperative learning and our students is -- are exposed to very unique learning projects such as robotics and engineering, information technology, the science and, of course, the marine trades, which is important to this area.

By their senior year, a good percentage are placed in jobs that help them gain real-world, work experience in the areas that we've trained them for. We just wanted to make the community aware. We encourage Riviera Beach parents and students to apply as soon as possible at www.rbmaritime.org or by coming by the academy at 251 W. 11th Street. Thank you for your time this evening.

CHAIRPERSON THOMAS: Thank you very much, Miss Hicks. You had an additional minute and a half. You didn't want to say -- take it?

TONYA HICK-BROWN: Well, I would -- I would just, um, you know -- we -- we -- we have come before the council before and you've seen some of our students involved with everything from aquaponics to boat-building competitions where we're winning. We -- we are involved with -- I want to say Martin Marietta's -- the submarine builder here in Riviera Beach there. We do their Girls Going Places, their Women in Science Program each year and our students always win, our young ladies.

We enroll -- I guess about a third of our students -- we do have a diverse population. Um, about a third of our students either are -- are, uh -- or maybe almost up to half now of our students are female. And we have about a third of our population are minority students who -- who are learning in areas that will be -- that will lead to high-paying careers. So I just, you know, wanted to make the community aware. If you don't -- if we don't talk about it, then people don't know about it. And so we want to, uh, let the community be aware that we do have seats open and we are reserving seats for Riviera Beach students. Thank you for your time.

CHAIRPERSON THOMAS: Thank you, Miss Hicks. Appreciate it. Next up we'll have Mr. Fane Lozman. Good evening, Mr. Lozman. You have three minutes to make your comments.

FANE LOZMAN: Fane Lozman. Let -- let me explain. Perhaps it went over every -- everyone's head, the Susan Bucher, Supervisor of Elections deal. The City sued the Supervisor of Elections and the City lost. They had to pay the attorneys' fees. The City said they would pay 15,000. The attorneys' fees were something in the 20s. And the reason Susan took the 15,000, because to get the other 7 it may have cost her another 10 or 15 grand to get it and that 10 or 15 grand is not recoverable. So that's why she agreed to the 15.

Okay? But as I've told -- call her up and ask her what happened. She says that woman right there did it for the 15K. I talked to her for an hour. The point is why is the City not paying the Supervisor of Elections the money that she spent defending a lawsuit that she won? That's the question. If it -- if it wasn't the city manager, who made that decision?

Was it -- was it -- did you as a board make it? No, 'cause it never came up to an agenda item. Who made that decision? See, she just likes to just slough -- Oh, I had nothing to do with that. Oh, I had nothing to do with the marina, even though the marina's under her jurisdiction.

She was on TV mocking the whole Supreme Court thing like a big game when you were over at the Tiki Bar that day. Believe me, Miss Jones, it isn't a big game, what went on at the marina. Not a big game my floating home was destroyed. Not a big game that the woman who lived on an actual vessel, bone marrow shot went bad. Not a big game what happened to Budweiser Bill. It's not a big game what happened to these white residents at the marina at the hands of the city manager. It's not going to be a big game to the Department of Justice when they deliberate whether they should do something about what you think is a big game.

Relative to what went on with the Mayor. The mayor and I have had our problems over the years but he's still the mayor. And then one thing I'd encourage him to do is for people that don't respect him, he has the power to suspend any city employee. That's in the charter. He can suspend them. I think he should suspend Chairperson Thomas's administrative assistant and maybe some other people 'cause then you'll realize that he's just not a little child in kindergarten. He can suspend any employee he wants. Now, you can have a special meeting and rehire them back. But he can go through anyone in the City. If he doesn't like them, he can suspend them. That's in the charter. I think you -- when you had a charter review, you tried to get rid of that.

Finally, United States District Court Judge Hurley issued an order. There's going to be a trial in my civil rights case March of next year. Order came down a couple weeks ago. I see you're still using Ben Bedard and all of his nonsense. I'm not sure why you're using this guy, but one of the things that was brought up, even though I lost the District case, when you win on appeal, that District doesn't count as a win anymore. I'm the winner. I won at the Supreme Court; those other two cases before that, they don't matter. You need to get a decent lawyer 'cause you're gonna lose again.

CHAIRPERSON THOMAS: Okay. Um, next will be -- I'm gonna attempt this -- Dihann [phonetic] Frederick?

DIAHANN FREDERICK: Yes. (Unintelligible).

CHAIRPERSON THOMAS: If I didn't pronounce your name properly, please correct me. Good evening. You have three minutes to make your comments.

DIAHANN FREDERICK: Good evening. It is Diahann. The H is silent.

CHAIRPERSON THOMAS: I'm sorry. Diahann.

DIAHANN FREDERICK: Like Diahann Carroll. You don't remember her?

CHAIRPERSON THOMAS: I do. I do. I do.

DIAHANN FREDERICK: I'm -- I'm sorry, but, um, I'm -- I'm making a private case to me public. I'm coming to talk about the injustice of your police department and what happened to me about three years ago. I was arrested, um, and kept in a holding cell at Riviera Beach for three hours on an alleged cup of coffee by one of your officers.

CHAIRPERSON THOMAS: Excuse me one second. Representative Powell, I thought that you had left. I'll bring you up next, sir. Okay. Thank you. I'm sorry, Miss -- Miss Diahann. Go right ahead.

DIAHANN FREDERICK: And I just wanted you to know some of these things don't -- you know, you might not hear of it but it -- I took it very personal, of course. It was excessive. I think it was abuse of power. And I know that I am due, um, compensation for -- for the actions of your police officer.

Why she -- I did not take a cup of coffee. She knew that. But she did it anyway. She just arrested me. She charged me with Disorderly Conduct and, um, Resisting Arrest without Violence. She painted my character. She just assassinated it. So I'm just letting you know that I am looking for compensation for that. If not, um -- if we can't negotiate something, I'm -- I'm filing a suit. You know?

CHAIRPERSON THOMAS: Oh, okay. Thank you very much for your comments.

DIAHANN FREDERICK: And I have letters and I want you to look at the letters of the details. I don't want to -- I -- I -- I hated to come here. I really did -- to come here to say all of this because I don't like to put all this stuff in. But I -- I have written to your city manager and I have --

CHAIRPERSON THOMAS: You can give it to --

DIAHANN FREDERICK: -- written to your city attorney. And I have not gotten any answers.

CHAIRPERSON THOMAS: Okay. Well, thank you very much, Miss -- Miss Frederick.

DIAHANN FREDERICK: Okay?

CHAIRPERSON THOMAS: We have your information.

DIAHANN FREDERICK: Here. Here you go. You got three.

CHAIRPERSON THOMAS: See if you can keep those over there and we'll put them -- we'll -- we'll accept them into the record. Are you -- are you finished?

DIAHANN FREDERICK: Uh, yeah. I -- I -- I am. I just wanted to let you know that sometimes, you know, your -- the actions of your police officers are unwarranted, unjustified. And I don't know if they take sensitivity training or not. But I am not a criminal. All right. Thank you very much.

CHAIRPERSON THOMAS: Yes, ma'am. Thank you very much for your comments. Okay. Um, Miss Ryan, Mr. Lozman has talked about a case regarding the -- the Supervisor of Elections. If you have any information about that, can you gather that and be prepared to talk about it in a few minutes, please?

CITY ATTORNEY RYAN: Sure.

CHAIRPERSON THOMAS: Um, next up, we'll take Representative Powell. Um, I was told that you had left and I just saw you so we want to make sure that we don't forget you there. Good after -- good evening. Thank you for coming. You have three minutes to make your comments.

REPRESENTATIVE POWELL: Good evening, Mr. --

COUNCILPERSON J. DAVIS: Good evening.

REPRESENTATIVE POWELL: -- Chairman Thomas and Council.

COUNCILPERSON J. DAVIS: Good evening.

REPRESENTATIVE POWELL: As well as, uh, our Honorable Mayor. Thank you for allowing me these few minutes to speak. I'll be back in August for a legislative update with our Senator Jeff Clemens and also it's good to be able to work with some of you all on some of the projects that are going on here in the city.

I'm here with you all today. Standing behind me is my legislative assistant Tradrick McCoy, who is also from Riviera Beach, and a very special person who's here with us today who was my intern in Tallahassee. And I believe it's always positive for us to reach down -- or reach back and help to pull along those people who are coming behind us.

And I've got with me Miss Alexa Guy, who was a student at Florida A&M University. She's also a Senator at Florida A&M University. And I wanted Alexa -- I wanted to take this opportunity to just talk about some of the things we did in Tallahassee. And then I want Alexa to say hello and -- and let everybody know who she is, because she's also very special because she has ties to the City, as well.

Uh, this year we -- we did some great things in Tallahassee but we didn't do super great things. We got some money in the budget for the City but the, uh, Governor decided he wanted to veto our project. So what we'll do is next year we'll fight for it a little bit harder.

We made some changes to education. The Career and Professional Education Program has been coming -- has come back. We've got -- the high school diploma has changed a little bit so that those students who aren't college material -- as they say, everybody's not going to college -- can have a certification in a field or vocational certification that'll allow them to get jobs in another field.

At this point, I'll let Alexa speak because I'm pretty close to my three minutes.

CHAIRPERSON THOMAS: They -- they -- Mr. -- Mr. Jones tried to give you a few extra minutes but since we know who Miss Alexis [sic] is and we know how hard her father works here, we're gonna provide her a little privilege to say whatever she wants.

COUNCILPERSON J. DAVIS: Can Dad -- who -- I was just told who Daddy is.

CHAIRPERSON THOMAS: Benjamin Guy's. That's Ben Guy's -- that's Ben Guy's daughter.

COUNCILPERSON J. DAVIS: Yay.

ALEXA GUY: Right. Well -- well, good afternoon, everyone. As Rep Powell said, my name is Alexa Guy. I am a third year at Florida A&M University. I'm majoring in Elementary Education, as well as Psychology. And I'm in the Student Government Association as a Senator. This is my second time being elected.

So, um, also interning for Representative Powell in the session this past semester was really good. I had a great experience. I learned a lot about -- I learned a lot about how government works from a more broad spectrum. Because even though I am in the Student Government Association, a lot of things are very centered towards just the school. But I really learned a lot about how things work for a city, per se, or, you know, a state or whatever.

And it was a really great experience. I got to see Rep Powell advocate for legislation, as he should as a representative. And it was just a really great experience. So I want to thank him for that.

CHAIRPERSON THOMAS: Thank you, Miss Guy.

REPRESENTATIVE POWELL: Thank you, all, and thank you for coming to the opening of my office at 2715 N. Australian Avenue a couple weeks ago. And if anyone has any questions, you can always call my office and Tradrick will be there to answer the phones. Thank you.

CHAIRPERSON THOMAS: Thank you, Representative. We appreciate it. Thank you. Thank you. Good luck, Miss Guy.

ALEXA GUY: Thank you.

CHAIRPERSON THOMAS: Okay. I -- I know how he feels having his daughter be there. I'm a proud father, too. So that is -- that is -- that is excellent. Um, next up we're gonna have Miss Larson, who put the book back. Wasn't that nice of her? Good evening, Miss Larson. You have three minutes to make your comments.

BONNIE LARSON: Good evening. We're really saving money here now. One book. We used to at least have three. So I'm gonna give it my best shot. I take a lot of notes here.

CHAIRPERSON THOMAS: We'll get some more.

BONNIE LARSON: All right. Um, a couple of things on the consent agenda which I have a question about. And if I have questions, probably other people have questions

on it, also. I -- I assume everything on the consent agenda was agreed upon? Yes?

CHAIRPERSON THOMAS: For the -- yes, ma'am. We didn't have any items pulled.

BONNIE LARSON: Okay. Okay. Oh, I missed that part. All right. First thing, we have the meeting tonight listed on the web as a regular meeting. Now, this is the third Wednesday. So you kind of canceled the third Wednesday. So if it's gonna be a regular meeting, a regular meeting means you have it the same time, the same date every month. If you have your regular meeting now only on the first Wednesday and then you save the third for something else, then this meeting tonight is a special meeting or it -- it's gotta be called something else. Can't be called a regular meeting unless it's every third Wednesday.

There were several things that were canceled tonight: Investment Policy, Debt Management Policy, Municipal Debt Arbitrage. I don't even know what arbitrage is but I'll look that up. Anyway, those things were canceled. Now, my question -- my point is, if things are on the agenda, they should be ready, set, go before they get printed on the agenda, because now these things have been canceled with no explanation as to why they were canceled. So let's be prepared. And if it's not ready to go on the agenda, don't put it on the agenda.

The ambulance transport fee, that went up. I read it and I don't quite understand it. I think a lot of people would be interested in this. They had some initials there, BLS, ALS-1, ALS-2. Um, there was no explanation as to what ALS-2 is but the fees went up quite a bit. Your basic transport, $450 was what it used to be. Now it's going up to 700. ALSI, advanced life support, which sounds more complicated, that's still the 450. Now, it's 700. The ALS-2, don't have any idea what that is, and I didn't get what it was from reading the documents. It's up to 750. Mileage went from $8 -- it doesn't say but I'm thinking is that $8 a mile? Probably. And it's now up to $12. Immobilization fee, no idea what that is. That stayed at $20. So people, we're in a recession here. And going from $450 up to $700, you know, people are in need of transport. People need to go to the hospital. So you look at North Palm Beach, they're charging $495. So I'm reading this and not to be funny, but I'm thinking, if I'm having a heart attack or something, I'm gonna suggest somebody to cross over the North Palm Beach line 'cause it's only gonna cost them 495 there. At Riviera Beach it's gonna cost 700. The City of Palm Beach, $530. So wherever you go, it's cheaper than in Riviera Beach.

The 2601 building, you're paying -- there's money coming in for that. I thought the $33,000 relocation was the total relocation. Now I understand that it's double that at 66. 33 is what they want Riviera Beach to pay. And why are we paying the owner? He doesn't -- he doesn't have an office here. Why are we also paying the owner of that building? Thank you.

CHAIRPERSON THOMAS: Okay. Um, Miss Larson, you said quite a bit there. I'm not sure as to what are you speaking of. But in terms of the fire stuff, Chief Perry is probably somewhere right outside. If you want Chief Perry to -- to talk with you, we can --

BONNIE LARSON: No. I want everybody to know.

CHAIRPERSON THOMAS: Okay. But we're going to make sure that you get it now and we'll -- we'll pull that. So Chief Perry, please see Miss Larson and explain -- I know basic life support and advanced life support but the other issues that you, um, were speaking about, I'm not sure of, um, your question. Okay. And is this the last comment card?

CITY CLERK WARD: That's the last.

CHAIRPERSON THOMAS: Okay. Last but certainly not least, Miss Mary Brabham. Is she still here?

MARY BRABHAM: Yeah, I'm back here.

CHAIRPERSON THOMAS: Yes, she -- come on up, Miss Brabham.

MARY BRABHAM: Good afternoon -- good evening, rather.

CHAIRPERSON THOMAS: Good afternoon. Good afternoon.

MARY BRABHAM: Miss Mary Brabham, Riviera Beach. Uh, hats off to Alexis Guy. Well done. We can be agreeable as well as disagreeable. I sat here, heard comments about Miss Jones' contract.

To those who do not know, our previous manager, he earned $210,000 per year here. He also received all of the benefits, disability, pension. You name it, Bill got it. And when he was dismissed from here with the contract -- the previous contract that was in place, we advocated for him to get every penny that he deserved.

Your manager contracts. That's the representative's duties way before the contract even comes out to the general public. But as a united board, you all should be in agreeance. Whatever differences aside, bars that you all may have, it doesn't look nice in front of -- of the general public. So as leaders and officials, you all -- Miss Jones works at your discretion. She works at your discretion. So when these things comes out like this, it shows the lackness [sic] in the governing body because Miss Jones cannot do anything unless the board authorizes her to do that.

It is a lot of projects that are in the pipeline in this city here that has to be stabilized. See, you can't get anywhere without structure and you must have structure. If it's something that's out of the norm or ordinary with Miss Jones, you all take care of that. But obviously she must be doing a good job because you all are side-barring. You all are side-barring. You're wavering in your decision.

But like I said, Bill Wilkins got $210,000 per year. Now, if anyone doesn't believe that, look up -- that's including all of his services, everything, you know, that was -- that was beneficial toward Bill. Now, if I'm incorrect, someone please correct me.

Also, too, even with Miss Jones, it's okay to give her a raise. It's okay to give her a raise. Also, too, the employees, I want them off of furlough. I want them to get some type of incentive. They have gone on for years without one. So my request, to give the employees also some incentives also, as well as Miss Jones. Because for a lot of these residents, it is a lot at stake here for this city here. And you need -- you need somebody on board.

CHAIRPERSON THOMAS: Miss Brabham?

MARY BRABHAM: Somebody on board to help navigate what is already there. You're changing ships in the middle of the wheel and you're gonna -- and you're gonna sink.

CHAIRPERSON THOMAS: Miss -- Miss Brabham -- Miss -- Miss -- thank you, Miss Brabham.

MARY BRABHAM: Thank you.

CHAIRPERSON THOMAS: Thank you for your comments. Thank you very much for your comments. That brings us to the end of Public Comment.

CITY ATTORNEY RYAN: Mr. Chair?

CHAIRPERSON THOMAS: Miss Ryan?

CITY ATTORNEY RYAN: Did you want me to speak on the Susan Bucher issue at this point or in -- during my comments.

CHAIRPERSON THOMAS: Let's to it under your comments.

CITY ATTORNEY RYAN: Absolutely.

CHAIRPERSON THOMAS: Let's do it under your comments so we can kind of keep the meeting moving. We're moving a lot faster than I thought we would. So we're going now to item 23.

CITY CLERK WARD: Resolution 87-13, a resolution of the City Council of the City of Riviera, Palm Beach County, Florida, setting the millage rate for fiscal year 2013 through 2014 at a rate of 8.9980 mills and providing an effective date.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON GUYTON: Second.

CHAIRPERSON THOMAS: Been properly moved and second. Do we have any public comment cards in this?

CITY CLERK WARD: Yes, one.

CHAIRPERSON THOMAS: Okay. Miss Brabham, we're gonna welcome you back to

the podium and you're gonna have three minutes and I really want you to concentrate on the three-minute mark --

MARY BRABHAM: Okay. I'll -- I'll try real hard.

CHAIRPERSON THOMAS: -- to make your comments. Yes, ma'am.

MARY BRABHAM: I'll try. I'll try real hard.

CHAIRPERSON THOMAS: Yes, ma'am. Welcome back. Three minutes to make your comments.

MARY BRABHAM: Uh, Mary Brabham, Riviera Beach. Um, just to -- just to say about the millage rate, uh, piggybacking on something that I said with the millage rate, I want also the police department. Now, I know a comment was made about the police department, but let me tell you what Miss Brabham feels about the police department as far as -- as our safety guarding this city here. We never can be lawless. Never. And the police department deserves an incentive raise, also.

When we filled out -- I think it was in 2008 or maybe 2010 with the fire department, their incentives from what I can remember -- and if -- if I'm incorrect, you can correct me -- it was based into their pay base. So we said that they deserve that what they did receive. Now it's other entities that is in this city here that needs that raise, also. We cannot expect to get good police officers in here with the pay that we pay them. When we -- when we eat peanuts, if we just eat the shell without the peanut, we're not backing with -- we're not eating anything. And we can't not eat peanuts without the peanuts.

So I'm -- I'm hoping -- and this millage rate as far as a governing board, that you all find some incentives -- and I'm going back to what I previously said -- with the employees, the fire -- uh, your police department. And if the fire department, if you all can work something out there, but our police -- our police department and the employees now do deserve something.

So as previously as I said, Miss Jones deserves something, also. So let's get on an even-level playing field. We may not can please everyone with the -- with -- with the ratio of what they want or what they deserve, but it's meeting of the -- it's -- it's coming together, meeting of the minds.

Miss Jones did agree -- Miss Jones did agree, I think, 5 percent or 3 percent. So that -- so that shows, too, that she's willing to work as a leader of this city here. And I'm sure you all will make the sound decisions and the sound judgments to try to do what is best and right in the interest of this city. And as far as the projects are concerned in this city here, yes, I do want this city to move forward.

Just looking at Alexis Guy here and with all of the other young adults, we need them to come back to a built-up city with a sound base foundation. This is what Riviera Beach should be about, as far as my point of view. And I'm sure I -- I share this same sentiment with a lot of the residents. This place must be built up. It has to be built up.

Thank you.

CHAIRPERSON THOMAS: Thank you, Miss Brabham, and you did excellent with your time. We appreciate that. Thank you very much. Okay. Are there any additional comments from the board reference item 23?

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Miss Pardo?

CHAIR PRO-TEM PARDO: I think we, you know, owe it to the viewers to let them know what this is about. We're setting the millage rate. Right now we can't go higher than 8.998 mills. And there is a possibility once we get into budget that it could go down.

CHAIRPERSON THOMAS: Exactly.

CHAIR PRO-TEM PARDO: But what we're doing right now is we're just setting it preliminarily.

CHAIRPERSON THOMAS: Yes, ma'am.

CHAIR PRO-TEM PARDO: Okay.

CHAIRPERSON THOMAS: Any other questions from the board? Hearing none, call the question, please, Madam Clerk.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Councilperson Terence Davis? Councilperson Bruce Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Pro-Tem Dawn Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

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

CHAIRPERSON THOMAS: Okay. Item 24.

CITY CLERK WARD: Resolution 88-13, a resolution of the City Council of the City of Riviera, Palm Beach County, Florida, awarding Architect Design Group as the top-

ranking firm responding to request for qualifications, number 389-13, for professional architect and design services for development of design specification, construction document, related services, for a new public works -- safety/public works complex and various improvements to existing buildings located at 1481 15th Street, Riviera Beach, Florida; authorizing the Mayor and City Clerk to execute the contract in the amount of 581,989, authorizing the City Manager to approve change orders up to 10 percent and providing an effective date.

CHAIRPERSON THOMAS: Is there a motion?

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON J. DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. I have a few comment cards. First up, I think I see Miss Brown. Miss Brown? She's right there. Good evening, Miss Brown. We marked it perfectly for you. You have three minutes to make your comments.

BESSIE BROWN: Thank you.

CHAIRPERSON THOMAS: You're welcome.

BESSIE BROWN: At this time I just would like to read a statement that I thought was the harshest thing in the world. And it's on our new Riviera Beach paper. It says, "Before long, the municipal complex on Blue Heron Boulevard will be gone. Within two years, the headquarters for police, fire and public works will all be in a new 13 million, uh, home on 15th Street and eventually City Hall, the library and Fire Station 1 will be relocated elsewhere."

I just -- you know, I just thought that was so, you know -- I didn't appreciate it. And, uh, I think that's disrespectful to the citizens because we specifically have asked about information on this project when it was first -- we were first given an opportunity to speak on it.

CHAIRPERSON THOMAS: Excuse me. Can I have a copy of that, please, that you just read from?

BESSIE BROWN: (Nods head).

CHAIRPERSON THOMAS: We'll get it back to you.

COUNCILPERSON J. DAVIS: That's the newsletter.

BESSIE BROWN: That's the new newsletter.

UNIDENTIFIED SPEAKER: (Unintelligible).

CHAIRPERSON THOMAS: Okay. I'm sorry. Go ahead. I don't want to take your time. It just caught me off guard. Go -- go ahead.

BESSIE BROWN: Okay. Now -- now, that -- my thing is that I'm so -- you know, I -- I really am, you know, upset about the way it was written. Plus, I see that you all are here -- this -- this item, we're gonna pay $581,989 for specs, you know, for architectural designs, for services and design specifications.

Well, I think that it was already -- specs were already done for the City -- the police department previously in the place where it should have -- where it was supposed to be, where it was originally. And then there was new specs also done in Public Works for their -- for their project to be built. I'm gonna ask the question. I'd just like to know how much did both of those specifications cost that we've already done and now we've changed everything in the middle of the stream and we're over on 15th Street? Can anybody answer that?

CHAIRPERSON THOMAS: We'll try to get the answer for you. But go ahead on -- while I have somebody looking that up. Somebody please try to find that information.

BESSIE BROWN: And currently I'd like to say last but not least, we need to keep all of this stuff in one area, because this is such a -- it causes such a disadvantage to the citizens in Riviera Beach. That's the reason all of these things were put here in the first place when we move -- moved here in 1987.

CHAIRPERSON THOMAS: Thank you very much for your comments. While someone's trying to get that information for Miss Brown, just -- just take it to her in the audience, whoever is getting it, somebody from Finance, I'm assuming. Um, next up will be Miss Bonnie Larson. Miss Bonnie Larson. Welcome back. You have three minutes to make your comments.

BONNIE LARSON: I'm giving the gentleman sitting next to me quite a bit of exercise tonight. I had a question, also. My question was the same as Miss Brown's. Basically was that many years ago now we talked about rebuilding that Public Works complex. And -- and at one point it was so bad that a councilperson said, you know, We're lucky the health department doesn't shut us down because of conditions over there. It was so bad. Plans were made. A lot of money was spent, um, re-designing that building. And so my question is the same as Miss Brown's: What -- what -- what became of all that money that we spent for all those plans? Where is that money now and how much was it?

The other thing was, all right, Public Safety, is that scheduled to move into a building that's existing on that property or are you talking about building something entirely new out there for Public Works?

Uh, the -- oh, the -- and my last thing -- I'll make it short tonight -- and my last thing is I talked about City Hall moving out there to 15th Street and I was told many, many times, Miss Larson, don't spread rumors. We're not talking about moving City Hall out there. Well, apparently -- I don't have a newsletter, but apparently right there it is. They're

moving City Hall at some point.

So, you know, we wanna be able to trust the council. And if they tell us things, we want to be able to believe what they're saying.

UNIDENTIFIED SPEAKER: Yeah.

BONNIE LARSON: Just like eminent domain. They said to us, Don't worry. We're not taking it by eminent domain. Then all of a sudden, next thing you know, when that fell through, the CRA director said, Well, you know, I have to have a whole new plan now because the whole plan was based on taking eminent domain, taking it by eminent domain. And like I said, I said that I believed the plan was to move City Hall out there. And I was told many times from the council that is incorrect.

And now it's in print in the Riviera Beach newspaper. They want the City Hall to move out there. It's very inconvenient. How will people even get out there? In my opinion, maybe somebody wants this property. Why are we moving out there? Why would we move out there? People will not even be able to get to the City Hall. We have people who don't drive. There's no bus service out there.

When was that decided? That's a major decision. I think that should have been up -- something on the ballot. I think that should have been up for a community vote, 'cause it's gonna affect every single person in this city. So how did that decision get made and when was it made and when was it voted upon by the council? Thank you. And also --

CHAIRPERSON THOMAS: Thank you.

BONNIE LARSON: -- when he comes back with the figures for the, um, Public Works, I think everybody should know that. I don't want -- when I ask a question here, I don't want to know it personally. I want everybody to know 'cause then everybody's gonna stop me on the streets and say, Well, what'd you find out about that? No. Everybody needs to know about the transportation, let's say, for the, um, fire department, if you have to get transported to the hospital. That's an important thing. I want everybody to know the answer to that.

CHAIRPERSON THOMAS: Okay.

BONNIE LARSON: So when he gets the answer --

CHAIRPERSON THOMAS: Gotcha.

BONNIE LARSON: -- if he could come to the podium and say the answer, thank you.

CHAIRPERSON THOMAS: We'll -- we'll work on that.

BONNIE LARSON: And also, this money, where did this money go?

CHAIRPERSON THOMAS: Thank you. Thank -- thank you, Miss Larson, for your

comments. Um, let me just say to you now, in no uncertain terms, I don't know how that got out. It will be a problem because that is absolutely not true. City Hall is absolutely not moving. I am not supporting that. That's not happening. I don't know how that got out but I'm gonna get some clarification of that in just a minute, as soon as we finish this item. I -- I saw that. I'm having somebody bring me a copy of it now. As a matter of fact, Jameer, bring me a copy of that, please, ma'am.

And, uh, last is Mr. Fane Lozman. Okay. Um, Mr. Fane Lozman, we're going once, we're going twice --

COUNCILPERSON J. DAVIS: He's gone.

CHAIRPERSON THOMAS: Mr. Lozman? We -- we're gone. All right. Um, any other additional questions or concerns on this item from the board?

COUNCILPERSON T. DAVIS: Yes.

CHAIRPERSON THOMAS: We -- we're gonna discuss it after this item, Miss Jones.

CITY MANAGER JONES: Okay.

CHAIRPERSON THOMAS: Any -- any questions on it? Hearing none --

MAYOR MASTERS: I have something.

CHAIRPERSON THOMAS: Okay. Well, I -- I'm asking so I didn't hear you comment. Go ahead, Mr. -- Mr. Mayor.

MAYOR MASTERS: I guess I'll direct my questions to the manager. Madam Manager, um, according to number 24 --

CITY MANAGER JONES: According to what, sir? I couldn't hear you.

MAYOR MASTERS: To the agenda.

CHAIRPERSON THOMAS: Speak into the mike, please, sir.

MAYOR MASTERS: I'm sorry. They -- they didn't cut my mike off, did they?

UNIDENTIFIED SPEAKER: No.

MAYOR MASTERS: Okay. According to the resolution before us, um, there's something in here that says that this money will not just only be used for -- to draw these plans -- we're talking about drawing plans, $581,000 to draw plans, 989.

But my question -- it says the improvement, "And there is improvements to existing buildings." But I was under the impression that the -- the people there now were gonna take care of any improvements. Is that -- can you help me with that?

CITY MANAGER JONES: What you have is the, um, contract for the design of the complex. And that includes the facility for Public Works, police, fire and EOC. Um, the former owner was never going to do our renovation and our construction. That was always going to be on us.

MAYOR MASTERS: Okay. Um, also, as you know, there is a pending referendum that will be on the next ballot whenever our Elections Supervisor says that it can be. And I'm hearing March. But when -- when do we take possession of the building? Is that in May?

CITY MANAGER JONES: We already own the building. We are actually able to occupy the building May of '14.

MAYOR MASTERS: Okay. If -- if, in fact, that's going to happen in May, um, but then that -- in May, won't there -- is that when we start the -- the build -- the build-out at the warehouse?

CITY MANAGER JONES: Yes.

MAYOR MASTERS: Okay. And if, in fact, the referendum is on the ballot in March --

UNIDENTIFIED SPEAKER: Speak in the mike.

MAYOR MASTERS: If in fact, if the referendum is in -- on the ballot in March, is there any particular reason why this cannot -- why do we have to draw the plans now in something that the public may or may not, uh, approve for the police here to be moved over to the 15th Street site, as well as the administration of the Fire Station number 1 and as well as the closing of Fire Station number 2 on Blue Heron next to Barracuda Bay, which will be moved -- closed and moved to the 15th Street site?

Is there any reason why these plans that we basically can't do anything with until May anyway be -- is there any reason why we need to make that happen now before March of the referendum?

CITY MANAGER JONES: Yes, sir.

COUNCILPERSON GUYTON: Mr. Chair?

CITY MANAGER JONES: The first reason being that this body, the elected body made a decision. And the administration is moving forward with the, uh, decision that was made by that -- by the body, the elected body, in that vote and that decision. Until there is a change in that, either by this council or by the residents, you have to continue moving. You lose time. You lose momentum. Cost for supplies go up.

So that's why if you -- in order for us to meet our timetable, to begin construction in May, we have to first design it, get that construction contract, that opportunity on the street. So you have a lot of things that need to take place, and you really cannot afford to lose time 'cause then you're losing ground.

MAYOR MASTERS: Okay. Thank you, Madam Chair. I'd just make my final comment just for --

CHAIRPERSON THOMAS: Please speak into the mike Mayor.

MAYOR MASTERS: I -- I'm trying. I -- I'm trying.

CHAIRPERSON THOMAS: Okay. I can hear you better.

MAYOR MASTERS: Um, just for the record, just for your reflection, we have thousands of signatures of registered voters of the City of Riviera Beach that, uh, certainly it's not in favor of anything moving from this campus, period. Um, and just for the record, I'm gonna ask this council, which I already know the answer -- it's gonna be no. But I'm -- I need to put it on the record -- to ask this council not to spend any more of the taxpayers' money, period, until this, um, resolution can be resolved by the people, because after all, government at its best is always by the people, for the people and of the people. And I understand that the decision was made by a previous council, which two of the members who made that decision is no longer here.

So I think that in light of that, we ought to just wait and let the people decide. And from what I can tell you is, Madam Chair [sic], in moving around this community, that the people prefer for everything to stay here. I was told -- and I'm finishing -- by a top administrator that it was a plan or the plan to look at moving City Hall to Broadway, to 23rd Street. I mean, on Broad -- yeah, on Broadway and 23rd, I think, and Broadway. That would help economic development for the new downtown area. Well, if that's the case, I think we ought to look at development on the uptown, up over here where we are, and not downtown. Thank you, Madam Chair.

CHAIRPERSON THOMAS: Um, I'm Mr. Chair. I am a man.

MAYOR MASTERS: I -- I'm sorry. I don't want to make that mistake.

CHAIRPERSON THOMAS: Yeah, you did that twice. I didn't know if you was doing that on purpose or not.

MAYOR MASTERS: Well, you got a lot of hair so I didn't, you know --

CHAIRPERSON THOMAS: I'll get you. But I'm still a man, 100 percent. Mr. Guyton, you were next.

COUNCILPERSON GUYTON: Um, thank you, Mr. Chair. I would like to address just a couple of things. I'm gonna deal with this issue under my comments, but since the Mayor brought it up now, I -- I think that it needs to be addressed now. He wanted to know why we're moving forward right now. Miss Jones briefly addressed it, but that referendum is not a city-sanctioned referendum.

I do not support it. I do not encourage others to sign that petition. She has her instructions. Staff have their instructions. And -- and I think it's unprecedented that the

Mayor knew that this council voted to move forward. And instead of doing what most elected officials do, even though they lose a debate on the dais, they don't go out into our community and seek to divide our community with a referendum knowing that the council has already voted to approve it. So in essence, he's going to undermine the decision of this council who's already made a decision and who's already paid $6.6 million that we cannot get back.

So if -- if the residents were to support that referendum, it would put all of that money in jeopardy. We can't get that money back now. So we can't use that money and come over here and build on this site. I'm going to discuss, in my closing comments, why I think it is a good idea. But the Mayor's petition is not one that this council has sanctioned. And I do not support it. And I'll continue my comments under my closing comments.

CHAIRPERSON THOMAS: Thank you. Any other comments on this particular item?

COUNCILPERSON T. DAVIS: Yes, sir.

CHAIRPERSON THOMAS: Mr. T. Davis.

COUNCILPERSON T. DAVIS: Thank you. I have a question for, um -- for staff. Is it in our budget to do that building effectively? The way that these designs are talking with the -- the complete project? Is it in our budget?

CITY MANAGER JONES: The money that we have available for this project is in the capital budget. And the contractor, which you're acting on now, will be given their guidelines to work within the scope and within the dollars that we have.

COUNCILPERSON T. DAVIS: So my question is this here: When I hear "work with our budget," I don't want no one coming to our city and giving us a half-done job based on money. I want a full, complete project. We're talking about moving the fire department over there. I sat through and I watched a few of those presentations. Actually, I watched every last one of them. And I sat in the corner by myself away from everyone and I just really wanted to watch what people's visions was, these professionals who come into our city. And I watched staff ask some questions.

Okay? And there were some questions there with that budget. Okay? The City of -- the residents of Riviera Beach -- now, before I got elected I was just a regular resident. And as a resident, you ask questions. You don't want to be too reactive; you want to be proactive. Now, we have a council that is proactive, but make sure when you're proactive as a council, as we are now, make sure we're bringing the community along with us.

That's what's important. Now, there's going to be some times where we disagree as a family, as a community. But we know we're moving together. We can work things out. A lot of people had a lot of questions about do I support the referendum. I support the residents. If the residents want to have a right to say if they want to keep it or they want to go the other direction, I think they have that right to voice that opinion. That's it. I'm

not going to support this yet until the residents say how they truly feel.

If they want it, I'm going to make -- make sure that I support their taxpayer dollars in the direction they want to go. Now, I didn't -- I didn't have nothing to do with it before so now I'm going to continue to focus on what the residents wanted. If they want to keep move this -- with this project, I'm gonna support that. If they go against it on the referendum, then we have to do our due diligence to work upon that. That's how I feel.

CHAIRPERSON THOMAS: Thank you. Any other questions/concerns on this item? Hearing none, Madam Clerk, please call the question.

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: No.

CITY CLERK WARD: Councilperson Bruce Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Pro-Tem Dawn Pardo?

CHAIRPERSON THOMAS: She's out.

CITY CLERK WARD: She's out? Chair Thomas?

CHAIRPERSON THOMAS: Yes.

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

COUNCILPERSON J. DAVIS: Councilman Davis.

CHAIRPERSON THOMAS: Councilman Davis, yeah. T. Davis dissenting. Okay.

COUNCILPERSON J. DAVIS: Okay. Mr. Chair?

CITY CLERK WARD: I said Councilman Davis.

CHAIRPERSON THOMAS: Yeah, we got it. We corrected it.

COUNCILPERSON J. DAVIS: Oh, I thought you said Councilperson.

CHAIRPERSON THOMAS: Councilperson T. Davis dissenting.

COUNCILPERSON T. DAVIS: Terence T. Davis.

COUNCILPERSON GUYTON: Mr. Chair?

COUNCILPERSON J. DAVIS: Uh, Mr. Chair?

COUNCILPERSON GUYTON: Oh, (unintelligible).

CITY CLERK WARD: Mr. Chair?

CHAIRPERSON THOMAS: Oh, okay. Hold on. Let me try to get everybody first. All right. Miss -- Miss -- Miss Ward, I haven't heard you all night.

CITY CLERK WARD: Thank you.

CHAIRPERSON THOMAS: So let's take you first.

CITY CLERK WARD: May I just, um, say something?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: As far as I keep hearing, we're talking about a referendum election. The council has not authorized -- before we can move forward with any type of election, our next -- the City next scheduled election is March 2015. And that's what the voters voted for.

CHAIRPERSON THOMAS: Yes. Yes, ma'am.

CITY CLERK WARD: Now, if there's going to be a special election, if there's going to be a referendum election, it has to come before the City Council first.

CHAIRPERSON THOMAS: Yes, ma'am.

CITY CLERK WARD: And then I have to receive authorization to move forward with it. And so far that has not happened. I don't know if it's happening. And I would prefer people not dealing with saying referendum election. You have not scheduled one. Now, there's absolutely nothing wrong with a person deciding that they want to go out, collect signatures reference a petition. But make sure that it's clearly stated; it's stated that way. And we have guidelines, policies and procedures to follow in preparation for any type of referendum election. So please keep that in mind.

CHAIRPERSON THOMAS: Miss Ward, thank you. I -- uh, as a matter of fact, I'm glad that you shared that light. Um, because I think that it is out in the community that it's automatically gonna be an election in -- in March. And I'm glad that -- that you -- that you shared that light. And I'm -- I'm just happy that we got some clarification on that. I think I heard Miss -- Mrs. Davis -- Miss Davis first.

COUNCILPERSON J. DAVIS: Okay. And just to add on to what Miss Ward said, um, even if there is not a special election, um, I -- there's -- there's a possibility that the language could be added in March. Is that -- I mean, the -- that his initiative can be

added in March? I think that -- that just needs --

CITY CLERK WARD: March 2015?

COUNCILPERSON J. DAVIS: 20 -- oh, that's right. Okay.

CITY CLERK WARD: The next -- that's the next city-scheduled election.

COUNCILPERSON J. DAVIS: Okay. Gotcha.

CITY CLERK WARD: 'Cause we went for a three-year term.

COUNCILPERSON J. DAVIS: Okay.

CITY CLERK WARD: When you (unintelligible).

COUNCILPERSON J. DAVIS: All right. Um, and that leads me to my initial question. Um, now, I know that in the past, um, when this issue has come up, there was a -- an item that needed to be signed by the Mayor who refused to sign and Miss Jones had to bring it back to the board for us to authorize her to sign.

So now I'm -- I -- I pulled a copy of the charter. And in section -- Article 2, Government, Section 14, it reads that, "Upon final passage and approval of an ordinance --" now, this is a -- what is this? A resolution?

CITY MANAGER JONES: Contract.

COUNCILPERSON J. DAVIS: This is a contract.

CITY MANAGER JONES: With a resolution.

COUNCILPERSON J. DAVIS: Okay. So it doesn't apply to it, a resolution. Okay. So this applies only to an ordinance. So my question is, um, do we need to go ahead and take action at this point in time to, uh, authorize -- if the Mayor does not sign this, if it is approved? It has been approved. Since it's being -- been approved and the Mayor does not want to sign it, um, do we need to put a motion on the floor now giving the City Manager authority to sign, um, on his behalf?

COUNCILPERSON GUYTON: Now, Mr. Chair?

COUNCILPERSON J. DAVIS: Or in his stead?

CHAIRPERSON THOMAS: Okay. Hold on. Let me -- let me get the attorney to get in on this. Um, Miss Ryan, I didn't know that we had issues about it. But Miss -- Miss Davis put something on the floor, um, in -- in case the Mayor does not want to sign this.

CITY ATTORNEY RYAN: Okay. Um, I think what Miss Davis is referring to is the, um, past documents --

COUNCILPERSON J. DAVIS: Yeah.

CITY ATTORNEY RYAN: -- concerning the purchase of this facility.

COUNCILPERSON J. DAVIS: Right.

CITY ATTORNEY RYAN: The Mayor would not sign the documents and, um, I -- I'm not sure if the City Council authorized the chairperson to sign. I think the charter says that -- and you have the wrong section of that.

COUNCILPERSON J. DAVIS: Right.

CITY ATTORNEY RYAN: But I don't have the charter in front of me.

COUNCILPERSON J. DAVIS: I knew I read it somewhere.

CITY ATTORNEY RYAN: But there's a charter provision that says in the absence of the, um -- the mayor, that the city -- the chairperson can sign in his absence. So I believe that we had Miss Brooks sign it the last time with these documents concerning this particular piece of property. So, uh, I think what you're saying, Miss Davis, is that if the Mayor refuses to sign these documents -- and I haven't heard him say that he's refusing to do that.

COUNCILPERSON J. DAVIS: I'm --

CITY ATTORNEY RYAN: But if he does not sign the documents that I -- I prefer that you, um, make a motion that it will be the chairperson who signs --

COUNCILPERSON J. DAVIS: All right. That's fine. I just want --

CITY ATTORNEY RYAN: -- in the -- the Mayor's absence.

COUNCILPERSON J. DAVIS: -- I just want to put it here now so that she doesn't have to bring it back, if that is the case.

CITY ATTORNEY RYAN: Then I would suggest a motion.

COUNCILPERSON J. DAVIS: Okay.

CITY ATTORNEY RYAN: I'm not sure how we did it the last time but that would be the -- the appropriate way to do that.

COUNCILPERSON J. DAVIS: Okay. Well, I move that we give the, um --

CITY CLERK WARD: Miss Davis? Mr. Chair?

COUNCILPERSON J. DAVIS: Oh, you haven't --

CHAIRPERSON THOMAS: Yeah. Hold on one second. Miss Davis, I'm gonna

interrupt your motion just this one time in case Miss --

COUNCILPERSON J. DAVIS: Okay.

CHAIRPERSON THOMAS: -- Ward had something to add.

CITY CLERK WARD: Right.

CHAIRPERSON THOMAS: Miss Ward?

CITY CLERK WARD: Thank you. Thank you, Mr. Chair. Uh, I just wanna make sure that, uh, you understand the difference in absent. What that means is that the Mayor is absent, away. There's a difference. So perhaps when you state your motion, Mrs. Davis, you want to state it in a different way. What you said at first --

COUNCILPERSON J. DAVIS: Okay. Refuses.

CITY CLERK WARD: You remember --

COUNCILPERSON J. DAVIS: Uh-huh.

CITY CLERK WARD: -- what you said?

COUNCILPERSON J. DAVIS: Uh-huh.

CITY CLERK WARD: Yeah.

COUNCILPERSON GUYTON: Yeah, refuses, yeah.

CITY CLERK WARD: Okay. Right. If he refuses.

COUNCILPERSON J. DAVIS: Okay. Okay. My motion --

COUNCILPERSON GUYTON: And -- and, wait -- and before you make your motion, Mr. Chair, I just want to --

CHAIRPERSON THOMAS: Mr. -- Mr. Guyton?

COUNCILPERSON GUYTON: -- make a comment. I would like to suggest that it's time-specific, that if he doesn't sign by a certain time -- I would say a Friday 'cause the paperwork is ready tonight, isn't it? It's ready to sign. But if he refuses to sign and doesn't sign it by end of business Friday, the Chair would have the authority to sign. We can't wait weeks. We can't wait months. And the paperwork is here tonight. He can do it tonight. So if he refuses, let's give him a time certain and we move forward. This city needs to move forward. He's been holding up progress and we need to deal with it.

CHAIRPERSON THOMAS: Okay. Miss Davis?

COUNCILPERSON J. DAVIS: My motion is to give authority to the City -- I'm -- I'm sorry, to the council chairperson to sign this document in the event the Mayor refuses to sign, and by Friday of this week, close of business on Friday.

COUNCILPERSON GUYTON: I second.

CHAIRPERSON THOMAS: Okay. It's been properly moved and second. Questions, discussion? Hearing none, seeing none, Madam Clerk, please call the question.

CITY CLERK WARD: Councilperson Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: No.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON J. DAVIS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

CITY CLERK WARD: That vote passed with Councilperson T. Davis -- Davis dissenting.

CHAIRPERSON THOMAS: Okay. Before we get to this news -- this -- the -- the newsletter, we have one more order of business. And these ladies have been waiting so patiently. So we're gonna go ahead and take this last order of business and then we'll continue on. Item 25, please, Madam Clerk.

CITY CLERK WARD: Resolution 89-13, a resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, directing the staff to amend the application, procedure and fees associated with processing large family child home care, including waivering [sic] site plan application fees, special exception fees and advertising fees for a one-year period and establishing new language allowing for large family childcare home applicants to share application costs after the one-year period expires and providing an effective date.

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON J. DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Um, I'll take -- well, before I start taking any comment cards, I'll give, um, some history on this. A couple of years ago -- I believe it's two almost to the -- to the year, at least -- um, the City of Riviera Beach got a -- got a call -- well, I got a call from a group of ladies who had heard about House Bill 1040. And we met and I often talk about the -- the cold Pepsis that was in the house when we -- when we met.

And, um, they instructed me and they educated me on House Bill 1040 and we took it which meant that you can increase the number of, um, children that you can have in your large family daycare center, large family center, from -- it was five to -- from six to 12. Um, and we were the only city at that time that had an interest in doing it. The State -- the State, uh, you know, passed the bill and no other city had done it. So we went on about a year's campaign to get it done and the council supported it and we got it.

What we did at that particular time was we waived the fees for a year. But part of the process to being able to have one of these, you had to have at least two years experience. So a lot of the business owners did not have an opportunity to partake in that. And by being such a small business, the $4,500 fee was -- was kind of taxing on a business that was -- that was that size. So, um, the -- another group of individuals came and said, Hey, listen. We finally got, you know, our -- our experience and we're just wondering if you can provide some relief for that hardship.

And initially I was, you know, saying that, you know, we did it one time but a lot of them couldn't partake of it because they did not have the experience -- the two-year guidelines in order to participate. At this point it gives them the two-year guideline, so we're -- we're asking for that again.

Um, with that brief backup, I'll take the comment cards. And if anybody have any questions, we'll definitely answer them, and Community Development is standing ready, too. Let's take Miss Bonnie Larson. He's gone now, so he doesn't have to -- yeah, good evening, Miss Larson. You have three minutes to make your comments.

BONNIE LARSON: I saved him from going to the gym this week. Anyway, the ladies behind me are saying it's House Bill number 45 so I don't know if it's 40 or 45.

CHAIRPERSON THOMAS: 1040 --

BONNIE LARSON: They're saying -- they're saying 45 in the back.

CHAIRPERSON THOMAS: Yes. House Bill --

UNIDENTIFIED SPEAKER: It's 1040.

CHAIRPERSON THOMAS: -- 1045.

BONNIE LARSON: Okay. I thought you said 40. Okay.

CHAIRPERSON THOMAS: I probably did.

BONNIE LARSON: All right. So just for the record. All right. So now this says here -- I don't have the book but it says here, "Associated with --" okay. So my -- my question is just why. We're waiving the site plan application fees, special exception fees and advertising fees for a one-year period and establishing a new allowance -- new language allowance for large family childcare to share application costs after the one-year period expires.

So let's put some dates in this. Let's not just say one year. Let -- let's put specific dates in here. And my question is why -- why do we set up fees and then now we're waiving them and then, you know, we're extending the, um, application -- we're extending it for another year. It's just kind of confusing. What, is this gonna go on and on forever or when is the cutoff date for this and why did we set up specific fees and now we're -- we're backtracking on everything?

CHAIRPERSON THOMAS: Okay.

BONNIE LARSON: Why are some people getting it? So I -- I hear what you're saying about the two-year experience.

CHAIRPERSON THOMAS: Uh-huh.

BONNIE LARSON: But it -- it keeps saying extending it for another one-year period. So I mean, how long are we gonna do this? Because the next group is gonna come along and say, Well, I don't have two years and they got -- they got reduced fees, so why don't I get it? Why aren't -- so why don't we set a specific drop-dead date, so to say, and then, you know -- so that this doesn't go on forever? Thank you.

CHAIRPERSON THOMAS: Miss Larson, that was actually a great question. Um, because of the sunrise of this particular pilot project that we were doing, the only reason why I'm recommending this again is because of the two years is just coming. So this allows them sort of like a new start date for the individuals who could not participate even though some of those individuals who initially brought this were not allowed to participate because of the two-year experience. So this gives them the two years. So it's one year from the date that if and when this is approved, they have that.

The second part of that, which I did not discuss, so you brought that up, is I put in there for them to be able to share the costs. So if two or three of these companies are coming in to do this, we gotta do it one time. So I'm -- I'm asking that we allow them to share that $4,500 cost with the ones that are coming in at that same time to -- to -- to apply for it at that same time. So I -- I hope that happened. If not, we'll try to -- I hope you understood that. If not we'll continue to, uh, get you information on it as we always try to do.

Next up, we'll have Diana Rhodes from Grandma's Love family daycare. Good evening. You have three minutes to make your comments.

MARTINA WEMBLEY: Hi. I'm Martina Wembley [phonetic]. Um, I'm a large family childcare provider. This is Diana Rhodes, Andrea Frith [phonetic], um, Mrs. B. One of -- there were many factors that didn't allow providers to take advantage of -- of -- of that. Miss -- Miss Boatwright is a Head Start provider, and she was initially told -- and she's Quality Count. So that's a different standard. But she was initially told that she couldn't do it by Family Central being that she's a Quality Count provider. Once they got more education, you know, more knowledge on the situation, they -- I'm a little nervous.

CHAIRPERSON THOMAS: Take your time.

UNIDENTIFIED SPEAKER: You're all right.

MARTINA WEMBLEY: I talk to children all day so -- but --

COUNCILPERSON GUYTON: You're at home.

MARTINA WEMBLEY: -- once they got more information on how large family daycare works, they -- they recently told her that she could. Okay? Diana's one of the providers that, um -- that didn't have -- she had the two-year experience, but she understood it that she had to be two years in Riviera Beach. Andrea Frith, um -- it -- she had the -- the years and so forth, but there were a lot of factors that you had to have your substitute lined up, your employee lined up and so many other factors. So that was one of the reasons. Eula Gray [phonetic], um, Karen Robinson all have been in business over 10 years.

But it was -- they didn't understand it. They didn't know what it took to get there or whatever. But I'm gonna work with those ladies, and we're gonna -- if you all approve it, we'll make sure it happens.

CHAIRPERSON THOMAS: Thank you very much for your comments.

MARTINA WEMBLEY: Okay.

UNIDENTIFIED SPEAKER: Thank you.

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

UNIDENTIFIED SPEAKER: Thank you.

CHAIRPERSON THOMAS: Okay. We have one last comment card, Carissa [sic] D. Bynes, Biner?

CLARISSA BYNES: Bynes.

CHAIRPERSON THOMAS: Bynes? I'm very sorry. I couldn't pronounce that. But welcome to the City of Riviera Beach. You have three minutes to make your comments.

CLARISSA BYNES: Good evening, all.

CHAIRPERSON THOMAS: Oh, okay. I know you.

CLARISSA BYNES: Yes, you do.

CHAIRPERSON THOMAS: Yeah.

CLARISSA BYNES: Good evening, all. Um, my name is Clarissa Denise Bynes. I myself have a home daycare. And I've been in business for myself for -- for about two and a half years, I would say. And I'm here to ask -- stand with you, as well so that we can amend this $4,500 fee, um, because we have a way of giving back to the community by helping these children. And the children are the future of today. And as I ride through the cities of West Palm Beach and other cities outside of Riviera Beach in Palm Beach County, I -- I notice that there are also a lot of other -- like, outside of the large family daycare homes, there are a lot of schools that are outside of the homes.

I called the City of Riviera Beach about three months ago. Can't really remember the individual's name. And if I did, I really wouldn't call them out like that. But I was told that, not just for the large family daycares, that one has -- have to pay $4,500 to even open up a school outside of the home.

And I myself, um -- I just received the -- the -- the, um, license for -- to open up a facility outside of the home. But because of these fees, it just -- you know, it just makes it impossible. And I just want to piggyback on this young lady sitting over there in the green shirt. I totally agree with her. I really feel like we should not have, um, like -- we -- we should -- we just shouldn't have to wait for a certain date for it to go and come back and not know exactly how long this is going to last.

Like, um, there are individuals that have been in the daycare for a year and a half. And you're saying, like -- well, I'm -- I'm not speaking just directly to you, but one is saying, Okay. You have to be in a day -- in a -- in a home facility for at least two years. And I just want my voice to be heard for those others that are not here tonight. Thank you.

CHAIRPERSON THOMAS: Thank you, Miss, uh, Clarissa. Thank you for your comments. Let me make sure that I, um, add to that before -- before it -- before any of my colleagues weigh in.

The -- the rule about the two years came from the House Bill. And we mirrored that. What we're saying with this particular motion, if so approved, is this actual motion just directs the staff to go and set up the resolution to come back. So you have to come back as for another meeting. If it's approved, it's going to be one year from the approval date that that waiver comes. One year from the approval date here. So if you don't make it within that time, you know, that's what it is.

Um, the $4,500 is what businesses pay in order to have that done. So this is just a -- a privilege that the Council allowed because it was such a new project and we put so much into it. That was just the benefit that we were giving and it turned out great.

We have 12 of these in the -- these -- these centers now. And I just want to let my

colleagues know that everyone that comes up for this, I personally go out and see. And they are -- they -- they're in some of the most amazing conditions, some of the most amazing things that I've, uh -- that I've seen done. Uh, it is really a profession. And these ladies and men, they do an outstanding job. So I'll -- I'll open it up for, uh -- for comments, if anybody has any questions, concerns, unreadiness?

COUNCILPERSON T. DAVIS: Yes.

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Miss -- Miss Pardo? Miss Pardo?

CHAIR PRO-TEM PARDO: Okay. I have a couple of questions.

CHAIRPERSON THOMAS: Yes.

CHAIR PRO-TEM PARDO: My first question is -- so I just want to get this straight. So, um, when the site plan application and everything else is submitted, we will do the work but not get a fee for the work. So the City's doing the work basically --

UNIDENTIFIED SPEAKER: We can't --

UNIDENTIFIED SPEAKER: We can't hear.

UNIDENTIFIED SPEAKER: -- hear her.

CHAIR PRO-TEM PARDO: -- the City's doing the work pro bono, right?

CHAIRPERSON THOMAS: Basically, yes.

CHAIR PRO-TEM PARDO: Okay. And then, um, my other question is what other businesses do we provide this for? You know, what other businesses get this, um -- this luxury?

CHAIRPERSON THOMAS: I don't really know of any. But there may be some.

CHAIR PRO-TEM PARDO: Miss McKinney?

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: Yeah, we -- we don't provide waivers for any businesses at this time.

CHAIR PRO-TEM PARDO: Okay. So are we setting a precedent or are we discriminating against other small businesses? You know -- you know what I mean?

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: I -- I -- actually, I don't think so.

CHAIR PRO-TEM PARDO: Because maybe you can have another business come in, a small business also, and say, Well, you provided this opportunity to this industry. How

come we're not getting it? Right, Miss McKinney? What do you think?

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: Right. I -- and I think Riviera Beach's fees are actually less than other cities' fees when it comes to special exceptions.

CHAIR PRO-TEM PARDO: Uh-huh.

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: So we aren't, um, extraordinary in that circumstance. Um, these are the family daycares and as Council member -- Council Chair Thomas said, they provide some type of a service for the children in the community and for residents to actually have a business that wouldn't ordinarily have to. And the House Bill that was passed -- I think it's two years ago now, um, they -- they created this large family daycare which went from six to 12. So then the Council provided them the opportunity to apply because the --

CHAIR PRO-TEM PARDO: Yeah, I know. I --

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: Right.

CHAIR PRO-TEM PARDO: -- I remember. Right. I -- I remember that. I just want to make sure that we're not going to get, um, businesses, small businesses coming in here now and saying, Wait a second. Why do I have to pay $4,500 when, you know, you exempted other people? And that's a -- you know, and that's an answer that we all need to, you know, start thinking about. Okay. All right. Miss McKinney, thank you. Thank you, sir.

CHAIRPERSON THOMAS: No, thank you. I think Mr. Davis, you was next?

COUNCILPERSON T. DAVIS: Yeah. I want to know what's the location of the facilities?

CITY MANAGER JONES: It'll be different ones.

CHAIRPERSON THOMAS: They -- yeah, they vary.

UNIDENTIFIED SPEAKER: It's in the homes.

COUNCILPERSON T. DAVIS: In the homes?

CHAIRPERSON THOMAS: They'll come -- they'll come -- as they come, they'll still have to come to you, to the board.

COUNCILPERSON T. DAVIS: Okay.

CHAIRPERSON THOMAS: This is setting up, uh --

COUNCILPERSON GUYTON: Mr. Chair?

CHAIRPERSON THOMAS: -- the policy. Uh, Mr. Guyton?

COUNCILPERSON GUYTON: Um, Miss Vice Chair Pardo touched on something that -- that I had a concern about. Um, about others feeling that they are not being treated the same. And I had an incident where a different business came in and they had -- they said he couldn't come up with it all at once. I've spoken to staff and -- after this motion, um, because I do want to be business-friendly. But we can't provide waivers indefinitely. And for the small businesses, um -- and I'm going to support this. I -- I want to say that. But I understand we can't do it indefinitely because we pay our workers based on the work that they do.

So, um, I wanted to suggest to the council that we ask staff to come back with some type of installment plan for small businesses. And before it get to us for final approval, it would have to be paid in full. But it will allow them not to have to come up with the full amount all at once, but by the time it gets to this council for final approval, everything needs to be paid. But they don't have to do it all at once. So if, after we do this motion, we can direct staff to come back with a --

CHAIRPERSON THOMAS: You can actually amend this motion, I think, to include that. Am -- am I correct?

COUNCILPERSON GUYTON: Well --

CITY ATTORNEY RYAN: Yes.

CHAIRPERSON THOMAS: Yes. You can amend this motion.

COUNCILPERSON GUYTON: Who made the motion? Did I make the motion?

CHAIRPERSON THOMAS: You made the motion.

COUNCILPERSON GUYTON: Oh, okay.

CHAIRPERSON THOMAS: Okay. But, uh, I don't see Miss Davis. She actually seconded.

COUNCILPERSON GUYTON: Miss Davis --

CITY CLERK WARD: Right.

COUNCILPERSON GUYTON: -- seconded?

CITY CLERK WARD: Right.

COUNCILPERSON GUYTON: And she's not here. We can go ahead and satisfy this motion and then if the rest of the council agree, we can direct staff to come back with an installment plan program so that we don't waive any fees, but we work with small businesses to give them more time to pay. But because we just can't waive

everybody's fees that come before us for special exception.

CHAIR PRO-TEM PARDO: Correct.

COUNCILPERSON GUYTON: But I'm supporting this tonight but --

CHAIR PRO-TEM PARDO: The businesses.

COUNCILPERSON GUYTON: -- for -- for future --

CHAIRPERSON THOMAS: For future?

COUNCILPERSON GUYTON: Yes.

CHAIRPERSON THOMAS: And this is -- this -- this will be in existence for 12 months.

COUNCILPERSON GUYTON: Understood. Understood.

CHAIRPERSON THOMAS: Okay. Okay.

COUNCILPERSON GUYTON: So --

CHAIRPERSON THOMAS: Any other questions?

COUNCILPERSON T. DAVIS: I -- I have a question.

CHAIRPERSON THOMAS: Mr. Davis?

COUNCILPERSON T. DAVIS: What determines who's a small business and who's not?

COUNCILPERSON GUYTON: We were going to have staff to come back with some recommendations as to the criteria --

COUNCILPERSON T. DAVIS: Yes, 'cause I'm just thinking --

COUNCILPERSON GUYTON: -- um, for that.

COUNCILPERSON T. DAVIS: -- now, we know they're small business but for those --

COUNCILPERSON GUYTON: Yeah.

COUNCILPERSON T. DAVIS: -- who may come back that got --

CHAIRPERSON THOMAS: Yeah.

COUNCILPERSON GUYTON: Yeah. Yeah, staff is gonna make some --

COUNCILPERSON T. DAVIS: -- a lot more finance and taking advantage --

COUNCILPERSON GUYTON: -- recommendations to us --

COUNCILPERSON T. DAVIS: Okay.

COUNCILPERSON GUYTON: -- on what they consider to be a small business.

COUNCILPERSON T. DAVIS: Okay.

MAYOR MASTERS: Mr. Chair?

CHAIRPERSON THOMAS: Mr. Mayor?

MAYOR MASTERS: Yes. I have a question. I support this 100 -- 100 percent -- probably 200 percent, but, um -- I guess my mike's back on. Oh, well, this, too, will pass. I have a question about the one-year period. Now, that starts -- explain that again to me. When does that one year --

CHAIRPERSON THOMAS: That will start after it's approved. This motion just gives staff direction to go and set up the actual resolution or amending the, uh -- the current ordinance that we have now. And they're going to bring it back, so it's a two-step process. This is just approving staff to go and do the work to bring it back for us to approve it. So, uh, they'll -- if this is approved, they'll go and they'll prepare it for the August 7th meeting. And if it's approved at that point, then it'll take effect upon the approval date.

MAYOR MASTERS: Okay. I -- I guess --

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: Right. It -- it will be two readings.

CHAIRPERSON THOMAS: Two read -- two -- I'm sorry.

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: It will be two readings.

CHAIRPERSON THOMAS: Two readings.

MAYOR MASTERS: Okay. Then my, um -- my question or statement is for those businesses, uh, family -- large family care businesses that are started within the year -- let's say, the next three or four months one start, they won't be given the same privilege that the others were given. They were --

CHAIRPERSON THOMAS: Yes. If they do it within the 12-month period of this being -- if -- of this -- of this year. So if anybody comes in from -- say it's approved, so I -- I guess let's -- let's pick September. So they'll have from September to September to do it. They don't get a year if they -- if they do it in June of next year. They're only going to get till September of next year. It's one year. It's one year. 12 months.

MAYOR MASTERS: Okay. I wish it was two years. Okay. Thank you. Thank you.

CHAIRPERSON THOMAS: You said you wish it was two years?

MAYOR MASTERS: Yeah. I -- yeah. You know, I -- my -- my thing is this: Anyone that goes the extra mile for -- for -- for children in Riviera Beach, I think deserves a little something. I appreciate the one year but my thinking is different. Um, I -- you know, I -- I -- I don't have a vote but if I will be voting to amend that to two years. Thank you, Mr. Chair.

CHAIRPERSON THOMAS: Okay. Um, of course you know this has been a project that I -- that's near and dear to my heart. And, um, I -- I have to be totally honest with you and I know that's probably not what these lovely ladies wants -- want to hear. But I have to be physically [sic] responsible. And we've done it already, you know, one time. Um, I'm -- I'm going to support one year. But now, if the make -- the maker of the motion wants to do two years, that'll be fine. I know it will feel good to do two years but that's a lot of expense that the City is -- is putting out.

And you know, I hope everybody understands that I support this. But I have to be physically responsible. I could not really, you know, feel very good about this project that I've -- it's been my baby, as well -- to -- to -- to ask the citizens to do that for another 24 months. We've already done it for a year.

I'm asking the Council to support doing it for an additional year. And believe me, I support it, man. If somebody wants to -- to -- to go with it, I'm definitely not gonna fight against it. But I just want, you know -- I just want you to know how I feel about it. I think that, you know, we're -- we're giving a break for another year and I -- I just -- I think that that will be the best point of this. Not that I disagree with you at all. But for me, I -- I just think it would just be physically irresponsible to -- to do it for another two years. I think one year is being gracious. And that's just how I -- how I feel. Any other questions or concerns? Hearing none, Madam Clerk, please call the question.

CITY CLERK WARD: Councilperson Terence Davis?

COUNCILPERSON T. DAVIS: Yes.

CITY CLERK WARD: Councilperson Bruce Guyton?

COUNCILPERSON GUYTON: Yes.

CITY CLERK WARD: Councilperson Judy Davis? Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Thomas?

CHAIRPERSON THOMAS: Yes.

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

CHAIRPERSON THOMAS: Thank you. Congratulations.

COUNCILPERSON GUYTON: Now, uh --

CHAIRPERSON THOMAS: We'll, uh -- you -- you still have two more readings before you can start applying. So --

MAYOR MASTERS: Not -- not two more years. Two more readings.

CHAIRPERSON THOMAS: -- we'll -- we'll work that -- two more readings. Two more readings.

COUNCILPERSON GUYTON: Uh, Mr. Chair?

CHAIRPERSON THOMAS: We'll get out the information. Thank you. Please, if you're leaving, please leave quietly. The whole building gonna leave. Thanks for the support. We appreciate it. Congratulations. Good luck to everybody.

COUNCILPERSON GUYTON: Mr. Chair?

CHAIRPERSON THOMAS: Mr. Guyton?

COUNCILPERSON GUYTON: Could we, at this time, um, direct staff to prepare an installment type of plan for special exceptions so that we can review?

CHAIRPERSON THOMAS: Yes. That's a directive. Just bring it back at the next time that we do it. That's a directive. Yes.

CITY MANAGER JONES: So when we do the ordinance, you want it included in --

CHAIRPERSON THOMAS: Right.

CITY MANAGER JONES: -- the ordinance?

CHAIRPERSON THOMAS: I think so. I think -- I think so.

CITY MANAGER JONES: (Unintelligible).

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: You don't need to vote?

CHAIRPERSON THOMAS: Do -- do we --

COUNCILPERSON GUYTON: Do --

CHAIRPERSON THOMAS: -- I don't think we need to -- for direction.

CITY CLERK WARD: It's a directive.

CHAIRPERSON THOMAS: It's a directive.

CITY CLERK WARD: Right.

CHAIRPERSON THOMAS: Just a --

COUNCILPERSON GUYTON: Um, we're talking about the installment plan for special exceptions. Um, but by the time it get to us they have to be paid in full.

UNIDENTIFIED SPEAKER: Correct.

COUNCILPERSON GUYTON: But we would allow them to start the process without having everything up front.

CITY ATTORNEY RYAN: And going to P & Z, Planning & Zoning Board?

COUNCILPERSON GUYTON: Going to P & Z, but not to us.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON GUYTON: Yes.

CHAIR PRO-TEM PARDO: Right. Going through the entire process.

CHAIRPERSON THOMAS: Yes.

COUNCILPERSON GUYTON: But --

CHAIR PRO-TEM PARDO: But they don't come to us until everything's paid.

COUNCILPERSON GUYTON: -- everything's paid, yes.

CHAIRPERSON THOMAS: (Unintelligible) everything's paid.

CHAIR PRO-TEM PARDO: All right. And then staff will give us, um --

COUNCILPERSON GUYTON: The criteria, guidelines.

CHAIR PRO-TEM PARDO: -- right, the criteria, what exactly constitutes --

COUNCILPERSON GUYTON: And --

CHAIRPERSON THOMAS: Yes.

CHAIR PRO-TEM PARDO: -- a small business.

COUNCILPERSON GUYTON: And all of those particulars.

CHAIRPERSON THOMAS: We gave -- we're giving a directive --

CITY ATTORNEY RYAN: Directive's enough. That's enough. Yes.

CHAIR PRO-TEM PARDO: Yeah.

CHAIRPERSON THOMAS: -- directive's enough? Okay.

CITY CLERK WARD: Yeah.

COUNCILPERSON GUYTON: A directive is enough?

CITY CLERK WARD: That's fine.

COUNCILPERSON GUYTON: Okay.

CHAIR PRO-TEM PARDO: Perfect. Thank you.

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON GUYTON: Thank you.

CHAIRPERSON THOMAS: Okay. We're gonna go down to Discussion and Deliberation. That's also, um, an item that I put on. The -- the discussion was for Council discussion on the number of city council meetings per month. Whether you agree with it or not, all of us have had -- it's a discussion item so we're gonna go ahead and take everybody so we can discuss what their -- what their -- their comments are gonna be. We're gonna take Miss Bessie Brown first. Miss Bessie Brown?

BESSIE BROWN: About the meetings?

CHAIRPERSON THOMAS: Yes.

BESSIE BROWN: Oh, good. I don't -- I didn't -- there's nothing about it.

UNIDENTIFIED SPEAKER: (Unintelligible).

BESSIE BROWN: I -- I'll tell you. I'll --

CHAIRPERSON THOMAS: Yeah, it's -- it's a -- it's a discussion item. We're gonna be discussing it. So we'll just take whatever your comments are and we'll add them to our discussion if so need be. Good evening. You have three minutes to make your comments.

BESSIE BROWN: I basically was hoping that you would have something to present to us or just say to us that you're gonna have two meetings a month and we can, um, live with that. Because there's no backup or anything. And that was really why I put the card in.

CHAIRPERSON THOMAS: Okay.

BESSIE BROWN: Okay.

CHAIRPERSON THOMAS: No. I just put it on for us to discuss. So we'll --

BESSIE BROWN: Okay.

CHAIRPERSON THOMAS: -- we'll get to that point.

BESSIE BROWN: All right.

CHAIRPERSON THOMAS: Thank you for your comment. Next up will be Miss Mary Brabham. I got you this time, didn't I, Miss Larson?

BONNIE LARSON: Getting ready.

CHAIRPERSON THOMAS: Good evening, Miss Brabham. You have three minutes to make your comments.

MARY BRABHAM: Okay. Okay. Miss Brabham, Riviera -- Riviera Beach. Uh, on this discussion here, uh, you should have two meetings. You really should have two meetings. Government is for the people and by the people. As elected officials, you do not sit there solely on your own. The general public elects you.

We need to know as residents in this city not just the business at hand but the non-business. You get paid whatever stipends that you receive. You get travel. You even get a car, you know, if you want to, you know? If the -- you use the City, uh, cars. You get health. You get dental. If I'm incorrect, please correct me.

These are incentives that once when we elect you to carry out the business and order of the day, you are entitled. We as residents are entitled to business at hand. And I'm hoping that we go back to having two regular meetings a month. I as a resident and other residents do not feel as if that's -- that's asking too much of you all. Especially when we have given you more than just a vote. We have given you also a -- a voice for us in leadership ability.

So I am asking that you all take into consideration to go back to having two city council meetings. It is a lot here at stake here for this city here. The newsletter that came out, if there's any discrepancies of what's going on in this city and the residents can come in and voice their concerns, whether you agree or disagree, this is government. And this is the way the government's supposed to work.

Government should not shut out or shut down the people regardless whether you want to hear them or not. It also empowers you, also, at a point whereas -- in your decisions as well as your deliberations, because a lot of times you could get bogged down. So I'm asking you, we need to go back to having two council meetings, as well as your CRA meetings, because it is a lot here at stake here. And as always, I said that we need to move forward and not backward. Government is for the people and by the people. Thank you.

CHAIRPERSON THOMAS: Thank you very much, Miss Brabham, for your comments.

Next up we'll have Miss Bonnie Larson. Good evening, Miss Larson. You have three minutes to make your comments.

BONNIE LARSON: You'd miss me if I wasn't here.

CHAIRPERSON THOMAS: (Unintelligible).

BONNIE LARSON: Um, I agree with the two meetings, also. There's a lot going on in this city and we need to be told by the council what's going on. We don't like hearing things on the street and it -- it's just like the -- the impression is you don't want to tell us what's going on. I think that's the wrong impression. Um, there's a lot going on and we need to know what's going on. If a new business comes into town, let us know about it. Let us know about the good things that are happening in the town, also.

Um, there's a comment -- we talked about the people at Ocean Mall several weeks ago. And I don't -- I also don't like that we have to speak first before the presentation is made, because then -- then we have more questions after the presentation. And that, again, seems like you don't want us to know. And with it being only once a month and then the meeting gets canceled -- like last month the meeting was canceled -- or one month. I guess it was CRA. But the meetings get canceled, too, and then we only go two months without knowing what's going on.

The salary is the same. Each one of you have full-time employees. You get, um, all the benefits of a City employee. We should have two meetings a month so that we know what's going on. We have more staff, more everything than we ever did before. And salaries haven't gone down. Nothing's gone down. Also, let's -- let's, uh, do the P & Z meetings. Well, Mr. Mahoney isn't here but, um, put that on channel 18 so that at least if you don't go to the P & Z meetings, you'll know what happened. The vote comes back. You know, the P & Z said fine on it. Well, you don't get to hear all the back and forth and the questions that those people on P & Z asked.

So you really don't know what's going on. You just know that the majority said yes. But maybe there's something in there that you would have liked to have heard that you would have liked to have questioned. So you're missing out. We have another employee in the -- in that department so why we can't have it on TV doesn't make sense. 'Cause if there's not enough money, well, then, we hired another employee, so there is money. There is money.

And even when we got back -- brought back to one meeting a month, it still wasn't on TV. But anyway, have two meetings a month so that we know what's going on and we can give you input. You don't always like our comments but you know what? Maybe sometime we have a good idea and something that you haven't thought about.

And I'd like to talk to you sometime about that, uh, discussion that was about the Ocean Mall. I think you made a decision which it didn't come until the presentation. And I'm sitting in the audience going, Oh, my God. Something you had -- I know that you haven't thought about and you agreed to it. So I think that's backwards, also. Have the presentation first and then maybe we won't have any questions or maybe we'll have

better questions.

So go back to your two meetings and also change it back to having the presentation first so that we know what we're talking about and we can offer you some information. Because I think a big mistake was made with that Ocean Mall thing, but we didn't have an opportunity to say anything about it. And then it goes on for another month and two and by that time the action has taken place. So please consider it. Thank you.

CHAIRPERSON THOMAS: Thank you.

BESSIE BROWN: Mr. Chair?

CHAIRPERSON THOMAS: Yes, ma'am. If you don't have a comment card, we've already went --

BESSIE BROWN: I just want to -- I just left off something. And change the meeting to 6:00.

CHAIRPERSON THOMAS: Inappropriate, Miss Brown, to -- to do that. Um, but thank you for your -- for your comment anyway. Um, okay. I -- you know, I put this on because I had a couple of e-mails that, um -- that were sent to me in reference to this.

I -- I do think that, you know, maybe it might be prudent to go back to two. If we did, I would recommend it started in the new budget year, you know, in October if we did go back to, uh -- to two. But it's clearly up to the board. I do think that 5:30 is -- is probably a time that we need to stick with to give everybody a chance. We're probably one of the only governments that have meetings as late as we do. Um, and thus they go into 9 and 10:00 at night. So those are my comments. Any other comments in reference to going back to two meetings from any member of the board?

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Miss Pardo.

CHAIR PRO-TEM PARDO: Okay. If we go back to two meetings, I'm fine with it. If we stay with one meeting, I would like to see the agenda earlier than we're getting right now. You know, we're still getting the agenda either Thursday night or Friday. You know, just prior to the council meeting.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: Um, one thing we may want to consider: You know, at our last meeting, our last meeting ran over -- well, I left at 11:30 and you guys were still, you know, talking about things. And I think part of it was because we did have a lot of items on the agenda. But we also had a lot of public comments. We had an hour and a half, maybe two hours' worth of public comments. And it was really people making presentations instead of, you know, just talking basically about the City, about, you know, roads or something like that. You know, things that really concern them. It was

people making presentations to the City.

Um, so maybe we want to consider possibly keeping the meeting one -- you know, one meeting a month and then having, you know, on the second or the third Wednesday of the month, you know, having residents come in. If they want to make a presentation to us or if they have something that they want to discuss, you know, we can set a time, you know, do it at 6:00 -- say from 6 until 8, come in and, you know -- and voice your concerns to the entire body.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: So -- and I think by doing that, um, it will make our business meeting a true business meeting.

CHAIRPERSON THOMAS: Okay. Um, anything from the Mayor or Mr. Davis?

MAYOR MASTERS: Mr. Chair?

CHAIRPERSON THOMAS: You got it.

MAYOR MASTERS: Got it right this time, right?

CHAIRPERSON THOMAS: Yes, you did. Mr. Mayor can have the floor.

MAYOR MASTERS: Thank you. You know, one of the things that I used to hate, to hear my mother say, "I told you so." I would rather for her to whip me than to tell me that. But as you, uh, may remember, that when -- when this was proposed by the previous council, I opposed it then. I didn't think it was a good idea then, um, to have one meeting a month, because the business of the City is certainly, um, as one speaker said -- it is so much going on in that month than to have to wait for a whole 'nother month to continue the work of the City.

Um, and I still think two meetings is appropriate now. I -- I don't have a problem with Councilwoman Pardo's suggestion. It's still another meeting. It's just not the business meeting. But as long as we have two bites at the apple, maybe one business and the other presentations. I'm -- I don't have a problem with that, either. But however we cut it, I -- I do think it's appropriate to have two. Thank you.

CHAIRPERSON THOMAS: Mr. Davis?

COUNCILPERSON T. DAVIS: Um, I, too, agree with, um, Councilwoman -- Pro-Tem Pardo. But the one thing about the meeting that's suggested for the residents, I would like to see that, um, the agenda's out before that meeting. Because that way the residents can come with specific questions before we get to our business meeting. So that's something I'd like to see happen prior to that particular meeting.

CHAIRPERSON THOMAS: Okay. Um, Miss Davis?

COUNCILPERSON J. DAVIS: Yeah, Mr. Chair. Um, I, too, didn't want to do one meeting a month, but I went along because I knew I was out-voted. Um, I think we've got a lot going on, and as you can see from the pretty large agendas we have, um, we need two meetings. But, um, I can agree with Councilwoman Pardo. If we can do the business in one meeting and perhaps take out the community benefits and other presentations and -- and that kind of thing and do it on the third Wednesday, in addition to that, um, the -- at the last meeting where we went so -- so late, there were quite a few people from the same organization.

I call them, you know -- maybe if we say that we will accept a delegate to speak on behalf of, you know, that group, um, and also as it relates to union officials, you have a delegate that speaks on behalf of the union. And you have a specific place on the agenda for any delegate or elected official or, you know, whatever, so that they know exactly when on the agenda they can speak.

Um, and a suggestion would be to, um, possibly add the -- a P & Z report on the agenda, so that one of the staff persons perhaps could, you know, just give a short summary of what took place at P & Z meetings.

CHAIRPERSON THOMAS: Okay. Mr. Guyton?

COUNCILPERSON GUYTON: I have no objection to moving to two meetings.

CHAIRPERSON THOMAS: Okay. I -- I really don't have clear -- some people said one and do some things on the second meeting. Some people said two. It doesn't matter to me one way or the other. We can do one or two. Um, does anybody have a preference that wants to call it or do we need to have a vote or --

CHAIR PRO-TEM PARDO: Mr. Chair?

CHAIRPERSON THOMAS: Miss Pardo?

CHAIR PRO-TEM PARDO: Okay. Why don't we try it starting in October? Why don't we try it, one business meeting, a true business meeting. And then the second meeting of the month will be the presentations.

CHAIRPERSON THOMAS: I'm good with that. I agree.

CHAIR PRO-TEM PARDO: And community benefits, and see how it works out. If it doesn't work out, then we'll --

CHAIRPERSON THOMAS: Then we can go. I get you. I -- I -- I -- I agree with that.

CHAIR PRO-TEM PARDO: Right? I -- I say --

COUNCILPERSON GUYTON: I've got a -- a --

CHAIRPERSON THOMAS: Okay. Hold on one second.

CHAIR PRO-TEM PARDO: Wait.

CHAIRPERSON THOMAS: Let me let her --

COUNCILPERSON GUYTON: -- just a question.

CHAIR PRO-TEM PARDO: Does -- all right. City Manager?

CHAIRPERSON THOMAS: Hold on. Hold on. You -- you finished with that?

CHAIR PRO-TEM PARDO: Yeah.

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: That's all.

CHAIRPERSON THOMAS: Mr. Guyton?

COUNCILPERSON GUYTON: Just -- just some clarification. On the second meeting in addition to the presentations, do we also conduct any business or --

CHAIRPERSON THOMAS: You can if you need to.

CHAIR PRO-TEM PARDO: Community benefits.

COUNCILPERSON GUYTON: Huh?

CHAIRPERSON THOMAS: If it's a public meeting, you can conduct -- you can conduct --

CHAIR PRO-TEM PARDO: Right.

CHAIRPERSON THOMAS: -- business if you need to.

COUNCILPERSON J. DAVIS: Yeah.

COUNCILPERSON GUYTON: So -- okay.

CHAIRPERSON THOMAS: You can.

COUNCILPERSON GUYTON: I'm just getting clarification.

CHAIRPERSON THOMAS: Yeah, you can. We don't have to set the agenda for that, but you can. So if we need to bring something, you can.

COUNCILPERSON J. DAVIS: But after all the other stuff?

CHAIRPERSON THOMAS: Right. Right.

COUNCILPERSON J. DAVIS: Okay.

MAYOR MASTERS: Mr. Chair, clarification.

CITY MANAGER JONES: That was what I was wanting to ask. To leave yourself some flexibility, if you've got any motions --

CHAIRPERSON THOMAS: Oh, yeah. No, no, no, no.

CHAIR PRO-TEM PARDO: (Unintelligible).

CHAIRPERSON THOMAS: You can if it's a public meeting.

CITY MANAGER JONES: -- yeah.

CHAIR PRO-TEM PARDO: Right.

CHAIRPERSON THOMAS: That's -- that's Sunshine. You got -- you could -- you can do it.

CHAIR PRO-TEM PARDO: And -- right. And then we --

CHAIRPERSON THOMAS: We've --

CHAIR PRO-TEM PARDO: -- also put community benefits on that second meeting so --

CHAIRPERSON THOMAS: Yes. Yes.

CHAIR PRO-TEM PARDO: -- yeah. Then we're definitely voting on it.

CHAIRPERSON THOMAS: Yeah. Yeah.

COUNCILPERSON J. DAVIS: And --

CITY ATTORNEY RYAN: (Unintelligible) voting.

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

CHAIRPERSON THOMAS: Hold on. Hold on. Hold on. Let me take the Mayor. Uh --

MAYOR MASTERS: Yeah, just for the clarification --

CHAIRPERSON THOMAS: -- we're gonna (unintelligible).

MAYOR MASTERS: -- Mr. -- Mr. Chair, the, um -- any business, uh, items to be on -- for that meeting would -- would still be placed on the agenda for that meeting or they'd just pop up?

CHAIRPERSON THOMAS: Yes. It'll be on the agenda.

MAYOR MASTERS: It'll be on the agenda. Thank you.

CHAIRPERSON THOMAS: Yeah. Okay. Miss Davis?

COUNCILPERSON J. DAVIS: Oh, shoot. I forgot what I was gonna ask.

CHAIRPERSON THOMAS: You forgot, didn't you? I'm taking you first next time.

MAYOR MASTERS: Yeah, please do.

CHAIRPERSON THOMAS: I'm taking you first next time.

COUNCILPERSON J. DAVIS: Wait a minute. Okay. Oh, God.

CHAIRPERSON THOMAS: Let me know if it pop back on you.

COUNCILPERSON J. DAVIS: Okay.

CHAIRPERSON THOMAS: Yeah. Okay. Um, so we clearly have direction that we've just given to the staff. We're going to -- we're going to try it that way starting in October. So the first meeting will be a regular business meeting, and the second meeting will be for the, um -- the presentations and the community benefits. And if we need other business we can -- we can take it up at that time.

COUNCILPERSON J. DAVIS: Mr. Chair, I remembered.

CHAIRPERSON THOMAS: Yes, ma'am, Miss Davis.

COUNCILPERSON J. DAVIS: Is -- is it the consensus of the board that we wait until October?

CHAIRPERSON THOMAS: I -- I just suggested that and I heard Miss Pardo say it. I -- I don't know if everybody wants to wait.

COUNCILPERSON J. DAVIS: That that's what everybody wants? Okay.

CHAIRPERSON THOMAS: I mean, I'm -- I'm good. If somebody has any objections, this is the time. Is everybody okay with starting in October?

COUNCILPERSON T. DAVIS: (Nods head).

CHAIRPERSON THOMAS: Yeah. Mr. Davis say he's good. Mr. -- Mr. Guyton?

COUNCILPERSON GUYTON: Yes, that's -- I'm good with it.

CHAIRPERSON THOMAS: You're good? Okay. All right. Okay. So, um, we'll move to item 27 now. This is another discussion that was, um -- that was brought up by

Councilman Guyton. He wanted to discuss this particular instance. So Councilman Guyton, you -- wait a minute. Let me make sure I don't have a comment card on it. Do I have a comment card on --

CITY CLERK WARD: Yes.

CHAIRPERSON THOMAS: -- 28? No, no, no. I'm sorry, on 27?

CITY CLERK WARD: No. No.

CHAIRPERSON THOMAS: Some documents are going down. Um, we need to put some out for the public, as well. So what's ever left over, please --

COUNCILPERSON GUYTON: They're -- they're -- they've already been out there.

CHAIRPERSON THOMAS: They've got some? Okay. No comment cards for item 27. Mr. Guyton, you have the floor.

COUNCILPERSON GUYTON: Thank you, Mr. Chair. Um, this item is dealing with -- and -- and we spoke briefly earlier in the meeting regarding travel and who would be able to authorize it and under what conditions. Um, the Mayor took a trip to China and -- the Mayor took a trip to China and, um, there's been some discussion in the community about whether the taxpayers paid for it. And the answer is yes. So, um, when I got on the board, I did some research to try to determine if this was a authorized trip, because, um, we live in a community where many of our taxpayers can barely afford to pay their water bill.

So we wanted -- I wanted to get some information and make a recommendation regarding this particular trip. Um, the City Council did not ask the Mayor to go, nor did the City Council agree to use taxpayers' dollars to pay for him to go. Despite over 20 percent of our Riviera Beach residents living under the national poverty line, um, some of whom pay taxes and struggling to pay their water bills, the Mayor unilaterally, on his own, decided that he was gonna go to China on taxpayers' money.

He knew or should have known that he did not have money in his budget to pay for this trip. And as I went over the documents, it gave me even more concern about using taxpayers' money. The, um -- the Mayor went over his budget some $4,400. It was money that was not allocated or authorized to be spent.

He did not request payment before he left, and when he returned, it was not discovered until there was reconciliation of the books. And it -- and it was discovered that if his bill was not paid, all of the other council members' credit card would have been canceled or the potential thereof. So if his bill wasn't paid, all of these other cards would have been affected.

He flew out to, um, L.A. and had a layover in L.A. He's headed to China. During his layover, he used a City credit card, which is only supposed to be used for City business, to rent a car. The time that he rented that car was 12:52 a.m. I would like to know,

since he used a City credit card, what City business did he have in L.A. at 1:00 in the morning, because we paid for it, the taxpayers. And, um, Mayor, if you'd like to answer that question, I'd be glad to hear your response, because we're talking about taxpayers' dollars now.

MAYOR MASTERS: I'll -- I'll, um -- I'll -- I'll respond to -- is that -- is that it? Do you have any other questions of me?

COUNCILPERSON GUYTON: Uh, well, I have another question but I would like to know what City business did you have at 1:00 in the morning in L.A. during the layover. You were just there to catch another flight to China.

MAYOR MASTERS: Right. I -- I'll wait until you ask --

COUNCILPERSON GUYTON: Okay.

MAYOR MASTERS: Whatever you have, I'll just get through them one by one.

COUNCILPERSON GUYTON: Okay. That's fair enough. Fair enough. Uh, in -- in addition to using the City credit card to, um, fly to Miami, then rent a car at 1:00 in the morning, all on taxpayers' dimes, and the credit card is supposed to only be used for City business, he flew to China at a tune of $2,453.

I was looking at the bank statement. He had a credit limit at the time of 2,500. So he had to know that he didn't have that in his budget. That -- that is something that I feel is irresponsible and reckless with taxpayers' money.

When he got to China, he stopped in Beijing. He stayed in Beijing at a hotel, and I thought maybe he'd get a reasonable price hotel so I'm looking at the receipts. The hotel was $511, taxpayers' money. We have a responsibility to spend the taxpayers' money in a fiduciary manner, as we would be spending ours. And -- and if he would spend $500 of his own money, then it was justified. But I'm not certain about that.

On his return trip, he had a layover and he used the taxpayers' credit card to rent another car. And again, I would like to know what City business -- 'cause this is just a layover in -- in -- in L.A., that he's using the City credit card. He rented a car. This time he flew back into West Palm Beach.

When he left to go to Miami, he used the City credit card to pay for two bags that he took. But when he returned, he used the City credit card to pay for one bag. I don't know if he only brought back one bag or if he paid for one this time. But, um, these charges, I think, should not be paid by the taxpayers, and I would like to know when the Mayor is going to pay the taxpayers back. Thank you very much, Mr. Chair. Oh --

CHAIRPERSON THOMAS: Go ahead. You've still got the floor.

COUNCILPERSON GUYTON: The -- the credit card was also used -- actually, it was used for everything. But he also used it to get his visa. In addition to using the

taxpayers' credit card to get his visa for travel, he also used the credit card to go to Sprint to get a phone adapter for foreign calls. All of this on taxpayers' money.

And this trip was not authorized. And it didn't have to be, as long as he had it in his budget. And when he returned, he was unable to pay for it and that put the rest of the credit cards in jeopardy. So I'd like to hear the Mayor response now to, um, the use of taxpayers' money.

CHAIRPERSON THOMAS: Mayor?

MAYOR MASTERS: Thank you.

CHAIRPERSON THOMAS: If you so choose.

MAYOR MASTERS: Well, I'll make a couple comments. Um, Mr. Guyton, you were not on the council at the time and you're -- you're about a year late. This happened about a year ago. Um, my former opponent, uh, at the time, um, Chair Brooks, brought this issue up right in the midst of a heated campaign. Um, it was dealt with at that particular time. Um, there was no secret about anything. It was brought up publicly. It's on YouTube. It's a year -- year ago.

But just for your satisfaction, in L.A., as you know, if you would look to see, the flight that I had to -- to catch to go to China had a layover. And what it -- it would have cost more money to get a hotel to wait for the next flight, which would -- which would have been the next day, then to rent a car and be able to save a lot more money. 'Cause as you know, in Los Angeles, New York and Chicago have very high hotel rates. So I was able to actually save the City probably 2 or $300 by doing that.

Um, you know, I -- I don't know what -- what else I need to -- to -- I don't know what you want. I mean, you know, it's just --

COUNCILPERSON GUYTON: Okay. (Unintelligible).

MAYOR MASTERS: -- let -- let me -- let me just say this. I -- I have the --

CHAIRPERSON THOMAS: (Unintelligible).

MAYOR MASTERS: -- let -- let me have the floor. Um, so that's -- that's why. I mean, obviously there's no City business at 1:00 in the morning. You know, so, um, Mr. Guyton, you know, I -- I think you ought to be ashamed of yourself. You're going to raise this, uh -- this issue. And ever since I've been here -- let me just get it clear. Ever since I've been here and you've been on this dais, you've done everything you could to personally be vindictive. You brought Councilperson Brooks back. You brought George Carter back. Now you bring --

COUNCILPERSON GUYTON: What's vindictive from --

MAYOR MASTERS: -- no, I'm -- no, no, no, no.

CHAIRPERSON THOMAS: Mr. Guyton, let --

COUNCILPERSON GUYTON: Okay. Okay.

CHAIRPERSON THOMAS: -- he has the floor.

MAYOR MASTERS: No, I didn't interrupt you. And now you bring this back. You know, if you want to be vindictive, you know -- but I'm -- I just want to use one statement and I'm finished with this. The Lord is my light and my salvation. Whom shall I fear? The Lord is the strength of my life. Of whom shall I be afraid? When the wicked, even my enemies and my foes, came upon me to eat my flesh, they stumbled and fell. Psalms 27:1, 2 and 3. I rest.

CHAIRPERSON THOMAS: Okay. Um --

COUNCILPERSON GUYTON: Mayor?

CHAIRPERSON THOMAS: -- Mr. Guyton?

COUNCILPERSON GUYTON: Yeah. Yes, yes. And -- and -- and I'm -- let me just say, I am not being vindictive. If you feel somewhat uncomfortable because you are vindictive and you don't want people who ran against you to even come back into this chambers, I think that's -- that's something that need to be addressed with you, because everyone who ran has a right to come back here. And that doesn't mean anyone is being vindictive.

Now, but the -- the trip itself, um, the taxpayers had to pay for that trip and it wasn't authorized. That's my point. And if it was not authorized, I would hope that you step up to the plate and pay for it. So my question is, do you plan on paying the taxpayers back for a trip that's what -- that was not authorized? That's my question. And if it's no, you tell the taxpayers no and you gallivant over to China and -- and it is what it is then. But don't sit here and suggest that somehow you're gonna have the authority -- and not -- or the ability -- not me, not Councilman Thomas, not Vice President -- Vice Chair Pardo, the -- not Councilman Davis or Councilwoman Judy Davis, I -- I would be doing the same thing.

We cannot jump on the plane and travel across the world on taxpayers' money and then come back and give the taxpayers the bill and said that, you know, I've been to China. So what? No. No. No. No. So I think you need to pay the taxpayers back. And if you choose not to do that, then that's your choice. But nobody has ever asked you to pay the taxpayers back. So I am doing that now. That's my point.

COUNCILPERSON T. DAVIS: Can I say something?

CHAIRPERSON THOMAS: Um, Mr. Davis?

COUNCILPERSON T. DAVIS: Um, I'm pretty sure at some point our Mayor is going to make a decision on what he's going to do. This board is here to do business and I

respect you, Mr. Guyton, for being the man that you are to see that through. But, um, I'm pretty sure the Mayor, by the next meeting, will probably come -- either come to the board, decision on how he want to address this issue. I'm not gonna put nobody on the horn -- on any type of horn to put them on blast.

But this past weekend it has been really hard for a lot of people in this -- in this -- in this whole country. We're arguing about some money over and over again. We argue to this board about a lot of issues. Let's just do business, agree to disagree. Allow the Mayor to make a decision he's gonna make. We have someone out of mine who lost their son. Okay? We're sitting up here discussing the China trip. Yes, it's taxpayers' dollars. But someone lost their son. That could have been me. And it could have been you. So let's allow the Mayor to take some time, think about it, and come back before the City and decide on what he's gonna do. And that's all I'd like to see happen. That's all.

CHAIRPERSON THOMAS: Does anybody else have any questions or concerns?

COUNCILPERSON J. DAVIS: Um, Mr. Chair?

CHAIRPERSON THOMAS: Miss Davis?

COUNCILPERSON J. DAVIS: I, um -- and when I served in 2004 I had a similar issue with, um, an elected official. And you know, I -- I'm just always about crossing the T's, dotting the I's and, you know, being careful of how taxpayers' dollars are spent. And, um, you know, I tend to agree that this was not something that was authorized. And I think, though, going forward, that that's the reason why we needed to have travel policies in place, so that these kinds of things don't happen. I mean, I could easily say that I wanted to go to Europe.

COUNCILPERSON GUYTON: Uh-huh.

COUNCILPERSON J. DAVIS: You know? Um, and you know, do some economic development, talk -- talk to some people about economic development. But I know that's not the right thing to do. Particularly if my council, my colleagues don't authorize me to do so. What I do remember of this particular trip is that the Mayor announced that he was going and that it was to be paid for by -- that it wasn't gonna cost the City anything.

And that's -- that's what stuck in my mind and that's why I was so shocked when we got this, um, and learned that it did cost the taxpayers quite a bit of money. Um, so you know, I -- I'm -- I'm not bashing anybody. I believe that all of us should be held to the same standard. And, you know, it's just not the right thing to do.

So I know that -- and here's my -- one question that I have. When we were -- when, Mayor, you and Miss Brooks were going to the Bahamas and I was going to go with you guys, um, but I did not have my passport at the time. And I came to Mrs. Jones and I asked her if, you know, the City would pay for my passport. That was not something that the City pays for. So in looking at this, I'm surprised to see that, um, this was

charged to the City's credit card, uh, $312 for the passport authorization. Um, I'm just flabbergasted.

CHAIRPERSON THOMAS: Anybody else want -- Miss Pardo, you haven't said anything, if you so chose to --

CHAIR PRO-TEM PARDO: You know what? I'm -- I'm just staying out of it. It really doesn't, you know -- everyone has their travel budget and we're supposed to abide by it. And, you know, that's all I'm saying. I'm not here to judge anyone.

COUNCILPERSON J. DAVIS: Of course.

CHAIR PRO-TEM PARDO: Other elected officials.

CHAIRPERSON THOMAS: Yeah. Yeah, because this is a discussion, I'll just weigh in very briefly on it. You know, we definitely have to govern ourselves on this. And if anyone of us chooses not to abide by, you know, whatever we need to abide by, um, then that's on us. But some of the stuff that I'm just hearing tonight reference to the -- to the passports and all those things, I don't think that that's a City expense. However, it's been -- it's been satisfied at this point.

COUNCILPERSON GUYTON: (Unintelligible).

CHAIRPERSON THOMAS: If -- if the -- if, you know -- if the Mayor chooses to want to -- to interact in it, that's fine. I'm going to, you know -- I'm going to stay out of it. But just for discussion purposes, I just wanted to put in there that I think that we need to, you know, stay within our budget. But if it's something that's called -- if the City needs the -- a representative from, uh, this board to go to wherever, I just think that you ought to come to the board if it's not in your budget and say, Hey, listen. The City's being --

COUNCILPERSON J. DAVIS: Exactly.

CHAIRPERSON THOMAS: -- asked to, you know, have the Mayor or whatever represent the City at that spot and let -- allow the board to make that, you know, decision. And you know, that's all I'm gonna, you know, say about that at this point.

COUNCILPERSON GUYTON: Uh, Mr. Chair?

CHAIRPERSON THOMAS: Mr. Guyton?

COUNCILPERSON GUYTON: And you know, I don't -- and the Mayor will probably think I personally dislike him. And I don't. But we have to monitor each other. Because if we don't, we are being remiss in our duties. And -- and I mean, the taxpayers in our city, 20 percent of our residents live under the poverty line.

COUNCILPERSON J. DAVIS: Uh-huh.

COUNCILPERSON GUYTON: And if we have elected officials gallivanting around the

world and come back and say that, Well, I just went, you know, and we discussed this, that is irresponsible and reckless. It's coming out of the taxpayers' money. And speaking of taxpayers' money, um, you know, the lion's share of our taxes come from property taxes. I'd like to know if the Mayor pay property taxes in our city. Is he paying into the till from which he's taking?

MAYOR MASTERS: Wow, Mr. -- Mr. Chairman?

CHAIRPERSON THOMAS: Mr. -- Mr. Mayor, I'm gonna say this and I'm gonna ask both of you --

MAYOR MASTERS: I just want to close.

CHAIRPERSON THOMAS: -- I'm gonna -- I'm gonna let this -- I'm gonna ask that both of the -- both of you -- the rest of this board has sat up here and dealt with this, and I think everybody's been professional about it. But I would like for you two to please bring all of this to a close. So you have your final say and Mr. Guyton, have your final say, and we're gonna move on after this. Mr. Mayor?

MAYOR MASTERS: Mr. Chairman, I've been the Mayor for this city, what, six years? I didn't get here by misleading, misappropriating, not being honest, not doing what I could do far and near to represent this City and to move this City forward.

Now, the person -- when I get on a plane or go anywhere, you know, I depend on staff, you know, to make sure of this, that and the other. Now, that person, um, obviously was here at that time. She's not no longer the chief of staff for me. So there's any other questions, I'll be happy to ask staff at that particular time. If there are any questions.

But this was taken care a year ago. And we went over budget, you know -- how many departments? Lots of departments in this city have gone over thousands of dollars over budget. So you know, may God bless you, Brother Guyton, but, um --

CHAIRPERSON THOMAS: Okay. Thank you.

MAYOR MASTERS: -- we'll move on.

CHAIRPERSON THOMAS: Thank you, Mr. Mayor. Mr. Guyton, if you don't mind, would you let this be your closing on this item, if you don't mind?

MAYOR MASTERS: I -- this would be my closing comments. He said this was taken care of last year. He has not paid the City a dime. So I would like to know what he considers being taken care of. The last thing, I would never throw my legislative aide under the bus. Actually, that was under a Mack truck. Because we are ultimately -- the elected officials are responsible for our budgets. We hire somebody but when there is a question and I want to travel, I tell my legislative aide to go to the Finance Department --

MAYOR MASTERS: (Unintelligible).

COUNCILPERSON GUYTON: -- and reconcile the account. So to throw your legislative aide under a Mack truck, I think that is very irresponsible of you and showing that you're not stepping up to the plate and just being responsible for your actions. I -- that's all I'm asking. Just pay the taxpayers back and we'll move forward, because I'm not going to let it die. I'm done.

CHAIRPERSON THOMAS: Okay. If there's nothing else from any other member of the board --

MAYOR MASTERS: That's pitiful.

CHAIRPERSON THOMAS: -- we're gonna go to Community Benefits Requests. First one is (unintelligible) normally do, Riviera Beach Education Scholarship Program, $1,000 from the Mayor Masters.

COUNCILPERSON J. DAVIS: So moved.

CHAIRPERSON THOMAS: Oh, we have one comment card.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Miss Rose Anne Brown? Good evening, Miss Brown. You have three minutes to make your comments.

COUNCILPERSON J. DAVIS: We gotta (unintelligible) on that? We gotta do that?

CHAIRPERSON THOMAS: (Unintelligible).

ROSE ANNE BROWN: Good evening, Mayor and Council, City Manager, City Attorney, City Clerk. Mayor Masters, this is a good time for me to be here.

MAYOR MASTERS: Good evening. Thank you.

ROSE ANNE BROWN: 'Cause you just got beat up pretty bad. I came to say thank you. And just to double-check, this is a check for this year's scholarship program?

MAYOR MASTERS: Yes.

UNIDENTIFIED SPEAKER: Yes.

MAYOR MASTERS: Yes.

ROSE ANNE BROWN: Okay, great. Because let me just say this. Most all of you know that the City Scholarship Program, the deadline for application was two months ago. You've not had a list of winners. The reason you haven't had a list of winners is because out of approximately 40 applications, there were 31 qualified applicants.

The Education Committee has been working to try and get enough money so that we did not have to tell either one of those 31 applicants no. The City appropriated $19,000

and we certainly appreciate that.

The West Palm Beach Fishing Club gave $2,000. We appreciate that. I have been in touch with another city business who has committed $2,000. I haven't picked up his check 'cause I told him he needed to give us more. So we have at least $23,000, which meant that only eight young people need to be told no. You've just reduced that to seven. And on behalf of the Riviera Beach Education Advisory Committee, I am here this evening to thank you. Last time we asked you, you said no. This time you gave it without being asked.

MAYOR MASTERS: Thank you.

ROSE ANNE BROWN: So we appreciate that. Some child will definitely appreciate that because they will not be told no. And we are still working. We hate to hold it up, but we're still working because we hate to tell young people no when they're qualified applicants. So we're still working for these other seven. If you have some businesses that you can encourage to give us additional monies, do that. We -- and -- and trust me, we're working.

I believe the Education Advisory Committee has consented to a request for all of us to put our funds together and fund one scholarship, also. So we may only be looking for $6,000.

Also, I wasn't going to ask you all this year, but I'm sorry. Since I'm here, if you do have available funds in your Community Benefits, consider sponsoring one child in a scholarship or consider telling any other business in the city who might want to sponsor a scholarship to do that so that we can go ahead and close this out. But thank you, Mayor Masters, we appreciate it.

COUNCILPERSON J. DAVIS: Mr. Chairman?

CHAIRPERSON THOMAS: Thank you very much for your comments. Miss Davis?

COUNCILPERSON J. DAVIS: One comment. Um, if the City and my colleagues will agree for the City Manager to give you 1,000, I will reimburse the City October 1st, 'cause I -- I don't have anything in my Community Benefits now.

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON GUYTON: I have no problem with that or do we need a motion?

CITY ATTORNEY RYAN: Yes.

CHAIRPERSON THOMAS: Yeah. Yeah.

CITY MANAGER JONES: Uh-huh.

COUNCILPERSON GUYTON: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON THOMAS: Wait a minute. Hold on. We got a motion already on the floor. Let's take care -- let's dispose of this motion that's on the floor first.

COUNCILPERSON J. DAVIS: Okay.

CHAIRPERSON THOMAS: Are there any questions or concerns on the motion that's on the floor? Hearing none, all in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: Any opposed, the same sign?

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: That motion is unanimously approved. Miss Davis?

COUNCILPERSON J. DAVIS: Mr. Chair, I -- I move that, um, the Council authorize the City Manager to contribute $1,000 to the Scholarship Fund at which time, October 1st, I will reimburse the $1,000 from Community Benefits.

COUNCILPERSON GUYTON: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Any questions or concerns? That wasn't placed on the agenda. Anybody in the audience would like to comment on it? Seeing none, all in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: All opposed, same sign? That motion is unanimously approved. We're gonna go to number 29.

CHAIR PRO-TEM PARDO: So moved.

CHAIRPERSON THOMAS: Riviera Beach --

COUNCILPERSON J. DAVIS: Second.

CHAIRPERSON THOMAS: -- Empowerment Program. Been properly moved and second. That's $250 to Youth Empowerment from the Mayor Masters. It's been properly moved and second. Any additional questions/concerns regarding it? Hearing none, seeing none, all in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: All opposed, the same sign. That motion is unanimously approved. 29, Lend a Hand Corporation.

COUNCILPERSON J. DAVIS: 30.

CHAIRPERSON THOMAS: $300, Mayor Masters.

CHAIR PRO-TEM PARDO: Second.

UNIDENTIFIED SPEAKER: (Unintelligible) 30?

COUNCILPERSON GUYTON: That's 30.

CHAIRPERSON THOMAS: It's been --

COUNCILPERSON GUYTON: Number 30, right? You just --

COUNCILPERSON T. DAVIS: 30.

COUNCILPERSON GUYTON: -- did 2 --

COUNCILPERSON T. DAVIS: It's 30.

COUNCILPERSON J. DAVIS: We just did 29, so you're on 30.

CHAIRPERSON THOMAS: 30. I'm sorry. Did I -- I did 30? I -- I read it properly, didn't I?

COUNCILPERSON J. DAVIS: Yes, you read it properly.

CHAIR PRO-TEM PARDO: Yes. Yes.

COUNCILPERSON J. DAVIS: You just said 29.

CHAIRPERSON THOMAS: Yeah. Item 30.

COUNCILPERSON J. DAVIS: So moved.

CHAIRPERSON THOMAS: Um, Lend a Hand Corporation, $300, Mayor Thomas Masters to support Save our Children anti-violence initiative. It's been properly moved and second. Are there -- none? Okay. Are there any additional questions/concerns? Hearing none, seeing none, all in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: Any opposed, the same sign? That motion is unanimously approved. 31, uh, Panache Classic Rental, 332, from, uh, mine, Cedrick Thomas, to pay the balance for tables used at the Second --

COUNCILPERSON J. DAVIS: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON THOMAS: -- uh, Night of Elegance. It's been properly moved and seconded. Um, are there any questions or concerns? Hearing none, seeing none, all in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: Any opposed, the same sign? That motion is unanimously approved. St. George's Center, $300, Councilman Bruce Guyton, to defray costs of out-of-school summer program activities.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON J. DAVIS: So moved.

CHAIRPERSON THOMAS: It's been properly moved and second -- it's been properly moved --

COUNCILPERSON GUYTON: Second.

CHAIRPERSON THOMAS: -- and second. Um, any questions or concerns? Hearing none, all in favor signify by saying aye. Aye.

CHAIR PRO-TEM PARDO: Aye.

COUNCILPERSON J. DAVIS: Aye.

COUNCILPERSON T. DAVIS: Aye.

CHAIRPERSON THOMAS: All in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: Any opposes, the same sign? That motion is unanimously approved. Um, 33, Inner City Youth Golfers, 700, Councilman Bruce Guyton, to defray costs of --

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON J. DAVIS: Second.

CHAIRPERSON THOMAS: -- variety of fun-focused activities. It's been properly moved and second. Are there any additional questions or concerns? Hearing none, all in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: Any opposed, the same sign. That motion is unanimously approved. 34, Barracuda Bay Aquatics Center, $500, Councilman Bruce Guyton, to defray costs of swimming equipment, events canopies, healthy snacks and beverages

for the Barracuda Bay Swimmers and participants.

COUNCILPERSON J. DAVIS: So moved.

CHAIR PRO-TEM PARDO: Second.

COUNCILPERSON GUYTON: Second.

CHAIRPERSON THOMAS: It's been properly moved and seconded. All, uh -- any additional questions or concerns? Hearing none, all in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: Any opposing, same sign? That motion is unanimously approved. 35, Girls To Women, $500, Councilman Terence T. Davis.

COUNCILPERSON GUYTON: So moved.

COUNCILPERSON J. DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second.

COUNCILPERSON J. DAVIS: Aye.

CHAIRPERSON THOMAS: Any questions or concerns?

COUNCILPERSON T. DAVIS: Aye.

CHAIRPERSON THOMAS: Hearing none, all in favor signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: Any opposers, same sign? That motion is unanimously approved. Um, the --

COUNCILPERSON J. DAVIS: 36.

CHAIRPERSON THOMAS: -- J.A.Y.'s Ministries. J.A.Y.'s Ministry, Inc.

COUNCILPERSON J. DAVIS: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. One comment card, Miss Bonnie Larson. Good evening, Miss Larson. You have --

BONNIE LARSON: Hello.

CHAIRPERSON THOMAS: -- three minutes to make your comment.

BONNIE LARSON: Ooh, you didn't expect this, did you?

CHAIRPERSON THOMAS: Oh, yes, I did.

BONNIE LARSON: Mr. Davis, in case I don't see you between now and then, J.A.Y.'s Ministries, they do a lot of good things for a lot of people. And we've given them money in the past. My, um, question is tonight -- and this is a good thing. It's school supplies so that's fine. Um, the thing is, while you have their ear, while you're handing them the check, could you please ask them to have the owner of that property fix that property?

They've had a big piece of unpainted plywood on the front. It's right on Broadway, right in the CRA. Just looks like someone broke in. For, like, the last two years it's been that way. So could you kind of, like, work that into the conversation? Because it is a code violation. But it just is a reminder that bad things happen on U.S. 1. So if they could fix that, that would -- that would really be good.

COUNCILPERSON T. DAVIS: No problem.

BONNIE LARSON: But they do a lot of nice things for the community so I -- I fully support this.

COUNCILPERSON T. DAVIS: That's not a problem.

BONNIE LARSON: But if they could get that fixed, that would make our CRA look a lot better.

COUNCILPERSON T. DAVIS: That's not a problem.

BONNIE LARSON: Thank you.

CHAIRPERSON THOMAS: Thank you very much for your comments. Any additional questions or concerns? All in favor, signify by saying aye?

(All unanimously affirm).

CHAIRPERSON THOMAS: Any opposers, same sign? That motion is unanimously approved. Okay. Down to 37, Board Appointments. We're almost there, guys.

CHAIR PRO-TEM PARDO: So moved.

CHAIRPERSON THOMAS: Board Appointments. There's been a motion.

CHAIR PRO-TEM PARDO: Yeah, so moved.

COUNCILPERSON T. DAVIS: Second.

CHAIRPERSON THOMAS: I know there's been a motion.

COUNCILPERSON T. DAVIS: Second.

CHAIRPERSON THOMAS: Okay. It's been motioned and second. Now we -- we got item 37 for this board appointment. Um --

COUNCILPERSON J. DAVIS: There's been a motion for --

CHAIRPERSON THOMAS: I -- I don't know yet.

COUNCILPERSON J. DAVIS: -- what?

CHAIRPERSON THOMAS: But it's --

CHAIR PRO-TEM PARDO: To --

CHAIRPERSON THOMAS: -- it -- do -- did -- did you have an appointment already?

CHAIR PRO-TEM PARDO: No. Um, I'm saying, you know, reappoint Bobby Powell and, um -- and the other woman.

COUNCILPERSON J. DAVIS: That's what's on the agenda, yeah.

CHAIR PRO-TEM PARDO: Yeah.

COUNCILPERSON J. DAVIS: So moved.

CHAIRPERSON THOMAS: Okay.

CITY MANAGER JONES: So moved.

CHAIRPERSON THOMAS: Right. It's been -- it's been properly moved.

COUNCILPERSON J. DAVIS: Oh, okay.

CHAIRPERSON THOMAS: I'm just saying if anybody else had a -- an appointment they're doing. Okay, fine.

COUNCILPERSON J. DAVIS: Oh.

CHAIRPERSON THOMAS: No problem. It's been properly moved and second. Any questions or concerns, unreadiness? No comment cards. You know what? All in favor, signify by saying aye.

(All unanimously affirm).

CHAIRPERSON THOMAS: All opposed, same sign. That motion is unanimously carried. 38, City Council to appoint or re-appoint a member to the Fire Pension Board.

CHAIR PRO-TEM PARDO: Um, so moved.

COUNCILPERSON J. DAVIS: Second.

CHAIRPERSON THOMAS: It's been properly moved and second. I need the name.

CHAIR PRO-TEM PARDO: Kirk Henderson.

CHAIRPERSON THOMAS: Say that name again, please.

CHAIR PRO-TEM PARDO: Kirk Henderson.

CHAIRPERSON THOMAS: Kirk Kenderson.

CHAIR PRO-TEM PARDO: Henderson.

CHAIRPERSON THOMAS: Henderson.

CHAIR PRO-TEM PARDO: He's --

CHAIRPERSON THOMAS: We're re-appointing Kirk Henderson. All right. All in favor of this re-appointment, signify by saying aye.

CHAIR PRO-TEM PARDO: Aye.

COUNCILPERSON J. DAVIS: Aye.

CHAIRPERSON THOMAS: All opposed? Aye. I -- I'm --

COUNCILPERSON GUYTON: Aye.

CHAIRPERSON THOMAS: -- I'm in support of it. Aye. All opposed? Signify by -- same sign, signify by saying the same sign. Okay. Hearing none, that motion is unanimously approved. The City Council to appoint or re-appoint -- which member is this -- to the police pension board?

COUNCILPERSON GUYTON: Mr. Chair, I have a -- an issue to bring up right here.

CHAIRPERSON THOMAS: Okay. Let me get it on the floor first, if you don't mind.

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: Do -- do -- we have a name in that spot, don't we?

COUNCILPERSON GUYTON: Yeah, yeah.

CHAIRPERSON THOMAS: Okay. Let's --

COUNCILPERSON GUYTON: Yeah, it's not dealing with the names. It's dealing with the terms.

CHAIRPERSON THOMAS: Oh, okay. Well, let me -- let me get it on -- let me get it on the floor.

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: Is there -- is there a motion?

COUNCILPERSON J. DAVIS: So moved.

COUNCILPERSON GUYTON: So moved. Second.

CHAIRPERSON THOMAS: It's been properly moved and second. Question, Mr. Guyton.

COUNCILPERSON GUYTON: Uh, yes. The police -- I just started talking.

CHAIRPERSON THOMAS: Yeah, I know.

CHAIR PRO-TEM PARDO: Thank you.

CHAIRPERSON THOMAS: I know. We -- we're moving quick tonight. We're moving quick tonight.

COUNCILPERSON GUYTON: No, um --

CHAIRPERSON THOMAS: That's okay.

COUNCILPERSON GUYTON: -- the, um -- the police pension board is -- is a board, as most of you know, I've served on for four years and served as chair for two of those four years. But I noticed on the years, we have four years now that each is serving. But the board had a discussion because when I got on the board -- um, make a long story short, we want -- wasn't monitoring the expiration date. So when everybody was appointed and re-elected, it was all in the same year.

So I spoke to the attorney, Ken Harrison, at a meeting to, um, get advice of how do we get our terms staggered again. And it was suggested that at the time it was my position -- and I see Mr. Juan Atkins is in the audience shaking his head in agreement -- that we would agree to a two-year term for this appointment, and the others would remain at the four years. And then we would get back on that cycle with the other appointment after two years to four years. Because right now, you know, there's no continuity.

COUNCILPERSON J. DAVIS: Uh-huh.

COUNCILPERSON GUYTON: Everybody comes up at the same time.

CHAIRPERSON THOMAS: Okay. Miss Ryan, is -- are we able to legally do that?

CITY CLERK WARD: Uh-huh.

CHAIRPERSON THOMAS: We are?

CITY CLERK WARD: Yeah.

CHAIRPERSON THOMAS: Okay.

CITY CLERK WARD: Oh, I know you asked Miss Ryan but she's -- I just said yes because in the past we have had staggered terms and it -- it's included in some of the --

CITY ATTORNEY RYAN: Yeah, but we've had -- what -- what was Miss Perry's --

CITY CLERK WARD: -- some of our paperwork.

CITY ATTORNEY RYAN: The problem -- the issue is the ordinance. We passed an ordinance recently, didn't we? On four years?

CHAIRPERSON THOMAS: Yeah, to say four years.

COUNCILPERSON GUYTON: Yes. And --

CHAIRPERSON THOMAS: That's why I'm asking.

COUNCILPERSON GUYTON: -- and -- and that is why I checked with our attorney, um, to get some direction. And I think I got an e-mail from him here, too. But --

CHAIRPERSON THOMAS: Well, can we -- can we -- uh, we -- yeah, but you want to do it for this particular appointment?

CITY ATTORNEY RYAN: Right.

CITY CLERK WARD: Uh-huh.

CHAIRPERSON THOMAS: Okay.

CITY ATTORNEY RYAN: What -- what did he say?

COUNCILPERSON GUYTON: Yeah. Uh, he said yeah. Um, we can. And -- and Juan, if you want to -- you're still on the board. Would you like to come to the --

CHAIRPERSON THOMAS: No, no, no. Hold on. Hold on. Hold on.

COUNCILPERSON GUYTON: -- mike? Oh, okay. I'm sorry.

CITY ATTORNEY RYAN: Yeah. The -- hold on. Miss Perry, you have -- okay. It's in here. It talks about their duties.

COUNCILPERSON GUYTON: And I don't think it was Miss Perry's fault, quite honestly.

CITY ATTORNEY RYAN: Oh, you mean that it didn't get reduced to --

COUNCILPERSON GUYTON: Yeah. Yeah, I don't think it was --

CITY ATTORNEY RYAN: -- 'cause that recommendation does not come to us.

COUNCILPERSON GUYTON: -- Miss Perry's fault. It's -- I mean, not fault but I don't --

CITY ATTORNEY RYAN: Uh-huh.

COUNCILPERSON GUYTON: -- think she was informed about our discussion of how we were going to get our terms staggered again.

HUMAN RESOURCES DIRECTOR PERRY: Yeah, um, Dorothea Perry. Councilperson Bruce Guyton is correct. No one told me that they were -- wanted to stagger the terms. Now, at the next meeting I'm planning to present a -- an ordinance from the fire pension board and they're asking to have theirs staggered. But I have not heard anything from the police.

CITY ATTORNEY RYAN: Miss Perry?

CHAIRPERSON THOMAS: Okay. Okay. Hold -- hold on.

CITY ATTORNEY RYAN: This one doesn't say that it's staggered.

CHAIRPERSON THOMAS: Hold on.

CITY ATTORNEY RYAN: That -- the ordinance that you have in here.

CHAIRPERSON THOMAS: Hold -- hold on, Miss --

HUMAN RESOURCES DIRECTOR PERRY: Right. That's correct.

CHAIRPERSON THOMAS: -- Miss -- Miss Ryan, hold --

COUNCILPERSON J. DAVIS: That's another ordinance to --

CITY MANAGER JONES: We've got this (unintelligible).

CHAIRPERSON THOMAS: -- hold on. Let -- please let me continue to chair the meeting, if y'all don't mind. Listen.

COUNCILPERSON J. DAVIS: Go ahead.

CHAIRPERSON THOMAS: This is what I would suggest. Pull this one off. When you bring back the other one, um, bring this one in, as well. So obviously you're getting ready to do some type of, um, ordinance or something for the fire. Let's go ahead and just fix the police when we're doing that one. Is that possible to be done?

HUMAN RESOURCES DIRECTOR PERRY: Well, I mean, I would have to get information from the, uh, police pension board to see how they want this done.

CHAIRPERSON THOMAS: Well, I'm -- I'm really not comfortable -- if we got an

ordinance saying it's four years --

COUNCILPERSON J. DAVIS: Right.

CITY ATTORNEY RYAN: Just --

CHAIRPERSON THOMAS: -- I'm really not comfortable just saying that we're gonna take it to two 'cause I don't know if that's legal. And we have -- we have advice from the pension board's attorney, but we're making this decision right now and we need our attorney to be able to -- to -- to advise us on that, would be my -- would be my thought. But the -- of course, this is an action of the board. If they feel comfortable, then --

CITY ATTORNEY RYAN: May I ask Miss Perry a question, Mr. Chair?

CHAIRPERSON THOMAS: You may.

CITY ATTORNEY RYAN: The ordinance that you have attached is the one -- the last -- last change was in 2000. Did the police pension board -- did we pass -- did the City Council pass an ordinance changing their terms from two years to four years?

HUMAN RESOURCES DIRECTOR PERRY: That's correct.

COUNCILPERSON J. DAVIS: Yeah.

CITY ATTORNEY RYAN: Why don't you have that ordinance here? That's not the ordinance that's in the packet. The ordinance in the packet says two years.

HUMAN RESOURCES DIRECTOR PERRY: I didn't put an ordinance in the package.

CITY ATTORNEY RYAN: There's an ordinance in the package. I'm looking at it.

CHAIRPERSON THOMAS: Okay. I'm -- I'm going to say this again.

HUMAN RESOURCES DIRECTOR PERRY: Okay.

CHAIRPERSON THOMAS: I think that this would be the best point forward. But I think the -- the maker of the motion was, uh -- was it Mr. Guyton? Was Mr. Guyton the maker of this motion?

COUNCILPERSON J. DAVIS: I don't remember.

CHAIRPERSON THOMAS: I want to say Mr. Guyton was the maker of the motion.

COUNCILPERSON GUYTON: Right. I'm --

CHAIRPERSON THOMAS: Um, if you -- we can handle it how you want to handle it. I'm just -- I'm -- I'm stating that I'm just not feeling comfortable doing it like this. Because we do have an ordinance that say the -- that that's the length of the terms.

COUNCILPERSON GUYTON: Mr. Chair, this is only impacting two of the three, I think. If we can approve -- because we have the fifth member on here, as well. We can just approve the fifth member and have the other two come back with -- I guess, after consultation with Pam and the pension attorney and see how to do this without you feeling uncomfortable. But I don't want to hold the other one up because of this issue.

CHAIRPERSON THOMAS: So you say you just want to go ahead and appoint -- just re-appoint them and then come back and stagger the terms? I'm not sure if we're able to do that.

COUNCILPERSON J. DAVIS: Hmm.

COUNCILPERSON GUYTON: No, no, no, no. I'm saying that we have three members up for re-appointment. This two-year issue only impacts two of them and the fifth member, it is four years. Now, all of them are going to get four. We're only doing it -- we -- I'm talking like I'm still on the board. But, um, it was only suggested to get the terms staggered so that they all won't come up for re-election and re-appointment at the same year.

COUNCILPERSON J. DAVIS: But it still has --

CHAIRPERSON THOMAS: I -- I agree with what you're saying. It's just the -- it's just the process and way we're doing it is where I'm uncomfortable.

COUNCILPERSON GUYTON: Understood. Well -- well, if it's easier to do it all in one for -- and -- and -- and --

CITY ATTORNEY RYAN: (Unintelligible).

COUNCILPERSON GUYTON: -- and, Mr. Chair, I -- I --

CHAIRPERSON THOMAS: Yes, sir?

COUNCILPERSON GUYTON: -- I -- I -- I know you're running the meeting but I seen Mr. Atkins kind of squealing in his seat. Um, if he would be allowed --

CHAIRPERSON THOMAS: I get you. I get you. I get you. I get you. I hear you. Mr. Davis, you had something you wanted to say.

COUNCILPERSON T. DAVIS: I -- I'm -- I'm just waiting to see what Legal say on what we can and can't do. That's -- that's where I stand.

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON GUYTON: Yeah.

COUNCILPERSON T. DAVIS: Legal say we can do it, I'm for it.

CHAIRPERSON THOMAS: Um, Mr. -- Mr. -- Mr. Atkins, you wanted to talk? I wanted

to get our staff out first.

JUAN ATKINS: Thank you, Mr. Chair. Juan Atkins. I, um -- I just wanted to point out that in our meeting we did take action to voluntarily, um, submit to being re-appointed --

COUNCILPERSON GUYTON: Agreed to the two years.

JUAN ATKINS: -- for a two-year term. I wasn't aware of the conflict that -- that was created because the current ordinance says four years.

CHAIRPERSON THOMAS: Ordinance, yeah.

JUAN ATKINS: But we agreed and we took action in our meeting to voluntarily, um, be appointed for a two-year term, at which time in two years we'd be re-appointed again for the four-year period to create the stagger.

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON J. DAVIS: Uh-huh. Those are all (unintelligible) ordinance though.

CHAIRPERSON THOMAS: I -- I -- I -- I understand that. This -- this is -- this is -- this is what I'm feeling. I understand where everybody wants to go and I want to support that. But I want the process to be clean. And this right here does not seem clean to me.

COUNCILPERSON GUYTON: Okay. Not a problem.

CHAIRPERSON THOMAS: So, I mean, I'm willing to support whatever it is, however the pension board wants to do it. I'm -- I'm willing to support that. But I don't want to do this messy. I really think we should just do it clean. If we're about to bring it back, what difference does another meeting make? What difference does another two weeks make?

COUNCILPERSON J. DAVIS: Mr. Chair?

COUNCILPERSON GUYTON: Is it two weeks or (unintelligible)?

CHAIRPERSON THOMAS: Yes, August 7th is our next meeting.

CITY MANAGER JONES: Uh-huh.

COUNCILPERSON GUYTON: Oh, okay.

CHAIRPERSON THOMAS: August 7th.

HUMAN RESOURCES DIRECTOR PERRY: May -- may I say this?

CHAIRPERSON THOMAS: Of course.

HUMAN RESOURCES DIRECTOR PERRY: Um, because if you do that, you really

would need an ordinance to change how you're going to stagger those terms. Um, and that's on two readings.

CHAIRPERSON THOMAS: Right. That -- that's my -- that's my point with the process.

HUMAN RESOURCES DIRECTOR PERRY: Uh-huh.

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: So -- well, let me ask you this. Let me just ask this. If the pension board -- can the pension board -- does their ordinance -- does -- does their ordinance allow them to decrease their own terms?

COUNCILPERSON J. DAVIS: They don't have (unintelligible) --

COUNCILPERSON GUYTON: I --

HUMAN RESOURCES DIRECTOR PERRY: You would have to -- you would have to pass an ordinance. You all would have to pass a --

CHAIRPERSON THOMAS: I'm -- I'm saying for the -- but -- but the pension board as -- as -- as they're sitting as themselves, can they -- like Mr. Atkins said --

COUNCILPERSON J. DAVIS: Their votes?

CHAIRPERSON THOMAS: -- that they said, Hey, well, listen, we -- we -- they voted or they agreed to take a reduced term to get it staggered. Um, I mean, are they -- can they legally do that?

HUMAN RESOURCES DIRECTOR PERRY: Not to me. You have to ask your attorney. But I would think you would have to pass an ordinance.

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: One second.

HUMAN RESOURCES DIRECTOR PERRY: To allow this -- this stagger.

CHAIRPERSON THOMAS: Okay. Okay. Miss Ryan?

CITY ATTORNEY RYAN: Okay, Mr. Chair. Number one, only the city council can pass an ordinance.

COUNCILPERSON J. DAVIS: Right.

CITY ATTORNEY RYAN: They can make a recommendation to the city council.

COUNCILPERSON J. DAVIS: That's right.

CHAIRPERSON THOMAS: Uh-huh.

CITY ATTORNEY RYAN: But that is as far as it can go. I would need to see the ordinance that was passed a couple of years ago to see if it says "may" or "shall." If it says that their terms shall be four years, then there's nothing that we can do about that. Shall is shall. If it says may or may be up to four years, then we can certainly do what the vote was at the meeting.

CHAIRPERSON THOMAS: That's -- that's --

COUNCILPERSON GUYTON: And I think that's what it says, up to.

CITY ATTORNEY RYAN: But I don't have it so if I --

CHAIRPERSON THOMAS: -- that's -- that's --

COUNCILPERSON GUYTON: Okay.

CITY ATTORNEY RYAN: -- you know --

COUNCILPERSON GUYTON: So could you consult with --

CITY ATTORNEY RYAN: Yes.

COUNCILPERSON GUYTON: -- the pension attorney?

CITY ATTORNEY RYAN: So I will find that out and we can put it on the next agenda.

CHAIRPERSON THOMAS: Let's -- let's -- yeah, let's --

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: -- pull it for this agenda.

COUNCILPERSON GUYTON: Not a problem.

CHAIRPERSON THOMAS: If -- if you're okay with that. You're the maker of the motion.

COUNCILPERSON GUYTON: I -- I'm okay as long as it come back in two weeks. I don't think you would have to do much providing unless there's an ordinance required.

CHAIRPERSON THOMAS: No. I'll -- I'll make sure it's put back on if that's the --

COUNCILPERSON GUYTON: Yeah.

CHAIRPERSON THOMAS: -- the case.

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: Are you withdrawing?

COUNCILPERSON GUYTON: Are you okay with that, Miss Perry?

HUMAN RESOURCES DIRECTOR PERRY: Oh, sure.

COUNCILPERSON GUYTON: Okay.

HUMAN RESOURCES DIRECTOR PERRY: Sure.

CHAIRPERSON THOMAS: Are you withdrawing?

COUNCILPERSON GUYTON: Yes, I'm withdrawing my motion and bring it back in two weeks.

CHAIRPERSON THOMAS: Okay. That item is gone. Withdrawn.

CITY MANAGER JONES: Mr. Chair?

CHAIRPERSON THOMAS: All right. Yes, ma'am, Miss --

CITY MANAGER JONES: While we're on the police pension board, I was asked to let you all know from Pension Board Member Brooks that she would have been here today. She didn't want you to think her lack of attendance was not interest, but her mother-in-law passed away. And so she's in Fort Pierce.

CHAIRPERSON THOMAS: Okay.

CITY MANAGER JONES: But she wanted me to make sure you -- you all knew that.

CHAIRPERSON THOMAS: That's definitely understood and our prayers will go out to her. Um, we're getting ready to come to you now, um, Madam Manager, but what I do want you to address after you finished with your, um -- your -- your comments, please address, after you finish, the -- the newsletter that went out and that information. So we're going to you first, uh, Madam Manager.

CITY MANAGER JONES: Thank you, sir. A couple of things as it relates to meetings and then would like to make the public aware of some things that are happening within our community.

Just as a reminder, on July the 31st, we will have, um, our budget workshop. You will get those documents next week. Um, that is scheduled for 5:30 here in the council chambers. We were tentatively looking at August the 5th for the workshop on the marina. However -- and that was not just the marina's budget, but it dealt with the operations; it dealt with a lot of issues.

Unfortunately, the reports that we were commissioning are not complete yet in order to be able to do that. So we're polling you in your dual capacities as CRA board and City Council members, uh, for a date a couple weeks away in August. However, on August

the 5th, uh, we are trying to schedule the pension workshop. Since you already had the date reserved on your calendar, we would like to have the pension workshop. We'll introduce some of that on the 31st but on August the 5th, we'll be advertising the pension workshop in order to make sure that all of our labor, um, organizations are present, as well as all of our pension boards and trying to get that information out.

COUNCILPERSON GUYTON: Mr. Chair, I have a question.

CHAIRPERSON THOMAS: Hold -- hold on one second. Hold on one second. You -- you done with that thought? I just don't want you to lose your thought.

CITY MANAGER JONES: Yes.

CHAIRPERSON THOMAS: Mr. Guyton, go ahead.

COUNCILPERSON GUYTON: Would that include the FPPTA that we --

CITY MANAGER JONES: Yeah, that's the pension workshop I'm speaking of, sir.

COUNCILPERSON GUYTON: Okay. That was my question.

CHAIRPERSON THOMAS: Okay.

CITY MANAGER JONES: Uh-huh. Um, we will then proceed with the scheduling of our other workshops. Due to, um, scheduling with vacations and some things, we may have to move the August 12th budget workshop. But we will let you know about that no later than the end of the week as to whether that's going to be necessary.

A lot of good news. Good things are happening in Riviera Beach. I mean, I don't have time to talk about them all 'cause I need to keep this short. But over the weekend, the Barracuda Bay -- the Barracuda Swimmers that are out of our Barracuda Bay Aquatics Complex hosted their first swim meet for South Florida. And that is a major accomplishment for the friends of the Barracuda Swimmers. They have support. You all have supported with Community Benefits. But it was a great opportunity for the City to -- to host a swim meet for South Florida. And I'm sure -- (applause) -- right. We will continue to move forward in that area.

Also we had the opportunity, staff and I, to meet with, um, Mr. Dan Volker, and he is with the Palm Beach Divers' Association. And whether -- we talk about it but we don't talk about it as much as we are going to be talking about it, and that is the positioning of the diving under the Blue Heron Bridge, which is -- could be number one in the country.

COUNCILPERSON J. DAVIS: (Unintelligible) in the country.

CITY MANAGER JONES: And the Palm Beach Divers' Association is having what they're calling Project Sea Horse. And that will be on August the 2nd and the 3rd. And they are wanting us to encourage Riviera Beach children to come out to this event so they can talk to them about diving, expose them to that great experience. That'll be

August the 3rd -- 2nd and the 3rd. We will be placing this announcement on our TV station. If you're interested, please contact the City Manager's Office so we can get you in touch with them. But the phone number for Mr. Jim Abernathy is 842-6356. And so this is another opportunity.

The CRA will be working with us because they also have their program exposing our young people to boating and the whole water life. And so we're just really eager and anxious about this event. And we think it's really great for the City of Riviera Beach.

We have had conversations within the last two weeks with several developers interested in coming to the City. But I just wanted to highlight the announcement that was made by the Business Development Board. A recent business that is coming to Blue Heron Boulevard, it's a call center. They will be hiring, um, almost from the ground up, even H.R. directors and everything. They're not bringing many of their staff with them. And this is another opportunity with 200 new jobs in our city for our residents to have an opportunity for gainful employment or either maybe a second or third job.

But things are moving. We're providing opportunities. And I just wanted to highlight those briefly, some of those activities that are taking place in the City. Now to the newsletter.

CHAIRPERSON THOMAS: Yes. By all means.

CITY MANAGER JONES: Yeah. You were just as concerned as I was concerned. And because the conversation about the article was with Deputy City Manager Danny Jones, I'm gonna ask him to go to the mike. We do not write the articles in the newsletter. The newsletter articles are written by one of our employees that we contract with to do that. Um, however, there was some assistance provided on this one, so I'm gonna ask Mr. Jones to address what has occurred with this article.

DEPUTY CITY MANAGER JONES: Danny Jones, Deputy City Manager. At the end of, uh, June, a citizen contacted me to provide an update on the new facility the City purchased. They wanted -- they -- they originally wrote an article for one of the condo associations and they wanted to update that article. So I provided an interview and gave them an update on the article.

When the article was finished, he sent it to me for review. I edited the article and sent him back the final edited version. I e-mailed all of the council and the city attorney a copy of my response to that person today.

Uh, when the article came out I was shocked at the headlines and the first statement in there. And I wrote back to the citizen and let them know how disappointed I was for being misquoted and the facts not being articulated as I had laid them out in my letter to him.

The final edit for that publication was completed by me. So the information is inaccurate, and I've spoke with the -- with the editor for our Riviera paper. Next month there will be a full retraction and my originally published letter will -- will be published as

an update. And we will provide additional information on TV 18.

CHAIRPERSON THOMAS: Mr. Jones?

DEPUTY CITY MANAGER JONES: Yes, sir.

CHAIRPERSON THOMAS: I -- I understand that. But this -- this is where I'm having a -- a huge problem. First of all, nothing should be going out of here on City letterhead with City dollars that the City does not support.

COUNCILPERSON J. DAVIS: Uh-huh.

CHAIRPERSON THOMAS: I've been under the impression that -- I know that Miss Dozier has been doing the newsletter for quite some time. And I -- I've never had a -- a problem with it or seen a problem with it. So if -- how is it that somebody who -- if this wasn't Miss -- this wasn't Miss Dozier that you're saying that wrote this, this was somebody else that wrote this?

DEPUTY CITY MANAGER JONES: The original interview was not Miss Dozier. But Miss Dozier had a hand in the edits, yes.

CHAIRPERSON THOMAS: Okay. But how is it that we allow something to go out that's false? This is going out to 15,000 people. So a retraction is not going to -- to -- to make that, you know, any better. It's going to confuse people more. It's going to make people think that we're trying to lie to them. I mean, I've heard a speaker come up today and say, Hey, we're trusting you, Council, and if this is what's going on, I'm -- I'm -- I'm -- I'm really -- I'm really bothered by that. This is not something that I'm just saying -- gonna sit back and just be like, Okay. This is what happened. Let it be done. No, something needs to be done about this and somebody needs to be consulted about --

DEPUTY CITY MANAGER JONES: We're taking the --

CHAIRPERSON THOMAS: -- what just happened. This -- this is a huge -- this is a huge problem. This is a huge, huge mistake because it's -- it's totally inaccurate.

DEPUTY CITY MANAGER JONES: I understand, sir, and we're trying to take the appropriate actions to correct that. If you see the information I sent out to you today, I actually sent a letter, copied my final edit letter -- edited letter, along with the newsletter to show the differences.

CITY MANAGER JONES: And Council -- and, um, Chair Thomas, the key is a directive to the editor of the newsletter that nothing goes out that either the City Manager or the Deputy has not read.

COUNCILPERSON GUYTON: Uh-huh.

CHAIRPERSON THOMAS: I mean, I -- I mean, I'm (unintelligible) --

CITY MANAGER JONES: That's what corrects it. That person does not have --

CHAIRPERSON THOMAS: -- (unintelligible) --

CITY MANAGER JONES: -- just the, um, flexibility to do and change. You don't see the galley prints. You don't see any of that.

CHAIRPERSON THOMAS: Right.

CITY MANAGER JONES: I've never seen a galley print of a newsletter since I've been here. So that's the directive that's going out to the individual doing the newsletter.

CHAIRPERSON THOMAS: Um, we need to correct this as soon as possible. Using the TV, sending out another newsletter before the time that comes up. It -- this is -- this is too important of an -- important of an issue. It's already division in the community behind this. This right here cannot wait three months. This needs to be taken care of right away. It needs to be done. So I don't care if we have to run 20 loops on TV. I don't care what we have to do. We need to get out the correct information.

When -- when people keep hearing five different stories, they don't know what to believe. You know? And that's a huge, huge problem. So all I'm saying is, fix it. Fix it immediately. And this is not a slap on the wrist, throw this under the rug. This needs to be, you know, done. And if somebody did something, especially they're outside. If they're outside and they did something other than what they should be, uh, doing, I -- I -- I would suggest that you make sure that you take care of that in the appropriate --

COUNCILPERSON J. DAVIS: Uh-huh.

CHAIRPERSON THOMAS: -- in an appropriate manner. Okay.

MAYOR MASTERS: I have a question, Mr. Chair.

CHAIRPERSON THOMAS: Uh, hold on one second, Mr. -- Mr. Mayor.

MAYOR MASTERS: Okay.

CHAIRPERSON THOMAS: Miss -- you -- you have a question on this?

MAYOR MASTERS: Yes.

CHAIRPERSON THOMAS: Okay. Hold on one second. Did you -- did you want to add anything else? I'm sorry, uh, Mr. Jones, 'cause I actually interrupted you.

DEPUTY CITY MANAGER JONES: No, sir. I just wanted to reassure you that we will take the appropriate steps to get the correct information out. And we will not wait the three months to take care of that.

CHAIRPERSON THOMAS: Thank you very much, sir. Mr. Mayor?

MAYOR MASTERS: Yes. I -- I guess it's to the, uh -- the Manager.

CHAIRPERSON THOMAS: Try to -- try to make your mike work if you can. Get closer to it or --

UNIDENTIFIED SPEAKER: Yeah.

MAYOR MASTERS: I've never had trouble talking in the mike. I've done it -- been doing it all my life as a -- as a preacher. Mr., uh -- well, Miss Jones, are you saying that of all the newsletters that have gone out, you have never seen them to okay them before they go out?

CITY MANAGER JONES: That's correct.

MAYOR MASTERS: Okay. Um, and also, um, my next question is so you have given authority to the editor to send them out without your view -- review?

CITY MANAGER JONES: Initially when --

MAYOR MASTERS: In the past.

CITY MANAGER JONES: -- yeah. Initially when this started and Miss Dozier was doing the newsletter, she was also at the time the legislative assistant for the Chair. And the Chair read them. Now that the Chair is gone and there's been a change, that's when the new directive comes in that it comes -- the review comes to the City Manager's Office.

MAYOR MASTERS: Okay. And the final -- the final question for the record, is it the City -- is it the City's position that the City Hall and the library and the fire station, not the administrative but the -- the trucks, that are on this property, is it the City's position that the permanent location for the City Hall, the library and the fire station without the exception of the administrative part of it, but the -- the trucks or whatever, will be 600 W. Blue Heron Boulevard?

CITY MANAGER JONES: There's been no action taken that addresses the issues you raised.

MAYOR MASTERS: I didn't -- I didn't hear you, Madam --

CITY MANAGER JONES: There has been no action taken that addresses the issues that you raised.

MAYOR MASTERS: Okay.

CHAIRPERSON THOMAS: Okay. Thank you. Um, you know what, Mayor? We're going to start with -- wait a minute. Let me make sure I'm going the right -- Legal Discussion. Legal Discussion. I'm sorry.

CITY ATTORNEY RYAN: I have a couple of things that I can discuss at the next meeting since we're having one in two weeks. Um, I wanted to address the Susan Bucher issue. You told me to do it under --

CHAIRPERSON THOMAS: Yes. Yes.

CITY ATTORNEY RYAN: -- my, um -- under my comments. Susan Bucher, as the Elections Supervisor, was a part of the first --

CHAIRPERSON THOMAS: Check your mike, too.

CITY ATTORNEY RYAN: -- was a part of the first declaratory action that involved the task force. Um, the City made some allegations regarding her participation that called for her to be included in the lawsuit. Um, Miss Bucher has been well-represented by Ken Spillias of Lewis, Longman & Walker this entire time. And one of the issues that we had was a dispute over, um, the contract that the City -- this city and other cities enter into with the Elections Supervisor concerning the payment of her legal fees.

We agreed when that whole declaratory action issue was going on to deal with the issue later. It is not as Mr. Lozman said that there was a judgment entered in favor of, um, Miss Bucher. That has never occurred. Um, Miss Bucher, as I said, represented by Ken Spillias, um, she had attorneys' fees that were in excess of $20,000. But through his representation, she agreed to accept $15,000 as payment for her settle -- as payment of her fees during that declaratory action.

I don't know about you, but I think it's -- it was definitely beneficial to the City to save the 5 to $7,000 that we saved in that. If Miss Bucher had a problem with it, she certainly could have let us know at any point. She did not. When I spoke with her attorney -- and I did speak with him personally -- she was ready and able to sign off on that settlement agreement. And she did. The item did not come to the city council because the city manager does have the authority to settle lawsuits under $20,000.

COUNCILPERSON J. DAVIS: Uh-huh.

CITY ATTORNEY RYAN: And that's what she did with my recommendation to her. And that's why the manager said she wasn't involved in it. But of course she did know about it. I don't settle any cases without either the city manager's authority or the city council's authority as appropriate. So, um, you know, I -- I would hope that Miss -- Miss Jones does speak with Miss Bucher because the allegations that he makes against her seem to put her in a very vindictive light. And I would not want that to, um -- to be the final word in --

COUNCILPERSON J. DAVIS: Right.

CITY ATTORNEY RYAN: Unless, you know, she says otherwise.

COUNCILPERSON J. DAVIS: And if she didn't say it, we -- I -- I'd like for her to write a letter.

CHAIRPERSON THOMAS: Yeah. Yeah, yeah. We -- we need to make sure that we -- we address that. So can you address that to make sure that that's not -- wasn't said or was said and then --

CITY ATTORNEY RYAN: Would you like me to draft a letter?

CHAIRPERSON THOMAS: Yes. Yes.

COUNCILPERSON J. DAVIS: Yes.

CITY ATTORNEY RYAN: Absolutely.

CHAIRPERSON THOMAS: Absolutely.

CITY ATTORNEY RYAN: Not a problem.

CHAIRPERSON THOMAS: Anything else from Legal?

CITY ATTORNEY RYAN: No, except to say that I will be on vacation next week for one week with my family. Thank you.

COUNCILPERSON J. DAVIS: Enjoy.

CITY MANAGER JONES: Oh, don't talk about vacation.

CHAIRPERSON THOMAS: Okay. Any City Council Committee Reports?

CHAIR PRO-TEM PARDO: Yes, sir.

CHAIRPERSON THOMAS: Okay. Miss Pardo?

CHAIR PRO-TEM PARDO: Okay. I have a couple of things. And this is really for the City Manager and for our staff to make them aware of this.

The first thing is Palm Beach County Board of Commission -- Commissioners recently passed an ordinance which is banning drop boxes in unincorporated Palm Beach County. And drop boxes, I mean, you know, the boxes where you put -- where you donate clothes and shoes and all of that. And what's happening is, there's companies who are going around the county and just dropping boxes in, um, parking lots. And people think that they're donating to Goodwill, but they're not.

COUNCILPERSON J. DAVIS: Uh-huh.

CHAIR PRO-TEM PARDO: They're companies who are then taking the -- your goods and they're making money off of it. And, um, so the Palm Beach County League of Cities, they're involved in this right now and they're looking at the County's ordinance. And then they're going to be passing it to all of the cities. So that's something that we all need to be aware of, because we don't want to wake up one morning and have these drop boxes littered, you know -- littering the city.

The second thing is we've all heard about All Aboard Florida, which is going to be an express train that starts in Miami, and it'll stop in Fort Lauderdale. There'll be a stop in West Palm Beach and then it'll go up to Orlando. Um, we need to be aware of this; all the cities along the coast need to be aware of this. Um, the cities that have train -- you know, the train rails in their cities are going to be responsible for the upgrades of the -- the whatchamacallits. The --

COUNCILPERSON J. DAVIS: Crossings?

CHAIR PRO-TEM PARDO: -- the crossings. And the City of Riviera Beach only has one crossing that we would be responsible for, but there are other cities like the City of West Palm Beach. There's 14 crossings that they would be responsible for. Lake Worth has a lot, also. And these cities are seriously thinking about, um, shutting down the streets because they're not going to be able to afford the improvements.

So I'm making the City aware of that and maybe that's something that, um, Mrs. McKinney can, you know, really start getting involved in. And again, um, the League put together a committee. They're working with -- with All Aboard Florida. But you know, we all need to be aware of this, that we may get stuck with the improvement costs for the crossings.

And what else did I want to mention? Oh, one other thing, the FEMA maps. All of the cities in Palm Beach County were given the new FEMA maps and the maps are wrong. Right? There's staff people from all the cities and there's elected officials in this, you know -- city-elected officials and county-elected officials who are now joining together and, um, looking at the maps and making recommendations. And the County went as far as to hire someone, an engineer, to look at all of the maps.

The League of Cities will be sending a letter, you know, a template to all of the city managers asking them to send the letter to FEMA. And the letter is asking for an extension. Right now FEMA is saying, You have 30 days to give us recommendations. And since the maps are wrong, you know, we obviously need more than 30 days.

So I'm not sure if we got that letter yet but, um, you should be receiving it any day. And then the League will hold a meeting on the 29th in Lantana to continue discussing the new FEMA standards and the new maps.

And the last thing, I went to the Port of Palm Beach meeting yesterday, and I just want to make everyone aware that their commissioner, George Mastics, has been very ill and he's been in the hospital. So I just --

COUNCILPERSON J. DAVIS: Who? I'm sorry.

CHAIR PRO-TEM PARDO: George Mastics.

COUNCILPERSON J. DAVIS: Oh.

CHAIR PRO-TEM PARDO: He's been very ill. He had surgery and, um, it was a little

touch and go for a couple of days. He seems to be doing better but he's still in the hospital, so I just wanted everyone to know. And that's my report, sir. Thank you.

CHAIRPERSON THOMAS: Okay. Any other, uh, City Council Committee Reports?

COUNCILPERSON J. DAVIS: Um, Mr. Chair?

CHAIRPERSON THOMAS: Miss Davis?

COUNCILPERSON J. DAVIS: It's not really a committee report but, um, just piggybacking on something, um, Councilwoman Pardo said. Um, to add to the All Aboard Florida conversation, uh, I believe it is the League and some of the -- what's the lady's name with, um, Treasure Coast? Kim --

CITY MANAGER JONES: Treasure Coast?

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: Delaney?

COUNCILPERSON J. DAVIS: -- Delaney.

CHAIR PRO-TEM PARDO: Yes.

COUNCILPERSON J. DAVIS: She has been designated to, um, work with the League to see if there are federal -- if we can get federal dollars for -- for assistance with some of these crossings. And the -- the -- the flood maps, this -- the FEMA maps, that pertains to flood zones, right?

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: Yeah. Uh-huh.

COUNCILPERSON J. DAVIS: Yes. So we might have to --

CHAIR PRO-TEM PARDO: Yeah. It's serious for us, a coastal city.

COUNCILPERSON J. DAVIS: -- do something about that. Thank you.

CHAIRPERSON THOMAS: Okay. We're done with Committee Reports. We're going to start off with the Mayor tonight.

MAYOR MASTERS: Thank you. Um, Mr. Chair, I'm probably going to take about five to six minutes. Um, first of all, I want to thank the -- the pastors and the community leaders for working around the clock, including Reverend Lonnie Lovett relating to the, um -- the two issues that will be placed on the ballot whenever that we have an election.

I'm sure the Council is going to vote to have an election in March in light of the judge's decision as relate it is the marina, because without having that referendum election in March, everything is tied up as far as the marina and, uh, we're making progress and I'm sure that they would like for the people to speak as to the progress that's being made and the direction that the City should continue to go forward. I can't see the City waiting two years for that.

So that's probably the reason why the idea of March 2014 came up, because the judge did rule that that issue should go back on the ballot; is that correct, Attorney Ryan? The -- the marina issue should go back on the ballot. Is that -- am I correct?

CITY ATTORNEY RYAN: That is correct. That is what the judge -- the judge ordered.

MAYOR MASTERS: Okay. But he just didn't say when, right?

CITY ATTORNEY RYAN: He specifically did not say when. He specifically said, I will not tell the City Council when to have -- have the -- the -- the item placed on the ballot because I understand that there's an issue of --

MAYOR MASTERS: Right. Well --

CITY ATTORNEY RYAN: -- monies that need to be spent.

MAYOR MASTERS: -- my -- my recommendation is for it to go on hopefully in March, as soon as possible. Whenever Miss Bucher is ready to go.

Now, um, two of our council people were not on the dais when this whole idea came up about the police and the fire -- and closing Fire Station number 2. But I was very -- along with Councilperson Pardo, um, I said from day one -- I begged the Council to get public input. I begged the Council to have a town hall meeting in Federal Gardens to inform the people in Federal Gardens about this, see how they felt. I even begged the Council to take a survey. You know, just put it out there. Let -- bring the people on board.

But again, I think it fell on -- on deaf ears. I said from day one that if you do not bring the people on board, if you do not have town hall meetings -- not just channel 18. This is not enough. A lot of people, they don't even have cable. Town hall meetings is taking it directly to the people where the people are. That wasn't done. I stated months and months and months ago that, uh, I would be very happy to take this issue to the people and to take the lead on it.

As the Manager just asked and answered my question about the permanent location of everything here, the response of the Manager was at this point that there has been no action taken. That is why the referendum is important, because it says that everything on this property remains. This is the permanent location of the, uh, Bobbie Brooks Complex.

And our fathers knew what they were doing to bring everything here. I support that. I will continue to support that. I will continue to be at public places along with others that are going door to door asking the people and explaining to the people we purchased a building that we never should have purchased in the first place. And just because you purchased it to have fire and police and public works does not necessarily mean that you're locked in.

You purchased the building for one thing. You can have other options. You can

change your mind and have other options viable if that's what the people want. Or at the end of the day, sell it. Somebody bought it. We bought it, so I guess -- I guess we'd say nobody want it but us.

The other thing is, um, the other petition deals with extending the Mayor's veto power. The Mayor already has power to veto ordinances. But somehow the -- the charter stops short of resolutions. And that's all we've asked for. And according to the polls and the survey, we're going to win that. We're going to win the referendum 2 to 1.

I don't know if any other councilperson wants to speak as I want to speak, and I think Terence Davis -- Councilman Davis did mention this. But the worst decision that was ever made as far as I'm concerned of injustice was just made a few days ago. Trayvon Martin would be living today if Mr. Zimmerman -- if -- if he had followed the advice, Stay in the car. This is not about stand your ground. It's about staying in the car.

Therefore, I have joined with other clergy of this area and community leaders and there will be a community response. There will be petitions there. Hopefully all the petitions will be there -- be a good place to be. There'll be a couple of thousand people. Let the people speak -- for people to sign to insist that the federal government bring hate charges and -- and criminal charges against Mr. Zimmerman on a federal level.

Um, Mr. Tracy Martin, who is the father of Trayvon, will be our special guest speaker. It will be July the 28th at 7:30 p.m. at the Hilltop Baptist Church. Reverend Griffin Davis, Sr. will be the pastor and the -- the petitions will be there.

Also, Mr. Chair, I close with, um, just briefly, Councilperson Davis mentioned something about a passport. It was a visa. And the, uh, China government's a Communist country and they require a visa. I have my own passport. Just to clarify that. And if there are any other issues that anyone has, what I was trying say, that I will ask my previous staff questions and be happy to answer any more questions.

But, um, you know, I'm just doing the best I can of what I have to work with. And I'm going to continue to be with the people. The people put me here. And the people have done it time and time and time again. And I didn't get here overnight. And I really feel strongly about this referendum. The people should have the right to determine whether or not anything on this property should be moved. I'm proud to let the people speak.

And if we're not afraid, if -- if there's not a problem, you know, why are we afraid to let the people speak? They may say, uh, it's the -- a great idea. Move the fire station. Move City Hall. Move the library. Move. But they don't say it. I'm with the people. Whatever way the people vote, I will support their voice. Thank you, Mr. Chair.

CHAIRPERSON THOMAS: Thank you. Miss Davis?

COUNCILPERSON J. DAVIS: Um, jeez. Since the meeting ran so late last time I didn't really get an opportunity to, um, thank all of those people who participated in the, um, Memorial Day event and the sponsors. COASI, which is the Community Officers Association of Singer Island, Cisco, McKinley Financial, All-Site Construction, Coca-

Cola, Pepsi, uh, the CRA CDC, the City of Riviera Beach, Inlet Grove students, South Side Mothers and the National Guard Armory Reserve, Young Bird Lodge and the Republican Party of Palm Beach County were the volunteers.

And I'd also like to take this opportunity because they don't get a lot of thanks oftentimes, and that is Public Works who made sure that our signs were up, you know, of our sponsors, and the Parks and Recreation Department for making the frontage area in front of City Hall beautiful, and painted the lines so that the flags really looked nice. So thank you, guys, very, very much. I really appreciate it.

And also I'd like to take this opportunity to say kudos to Dr. Drayton and to Mr. Sloser for -- and -- and that whole team for organizing the Teen Council. And I'm really excited about that and can't wait to give them some of my time to mentor these young people in public service or governing. Thank you very much.

CHAIRPERSON THOMAS: Thank you. I'm just going to advise my colleagues from here on out we are past the, uh, meeting time so if everyone would just kind of hurry up your comments, we -- we -- we are already past time. Mr. Davis?

COUNCILPERSON T. DAVIS: Uh, thank you. I want to reiterate on what Miss Jones talked about from last Saturday. I, too, had the opportunity to actually go and watch --

CHAIRPERSON THOMAS: Please speak into the mike.

COUNCILPERSON T. DAVIS: -- I'm speaking. We've just gotta get -- keep it turned on for some reason. Staff in the back? Tell him I need a --

CHAIRPERSON THOMAS: It's on.

COUNCILPERSON T. DAVIS: No, I'm speaking straight to it.

CITY ATTORNEY RYAN: Go. Right. Talk right now.

COUNCILPERSON T. DAVIS: All right. Let's make sure that we get these microphones fixed, first of all. I want to say good night to everyone. But like I was saying, I had the opportunity to go out and spend some time with the parents and the children and to cheer these children on. 'Cause so many times in Riviera Beach we only had the opportunity to go visit -- experience football and basketball. But I saw 30 some youth go out and swim and really have a good time and competing.

And me and the parents were discussing about how we can make this a year-round program because swimming is a sport that you can't afford to take off, because it's a very, very difficult activity. And based on the research that I began to do, our youth, based on the community they come from, they have an opportunity to get a lot of free money because African-Americans typically don't -- do not go to college for swimming. So there's a lot of money out there for our kids to go out there and to compete on an athletic and academic level so they can get some free education.

Two, I remember the last meeting, um, Councilman Guyton discussed bringing back before the board the City Attorney's contract so we can talk about the terms like we did with the City Manager tonight. So I noticed that the City Manager was on the agenda, but I didn't see the City Attorney's contract so we can discuss that.

CHAIRPERSON THOMAS: We -- we said at that meeting that we would not bring them back at the same time. And I'm -- I haven't started negotiating with Miss Ryan yet.

COUNCILPERSON T. DAVIS: Okay. I just wanted to make -- see where we are with that.

CHAIRPERSON THOMAS: Yeah. Sorry to interrupt. I just wanted to give you that.

COUNCILPERSON T. DAVIS: Well, other than that, everyone have a good night, be safe and love one another and see you next August.

CHAIRPERSON THOMAS: Thank you, Councilman Davis. Miss Pardo?

CHAIR PRO-TEM PARDO: Thank you, sir. Um, I'd like to remind the residents that Abe Elam's Family Fun Day is this coming Saturday. It was rained out a couple of weeks ago. So, uh, mothers and fathers, please, you know, go over to Calloway Park. It's going to be a great time.

COUNCILPERSON T. DAVIS: What time is it?

CHAIR PRO-TEM PARDO: I think it begins at 9:00. You know, take your kids. It's a great -- you know, a great way to spend the day with your kids. There's going to be athletes there. There's gonna be all kinds of activities for the kids. It'll be a great time once again.

Um, and then the other thing I'd like to mention, the landscaping on Singer Island. Um, there are six dead trees. You know, the State gave us a lot of money to do the beautification of A1A. Three trees have been removed. Three dead trees have been removed but they haven't been replaced. And there are currently six dead trees still -- right now they're still standing. Um, they'll be falling over soon.

So I would appreciate, you know, someone getting on top of that, removing the trees and making sure that the new trees are planted. I think we're getting close to our one-year warranty. And I would hate for the warranty to, uh, expire without us getting new trees. That's all I have. Thank you, sir.

CHAIRPERSON THOMAS: Okay. I'm gonna go next, then I'm gonna let Councilman Guyton close it out for tonight. Um, first of all, I would like to say, um, to Miss Cobb -- I don't know where she -- oh, I see her. I happened to get trapped in your library parade, which I thought was one of the most awesome things that this City has done. I saw the kids that were very excited about it. It was just a parade of -- I think you had said things that dig. So we had a bunch of these city vehicles that -- that dug and that -- well, it was just exciting. So I wanted to congratulate you on a -- on a beautiful, um, event. I'll be

trapped any day the City kids have that much fun. So congratulations on that.

The other thing I want to say very quickly is, uh, Miss Jones, congratulations on your contract.

CITY MANAGER JONES: Thank you.

CHAIRPERSON THOMAS: We look forward to you doing some great things. We are going to definitely be making sure that we give you the clear direction that you need, give you the support that you need in order to -- yeah, I'm just kind of just talking to you. But, you know --

CITY MANAGER JONES: (Unintelligible).

CHAIRPERSON THOMAS: Oh, okay. We're gonna make sure that we give you the -- the support that you need to be an effective manager. But we want you to step up, think outside of the box, bring training, doing whatever you need to do to move this city forward. So congratulations on that.

Um, Miss Ward, I wanted to -- I don't normally address you definitely at this meeting. But today you gave me a -- a certain jilt when you offered your expertise of some 30 years of clarifying some of the misnomers that we have out in the community. And I just appreciate you doing that. And we just appreciate all of the years that you've, uh -- you've put in. I know that you're in the drop. I just found that out. I'm -- I'm gonna be sad to see you go. But I definitely -- I definitely appreciate you just being the professional that you are. And I'm -- I'm very glad that you're here and I'm very glad of all the service that you, uh -- that you are giving to this board and to this City. And I don't say it often enough but I really appreciate you and I wanted you to know that tonight.

CITY CLERK WARD: Thank you, Mr. Thomas.

CHAIRPERSON THOMAS: You're very welcome. You're very welcome. To the board, to my colleagues, I know that some of these things are contentious sometime, especially with a contract and -- and different things. But I want to commend the board on 98 percent of that was handled very professional. I think we did get through it. Everybody might not have gotten exactly what they wanted in it. But I -- I think that we handled that well. And I think if we continue to handle that that way, it -- it -- it will -- it will work out.

The media came hoping that it was going to be something totally different and it wasn't. So I was glad to disappoint them at the time. So I was actually glad that they were here. But I would like to thank all of my colleagues for being such the professional. We all debated. We all, you know, had our -- our, uh -- our points of views and got heated at some time. But at the end of the day we did City business and I -- I really appreciate that.

Um, in light of not forgetting, I want to just say hello to my favorite two people, Miss

Jones and Miss Meekins. I see them out late. I mean, it's 10:20 and they're here late. But I do want to address something 'cause Miss Meekins will call me with her darling self every morning that we go out and cut their grass and don't clean up the stuff behind it. So I want to -- Mr. Johnson is right behind them. I want to make sure that we go out and cut everywhere across the city, please make sure that we -- we clean up. If Miss Meekins calls me at 7 a.m. in the morning, I'm calling Miss Jones at 7:01 a.m. in the morning and making sure that this gets done.

So we appreciate you being so concerned about it, Miss Meekins, and you don't hesitate to call. You -- you will call quick, "Some -- somebody better call me back." You know, so, uh, we appreciate you definitely doing that. Miss Jones, who's always been supportive, just sitting here as quiet and (unintelligible). We -- we do appreciate it. I do remember that I owe you an ad and -- I mean, $20 and I will get that to you. But I do want to just say that I'm glad -- it's been long. I'm glad that we got through it. The City is definitely moving forward. Let's try to increase the peace if we can. Mr. Guyton, I'm letting you close it out, sir.

COUNCILPERSON GUYTON: Thank you, Mr. Chair. And I'll be -- I'll be very quick here. First of all, I'd like to thank the Community Redevelopment Agency, the Waste Management Outreach Program and Kappa Alpha Psi Fraternity for coming into our community on this past Saturday and painting one of our elderly resident's home and doing some other work around the home. Um, also like to thank the Recreation Department, after which I sponsored a barbecue for them. And Tate Gym and the Recreation Department set everything up. Had Mr. Johnson spinning the tunes, and I'd just like to thank everybody.

COUNCILPERSON J. DAVIS: (Unintelligible).

COUNCILPERSON GUYTON: Yeah, it's for coming out and -- and helping one of our residents in need. Um, the Tiki lease, I understand that the City sent the Tiki a letter giving them a time frame to be out. A few people have approached me about whether the City -- and I do support this -- can allow them to stay there until the City start turning dirt. And I'd like to know -- I'd like to ask my colleagues if there's any opposition to allowing the Tiki to stay in business until we actually start turning dirt.

COUNCILPERSON J. DAVIS: Mr. Chair?

CHAIRPERSON THOMAS: Miss Davis?

COUNCILPERSON J. DAVIS: I would not have a problem with it but I think, um, it need -- it -- we have to give them enough time or specify an end date that gives them enough time to get their stuff, their -- you know, their -- all of their equipment and all of that before construction starts. So, you know, that would have to be -- if they can give us a time frame as to how long it's going to take them to get their equipment and things out, um, then we can give them a date.

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON J. DAVIS: You know, I don't mind extending it, though.

CHAIRPERSON THOMAS: For -- for me, I'll support what --

COUNCILPERSON T. DAVIS: Can I --

CHAIRPERSON THOMAS: -- what that is -- I'll support exactly what Miss Davis said and I don't mind them staying open till we turn dirt. Um, Mr. Davis?

COUNCILPERSON T. DAVIS: Could we have, um, the representatives from Tiki to come to the next meeting and discuss these terms?

CITY MANAGER JONES: (Unintelligible).

CHAIRPERSON THOMAS: Yeah. I don't -- yeah.

CITY ATTORNEY RYAN: You can ask them. You can't make them.

COUNCILPERSON T. DAVIS: I mean, they really -- I mean, this is important to them.

COUNCILPERSON GUYTON: All right. I -- I -- I think the City Manager is -- she's mumbling something down here. Um, and I --

CHAIRPERSON THOMAS: Okay.

COUNCILPERSON GUYTON: -- and maybe --

CHAIRPERSON THOMAS: Uh, you asked the question. So we'll see if they can come to the next meeting.

COUNCILPERSON T. DAVIS: Yeah.

CHAIRPERSON THOMAS: All right. Miss Pardo?

CHAIR PRO-TEM PARDO: Before I make a decision, I want to make sure it's okay with staff. I want to hear, you know, what the City Manager -- if you don't --

CHAIRPERSON THOMAS: Okay.

CHAIR PRO-TEM PARDO: And we need to -- you need to take into consideration the staff, Mr. Legue. You know, what exactly the plans are before deciding tonight. I would rather --

COUNCILPERSON GUYTON: Not a problem.

CHAIR PRO-TEM PARDO: -- you know, if staff could just --

COUNCILPERSON GUYTON: I'm just throwing it out for consideration.

CHAIR PRO-TEM PARDO: Okay.

CHAIRPERSON THOMAS: Yeah. We got it. Go ahead and finish your comments, please, sir.

COUNCILPERSON GUYTON: Okay. So it's -- it's the -- if Miss Jones can get with the other staff and --

CHAIRPERSON THOMAS: Yeah.

COUNCILPERSON GUYTON: -- you know, um --

CHAIR PRO-TEM PARDO: Right.

CITY MANAGER JONES: We'll make a recommendation.

COUNCILPERSON GUYTON: -- get input regarding that request. Um, the marina referendum came up tonight. And -- and as we all know, the judge has compelled us to put it back on the ballot. That's -- that's not an option. He's directed us. Um, there's some discussion about whether -- where is the City, are we going to put it on the ballot and when. So, um, I was wondering if we as a council can do a resolution, um, indicating that, one, we support passage of the marina referendum and that it will be returning on the ballot when Miss Susan Bucher allows us to. Um, so that the public would be aware that that's not an issue that we're not dealing with, but because of our circumstances, we can't deal with it until we get the go-ahead. But this council, before I got on, voted to move forward with the conceptual plan, and there's some that want to know that the position has not changed.

And I'd like to know from the City Attorney if we can do a resolution supporting passage of the marina referendum without advocating for it.

CHAIRPERSON THOMAS: Mr. -- Mr. Guyton, can I ask that you just give that directive to Miss Ryan and let's move -- we're -- we're --

COUNCILPERSON GUYTON: Okay.

CHAIRPERSON THOMAS: -- we're behind so I'm trying to get your comments out.

COUNCILPERSON GUYTON: Good.

CHAIRPERSON THOMAS: Then we can discuss that at the next meeting.

COUNCILPERSON GUYTON: I'm done. This is my last one now.

CHAIRPERSON THOMAS: 'Cause we're -- we're, uh -- we're -- we're -- we're --

COUNCILPERSON GUYTON: Okay. So, what? Um, we're giving Miss Ryan --

CHAIRPERSON THOMAS: Just you can give Miss Ryan that directive.

COUNCILPERSON GUYTON: Okay. To --

CHAIRPERSON THOMAS: To -- to do that, yes.

COUNCILPERSON GUYTON: -- to -- to -- to do the research on that. Okay. Thank you very much. Lastly, um, the -- the referendums that, um, the Mayor has -- has alluded to all night tonight, um, there has been a lot of misinformation. And I see Miss -- Miss McKinney. There's just one question regarding -- I had several people come to me about a leaky roof at -- in the new building we bought. I'd like to know if there is any evidence that there has ever been a leaky roof with this building that we just bought. Could you just answer that? That's all I need to know.

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: I think in our -- now I don't know if this one's on -- I think in our discussions --

COUNCILPERSON GUYTON: Go ahead.

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: -- with staff and then the third-party engineer that the City hired, there was no evidence that the roof had leaked.

COUNCILPERSON GUYTON: At any time?

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: There's no evidence that it had leaked.

COUNCILPERSON GUYTON: Okay. And -- and so I --

COMMUNITY DEVELOPMENT DIRECTOR McKINNEY: That --

COUNCILPERSON GUYTON: -- just want the public to know because part of -- you can sit down now -- part of the Mayor's selling point is we got a rusty, leaky roof and, you know, it's not a good building. And -- and the other thing is that the building was bought in 2003. It's not a tin building. It's not rusty. It's a CBS. It's a brick building. And I would encourage people to go out and take a look.

Um, I would like for my colleagues, since there is a lot of misinformation, could we have staff develop and implement a program to educate the public on this new building?

COUNCILPERSON J. DAVIS: Absolutely.

CHAIRPERSON THOMAS: Yes. And that's a directive.

COUNCILPERSON J. DAVIS: Absolutely.

CHAIRPERSON THOMAS: Yes.

COUNCILPERSON GUYTON: That's a directive.

COUNCILPERSON J. DAVIS: Yes.

COUNCILPERSON GUYTON: Okay. Thank you very much. And the -- the last thing I have for Mrs. -- Miss Ryan, um, the Mayor is trying to increase his veto power, which, when I read it, there was no avenue for us if we chose to override it to override the veto. And my question is -- and maybe you can research this -- does that give him power essentially to veto anything that we have, and he becomes the sole decider of how this City run?

CITY ATTORNEY RYAN: This is the -- you want me to research the issue of what? Of --

COUNCILPERSON GUYTON: The impact of what --

CITY ATTORNEY RYAN: -- the Mayor's referendum?

COUNCILPERSON GUYTON: -- what he's trying to do.

CITY MANAGER JONES: Uh-huh.

COUNCILPERSON GUYTON: Uh, I -- I know that our Mayor loves power. And he's using this building to get people to sign a -- a veto referendum to give him more power. And I have a real problem -- problem with that. So could you research to tell us the impact? Because did you see any avenue for us to override it, his veto, that you looked at?

CITY ATTORNEY RYAN: Um --

COUNCILPERSON GUYTON: That's a yes or no and you can go and research it.

CITY ATTORNEY RYAN: -- I -- I've -- I will research it. But I've read it several times. And, um, the -- the fact that the resolution portion was added to a couple of sentences but not to the entire thing suggests that there is no avenue for the City Council to override his veto on resolutions.

COUNCILPERSON GUYTON: On resolution.

CITY ATTORNEY RYAN: But there is still the avenue to override the vetoes --

COUNCILPERSON GUYTON: On the ordinances.

CITY ATTORNEY RYAN: -- on ordinances.

COUNCILPERSON GUYTON: But most of the things we do are memorialized in resolutions.

CITY ATTORNEY RYAN: That is correct.

COUNCILPERSON GUYTON: So he would become pretty much the sole decider of everything in this city, and -- and I have a real problem with that. So, um, please research that because we need to educate the public, because they're not really being

informed of the consequences of what they're signing.

CITY ATTORNEY RYAN: Absolutely.

COUNCILPERSON GUYTON: And I'm done.

CITY ATTORNEY RYAN: Okay.

CHAIRPERSON THOMAS: Thank you. Entertain a motion for adjournment.

COUNCILPERSON J. DAVIS: So moved.

COUNCILPERSON GUYTON: 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: 09/04/2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: REGULAR
RESOLUTION

Subject: Resolution authorizing the assignment of the Ocean Mall Ground Lease-retail to TJAC Singer Island, LLC.

Recommendation/Motion: Staff recommends approval of the assignment.

Originating Dept.	City Attorney	**Costs:**	$0.00
User Dept.	Several departments	**Funding Source:**	N/A
Advertised:	No	**Budget Account Number:**	N/A
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
On or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the "Lease") for certain premises known as the Ocean Mall (the "Premises") with OMRD, LLC, a Delaware limited liability company ("OMRD") as the tenant. The City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 ("DDA") setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property. The DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property. On or about April 24, 2013, GSF Florida Retail LLC became the tenant ("Tenant") under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1. Immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City $300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and at the request of the Tenant, the City Council agreed to enter into an amendment to the ground lease to facilitate a further extension to complete the Phase I construction required of Tenant by the DDA. The Tenant has complied with the terms of the Amendment by, among other things, paying an additional $250,000 to the City and making corrections to deficiencies at the Ocean Mall and the City has agreed to extend the deadline to complete Phase I to May 31, 2014. In total, the City has been paid an additional $550,000 on the Ocean Mall lease.

The Tenant now seeks to assign its leasehold interest to TJAC Singer Island, LLC. The Ocean Mall Ground Lease, section 10, allows such an assignment with the consent of the Landlord. The Tenant first sought an assignment on June 7, 2013, but after reviewing the request, the City Attorney and the City's outside legal counsel, Richard Jarolem, determined that the request as presented did not provide any information upon which the City could make an informed decision as to TJAC Singer Island, LLC. Specifically, there was no any concrete information about TJAC Singer Island, LLC, as an entity, its operating agreement, its finances, its guarantees in performance of the Lease obligations, or its track record in operating centers. It was explained to the Tenant that the City wanted to avoid a reoccurrence of the OMRD foreclosure scenario. After many discussions, TJAC Singer Island, LLC allowed Mr. Jarolem to review the financial records of the company and its principals, as well as other projects with which the principals have been involved. Thereafter, Mr. Jarolem, on the City's behalf, required a personal guaranty from the principals which would provide the City with financial assurances that its rent payments will always be paid irrespective of legal action. On August 2, 2013, the City received the assurances, and the guaranty is attached.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact		0.00	0.00	0.00	0.00
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:
Ocean_Mall_transfer_resolution__August_2013.doc	Ocean Mall Assignment Resolution
Ocean_Mall_guaranty_TJAC_August_2013.docx	Ocean Mall personal guaranty TJAC
Ocean_Mall_First_Amendment_to_Ground_Lease_-_Retail.pdf	Ocean Mall Amendment to Ground Lease

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ASSIGNMENT OF THE OCEAN MALL GROUND LEASE-RETAIL TO TJAC SINGER ISLAND, LLC WITH CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the "Lease") for certain premises known as the Ocean Mall (the "Premises") with OMRD, LLC, a Delaware limited liability company ("OMRD"), as the tenant; and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 ("DDA") setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the tenant ("Tenant") under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City $300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

WHEREAS, the City Council agreed to enter into an amendment to the ground lease to facilitate a further extension to complete the Phase I construction required of Tenant by the DDA and the parties further acknowledged that Phase II of the DDA was terminated on or about May 21, 2013; and

WHEREAS, the City Council authorized the Mayor to execute the Amendment to the Ground Lease on behalf of the City (said Amendment attached hereto); and

WHEREAS, the Tenant has complied with the terms of the Amendment by, among other things, paying an additional $250,000 to the City and making corrections to deficiencies at the Ocean Mall and the City has agreed to extend the deadline to complete Phase I to May 31, 2014; and

WHEREAS, the Tenant now seeks to assign its leasehold interest to TJAC Singer Island, LLC as the Ocean Mall Ground Lease, section 10, allows such an assignment with the consent of the Landlord; and

WHEREAS, the City's outside legal counsel has reviewed TJAC Singer Island, LLC's financial records and on the City's behalf, has required a personal guaranty from the principals, said guaranty is attached hereto; and

WHEREAS, the guaranty states that "as an essential inducement for Grantee to approve the assignment of the Lease to the Company, Guarantor, jointly and severally, has agreed to guarantee that the Company will timely and properly make all rent payments to the City due under the Lease"; and

WHEREAS, with that condition met, staff recommends approval of the assignment.

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 foregoing whereas clauses are true and incorporated herein.

SECTION 2. That the assignment of the Ocean Mall Ground Lease-Retail to TJAC Singer Island, LLC, is hereby approved on the condition that the City receives an executed Personal Guaranty, as attached.

SECTION 3. That this resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this _____ day of August 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 GUYTON **COUNCILPERSON**
	_____
	JUDY L. DAVIS **COUNCILPERSON**
	_____
	TERRENCE "TD" DAVIS **COUNCILPERSON**

MOTIONED BY: _____

SECONDED BY: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: _____

PHR:8.6.13

PERSONAL GUARANTY

This Guaranty is made and executed this ___ day of _____, 2013, by Zvi Schwarzman and Mark Greene, jointly and severally (collectively the "Guarantor").

WHEREFORE, TJAC Singer Island, LLC (the "Company"), as assignee, is party to that certain Ground Lease (Retail) dated December 18, 2006 and first amended on May 15, 2013 (the "Lease") with The City of Riviera Beach, Florida ("Grantee");

WHEREAS, as an essential inducement for Grantee to approve the assignment of the Lease to the Company, Guarantor, jointly and severally, has agreed to guarantee that the Company will timely and properly make all rent payments to the City due under the Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Guarantor, jointly and severally, hereby covenant, agree and guarantee as follows:

1. The above-stated recitals are true and correct and are hereby incorporated into this Guaranty Agreement.

2. For the entire term of the Lease and any extensions thereof, Guarantor, jointly and severally, does hereby irrevocably guarantee the full, faithful and timely payment and performance by the Company of all rent payments pursuant to the Lease. Guarantor, jointly and severally, expressly agrees that Guarantor shall upon demand by Grantee, after the occurrence any default of any rent payments under the Lease, immediately pay all rent due by the Company under the Lease.

3. This Guaranty shall be absolute, continuing and unlimited, and Grantee shall not be required to take any proceedings or other formal legal action against the Company before Grantee has the right to demand payment or performance by Guarantor.

4. This Guaranty shall remain in full force and effect although Grantee has waived one or more defaults by the Company and notwithstanding the institution by or against the Company of bankruptcy, reorganization, dissolution, receivership or insolvency actions or proceedings of any nature or the rejection or disaffirmance of the Lease in any such proceedings or otherwise.

5. This Guaranty many not be modified, altered or released except by express agreement in writing signed by the Guarantor and Grantee.

6. Guarantor irrevocably submits to the exclusive personal jurisdiction of the courts of the State of Florida and the venue of the courts in Palm Beach County, Florida. Guarantor agrees that the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Guaranty, including any claims

based upon statute, common law or rule. The Guarantor hereby waives any objection to such forum based upon venue or forum non conveniens grounds.

This instrument shall be governed by and construed and enforced according to the laws of the State of Florida, except where specifically preempted by federal law.

7. In any action, proceeding or litigation relating to this Guaranty Agreement, the prevailing party shall be entitled to reimbursement of it attorney's fees and costs including those incurred on appeal, if any.

8. WAIVER OF JURY TRIAL

GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LEASE AND THE TRANSACTIONS CONTEMPLATED HEREIN. GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF GRANTEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT GRANTEE WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. GUARANTOR ACKNOWLEDGES THAT GRANTEE HAS BEEN INDUCED TO ENTER INTO THE CONTRCT AND THE GUARANTY BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

IN WITNESS WHEREOF, the undersigned executed this Guaranty on the date first above written.

Guarantor:

_____

Zvi Schwarzman, Individually

Guarantor:

_____

Mark Greene, Individually

FIRST AMENDMENT TO GROUND LEASE –RETAIL
OCEAN MALL

This First Amendment to Ground Lease – Retail ("Amendment") is made and entered into as of May 15, 2013, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida (the "City"), and **GSF FLORIDA RETAIL LLC**, a Delaware limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the "Lease") for certain premises known as the Ocean Mall (the "Premises") with OMRD, LLC, a Delaware limited liability company, as Tenant ("OMRD"); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 ("DDA") setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City $300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013;

WHEREAS, the parties hereby agree and acknowledge that Phase II of the DDA was terminated on or about May 21, 2013;

WHEREAS, the parties hereby agree to enter into this Amendment to facilitate a further extension to complete the Phase I construction required of the Tenant by the DDA; and

WHEREAS, the parties hereby agree that notwithstanding the extension being given under the Lease to complete the Phase I construction defined under the DDA through May 31, 2014, the DDA itself has expired by its terms on or about May 31, 2013 and is therefore also deemed terminated.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Tenant agree as follows:

Section 1. That section 14 (a)(vi) of Article 14, entitled "Default and Remedies" of the Lease is hereby deleted in its entirety as follows:

14(a) Each of the following events shall be an "Event of Default" hereunder:

***

~~(vi) if Tenant fails to observe or perform in any material respect the provisions of Section 13.01(c) of the Disposition and Development Agreement, dated as of December 18, 2006, among the Landlord, the Riviera Beach Community Redevelopment Agency and the Tenant, which results in a termination of the Disposition and Development Agreement in accordance with Section 14.01 thereof with respect to the Phase I Development (as such term is defined in the Disposition and Development Agreement); or~~

Section 2. That the Lease shall be amended by adding a new section 36 entitled "FINAL EXTENSION AND PAYMENT" as follows:

By payment of $250,000.00 to the City on or before May 31, 2013, Tenant will be granted an extension to complete the Phase I Development as defined by the DDA ("Phase I") for a period of one year. Tenant shall complete Phase I Development on or before May 31, 2014. In the event the $250,000.00 is not paid timely, the Lease shall be immediately extinguished and the property shall be surrendered to the City. In the event Phase I is not completed (certificate of occupancy issued) by May 31, 2014, the Lease shall automatically terminate and the property shall be surrendered to the City.

Tenant shall be granted an extension to complete Phase I beyond May 31, 2014, only if the cause of the failure to complete Phase I is based upon an "Unavoidable Delay" as defined in Section 35(o) of the Lease. In the event any delay in the completion of the Phase I Development, as defined by the DDA, beyond May 31, 2014, is caused by an "Unavoidable Delay" as defined in Section 35(o) of the Lease, Tenant shall be given additional time to complete Phase I, provided that Tenant shall diligently pursue completion of Phase I. In the event Tenant shall not diligently pursue completion of Phase I Development, as defined by the DDA, after the Unavoidable Delay has ceased to exist, the extension of time given to complete Phase I as a result of an Unavoidable Delay shall cease, and upon notice by the City, the Lease shall immediately terminate, and the Tenant shall surrender the property to the City without any Notice of Default or cure periods required.

Section 3. The parties recognize that the rent payment under the Lease for 2012 is $27,325.29. The rent payment was due on April 1, 2013. In addition to making the 2012 rent payment immediately (which shall include any late fees due), Tenant agrees to pre-pay $$27,325.29 by June 1, 2013, as partial rent payment for 2013. If the actual rent payment for 2013 ultimately exceeds $27,325.29, then Tenant agrees to pay said

difference by April 1, 2014. If the actual rent payment for 2013 is less than $27,325.29, then the City shall credit Tenant that amount for lease year 2014.

Section 4. Tenant agrees to complete all items on the List of Deficiencies (except for item #14), attached hereto as Exhibit A, within 45 days of May 15, 2013 (by June 28, 2013). Tenant shall provide the City with a written status update concerning each item by June 7, 2013, and shall advise the City Community Development Director in writing when the list has been completed. Failure to complete the list within 45 days (by June 28, 2013), shall result in the Tenant being fined by the City the sum of $100 per day until all items on Exhibit A are completed. Tenant has thirty (30) days to pay any fine levied; otherwise, it will be subject to Default as defined in the Lease.

Section 5. In all other respects, the remainder of the Lease shall remain in full force and effect and unmodified, and the parties agree to perform all duties and obligations as set forth therein. In the event there is a conflict between the Lease and this Amendment, the Amendment shall control. This Amendment may be signed in any number of counterparts, all of which taken together shall constitute one complete and whole Amendment.

[SIGNATURES ON FOLLOWING PAGE]

AMENDMENT TO GROUND LEASE –RETAIL
OCEAN MALL

IN WITNESS WHEREOF, the Parties unto this Amendment have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH
(LANDLORD)

BY: _____
Thomas A. Masters
Mayor

TENANT

GSF FLORIDA RETAIL LLC, a Delaware limited liability company
~~By: GSF Trust 2011-1, its manager.~~

BY: _____
Name: JULIAN WELDON
Title: SECRETARY

ATTEST:

BY: _____
Carrie E. Ward
City Clerk, MMC

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
for Pamala H. Ryan
City Attorney

AMENDMENT TO GROUND LEASE –RETAIL
OCEAN MALL

IN WITNESS WHEREOF, the Parties unto this Amendment have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH
(LANDLORD)

BY: _____
Thomas A. Masters
Mayor

TENANT

GSF FLORIDA RETAIL LLC, a Delaware limited liability company
By: GSF Trust 2011-1, its manager

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Carrie E. Ward
City Clerk, MMC

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Pamala H. Ryan
City Attorney
7/15/13

EXHIBIT A
LIST OF DEFICIENCES

Building issues:

1) Broken sidewalk by 7-Eleven needs to be fixed (tripping hazard). Replace damaged section of walkway.

2) Re strap vent pipe. Needs to be secured at the north building by the elevator.

3) Extra pipes by electrical services need caps to seal them not duct tape. Cap pipes with hard caps to prevent water and vermin from entry into buildings.

4) Remove pipe half buried on the south side of the parking lot. It is a tripping hazard.

5) Need to unclog roof drain on south building. Water is coming out of overflow and landing on sidewalk. Check roof drains and remove any impediments to water flow through drains.

6) Powder coat on 2nd floor railing is peeling in places. Sand and paint areas where powder coating is peeling.

7) The walls need touch up paint where it is peeling. Where signs have been removed, paint needs to be touched up. Repaint any areas with discoloration and peeling that need repainting.

8) Clean second floor walkway. It has debris and a lot of trash on it.

9) Some of the lights are on in the daytime. Check the timers and/or photo cells to verify they are set correctly.

10) There are bird nests in many of the light housings over the walk ways. Clean out all light housings. It is a fire hazard.

11) Need to pressure wash and clean pavers outside of the Johnny Longboats restaurant.

12) Dumpster enclosures and pavement in front of them are unsanitary. Pressure wash dumpster areas.

13) Remove signage from closed businesses (e.g., Wing Flyer Store).

14) Existing South parking lot staging area may be used by the Tenant for staging during the demolition and construction of remaining pre 2010 buildings (existing

location of 7-11) and must be restored to a functional safe, **permitted** parking lot area, as approved by the City Building Official, within 60 days of leaseholder obtaining certificate of occupancy from the City for the newly reconstructed building. The Tenant agrees to be responsible for the site until it is turned back over to the City and will indemnify the City from claims etc. as set out in section 18 of the Lease. Tenant shall also be responsible for the cost of reconstructing the parking lot.

Landscaping and irrigation issues:

1) Replace mulch and ground cover (dune sunflower) in all landscaped areas and islands in accordance with the Ocean Mall City's landscape code. Ground cover and mulch should be replaced around the entire Ocean Mall and parking lots. There should be no bare ground. After completion leaseholder must verify with Community Development that all work meets City code.

2) Remove trash from all landscape areas and islands around the entire Ocean Mall and Parking lots.

3) Sod between new building and old building needs to be replaced. Replace sod in all areas where there is bare ground where sod should be.

4) Remove Australian pine (invasive tree) in front of 7-Eleven.

5) Replace dead palm tree at east side of middle drive entrance going east and west between north and south parking lots.

6) Prune any shade trees to City Code landscape standards in west of building parking lots.

7) Replace all missing sprinkler and drip heads on irrigation system.

8) Remove Jersey Barriers from south parking lot and landscape and install irrigation along perimeter of south parking lot with landscaping materials similar to landscaping materials in main east/west entry drive aisle, i.e., cabbage palms, silver buttonwood, red tip cocoplums, green island ficus and dune sunflower. Cabbage palms must be planted no less than 8 to 10 feet apart.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject: Accepting the Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Solicitation in the amount of $40,389.

Recommendation/Motion: Staff recommends the City Council accept the JAG Grant and authorize the Director of Finance and Administrative Services to set up a budget to expend funds in accordance with the budget submitted with the application.

Originating Dept.	Police	**Costs:**	$40,389.00
User Dept.	Police	**Funding Source:**	The JAG Grant is being awarded to the City. There is no fiscal impact to the City.
Advertised:	Yes	**Budget Account Number:**	Revenue 111-00-331222 JAG 2014 Expense 001-0822-521-6-6405 In-Car Video Project
Date:	June 28, 2013		
Paper:	Palm Beach Post		
Affected Parties:	Not Required		

Background/Summary:
On May 30, 2013, the Bureau of Justice Assistance announced that $40,389 was allocated to the Riviera Beach Police Department through the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. On June 26, 2013, the Police Department submitted the required grant application. This grant will be used to purchase additional in-car video systems for patrol vehicles. In-car video has been proven to increase officer safety, reduce citizen complaints, and aids in the successful prosecution of criminal cases.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	40,389.00				
Operating Costs					
External Revenues	40,389.00				
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact	00.00	0	0	0	0
NO. Additional FTE Positions (cumulative)					

Is Item Included in Current Budget? No

Budget Account NO: Revenue 111-00-331222 JAG 2014

Expense 001-0822-521-6-6405 In-Car Video Project

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

The JAG Grant is being awarded to the City. There is no fiscal impact to the City.

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:
2013_JAG_Grant_Resolution.doc	Resolution
2013__Florida_Allocations.pdf	Florida JAG Allocation Notice
Grant_Summary.pdf	Grant Summary
2013_JAG_Application.pdf	2013 JAG Grant Application
Agenda_Item_Signature_Page_Two_8-16-13.doc	Agenda Item Signature Page 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE GRANT APPLICATION SUBMITTAL AND ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE – EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAMS (JAG) IN THE AMOUNT OF $40,389; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice has established an Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the City of Riviera Beach has been allocated funds in the amount of $40,389; and

WHEREAS, the awarded funds will be used by the Police Department to purchase in-car video systems for patrol vehicles.

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 accept Grant Funds in the amount of $40,389 on behalf of the City.

SECTION 2: The Director of Finance and Administrative Services to set up a budget to expend the funds.

SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2013.

2013 FLORIDA JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2013 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: https://www.bja.gov/Publications/JAGTechRpt.pdf.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: https://www.bja.gov/Funding/JAGFAQ.pdf.

FL	ALACHUA COUNTY	County	$44,150	
FL	GAINESVILLE CITY	Municipal	$67,368	$111,518
FL	BROWARD COUNTY	County	$21,316	
FL	CORAL SPRINGS CITY	Municipal	$18,915	
FL	DANIA BEACH CITY	Municipal	$15,472	
FL	DAVIE TOWN	Municipal	$26,300	
FL	DEERFIELD BEACH CITY	Municipal	$28,610	
FL	FORT LAUDERDALE CITY	Municipal	$99,716	
FL	HALLANDALE BEACH CITY	Municipal	$23,287	
FL	HOLLYWOOD CITY	Municipal	$44,218	
FL	LAUDERDALE LAKES CITY	Municipal	$24,329	
FL	LAUDERHILL CITY	Municipal	$38,577	
FL	MARGATE CITY	Municipal	$11,530	
FL	MIRAMAR CITY	Municipal	$35,746	
FL	NORTH LAUDERDALE CITY	Municipal	$15,721	
FL	OAKLAND PARK CITY	Municipal	$23,196	
FL	PEMBROKE PINES CITY	Municipal	$20,070	
FL	PLANTATION CITY	Municipal	$21,633	
FL	POMPANO BEACH CITY	Municipal	$66,553	
FL	SUNRISE CITY	Municipal	$20,365	
FL	TAMARAC CITY	Municipal	$12,957	$568,511
FL	LEON COUNTY	County	$21,180	
FL	TALLAHASSEE CITY	Municipal	$115,754	$136,934
FL	PINELLAS COUNTY	County	$74,436	
FL	ST PETERSBURG CITY	Municipal	$195,355	$269,791
FL	ST LUCIE COUNTY	County	$18,371	
FL	FORT PIERCE CITY	Municipal	$33,594	$51,965

FL	ALTAMONTE SPRINGS CITY	Municipal	$11,825
FL	APOPKA CITY	Municipal	$16,174
FL	BAY COUNTY	County	$24,804
FL	BELLE GLADE CITY	Municipal	$24,872
FL	BOCA RATON CITY	Municipal	$12,935
FL	BOYNTON BEACH CITY	Municipal	$36,742
FL	BRADENTON CITY	Municipal	$26,435
FL	BREVARD COUNTY	County	$67,074
FL	CAPE CORAL CITY	Municipal	$19,096
FL	CASSELBERRY CITY	Municipal	$12,074
FL	CHARLOTTE COUNTY	County	$26,571
FL	CITRUS COUNTY	County	$30,513
FL	CLAY COUNTY	County	$49,246
FL	CLEARWATER CITY	Municipal	$56,631
FL	COCOA CITY	Municipal	$32,370
FL	COLLIER COUNTY	County	$66,440
FL	COLUMBIA COUNTY	County	$13,546
FL	CUTLER BAY TOWN	Municipal	$13,569
FL	DAYTONA BEACH CITY	Municipal	$59,372
FL	DE LAND CITY	Municipal	$11,711
FL	DE SOTO COUNTY	County	$10,941
FL	DELRAY BEACH CITY	Municipal	$39,868
FL	DORAL CITY	Municipal	$15,336
FL	ESCAMBIA COUNTY	County	$134,963
FL	FLAGLER COUNTY	County	$13,954
FL	FLORIDA CITY	Municipal	$22,041
FL	FORT MYERS CITY	Municipal	$51,806
FL	GADSDEN COUNTY	County	$16,899
FL	GREENACRES CITY	Municipal	$14,090
FL	HENDRY COUNTY	County	$14,135
FL	HERNANDO COUNTY	County	$37,082
FL	HIALEAH CITY	Municipal	$61,977
FL	HIGHLANDS COUNTY	County	$10,964
FL	HILLSBOROUGH COUNTY	County	$207,474
FL	HOMESTEAD CITY	Municipal	$61,728
FL	INDIAN RIVER COUNTY	County	$21,928
FL	JACKSON COUNTY	County	$12,210
FL	JACKSONVILLE BEACH CITY	Municipal	$14,588
FL	JACKSONVILLE CITY	Municipal	$394,674
FL	KEY WEST CITY	Municipal	$12,935
FL	KISSIMMEE CITY	Municipal	$39,574
FL	LAKE CITY	Municipal	$12,436
FL	LAKE COUNTY	County	$42,315
FL	LAKE WORTH CITY	Municipal	$31,124
FL	LAKELAND CITY	Municipal	$33,843
FL	LARGO CITY	Municipal	$31,623
FL	LEE COUNTY	County	$89,341
FL	LEESBURG CITY	Municipal	$12,957
FL	LEVY COUNTY	County	$10,148
FL	MANATEE COUNTY	County	$111,563
FL	MARION COUNTY	County	$90,225
FL	MARTIN COUNTY	County	$24,102
FL	MELBOURNE CITY	Municipal	$53,029
FL	MIAMI BEACH CITY	Municipal	$60,188
FL	MIAMI CITY	Municipal	$333,241

	FL	MIAMI GARDENS CITY	Municipal	$199,682
	FL	MIAMI-DADE COUNTY	County	$490,539
	FL	MONROE COUNTY	County	$12,096
	FL	NASSAU COUNTY	County	$13,705
	FL	NEW PORT RICHEY CITY	Municipal	$10,647
	FL	NORTH MIAMI BEACH CITY	Municipal	$24,102
	FL	NORTH MIAMI CITY	Municipal	$42,270
	FL	NORTH PORT CITY	Municipal	$12,232
	FL	OCALA CITY	Municipal	$29,765
	FL	OCOEE CITY	Municipal	$11,507
	FL	OKALOOSA COUNTY	County	$29,471
	FL	OKEECHOBEE COUNTY	County	$13,750
	FL	OPA-LOCKA CITY	Municipal	$27,704
	FL	ORANGE COUNTY	County	$376,167
	FL	ORLANDO CITY	Municipal	$180,744
	FL	ORMOND BEACH CITY	Municipal	$14,747
	FL	OSCEOLA COUNTY	County	$61,275
	FL	PALATKA CITY	Municipal	$10,986
	FL	PALM BAY CITY	Municipal	$37,467
	FL	PALM BEACH COUNTY	County	$158,794
	FL	PALMETTO CITY	Municipal	$13,750
	FL	PANAMA CITY	Municipal	$21,792
	FL	PASCO COUNTY	County	$88,911
	FL	PENSACOLA CITY	Municipal	$28,859
	FL	PINELLAS PARK CITY	Municipal	$19,391
	FL	PLANT CITY	Municipal	$15,177
	FL	POLK COUNTY	County	$93,034
	FL	PORT ST LUCIE CITY	Municipal	$26,685
	FL	PUTNAM COUNTY	County	$35,949
*	FL	RIVIERA BEACH CITY	Municipal	$40,389 *
	FL	SANFORD CITY	Municipal	$24,057
	FL	SANTA ROSA COUNTY	County	$14,316
	FL	SARASOTA CITY	Municipal	$35,406
	FL	SARASOTA COUNTY	County	$49,450
	FL	SEMINOLE COUNTY	County	$43,742
	FL	ST JOHNS COUNTY	County	$33,684
	FL	TAMPA CITY	Municipal	$158,454
	FL	TARPON SPRINGS CITY	Municipal	$10,579
	FL	TITUSVILLE CITY	Municipal	$20,070
	FL	VOLUSIA COUNTY	County	$57,265
	FL	WALTON COUNTY	County	$10,556
	FL	WEST PALM BEACH CITY	Municipal	$55,793
	FL	WINTER GARDEN CITY	Municipal	$11,553
	FL	WINTER HAVEN CITY	Municipal	$18,915

Local total	**$6,581,448**

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2013-DJ-BX-0087

This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Stefanie Harris
(202) 305-8069

2. PROJECT DIRECTOR (Name, address & telephone number)

Michael Madden
Assistant Chief (Acting)
600 West Blue Heron Boulevard
Riviera Beach, FL 33404-4311
(561) 845-4153

3a. TITLE OF THE PROGRAM

BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

In-Car Video Project

5. NAME & ADDRESS OF GRANTEE

City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404-4311

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2012 TO: 09/30/2016

8. BUDGET PERIOD

FROM: 10/01/2012 TO: 09/30/2016

9. AMOUNT OF AWARD

$ 40,389

10. DATE OF AWARD

08/02/2013

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the grant to support law enforcement initiatives. Specifically, funds will be used to purchase in-car video equipment. The project goals are to increase officer safety, provide investigative assistance, reduce citizen complaints, and provide assistance with prosecutions. NCA/NCF

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name City of Riviera Beach	Organizational Unit Police Department
Address 600 West Blue Heron Blvd Riviera Beach, Florida 33404-4311	Name and telephone number of the person to be contacted on matters involving this application Madden, Michael (561) 845-4153
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 59-6000417	7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT In-Car Video
12. AREAS AFFECTED BY PROJECT The geographic area covered by this project is the city limits of the City of Riviera Beach, Palm Beach County, Florida	
13. PROPOSED PROJECT Start Date: October 01, 2012 End Date: September 30, 2016	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project FL22

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$0	
Applicant	$0	
State	$0	Program has not been selected

Local	$40,389	by state for review
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	$40,389	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

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, ESQ., B.C.S., CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE CITY AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY GRANTING THE USE OF APPROXIMATELY 21,369 SQUARE FEET OF UNIMPROVED CITY RIGHT-OF-WAY TO BE UTILIZED AS A LINEAR WALK PATH AND GREEN SPACE, LOCATED NORTH OF WEST 6TH STREET TO SOUTH OF DR. MARTIN LUTHER KING JR. BOULEVARD ALONG AVENUE 'L'; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE CITY AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY GRANTING THE USE OF APPROXIMATELY 21,369 SQUARE FEET OF UNIMPROVED CITY RIGHT-OF-WAY TO BE UTILIZED AS A LINEAR WALK PATH AND GREEN SPACE, LOCATED NORTH OF WEST 6TH STREET TO SOUTH OF DR. MARTIN LUTHER KING JR. BOULEVARD ALONG AVENUE 'L'; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends approval of this resolution.

Originating Dept.	Community Development	**Costs:**	N/A
User Dept.	City	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The Riviera Beach Community Redevelopment Agency (CRA) has recently developed an enhancement plan for the Riviera Beach Heights Neighborhood, which includes a new linear walk and green space. The CRA plans to construct and manage this project on a portion of unimproved City right-of-way, that is approximately 21,369 square feet, located north of West 6th Street to south

of Dr. Martin Luther King Jr. Boulevard along Avenue L.
The CRA Board previously approved the License Agreement to utilize said City right-of-way via Resolution No. 2013-26 on July 24, 2013.

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:
City_CRA_LW_License_Agreement_Res.pdf	Linear Walk and Green Space ROW License Agreement Res
CRA_City_License_Agreement_LW.pdf	CRA City License Agreement
CRA_Linear_Walk_Exhibit_A.pdf	Exhibit A Linear Walk
CRA_Linear_Walk_Draft_Exhibit_B.pdf	Draft Plan of Exhibit B
CRA_License_Agreement_LW_Res.pdf	CRA Approved Res for Linear Walk
Linear_Walk_Memo_to_Council.pdf	Memo to Council form CRA Linear Walk
CRA_Linear_Walk.pdf	Location Aerial Linear Walk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE CITY AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY GRANTING THE USE OF APPROXIMATELY 21,369 SQUARE FEET OF UNIMPROVED CITY RIGHT-OF-WAY TO BE UTILIZED AS A LINEAR WALK PATH AND GREEN SPACE, LOCATED NORTH OF WEST 6TH STREET TO SOUTH OF DR. MARTIN LUTHER KING JR. BOULEVARD ALONG AVENUE 'L'; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) created the Riviera Beach Community Redevelopment Agency (CRA) in 1974, consistent with the Community Redevelopment Act; and

WHEREAS, the CRA has developed an enhancement plan for the Riviera Beach Heights Neighborhood, which includes a new linear walk and green space; and

WHEREAS, the CRA plans to construct and manage a linear walk path and green space; and

WHEREAS, the City controls the unimproved right-of-way for the linear walk path and green space; and

WHEREAS, the CRA Board previously approved the License Agreement to utilize said City right-of-way via Resolution No. 2013-26 on July 24, 2013; and

WHEREAS, the City Council desires to allow the CRA to utilize approximately 21,369 square feet of unimproved right-of-way, located north of West 6th Street to south of Dr. Martin Luther King Jr. Boulevard along Avenue L, as a component of the Riviera Beach Heights Implementation Plan.

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 License Agreement between the City and the CRA is hereby approved, granting the use of approximately 21,369 square feet of unimproved city right-of-way to be utilized as a linear walking path and green space, located north of West 6th Street to south of Dr. Martin Luther King Jr.

Boulevard along Avenue L, said agreement is attached hereto as “Exhibit A”; further authorizing the Mayor and City Clerk to execute the attached License Agreement.

SECTION 2. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this _____ day of _____ , 2013.

*********THE REMAINDER OF THIS PAGE IS 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: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

LICENSE AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2013, by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, whose mailing address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter "City" or "Licensor"), and Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, whose mailing address is 2001 Broadway, Suite 300, Riviera Beach, FL (hereinafter "Licensee").

RECITALS:

WHEREAS, the City is the owner of a right-of-way located at Avenue "L", between 6th Street and 8th Street, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by this reference (hereinafter "the Property"); and

WHEREAS, Licensee is requesting permission from the City to use the Property as a linear park as described herein.

W I T N E S S E T H:

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated herein by this reference
2. **License.** The City hereby grants to the Licensee the right to use the Property as a park and to install landscaping, lighting and walkways on the Property (the "Improvements") as shown on Exhibit "B", and maintain the same. The License shall commence upon issuance of a building permit by the City's Community Development Department and shall expire 5 years from the date of the issuance, unless otherwise extended by the City Council of the City of Riviera Beach or unless otherwise terminated as provided herein. If not extended, Licensee agrees to remove all improvements from the property within one hundred and eighty (180) days of the Agreement's expiration. Otherwise, Licensee agrees that the City may remove the equipment at a cost to be borne by the Licensee.

3. **Fees, damages and indemnification.**

   A. **Fees.** Licensee recognizes that it must apply for and receive a building permit to install the Improvements. Licensee agrees to pay for any and all permits.

   B. **Indemnification.** To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless,

the City, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the licensing of the land use of the licensed Property, this License Agreement, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Further, Licensee shall defend against and indemnify and hold the City harmless for any liability or causes of action for, including but not limited to, claims of theft and/or bodily injury or death.

Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorney's fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the City's or the Licensee's rights and immunities under the common law or Florida Statute section 768.28, as amended from time to time.

4. **Insurance.** For the duration of this Agreement Licensee shall procure and maintain insurance with minimum coverage limits of $1,000,000.00 so as to fully protect the Licensee and Licensor from any and all claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages including, but not limited to, damages to the Property which may arise from any operations under this Agreement, whether such operations be by the Licensee or by anyone directly or indirectly employed by or contracting with the Licensee, or otherwise present on the Property during the Licensee's use of the Property. The insurance must name the City as an additional insured.

5. **Assignability.** This License Agreement is personal to Licensee and may not be sold, assigned or transferred by Licensee. Any attempt to assign this license will terminate the license privilege granted to Licensee hereunder.

6. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail return receipt requested. If sent to the CITY shall be mailed to:

City of Riviera Beach copy to: _____
ATTN: Ruth C. Jones, City Manager
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

If sent to Licensee:
Riviera Beach Community Redevelopment

Agency
ATTN: Tony Brown, Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

7. **Revocation and Termination for Default.** In the event that the Licensee shall default in any of the terms, obligations, restrictions or conditions of this License Agreement, or is found to be in violation of any part of the City Code of Ordinances or any other applicable laws for the property the City shall have the right to (a) revoke and terminate this License Agreement after thirty (30) days' written notice to the Licensee, or (b) grant the Licensee a reasonable period of time within which to cure such default. In the event that the City elects to allow Licensee to cure said default as set forth herein and the Licensee fails or is unable to cure such a default within the applicable time period, the City shall have all legal remedies available to it, in addition to the revocation and termination of this License Agreement, in which case, the City shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default.

8. **PREPARATION.** This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

_____
Witness
Print Name:_____

LICENSEE:

By:_____
Print Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by_____, as_____ of the Licensee and _____ executed the same on behalf of Licensee and is

personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC
My Commission Expires: Print Name:_____

(Seal)

ATTEST:

BY:_____
Carrie E. Ward, MMC, City Clerk

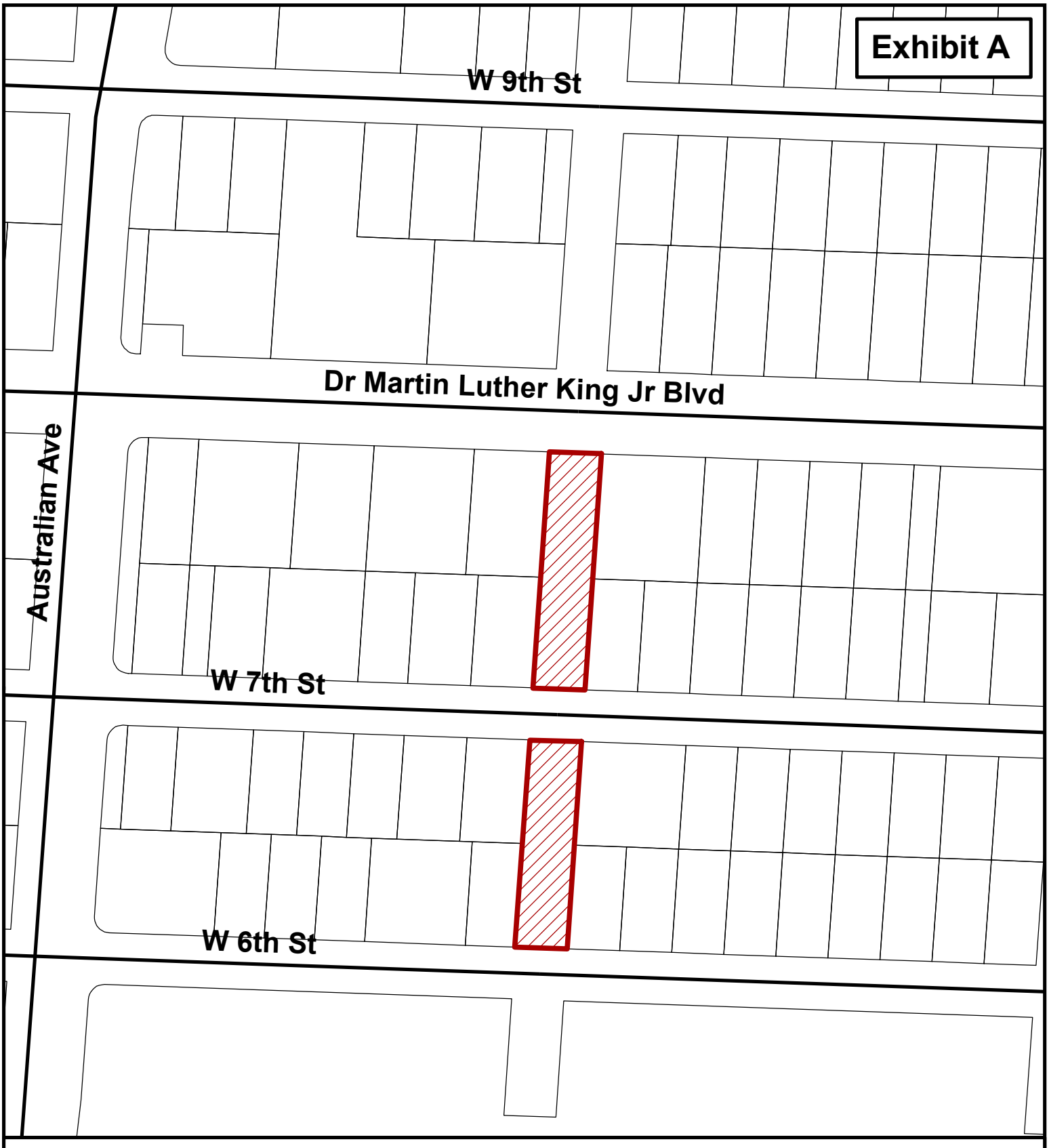
CITY OF RIVIERA BEACH, FLORIDA

BY:_____
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____
Pamala H. Ryan, City Attorney

EXHIBIT “A”
PROPERTY MAP



0 105 210 420 Feet

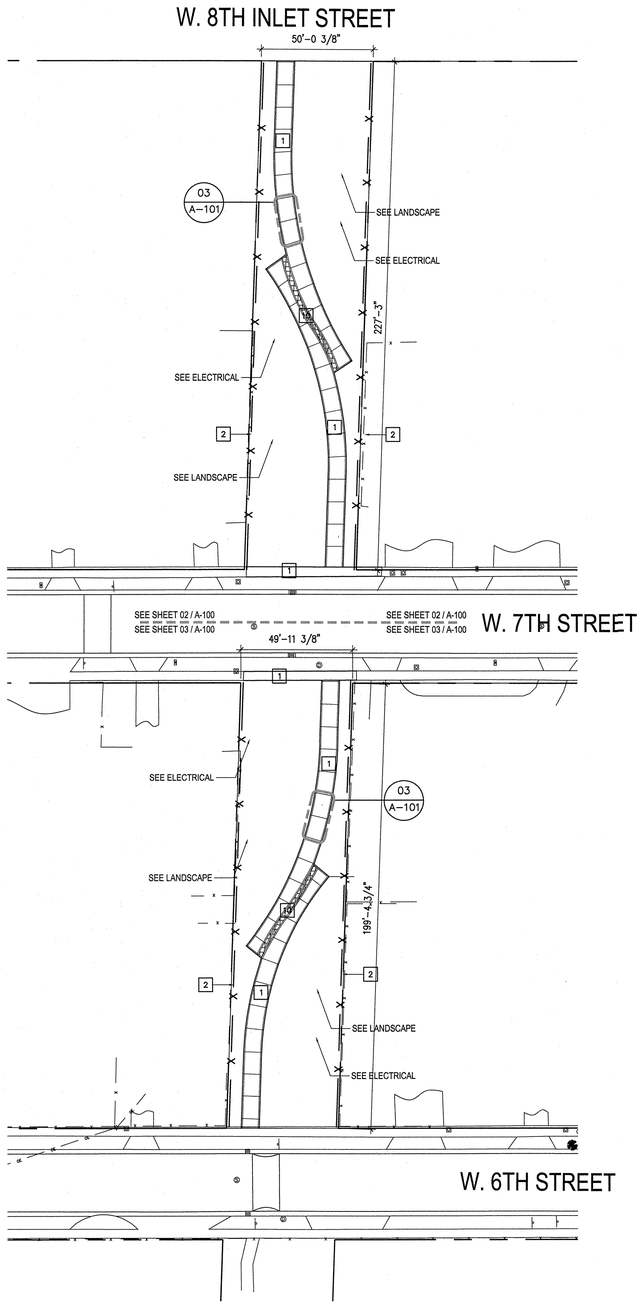
Linear Walk Path and Green Space
Area ~ 21,369
located north of West 6th Street to south of Dr. Martin Luther King Jr. Boulevard along Avenue L

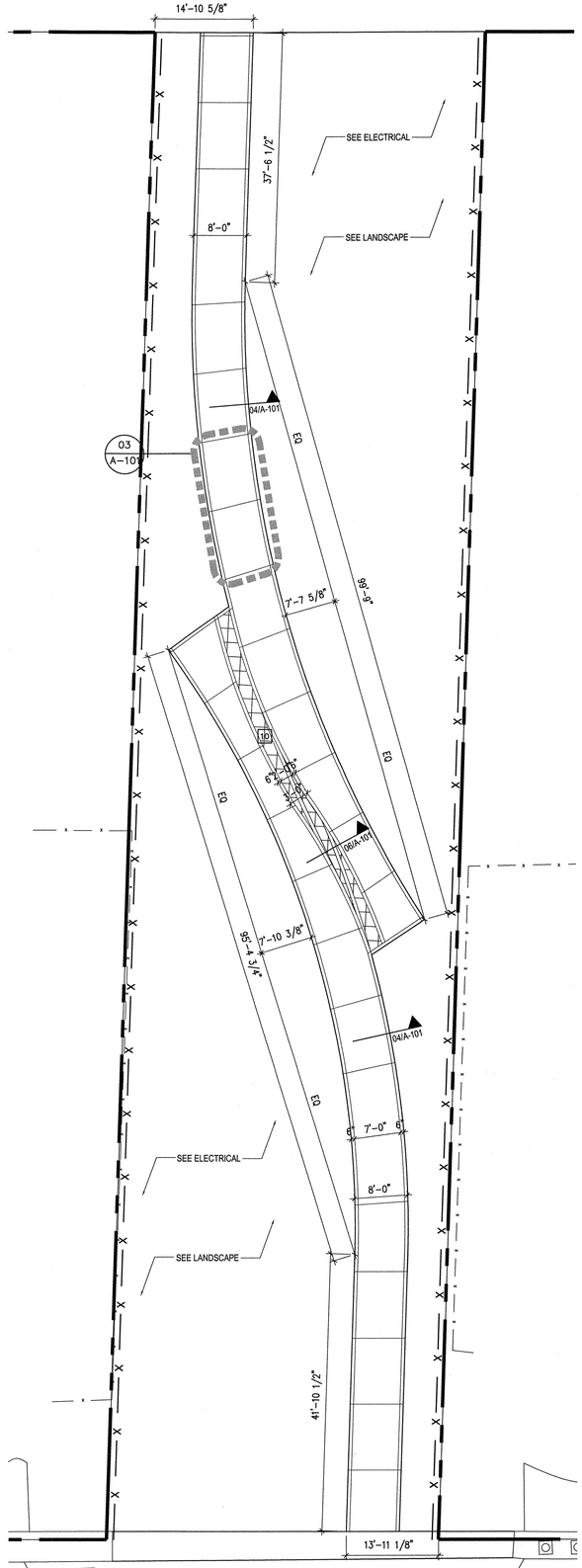
Riviera Beach Community Redevelopment Area Linear Walk Path and Green Space

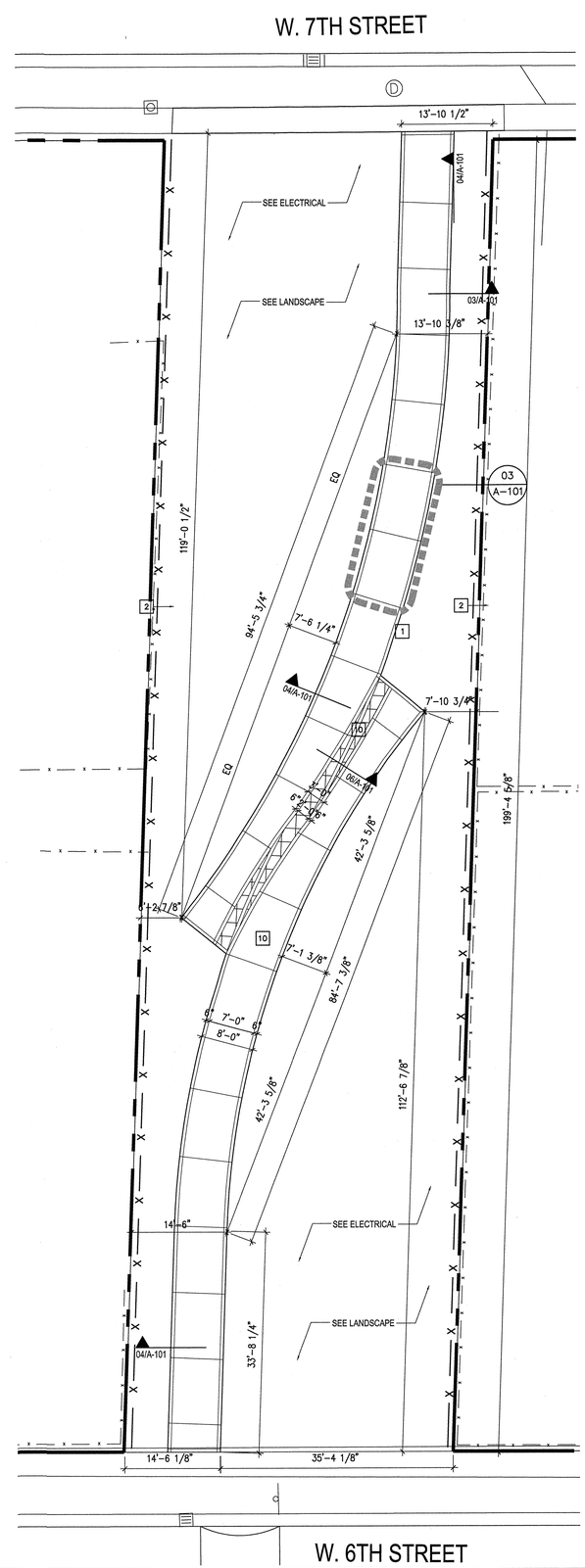
- Area of License Agreement
- Parcels
- Roads

SITE LEGEND

1 SIDEWALKS (SEE ARCH. DETAILS)	9 HANDICAP PARKING
2 6' HIGH FENCE (SEE ARCH. DETAILS) SEE ALTERNATIVES	10 MOSAIC PATTERN
3 GATES (SEE A-151)	11 PERVIOUS PAVERS
4 WOOD TRELLIS (SEE A-150)	12 MULCH
5 SHADE CLOTH SEE A-150)	
6 SOD	
7 GRAVEL	
8 PLANTER BOXES (SEE LANDSCAPE)	







SITE PLAN	01	ENLARGED SITE PLAN	02	ENLARGED SITE PLAN	03
	1/32"=1'-0"		3/32"=1'-0"		3/32"=1'-0"

Song + Associates

Architecture • Planning • Interior Design

400 Australian Ave S. 6th Floor
West Palm Beach, Florida 33401

Telephone: 561/655-2423
Fax: 561/655-1482

AA - 0003165 IB - 0001095

Seal :

Name : EUGENE R. FAGAN
License # : AR-0011668

Consultants :

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The Riviera Beach Community Redevelopment Agency

RIVIERA BEACH LINEAR PARKS
RIVIERA BEACH, FL

Revisions :

Date : 5/17/13
S+A Project No : T.B.D.
Owner PN:
Drawn By : DD/JQ
Checked By : MSC

Phase :
100% CONSTRUCTION DOCUMNETS

Sheet Title :

SITE PLAN

Sheet # :

A-100

RESOLUTION NO. 2013-26

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A LICENSE AGREEMENT WITH THE CITY OF RIVIERA BEACH FOR THE USE OF AN UNUSED RIGHT OF WAY AS A PART OF THE LINEAR PARK; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE LICENSE AGREEMENT AND TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

* * * * * * * *

WHEREAS, the Agency proposes to design, construct and maintain a linear park, in part, on a City of Riviera Beach unused right of way; and

WHEREAS, the linear park will add to the enhancement of the Riviera Beach Heights neighborhood; and

WHEREAS, Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act") authorizes the use of community redevelopment funds for the creation of parks; and

WHEREAS, the Board of Commissioners finds that the use of the community redevelopment funds for the construction and maintenance of the linear park is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Board of Commissioners of the Riviera Beach Community Redevelopment Agency hereby approves the attached License Agreement between the Agency and the City of Riviera Beach for the development of the Linear Park.

SECTION 2.The Chair and the Executive Director are hereby authorized and directed to execute and attest, respectively, that certain License Agreement substantially in the form attached hereto as Exhibit "A".

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of July 2013

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Cedrick A. Thomas, Chairperson

ATTEST:

_____
Tony Brown, Executive Director

Approved as to form and legal sufficiency

_____ Date 7/18/2013
J. Michael Haygood
Haygood & Harris LLC
General Counsel to CRA

MOTION BY:	Terence Davis
SECONDED BY:	Judy Davis
D. PARDO	Absent
J. DAVIS	AYE
T. DAVIS	AYE
C. THOMAS	AYE
B. GUYTON	AYE

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

Florida's Dynamic Waterfront Community

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Tony T. Brown
Executive Director, CRA

COPY: J. Michael Haygood, Interim CRA Attorney

DATE: July 17, 2013

SUBJECT: A Resolution Approving a License Agreement with the City of Riviera Beach for the Use of an Unused Right of Way for Purposes of Creating a Linear Park/Health Trail and Authority to Construct and Manage the Park/Trail.

REQUEST FOR BOARD ACTION

Staff requests Board approval to execute a License Agreement between the Agency and the City of Riviera Beach for the Riviera Beach Heights Linear Park/Health Trail and authority to construct and manage the park/trail.

BACKGROUND

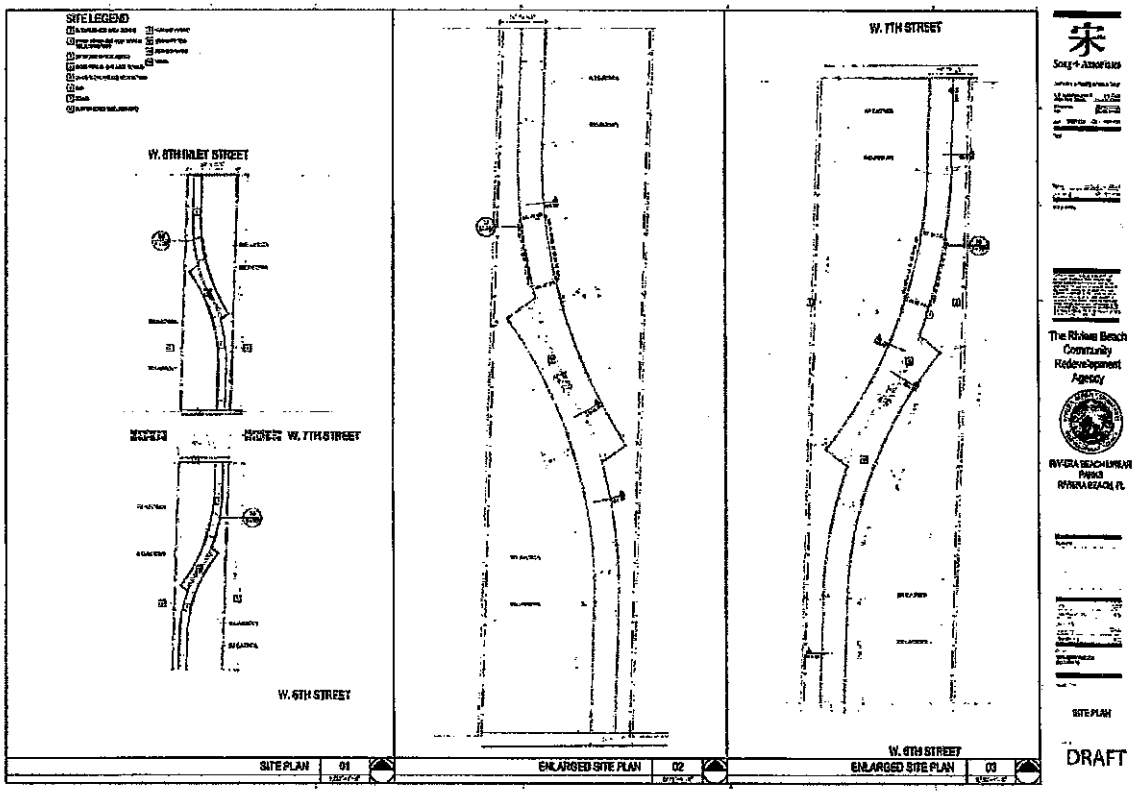
The Agency, along with the Riviera Beach CDC, proposes to design, construct, and manage a linear park/health trail on an informal pathway on an unused City right of way that transects the Riviera Beach Heights neighborhood. This project is one of several that are contemplated in the Riviera Beach Heights Implementation Plan that will enhance the public/public partnership with the City of Riviera Beach. We believe that the Linear Park/Health Trail will create a distinctive asset that will be a catalyst for comprehensive neighborhood revitalization and a model for other nondescript and unkempt parcels. This park/trail will beautify this challenged area, improve the environment by adding shade trees and flowers, create an inviting area for residents and children to walk and stroll, and improve safety in the area with the installation of lights and a paved path. This neighborhood is plagued by numerous dead-end right-of-ways and easements; this park/trail will enhance walkability and attractiveness in a neighborhood with limited eye appeal.

FEATURES OF THE LINEAR PARK/HEALTH TRAIL

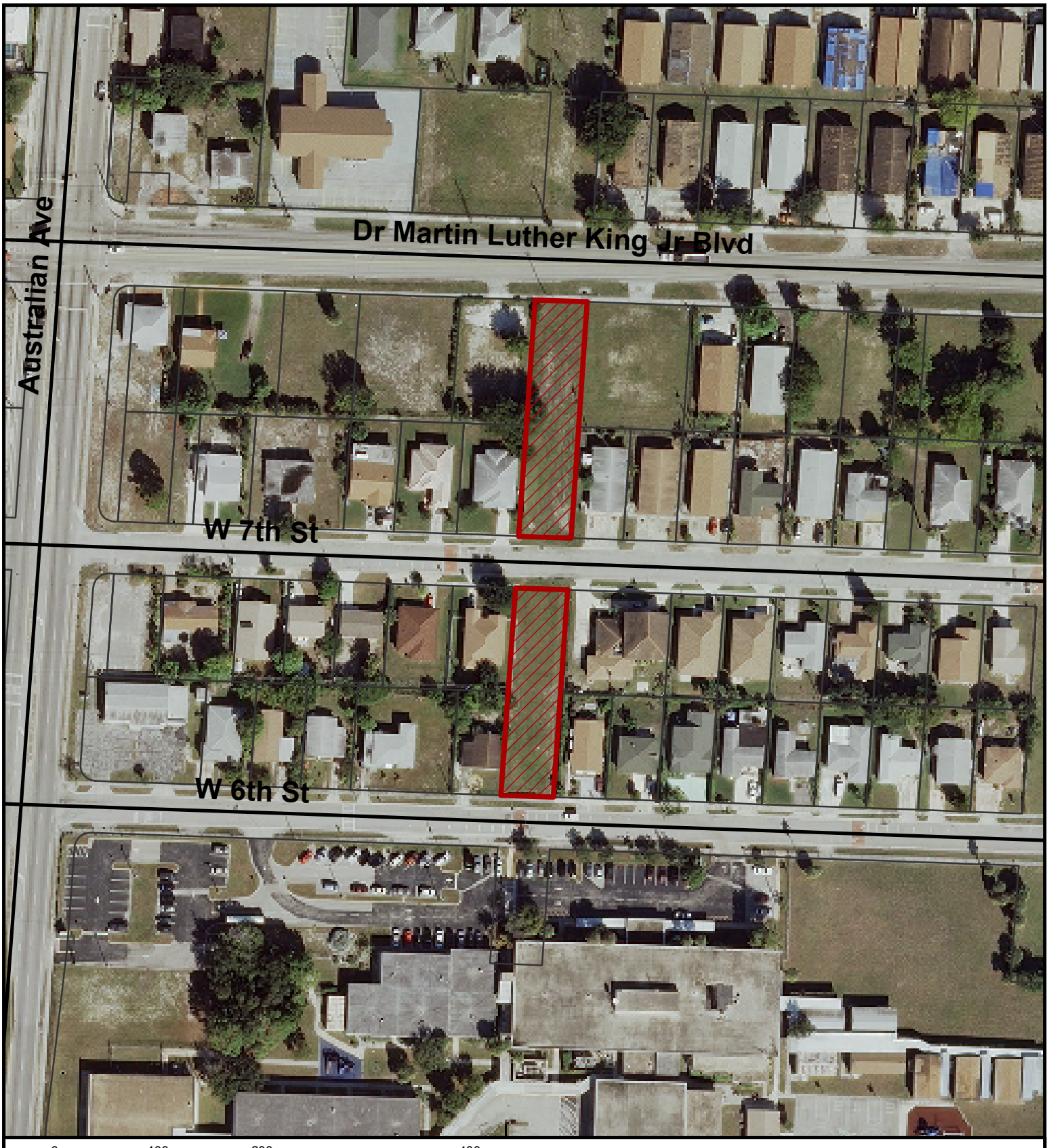
The linear park/health trail will be located on a right of way that is over the platted street at Avenue "L," between 6th street and 8th Street. It will begin across the street from the entrance of West Riviera Elementary and continue up to MLK Boulevard/8th Street. The trail will have a serpentine and tiled path, accented by beautiful, shady palms that allow for line of sight from the street. The park will include lighting, fencing on both the west and east sides, and ornamental flowering plants. The park is designed to later add health stations or small sculptural benches or accents. The hardscape will match that at the Community Garden/Park at 10th and "K," and be designed to enhance aesthetics to maximum effect. The right of way/street is currently vacant, but does have green cover. The Linear Park/Health Trail is designed to be constructed utilizing principles for landscape design and construction outlined by the University of Florida IFAS extension called "Xeriscaping." Generally speaking the principles for xeriscaping are to reduce the amount of resources needed to maintain landscapes.

The development of the Linear Park/Health Trail will achieve several goals for this challenged neighborhood: enhance walkability, increase safety, beautify the path, connect corridors, and improve the view for surrounding properties. We expect that this project will be able to be replicated throughout the City and provide a best practice model of sustainability and community development. A community problem becomes a communal asset.

The Opinion of Probable Cost is estimated at $130,000.



Riviera Beach Heights Linear Park/Health Trail between 6th and 8th on Avenue "L"



Subject Area

Parcels

Roads

Riviera Beach
Community Redevelopment Area
Linear Walk Path and Green Space

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the Mayor and City Clerk to execute an Interlocal Agreement to provide Police services to the Port of Palm Beach. The Port of Palm Beach agrees to fund two (2) full-time Police Officer positions. The City of Riviera Beach agrees to assign two (2) full-time uniformed officers to the Port of Palm Beach at a cost of $173,296.

Recommendation/Motion: Staff recommends approval of the Interlocal Agreement between the City of Rivera Beach and the Port of Palm Beach.

Originating Dept.	Police	**Costs:**	0
User Dept.	Police	**Funding Source:**	The Port of Palm Beach is required to pay $173,296 annually. The Port of Palm Beach will make quarterly payments in the amount of $43,324.
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
In 2004, the Riviera Beach Police Department first entered into an Agreement with the Port of Palm Beach to provide Law Enforcement services. Since that time, both parties have enjoyed a positive relationship that has been mutually beneficial. The current services are being provided month-to-month under the Agreement that expired on March 11, 2013, and this item seeks to renew the Agreement for an additional three (3) years. The Port of Palm Beach approved the proposed Interlocal Agreement during their meeting of August 22, 2013.

The Port of Palm Beach maintains a Law Enforcement presence during crucial hours of Port operations. Police uniform presence is also necessary during operational hours of the Port terminal.

To ensure that appropriate security measures are in place, the Port maintains uniformed Police patrols at entrance gates and for incoming passenger cruise ships who embark from foreign ports. Officers will assist as required with security screening for persons entering the United States through the Port consistent with Federal, State, and local Laws. K-9 handlers and dogs assigned will assist with the screening of incoming ships for illegal narcotics and explosive devices and all suspicious vehicles on Port property.

The Police Department and the Port of Palm Beach joined in an enhanced Homeland Security effort, and this partnership has proven to be a very good and successful partnership for both parties. During the past two years, illegal drugs have been seized, numerous ships have been searched, and added Police presence was realized at the Port.

This program is needed to improve the City's anti-terrorism campaign. With the Port of Palm Beach processing ships and cargo from international destinations, we cannot have a greater asset than the continued partnership with the Port of Palm Beach.

The Port of Palm Beach agrees to fund two (2) full-time Police Officer positions. The City of Riviera Beach agrees to assign two (2) full-time uniformed officers to the Port of Palm Beach at a cost of $173,296. The Port of Palm Beach will make quarterly payments in the amount of $43,324.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016
Capital Expenditures				
Operating Costs	173,296	173,296	173,296	173,296
External Revenues	173,296	173,296	173,296	173,296
Program Income (city)				
In-kind Match (city)				
Net Fiscal Impact	0	0	0	0
NO. Additional FTE Positions (cumulative)				

Is Item Included in Current Budget? No

Budget Account NO:

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

The Port of Palm Beach is required to pay $173,296 annually. The Port of Palm Beach will make quarterly payments in the amount of $43,324.

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	September 4, 2013
Contract End Date	September 3, 2016
Renewal Start Date	
Renewal End Date	
Number of 12 month terms this renewal	Three (3)
Dollar Amount	$173,296.00
Contractor Company Name	Port of Palm Beach
Contractor Contact	Ken Hern Director of Security & Operations
Contractor Address	One East 11th Street Suite 600 Riviera Beach, Florida 33404
Contractor Phone Number	561-253-4810
Contractor Email	KHern@PortofPalmBeach.com
Type of Contract	Intergovernmental
Describe	

ATTACHMENTS:

Name:	Description:
Resolution_Port_of_Palm_Beach__7-9-13.doc	Resolution: Port of Palm Beach Interlocal Agreement
Agreement_-_Port_of_Palm_Beach_for_Police_Services.pdf	Interlocal Agreement Port of Palm Beach for Police Services

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 THREE (3) YEAR INTERLOCAL AGREEMENT TO PROVIDE POLICE SERVICES TO THE PORT OF PALM BEACH; WHO AGREES TO FUND TWO (2) FULL-TIME POLICE OFFICER POSITIONS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF $43,324.00 FOR THE TOTAL AMOUNT OF $173,296.00 ANNUALLY; 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, The Port of Palm Beach is in need of Police Services to meet the minimum standards of Florida Statutes Section 311.12, relating to seaport security; and

WHEREAS, The City of Riviera Beach is willing and able to provide these needed services to the Port of Palm Beach for a period of three (3) years for a reasonable fee; and

WHEREAS, The Port of Palm Beach agrees to fund two (2) full-time Police Officer positions and agrees to pay quarterly payments in the amount of $43,324.00 for an annual total amount of $173.296.00 to the City of Riviera Beach for Police Services; and

WHEREAS, The current Interlocal Agreement expired on March 11, 2013, after which time the City and Port maintained a month-to-month relationship until a new contract is brought forward.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: The Mayor and City Clerk are authorized to execute the attached Interlocal Agreement with the Port of Palm Beach for the provision of Police Services for a period of three (3) years.

SECTION 2: The Port of Palm Beach agrees to fund two (2) Police Officer positions.

SECTION 3: The Director of Finance and Administrative Services is authorized to accept payments in the quarterly amount of $43,324.00, totaling $173,296.00 per year for three (3) years for Police Services.

SECTION 4: The effective date of the Interlocal Agreement shall be that date on which the last party has executed the Agreement.

SECTION 5: This Resolution shall take effect immediately upon its approval.

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, ESQ., B.C.S., CITY ATTORNEY

DATE: _____

Board of Commissioners
Blair J. Ciklin
Jean L. Enright
George E. Mastics
Edward R. Oppel
Wayne M. Richards

Executive Director
Manuel Almira

August 27, 2013

Ruth C. Jones
City Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Re: Interlocal Agreement – Police Services

Dear Manager Jones:

The Port of Palm Beach Board of Commissioners unanimously approved the Interlocal Agreement between the Port of Palm Beach and the City of Riviera Beach for the provision of police services at their August 22, 2013 Board Meeting. Enclosed are two original copies for approval and execution by the City of Riviera Beach.

Once the Interlocal Agreement has been approved by the City Council and fully executed, please send an original copy to:

Manuel Almira
Executive Director
Port of Palm Beach District
One East Street, Suite 600
Riviera Beach, Florida 33404

Sincerely,

Peggy S. Gandiaga
Director of Commission Affairs

Enclosures
By: Hand Delivery
Cc: Manuel Almira, Executive Director
Ken Hern, Director of Security
Gary, Dytrych & Ryan
Pamala H. Ryan, Esq., City Attorney
Clarence D. Williams, III, Chief of Police

INTERLOCAL AGREEMENT BETWEEN THE PORT OF PALM BEACH AND THE CITY OF RIVIERA BEACH FOR THE PROVISION OF POLICE SERVICES

This Interlocal Agreement is made this _____ day of _____, 2013, by and between the Port of Palm Beach District, a district created and existing pursuant to 1915 Fla. Laws 7081, as amended from time to time (hereinafter "PORT"), and the City of Riviera Beach, a Florida Municipal Corporation (hereinafter "CITY"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, there has existed and there continues to exist in the Port a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the City and the Port have entered into interlocal agreements since 2003 which allows the City to provide this unique presence to the Port which benefits both parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, and for the mutual welfare of the Port and the City, it is agreed as follows:

1. **Recitals**

The above recitals are true and correct and are incorporated herein by reference.

2. **Term**

The Agreement for Police Services Agreement between the City and the Port dated February 23, 2010, is hereby agreed to have been continued through and terminated upon the effective date of this Agreement. The effective date of this Agreement shall be the date of full execution by both parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party.

3. **Services**

A. The City shall assign two (2) full-time uniformed police officers to the Port, providing eighty (80) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon in writing by the Port and the City. An option may be implemented for a third full-time uniformed police officer (at an amount that reflects the actual salary and benefits of the uniformed patrol officer) as agreed by the Port Executive Director and the City's Police Chief, and shall become a permanent part of this Agreement thereafter. Since an understanding of Port operations will enhance the benefit of these officers to the Port and the City, the City will attempt to assign officers who have become familiar with those operations.

B. The Port, at its own expense, shall provide the necessary training required to familiarize the assigned officers with the operations of the Port and any other such training deemed necessary for the performance of said officers' duties at the Port. The City shall not be responsible for any overtime cost associated with said training.

C. Without altering the chain of command of the officers assigned hereunder, said officers shall report to the Executive Director of the Port or designated representative. The City, at its own expense, will provide to, and maintain for, such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a standard City of Riviera Beach marked patrol car.

D. Upon request by the Port, specialized equipment to include, but not limited to, laptop computers, MESH Network broadband wireless mobile devices, and mobile video cameras will be added to vehicles provided to the Port at the expense of the Port. The City will directly invoice the Port for these expenses. These non-standard equipment

items can be used to access NCIC/FCIC databases from a mobile device in the vehicle in addition to viewing video from remote controlled cameras.

E. At times other than during the shifts of the assigned officers, and at least once during a patrol shift, at irregular intervals, a uniformed officer who is not assigned to the Port will make a tour of Port property in a marked patrol car, on Port property, and make face-to-face contact with the ranking Port Security Officer. The Patrol Division will conduct the "Business Check" of the Port during regular patrols.

F. The Port recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers. The City agrees that in such event, the City will give the Port as much notice as necessary to alleviate any hardship on the Port.

G. The City will provide a Police Canine for primary use at the Port facility.

H. The City will provide quarterly reports reflecting police activity within the Port, to include crime statistics, traffic citation statistics, business checks, and call activity.

4. **Responsibilities and Functions of the Assigned Officers**

Police Officers assigned to work at the Port shall:

A. Make such detentions and arrests, and exercise all other powers as shall be within the authority of Law Enforcement personnel of the City of Riviera Beach.

B. Respond to requests for assistance as requested by Port Security Department personnel.

C. Summon such other County, State, and Federal Law Enforcement, City and/or County EMS, Fire, and other personnel and services, as circumstances shall require.

D. Promptly report to the Port Security Director all security and law enforcement matters related to Port property and persons thereon, and provide copies of official records and reports of incidents occurring on Port property to the Executive Director or designated representative, in addition to satisfying any other requirements of the City.

E. Enforce Port parking and traffic regulations by all lawful means, to include traffic accident investigations.

5. **Canine Support**

It is the intent of the Port and the City that a canine dog ("Canine") should be assigned to an officer identified and/or selected to provide law enforcement services at the Port.

Such Canine, and its handler, shall receive the training and certifications generally associated with Canines used at airports and seaports for the detection of explosives, drugs, and related contraband; and such training and certifications shall be maintained current, at the Port's expense. Annual expenses up to $2,500.00 (prorated over the term of this Agreement) associated with the care and maintenance of said Canine shall be paid for by the Port, upon invoice by the City. Such Canine shall be available for work at the Port as required by Port operations and as circumstances dictate, at no additional cost to the Port.

6. **Coordination**

Each party shall designate, from time to time, an individual to serve as liaison for that party. The City Liaison Officer shall not hold a rank below Sergeant. The Port Liaison Officer shall not hold a position below Operations Manager. If requested by the Port and with forty eight (48) hours notice, the City Liaison Officer shall attend local Security Meetings and serve on local Seaport Security Committees.

7. **Payment**

The Port shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the annual sum of $173,296 (prorated over the term of this Agreement), plus any extra sums as set out herein. The City shall invoice the Port on a quarterly basis, to coincide with the City's fiscal year. Said amount reflects the actual salary and benefits of the uniformed patrol officers now assigned to the Port.

8. **Extra Duty Detail Services**

Upon request of the Port and with at least forty eight (48) hours notice, the City shall provide, if available, additional uniformed officers at the Extra Duty Detail rate of $35.00 per hour ($25 per hour paid directly to the officer and $10 per hour paid to the City), per officer, at any time it may be necessary for additional police presence at the Port. The Port agrees to comply with the City's rules, policies, and procedures regarding off-duty details. Requests for Extra Duty Detail Officers shall be made to the Police Department's Extra Duty Detail Coordinator. Police officers must receive two-hours of training prior to working off-duty details at the Port. The two-hour training course will be provided by the Port. Copies of training certificates shall be provided to the Police Department's

Training Division. Officers must attend the training on their own time and at their own expense.

9. **Port Security Plan**

The services to be provided by the City hereunder are intended to assist the Port in satisfying certain requirements of state and federal laws and regulations, and complying with the Port's Security Plan, the purposes of which are, in part, to establish Police presence to discourage terrorism, illegal immigration, theft, and smuggling. Accordingly, any failure to provide the services set forth herein strictly in accordance herewith shall be a basis for termination.

10. **Miscellaneous Provisions**

A. In the event that the Agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.

B. No employee of either party to this Interlocal Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

C. All notices required in this Interlocal Agreement shall be sent to the parties at the following addresses, by Certified Mail, facsimile, or hand delivery:

If to the Port:
Port of Palm Beach District
One East Eleventh Street, Suite 600
Riviera Beach, Florida 33404
Attn: Executive Director
(561) 842-4240 (Facsimile)

With a copy to:
John W. Gary, III, Esq.
Gary, Dytrych & Ryan, P.A.
701 U.S. One, Suite 402
North Palm Beach, Florida 33408
(561) 844-2388 (Facsimile)

If to the City:
Ruth C. Jones
City Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404
(561) 840-3353 (Facsimile)

With a copy to:

Pamala H. Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404
(561) 845-4017 (Facsimile)

D. Nothing contained in this Interlocal Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Interlocal Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida State Statutes. The City's and the Port's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, Ordinances, and rules, and pensions and relief, Disability, Worker's Compensation and other benefits which apply to the activity of officers, agents, or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of any such Interlocal Agreement.

E. Nothing contained herein shall be deemed a limitation of the Jurisdiction or Law Enforcement responsibilities of the City with respect to the Port or Port property.

F. This Interlocal Agreement and any dispute, disagreement, or issue of construction, declaration, or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance, or breach shall be governed and interpreted according to the laws of the State of Florida. Any and all action necessary to enforce the Interlocal Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity, or otherwise, is brought for the interpretation or enforcement of this Interlocal Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Interlocal Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes), even if not taxable as court cost (including, without limitation, all such fees,

costs, and expenses incident to Appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

G. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by Statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

H. To the extent permitted by law, the City shall indemnify and hold the Port harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Interlocal Agreement. Likewise, to the extent permitted by law, the Port shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the Port employees in the performance of this Interlocal Agreement. Nothing in this provision shall be construed as consent by the City or by the Port to be sued, or as a waiver of Sovereign Immunity beyond the limits provided for in Section 768.28, Florida State Statutes.

I. Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.

J. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

K. This Interlocal Agreement constitutes the entire understanding of the parties with respect to the provision of Law Enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

L. Upon execution by the parties, the Port agrees to file a copy of this Interlocal Agreement with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01 (11), Florida State Statutes.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____, 2013.

ATTEST:

CITY OF RIVIERA BEACH

_____
CARRIE E. WARD, MMC
CITY CLERK

_____
THOMAS A. MASTERS
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

_____
PAMALA H. RYAN, ESQ.
CITY ATTORNEY

_____
CLARENCE D. WILLIAMS, III
POLICE CHIEF

DATED:

PORT OF PALM BEACH DISTRICT

BY: George E. Moatos

ATTEST:

Jean L. Enright
SECRETARY / TREASURER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PORT CONSULTING ATTORNEY

DATED: Aug. 27, 2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date:	9/4/2013
Agenda Category:	CONSENT RESOLUTION

Subject: City Council approval to appropriate $4,000.00 from the Law Enforcement Trust Fund for donation to the Riviera Beach Education Scholarship Program.

Recommendation/Motion: Staff recommends that the City Council approve the appropriation of $4,000.00 from the Law Enforcement Trust Fund to be donated to the Riviera Beach Education Scholarship Program.

Originating Dept.	Police	**Costs:**	$4,000.00
User Dept.	Police	**Funding Source:**	Law Enforcement Trust Fund Account No. 150-00-358200 (Local)
Advertised:	No	**Budget Account Number:**	Law Enforcement Trust Fund Account No. 150-00-358200 (Local)
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The Police Department seeks approval from the City Council to appropriate $4,000.00 from the Law Enforcement Trust Fund for donation to the Riviera Beach Education Scholarship Program.

In 1998, the Riviera Beach City Council established the City of Riviera Beach Education Scholarship Program to encourage City residents to further their education. The program initially provided ten (10) $500.00 scholarships which were funded out of the Police Department's Law Enforcement Trust Fund. In 2001, the scholarship award was increased from $500.00 to $1,000.00 per recipient.

The Scholarship Program is administered by the City's Education Advisory Committee. Applications are accepted between February and Mid-May each year. The Scholarship Application Review Committee, which begins meeting in mid April, is comprised of the Education Advisory Committee and School District Personnel. Each application is reviewed by three (3) committee members. Qualifying applicants are ranked based upon academic accomplishment, community service, and

need.

While most scholarships are awarded to incoming freshmen, the Riviera Beach Scholarship Program awards scholarships to freshmen, sophomores, juniors, and seniors. In order to receive consideration, applicants must be a permanent resident of Riviera Beach, have a minimum cumulative grade point average of 2.0, and enrollment status must be full time. All sections of the applications must be completed in full and all required documents must be attached.

In 2010 and 2011, the City Council had funded a scholarship award for every qualified applicant.

Between 1998 and 2012, the program has awarded scholarships totaling $254,000.00.

In a research brief on "Education and Public Safety" from Justice Policy Institute, researchers have found that increased investments in quality education can have a positive public safety impact. Significant findings include:

1.Graduation rates were associated with positive public safety outcomes.

2.States that had higher levels of educational attainment also had crime rates lower than the national average.

3.States with higher college enrollment rates experienced lower violent crime rates than states with lower college enrollment rates.

4.States that made bigger investments in higher education saw better public safety outcomes.

It is the Police Department's position that children, who continue their commitment to education, by attending college, will limit the likelihood of their future delinquency and victimization.

The expenditure of Law Enforcement Trust Fund dollars is permissible for this effort and consistent with State and Federal Laws. This project can be funded using Law Enforcement Trust Fund dollars. These funds may be expended upon the request of the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of Florida State Statute 932.7055.

The Florida State Statute provides that Law Enforcement Trust Funds shall be used for ..."crime prevention, safe neighborhoods...prevention programs or for law enforcement purposes, which include defraying the cost of protracted or complex investigations, (and) providing additional equipment. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency."

This item serves as written certification that this request complies with Florida State Statute 932.7055.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	
External Revenues	$4,000.00

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: Law Enforcement Trust Fund Account No. 150-00-358200 (Local)

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

Law Enforcement Trust Fund Account No. 150-00-358200 (Local)

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_Donation_of_$4000_for_RB_Scholarship_Program_from_LETF__8-13-13.doc	LETF Scholarship Donation Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE $4,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR DONATION TO THE RIVIERA BEACH EDUCATION SCHOLARSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Police Department, as part of its ongoing endeavors to serve the residents of the City of Riviera Beach, recognizes the need for Crime Prevention and Education Programs; and

WHEREAS, The Police Chief seeks to implement and support Law Enforcement efforts designed to prevent crime and disrupt potential criminal activity; and

WHEREAS, The Police Department seeks funding for a donation to the Riviera Beach Scholarship Program in the amount of $4,000.00; and

WHEREAS, In a 2007 research brief on "Education and Public Safety" from Justice Policy Institute, researchers have found that increased investments in quality education can have a positive public safety impact while lowering crime rates; and

WHEREAS, This request is consistent with the provisions of Florida State Statute §932.7055.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: The City Council approves the donation of $4,000.00 to the Riviera Beach Education Scholarship Program.

SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund Account No. 150-00-358200 in the amount of $4,000.00.

SECTION 3: This Resolution shall take effect immediately upon its approval.

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, ESQ., B.C.S., CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject:

A resolution awarding Bid No. 373-13 to B&B Underground Contractors, Inc., of Royal Palm Beach, Florida for the reconstruction of West 13th Street from West 13th Court to Avenue R; authorizing the Mayor and City Clerk to execute the Contract; authorizing the City Manager to approve change orders up to ten (10%); authorizing the Director of Finance and Administrative Services to make payment for same and providing an effective date.

Recommendation/Motion: Staff recommends that the City Council approve the resolution.

Originating Dept.	Public Works	**Costs:**	$1,860,318.00
User Dept.	Public Works	**Funding Source:**	FDOT Grant, Stormwater Utility, Utility District, Impact Fee-Roads
Advertised:	No	**Budget Account Number:**	109-0715-541-1-6355- $500,000 412-1437-533-0-6352- $ 93,016 412-1437-535-0-6352- $ 93,016 460-1127-541-0-6355- $632,508 303-1127-541-0-6351- $464,806 310-1123-541-0-6351- $ 76,972
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:

West 13th street from West 13th Court to Avenue R, has been scheduled for reconstruction for fiscal year 2013/14. The project was advertised for bids on June 9, 2013 and based on the bids submitted, the apparent low bid was submitted by B&B Underground Contractors, Inc., of Royal Palm Beach, Florida. The Purchasing Department reviewed the submitted bids and recommends award to the lowest responsible and responsive bidder, B&B Underground Contractors, Inc., in the amount of $1,691,197.80.

Additionally, the City will be receiving State funding in the amount of $500,000 to assist with the reconstruction costs for West 13th Street.

Based on the bid results, staff requests City Council approval of contracting with B&B Underground Contractors, Inc. to provide construction services for the reconstruction of West 13th Street.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	$1,860,318	$0.00	$0.00	$0.00	$0.00
Operating Costs	$0.00	$0.00	$0.00	$0.00	$0.00
External Revenues	$500,000				
Program Income (city)	NA				
In-kind Match (city)	NA				
Net Fiscal Impact	$1,360,318	$0.00	$0.00	$0.00	$0.00
NO. Additional FTE Positions (cumulative)	N/A				

Is Item Included in Current Budget? Yes

Budget Account NO: 109-0715-541-1-6355- $500,000

412-1437-533-0-6352- $ 93,016
412-1437-535-0-6352- $ 93,016
460-1127-541-0-6355- $632,508

303-1127-541-0-6351- $464,806

310-1123-541-0-6351- $ 76,972

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

FDOT Grant, Stormwater Utility, Utility District, Impact Fee-Roads

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 09/18/13

Contract End Date	07/31/14
Renewal Start Date	
Renewal End Date	
Number of 12 month terms this renewal	
Dollar Amount	$1,691,197.80
Contractor Company Name	B & B Underground Contractors, Inc.
Contractor Contact	Steven Decker, P.E.,Contractor Project Manager
Contractor Address	585 105th Avenue North, Unit 16 Royal Palm Beach, FL 33411
Contractor Phone Number	561-682-3310
Contractor Email	
Type of Contract	Construction
Describe	

ATTACHMENTS:

Name:	Description:
RESOLUTION_TO_AWARD_West_13thST_080313.pdf	Resolution to Award Bid 373-13 to B&B Underground Contractors
BnB_Contract_Council_PDF.pdf	B&B Contract
Purchasing_RECOMMENDATION_BnB_Underground_Contractors.pdf	Purchasing Recommendation Letter

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 397-13 TO B&B UNDERGROUND CONTRACTORS INC., OF ROYAL PALM BEACH, FLORIDA FOR THE RECONSTRUCTION OF WEST 13TH STREET BETWEEN WEST 13th COURT AND AVENUE R IN THE AMOUNT OF $1,691,197.80; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%) FOR A TOTAL COSTRUCTION BUDGET OF $1,860,318; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER(S) 109-0715-541-1-6355 ,412-1437-533-0-6352, 412-1437-535-0-6352, 460-1127-541-0-6355, 303-1127-541-0-6351, 310-1123-541-0-6351 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City solicited contractors for the reconstruction of West 13th Street between West 13TH Court and Avenue R through the issuance of bid number 397-13; and

WHEREAS, B&B Underground Contractors, Inc., of Royal Palm Beach, Florida was the lowest responsive and responsible bidder.

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 hereby accepts the bid proposal and awards a Construction Services Contract to B&B Underground, the lowest responsive and responsible bidder, in the amount $1,691,197.80 for the reconstruction of 13th Street between 13th Court and Avenue R.

SECTION 2. The Director of Finance and Administrative Services is authorized to make payment for same from the following accounts:
109-0715-541-1-6355 -$500,000
412-1437-533-0-6352- $93,016
412-1437-535-0-6352- $93,016
460-1127-541-0-6355- $632,508
303-1127-541-0-6351- $464,806
310-1123-541-0-6351- $76,972

SECTION 3. The City Manager is authorized to approve Change Orders up to ten percent (10%).

SECTION 4. The Mayor and City Clerk are authorized to execute the Contract.

SECTION 5. That the Resolution takes effect 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

_____
JUDY L. DAVIS
COUNCILPERSON

_____
BRUCE A. GUYTON
COUNCILPERSON

_____
TERENCE 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: _____

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of this _____ day of _____, _____ by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and **B&B UNDERGROUND CONTRACTORS, INC.**_____ [ ] an individual, [ ] a partnership, [**X**] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **65-1043589**.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of **ROADWAY RECONSTRUCTION ON WEST 13TH STREET BETWEEN WEST OF OLD DIXIE HWY TO EAST OF AVENUE R**, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be **TERRENCE N. BAILEY, P.E., CITY ENGINEER**, telephone no. **(561) 845-3472**.

ARTICLE 2 - SCHEDULE

A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within **THREE HUNDRED (300)** calendar days from the date of official notice to precede, the rate of progress and time of completion being essential conditions of this Contract.

B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to **SEVEN HUNDRED FIFTY DOLLARS ($750)** for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY's actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.

C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.

B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.

C. Progress Payments – Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and licensed and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval, at CITY's sole discretion, must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

The CONTRACTOR agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR'S subcontractors must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Further,

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not

unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

Consistent with the City's procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE l1 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict

compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of $500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE l3 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 – DISPUTE RESOLUTION, VENUE, AND REMEDIES

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE l6 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law, and specifically section 119.0701, Florida Statutes, by agreeing to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.

(b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital

status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 – LICENSES, APPROVALS AND PERMITS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

The CONTRACTOR shall be solely responsible for obtaining, paying for, and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and, (3) advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY's designated representative and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

TERRENCE N. BAILEY, P.E., CITY ENGINEER
ENGINEERING DIVISION, CITY OF RIVIERA BEACH
2391 AVENUE L, RIVIERA BEACH FL. 33404

and if sent to the CONTRACTOR shall be mailed to:

STEPHEN DECKER, P.E., CONTRACTOR PROJECT MANAGER
B&B UNDERGROUIND CONTRACTORS, INC.
585 105TH AVENUE NORTH UNIT-16
ROYAL PALM BEACH, FL 33411

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.

2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.

3. For projects that do not exceed $500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.

4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative and the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the CITY, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of **WEST 13TH STREET** shall be guaranteed by the Manufacturer, for a minimum period of **ONE (1) year** from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material and workmanship for a minimum period of **ONE (1) year**. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct **WEST 13th STREET**.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, **ONEAL BATES, PRESIDENT OF B&B UNDERGROUND CONTRACORS, INC.**, hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of **ROADWAY DESIGN PLANS, CONSTRUCTION SPECIFICATIONS, CONTRACT MANUAL, AND ALL ASSOCIATED RFP DOCUMENTS**. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and **PLANS, SPECIFICATION, AND THE**

ORIGINAL RFP DOCUMENTS. To the extent that there exists a conflict between this Contract and **PLANS, SPECIFICATION AND ORIGINAL RFP DOCUMENTS,** the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 45 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

a. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

b. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;

c. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

d. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR'S notice of any such default.

ARTICLE 47 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 48 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 49 – SUBRECIPENT REQUIREMENTS

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent on, amongst other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Subrecipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS,
MAYOR

CONTRACTOR

BY: _____
ONEAL BATES:
PRESIDENT:

ATTEST:

BY: _____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
BRYNT JOHNSON, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

Date: _____

EXHIBIT "A"

SCOPE OF WORK

The project involves the full reconstruction of West 13th Street from Avenue R to 13th Court in the City of Riviera Beach. The work includes, but is not limited to, the reconstruction of deteriorated public streets, installation of limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, reinforced concrete drainage pipe and inlet structures, ex-filtration trench, replacement of existing water main and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer system manholes and lines including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, proper disposal or abandonment of existing utilities.

EXHIBIT "B"
SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

Per Addendum # 2

	WEST 13th STREET IMPROVEMENTS City of Riviera Beach Palm Beach County, Florida City Project # FM432278 STANTEC PROJECT #: 216700213				ESTIMATE	
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total
Water, Sanitary, Drainage and Roadway Items			Total	Unit	$	$
Roadway and General						
1	101-1	Mobilization	1	LS	70,000.00	70,000.00
2		Permit Fee (Reimbursement)	1	AL	$50,000.00	$50,000.00
3	102-1	Maintenance of Traffic	1	LS	16,000.00	16,000.00
4	102-3	Commercial Material for Driveway Maintenance	1	LS	3,000.00	3,000.00
5	104-0	Erosion and Turbidity Control, NPDES Compliance	1	LS	9,300.00	9,300.00
6	110-1-1	Clearing and Grubbing	1	LS	54,000.00	54,000.00
7	110-1-1	Removal of Existing Pavement (Driveways Outside R/W)	1	LS	8,000.00	8,000.00
8	110-3	Removal of Existing Structures	1	LS	5,000.00	5,000.00
9	110-7-1	Relocation of Mailboxes	8	EA	50.00	400.00
10	160-4	Stabalized Subgrade (Type B) (12") (Min. LBR 40)	20,443	SY	5.65	115,500.95
11	230-1-4	Limerock Base Course (4" Under Curb)	2,662	SY	8.00	21,296.00
12	230-1-8	Limerock Base Course (12")	17,781	SY	15.00	266,715.00
13	286-1	Driveway Turnout (6" Concrete) (Inside R/W)	1,020	SY	31.00	31,620.00
14	286-1	Driveway Rebuild (6" Concrete) (Outside R/W)	200	SY	30.00	6,000.00
15	327-70-1	Mill & Overlay w/1" FC-12.5, Rubber (TL-C)	1,100	SY	13.00	14,300.00
16	334-1-12	1-1/2" Superpave Structural Course (TL-C)	17,781	SY	7.50	133,357.50
17	337-3-30	1" FC-12.5, Rubber (TL-C)	17,781	SY	6.75	120,031.75
18	425-1-201	Curb Inlet (Type 9), Type C Structure (Incl Frame & Grate)	29	EA	3,000.00	87,000.00
19	425-1-503	Manhole Type J (Including Top Slab, Ring & Cover)	20	EA	4,700.00	94,000.00
20	425-1-505	Modify Inlet Structure w/Top Slab and Manhole Ring & Cover	1	EA	2,000.00	2,000.00
21	425-1-505	Manhole Frame & Grate	2	EA	825.00	1,650.00
22	430-175-11	Concrete Pipe Culvert (15" Solid) (Include Trenching & Backfilling)	530	LF	32.50	17,225.00
23	430-175-11	Concrete Pipe Culvert (18" Solid) (Include Trenching & Backfilling)	2,019	LF	33.00	67,838.40
24	443-70-8	60" Exfiltration Trench (Include 18" Slotted RCP)	1,880	LF	65.50	123,140.00
25	520-1-10	Concrete Curb and Gutter (Type F)	8,700	LF	12.00	104,400.00
26	522-1	Concrete Sidewalk (4" Thick)	2,085	SY	22.00	40,090.00
27	527-1	Detectable Warning Surface (7 Locations)	240	SF	26.00	6,240.00
28	570-1-2	Sod (Match Existing) (Include Watering and Maintenance)	5,400	SY	3.00	16,200.00
29	635-1-11	Pull & Junction Box, F&I, Pull Box	2	EA	500.00	1,000.00
30	9999	Record Drawings	1	LS	22,500.00	22,500.00
		Subtotal Roadway Items				1,513,796.60
Pavement Marking and Signing						
31	700-20-11	R2-1-25 Sign Assembly	2	AS	225.00	450.00
32	700-20-11	R1-1 Sign Assembly w/ D-3 Signs (2 Blades)	5	AS	645.00	3,225.00
33	700-20-11	W10-1 Sign Assembly	1	AS	250.00	250.00
34	700-20-11	Remove Existing Sign	20	EA	25.00	500.00
35	706-3	Retro-Reflective Pavement Marker	1	LS	3,700.00	3,700.00
36	711-11-111	Thermoplastic Solid Stripe (6" White)	5,400	LF	1.00	5,400.00
37	711-11-123	Thermoplastic Solid Stripe (12" White)	675	LF	2.00	1,350.00
38	711-11-125	Thermoplastic Solid Stripe (24" White)	160	LF	4.50	720.00
39	711-11-131	Thermoplastic Solid Stripe (6" Yellow w/10' - 30' Skip)	3,990	LF	1.00	3,990.00
40	711-1-160	Thermoplastic Standard White Message	3	EA	160.00	480.00
41	711-11-170	Thermoplastic Standard White Arrow	60	EA	70.00	4,200.00
42	711-11-211	Thermoplastic Solid Stripe (6" Double Yellow)	2,734	LF	1.90	5,194.60
43	711-11-224	Thermoplastic Solid (18" Yellow)	590	LF	2.90	1,682.00
44	711-11-241	Thermoplastic (6" Yellow 6' - 10' Skip)	540	LF	1.00	540.00
45	700-95	Project Identification Sign	4	EA	600.00	2,400.00
		Subtotal Pavement Marking and Signing				33,991.60

EXHIBIT "B"
SCHEDULE OF PAYMENTS(cont)

Water and Sewer Utilities						
46	1050-11-212	2" PVC Conduit (Including Trenching & Backfilling)	220	LF	4.00	880.00
47	1050-11-212	4" PVC Conduit (Including Trenching & Backfilling)	880	LF	7.00	6,160.00
48	1050-11-223	6" PVC Water Main (Including Trenching & Backfilling)	195	LF	13.50	2,632.50
49	1050-11-224	8" PVC Water Main (Include Trenching & Backfilling)	2,026	LF	17.25	34,948.50
50	1050-11-224	10" PVC Water Main (Include Trenching & Backfilling)	142	LF	27.50	3,905.00
51	1050-11-424	8" DIP Water Main (Include Trenching & Backfilling)	30	LF	48.00	1,440.00
52	1050-11-424	Cut & Remove Existing 8" PVC San. Sewer Main (Include Disposal)	20	LF	20.00	400.00
53	1050-11-424	8" DIP Sanitary Sewer Main (Include Trenching & Backfilling)	20	LF	62.00	1,240.00
54	1050-15-003	Disconnect, Adjust & Reconnect Existing Sanitary Laterals	4	EA	580.00	2,320.00
55	1050-18-004	Grout & Abadndon Existing 8" PVC WM	2,000	LF	3.00	6,000.00
56	1050-18-004	Grout & Abadndon Existing 10" CI WM	80	LF	6.00	480.00
57	1055-11-254	8" Plug	18	EA	111.00	1,998.00
58	1055-11-254	10" DIP Plug	2	EA	160.00	320.00
59	1055-11-414	8" DIP 45 Degree Bend	14	EA	300.00	4,200.00
60	1055-11-414	8" DIP 22.5 Degree Bend	2	EA	300.00	600.00
61	1055-11-424	8" x 6" DIP Tee	7	EA	470.00	3,290.00
62	1055-11-424	8" x 8" DIP Tee	1	EA	545.00	545.00
63	1055-11-424	10" x 8" DIP Tee	1	EA	472.00	472.00
64	1055-11-434	10" x 8" DIP Reducer	2	EA	700.00	1,400.00
65	1055-11-444	8" Coupling	4	EA	365.00	1,460.00
66	1055-11-444	10" Coupling	2	EA	445.00	890.00
67	1055-11-494	10" DIP Cross	1	EA	1,000.00	2,000.00
68	1060-11-303	10" x 8" Tapping Sleeve & Valve	1	EA	3,500.00	3,500.00
69	1060-11-304	8" Gate Valve	7	EA	850.00	5,950.00
70	1060-11-404	8" Gate Valve	9	EA	1,200.00	10,800.00
71	1060-11-404	10" Gate Valve	2	EA	1,800.00	3,600.00
72	1060-105-02	Sample Point (Include Testing)	5	EA	200.00	1,000.00
73	1644-116-08	Relocate Existing Fire Hydrant	1	EA	350.00	350.00
74	1644-116-08	Fire Hydrant Assembly	7	EA	2,000.00	14,000.00
75	1698-191-502	2" Single PE Water Service with Meter Box (Include Trenching & Backfilling)	11	EA	1,500.00	14,500.00
76	1698-191-502	2" Double PE Water Service with Meter Box (Include Trenching & Backfilling)	7	EA	1,750.00	12,250.00
		Subtotal Water and Sewer Utilities				145,534.00
		GRAND TOTAL				1,693,319.20

ONE Million Six Hundred Ninety Three Thousand Three Hundred Nineteen Dollars and Twenty Cents DOLLARS ($ 1,693,319.20)

SUBMITTED BY: B & B Underground Contractors Inc

SIGNED DATE: 9-3-2013

NAME PRINTED: A Dale Bates

TITLE: President

PURCHASING DEPARTMENT INTER-DEPARTMENTAL COMMUNICATION

To: BRYNT JOHNSON, PUBLIC WORKS DIRECTOR

Through: BENJAMIN GUY, PURCHASING DIRECTOR

From: PIERRE WILSON, SENIOR PROCUREMENT SPECIALIST

Date: JULY 25, 2013

Subject: **AWARD RECOMMENDATION: BID No. 397-13 WEST 13TH STREET IMPROVEMENTS AVENUE P TO DIXIE HIGHWAY**

In accordance with the City of Riviera Beach Procurement Code and technical specifications and plans prepared by Stantec Consulting Services, Inc., of Boca Raton, Florida, invitation for bids were advertised in the **"Legal Notices"** section of the Palm Beach Post on **June 9, 2013,** to solicit sealed bids from qualified and licensed General Contractors to provide all plant, labor, materials and equipment for the reconstruction of West 13th Street from Avenue P to 13th Court.

To provide additional exposure and to ensure maximum competition for the project, it was also advertised on the City's internet webpage on **June 10, 2013**.

Nineteen (19) contractors committed to purchasing the Design Plans and Construction Documents, nine (9) submitted bids. Bid proposals were publicly opened and announced on Wednesday, July 3, 2013 at 3:00 p.m. in the Council Chambers, bids ranged from $1,691,197.80 to $2,865,951.00 (Please refer to attached Bid Tabulation).

The apparent low bid ($1,691,197.80) was submitted by B & B Underground Contractors, Inc. of Royal Palm Beach, Florida. B & B Underground Contractors, Inc. a Certified General Contractor and a Certified Underground Utility and Excavation Contractor has been determined to be a responsive and responsible bidder. The contractor has performed work of similar character and magnitude and is in good standing with the State Department of Business and Professional Regulation.

B & B Underground Contractors, Inc. has completed the following projects for the City:

Project	Value
Reconstruction of West 26th Street Avenue M to Old Dixie	**$471,908.94**
West 33rd Street Improvements	**$519,187.52**
Reconstruction of West 34th Street	**$418,944.77**
West 35th Street Improvements Between Avenue O and Avenue R	**$528,610.71**

Currently, B & B Underground Contractors, Inc. payment history is slow. This is not uncommon for business in today's economy and Purchasing believes it's a manageable issue. To protect the City's interest, Purchasing recommends that B & B Underground Contractors, Inc. submit an affidavit to the City reflecting all sub-contractors and material suppliers for the project. Additionally, B & B Underground should submit processed partial releases showing payments to sub-contractors and material suppliers for all payment applications.

B & B underground Contractors, Inc. will satisfy the level of Small Business Enterprise (SBE) participation required by the City's Procurement Ordinance (15%) by allocating 16.6% of the work to SBE subcontractors (WM. D. Adeimy, Jr. Inc of West Palm Beach, Florida and Tru Trucking, Inc. of West Palm Beach, Florida) to provide base rock, hauling services, sidewalk, curb, and driveways for the project in the amount of $281,482.50.

Since the West 13th Street Improvement Project is valued at more than $750,000.00, apprenticeship participation requirements are applicable. However, the scope of work called for by the project has limited to no sub-contracting specialties for which local State Certified Apprenticeship Programs are available. Therefore, B & B Underground was unable to full the apprenticeship participation requirement established in the City's Procurement Ordinance 4010.

For your records we are enclosing copies of all confirmed references as well as all other documents used to determine the bidder's responsibility.

Accordingly, the Purchasing Department recommends the contract be awarded to, the low responsive and responsible bidder, B & B Underground Contractors., Inc. of Royal Palm Beach, Florida, in the amount of $1,691,197.80.

Also, please note that a payment and performance bond will be required for this project because the total amount of bid submitted by contactor is greater than $100,000.00. Finally, certificates of insurance naming the City of Riviera Beach as additional insured for all insurance types and coverage amounts indicated in the "Contract for Construction" must be submitted by the contractor and forwarded to the Purchasing Department.

cc: Terrence Bailey, City Engineer
Purchasing File

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date:	9/4/2013
Agenda Category:	CONSENT RESOLUTION

Subject: Request the Riviera Beach City Council to approve an Agreement to provide Police Services to Homeowners Association of Thousand Oaks.

Recommendation/Motion: Staff recommends that the City Council approve the Agreement for Police Services with the Homeowners Association of Thousand Oaks.

Originating Dept.	Police	**Costs:**	0
User Dept.	Police	**Funding Source:**	Homeowners Association of Thousand Oaks
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
In an effort to provide enhanced services to our community, the Riviera Beach Police Department seeks to continue our partnership with the Homeowners Association of Thousand Oaks and to execute an Agreement for Police services.

With the City Council's approval, the City will execute a three (3) year Agreement to provide Police services to the Homeowners Association of Thousand Oaks. The Homeowners Association of Thousand Oaks agrees to fund two (2) full-time uniformed Police Officer positions. The City of Riviera Beach agrees to assign two (2) full-time Police Officers to Thousand Oaks at a cost of $179,905 per year, payable in quarterly payments of $44,976.25.

In 2007, the Riviera Beach Police Department first entered into an Agreement with the Homeowners Associations of Thousand Oaks to provide Law Enforcement services. Since that time, both parties have enjoyed a positive relationship that has been mutually beneficial. The current services are being

provided month-to-month under the Agreement that expired on November 18, 2012, and this item seeks to renew the Agreement for an additional three (3) years.

Thousand Oaks, located on Congress Avenue in Riviera Beach, is a community with an active Homeowners Association. There are 697 residences in this community, which includes single family homes and town homes. Among the services that are provided by the Homeowners Association of Thousand Oaks, the security of its residents and the protection of property are great concerns.

The Police Officers will work a schedule consistent with the Labor Agreement that covers Police Officers. The assigned officers will be responsible for Community Policing activities and performing Law Enforcement duties specific to Thousand Oaks.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016
Capital Expenditures				
Operating Costs	$14,992.00	$179,905.00	$179,905.00	$164,913.00
External Revenues	$14,992.00	$179,905.00	$179,905.00	$164,913.00
Program Income (city)				
In-kind Match (city)				
Net Fiscal Impact	0	0	0	0
NO. Additional FTE Positions (cumulative)				

Is Item Included in Current Budget? No

Budget Account NO:

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

Homeowners Association of Thousand Oaks

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	September 5, 2013
Contract End Date	September 4, 2016

Renewal Start Date	
Renewal End Date	
Number of 12 month terms this renewal	Three (3)
Dollar Amount	$179,905.00 per year
Contractor Company Name	Homeowners Association of Thousand Oaks
Contractor Contact	Kena Brown
Contractor Address	1034 Centerstone Lane Riviera Beach, Florida 33404
Contractor Phone Number	561-845-1016
Contractor Email	thousandoaks1@yahoo.com
Type of Contract	Other
Describe	Police Services

ATTACHMENTS:

Name:	Description:
Resolution_Thousand_Oaks_8-14-13.doc	Resolution: Thousand Oaks Police Services
Agreement_-_Thousand_Oaks_Interlocal_Agreement_8-27-13.pdf	Agreement for Police Services - Thousand Oaks

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 THREE (3) YEAR AGREEMENT TO PROVIDE POLICE SERVICES TO THE HOMEOWNERS ASSOCIATION OF THOUSAND OAKS FROM SEPTEMBER 5, 2013, THROUGH SEPTEMBER 4, 2016; AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF $44,976.25 FOR A TOTAL OF $179,905.00 PER YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Homeowners Association of Thousand Oaks seeks to continue to improve the level of security for its residents and property; and

WHEREAS, In partnership with the Homeowners Association of Thousand Oaks, the Riviera Beach Police Department is prepared to continue an Agreement to provide Police services specific to the needs of Thousand Oaks; and

WHEREAS, The City of Riviera Beach is willing and able to provide Police services to the Homeowners Association of Thousand Oaks for a reasonable fee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: The Mayor and City Clerk are authorized to execute an Agreement with the Homeowners Association of Thousand Oaks.

SECTION 2: The Director of Finance & Administrative Services is authorized to accept quarterly payments in the amount of $44,976.25, totaling $179,905.00 per year, for a period of three (3) years.

SECTION 3: This Resolution shall take effect immediately upon its approval.

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, ESQ., B.C.S., CITY ATTORNEY

DATE: _____

AGREEMENT FOR POLICE SERVICES

This Agreement is made the _____day of _____, 2013, by and between the Homeowner's Association of Thousand Oaks (hereinafter "Thousand Oaks"), and the City of Riviera Beach, a Florida municipal corporation (hereinafter "City"), constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, there has existed and there continues to exist in the Thousand Oaks Community a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the City and Thousand Oaks have entered into agreements since 2008 which allows the CITY to provide this unique presence to Thousand Oaks which benefits both parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, and for the mutual welfare of Thousand Oaks and the City, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Term. The term of this Agreement shall be for three (3) years commencing on September 5, 2013, and terminating on September 4, 2016, unless otherwise terminated as set out herein.

3. Services.

   A. The City shall assign two (2) full-time uniformed police officers to Thousand Oaks, providing a full-time law enforcement presence, on a schedule to be mutually agreed upon by Thousand Oaks and the City. If said schedule is a 12-hour shift rotation, each officer shall work eighty-four (84) hours bi-weekly. If said schedule is an 8-hour rotation, each officer shall work forty (40) hours per week. An option may be implemented for

additional police officers upon the request of Thousand Oaks, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by Thousand Oaks and the City, and become a permanent part of this Agreement thereafter. Since an understanding of Thousand Oaks operations will enhance the benefit of the officers to the Thousand Oaks Community and the City, the City will attempt to assign an officer who has become familiar with those operations.

B. Thousand Oaks, at its own expense, shall provide the necessary training required to familiarize the assigned officers with the Thousand Oaks Community and any other such training deemed necessary for the performance of said officers' duties in the Thousand Oaks Community. The City shall determine training requirements that exceed those required to maintain an employee's law enforcement certification. The City shall not be responsible for any overtime cost associated with said training.

C. Without altering the Police Department's Chain of Command structure, officers assigned hereunder, shall prepare monthly reports of their activity and make said reports available to the Thousand Oaks Executive Staff or as designated by Thousand Oaks. The City, at its own expense, will provide to, and maintain for such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a City of Riviera Beach marked patrol car.

D. Patrol cars will be equipped laptop computers capable of accessing NCIC / FCIC databases and surveillance cameras.

E. At times other than during the shifts of the assigned officers, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the Thousand Oaks property, and make face-to-face contact with the on duty Security Officer.

F. Thousand Oaks recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers.

The City agrees that in such event, the City will give Thousand Oaks as much notice as necessary to alleviate any hardship on Thousand Oaks.

G. The City will provide quarterly reports reflecting police activity within Thousand Oaks, to include crime statistics, traffic citation statistics, and call activity.

4. Responsibilities and Functions of the Assigned Officers

Police Officers assigned to Thousand Oaks shall:

A. Make such detentions and arrests, and exercise all other powers as shall be within the authority of law enforcement personnel of the City of Riviera Beach.

B. Respond to requests for assistance as requested by the Thousand Oaks security personnel.

C. Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire and other personnel and services, as circumstances shall require.

D. As part of each the officers' work week as set forth above each officer will provide a minimum of five (5) hours per week performing Community Policing activities and performing law enforcement duties specific to Thousand Oaks.

E. Notify the on duty security officer concerning security and law enforcement matters related to Thousand Oaks property and persons thereon, and provide copies of reports of incidents occurring on Thousand Oaks property to the designated representative, in addition to satisfying any other requirements of the City in section (3)G above.

F. Enforce parking and traffic regulations within the Thousand Oaks Community.

5. Coordination. Each Party shall designate, from time to time, an individual to serve as liaison for that party. The City Liaison Officer shall not hold a rank below

Sergeant. Thousand Oaks' liaison official shall not hold a position below Homeowners Association Executive Board Member. If requested by Thousand Oaks and with forty-eight (48) hours notice, the City Liaison Officer may attend local committee security meetings and attend local security committee meetings.

6. Payment. Thousand Oaks shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the annual sum of $179,905. Said amount reflect the actual salary and benefits of the uniformed patrol officers assigned to Thousand Oaks. The Agreement shall be adjusted to reflect salary adjustments in accordance with the IUPA Contract, or the City's in-force Labor Agreement. The City will invoice Thousand Oaks on a quarterly basis, to coincide with the City's fiscal year. Any adjustments to the quarterly payment amount will be provided to Thousand Oaks, in writing, by the City.

7. Miscellaneous Provisions.

A. The Agreement may be terminated by either party without cause with sixty (60) days prior written notice. In the event that the Agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.

B. No employee of either party to this Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by that employee's employer.

C. The City agrees to allow a representative of Thousand Oaks to participate in the selection of the officer in a manner consistent with the City's policy and in accordance City's in-force Labor Agreement.

D. All notices required in this Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Thousand Oaks:

GWM Property Management
c/o Mr. Glenn Megan
PO Box 2433
Jupiter, FL: 33468
(561) 951-6590
Smb195755@comcast.net

With a copy to:

Homeowners Association of Thousand Oaks
1034 Centerstone Lane
Riviera Beach, Florida 33404
ATTN: Jeffrey Jackson, President of the Board of Directors
(561) 845-1016
thousandoaks1@yahoo.com

If to City:

Ruth C. Jones
City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4010

With a copy to:

Pamala H. Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4017 (cityattorney@rivierabch.com)

E. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the Thousand Oaks governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's

compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.

F. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to Thousand Oaks or Thousand Oaks property.

G. PUBLIC RECORDS: Thousand Oaks shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Agreement.

(b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Thousand Oaks upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

H. All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided herein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement.

I. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. To the extent permitted by law, the City shall indemnify and hold Thousand Oaks harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of THIS Agreement. Likewise, to the extent permitted by law, Thousand Oaks shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the Thousand Oaks employees in the performance of this Agreement, while assisting Riviera Beach Law Enforcement Personnel. Nothing in this provision shall be construed as consent by the City or by Thousand Oaks to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

K. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.

L. No delay by either party in enforcing any covenant or right hereunder shall

be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

M. This Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this_____day of _____, 2013.

ATTEST:

_____
CARRIE E. WARD, MMC
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
PAMALA H. RYAN,
CITY ATTORNEY

DATED:

CITY OF RIVIERA BEACH

_____
THOMAS A. MASTERS
MAYOR

APPROVED AS TO TERMS AND
CONDITIONS

_____
CLARENCE D. WILLIAMS, III
POLICE CHIEF

THOUSAND OAKS HOMEOWNERS
ASSOCIATION

BY: _____
THOUSAND OAKS HOMEOWNERS
ASSOCIATION

ATTEST:

_____
SECRETARY/TREASURER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
THOUSAND OAKS HOMEOWNERS ASSOCIATION
CONSULTING ATTORNEY

DATED:

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject:

Recommendation/Motion: The Police Department recommends the approval of this Resolution to update the fees and civil penalties associated with expending law enforcement resources when responding to false alarm calls.

Originating Dept.	Police	**Costs:**	
User Dept.	Police	**Funding Source:**	Funds will be collected from permit/renewal fees and applicable false alarm response fees.
Advertised:	No	**Budget Account Number:**	False Alarm Account No. 001-00-354105
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
In conjunction with the revised Police Alarm Systems Ordinance, which was approved by Council on August 7, 2013, the updated Fee and Civil Penalty Resolution provides for cost reimbursement to the City for false alarms.

The City has been operating under the same false alarm ordinance since 1957 and the fees and civil penalties established in the original ordinance are outdated and do not provide an incentive to obtain compliance with the ordinance.

The updated fees associated with the Resolution have been researched in comparison to similarly situated municipalities to include Palm Beach Gardens, Delray Beach, Palm Beach County Sheriff's Office jurisdiction, and Jupiter.
The Fee and Civil Penalty Resolution fees are comparable, and in some instances lower, to the surrounding

municipalities.
Once established, the fees will be billed to the responsible party by the City, with the ultimate goal of decreasing false alarm calls in the City. Reducing false alarm calls would allow for more law enforcement resources to remain accessible for priority calls and available to engage in proactive policing efforts.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
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: False Alarm Account No. 001-00-354105

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

Funds will be collected from permit/renewal fees and applicable false alarm response fees.

C. Department Fiscal Review

Clarence D. Williams, III, Chief of Police

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_Alarm_Ordinance_fees_and_civil_penalties_08192013.doc	Alarm Ordinance Fees and Civil Penalties
False_Alarm_Fee_Comparison.xlsx	False Alarm Comparison Fees

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING UPDATED FEES AND CIVIL PENALTIES FOR THE POLICE ALARM SYSTEMS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Police Department has been operating under the same Burglar Alarm ordinance since 1957; and,

WHEREAS, the fees and civil penalties established in said ordinance are outdated and provide no incentive to obtain compliance with the ordinance; and,

WHEREAS, the City Council has approved the new Police Alarm System ordinance to replace the outdated Burglar Alarm ordinance; and,

WHEREAS, consistent with the new Police Alarm System, the Police Department seeks to have updated associated fees and civil penalties established; and,

WHEREAS, the City Council finds it in the best interest of the City to establish updated fees and civil penalties for the Police Alarm Systems ordinance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this resolution.

Section 2. The City Council hereby establishes the fees and civil penalties associated with the Police Alarm Systems ordinance as shown on Exhibit “A” attached hereto and incorporated herein.

Section 3. This resolution shall take effect immediately upon its passage and adoption.

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, ESQ., B.C.S., CITY ATTORNEY

DATE: _____

EXHIBIT "A"
FEES AND CIVIL PENALTIES FOR THE POLICE ALARM SYSTEMS ORDINANCE

The following fees and civil penalties are established for the Police Alarm Systems ordinance and shall be deposited into False Alarm account 001-00-354105:

A. FEES:

1.	Annual Permit Fee:	$25
2.	Annual Renewal Fee:	$25
3.	Late Fee (for late renewals):	$5
4.	Transfer Fee:	$15
5.	Late Fee (for late transfers):	$5

B. CIVIL PENALTIES:

1. False Alarms:

a.	False Alarms (third, fourth or fifth):	$50
b.	False Alarms (sixth or seventh):	$100
c.	False Alarms (eighth or ninth):	$250
d.	False Alarms (tenth or more):	$500

2. Violation by Alarm User:

a.	Failure to obtain an alarm permit:	$100
b.	Other violations:	$100

3. Violation by Alarm Company:

a.	Failure to be properly licensed:	$100
b.	Other violations:	$100

Municipality	Item	Fee
Unincorporated Palm Beach County	New Registrarion	$25
	1-2 False Alarms	no fee
	3-4 False Alarms	$50/each
	5th False Alarm	$75
	6-9 False Alarms	$100/each
	10+ False Alarm	$500/each
Delray Beach	New Registrarion	$25
	1-3 False Alarms	no fee
	4th False Alarm	$50
	5th False Alarm	$100/each
	6-10 False Alarms	$200/each
Palm Beach Gardens	New Registration	$50
	1-3 False Alarms	no fee
	4-6 False Alarms	$25/each
	7-9 False Alarms	$40/each
	10+ False Alarms	$60/each
Riviera Beach	New Registrarion	$25
	1-2 False Alarms	no fee
	3-5 False Alarms	$50/each
	6-7 False Alarms	$100/each
	8-9 False Alarms	$250/each
	10+ False Alarm	$500/each
West Palm Beach	New Registration	$25
	1-2 False Alarms	no fee
	3-4 False Alarms	$75/each
	5+ False Alarms	$100/each

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject: City Council approval to appropriate $3,000.00 from the Law Enforcement Trust Fund for the Police Department's implementation and deployment of Smartwater technology.

Recommendation/Motion: Staff recommends that the City Council approve the appropriation of $3,000.00 from the Law Enforcement Trust Fund for the implementation and deployment of Smartwater technology.

Originating Dept.	Police	**Costs:**	$3,000.00
User Dept.	Police	**Funding Source:**	Law Enforcement Trust Fund Account No. 150-00-358201.
Advertised:	No	**Budget Account Number:**	Account No. 150-00-358201 to Account No. 150-0817-521-0-4801.
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
As part of the Police Department's ongoing endeavors to best serve the residents and business owners of the City of Riviera Beach, the Police Chief seeks funding in the amount of $3,000.00 from the Law Enforcement Trust Fund to implement and deploy state-of-the-art technology, Smartwater.

More specifically, Smartwater technology is patented Forensic Coding Theft Deterrent Technology that enhances Law Enforcement's ability to identify and apprehend criminals.

The City's Risk Manager and other Department Directors have requested access to this technology in an effort to strengthen the loss prevention efforts and to protect City assets. This item seeks to make Smartwater technology available to all City departments. Smartwater can be applied to City equipment such as computers, printers, lawn mowers, furniture, etc. Once applied, Smartwater

becomes a Law Enforcement tool that will aid in the identification and recovery of City property.

Smartwater will play an important role in our initiatives to continue improving overall quality of life in our City. Smartwater products are forensically encoded liquids that residents and businesses can apply to their property which is specific to that particular residence or business.

The expenditure of Law Enforcement Trust Fund dollars is permissible for this effort and consistent with State and Federal Laws. This project can be funded using Law Enforcement Trust Fund dollars. These funds may be expended upon the request by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of Florida Statute 932.7055.

The Florida State Statute provides that Law Enforcement Trust Funds shall be used for..."crime prevention, safe neighborhoods...prevention programs or for Law Enforcement purposes, which include defraying the cost of protracted or complex investigations, (and) providing additional equipment. The proceeds and interest may not be used to meet normal operating expenses of the Law Enforcement Agency".

This item serves as written certification that this request complies with Florida State Statute 932.7055.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	
External Revenues	$3,000.00
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: Account No. 150-00-358201 to Account No. 150-0817-521-0-4801.

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

Law Enforcement Trust Fund Account No. 150-00-358201.

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_Implementation_and_Deployment_for_Smartwater_Technology_$3000_from_LETF__8-20-13.doc	Resolution: Smartwater Technology

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE $3,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR THE IMPLEMENTATION AND DEPLOYMENT OF SMARTWATER TECHNOLOGY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Police Department, as part of its ongoing endeavors to serve the residents and business owners of the City of Riviera Beach, recognizes the need for Crime Prevention Programs; and

WHEREAS, The Police Chief seeks to implement and support Law Enforcement efforts designed to prevent crime and disrupt potential criminal activity; and

WHEREAS, The Police Department seeks funding to strengthen the City's loss prevention efforts by making Smartwater available for use on City owned assets.

WHEREAS, This request is consistent with the provisions of Florida State Statute §932.7055.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: The City Council approves the expenditure in the amount of $3,000.00 for the implementation and deployment of Smartwater Technology from the Law Enforcement Trust Fund.

SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund Account No. 150-00-358201 in the amount of $3,000.00.

SECTION 3: This Resolution shall take effect immediately upon its approval.

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, ESQ., B.C.S., CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject: Creating and eliminating positions for the 2013 - 2014 Fiscal Year Budget.

Recommendation/Motion: Recommend that City Council approve the resolution to add and delete positions to the Job Classification Lists.

Originating Dept.	Human Resources Department	**Costs:**	N/A
User Dept.	Human Resoureces	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	Various departmental budgets in the salary line item for 2013 - 2014
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Each year when the subsequent year budget is created, new and deleted positions in the budget must be approved by City Council to include or delete from the Job Classification Lists. Attached is an ordinance creating the new and deleted positions.

Also attached are Draft Only job descriptions for the newly created positions of: Youth Empowerment Program Center Director, Internal Auditor, Data Base Administrator, Treasury Manager, Office Manager, Program Manager, Paralegal, Legal Staff Assistant and Youth Worker. In addition, attached is the Job Classification Lists with the newly created and deleted positions.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years N/A

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: Various departmental budgets in the salary line item for 2013 - 2014

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

N/A

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-Classified_Posiiton_of_Part-time_Position-8-23-13_(4).doc	Resolution - personnel changes
new_jobs.pdf	2014 new job descriptions
Copy_of_General_Employees_Salary_Schedule_2013_BUDGET_CHANGE.xls	general employees revised job classification list
Copy_of_Administrative_Salary_Schedule_2013_AGENDA.xls	adm. job classification list revised

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LISTS BY CREATING AND DELETING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS, PURSUANT TO THE 2013 – 2014 FISCAL BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the creation of part-time classified and unclassified positions and deletion of unclassified and classified positions; and

WHEREAS, the below positions will be approved in the 2013 – 2014 Fiscal Year Budget; and

WHEREAS*,* these positions will be added or deleted from the Job Classification List as indicated below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

SECTION 1. That the following unclassified positions be created and added to the Administrative Job Classification List:

JOB CLASSIFICATION LIST	POSITION	RANGE	RANGE
Administrative	Youth Empowerment Program Ctr. Director	19	$51,975 - $77,963
	Internal Auditor	22	$62,569 - $93,853
	Data Base Administrator	19	$51,975 - $77,963
	Treasury Manager	21	$59,038 - $88,557
	Office Manager	19	$51,975 - $77,963
	Program Manager	19	$51,975 - $77,963

SECTION 2. That the following classified positions be created and added to the General Job Classification List.

JOB CLASSIFICATION LIST	POSITION	RANGE	RANGE
General	Paralegal	15	$42,683 - $66,159
	Legal Staff Assistant	13	$39,260 - $60,853

SECTION 3. That the following unclassified part-time position be added to the Job Classification List.

JOB CLASSIFICATION LIST	POSITION	RANGE	RANGE
Part-time	Youth Worker	P/T	$14.50/hr.

SECTION 4. That the following unclassified and part- time positions be deleted from the Administrative and General Employees Job Classification List.

JOB CLASSIFICATION LIST	POSITION	RANGE	RANGE
Administrative	Facilities Manager	21	$59,038 - $88,557
	Drug Court Coordinator	18	$47,353 - $73,398
General Employees	Paralegal/ Administrative Assistant	13	$39,260 - $60,853
Part-time	Legal Staff Asst.	---	$16.41/hr.

SECTION 5. That this Resolution shall take effect October 1, 2013.

PASSED AND APPROVED this _____ day of _____ 2013.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

MUNICIPAL SEAL

ATTEST:

_____
CARRIE E. WARD, MMC/AAE
CITY CLERK

_____
CEDRICK A. THOMAS
CHAIRPERSON

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
BRUCE A. GUYTON
COUNCILPERSON

_____
JUDY L. DAVIS
COUNCILPERSON

_____
TERENCE DAVIS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

MOTIONED BY _____

SECONDED BY_____

_____
PAMALA H. RYAN

CITY ATTORNEY

DATE:_____

C. THOMAS _____
D. PARDO _____
B. GUYTON _____
J. DAVIS _____
T. DAVIS _____

THE CITY OF RIVIERA BEACH

JOB CODE#: 5075	**JOB TITLE:** YOUTH EMPOWERMENT CTR. DIRECTOR	
EEO CLASS: 01 OFFICIAL/ADMINISTRATOR	**SUPERVISED BY:** DEPUTY CITY MANAGER	
PAY GRADE: 19	**DEPARTMENT:** CITY MANAGER	**DIVISION:** YOUTH EMPOWERMENT
STATUS: NON EXEMPT	**LOCATION:**	
DEPT. APPROVAL:	**HR APPROVAL:**	**CITY MGR. APPROVAL:**
Date:	**Date:**	**Date:**

DRAFT ONLY

Job Summary: This is an administrative position supervising, organizing and coordinating a variety of programs designed to encourage students continued attendance at middle and high school thereby reducing their participation in violent crime.

Supervision Received/Exercised

Work is performed under the general supervision of the Deputy City Manager.

Essential Duties and Responsibilities

1. Assists the Youth Council in the development and administration of Youth Empowerment Program funding, activities, and community engagement.
2. Prepares grant applications, including budgets.
3. Develops progress reports, program budgets and ensure grant compliance.
4. Coordinates and communications with the Criminal Justice Commission of Palm Beach County and other governmental offices.
5. Oversees the implementation of the Youth Empowerment Program strategies as outlined in the Youth Violence Prevention Project Scope of Work.
6. Develops grants and other funding and agency partnership agreements to enhance the development and sustainment of the Youth Violence Prevention Project Initiative.
7. Represents the Youth Empowerment Program at various governmental, community, and civic initiative on matters of a general public relations nature.
8. Develops a Youth Empowerment Program marketing campaign that promotes the Youth Empowerment Program and markets violence prevention and partnerships.
9. Ensures safety precautions are followed, and if necessary, administers first aid.
10. Maintains oral and written accounts covering activities with the Youth Violence Prevention Project Scope of Work.
11. Recommends, purchases, as to quality and quantity of equipment and supplies and monitors issuance to participants.
12. Understands the profile of the targeted community including resources, community assets and key stakeholders.

Additional Duties and Responsibilities

Perform all other related duties as assigned. The duties listed above are intended only as illustrations of the various types of work that maybe performed. The omission of specific statements of duties does not exclude them for the position, if the work is similar, related or a logical assignment to the position.

Necessary Skills, Knowledge and Abilities

- Working knowledge of governmental administration, (including budgeting and grant writing) organization, and related procedures.
- Ability to follow oral and written instructions, priorities works, follow established procedures and work effectively with others.
- Ability to communicate effectively both orally and in writing.

- Ability to collect, organize, and evaluate data.
- Ability to prepare minutes, notices reports, arranging meetings, obtain and disseminate information.
- Ability to work independently and self-motivate.
- Ability to work a flexible schedule.

Special Requirements

Mandatory pre-employment physical and drug tests. Florida Drivers License required.
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

Graduation from accredited college or university with major coursework in criminal justice, sociology, business administration or related field. Two (2) years experience coordinating and implementing grassroots projects, community organizing and program/grant administration.

Selection Guidelines

Evaluation of education and experience; other related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, copier, scanner and fax machine.

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 sit, stand, walk, and use repetitive motions of the wrists, hands and/or fingers, to handle, feel or operate objects, tools, or controls. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl, and talk or hear.

The employee must frequently lift and/or move up to 10 pounds, raising objects from lower to higher positions, moving objects from lower to higher 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in a standard office environment with a noise level of standard business office equipment running.

Signature/Approval

Employee **Date**

Department Director **Date**

THE CITY OF RIVIERA BEACH

DRAFT ONLY

JOB CODE#: 3080	**JOB TITLE:** INTERNAL AUDITOR	
EEO CLASS: 1-OFFICIAL/ADMINISTRATOR	**SUPERVISED BY:** DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES	
PAY GRADE: 22	**DEPARTMENT:** FINANCE	**DIVISION:**
STATUS: EXEMPT	**LOCATION:** FINANCE	
DEPT. APPROVAL:	**HR APPROVAL:**	**CITY MGR. APPROVAL:**
Date:	**Date:**	**Date:**

Job Summary

Performs all phases of internal audits from planning through report writing and issuance in compliance with Generally Accepted Government Auditing Standards, while maintaining an independent and objective attitude in performing the work. Oversees and manages contract compliance.

Supervision Received/Exercised

Work is performed under the general supervision of the Director of Finance and Administrative Services

Essential Duties and Responsibilities

1. Audits of records, reports, operations, and activities related to the various functions and duties of the City government, departments and programs.
2. Oversees and manages contract compliance.
3. Reviews and becomes familiar with City Ordinances, Resolutions, Policies, Procedures and Contracts for effective controls.
4. Reviews and evaluates new State and Federal legislation for affects on
5. City operations.
6. Prepares recommendations on policies and procedures to improve internal controls.
7. Assists with annual risk assessments to reflect updated analysis and input from department heads and city leadership.
8. Responds to and researches inquires for information

Additional Duties and Responsibilities

Performs all other related duties as assigned.
The duties listed above are intended only as illustrations of the various types of work that maybe 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. Additional Duties and Responsibilities

THE CITY OF RIVIERA BEACH

Necessary Skills, Knowledge and Abilities

- Possesses a strong ethical core and a desire to help improve City operations with a highly professional approach to problem solving.
- Thorough knowledge of all federal, state, and local laws, ordinances, rules, regulations, and guidelines pertaining to governmental auditing and accounting practices and procedures.
- Thorough knowledge of accounting and auditing methods, practices and procedures.
- Thorough knowledge of research and analysis methods, practices and procedures.
- Thorough knowledge of contract and business administration practices.
- Thorough knowledge of information technology auditing principles, security risks, COBIT, ISO standards and methods for managing IT risks.
- Thorough knowledge of research and analytical methods with ability to utilize database software and analytical techniques.
- Thorough knowledge of mediation and consensus development methods, practices and procedures.
-

Special Requirements

Mandatory pre-employment physical and drug tests. Florida Drivers License required.
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

Bachelor's degree from an accredited college or university with a major in accounting finance, or related field with five (5) years of progressively responsible auditing experience, or any equivalent combination of training and experience required. Should have experience using ACL, IDEA or other Analytical software. Must be a Certified Internal Auditor or Certified Public Accountant, or ability to obtain within twelve (12) months from date of employment and must currently possess and maintain active licensure and certification. Must also maintain active membership in the American Institute of Certified Public Accountants or the Institute of Internal Auditors.

Selection Guidelines

Evaluation of education and experience; oral interview; other job related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, copier, scanner and fax machine.

THE CITY OF RIVIERA BEACH

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 sit, stand, walk, and use repetitive motions of the wrists, hands and/or fingers, to handle, feel or operate objects, tools, or controls. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl, and talk or hear.

The employee must frequently lift and/or move up to 10 pounds, raising objects from lower to higher positions, moving objects from lower to higher 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally is exposed to risk of electrical shock. The noise level in the work environment is usually moderate; a standard business office with equipment running.

Signature/Approval

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Employee **Date**

_____

Department Director **Date**

THE CITY OF RIVIERA BEACH

JOB CODE#: 3075	**JOB TITLE:** DATABASE ADMINISTRATOR	
EEO CLASS: 1-OFFICIAL/ADMINISTATOR	**SUPERVISED BY:** DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICE	
PAY GRADE: 19	**DEPARTMENT:** FINANCE	**DIVISION:** INFORMATION TECHNOLOGY
STATUS: EXEMPT	**LOCATION:** FINANCE	
DEPT. APPROVAL:	**HR APPROVAL:**	**CITY MGR. APPROVAL:**
Date:	**Date:**	**Date:**

DRAFT ONLY

Job Summary

The Database Administrator (DBA) creates, implements, configures, and troubleshoots database instances, replication, backup, partitions, storage, and access. The DBA is responsible for monitoring and optimizing system performance using index tuning, disk optimization, and other methods. The DBA is the person responsible for setting user privileges within the database environment and has a demonstrated knowledge of the leading database software packages and utilities, a proven familiarity with programming concepts.

Supervision Received/Exercised

Work is performed under the general supervision of the Director of Finance and Administrative Services.

Essential Duties and Responsibilities

1. Works as part of a project team to coordinate database development and determine project scope and limitations.
2. Develops methods for integrating different products so they work properly together, such as customizing commercial databases to fit specific needs.
3. Modifies existing databases and database management systems or direct programmers and analysts to make changes.
4. Develops standards and guidelines to guide the use and acquisition of database software and to protect vulnerable information.
5. Plans, coordinates and implements security measures to safeguard information in computer files against accidental or unauthorized damage, modification or disclosure.
6. Approves, schedules, plans, and supervises the installation and testing of new products and improvements to computer systems, such as the installation of new databases.
7. Specifies users and user access levels for each segment of database.
8. Attends various meetings as required.
9. Analyzes information and evaluates results to choose the best solution and solve problems.
10. Develops specific goals and plans to prioritize, organize, and accomplish your work.
11. Uses computers and computer systems to program, write software, set up functions, enter data, or process information including compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.
12. Provides guidance and expert advice to management or other groups on technical, systems, or process-related topics.
13. Develops, designs, or creates new applications, ideas, relationships, systems, or products,

including artistic contributions.
14. Identifies the underlying principles, reasons, or facts of information by breaking down information or data into separate parts.
15. Keeps up-to-date technically and applying new knowledge to your job.
16. Performs day-to-day administrative tasks such as maintaining information files and processing paperwork.
17. Develops constructive and cooperative working relationships with others, and maintaining them over time.
18. Identifies the educational needs of others, developing formal education or training programs or classes, and teaching or instructing others.

Additional Duties and Responsibilities

Performs all other related duties as assigned.
The duties listed above are intended only as illustrations of the various types of work that maybe 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

- Ability to understand the implications of new information for both current and future problem-solving and decision-making.
- Ability to determine causes of operation errors and how to correct them.
- Ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Ability to give full attention to what other people are saying, taking time to understand the points being made, and asking questions as appropriate.
- Ability to identify complex problems and reviewing information to develop and evaluate options and implement solutions.
- Ability to analyze the needs and product requirements to create a design.
- Ability to determine how a system would work and how changes in conditions, operations, and the environment will affect outcomes.
- Ability to identify measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.
- Ability to consider the relative costs and benefits of potential actions to choose the most appropriate one. Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.
- Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

Special Requirements

Mandatory pre-employment physical and drug tests. Florida Drivers License required.
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

Certification in Database Administration or ability to obtain certification within a year from date of hire.

THE CITY OF RIVIERA BEACH

Bachelor's Degree in Business Administration, computer science or management information or systems or related field with three (3) years information technology experience.

Selection Guidelines

Evaluation of education, training and experience; oral interview; other job related assessments may be required.

Tools and Equipment Used

Motor vehicle, various computer hardware and software, printer, calculator, telephone, copier, scanner, fax machine, Smartphone and iPad.

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

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Employee **Date**

_____

Department Director **Date**

THE CITY OF RIVIERA BEACH

DRAFT ONLY

JOB CODE#: 3083	**JOB TITLE:** TREASURY MANAGER	
EEO CLASS: 1-OFFICIAL/ADMINISTRATORS	**SUPERVISED BY:** DIRECTOR OF FINANCE AND ADMINISTRATIVE SER	
PAY GRADE: 21	**DEPARTMENT:** FINANCE	**DIVISION:** ADMINISTRATION
STATUS: EXEMPT	**LOCATION:** FINANCE	
DEPT. APPROVAL:	**HR APPROVAL:**	**CITY MGR. APPROVAL:**
Date:	**Date:**	**Date:**

Job Summary

Under the general direction of the Director of Finance and Administrative Services, provides professional treasury management by ensuring timely receipt of funds. Establishes and administers related banking, investing and cashiering functions. Administers the City's debt and ensures compliance with debt covenants. Work is reviewed through conferences and written reports for adherence to established policies and work objectives

Supervision Received/Exercised

Work is performed under the general supervision of The Director of Finance and Administrative Services.

Essential Duties and Responsibilities

1. Prepares routine cash forecasts for use in making on-going investment decisions.
2. Manages the City's investment portfolio in accordance with the City's formal written investment policy.
3. Monitors financial markets, solicits investment offers from an approved list of broker/dealers and makes investment decisions consistent with the requirements of the City's investment policy.
4. Maintains the City's banking relationships. Is responsible for overseeing the competitive proposal process for selecting the City's main banking relationship. Ensures the appropriate banking services are acquired and provided to the City, and monitors the monthly cost of service. Administers the City's merchant services agreement for credit card services.
5. Manages the City's non-ad valorem assessment programs, ensuring the timely annual approval of the enacting resolutions, and compliance with all statutory requirements and deadlines. Reviews the assessment rolls for discrepancies and errors, and follows up with the County as needed. Works with consultants as needed to update underlying cost allocation methodologies.
6. Administers the City's debt and ensures compliance with debt covenants. Invests debt proceeds in accordance with debt covenants, and ensures debt service is paid timely. Responsible for ensuring all arbitrage calculations are done timely.
7. Oversees accounting activities for investment activity, the recordation of various revenues, various bank reconciliations and adjustments, debt issuances and debt payments, and assists with the City's year-end close and external audit regarding Treasury activities. Assists with preparation of the sections of the City's annual report related to treasury management activities.
8. Oversees payment processing at the municipal complex City Hall, including the daily mail, walk-in customers, the night drop box, and electronic payment and transmissions. Ensures the receipts are timely deposited daily, and oversees the armored courier contract. Ensures the security of cash and institutes proper internal controls over the handling of cash.
9. Oversees the billing and collection activities of the City's local business tax program, and of the emergency alarm program.

10. Oversees the billing and collection activities for various types of property maintenance liens, and the preparation of lien searches for closing agents, title companies and the public. Oversees the collection of Code Enforcement fines and liens.
11. Works with outside revenue compliance auditors to review payments to the City for various amounts owed to ensure the sufficiency of the payment in relation to contractual or legal requirements.
12. Monitors the City's revenue-producing contracts and other miscellaneous receivables, follows up on collecting past due payments, and reconciles the miscellaneous receivables system to the general ledger.
13. Analyzes revenues throughout the year, including ad valorem taxes, and develops monthly projections to guide financial planning.
14. Advises and assists various City departments regarding cash handling matters.
15. Prepares required financial reports regarding lien settlements, investments and past due revenue-producing contracts.
16. Oversees all other related cash management activities.
17. Attends various meetings as required.

Additional Duties and Responsibilities

Performs all other related duties as assigned. The duties listed above are intended only as illustrations of the various types of work that maybe 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

- Knowledge of methods and principles of municipal financial management.
- Knowledge of the procedures of governmental accounting and financial reporting including governmental fund types, proprietary fund types, fiduciary fund types and account groups.
- Knowledge of modern office practices, procedures, computerized accounting systems, equipment and techniques applied to governmental accounting systems.
- Knowledge of statutes, ordinances, regulations, policies and procedures for the receipt, custody and expenditure of governmental funds.
- Knowledge and skills to maintain the application of complex sets of fiscal and accounting records, reports and financial statements.
- Ability to direct the preparation of complex financial and statistical reports.
- Ability to direct independent audits of complex sets of municipal accounting records.
- Ability to direct and supervise the work of professional and clerical accounting personnel.
- Ability to establish and maintain effective working relationships with Department, Division Heads, Office Managers, other employees and the public.

THE CITY OF RIVIERA BEACH

Special Requirements

Mandatory pre-employment physical and drug tests. Florida Drivers License required.
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

Bachelor's Degree with a major in Finance, Accounting, Public Administration or closely related field; supplemented by five (5) years of progressively responsible investment, cash management, or closely related experience. Preference will be given to the incumbents who hold a Master's d Degree or a relevant certification (CGFO, CPFO, CPT or a CPA).

Selection Guidelines

Evaluation of education and experience; oral interview; other job related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, smartphone, copier, scanner, IPad 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.

THE CITY OF RIVIERA BEACH

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**

Department Director **Date**

THE CITY OF RIVIERA BEACH

JOB CODE#: 0011	**JOB TITLE:** OFFICE MANAGER	
EEO CLASS: 1- OFFICIALS/ADMINISTRATORS	**SUPERVISED BY:** DIRECTOR OF COMMUNITY DEVELOPMENT	
PAY GRADE: 19	**DEPARTMENT:** COMMUNITY DEVELOPMENT	**DIVISION:** ADMINISTRATION
STATUS: EXEMPT	**LOCATION:** COMMUNITY DEVELOPMENT	
DEPT. APPROVAL:	**HR APPROVAL:**	**MGR. APPROVAL:**
Date:	**Date:**	**Date:**

DRAFT ONLY

Job Summary:

This position is under limited direction which provides highly responsible and complex administrative support to the Community Development Director, Building, Planning & Zoning, DRI Consultants and assures flow of work in the office including supervising support staff. In addition, assists with the processing of CRA workload.

Supervision Received/Exercised

Work is performed under the general supervision of the Director of Community Development.

Essential Duties and Responsibilities

1. Assists Director of Community Development, Building Official, Building Staff, Planning & Zoning Administrator, Planning & Zoning Staff with work assignments. Also assists with supervision of temporary employees.
2. Follows up with each division within Community Development Department concerning City Council Agenda items.
3. Interacts with City departments and outside entities.
4. Reviews incoming mail and receives incoming phone calls for the Community Development Department.
5. Composes and types general correspondence.
6. Prepares and distributes correspondence and miscellaneous documents for Community Development Department staff.
7. Establishes and/or maintains a comprehensive filing system, including correspondence, and file indexes.
8. Maintains the Director of Community Development calendar. Makes travel arrangements for conferences and seminars for all divisions within the Community Development Department.
9. Prepares Payroll and fiscal year Budget for all divisions within the Community Development Department.
10. Oversees payment of bills, orders office supplies, furniture, books, etc. for the Community Development Department employees.

THE CITY OF RIVIERA BEACH

Additional Duties and Responsibilities

Performs all other related duties as assigned.
The duties listed above are intended only as illustrations of the various types of work that maybe 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

- Knowledge of computerized systems and programs.
- Knowledge of general office procedures, practices, and filing systems.
- Knowledge of basic mathematic operations and English grammar and spelling.
- Knowledge of governmental policies and regulations.
- Ability to communicate effectively, both orally and in writing.
- Ability to maintain department records, prepare records.
- Ability to interact effectively with elected officials, supervisors, co-workers and the general public.
- Ability to exercise good judgment under minimal supervision.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

Special Requirements

Mandatory pre-employment physical and drug tests. Florida Drivers License required.
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 diploma or GED, supplemented with advanced clerical support coursework and a minimum of five (5) years progressively responsible administrative clerical support experience, or any equivalent combination of training and experience.

Selection Guidelines

Evaluation of education and experience; oral interview; other job related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, copier, scanner and fax machine.

THE CITY OF RIVIERA BEACH

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 sit, stand, walk, and use repetitive motions of the wrists, hands and/or fingers, to handle, feel or operate objects, tools, or controls. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl, and talk or hear.

The employee must frequently lift and/or move up to 10 pounds, raising objects from lower to higher positions, moving objects from lower to higher 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally is exposed to risk of electrical shock. The noise level in the work environment is usually moderate; a standard business office with equipment running.

Signature/Approval

Employee **Date**

Department Director **Date**

THE CITY OF RIVIERA BEACH

DRAFT ONLY

JOB CODE#: 1050	**JOB TITLE:** PROGRAM MANAGER	
EEO CLASS: 1 OFFICER/ADMINISTRATOR	**SUPERVISED BY:** DEPUTY CITY MANAGER	
PAY GRADE: 19	**DEPARTMENT:** EXECUTIVE	**DIVISION:** DRUG COURT
STATUS: ADMINISTRATIVE	**LOCATION:**	
DEPT. APPROVAL:	**HR. APPROVAL:**	**CITY MGR. APPROVAL:**
Date:	**Date:**	**Date:**

Job Summary

This is an administrative position within the organization to manage drug court programs. The position is responsible for case management; developing, implementing and managing drug court programs; program budget development; developing grant proposals; supervising staff, including, selecting or recommending selection, training, assigning and evaluating work, counseling, disciplining, recommending termination; prepares periodic employee performance evaluations; policy and procedure implementation; and performing related administrative functions.

Supervision Received/Exercised

The position works under the supervision of the Deputy City Manager of the City of Riviera Beach, Chief Judge and Drug Court Judge of the 15th Judicial Circuit.

Essential Duties and Responsibilities

1. Oversees all facets of department operation and provide direct supervision of clinical staff including, but not limited to, recommendations for hiring, terminating, and disciplining of department employees.
2. Manages departmental day-today- operations.
3. Develops, implements program and policies and procedures.
4. Researches and develops funding opportunities for drug court programs; coordinates and manages court-related grants and funding issues.
5. Directs and coordinates provision of service to ensure that the clients receive quality service in a timely and professional manner.
6. Develops and maintains working relationships with drug court team members and their agency leaders.
7. Manages the Drug Court Tracking System and reviews system data for accuracy; performs data entry to facilitate reporting and evaluation of drug court program.
8. Attends necessary Drug Court Proceedings for progress reports and other liaison services.
9. Attends meetings and support local anti-drug communities.
10. Monitors and oversees all other programs implemented under the Civil Drug Court, i.e. (Family Restart).

THE CITY OF RIVIERA BEACH

Additional Duties and Responsibilities

1. Writes grants for Drug Court Funding and manages grant contracts.
2. Prepares and monitors Drug Court Program Budget.
3. Develops and maintains appropriate hardware and software for client tracking and statistical analysis.
4. Manages all fiscal budgetary duties (i.e. budget amendments, modifications and related financial matters).
5. Presents status reports to all appropriate agencies as required by contracts.
6. Cultivates and maintain working relationships with state and county agencies (i.e. 15th Judicial Circuit, County Commissioners, State Attorney's office, and local substance abuse agencies).
7. Monitors orders and directives from the court as they relate to drug court.
8. Provides substance abuse services upon referrals made by judges and other circuit agencies (i.e. drug testing, evaluations, substance abuse services).
9. Liaisons with various agencies, organizations and committees in order to maintain stable and consistent operations of the drug court program.
10. Prepare news releases and make public appearances to community organizations to bring about program awareness.
11. Monitor and oversee all other programs implemented under the Drug Court.

Necessary Skills, Knowledge and Abilities

- Knowledge of laws, rules and standards associated with the Florida Statues.
- Knowledge of licensing procedures conducted by state licensing agent for outpatient during treatment program.
- Ability to develop strategic and tactical plans.
- Ability to produce quality work under pressure.
- Ability to conduct meetings and make formal presentations.
- Ability to deal tactfully with individuals and groups.
- Ability to exercise discretion and confidentiality.

Special Requirements

Mandatory pre-employment physical and drug tests. Florida Drivers License required. The City of Riviera Beach maintains a drug free workplace policy and program, as established under the guidelines of the Federal Drug Workplace Act of 1988 and Section 440.102, Florida Statues.

Minimum Education, Certification, and Experience Requirements

Bachelor's degree in public or business administration, social work, criminal justice, judicial administration, or a closely related social science field.

THE CITY OF RIVIERA BEACH

Selection Guidelines

Evaluation of education and experience; oral interview; other job related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, copier, scanner and fax machine.

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, climb, balance, stoop, kneel, crouch, crawl, and talk or hear.

The employee must frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 45 pounds and occasionally more than 45 pounds, raising objects form lower to higher positions, and moving objects from lower to higher 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment usually is moderate; a standard business office with equipment running.

Signature/Approval

Employee **Date**

Department Director

Date

THE CITY OF RIVIERA BEACH

DRAFT ONLY

JOB CODE#: 0015	**JOB TITLE:** PARALEGAL	
EEO CLASS: 6 – ADMINISTATIVE SUPPORT	**SUPERVISED BY:** CITY ATTORNEY/ASSISTANT CITY ATTORNEY	
PAY GRADE: 15	**DEPARTMENT:** CITY ATTORNEY	**DIVISION:**
STATUS: NON EXEMPT	**LOCATION:** CITY ATTORNEY	
DEPT. APPROVAL:	**HR APPROVAL:**	**CITY MGR. APPROVAL:**
Date:	**Date:**	**Date:**

Job Summary

This is a highly advanced and responsible administrative position involving work performed for the City Attorney's Office. Work involves performing difficult technical legal tasks, and administrative office management duties. Work also includes considerable public contact in giving information and receiving complaints. The employee must exercise independent judgment and initiative in competing assignments and in completing assignments and in resolving office operational problems.

Supervision Received/Exercised

Work is performed under the general supervision of the City Attorney and Assistant City Attorney.

Essential Duties and Responsibilities

1. Maintains litigation files.
2. Works closely with attorneys (internal/external) discovery responses.
3. Handle all new incoming litigation and claims, draft correspondence, complete contact list information and summary sheets, calendar due dates, and contact departments for specific information/documentation pertaining to the case or claim when necessary.
4. Drafts and prepares ordinances and resolutions under specific guidelines, simple and complex legal forms, agreements and documents.
5. Drafts and prepares ordinances and resolutions under specific guidelines, simple and complex legal forms, agreements and documents.
6. Prepares and maintains standardized forms and form books for use in conjunctions with City Attorney's Office word processing equipment.
7. Provides technical information and is responsible for departmental computerization and maintenance of accurate records and accountants. .
8. Supplements and maintains the law library.
9. Performs legal research, analysis and writing memoranda for attorneys as to statues and cases relating to specific projects or issues.
10. Prepares discovery items for trails, summaries and indexes for trails.
11. Administers docket control system.
12. Responds to internal and external customers on direct inquires where needed.
13. Prepares and maintains negotiation notebooks and files. Prepares, assembles and maintains reports, statistics and legal tracking logs as required, including, but not limited to annual litigation status reports to auditors, quarterly reports to City Council, and performance

measures/annual accomplishments for budgetary purposes.
14. Fosters positive employee relations and employee morale on a City-wide basis.
15. Maintains legal calendars, legal deadlines, meetings, hearings, depositions, etc.

Additional Duties and Responsibilities

Performs all other related duties as assigned.
The duties listed above are intended only as illustrations of the various types of work that maybe 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

- Knowledge of basic legal forms and documents.
- Knowledge of Florida court systems and the Florida Rules of Civil Procedure.
- Knowledge of business English, spelling, punctuation, law office practice, procedures, and equipment.
- Knowledge of legal terminology and the ability to apply this knowledge to daily work.
- Ability to deal effectively and courteously with the public and staff members.
- Ability to manage and prioritize routine, specialized and complex assignments and problems utilizing knowledge acquired through prior education, training and experience.
- Ability to communicate effectively in oral and written form.
- Ability to adapt to an evolving and continually improving environment.
- Skilled with the personal computer, using MS-Word, email software and other office equipment

Special Requirements

Mandatory pre-employment physical and drug tests. Florida Drivers License required.
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

Graduated from an accredited college, university or private institution with an Associate's Degree in Legal Assistant or successful completion of the Certified Legal Assistant (CLA) certifying examination of the National Association of Legal Assistants or equivalent certification.

Have at least three (3) years working in a law firm or legal department. Additional qualifying experience may be substituted on a year-for-year basis for the required college education or certification.

THE CITY OF RIVIERA BEACH

Selection Guidelines

Evaluation of education and experience; oral interview; other job related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, copier, scanner and fax machine.

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 sit, stand, walk, and use repetitive motions of the wrists, hands and/or fingers, to handle, feel or operate objects, tools, or controls. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl, and talk or hear.

The employee must frequently lift and/or move up to 10 pounds, raising objects from lower to higher positions, moving objects from lower to higher 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally is exposed to risk of electrical shock. The noise level in the work environment is usually moderate; a standard business office with equipment running.

Signature/Approval

Employee **Date**

Department Director **Date**

THE CITY OF RIVIERA BEACH

JOB CODE#: 0013	**JOB TITLE:** LEGAL STAFF ASSISTANT	
EEO CLASS: 6 – ADMINISTRATIVE SUPPORT	**SUPERVISED BY:** CITY ATTORNEY/ASSISTANT CITY ATTORNEY	
PAY GRADE: 13	**DEPARTMENT:** CITY ATTORNEY	**DIVISION:** ADMINISTRATION
STATUS: NON-EXEMPT	**LOCATION:**	
DEPT. APPROVAL:	**HR APPROVAL:**	**CITY MGR. APPROVAL:**
Date:	**Date:**	**Date:**

DRAFT ONLY

Job Summary

This is a highly advanced and responsible administrative position performing responsible stenographic and clerical work requiring specialized knowledge of legal terminology, policies, procedures, and court functions. Employee must use discretion in decision making and policy interpretation.

Supervision Received/Exercised

Work is performed under the general supervision of the City Attorney and Assistant City Attorney

Essential Duties and Responsibilities

1. Reviews incoming mail; refers important correspondence to superior or appropriate staff member; maintains specially assigned correspondence and independently prepares appropriate replies.
2. Prepares the fiscal budget for the department and any other financial reports as required by the City's Finance Department.
3. Gathers source materials through legal and administrative research and assists superior in drafting, proofreading, and signing letters, confidential and work product papers, and other legal documentation. Drafts letters and memorandums and resolutions as directed.
4. Prepares agenda for office, board, or council meeting when necessary; handles mechanics of planning major meetings, attends meetings, takes minutes, and follows through on the matters requiring correspondence.
5. Receives and handles telephone calls and visitors; gives out information regarding City matters, when requested; refers calls or visitors to appropriate staff members.
6. Files office correspondence and records, determining proper distribution and disposition of notices, memoranda, directives, and related materials.
7. Collects information and compiles reports on activities as required by superior.
8. Maintains calendars for attorneys.

THE CITY OF RIVIERA BEACH

Additional Duties and Responsibilities

Performs all other related duties as assigned.
The duties listed above are intended only as illustrations of the various types of work that maybe 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

- Considerable knowledge of the rules, regulations, procedures and functions of the City Attorney's Office, and the organizational structure of city government.
- Knowledge of applicable laws, ordinance, and general regulatory codes.
- Thorough knowledge of legal secretarial procedures and practices as required by assignment.
- Thorough knowledge of grammar, spelling, and punctuation.
- Ability to deal with people in a tactful and effective manner and to use judgment and discretion in disseminating information.
- Ability to perform assignments on the basis of general outlines or directions without specific instructions as to details and to perform continuing assignments independently.
- Skilled with the personal computer, using MS-Word, email software and other office equipment.
- Ability to establish and maintain effective working relationships with the public and other employees.
- Ability to communicate effectively, both orally and in writing.
- Ability to handle dictation.

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

Graduation from an accredited two (2) year institution or higher is preferred; and two (2) years of experience in legal secretarial or clerical work is preferred; or any equivalent combination of training or experience.

THE CITY OF RIVIERA BEACH

Selection Guidelines

Evaluation of education and experience; oral interview; other job related assessments may be required.

Tools and Equipment Used

Computer, calculator, copy machine, scanner, tape recorder, fax machine, printer, telephone, and dictaphone.

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 sit, stand, walk, talk and hear, 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 balance, stoop, kneel, crouch, and crawl.

The employee may occasionally lift and/or move weight (12-25 pounds), and occasionally lift and/or move weight (12-25 pounds), raising objects from lower to higher positions, moving objects from lower to higher 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in an office and is occasionally exposed to risk of electrical shock.

The noise level in the work environment is usually moderate; a standard business office with equipment running.

Signature/Approval

_____

Employee **Date**

_____

Department Director **Date**

THE CITY OF RIVIERA BEACH

DRAFT ONLY

JOB CODE#: 5080	**JOB TITLE:** YOUTH WORKER	
EEO CLASS: 05 PARAPROFESSIONAL	**SUPERVISED BY:** YOUTH EMPOWERMENT CTR. DIRECTOR	
PAY GRADE: PART-TIME	**DEPARTMENT:** CITY MANAGER	**DIVISION:** YOUTH EMPOWERMENT
STATUS: NON EXEMPT	**LOCATION:**	
DEPT. APPROVAL:	**HR APPROVAL:**	**CITY MGR. APPROVAL:**
Date:	**Date:**	**Date:**

Job Summary: This position promotes personal, political, educational and social development of young people between the ages of 11 and 18 years of age.

Supervision Received/Exercised

Work is performed under the general supervision of the Youth Empowerment Ctr. Director.

Essential Duties and Responsibilities

1. Manages and administers youth and community projects and resources.
2. Assesses the needs of the young people and plan delivery techniques for program i.e. health, fitness, smoking, drugs, etc.
3. Supervises youth programs i.e. Build-a-Computer Program, art, etc.
4. Mentors and counsels individuals to encourage social inclusion
5. Undertakes administrative task, verifying information and responding to queries
6. Networks with the assigned police officer regarding youth issues i.e. homelessness, criminal behavior, etc.
7. Works flexible schedule: (30) hours per weekly Monday-Saturday.

Additional Duties and Responsibilities

Performs all other related duties as assigned. The duties listed above are intended only as illustrations of the various types of work that maybe performed. The omission of specific statements of duties does not exclude them for the position, if the work is similar, related or a logical assignment to the position.

Necessary Skills, Knowledge and Abilities

- Must possess good organizational skills
- Skilled in strong commitment to young people and an understanding of the factors affecting their lives.
- Ability to provide reliable support to young people in times of stress and acts with integrity.
- Ability to work independently but as a part of a team.
- Ability to treat young people with respect, tact and sensitivity, while always being aware of the limits that are required by confidentiality and the necessary boundaries that govern the youth.
- Excellent communication and interpersonal skills, with the ability to establish good relationships with young people; formal communication skills for presentations, managerial reporting.

THE CITY OF RIVIERA BEACH

Special Requirements

Mandatory pre-employment physical and drug tests. Florida Drivers License required.
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 graduate or GED and a minimum of two (2) years experience working in a youth program.

Selection Guidelines

Evaluation of education and experience and other related assessments may be required.

Tools and Equipment Used

Personal computer, printer, calculator, telephone, copier, scanner and fax machine.

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 sit, stand, walk, and use repetitive motions of the wrists, hands and/or fingers, to handle, feel or operate objects, tools, or controls. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl, and talk or hear.

The employee must frequently lift and/or move up to 10 pounds, raising objects from lower to higher positions, moving objects from lower to higher 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in a standard office environment with a noise level of standard business office equipment running.

Signature/Approval

_____

Employee **Date**

_____

Department Director **Date**

CITY OF RIVIERA BEACH, FL
JOB CLASSIFICATION LIST - 10/01/13

GENERAL EMPLOYEES SALARY SCHEDULE

UNCLASSIFIED PART-TIME POSITIONS

Grade	Minimum	Midpoint	Maximum	Job Code and Title
	$8.23			6012 LIBRARY PAGE
	$12.00			SCHOOL CROSSING GUARD
	$9.69			SUMMER CAMP AIDE
				CONCESSION ATTENDANT
	$8.75			CONCESSION SUPERVISOR
	$12.29			SUMMER PROGRAM COORDINATOR
				CONCESSION MANAGER
	$13.12			3067 PROCESS SERVER
	$20.00			3008 DRUG COURT COUNSELOR
	$16.41			~~0009 LEGAL STAFF ASSISTANT~~
	$18.88			6008 RECORDS SPECIALIST
				5080 YOUTH WORKER

CLASSIFIED FULL-TIME POSITIONS

Grade		Minimum	Midpoint	Maximum	Job Code and Title
3	A	22,145.38	28,235.20	34,325.02	
	W	425.87	542.98	660.10	
	H	10.65	13.57	16.50	
	B	851.75	1,085.97	1,320.19	
					0001 OFFICE ASSISTANT
4	A	23,856.87	30,417.78	36,978.70	
	W	458.79	584.96	711.13	
	H	11.47	14.62	17.78	
	B	917.57	1,169.91	1,422.26	
					8001 CUSTODIAN
					8017 DOCK ATTENDANT
					2039 SECURITY GUARD
					3015 CASE WORKER
5	A	25,568.35	32,599.75	39,631.13	
	W	491.70	626.92	762.14	
	H	12.29	15.67	19.05	
	B	983.40	1,253.84	1,524.27	7009 COURIER/PRINTER
					0007 CUSTOMER SERVICE CLERK
					0002 OFFICE ASSISTANT, SENIOR
					5037 PROGRAM AIDE
					5031 POOL GUARD
6	A	27,279.86	34,781.72	42,283.57	
	W	524.61	668.88	813.15	
	H	13.12	16.72	20.33	
	B	1,049.23	1,337.76	1,626.29	5011 LIBRARY ASSISTANT
					5027 LIFEGUARD
					8007 MAINTENANCE WORKER
					5032 RECREATION LEADER
					6039 BILLING & COLLECTION CLERK

CITY OF RIVIERA BEACH, FL
JOB CLASSIFICATION LIST - 10/01/13

GENERAL EMPLOYEES SALARY SCHEDULE

CLASSIFIED FULL-TIME POSITIONS

Grade		Minimum	Midpoint	Maximum	Job Code and Title
11	A	35,837.29	45,692.76	55,548.24	
	W	689.18	878.71	1,068.24	
	H	17.23	21.97	26.71	
	B	1,378.36	1,757.41	2,136.47	5047 CODE ENFORCEMENT OFFICER
					7011 HEAVY EQUIPMENT MECHANIC
					7025 WATER PLANT OPERATOR *
12	A	37,548.78	47,874.56	58,200.32	
	W	722.09	920.66	1,119.24	
	H	18.05	23.02	27.98	
	B	1,444.18	1,841.33	2,238.47	7020 HEAVY EQUIPMENT MECHANIC, SENIOR
					7034 WATER PLANT MECHANIC, SENIOR
13	A	39,260.27	50,056.69	60,853.10	
	W	755.01	962.63	1,170.25	
	H	18.88	24.07	29.26	
	B	1,510.01	1,925.26	2,340.50	2011 ACCOUNTING SPECIALIST
					7003 ELECTRICIAN
					3002 GIS/CADD TECHNICIAN
					6030 INFORMATION SERVICES TECHNICIAN
					~~6018 PARALEGAL/ADMINISTRATIVE ASST.~~
					0013 LEGAL ASSISTANT
14	A	40,971.76	52,239.28	63,506.80	
	W	787.92	1,004.60	1,221.28	
	H	19.70	25.12	30.53	
	B	1,575.84	2,009.20	2,442.57	3032 ENGINEERING TECHNICIAN, SENIOR
					7005 ELECTRICAL/INSTRUMENTATION TECHNICIAN
					0010 EXECUTIVE ASSITANT

* Add 5% to base salary for attainment of Grade B Certification; 10% for Grade A Certification

CITY OF RIVIERA BEACH, FL
JOB CLASSIFICATION LIST - 10/01/13

GENERAL EMPLOYEES SALARY SCHEDULE

CLASSIFIED FULL-TIME POSITIONS

Grade		Minimum	Midpoint	Maximum	Job Code and Title
15	A	42,683.25	54,421.24	66,159.23	
	W	820.83	1,046.56	1,272.29	
	H	20.52	26.16	31.81	
	B	1,641.66	2,093.12	2,544.59	5053 ELECTRICAL/MECHANICAL INSPECTOR
					5054 PLUMBING INSPECTOR
					0015 PARALEGAL
17	A	46,106.24	58,785.17	71,464.10	
	W	886.66	1,130.48	1,374.31	
	H	22.17	28.26	34.36	
	B	1,773.32	2,260.97	2,748.62	
					5059 COMBINATION INSPECTOR
					5060 COMBINATION PLANS EXAMINER
18	A	47,817.73	60,967.13	74,116.53	
	W	919.57	1,172.44	1,425.32	
	H	22.99	29.31	35.63	
	B	1,839.14	2,344.89	2,850.64	
					1017 MULTI-MEDIA SPECIALIST
					6033 I.T. SPECIALIST/WEBMASTER
20	A	51,240.73	65,331.05	79,421.38	
	W	985.40	1,256.37	1,527.33	
	H	24.63	31.41	38.18	
	B	1,970.80	2,512.73	3,054.67	
					6035 SYSTEMS ADMINISTRATOR
					3038 SENIOR PLANNER/GIS SPECIALIST
23	A	56,946.69	63,246.06	88,265.43	
	W	1,095.13	1,216.27	1,697.41	
	H	27.38	30.41	42.44	
	B	2,190.26	2,432.54	3,394.82	
					3014 GIS COORDINATOR

CITY OF RIVIERA BEACH, FL
JOB CLASSIFICATION LIST - 10/01/13

Grade		Minimum	Midpoint	Maximum	Job Code and Title
ADMINISTRATIVE SALARY SCHEDULE					
UNCLASSIFIED POSITIONS					
14	**A**	40,764.94	51,827.59	62,890.23	
	W	783.94	996.68	1,209.43	
	H	19.60	24.92	30.24	
	B	1,567.88	1,993.37	2,418.85	
					0008 LEGISLATIVE ASSISTANT
16	**A**	43,963.66	56,053.63	68,143.59	
	W	845.45	1,077.95	1,310.45	
	H	21.14	26.95	32.76	
	B	1,690.91	2,155.91	2,620.91	
					1016 DEPUTY CITY CLERK
					2025 SUPERINTENDENT, AQUATICS
					0012 LEGISLATIVE AIDE
18	**A**	47,353.48	60,375.84	73,398.19	
	W	910.64	1,161.07	1,411.50	
	H	22.77	29.03	35.29	
	B	1,821.29	2,322.15	2,823.01	
					~~3009 DRUG COURT COORDINATOR~~
19	**A**	51,975.30	64,969.12	77,962.93	
	W	999.52	1,249.41	1,499.29	
	H	24.99	31.24	37.48	
	B	1,999.05	2,498.81	2,998.57	
					2040 HOUSING & COMMUNITY DEV. COORD.
					5009 HUMAN RESOURCES ADMINISTRATOR
					5075 YOUTH EMPOWERMENT CTR. DIRECTOR
					2070 PROGRAM MANAGER
					0011 OFFICE MANAGER
					3075 DATA BASE ADMINISTRATOR
20	**A**	55,506.48	69,383.10	83,259.72	
	W	1,067.43	1,334.29	1,601.15	
	H	26.69	33.36	40.03	
	B	2,134.86	2,668.58	3,202.30	
					2045 WATER PLANT SUPERINTENDENT
					8026 PUBLIC WORKS SUPERINTENDENT

CITY OF RIVIERA BEACH, FL
JOB CLASSIFICATION LIST - 10/01/13

Grade		Minimum	Midpoint	Maximum	Job Code and Title
			ADMINISTRATIVE SALARY SCHEDULE		
			UNCLASSIFIED POSITIONS		
21	**A**	59,037.68	73,797.10	88,556.52	
	W	1,135.34	1,419.17	1,703.01	
	H	28.38	35.48	42.58	
	B	2,270.68	2,838.35	3,406.02	
					2005 RISK MANAGER
					3040 PRINCIPAL PLANNER
					5010 MANAGER, BILLING & COLLECTION
					5038 ASSISTANT DIRECTOR, PARKS & REC.
					~~1021 FACILITIES MANAGER~~
					3083 TREASURY MANAGER
22	**A**	62,568.87	78,211.09	93,853.30	
	W	1,203.25	1,504.06	1,804.87	
	H	30.08	37.60	45.12	
	B	2,406.49	3,008.12	3,609.74	
					1022 PLANNING & ZONNING ADMINISTRATOR
					1061 UTILITIES ENGINEER
					2029 CODE ADMINISTRATOR
					1070 ECONOMIC & BUSINESS DEVELOPMENT MANAGEF
					1075 PUBLIC RELATIONS/MEDIA MANAGER
					2020 POLICE CAPTAIN
					3080 INTERNAL AUDITOR

CITY OF RIVIERA BEACH, FL
JOB CLASSIFICATION LIST - 10/01/13

Grade	Minimum	Midpoint	Maximum	Job Code and Title

ADMINISTRATIVE SALARY SCHEDULE
UNCLASSIFIED POSITIONS

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject: 2013-2014 City of Riviera Beach Education Scholarship Program

Recommendation/Motion:

Originating Dept.	CITY MANAGER	**Costs:**	$30,000
User Dept.	ALL	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	001-0203-519-0-5521 130-0203-519-0-5521
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
THE CITY COUNCIL ESTABLISHED THE CITY OF RIVIERA BEACH EDUCATION SCHOLARSHIPS IN 1998 TO ENCOURAGE CITY RESIDENTS TO FURTHER THEIR EDUCATION. THIRTY-ONE (31) APPLICANTS SUBMITTED PACKAGES BY THIS YEAR'S MAY 13TH APPLICATION DEADLINE DATE. THE REVIEW COMMITTEE MET ON JUNE 7TH, 11TH, AND 27TH AND JULY 2ND TO REVIEW AND SCORE THE APPLICATIONS. ONE APPLICANT HAD TO BE DISQUALIFIED DUE TO AN INCOMPLETE APPLICATION PACKAGE. ONE RECEIPIENT HAS NOTIFIED THE COMMITTEE THAT HE WILL PROBABLY NOT ENROLL IN SCHOOL THIS YEAR. HOWEVER, IF HIS PLANS CHANGE, THE EDUCATION ADVISORY COMMITTEE HAS COMMITTED TO FUND HIS AWARD. THE SCHOLARSHIPS ARE FUNDED THROUGH THE CITY'S 2012-2013 BUDGET ALLOCATION OF $19,000.00, $2,000.00 DONATION FROM THE WEST PALM BEACH FISHING CLUB, $1,000.00 DONATION FROM MAYOR THOMAS MASTERS, $1,000.00 DONATION FROM COUNCILWOMAN JUDY DAVIS, $1,000.00 DONATION FROM T&C EXPRESS, INC., $1,000.00 DONATION FROM GEU, $4,000.00 FROM THE POLICE DEPARTMENT'S LAW ENFORCEMENT TRUST FUND, AND $1,000.00 FROM THE EDUCATION

ADVISORY COMMITTEE (IF NEEDED).

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: 001-0203-519-0-5521
130-0203-519-0-5521

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:
2013_Scholarship_Application_-_Online_Final.docx	2013 SCHOLARSHIP APPLICATION
Education_Scholarship_Program_-_revised_August-2013.doc	PROGRAM HISTORY
resolution_ed_scholarship_2013.doc	2013 EDUCATION SCHOLARSHIP RESOLUTION

Funds for the 2013 Riviera Beach Education Scholarships were made available through a budget appropriation by the City Council. Additional funds may be received from city business partners, and private donations. Scholarship awards will be $1,000 each. The Scholarship Program is administered by the Riviera Beach Education Advisory Committee under direction of the Mayor, City Council, and City Manager.

Mayor
Thomas A. Masters

City Council Chairwoman
Billie E. Brooks

City Council Chair Pro-Tem
Dawn S. Pardo

City Council Members
Judy L. Davis
Cedrick A. Thomas
Shelby L. Lowe

City Manager
Ruth C. Jones

City Attorney
Pamala Hanna Ryan

City Clerk
Carrie E. Ward, MMC

Education Advisory Committee
Hyacinthia Becton, *Chairperson*
Rose Anne Brown, *Co-Chairperson*

RETURN COMPLETED APPLICATIONS

Via Mail To:
Riviera Beach Education Advisory Committee
Attn: Scholarship Review Team
P.O. Drawer 10682
Riviera Beach, Florida 33419

In Person To:
Riviera Beach City Hall
Attn: Scholarship Review Team
2nd Floor - City Manager's Office
600 West Blue Heron Boulevard
Riviera Beach, Florida

NOTE: Applications received after 5:00 PM on Monday, May 13, 2013, WILL NOT be considered.

For additional information, call (561) 845-4013
or email lmonroe@rivierabch.com

SUGGESTED FORMAT FOR LETTER OF RECOMMENDATION

Applicant's Name: _____

Your Name: _____ Organization/Business: _____

Position: _____ Number of Years Known: _____

I Know Applicant as: Student Employee Other (Specify):

Statement of Recommendation: _____

_____

_____

_____

_____

_____

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_____

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_____

_____

_____

_____

_____

Signature: _____ Date: _____

HOW WILL YOU FINANCE THE BALANCE OF YOUR EDUCATIONAL EXPENSE?_____

_____

WHAT DO YOU PLAN TO DO AFTER GRADUATING FROM COLLEGE?_____

_____

OTHER SCHOOLS YOU HAVE ATTENDED:_____

_____

SCHOOL ACTIVITIES:_____

_____

_____

ACADEMIC AND OTHER HONORS RECEIVED:

HONOR:_____DATE:_____

HONOR:_____DATE:_____

HONOR:_____DATE:_____

HONOR SOCIETIES:_____

_____

COMMUNITY ACTIVITIES:_____

_____

_____

EXTRA-CURRICULAR ACTIVITIES:_____

_____

_____

(Attach Additional sheets if more space is required)

I HEREBY CERTIFY THAT ALL INFORMATION SUBMITTED HEREIN IS CORRECT:

SIGNATURE - (APPLICANT):_____

SIGNATURE - (PARENT/GUARDIAN):_____

DATE:_____

SCHOLARSHIP APPLICATION

Provide ALL requested information. Incomplete applications will not be considered.

NAME: _____ DATE OF BIRTH: _____

ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____ EMAIL: _____

FATHER / GUARDIAN NAME: _____

ADDRESS (If different from applicant): _____

OCCUPATION: _____ PHONE: _____

MOTHER / GUARDIAN NAME: _____

ADDRESS (If different from applicant): _____

OCCUPATION: _____ PHONE: _____

NO. OF DEPENDENTS LIVING AT HOME: _____ AGE(S): _____

TOTAL ANNUAL FAMILY INCOME: (Based upon 2013 Federal Income Tax Return)

Under - 30,000 30,000 - 50,000 Over 50,000

NO. OF FAMILY MEMBERS CURRENTLY ATTENDING COLLEGE AT LEAST PART TIME: _____

HAVE YOU SUBMITTED YOUR FAFSA (Free Application for Federal Student Aid)? YES NO

SCHOOL YOU CURRENTLY ATTEND: _____

GRADE POINT AVERAGE: _____ EXPECTED GRADUATION DATE: _____

MAJOR CAREER OBJECTIVE: _____

_____

COLLEGE/SCHOOL YOU PLAN TO ATTEND BEGINNING IN FALL OF 2013: _____

_____

HAVE YOU APPLIED FOR ADMISSION? YES NO HAVE YOU BEEN ACCEPTED? YES NO

ANTICIPATED CLASSIFICATION AS OF FALL 2013 TERM:

FRESHMAN SOPHOMORE JUNIOR SENIOR

The City Of Riviera Beach
College Scholarship Program

Application Deadline: May 13, 2013 - 5:00 p.m.

City of Riviera Beach Scholarships are offered to qualified entering freshmen, sophomores, juniors, and seniors who are enrolled full time at a college, university, or trade/technical school.

Requirements: (Please check off to confirm your qualification to apply)

- Be a permanent resident of Riviera Beach (proof of residency may be required)
- Be enrolled as a Full Time Student (at least 12 credit hours)
- Have a 2.0 or above cumulative grade point average
- Complete **ALL** sections of the application (incomplete applications **will not** be considered)
- Provide proof of Community Service rendered within the last 12 months

Required Attachments: (Please check off as you complete each attachment)

- Official High School, College, or Trade School Transcript
- Resume' listing High School and/or College achievements, organizations, activities, and community service activities you are involved in
- A typed one (1) page single spaced essay stating why you should be awarded a scholarship AND your plans for further studies at a College, University or Technical / Trade School.
- Three (3) signed letters of recommendation dated within the last 6 months. *(sample format on page 5)*

A personal interview with the applicant may be required

CITY OF RIVIERA BEACH

2013 - 2014 COLLEGE SCHOLARSHIP PROGRAM

INFORMATION & APPLICATION

Application Deadline: May 13, 2013 - 5:00 p.m.

RIVIERA BEACH EDUCATION SCHOLARSHIP PROGRAM

The Riviera Beach City Council established the City of Riviera Beach Education Scholarship Program in 1998 to encourage city residents to further their education. It initially provided ten (10) $500 scholarships that were funded out of the Police Department's Law Enforcement Trust Fund (Fines & Forfeiture Fund). In 2001 the scholarship award amount was increased from $500 to $1,000 per person.

Scholarships are awarded to entering college freshmen, sophomores, juniors, and seniors. The City of Riviera is one of the few organizations that awards at all classification levels. Many organizations only award scholarships to incoming freshmen. Qualifying criteria is as follows:

- Permanent city resident
- Minimum of 2.0 cumulative grade point average
- Complete all sections of the application
- Full Time enrollment status
- Include required attachments
    - Official high school, college, or trade school transcript
    - Resume listing high school and/or college achievements, organizations, activities, and recent community service activities
    - Three (3) letters of recommendation dated within the last six (6) months
    - A typed one (1) page single spaced essay

Scholarships have also been funded by the Police Law Enforcement Trust Fund ($80,000), Palm Beach Casino Cruise Line ($22,000), West Palm Beach Fishing Club ($17,500), Nealia B. Cunningham Family Trust ($6,000), Community Benefits Fund ($8,000) Jayson Young, a previous scholarship recipient, ($5,000), National Village Homeowner's Association ($4,000), Bobbie E. Brooks, Sr. Scholarship Fund ($3,000), MASUD Temple #69 ($2,000), City Manager Ruth C. Jones, ($1,000), GEU Real Estate, LLC ($1,000), T&C Express ($1,000) and other city business partners.

The scholarship program is administered by the City's Education Advisory Committee. Applications are usually accepted during an announced period of time between February and mid-May. The Scholarship Application Review Committee is staffed by members of the Riviera Beach Education Advisory Committee and school district personnel. Other review team members have been from the City's Police Department, the City Council, Palm Beach Princess Cruise Line, West Palm Beach Fishing Club, and the community. The review committee begins meeting the middle of April. Each application is reviewed by three (3) committee members. Qualifying applicants are ranked based upon academic accomplishments, community service, and need.

It is especially notable that in 2010 and 2011, the City Council has funded a scholarship award for **EVERY QUALIFIED APPLICANT!**

Scholarships have been awarded as follows:

YEAR	NUMBER	AMOUNT	TOTAL
1998	10	500	$ 5,000
1999	10	500	$ 5,000
2000	10	500	$ 5.000
2001	10	1,000	$10,000
2002	10	1,000	$10,000
2003	11	1,000	$11,000
2004	14	1,000	$14,000
2005	15	1,000	$15,000
2006	24	1,000	$24,000
2007	26	1,000	$26,000
2008	29	1,000	$29,000
2009	29	1,000	$29,000
2010	19	1,000	$19,000
2011	28	1,000	$28,000
2012	24	1,000	$24,000
2013	30	1,000	$30,000
TOTAL			**$284,000.00**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE DIRECTOR, FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM OTHER GRANTS AND AIDS ACCOUNT NUMBER 001-0203-519-0-5521 ON BEHALF OF THE 2013-2014 CITY OF RIVIERA BEACH EDUCATION SCHOLARSHIP RECIPIENTS IN THE AMOUNT OF $19,000; AUTHORIZING THE DIRECTOR, FINANCE & ADMINISTRATIVE SERVICES TO APPROPRIATE DONATION FUNDS RECEIVED FROM THE WEST PALM BEACH FISHING CLUB IN THE AMOUNT OF $2,000; POLICE LAW ENFORCEMENT TRUST FUND IN THE AMOUNT OF $4,000; MAYOR THOMAS MASTERS (COMMUNITY BENEFITS FUND) IN THE AMOUNT OF $1,000; COUNCILWOMAN JUDY DAVIS (COMMUNITY BENEFITS FUND) IN THE AMOUNT OF $1,000; GEU REAL ESTATE, LLC IN THE AMOUNT OF $1,000; T&C EXPRESS, INC. IN THE AMOUNT OF $1,000; $1,000 FROM THE RIVIERABEACH EDUCATION ADVISORY COMMITTEE (IF NEEDED); AND DISBURSE FUNDS FROM ACCOUNT NUMBER 130-0203-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council supports the ideals of higher education for the youth of Riviera Beach; and

WHEREAS, The City Council has demonstrated its support of higher education through the awarding of education scholarships for the past fifteen (15) years; and

WHEREAS, In addition to budgeted funds, the City has a commitment for a donation of $2,000 from the West Palm Beach Fishing Club; $4,000 from the Police Law Enforcement Trust Fund; $1,000 from Mayor Thomas Masters (Community Benefits Fund); $1,000 from Councilwoman Judy Davis (Community Benefits Fund); $1,000 from GEU Real Estate, LLC; $1,000 from T&C Express, Inc.; and $1,000 from the Riviera Beach Education Advisory Committee (if needed).

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 Director, Finance & Administrative Services is authorized to make payment on behalf of 2013 scholarship recipients from account number 001-0203-519-0-8301 in the amount of $19,000 and appropriate Fund Balance in the Donations Fund in the amount of $11,000 and make payment for same.

SECTION 2: This resolution shall take effect upon its approval and passage by the City Council.

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

_____
TERRENCE "TD" 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: _____

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	19,000	_____	_____	_____	_____
External Revenues	11,000	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	30,000	_____	_____	_____	_____
NO. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes__Y__ No____

Budget Account No.: Fund 001-0203-519-0-5521
130-0203-519-0-5521

Dept/Division____ Org.____ Object____

Reporting Category_____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

_____ _____
Finance Department Purchasing and Grants

B. Other Department Review:

_____
Department Director

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject: RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES WITH ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL FOR PERIOD, OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014.

Recommendation/Motion: THE PROFESSIONAL SERVICES AGREEMENT WITH ALCALDE & FAY, LTD., EXPIRES ON SEPTEMBER 30, 2013, AND STAFF RECOMMENDS THAT THE CITY COUNCIL RENEW THE AGREEMENT FOR A ONE (1) YEAR PERIOD, OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014.

Originating Dept.	EXECUTIVE	**Costs:**	ANNUAL COST OF $60,000, PAYABLE AT $5,000 PER MONTH, INCLUDING REASONABLE COSTS ASSOCIATED WITH SERVICES.
User Dept.	EXECUTIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	PROFESSIONAL SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3106
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
ALCALDE & FAY, LTD., ARE QUALIFIED EXPERTS IN THE FIELD OF FEDERAL APPROPRIATIONS, AUTHORIZATIONS AND GRANT PROGRAMS FOR PUBLIC WORKS, WATER RESOURCES, PUBLIC SAFETY, ENGERGY, ECONOMIC DEVELOPMENT AND PARKS AND RECREATION. ALCALDE & FAY CONSIDERS IT THEIR MISSION TO POSITION THE CITY OF RIVIERA BEACH TO BE AS COMPETITIVE AS POSSIBLE TO SECURE FEDERAL ASSISTANCE AND RESOURCES IN LINE THE CITY'S PRIORITIES.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014
Capital Expenditures		
Operating Costs	15,000	45,000
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: PROFESSIONAL SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3106

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	OCTOBER 1, 2013
Renewal End Date	SEPTEMBER 30, 2014
Number of 12 month terms this renewal	One (1) - 12 month term.
Dollar Amount	$60,000
Contractor Company Name	ALCALDE & FAY, LTD.
Contractor Contact	L. A. "SKIP" BAFALIS
Contractor Address	ALCALDE & FAY, LTD. 2111 WILSON BLVD., 8TH FLOOR ARLINGTON, VA 22201

Contractor Phone Number	(703) 841-0626
Contractor Email	bafalis@alcalde-fay.com
Type of Contract	Professional services
Describe	

ATTACHMENTS:

Name:	Description:
RESAlcaldeFayLtd2013.dpm08222012.doc	RES. ALCALDE & FAY, LTD. 2013/2014
AlcaldeFayLtd._Agrmt.10012013.pdf	Alcalde Fay LTD Agrmt 2013/2014

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 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH IN THE AMOUNT OF $5,000 PER MONTH FOR ONE (1) YEAR COMMENCING OCTOBER 1, 2013 TO SEPTEMBER 30, 2014; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES–OTHER ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alcalde & Fay, Ltd., has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development and parks and recreation; and

WHEREAS, the City Council desires to retain the services of Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach; and

WHEREAS, the terms of the Agreement commences on October 1, 2013 and expires on September 30, 2014.

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 City Council hereby authorizes the Mayor and City Clerk to execute the Agreement for Professional Services with Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

SECTION 2. That compensation shall be $5,000 per month for one (1) year commencing October 1, 2013 to September 30, 2014; the City shall reimburse Alcalde & Fay, Ltd., for reasonable expenses incurred at cost in connection with the work performed. The amount shall be paid from the Professional Services-Other Account No. 001-0203-519-0-3106.

SECTION 3. A copy of the Agreement is attached hereto and made a part of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval by the 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

_____
JUDY L. DAVIS
COUNCILPERSON

_____
BRUCE A. GUYTON
COUNCILPERSON

_____
TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY:_____

C. THOMAS _____

D. PARDO _____

J. DAVIS _____

B. GUYTON _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

DDJ.DPM.08222013

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND
ALCALDE AND FAY, LTD.

The following is an agreement between the City of Riviera Beach, Florida, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation; and

WHEREAS, in the judgment of the Riviera Beach City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise as requested on federal appropriations, authorizations and grant programs for public works, water resources, public safety, energy, economic development, and parks and recreation projects, including but not limited to:

1. Developing strategies to obtain and maximize federal funding for CITY public works, water resources, public safety, energy, economic development, and parks and recreation priorities.
2. Coordinating funding, legislation and policy related activities for the CITY with the United States Congress and Federal agencies;
3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
4. Maintaining frequent contact with key United States Senators and Representatives, including the CITY'S congressional delegation.
5. Advocating CITY interests during the federal legislative and regulatory process.
6. Arranging visits by CITY officials with the CITY'S Congressional Delegation and Federal agencies.
7. Maintaining frequent contact with designated CITY officials about federal funding opportunities and CONTRACTOR activities, and attending CITY meetings upon the CITY'S written request.

B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be $5,000.00 per month. CONTRACTOR shall submit the monthly $5,000.00 fee invoice at the first of each month, beginning on October 1, 2013. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a

monthly basis and will not exceed $100 per month. All travel expenses will be incurred only following written approval by the City Manager.

C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have Maurice Kurland, L.A. "Skip" Bafalis, and Jim Davenport, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.

C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: RUTH C. JONES
CITY OF RIVIERA BEACH, FLORIDA
600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404
(561) 845-4095

CONTRACTOR: L. A. "SKIP" BAFALIS
ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. TERM OF AGREEMENT: This Agreement shall become effective on October 1, 2013 and shall terminate on September 30, 2014 or upon 30 day's written notice by either party with or without cause.

F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

G. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the CITY. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

H. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.

I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2013.

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

CITY OF RIVIERA BEACH

By: _____
THOMAS A. MASTERS
MAYOR

WITNESSES:

_____

_____

ALCALDE AND FAY, LTD.

By: _____
L.A. "SKIP" BAFALIS
PARTNER

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
RESOLUTION

Subject:

A resolution approving a Work Order with Corzo Castella Carballo Thompson Salman (C3TS), P.A. of Boca Raton, Florida for post design and construction oversight for the West 13th Street Roadway Improvement project in the amount of $105,102.50; authorizing the Director of Finance and Administrative Services to make payment for same from account numbers 412-1437-533-0-6352, 412-1437-535-0-6352, 460-1127-541-0-6355 and 310-1123-541-0-6351; and authorizing the City Manager to approve change orders up to ten percent (10%).

Recommendation/Motion: Staff recommends that the City Council approve the resolution.

Originating Dept.	Public Works	**Costs:**	$115,613
User Dept.	Public Works	**Funding Source:**	Proposal Amount $105,102.50 10% Contingency $10,510.25
Advertised:	No	**Budget Account Number:**	412-1437-533-0-6352 - $ 5,781 412-1437-535-0-6352 - $ 5,781 460-1127-541-0-6355 - $39,308 310-1123-541-0-6351 - $64,743
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:

On June 6, 2012, the City Council approved Resolution No. 66-12 authorizing staff to proceed with the reconstruction of West 13th Street between Old Dixie Highway and the railroad crossing near Avenue R. On August 1, 2012, the City Council approved Resolution No. 88-12 authorizing C3TS to provide design services to develop construction documents for West 13th Street. Given the magnitude of the proposed construction project, staff feels that oversight by a qualified engineering firm is necessary to ensure that project deadlines and milestones are met.

C3TS, as the City's continuing services engineering firm, is qualified to provide said services.

Staff requests that City Council approve the work order with C3TS to provide construction oversight services for the West 13th Street Roadway Improvement project.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	115,613	$0.00	$0.00	$0.00	$0.00
Operating Costs	$0.00	$0.00	$0.00	$0.00	$0.00
External Revenues	NA				
Program Income (city)	NA				
In-kind Match (city)	NA				
Net Fiscal Impact	$115,613	$0.00	$0.00	$0.00	$0.00
NO. Additional FTE Positions (cumulative)	N/A				

Is Item Included in Current Budget? Yes

Budget Account NO: 412-1437-533-0-6352 - $ 5,781
412-1437-535-0-6352 - $ 5,781
460-1127-541-0-6355 - $39,308
310-1123-541-0-6351 - $64,743

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

Proposal Amount $105,102.50 10% Contingency $10,510.25

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__(C3TS_Const_Oversight)_(2).doc	Resolution CT3S Construction Oversight
C3ts_West_13th_CA-Proposal.pdf	Proposal C3TS W 13th St

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN (C3TS), P.A. OF BOCA RATON, FLORIDA FOR CIVIL ENGINEERING POST-DESIGN/CONSTRUCTION OVERSIGHT SERVICES FOR THE WEST 13TH STREET ROADWAY IMPROVEMENT PROJECT IN THE AMOUNT OF $105,102.50; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER (S) 412-1437-533-0-6352, 412-1437-535-0-6352, 460-1127-541-0-6355,310-1123-541-0-6351AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved, through Resolution No. 63-12, the receipt of $500,000 from the State of Florida for the reconstruction of West 13th Street between Old Dixie Highway and the railroad crossing near Avenue R; and

WHEREAS, the City Council approved, through Resolution No. 66-12, the reconstruction of West 13th Street between Old Dixie Highway and the railroad crossing near Avenue R; and

WHEREAS, the City Council approved, through Resolution No. 88-12, the design by C3TS for reconstruction of West 13th Street between Old Dixie Highway and the railroad crossing near Avenue R; and

WHEREAS, due to the magnitude of the project, post design services and construction oversight will be required to help ensure that the project is as successful as possible; and

WHEREAS, C3TS, as the City's continuing services engineering firm under contract, is capable of completing the post-design and construction oversight work required to meet all schedule deadlines.

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 City Council hereby approves the issuance of a work order to Corzo Castella Carballo Thompson Salman (C3TS), P.A. of Boca Raton, Florida to provide post-design and construction oversight services required to oversee the construction of West 13th Street Improvements in the amount of $105,102.50.

SECTION 2. That the Director of Finance and Administrative Services is authorized to make payment for same.

SECTION 3. That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

SECTION 4. That this Resolution shall take effect 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

_____
JUDY L. DAVIS
COUNCILPERSON

_____
BRUCE A. GUYTON
COUNCILPERSON

_____
TERENCE 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: _____

Stantec Consulting Services Inc.
21301 Powerline Road, Suite 311
Boca Raton FL 33433
Tel: (561) 487-3379
Fax: (561) 487-3466

May 17, 2013

Terrence N. Bailey, LEED AP, P.E.
City Engineer
The City of Riviera Beach
2391 Ave L
Riviera Beach, Florida 33404

Re: Proposal for Construction Phase Services
West 13th Street Improvements project

Dear Mr. Bailey:

In accordance with our Professional Services Agreement for Engineering Services dated June 1, 2011, Stantec Consulting Services, Inc., (hereinafter referred to as "Consultant", "We" or "Stantec"), is pleased to have the opportunity to submit this proposal to the City of Riviera Beach, (hereinafter referred to as "Client" or "City") to provide Construction Oversight assistance to the City in support of the West 13th Street Improvements project between Avenue R and Dixie Highway. The proposed scope of services and fee follow.

PROJECT UNDERSTANDING

To date our services have included civil design and permitting for the construction of new roadway, sidewalk, drainage facilities, pavement markings and signage, water main and service replacement within the West 13th Street corridor between Avenue R and Dixie Highway. Work has included preparing design plans, permit applications, technical specifications, cost estimates and a schedule of values for use in bidding the project.

The City now requests our office provide part time (20 hours per week) construction observation with minimal office support. It is understood that our role will be to augment the City's staff in overseeing the project. We understand the project is anticipated to start in the summer of this year and has a 12 month construction schedule.

SCOPE OF SERVICES

Task 1 - Construction Phase Services

A. Building & Engineering Permit Assistance

1. The Consultant will provide up to four (4) signed and sealed sets of the construction documents developed in Tasks listed above for the Client's designated contractor to submit for building and/or engineering permits.

2. The Consultant will make one set of minor revisions to the construction documents and one response to normal requests for information based on the comments received from the City's Building Department.

B. Construction Administration Assistance

1. Pre-construction Meeting: The Consultant will attend one (1) pre-construction meeting with the Client, Contractor, City and/or County inspector(s) to review the project construction schedule and proposed work.

2. Shop drawing review: The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto). The Consultant shall perform these reviews in accordance with the standard of care of the profession at the time of service. For the purposes of this proposal, as many as eight engineering person hours have been budgeted for this sub task.

3. Response to Requests for Information (RFI) by the Contractor: The Consultant will provide interpretations (up to eight engineering person hours) of the plans and specifications developed in Tasks listed above and provide responses to the requests for information from the contractor during construction. The Consultant will advise the Client if a response to the RFI can not be made based on a reasonable interpretation of the plans and specifications. The Consultant shall consult with and advise the Client as to the acceptability of substitute materials and equipment that are proposed by the contractor(s).

C. Construction Observations

1. Site Civil Periodic Site Visits: The Consultant will provide as many as 20 hours per week during the construction phase of the project to observe the site civil work for general conformance to the plans, specifications and permit conditions. The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The Consultant's efforts will be directed toward providing the Client with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. During such visits and on the basis of on-site observations, the Consultant shall keep the Client informed of the progress of the work, shall endeavor to protect the Client against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The Consultant shall perform the observations in accordance with the standard of care of the profession at the time of service. The Consultant will provide a bullet format field report with site photographs for each project visit. The report will summarize project observations as they relate to general conformance with the construction documents. For the purposes of this proposal, it is assumed the construction observation phase will commence at the Notice to Proceed given to the Contractor by the City and last a period of time not to exceed 12 months. Construction Phase Services beyond that period of time, if required, will be provided as an additional service.

2. Review of As-Built Plans: The Consultant will review the signed and sealed As-Built Plans as provided by the Contractor's professional registered surveyor for the paving, grading, drainage plan and utilities plan for general compliance with the plans, specifications and permit conditions.

3. Substantial Completion: Upon request of the Client, the Consultant will provide one (1) site visit (in addition to those described above) to review the construction site civil work for

substantial completion and general compliance with the plans specifications and permit conditions. Based on the substantial completion site visit the Consultant will prepare one "punch list" listing any additional work to be completed for the site civil work. Additional Substantial Completion site visits, if required, will be provided as an Additional Service.

D. Final Project Close Out

1. Final Completion: Upon request of the Client, and confirmation by the contractor that the "punch list" items have been completed, the Consultant will provide one (1) site visit (in addition to those described above) to review the construction site civil work for final completion and general compliance with the plans specifications and permit conditions (subject to any conditions therein expressed). The Consultant will prepare a memo notifying the Client that the work has been completed. The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

2. Construction Certification of Completeness to Permitting Agencies: Upon satisfactory completion of the work and submittal of satisfactory as-built drawings by the contractor the Consultant will notify the permitting Agencies that the project has been completed and that based on our periodic site observations and information provided by the contractor that the project has been constructed in general compliance with the site civil plans, specifications and permit conditions. The Consultant will note any significant deviations from the plans, specifications and permit conditions.

PROJECT SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

COMPENSATION

The Consultant will provide the services described in the above task on an hourly basis including expenses for the project such as in-house duplicating, facsimile, local mileage, telephone, postage and in-house blueprinting. Other direct expenses, if required, will be billed at 1.10 times cost. The fee established to provide the professional services for this project is $105,000 as determined by the attached person-hour estimate. Payment to the Consultant will be in accordance with the Professional Services Agreement for Engineering Services dated June 1, 2011 referenced above.

We appreciate this opportunity to submit this proposal. Please contact David Bannett, P.E., LEED AP or myself at 561-487-3379 if you have any questions.

Sincerely,

STANTEC CONSULTING SERVICES, INC.

Terrance N. Glunt P.E. , LEED AP
Vice President

David Bannett, P.E., LEED AP
Project Manager

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

CITY OF RIVIERA BEACH
A Municipality

Agreed to this _____ day of _____, 2013

By: _____

_____
(Print or Type Name)

Title: _____
(As Authorized by Law)

_____
(Email Address)

_____, Witness

_____
(Print or Type Name)

Official Seal:

Copy To: Tery Glunt/David Bannett/File

PERSON HOUR ESTIMATE

PROJECT: West 13th Street Improvements			SHEET:			1	
CLIENT: City of Riviera Beach			FILE NO:				
ESTIMATOR: David Bannett			DATE:			5/17/2013	
DESCRIPTION:	Snr Project Engineer Bannett	Professional Henry	Inspector Compel	Support Staff Beattie	Expenses Travel, Copies, Cell Phones, Etc...	Line Total	
Task 1: Construction Phase Services							
Building Dept Assist	2	4		1		$710.50	$710.50
Pre Construction Meeting	4		4	1		$928.50	$928.50
Shop Drawing Review	2	6				$858.00	$858.00
RFIs	2	6				$858.00	$858.00
Construction Observation (12 months)	40		1040		$4,000.00	$97,800.00	$97,800.00
Review of Asbuilts	4	8				$1,324.00	$1,324.00
Site Visit for Punch List	8			1		$1,128.50	$1,128.50
Final Site Visit	4			1		$588.50	$588.50
Project Closeout	2	6		1		$906.50	$906.50
							$105,102.50
TOTAL HOURS	**68**	**30**	**1,044**	**5**	**4,000**		
LABOR RATE ($/HOUR)	**135.00**	**98.00**	**85.00**	**48.50**	**1.00**		
SUBTOTAL	**$9,180.00**	**$2,940.00**	**$88,740.00**	**$242.50**	**$4,000.00**		
PAGE TOTAL						**$105,102.50**	

Total
$105,102.50

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT

Subject: DISCUSSION BY THE BOARD OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE COUNCILMAN CEDRICK THOMAS 3RD ANNUAL 5TH GRADE FUN DAY AT JOHN F. KENNEDY MIDDLE SCHOOL 1901 AVE "S".

Recommendation/Motion: Staff recommends a motion to approve the event

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Originating Dept.	Legislative	**Costs:**	
User Dept.	Legislative - District 3	**Funding Source:**	Community benefits funds and Donations
Advertised:	Yes	**Budget Account Number:**	130-0101-511-3-8301
Date:	September, 15th 2012		
Paper:	Riviera Beach Newsletter, Palm Beach Post, Channel 5 and Channel 25.		
Affected Parties:	Notified		

Background/Summary:
Councilman Cedrick Thomas hosted the 1st 5th grade Fun Day in December 2011, and in keeping with the success of this fun and educational event for our local students, Councilman Cedrick Thomas would like to host the 3rd annual 5th grade fun day on Friday, December 6th 2013 at 9:30am - 2:30pm.

The local 5th graders from the following schools will be invited to participate: JFK Middle School, Dr. Mary McLeod Bethune, Grove Park Elementary, Lincoln Elementary, Washington Elementary, West Riviera Elementary, Egret Lake and Lake Park.
Approximately 700 students and faculty members will be invited to attendance this exciting day that will be comprised of: an animal presentation, gamin ride, police and fire demonstration, lunch, Horse Riding activities and a marching band presentation from the students as well as exciting giveaways.

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: 130-0101-511-3-8301

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

Community benefits funds and Donations

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:
5th_Grade_Fun_Day_tentative_Budget.PDF	Tentative Budget
Resolution_CEDRICK_THOMAS_3RD_ANNUAL_5TH_GRADE_FUN_DAY_A.docx	Resolution CEDRICK THOMAS 3RD ANNUAL 5TH GRADE FUN DAY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE COUNCILMAN CEDRICK THOMAS 3RD ANNUAL 5TH GRADE FUN DAY AT JOHN F. KENNEDY MIDDLE SCHOOL, 1901 AVE. "S".; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Councilman Cedrick Thomas hosted the First 5th Grade Fun Day in December, 2011, and in keeping with the success of this fun and educational event for our local students; and

WHEREAS, Approximately 700 students and faculty members will attend the event that will be comprised of: an animal presentation, gaming ride, police and fire demonstrations, lunch, horse riding activities and a marching band presentation from the students, as well as exciting giveaways, and

WHEREAS, Councilman Cedrick Thomas would like to host the 3rd Annual 5th Grade Fun Day on Friday, December 6, 2013, at 9:30am - 2:30pm; and

WHEREAS, the local 5th graders from the following schools will be invited to participate in the event: JFK Middle School, Dr. Mary McLeod Bethune, Grove Park Elementary, Lincoln Elementary, Washington Elementary, West Riviera Elementary, Egret Lake and Lake Park.

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 authorizes **that** Councilman Cedrick Thomas would like to host the 3rd Annual 5th Grade Fun Day on Friday, December 6, 2013, at 9:30am - 2:30pm.

SECTION 2. The Director of Finance & Administrative Services is authorized to establish revenue and expenditure accounts to accept and disburse donations for the event.

SECTION 3. This Resolution shall become effective upon its passage and approval by the City Council

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: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT

Subject: DISCUSSION BY THE BOARD OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 4TH ANNUAL COUNCILMAN CEDRICK THOMAS THANKSGIVING TURKEY GIVEWAY WITH THE LOCATION OF THE EVENT TO BE ANNOUNCED; AND APPROVING AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends a motion to approve the event.

Originating Dept.	Legislative	**Costs:**	
User Dept.	Legislative - District 3	**Funding Source:**	Community Benefits Program and Donations
Advertised:	Yes	**Budget Account Number:**	130-0101-511-3-8301
Date:	Date TBD		
Paper:	Palm Beach Post, City of Riviera Beach Newsletter, Channel 5 News, and Channel 25.		
Affected Parties:	Not Required		

Background/Summary:
Councilman Cedrick Thomas will be hosting the 5th annual thanksgiving turkey giveaway for the residents of Riviera Beach on Tuesday, November 26th 2013, at 8:30am. Over the last two years, we donated over 2000 turkeys to families in our community, and in keeping with the spirit of Thanksgiving, this year we would once again like to donate turkeys to our fellow citizens.
The event normally has a wonderful turnout, and the support and gratitude from our local residents has made this event a success.

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: 130-0101-511-3-8301

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

Community Benefits Program and Donations

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:
Turkey_Giveaway_tentative_budget.PDF	Tentative Budget Turkey Giveaway
Resolution_5th_annual_Thanksgiving_turkey_giveaway.docx	Resolution 5th annual Thanksgiving turkey giveaway

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 5TH ANNUAL COUNCILMAN CEDRICK THOMAS THANKSGIVING TURKEY GIVEAWAY WITH THE LOCATION OF THE EVENT TO BE ANNOUNCED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, over the last two years, Councilman Cedrick Thomas has donated over 2,000 turkeys to families in our community, and

WHEREAS, in keeping with the spirit of Thanksgiving, this year Councilman Cedrick Thomas would once again like to donate turkeys to our fellow citizens, and

WHEREAS, Councilman Cedrick Thomas will host the 5th annual Thanksgiving Turkey Giveaway for the residents of Riviera Beach on Tuesday, November 26,2013, at 8:30am.

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 authorizes Councilman Cedrick Thomas to host the 5th annual Thanksgiving Turkey Giveaway for the residents of Riviera Beach on Tuesday, November 26,2013.

SECTION 2. The Director of Finance & Administrative Services is authorized to establish revenue and expenditure accounts to accept and disburse donations for the event.

SECTION 3. This Resolution shall become effective upon its passage and approval by the City Council

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: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT

Subject: DISCUSSION BY THE BOARD OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, APPROVING THE EVENT "COUNCILMAN CEDRICK THOMAS 3RD ANNUAL NIGHT OF ELEGANCE HONORING OUR SENIORS" AND PROVIDING AN EFFECTIVE DATE

Recommendation/Motion: Staff recommends a motion to approve the event.

Originating Dept.	Legislative Department	**Costs:**	
User Dept.	Legislative Department - District 3	**Funding Source:**	Community benefit funds and Donations
Advertised:	Yes	**Budget Account Number:**	130-0101-511-3-8301
Date:	Date TBD		
Paper:	RBTV18, Riviera Beach Newsletter, Riviera Beach Phone system recording		
Affected Parties:	Not Required		

Background/Summary:
Councilman Cedrick Thomas hosted the 1st Night of Elegance honoring our Seniors Citizens on 3/3/2012 and the 2nd was held on Saturday, March 2, 2013. These events were a huge success with over 300 seniors from our community in attendance each year. The event is specifically hosted to honor seniors in the Riviera Beach community for all the hardwork and dedication they give to the residents of Riviera Beach. The evening gives our seniors a chance to relax and engage in a dinner, dance, entertainment and an award presentations, as well as wonderful giveaway prizes.
Our seniors deserve to be recognized, and this event was well received and appreciated by many residents who attended the last event. Councilman Thomas would like to host the same event again on a Saturday, in March of 2014. The official date is still be finalized at this time.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014
Capital Expenditures	
Operating Costs	17,700
External Revenues	7,500
Program Income (city)	
In-kind Match (city)	
Net Fiscal Impact	10,200
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 :

Community benefit funds and Donations

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

The difference of $10,200 would have to raised through donations and would have to be appropriated through resolution.

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:
Night_of_Elegance_-_tentative_budget.PDF	Tentative Budget A Night of Elegance
Resolutions_3rd_Annual_Night_of_Elegance_Honoring_Our_Seniors_Citizens.docx	Resolutions 3rd Annual Night of Elegance Honoring Our Seniors Citizens

Expense Budget

Night of Elegance - Seniors

March-13

Operating	Budget	Actual	Difference ($)	Difference (%)
Photograpghy	$1,000		$ (1,000)	0.0%
Décor	$1,000		(1,000)	0.0%
Invitation Cards	$700		(700)	0.0%
Tables, Chairs, Linen, Pipe & Drape	$2,000		(2,000)	0.0%
Food	$6,000		(6,000)	0.0%
Entertainment (Music, Lighting, banner)	$5,000		(5,000)	0.0%
Awards	$1,000		(1,000)	0.0%
Giveaways	$1,000		(1,000)	0.0%
Total Expenses	**Budget**	**Actual**	**Difference ($)**	**Difference (%)**
	$ 17,700	$ -	$ (17,700)	0.0%

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE "COUNCILMAN CEDRICK THOMAS 3RD ANNUAL NIGHT OF ELEGANCE EVENT HONORING OUR SENIORS"AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Councilman Cedrick Thomas hosted the first "Night of Elegance Honoring Our Senior Citizens" on March 3, 2012, and the second event on Saturday, March 2, 2013; and

WHEREAS, the event is specifically hosted to honor the senior citizens in our community for all of the hard work and dedication they give to the residents of Riviera Beach; and

WHEREAS, Councilman Cedrick Thomas would like to host the same event again on a Saturday in March 2014.

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 authorizes the **"**Councilman Cedrick Thomas 3rd Annual Night of Elegance Honoring Our Seniors Citizens" event.

SECTION 2. The Director of Finance & Administrative Services is authorized to establish revenue and expenditure accounts to accept and disburse donations for the event.

SECTION 3. This Resolution shall become effective upon its passage and approval by the City Council

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: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: LEGISLATIVE UPDATES BY SENATOR JEFF CLEMENS, DISTRICT 27 AND REPRESENTATIVE BOBBY POWELL, DISTRICT 88.

Recommendation/Motion:

Originating Dept.	CITY MANAGER	**Costs:**	
User Dept.	ALL DEPARTMENTS	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:

LEGISLATIVE UPDATE BY SENATOR JEFF CLEMENS, DISTRICT 27, C OMMITTEE ASSIGNMENTS: BANKING AND INSURANCE, VICE CHAIR , APPROPRIATIONS SUBCOMMITTEE ON CRIMINAL AND CIVIL JUSTICE , APPROPRIATIONS SUBCOMMITTEE ON FINANCE AND TAX , CHILDREN, FAMILIES, AND ELDER AFFAIRS , ETHICS AND ELECTIONS , GAMING AND TRANSPORTATION ;

AND REPRESENTATIVE BOBBY POWELL, DISTRICT 88, COMMITTEE MEMBERSHIP: HEALTHY FAMILIES SUBCOMMITTEE , HIGHER EDUCATION & WORKFORCE SUBCOMMITTEE, LOCAL & FEDERAL AFFAIRS COMMITTEE AND TRANSPORTATION & HIGHWAY SAFETY SUBCOMMITTEE.

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: 9/4/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: Mayor Thomas A. Master proclaims September 2013 as "Literacy Awareness and Engagement Month" in the City of Riviera Beach on behalf of Bridges 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:
Bridges of Riviera Beach is a social support agency funded, in part, through the Children's Services Council of Palm Beach County. It works with families to promote self-suffiency in a variety of categories, including education. It is promoting the value of reading and other literacy activities, which this proclamation supports.

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_LITERACY_PROCLAMATION,_8-26-13.pdf	LITERACY BACKUP

PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

WHEREAS, It is a recognized fact that parents and other caring adults are our children's first and most important teachers; and

WHEREAS, When these concerned adults are engaged with children in literacy activities early and often, they create multiple benefits, including healthy brain development, increased attention spans and improved oral and written skills; and

WHEREAS, These early-learning benefits lead to future academic success and, ultimately, higher employability and lower rates of juvenile delinquency and teen pregnancy; and

WHEREAS, Bridges of Riviera Beach is dedicated to helping parents and other caring adults learn how to help our children improve their reading, offering classes, workshops and clubs that promote reading and literacy development; and

WHEREAS, All parents and concerned adults in the City of Riviera Beach are encouraged to regularly and frequently participate with our children in reading and other literacy activities for the benefit of all.

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 residents of Riviera Beach, Florida, do hereby proclaim September as "**Literacy Awareness and Engagement Month**" 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 4th day of September, 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: 9/4/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: Mayor Thomas A. Master proclaims September 2013 as "Sickle Cell Awareness Month" in the City of Riviera Beach on behalf of the Sickle Cell Foundation of Palm Beach County and Treasure Coast.

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 Sickle Cell Foundation of Palm Beach County and Treasure Coast is in its third decade fighting this deadly, incurable disease and educating people in its target area through education, outreach and support programs. It is encouraging residents to become more aware of Sickle Cell Disease.

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_SCD_PROCLAMATION,_8-26-13.pdf	SICKLE BACKUP

PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

WHEREAS, **Sickle Cell Disease** is an inherited blood disorder that causes pain, infection, disability, economic strain, even death, and has no known cure; and

WHEREAS, though primary suffers are African-Americans, **Sickle Cell Disease** is a global affliction affecting all racial and ethnic populations, but especially darker-skinned races; and

WHEREAS, even though there is no known cure for **Sickle Cell Disease**, treatment is available to help suffers lead more production and rewarding lives; and

WHEREAS, The Sickle Cell Foundation of Palm Beach County and Treasure Coast both assists individuals and families affected by **Sickle Cell Disease** and conducts education, outreach and support programs to increase community awareness; and

WHEREAS, The Foundation is celebrating its more than 30 years of work with an Open House Festival and Community Health Fair on September 14, which all City residents should consider attending to learn about this deadly disease.

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 September 2013 as **"Sickle Cell Awareness Month"** 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 4th day of September, 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: 9/4/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: Mayor Thomas A. Masters presents a Key to the City to reisdent Dan Calloway in recognition of his service to the community 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:
Mayor Thomas A. Masters is presenting a Key to the City to resident Dan Calloway, who is celebrating more than 50 years of outreach and community work this year through his Youth Recreation Association and other organizations and activities that benefit City residents. Three days of special events were held in August--The Dan Calloway Legacy Weekend--as part of this celebration of his lifelong giving.

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: 9/4/2013

Agenda Category: PUBLIC HEARING

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PLAT ENTITLED "RAPIDS SOUTH", TOTALING 6.74 ACRES LOCATED ON THE EAST SIDE OF NORTH MILITARY TRAIL, EAST OF LONE PINE GOLF COURSE, SOUTH OF PORT WEST BOULEVARD, NORTH OF UP THE GROVE LANE; AND PROVIDING AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends approval of this resolution.

Originating Dept.	CD	**Costs:**	n/a
User Dept.	City	**Funding Source:**	n/a
Advertised:	No	**Budget Account Number:**	n/a
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The City received a plat application from AJP-MLP Family Limited Partnership and CLP Rapids Waterpark, LLC., to replat 6.74 acres, known by parcel control numbers 56-42-42-36-00-000-5010 and 56-42-42-36-00-000-5150. This plat proposal provides the framework for the potential future expansion of the Rapids Waterpark. The Planning and Zoning Board unanimously recommended approval of the Rapids South Plat on June 13, 2013.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012-2013
Capital Expenditures	n/a
Operating Costs	n/a
External Revenues	n/a

Program Income (city) n/a

In-kind Match (city) n/a

Net Fiscal Impact n/a

NO. Additional FTE Positions (cumulative) n/a

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

n/a

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

None.

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:
Rapids_South_Plat_Resolution_(PA-13-01)_Sept_4,_2013.docx	Rapids South Plat Resolution (PA-13-01) Sept 4, 2013
Exhibit_A_-_Rapids_South_Plat_Sheet_1_and_2.pdf	Exhibit A - Rapids South Plat Sheet 1 and 2
Exhibit_B_-_Rapids_South_Plat_Location_Map.pdf	Exhibit B - Rapids South Plat Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PLAT ENTITLED "RAPIDS SOUTH", TOTALING 6.74 ACRES LOCATED ON THE EAST SIDE OF NORTH MILITARY TRAIL, EAST OF LONE PINE GOLF COURSE, SOUTH OF PORT WEST BOULEVARD, NORTH OF UP THE GROVE LANE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received a plat application named "Rapids South" from AJP-MLP Family Limited Partnership and CLP Rapids Waterpark, LLC., to replat 6.74 acres, known by parcel control numbers 56-42-42-36-00-000-5010 and 56-42-42-36-00-000-5150; and

WHEREAS, the Rapids South Plat complies with Florida Statutes; and

WHEREAS, the Planning and Zoning Board unanimously recommended approval of the Rapids South Plat on June 13, 2013; and

WHEREAS, the City Council desires to approve the Rapids South Plat.

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 City Council approves the plat entitled "Rapids South", attached hereto as "Exhibit A".

SECTION 2. The Mayor, City Clerk and City Engineer are authorized to sign the Rapids South Plat.

SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this _____ day of _____ , 2013.

[REMAINDER OF PAGE INTENTIONALLY 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: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RAPIDS SOUTH

LYING IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

Exhibit A
Rapids South Plat
City Council Meeting
September 4, 2013

JUNE 2013

DEDICATION:

STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, AJP-MLP FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, AND CLP RAPIDS WATERPARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNERS OF THE LAND SHOWN HEREON AS "RAPIDS SOUTH", LYING IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, LESS THE SOUTH 267 FEET, LESS THE EAST 100 FEET AND LESS THE RIGHT OF WAY MILITARY TRAIL AS DESCRIBED IN DEED BOOK 896, AT PAGE 393 AND OFFICIAL RECORD BOOK 3452, PAGE 172, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA

TOGETHER WITH A PORTION OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A FOUND PALM BEACH COUNTY BRASS DISC IN CONCRETE MARKING THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE, NORTH 87°56'09" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 36, A DISTANCE OF 810.047 METERS (2,657.63 FEET) TO THE SOUTH ONE-QUARTER (S 1/4) CORNER OF SAID SECTION 36, SAID CORNER BEING ON THE BASELINE OF SURVEY FOR STATE ROAD 809 (MILITARY TRAIL) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SECTION 93150-2505; THENCE, NORTH 01°53'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 36 AND SAID BASELINE OF SURVEY, A DISTANCE OF 202.542 METERS (664.50 FEET); THENCE, SOUTH 88°06'30" EAST ALONG A LINE AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSES, A DISTANCE OF 18.288 METERS (60.00 FEET) TO A POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE FOR SAID STATE ROAD 809 (MILITARY TRAIL) AS SHOWN ON SAID MAP, AND THE **POINT OF BEGINNING**;

THENCE, NORTH 01°53'30" EAST ALONG A LINE 18.288 METERS (60.00 FEET) EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) AND SAID BASELINE OF SURVEY, A DISTANCE OF 101.297 METERS (332.33 FEET); THENCE, SOUTH 88°04'50" EAST, A DISTANCE OF 84.735 METERS (278.00 FEET); THENCE, SOUTH 01°53'30" WEST, A DISTANCE OF 101.368 METERS (332.57 FEET); THENCE, NORTH 88°01'57" WEST, A DISTANCE OF 84.735 METERS (278.00 FEET) TO THE **POINT OF BEGINNING**.

SUBJECT TO A PERMANENT EASEMENT TO BE RETAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION ALONG THE SOUTHERLY 6.096 METERS (20.00 FEET), FOR THE PURPOSE OF DRAINAGE, ACCESS AND ROUTINE MAINTENANCE OF THE DEPARTMENT'S DRAINAGE POND.

CONTAINING OVERALL: 6.735 ACRES, MORE OR LESS

AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE, NORTH 87°56'09" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 2,657.63 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE, NORTH 01°53'30" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 664.50 FEET; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 809 (MILITARY TRAIL) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SECTION 93150-2505 AND DESCRIBED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 25027, PAGE 357, PUBLIC RECORDS, SAID PALM BEACH COUNTY, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE, NORTH 01°53'30" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING A LINE LYING 60.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, A DISTANCE OF 332.33 FEET; THENCE, SOUTH 88°04'50" EAST, A DISTANCE OF 278.00 FEET; THENCE, SOUTH 01°53'30" WEST, A DISTANCE OF 332.57 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, THENCE, SOUTH 88°01'57" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 226.77 FEET TO A PONT ON THE WEST LINE OF THAT CERTAIN 100.00 FOOT WIDE CANAL RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 816, PAGE 238, SAID PUBLIC RECORDS; THENCE, SOUTH 01°55'21" WEST, A DISTANCE OF 398.52 FEET TO THE NORTH LINE OF THE ITALIAN VILLAGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE 19, SAID PUBLIC RECORDS; THENCE, NORTH 87°56'09" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 505.15 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 809 (MILITARY TRAIL) AS DESCRIBED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 3452, PAGE 172, SAID PUBLIC RECORDS, SAID RIGHT-OF-WAY LINE BEING A CURVE CONCAVE WEST, HAVING A RADIUS OF 28841.53 FEET AND WHOSE RADIUS POINT BEARS NORTH 87°44'33" WEST; THENCE, NORTHERLY, ALONG THE SAID CURVE AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°21'57", A DISTANCE OF 184.14 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 01°53'30" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 213.54 FEET TO THE **POINT OF BEGINNING**.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY MAKE THE FOLLOWING DEDICATION:

THE INGRESS AND EGRESS EASEMENT OVER THE SOUTHERLY 20.00 FEET OF LOT 3, AS SHOWN HEREON, AND THE INGRESS AND EGRESS EASEMENT OVER THE NORTHERLY 40.00 FEET OF THE EASTERLY 40.00 FEET OF LOT 2, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY TO THE FEE SIMPLE OWNER OF LOT 1, AS SHOWN HEREON, THEIR SUCCESSORS AND OR ASSIGNS, FOR VEHICULAR AND PEDESTRIAN ACCESS FOR SAID LOT 1 TO AND FROM MILITARY TRAIL, AS SHOWN HEREON. THE MAINTENANCE OF SAID INGRESS AND EGRESS EASEMENTS ARE THE PERPETUAL OBLIGATION OF SAID FEE SIMPLE OWNER OF LOT 1, THEIR SUCCESSORS AND OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH , FLORIDA.

IN WITNESS WHEREOF, THE ABOVE NAMED FLORIDA LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS GENERAL PARTNER, AJP-MLP, INC., A FLORIDA CORPORATION, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF _____ , 2013.

AJP-MLP FAMILY LIMITED PARTNERSHIP
A FLORIDA LIMITED PARTNERSHIP

BY: **AJP-MLP, INC.**
A FLORIDA CORPORATION
AS GENERAL PARTNER

WITNESS (1):_____ BY: _____
ARTHUR J. POISSON, PRESIDENT
PRINTED NAME: _____

WITNESS (2):_____
PRINTED NAME: _____

ACKNOWLEDGMENT:

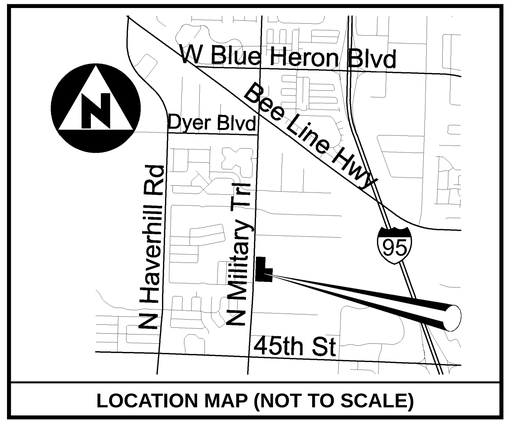
STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

BEFORE ME PERSONALLY APPEARED ARTHUR J. POISSON WHO (IS) (IS NOT) PERSONALLY KNOWN TO ME AND (HAS) (HAS NOT) PRODUCED _____ AS IDENTIFICATION, AND (DID) (DID NOT) TAKE AN OATH, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF AJP-MLP, INC, A FLORIDA CORPORATION, AS GENERAL PARTNER OF AJP-MLP FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS_____ DAY OF_____, 2013.

MY COMMISSION EXPIRES:_____ NOTARY PUBLIC:_____ SEAL: _____

PRINTED NAME: _____ COMMISSION NO. _____



LOCATION MAP (NOT TO SCALE)

IN WITNESS WHEREOF, THE ABOVE NAMED DELAWARE LIMITED LIABILITY COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS SENIOR VICE PRESIDENT, KAY S. REDLICH, THIS _____ DAY OF _____ , 2013.

CLP RAPIDS WATERPARK, LLC
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS (1):_____ BY: _____
KAY S. REDLICH, SENIOR VICE PRESIDENT
PRINTED NAME: _____

WITNESS (2):_____
PRINTED NAME: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

BEFORE ME PERSONALLY APPEARED KAY S. REDLICH, WHO (IS) (IS NOT) PERSONALLY KNOWN TO ME AND (HAS) (HAS NOT) PRODUCED _____ AS IDENTIFICATION, AND (DID) (DID NOT) TAKE AN OATH, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS SENIOR VICE PRESIDENT OF CLP RAPIDS WATERPARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND SHE ACKNOWLEDGED TO AND BEFORE ME THAT SHE EXECUTED SUCH INSTRUMENT AS SAID SENIOR VICE PRESIDENT OF SAID COMPANY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ , 2013.

MY COMMISSION EXPIRES:_____ BY:_____ SEAL: _____
NOTARY PUBLIC
PRINTED NAME: _____ COMMISSION NO. _____

TITLE CERTIFICATION:

STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

I, M. TIMOTHY HANLON, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN CLP RAPIDS WATERPARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND AJP-MLP FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD AND THAT THERE ARE ENCUMBRANCES OF RECORD, BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION CREATED BY THIS PLAT.

DATE: _____ BY:_____
M. TIMOTHY HANLON, ATTORNEY-AT-LAW LICENSED IN FLORIDA
FLORIDA BAR NO. 822833
340 ROYAL POINCIANA WAY, SUITE 321
PALM BEACH, FL 33480

GENERAL NOTES :

1. BUILDING SETBACKS SHALL CONFORM TO THE CITY OF RIVIERA BEACH ZONING CODE.
2. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY OF RIVIERA BEACH APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

BEARING AND DISTANCE NOTES:

1. THE BEARING BASIS (BASE BEARING), AS SHOWN HEREON, IS BASED ON THE STATE PLANE GRID AZIMUTH BEARING OF NORTH 87° 53'20" WEST, BETWEEN THE SOUTHEAST AND THE SOUTHWEST CORNERS OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, AS REFERENCED TO THE TRANSVERSE MERCATOR PROJECTION OF THE FLORIDA EAST ZONE, N.A.D. 83, PER THE 1990 ADJUSTMENT AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
2. THE LINEAR DIMENSIONS SHOWN HEREON ARE GROUND DISTANCES IN U.S. FEET OR METERS, WHERE APPLICABLE, AND DECIMAL PARTS THEREOF.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ACKNOWLEDGEMENT:

UNIT OF DEVELOPMENT NO. 7
STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HEREBY ACKNOWLEDGES THAT THERE ARE NO DEDICATIONS TO, NOR ANY MAINTENANCE OBLIGATIONS BEING INCURRED, ACCEPTED OR ASSUMED BY NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ON THIS PLAT.

DATED THIS _____ DAY OF _____ , 2013.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

ATTEST: _____ BY: _____
L. MARC COHN, SECRETARY
BOARD OF SUPERVISORS
ADRIAN M. SALEE, PRESIDENT
BOARD OF SUPERVISORS

CITY OF RIVIERA BEACH APPROVALS

COUNTY OF PALM BEACH, STATE OF FLORIDA

IT IS HEREBY CERTIFIED THAT THIS PLAT OF "RAPIDS SOUTH" HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY OF RIVIERA BEACH, FLORIDA , THIS _____ DAY OF _____, 2013.

BY: _____
THOMAS MASTERS, MAYOR

BY: _____
CARRIE E. WARD, MMC, CITY CLERK

BY: _____
TERRENCE BAILEY, P.E., CITY ENGINEER

SEAL
CITY OF RIVIERA BEACH

REVIEWING SURVEYOR APPROVAL:

ON BEHALF OF THE CITY OF RIVIERA BEACH, IN ACCORDANCE WITH CHAPTER 177.081 (1), FLORIDA STATUTES, THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE ORDINANCES OF THE CITY OF RIVIERA BEACH.
THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA, OR THE FIELD VERIFICATION OF THE PERMANENT CONTROL POINTS (P.C.P.S) AND MONUMENTS AT LOT/TRACT CORNERS.

THIS _____ DAY OF _____, 2013.

BY: _____
JOHN E. PHILLIPS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA NO. 4826

SEAL
CITY ENGINEER

SEAL
REVIEWING SURVEYOR

STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

THIS PLAT WAS FILED FOR RECORD

AT _____, THIS _____ DAY

OF _____, 2013.

AND DULY RECORDED IN PLAT BOOK

NO. _____ ON PAGES _____

SHARON R. BOCK
CLERK AND COMPTROLLER
OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

SEAL
AJP-MLP, INC.

SEAL
CLP RAPIDS WATERPARK, LLC

SEAL
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

SURVEYOR'S CERTIFICATION:

SEAL
STEPHEN L. SHIRLEY
P.S.M. 3918

I HEREBY CERTIFY, THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF RIVIERA BEACH, FLORIDA; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF THE CITY OF RIVIERA BEACH, FLORIDA.

BY: _____ DATED THIS _____ DAY OF _____ , 2013.
STEPHEN L. SHIRLEY, P.S.M. 3918

NOTICE:
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS INSTRUMENT WAS PREPARED BY STEPHEN L. SHIRLEY, P.S.M. 3918 IN AND FOR THE OFFICES OF ASSOCIATED LAND SURVEYORS, INC., 4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FLORIDA.

ASSOCIATED LAND SURVEYORS, INC.
4152 W. BLUE HERON BLVD.– SUITE 121
RIVIERA BEACH, FLORIDA 33404
PHONE:(561)848-2102 L.B. NO. 7344 EMAIL:ALSSURVEY@AOL.COM

RECORD PLAT
RAPIDS SOUTH

JUNE 2013

RAPIDS SOUTH

LYING IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST,
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

Exhibit A
Rapids South Plat
City Council Meeting
September 4, 2013

1" = 40'

UNPLATTED

S88°04'50"E 278.00' (84.735m)

N 885839.606
E 947299.165

N 885830.292
E 947577.020

60' 60'

R/W DEED S.R. 809
(DEED BOOK 896, PG 393)

50' 50' 10'

332.33' (101.297m)

EAST R/W LINE MILITARY TRAIL
(ORB 25027, PAGE 357)

332.57'
(101.368m)

S01°53'30"W

LOT 3
2.122 AC

WEST R/W LINE MILITARY TRAIL

WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 36
& C/L MILITARY TRAIL

545.87'

UNPLATTED

LONE PINE
GOLF COURSE
(PB 34, PG 45)

(18.288 m)
60.00'
S88°06'30"E

POINT OF
BEGINNING

20' INGRESS AND EGRESS EASEMENT

(84.735m)
278.00'

20' DRAINAGE AND ACCESS EASEMENT
(ORB 25027, PG357)

S88°01'57"E 285.95'

S88°01'57"E 226.77'

40.00'

218.82'

NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF THE
SOUTHEAST QUARTER OF SECTION 36

S01°53'30"W 40.00'

40.00'

40'x40' INGRESS AND
EGRESS EASEMENT

40.00'

N88°01'57"W

UNPLATTED

60'

BASELINE OF SURVEY FOR STATE ROAD 809 (MILITARY TRAIL)
(FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SECTION 93150-2505)

S01°53'30"W 213.54'

N. MILITARY TRAIL (PUBLIC)

N01°53'30"E

213.54'

EAST R/W LINE MILITARY TRAIL

50' 10'

POINT OF
TANGENCY

LOT 2
2.613 AC

LOT 1
2.000 AC

N01°53'30"E 398.15'

398.52'

100.00'

10' ADDITIONAL R/W
(ORB 12547, PAGE 1211)

N01°53'30"E 664.50' (202.542 m)

CA=00°21'58"
R=28781.53'
L=183.96'

S01°53'30"W 183.96'
ALONG HALF SECTION LINE

CA=00°21'57"
R=28841.53'
L=184.14'
CHB=N02°04'29"E

R/W DEED, S.R. 809
(DEED BOOK 896, PG 389)

10' ADDITIONAL R/W
(ORB 3462, PAGE 172)

S01°55'21"W

100' CANAL RIGHT OF WAY E.P.B. 10
(ORB 816, PG 238)

E. LINE S.W. 1/4, S.W. 1/4, S.E. 1/4, SEC. 36/42/42

S87°56'09"E 0.59'
C/L R/W TO
SECTION LINE

59.41'

60' 60'

SEE
DETAIL

N 885109.995
E 947274.479

286.54'

N87°44'33"W RADIAL

N87°56'09"W
NOT RADIAL

505.15'

218.61'

N 885091.797
E 947779.316

WELL ACCESS EASEMENT
(ORB 9293, PG1503)

WELL EASEMENT
(PB 45, PG 19)

LOT 1
THE ITALIAN VILLAGE
(PB 45, PG 19)

LOT 2
THE ITALIAN VILLAGE
(PB 45, PG 19)

UNPLATTED

C/L MILITARY TRAIL

267.00'

S01°53'30"W

WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 36

267.00'

SOUTHWEST CORNER
OF SECTION 36
FOUND PALM BEACH
COUNTY BRASS DISK
IN CONCRETE
FDNR CCR #053988
N 884945.14
E 944555.95

N87°50'31"W 2652.11'

SOUTH QUARTER CORNER OF
SECTION 36 (FOUND NOTHING)

N87°56'09"W 2657.63' (810.047m)

N87°53'20"W(BB) 5309.76'

SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 36
FOUND PALM BEACH COUNTY BRASS
DISK IN CONCRETE
FDNR CCR #053985
N 884749.53
E 949862.33

DETAIL
(NOT TO SCALE)

CA=00°21'58"
R=28781.53'
L=183.96'

S01°53'30"W 183.96'
ALONG HALF SECTION LINE

S87°56'09"E 0.59'
C/L R/W TO
SECTION LINE

59.41'

60' 60'

C/L MILITARY TRAIL

267.00'
S01°53'30"W

WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 36

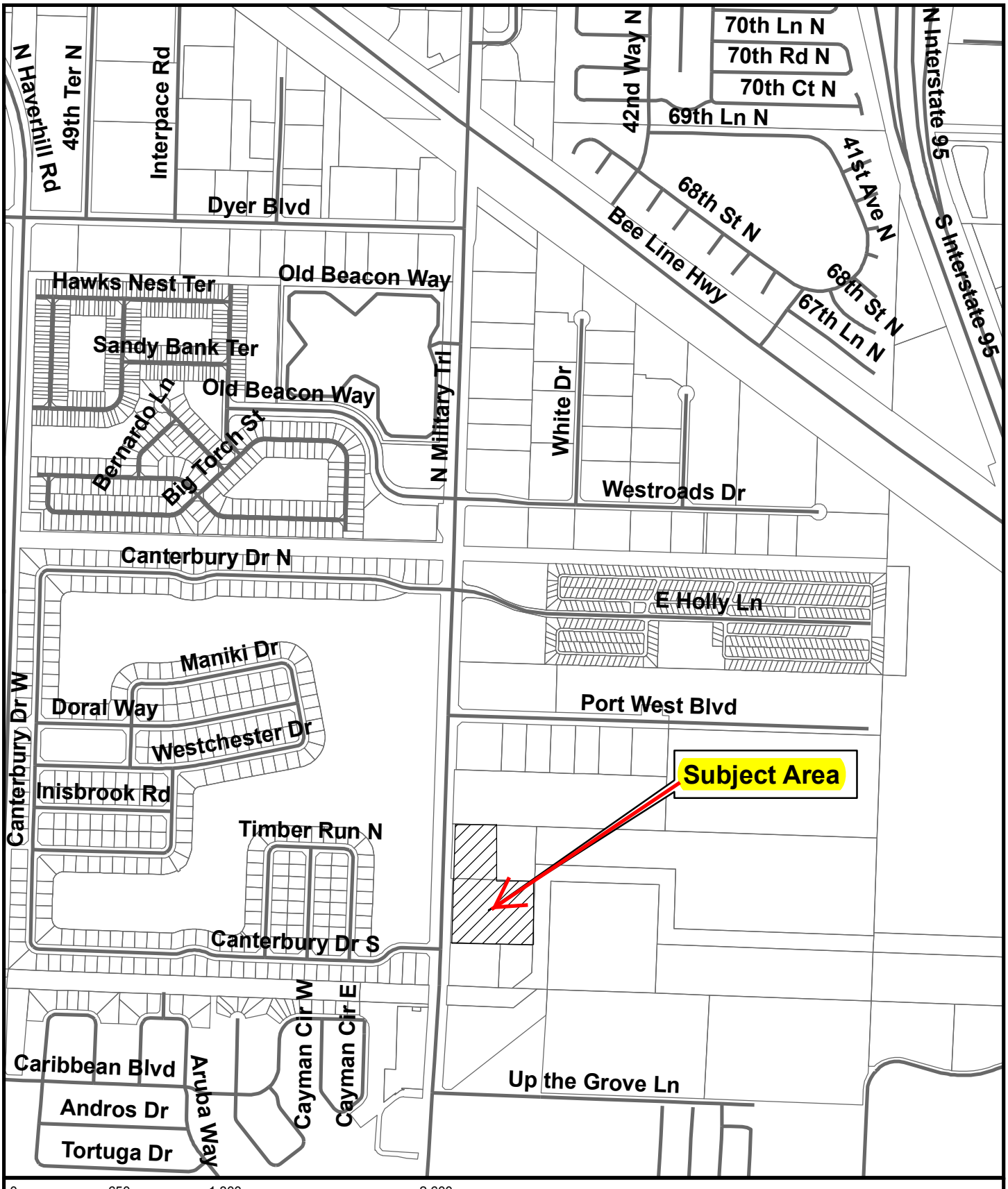
LEGEND:

AC = ACRES
(BB) = BASE BEARING
C/L = A CENTERLINE
CA = CENTRAL ANGLE
CCR = CERTIFIED CORNER RECORD
CHB = CHORD BEARING
FDNR = FLORIDA DEPARTMENT OF NATURAL RESOURCES
L = ARC LENGTH DISTANCE
m = METERS
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
R/W = RIGHT OF WAY
R = RADIUS DISTANCE
S.R. = STATE ROAD
SF = SQUARE FEET
⊙ = A SET PERMANENT REFERENCE MONUMENT STAMPED "LB 7344 P.R.M." (UNLESS OTHERWISE NOTED)

SURVEYOR'S NOTES:
1. THE COORDINATES SHOWN HEREON ARE STATE PLANE GRID COORDINATES ACCORDING TO THE TRANSVERSE MERCATOR PROJECTION OF THE FLORIDA EAST ZONE, N.A.D. 83, PER THE 1990 ADJUSTMENT.

ASSOCIATED LAND SURVEYORS, INC.
4152 W. BLUE HERON BLVD.– SUITE 121
RIVIERA BEACH, FLORIDA 33404
PHONE:(561)848-2102 L.B. NO. 7344 EMAIL:ALSSURVEY@AOL.COM

RECORD PLAT
RAPIDS SOUTH


N Haverhill Rd
49th Ter N
Interpace Rd
Dyer Blvd
42nd Way N
70th Ln N
70th Rd N
70th Ct N
69th Ln N
41st Ave N
68th St N
Bee Line Hwy
67th Ln N
N Interstate 95
S Interstate 95
Hawks Nest Ter
Old Beacon Way
Sandy Bank Ter
Bernardo Ln
Big Torch St
N Military Trl
White Dr
Westroads Dr
Canterbury Dr N
E Holly Ln
Maniki Dr
Doral Way
Canterbury Dr W
Westchester Dr
Inisbrook Rd
Port West Blvd
Subject Area
Timber Run N
Canterbury Dr S
Cayman Cir W
Cayman Cir E
Caribbean Blvd
Aruba Way
Andros Dr
Tortuga Dr
Up the Grove Ln
0
650
1,300
2,600
Feet
Subject Area
Parcels
Roads
N
Exhibit B
Rapids South Plat Location Map
City Council Meeting
September 4, 2013
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FL

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: PUBLIC HEARING

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION TO CONSTRUCT A 17,161 SQUARE FOOT COMMERCIAL BUILDING ON 1.93 ACRES, LOCATED AT THE SOUTHEAST CORNER OF WEST BLUE HERON BOULEVERD AND AUSTRALIAN AVENUE AND THE SOUTHWEST CORNER OF WEST BLUE HERON BOULEVARD AND AVENUE 'L'; AND PROVIDING AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends approval of this resolution.

Originating Dept.	CD	**Costs:**	n/a
User Dept.	City	**Funding Source:**	n/a
Advertised:	No	**Budget Account Number:**	n/a
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The property owner, Mr. Shraga Shimonovitc, desires to construct a 17,161 square foot commercial building on two vacant parcels totaling 1.93 acres along West Blue Heron Boulevard. The applicant plans to rent out vacant units in the proposed building to various commercial businesses. This development proposal is consistent with the City's Comprehensive Plan and Land Development Regulations. The Planning and Zoning Board unanimously recommended approval on July 11, 2013. The site plan has been attached as "Exhibit A", landscape plan as "Exhibit B", location map as "Exhibit C" and staff report as "Exhibit D".

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012-2013
Capital Expenditures	n/a
Operating Costs	n/a

External Revenues	n/a
Program Income (city)	n/a
In-kind Match (city)	n/a
Net Fiscal Impact	n/a
NO. Additional FTE Positions (cumulative)	n/a

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

n/a

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

None.

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_SP-10-04,_CC_Mtg._Sept_4,_2013.docx	Resolution SP-10-04, CC Mtg. Sept 4, 2013
Exhibit_A_-_Site_Plan_SP-10-04.pdf	Exhibit A - Site Plan SP-10-04
Exhibit_B_-_Landscape_Plan_SP-10-04.pdf	Exhibit B - Landscape Plan SP-10-04
Exhibit_C_-_Location_Map_SP-10-04.pdf	Exhibit C - Location Map SP-10-04
Exhibit_D_-_SP-10-04,_Staff_Report_9.4.2013.pdf	Exhibit D - SP-10-04, Staff Report 9.4.2013

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION TO CONSTRUCT A 17,161 SQUARE FOOT COMMERCIAL BUILDING ON 1.93 ACRES, LOCATED AT THE SOUTHEAST CORNER OF WEST BLUE HERON BOULEVERD AND AUSTRALIAN AVENUE AND THE SOUTHWEST CORNER OF WEST BLUE HERON BOULEVARD AND AVENUE 'L'; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 31-57, of the City of Riviera Beach Code of Ordinances sets forth the purpose of site plan review by the City; and

WHEREAS, the applicant desires to develop vacant property identified by parcel control numbers 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050; and

WHEREAS, the Planning & Zoning Board met on July 11, 2013 to review the site plan application, attached hereto as "Exhibit A" and unanimously recommended project approval; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and Land Development Code.

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 site plan for the construction of a 17,161 square foot commercial building on 1.93 acres, located at the southeast corner of West Blue Heron Boulevard and Australian Avenue and the southwest corner of West Blue Heron Boulevard and Avenue 'L', on property know by parcel control numbers 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050, attached hereto as "Exhibit A", is hereby approved with the following conditions:

1. Construction must be initiated within 18 months of receiving City Council Approval.
2. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.

3. Unity of title is required for the aforementioned property known by parcel control numbers 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050, prior to the issuance of a building permit.

4. An updated and finalized cross-access / shared driveway agreement with the adjacent property owner must be finalized and submitted to staff prior to the issuance of a building permit.

5. Areas designated for parking, landscaping, drainage or retention shall not be used for the storage of materials.

6. All future advertising must adhere to Code of Ordinances Sec. 31-554 “Advertising within the City of Riviera Beach”.

SECTION 2. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this _____ day of _____ , 2013.

[REMAINDER OF PAGE INTENTIONALLY 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: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

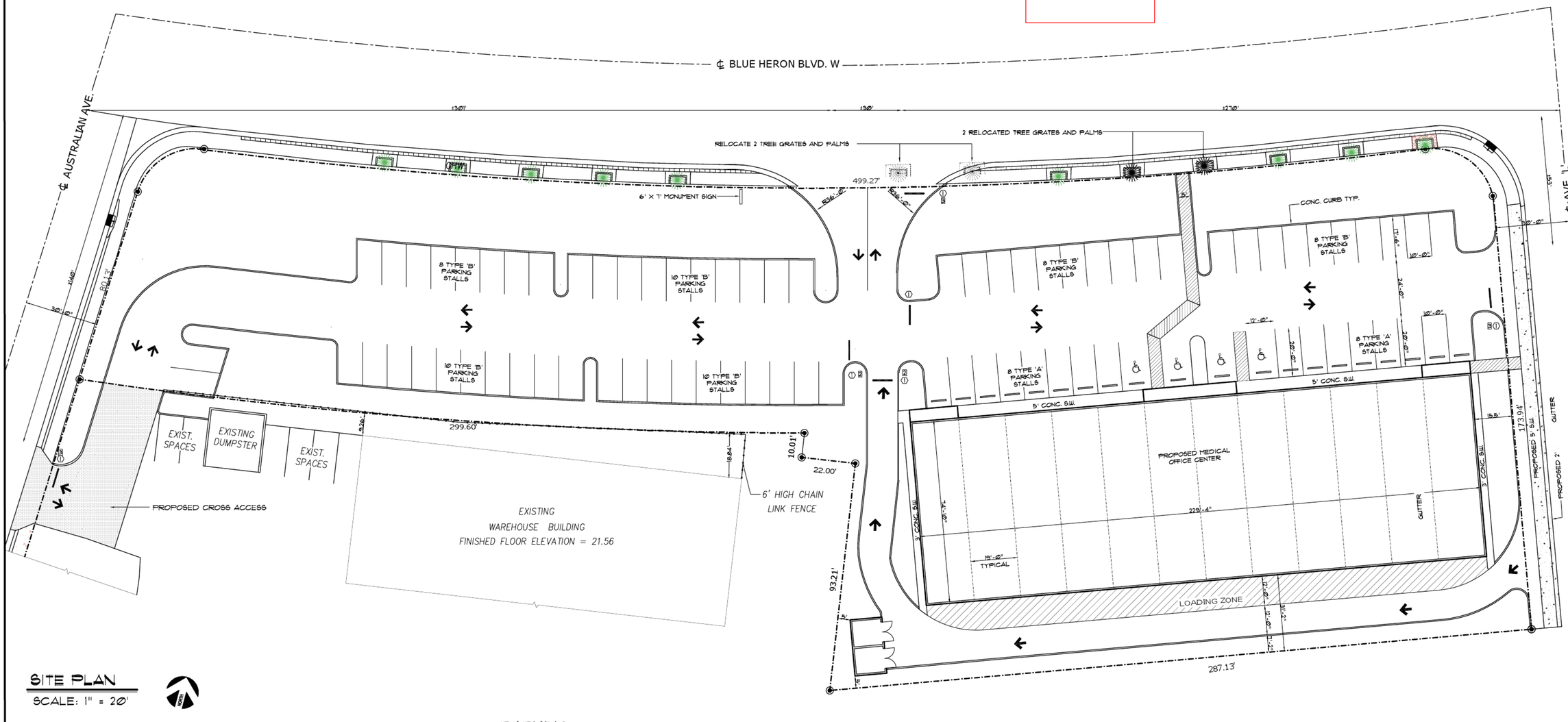
T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

EXHIBIT A - September 4, 2013
City Council Meeting



SITE PLAN

SCALE: 1" = 20'

AREAS:

BUILDING 229.3' X 75.0'	= 17,161	S.F.	19.3%
PERVIOUS (LANDSCAPED)			
LANDSCAPED	= 27,055	S.F.	32.2%
IMPERVIOUS			
PEDESTRIAN & VEHICULAR	= 39,797	S.F.	47.3%
TOTAL	= 84,013	S.F.	100.0%

LEGAL:

LOTS 1,2,3,4,5,6,7 AND 8 LESS THE SOUTHERLY 160.19 FEET THEREOF, BLOCK 'O' REPLAT OF PLAT NO. 1 LEWIS TERMINALS ACCORDING TO THE PLAT P.B. 27, PGS. 39-41 PALM BEACH COUNTY

NOTES:

LAND USE CG GENERAL COMMERCIAL DISTRICT

PARKING:

REQUIRED

MEDICAL 1 SPACE / 250 S.F. BLDG.
50% X 17,161 S.F. / 250 S.F. = 35 SPACES

OFFICE 1 SPACE / 300 S.F. BLDG.
50% X 17,161 S.F. / 300 S.F. = 27 SPACES
TOTAL = 62 SPACES

PROVIDED

10' X 20'	= 16 SPACES
10' X 17.5'	= *58 SPACES
12' X 20'	= 4 SPACES
TOTAL	= 78 SPACES*

* DOES NOT INCLUDE 2 SPACES TO BE USED BY SOUTH PROPERTY OWNER

KEY:

① STOP SIGN
② ONE WAY DO NOT ENTER
③ RIGHT TURN ONLY

POTABLE WATER DESIGN FLOWS

TABLE #11 SEC. 31-176

MEDICAL CLINIC 214 GAL. / DAY X 16 STATIONS	= 3,424 GALS. / DAY
OFFICE 21 GAL. PER PERSON X 8,850.5 / 100	= 1,859 GALS. / DAY
TOTAL	= 5,283 GALS. / DAY

SANITARY SEWER DESIGN FLOWS

TABLE #11 SEC. 31-177

MEDICAL CLINIC 180 GAL. / DAY X 16 STATIONS	= 2,880 GALS. / DAY
OFFICE 18 GAL. PER PERSON X 8,850.5 / 100	= 1,593 GALS. / DAY
TOTAL	= 4,473 GALS. / DAY

SOLID WASTE GENERATION

TABLE #IV SEC. 31-178

MEDICAL CLINIC 8 POUNDS / DAY X 16 STATIONS	= 128 POUNDS / DAY
OFFICE 1 POUND / 100 S.F. = 8,850.5 / 100 X1	= 89 POUNDS / DAY
TOTAL	= 217 POUNDS / DAY

REVISIONS
INITIAL PLAN REVIEW JUL. 12
USE CHANGE MEDICAL / OFFICE JUNE 4, 2013

CARL G. FORBES P.E. No. 20699

NOTICE

BUILDER, SUBCONTRACTOR, SUPPLIER, ETC. SHALL VERIFY ALL DIMENSIONS & CONDITIONS AT JOB SITE, WITH THE PLANS & SPECIFICATIONS PRIOR TO STARTING ANY WORK AND WITHIN SEVEN (7) CALENDAR DAYS OF BUILDERS RECEIPT OF THESE PLANS, SHALL NOTIFY ENGINEER OF RECORD OF ANY AND ALL DISCREPANCIES (WHETHER DISCREPANCIES ARE ERRORS OR OMISSION OTHERWISE CARL FORBES, P.E. WILL ASSUME NO RESPONSIBILITY FOR ANY ERRORS, AND THE BUILDER, SUB-CONTRACTOR, SUPPLIER, ETC. SHALL ASSUME FULL RESPONSIBILITY FOR ANY ERRORS AND CORRECT ERRORS AT THEIR OWN EXPENSE. ALL OF THE IDEAS, DESIGNS, DRAWINGS AND DETAILS CONTAINED WITHIN THIS LEGAL DOCUMENT, AS AN INSTRUMENT OF SERVICE TO THE CLIENT, ARE THE PROPERTY OF CARL G. FORBES P.E. . THIS DOCUMENT IS GIVEN IN CONFIDENCE AND SHALL NOT BE USED ON OTHER PROJECTS NOR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT

CARL G. FORBES, P.E.
CONSULTING ENGINEERS
1520 N.W. 107th Drive
Coral Springs, Florida 33071
email: carlforbespe@yahoo.com
(561) 243-6078 (954) 682-6651

PROPOSED MEDICAL / OFFICE CENTER

SP-10-04

SW CORNER of W BLUE HERON BLVD. & AVE. L
RIVIERA BEACH, FL 33404

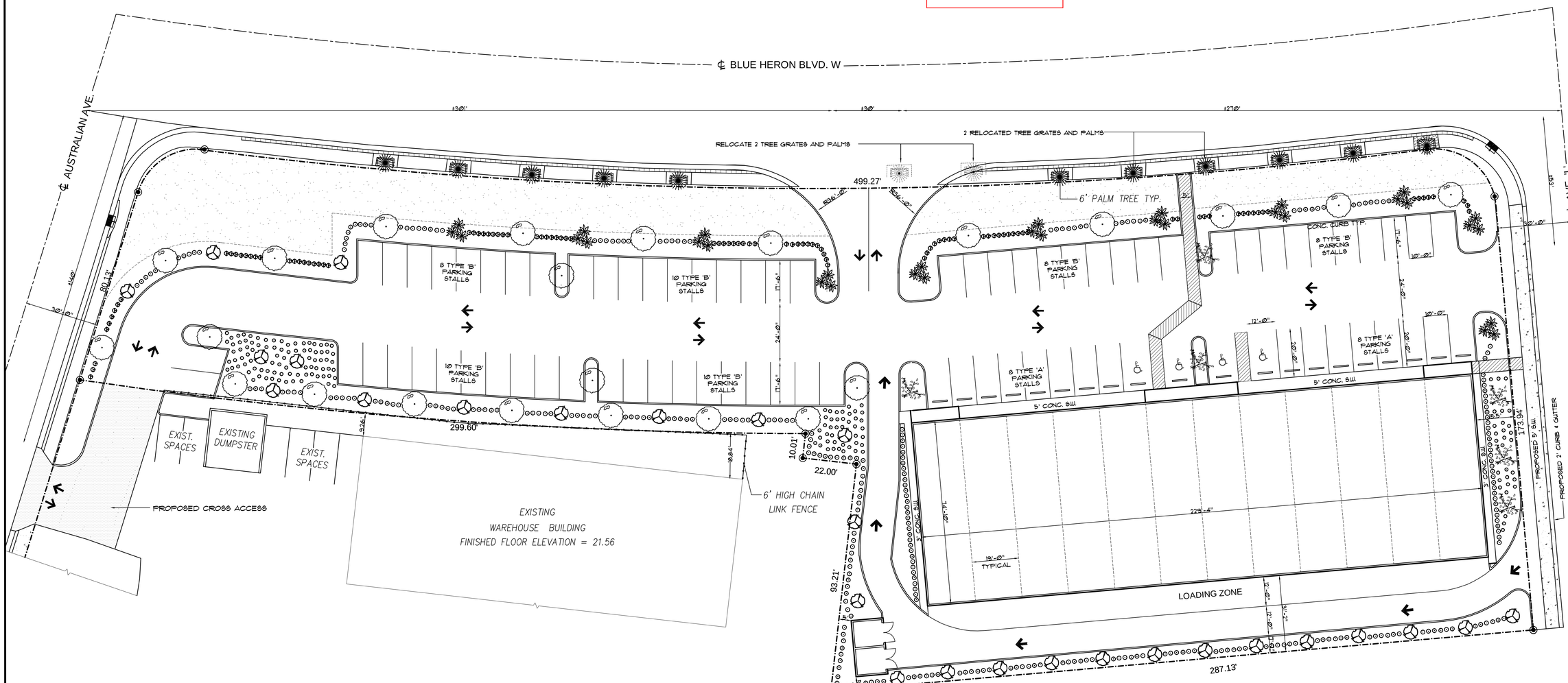
DRAWN BY: RGM
CHECKED BY: C.G.F.
DATE: 26 JAN. 09
SCALE: AS NOTED
JOB/INVOICE # R09-0

SP 1

Sht #

PDF created with pdfFactory Pro trial version www.pdffactory.com

EXHIBIT B - September 4, 2013
City Council Meeting



SITE PLAN

SCALE: 1" = 20'

NORTH

AREAS:

LOT = 84,013 S.F. ±1.93 ACRES

BUILDING 229.3' X 75.0'	= 17,161	S.F.	19.3%
PERVIOUS (LANDSCAPED) LANDSCAPED	= 27,055	S.F.	32.2%
IMPERVIOUS PEDESTRIAN & VEHICULAR	= 39,797	S.F.	47.3%
TOTAL	= 84,013	S.F.	100.0%

KEY:

MARK	COMMON NAME	SCIENTIFIC NAME	SPACING	HEIGHT	NATIVE	QTY.	DROUGHT TOLERANT	XERISCAPE POINTS	REMARKS
	TABEBUIA	TABEBUIA UMBELLATA	SEE PLAN	10' O.A. 1½' DBH 5' SPREAD	N	6	VERY		NON NATIVE
	CABBAGE PALM	SABAL PALMETTO	50' O.C. CLUSTER OF 3	6' C.T.	Y	11	VERY		NATIVE
	LIVE OAK	QUERCUS VIRGINIANA	SEE PLAN	10' O.A. 1½' DBH 5' SPREAD	Y	23	VERY		NATIVE
	WAX MYRTLE	MYRCIANTHES FRAGRANS	SEE PLAN	10' O.A. 1½' DBH 5' SPREAD	Y	27	VERY		NATIVE
	SILVER BUTTON	CONOCARPUS ERECTUS VAR. SERICEUS	2'-2½' O.C.	2' O.A.	Y		VERY		NATIVE
	COCOPLUM	CHRYSOBALANUS ICACO	2'-2½' O.C.	2' O.A.	Y		MODERATE		NATIVE
	LIRIOPE	LIRIOPE MUSCARI	SEE PLAN	6" O.A.	N		VERY		
	ST. AUGUSTINE GRASS	STENOTAPHRUM SECUNDATUM	± 11,152 S.F.		?		MODERATE		

ALL LANDSCAPED AREAS NOT COVERED W/ GRASS OR GROUND COVER SHALL HAVE A 3" DEEP COMPACTED MULCH BED

NOTES:

ALL PLANT MATERIAL TO BE FLORIDA #1 OR BETTER

ALL PLANT MATERIAL TO CONFIRM W/ CITY OF RIVIERA BEACH LANDSCAPE CODE CODE CHAPTER 31

TREES SHALL HAVE A PLANTING AREA OF 25 S.F. EA. AND COVERED W/ MULCH

ALL INVASIVE PLANT SPECIES SHALL BE REMOVED

THE SITE SHALL HAVE A PERMANENT IRRIGATION SYSTEM EQUIPPED W/ A RAIN SENSOR.

ALL TREES SHALL BE IRRIGATED W/ INDIVIDUAL BUBBLER HEADS.

REVISIONS

INITIAL PLAN REVIEW JUL. 12

USE CHANGE MEDICAL / OFFICE JUNE 4, 2013

CARL G. FORBES P.E. No. 20699

NOTICE

BUILDER, SUBCONTRACTOR, SUPPLIER, ETC. SHALL VERIFY ALL DIMENSIONS & CONDITIONS AT JOB SITE, WITH THE PLANS & SPECIFICATIONS PRIOR TO STARTING ANY WORK AND WITHIN SEVEN (7) CALENDAR DAYS OF BUILDER'S RECEIPT OF THESE PLANS, SHALL NOTIFY ENGINEER OF RECORD OF ANY AND ALL DISCREPANCIES (WHETHER DISCREPANCIES ARE ERRORS OR OMISSION OTHERWISE CARL FORBES, P.E. WILL ASSUME NO RESPONSIBILITY FOR ANY ERRORS, AND THE BUILDER, SUB-CONTRACTOR, SUPPLIER, ETC. SHALL ASSUME FULL RESPONSIBILITY FOR ANY ERRORS AND CORRECT ERRORS AT THEIR OWN EXPENSE.

ALL OF THE IDEAS, DESIGNS, DRAWINGS AND DETAILS CONTAINED WITHIN THIS LEGAL DOCUMENT, AS AN INSTRUMENT OF SERVICE TO THE CLIENT, ARE THE PROPERTY OF CARL G. FORBES P.E. THIS DOCUMENT IS GIVEN IN CONFIDENCE AND SHALL NOT BE USED ON OTHER PROJECTS NOR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT.

CARL G. FORBES, P.E.
CONSULTING ENGINEERS
1520 N.W. 107th Drive
Coral Springs, Florida 33071
email: carlforbespe@yahoo.com
(561) 243-6078 (954) 682-6651

PROPOSED MEDICAL / OFFICE CENTER

SP-10-04

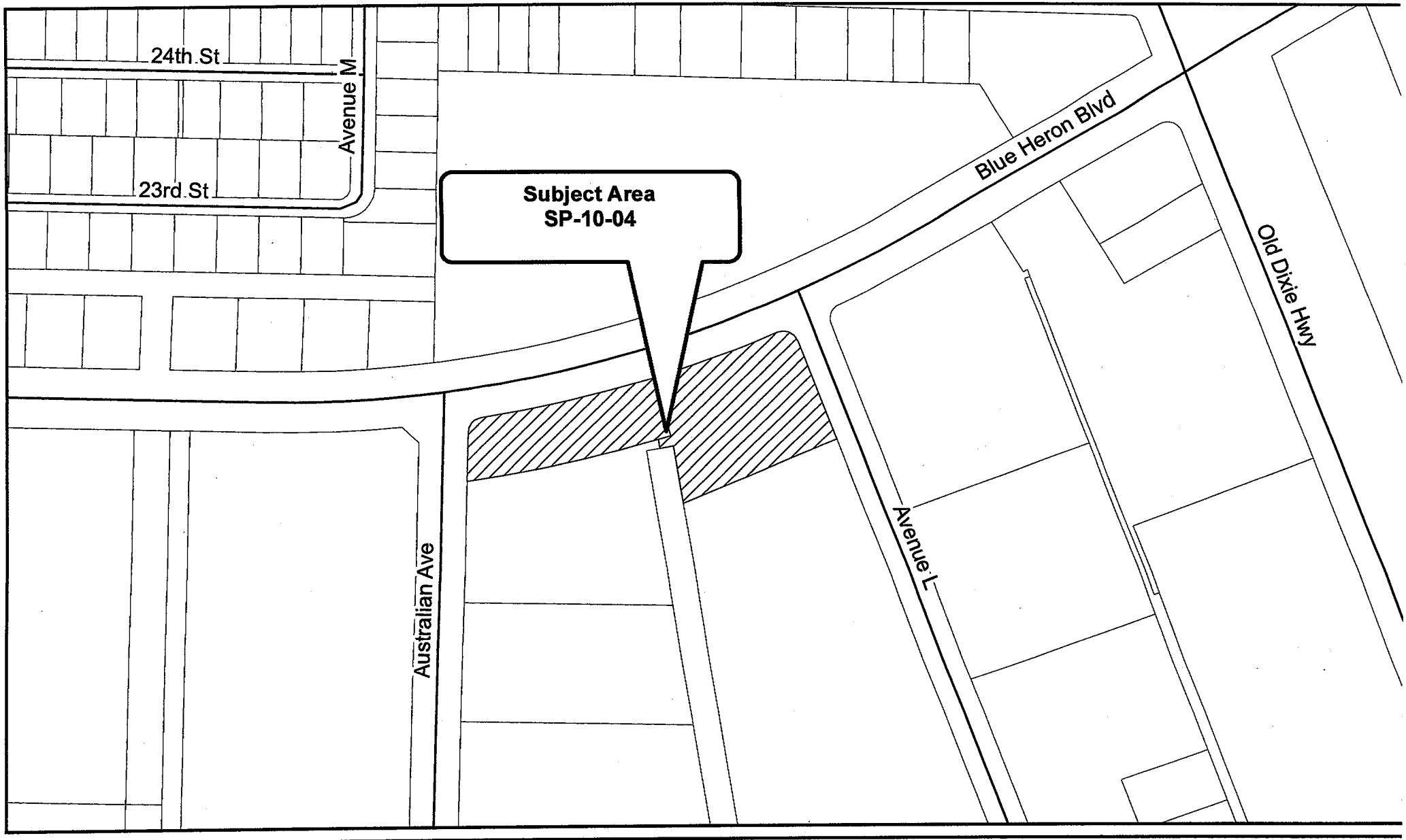
SW CORNER of W BLUE HERON BLVD. & AVE. L
RIVIERA BEACH, FL 33404

DRAWN BY: RGM
CHECKED BY: C.G.F.
DATE: 26 JAN. 09
SCALE: AS NOTED
JOB/INVOICE # R09-0

LS 1

Sht #

PDF created with pdfFactory Pro trial version www.pdffactory.com



0 250 500 1,000 Feet

N

Subject Area

Parcels

Roads

Location Map
SP-10-04

EXHIBIT C - September 4, 2013
City Council Meeting

Data and Map Disclaimer: The Data is provided as is without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The City of Riviera Beach and Palm Beach County make no warranties, expressed or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FL

EXHIBIT D - September 4, 2013
City Council Meeting

CITY OF RIVIERA BEACH - STAFF REPORT
City Council Meeting – September 4, 2013
CASE No. SP-10-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION TO CONSTRUCT A 17,161 SQUARE FOOT COMMERCIAL BUILDING ON 1.93 ACRES, LOCATED AT THE SOUTHEAST CORNER OF WEST BLUE HERON BOULEVERD AND AUSTRALIAN AVENUE AND THE SOUTHWEST CORNER OF WEST BLUE HERON BOULEVARD AND AVENUE 'L'; AND PROVIDING AN EFFECTIVE DATE.

A. Applicant: Mr. Roy G. Massa, agent for Mr. Shraga Shimonovitc (owner).

B. Request: Site Plan approval to construct a new 17,161 sq. ft. commercial building on two vacant parcels totaling 1.93 acres, known by Parcel Control Number 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050.

C. Location: The subject property is situated along the southern side of West Blue Heron Boulevard, on the southeast corner of W. Blue Heron Blvd. and Australian Avenue, and on the southwest corner of W. Blue Heron Blvd. and Avenue "L".

D. Property Description and Current Uses:
Existing Use: Vacant.
Future Land Use: Commercial.
Zoning: General Commercial (CG)

E. Adjacent Property Description and Uses:

North: W. Blue Heron Blvd., along with a vacant 6.67 acre, commercially zoned parcel (CG), with a commercial future land use, PCN: 56-43-42-28-31-023-0020. Multiple apartment buildings exist along W. Blue Heron Blvd. to the northeast (RM-15, multiple family dwelling district zoning, medium density multiple family residential future land use).

East: Avenue "L", and Atlas Sign, Co. (commercial zoning and future land use).

South: 2391 Avenue "L", the City's Public Works facility to the southeast (community facilities zoning and future land use). 2250 Australian Ave. has three commercial/industrial businesses (Fleet Pride Truck Parts / Pionite Decorative Laminates / Hardware Systems). This location has a commercial zoning and future land use designation.

West: 2001 Australian Avenue, a warehouse building with an industrial future land use and limited industrial zoning designation. Multiple industrial/commercial/office uses present.

F. Background: This commercial building proposal was initially submitted to the City for review in April of 2010 after multiple meetings with staff. Due to the economic downturn, this project proposal lost much of its initial momentum and remained on hold until 2012 when property owner, Mr. Shraga Shimonovitc and his agent, Roy

G. Massa, began to pursue this development proposal once again. The project is currently named and marketed as the “Amidar Plaza”.

G. Staff Analysis:

Proposed Use: This development proposal is designed for commercial use.

Zoning Regulations: The proposed development complies with the City’s General Commercial (CG) Land Development Regulations.

Comprehensive Plan: The proposed Medical and General Office use is consistent with the Comprehensive Plan and adheres to the Future Land Use designation of “Commercial”.

Compatibility: The proposed development is compatible with the previously mentioned zoning and future land uses on and adjacent to this location.

Levels of Service: City services such as roads, water, sewer, and garbage collection are currently available to the site.

Landscaping: Landscape code requirements have been met. The applicant has worked closely with staff and additional plant material has been added to the landscape plan with an emphasis placed on implementing native drought resistant material on site and ensuring that “right tree, right place” guidelines are followed.

Parking/Traffic: Adequate parking is provided according to the Land Development Code. PBC has provided a traffic concurrency approval letter for this development proposal.

Departmental Review: This project has been reviewed by the City’s Police, Fire, Engineering, Public Works, Utility, Building and Planning Departments; departmental comments have been satisfied.

Staff Recommendation: Staff recommends approval of the site plan with the following conditions:

1. Construction must be initiated within 18 months of receiving City Council Approval.
2. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.
3. Unity of title is required for the aforementioned property known by parcel control numbers 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050, prior to the issuance of a building permit.
4. An updated and finalized cross-access / shared driveway agreement with the adjacent property owner must be finalized and submitted to staff prior to the issuance of a building permit.
5. Areas designated for parking, landscaping, drainage or retention shall not be used for the storage of materials.
6. All future advertising must adhere to Code of Ordinances Sec. 31-554 “Advertising within the City of Riviera Beach”.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: ORDINANCE ON SECOND READING
REGULAR
DISCUSSION AND DELIBERATION

Subject: That City Council approve the ordinance to amend the Fire Pension Ordinance to change the term limits for each appointed and elected Fire Pension Board Trustee for a period of four (4) years instead of two (2) years. In addition, the Board has recommended a procedure whereby to stagger the terms.

Recommendation/Motion: That the City Council approve the Ordinance to amend the Fire Pension Plan Ordinance.

Originating Dept.	Human Resources Department	**Costs:**	There is no budgetary impact.
User Dept.	Human Resources Department	**Funding Source:**	N/A
Advertised:	Yes	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
That the Fire Pension Board has presented an Ordinance to amend the Fire Pension Plan Ordinance that each elected and appointed trustee shall serve for a period of four (4) years rather than the current two (2) years according to the attached State Statutes Section 175.061 (1)(a). Also that a process be established to stagger the terms to eliminate board member's term of office expiring at the same time.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years n/a

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 :

N/A

C. Department Fiscal Review

None

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Request that City Council approve the fire pension ordinance on first read.

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:
Ordinance-Firefighters__Pension_Fund-_7-23-13.doc	Ordinance - ff pension fund
fire_trustees.pdf	EXCERPT OF STATE STATUE 175 PLAN

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; AMENDING ARTICLE III ENTITLED "FIREFIGHTERS' PENSION PLAN", SECTION 14-47 ENTITLED "BOARD OF TRUSTEES, CREATED, POWERS, DUTIES" OF THE CITY OF RIVIERA BEACH CODE OF ORDINANCES RELATING TO THE FIRE PENSION PLAN BY PROVIDING FOR AN INCREASE IN TRUSTEE TERMS; PROVIDING FOR CODIFICATION, SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS*,* the Board of Trustees of the Firefighters' Pension Fund has recommended and approved amendments to the existing Code of Ordinances to allow for the length of the terms of trustees to change from two (2) years to four (4) years; and

WHEREAS, the Board of Trustees of the Firefighters Pension Fund has recommended and approved amendments to the existing Code of Ordinances to allow for Trustees terms to be staggered; and

WHEREAS, the Board of Trustees of the Firefighters Pension Fund has recommended and approved amendments to the existing Code of Ordinances to correct scriveners errors.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

SECTION 1. That Chapter 14, Article III, Section 14-47, "Board of Trustees'; created, powers, duties" of the Riviera Beach Code of Ordinances is hereby amended as follows:

There is hereby created a Board of Trustees of the City Firefighters' Pension Trust Fund. The Board of Trustees shall consist of five (5) members, two (2) of whom shall be legal residents of the City who shall be appointed by the City Council, and two (2) of whom shall be full-time firefighters as defined in F.S. § 175.032(1), who shall be elected by a majority of the firefighters who are members of the plan. The fifth (5th) member shall be chosen by majority of the previous four (4) members as provided for in this section, and such person's name shall be submitted to the City Council. Upon receipt of the fifth (5th) person's name, the City Council shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth (5th) member. The fifth (5th) member shall have the same rights as each of the other four (4) members appointed or elected as provided in this section and may ~~be succeeded in office~~ succeed him or herself in office. ~~Each resident member shall serve as trustee for a period of two (2) years from October 1, 1986, unless sooner replaced by the City Council, at whose pleasure the resident member shall serve, and may be succeeded as a trustee. Each firefighter member shall serve as a trustee for a period of two (2) years from October 1, 1986, unless the firefighter sooner leaves the employment of the City as a firefighter, where upon the City Council shall choose a successor in the same manner as an original appointment. Each firefighter may be succeeded in office.~~ Each new term subsequent to the effective date of this ordinance, the term of the fifth (5th) member shall be for a period of four (4) years, subject to the limitations below.

Each new term subsequent to the effective date of this ordinance, a City resident member shall serve as a trustee for four (4) years, provided however, the seat in which the person sits, whose term shall end first, of the two (2) City resident board members, shall have an initial term of ~~three (3)~~ two (2) years. All successive terms thereafter for all City resident board members will be for four (4) years unless the person is sooner replaced by the City Council, at whose pleasure the resident member shall serve. Each City resident trustee may succeed him or herself in office.

Each new term subsequent to the effective date of this ordinance, a full-time firefighter shall serve as a trustee for four (4) years, provided however, the person whose term occupies Seat 2, of the two (2) full-time firefighter board members, shall have an initial term of ~~three (3)~~ two (2) years. All successive terms thereafter for all full-time firefighter board members will be for four (4) years unless the full-time firefighter sooner leaves the employment of the City as a firefighter, where upon a successor shall be chosen in the same manner as the original appointment. Each full-time firefighter trustee may succeed him or herself in office.

*****

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and the sections of this ordinance may be renumbered to accomplish such intentions.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining parts of this ordinance.

SECTION 4. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to extent of such conflict.

SECTION 5. That this ordinance shall be in full force and effect immediately upon its final passage and adoption.

SECTION 6. Specific authority is hereby granted to codify this ordinance.

PASSED AND APPROVED on first reading this ____ day of_____,

2013.

PASSED AND ADOPTED on second and final reading this ___ day of

_____, 2013.

APPROVED:

_____
THOMAS MASTERS
MAYOR

MUNICIPAL SEAL

ATTEST:

_____
CARRIE E. WARD, MMC/AAE
CITY CLERK

_____
CEDRICK A. THOMAS
CHAIRPERSON

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
BRUCE A. GUYTON
COUNCILPERSON

_____
JUDY L. DAVIS
COUNCILPERSON

_____
TERENCE DAVIS
COUNCILPERSON

Reviewed as to legal sufficiency

_____
Pamala H. Ryan
City Attorney

Date: _____

1st READING

MOTIONED BY: _____

SECONDED BY: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T. DAVIS _____

2nd & FINAL READING

MOTIONED BY: _____

SECONDED BY: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T. DAVIS _____

CERTIFICATION OF PUBLICATION

I hereby certify that notice of the proposed enactment of this Ordinance was duly published in a newspaper of general circulation within the City of Riviera Beach as required by the applicable Florida Statutes.

_____ _____

DATE Carrie E. Ward, MMC/AAE, City Clerk

Select Year: 2012 Go

The 2012 Florida Statutes

Title XII MUNICIPALITIES | Chapter 175 FIREFIGHTER PENSIONS | View Entire Chapter

175.061 Board of trustees; members; terms of office; meetings; legal entity; costs; attorney's fees.—For any municipality, special fire control district, chapter plan, local law municipality, local law special fire control district, or local law plan under this chapter:

(1) In each municipality and in each special fire control district there is hereby created a board of trustees of the firefighters' pension trust fund, which shall be solely responsible for administering the trust fund. Effective October 1, 1986, and thereafter:

(a) The membership of the board of trustees for a chapter plan consists of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the municipality or special fire control district and must be appointed by the governing body of the municipality or special fire control district, and two of whom must be full-time firefighters as defined in s. 175.032 who are elected by a majority of the active firefighters who are members of such plan. With respect to any chapter plan or local law plan that, on January 1, 1997, allowed retired firefighters to vote in such elections, retirees may continue to vote in such elections. The fifth member shall be chosen by a majority of the previous four members as provided herein, and such person's name shall be submitted to the governing body of the municipality or special fire control district. Upon receipt of the fifth person's name, the governing body of the municipality or special fire control district shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members, shall serve as trustee for a period of 2 years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of 2 years, unless sooner replaced by the governing body at whose pleasure he or she serves, and may succeed himself or herself as a trustee. Each firefighter member shall serve as trustee for a period of 2 years, unless he or she sooner leaves the employment of the municipality or special fire control district as a firefighter, whereupon a successor shall be chosen in the same manner as an original appointment. Each firefighter may succeed himself or herself in office. The terms of office of the appointed and elected members may be amended by municipal ordinance, special act of the Legislature, or resolution adopted by the governing body of the special fire control district to extend the terms from 2 years to 4 years. The length of the terms of office shall be the same for all board members.

(b) The membership of boards of trustees for local law plans shall be as follows:

1. If a municipality or special fire control district has a pension plan for firefighters only, the provisions of paragraph (a) apply.

2. If a municipality has a pension plan for firefighters and police officers, the provisions of paragraph (a) apply, except that one member of the board must be a firefighter and one member of the

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: ORDINANCE ON SECOND READING

Subject: Amendment to CHAPTER 11, ENTITLED "NUISANCES", ARTICLE III ENTITLED "JUNKED, WRECKED, ABANDONED PROPERTY" OF THE CITY'S CODE OF ORDINANCES BY CREATING A NEW DIVISION ENTITLED "SHOPPING CARTS"

Recommendation/Motion: Adoption of the amendments to Chapter 11 entitled "Nuisances" ,Article III entitled "Junked, Wrecked, and Abandoned Property of the City's Code of Ordinances by creating a new division entitled "Shopping Carts".

Originating Dept.	Police	**Costs:**	
User Dept.	Police	**Funding Source:**	
Advertised:	Yes	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The Police Department is advancing the shopping cart ordinance for adoption on second reading. This ordinance has been prepared in conjunction with the City Attorney's office and Community Development. On first reading, the ordinance required retail establishments to provide a plan for securing their shopping carts on their property and imposed fines if the carts were recovered by the City from public property. After first reading, the Florida Retailer Federation contacted the City Attorney's Office stating that our ordinance was more restrictive than state law required. After reviewing the statute, holding meetings with staff and after consultation with the attorney for the Florida Retailer Federation, the ordinance was revised to remove the requirement for retailers to secure their shopping carts and to remove the imposition of fines. The result is an ordinance which essentially allows the City to recover shopping carts from public property; notify the retail establishments to retrieve the carts from the City; and, dispose of the carts if not retrieved. The responsibility for administration of the revised ordinance will be through the Code Enforcement division. While the revised ordinance is not as strong of an enforcement tool as originally desired, the revised ordinance will assist the Police Department in its goal to reduce the prevalence of abandoned shopping carts citywide. The Florida Retailer Federation is generally pleased with the revised ordinance.

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:
Ordinance_Shopping_Cart_7-24-2013.doc	Ordinance - SHopping Cart - 2nd Reading

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 11, ARTICLE III ENTITLED "JUNKED, WRECKED, ABANDONED PROPERTY" OF THE CITY'S CODE OF ORDINANCES BY CREATING A NEW DIVISION FOR THE REGULATION OF SHOPPING CARTS; PROVIDING FOR SEVERABILITY, CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, protecting the integrity of the City's neighborhoods is vital to the future growth of the City of Riviera Beach; and

WHEREAS, regular maintenance of properties throughout the City enhances the appearance of the City and makes it more attractive for businesses to remain and thrive in the City of Riviera Beach; and

WHEREAS, Chapter 11, Entitled "Nuisances" currently regulates nuisances and their abatement; and

WHEREAS, the abandonment of shopping carts within neighborhoods and along major traffic corridors constitutes a nuisance to the health, safety and welfare of City residents; and

WHEREAS, the City of Riviera Beach seeks a partnership with local business to prevent the misuse, theft, and abandonment of shopping carts consistent with the requirements of section 506.5131, Florida Statutes, which governs the return of shopping carts to the rightful owner; and

WHEREAS, the City Council of the City of Riviera Beach believes that amending Chapter 11 is necessary to protect the residents of the City from nuisances to the fullest extent permissible under state law and serves a public purpose.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 11, Article lll, entitled "JUNKED, WRECKED, ABANDONED PROPERTY" of the City's Code of Ordinances is hereby amended by creating a new division entitled "DIVISION 4. SHOPPING CARTS" as follows:

DIVISION 4. SHOPPING CARTS

Sec. 11-141 Findings and declaration.

The City Council makes the following findings and declarations:

(a) The accumulation of wrecked, dismantled or abandoned shopping carts, or parts thereof, on public property is found to create a condition tending to reduce property values; to promote blight and deterioration; to be aesthetically detrimental to the community; and to be injurious to the health, safety and general welfare of the City.

(b) Responsibility for minimizing or eliminating this condition rests with individuals who use shopping carts and the businesses which provide shopping carts for their patrons. Therefore, effective signage and identification on shopping carts shall be mandated, and the presence of wrecked, dismantled or abandoned shopping carts, or parts thereof, on public property is declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this division.

Sec. 11-142 Definitions.

The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or unless otherwise noted:

“Shopping cart” means a basket mounted on wheels or a similar device which is generally used in a retail establishment by a customer for the purpose of transporting goods of any kind.

“Shopping cart owner” or “owner” means any person or entity that owns a shopping cart(s) and/or furnishes a shopping cart(s) for use.

Sec. 11-143 Administration and enforcement.

Except as otherwise provided, the provisions of this article shall be administered and enforced by the City’s Code Enforcement Division of the Police Department. However, in enforcing the provisions of this article, any employee of the city may remove, or cause the removal of a shopping cart, or parts thereof, from public property.

Sec. 11-144 Shopping cart identification.

(a) Every shopping cart owner shall affix an identification sign on the shopping cart providing the name, address and phone number of the owner. If a shopping cart is only marked with a Florida Department of State registered name or mark, the shopping cart owner shall provide the city annually with the name, address and telephone number of the owner for such registered name or mark.

(b) Any shopping cart owner desiring an exemption from the identification sign requirements of subsection (a), of this section, shall file a petition for exemption with the Code Enforcement Administrator or his or her designee.

1. Upon such filing, the Code Enforcement Administrator or designee shall issue the shopping cart owner an exemption from the requirements of subsection (a) if:

   a. Physical barriers exist to prevent the removal of the shopping cart(s) from the establishment or the parking lot where utilized, which conform to all applicable building code requirements. ;

   b. Alarm mechanisms or other security devices (such as wheel locking mechanisms to be used in conjunction with an electronic barrier, or protruding arms or similar devices prohibiting the cart from being removed from the interior of the establishment) are attached to the shopping cart(s) to prevent its removal from the establishment or the parking lot where utilized;

   c. A system has been established, which may be mechanical in nature, requiring a deposit (in an amount which would not deter the use of the cart but would encourage the return of the cart) to use the shopping cart(s); or

   d. Similar methods have been adopted that would prevent the removal of its shopping cart(s) from the establishment or its parking lot where utilized.

2. Any exemption granted under subsection (a) shall expire if the grounds for the exemption cease to be maintained or used.

Sec. 11-145 Removal, storage and disposal of shopping carts found on public property.

(a) The City may remove and place into storage all shopping carts found on public property.

(b) After the City has removed identifiable shopping carts from public property, the Code Enforcement Administrator or his or her designee shall promptly provide written notice by regular mail to the shopping cart owner at the address designated on the shopping cart's identification sign. If the cart has no identification sign but the owner can otherwise be readily determined by other distinguishing characteristics or notice to the city, the Code Enforcement Administrator or designee shall mail the notice to the determined shopping cart owner. In addition to the notice sent by mail, the Code

Enforcement Administrator or designee shall post a copy of the notice at the police department. The notice shall be deemed complete upon mailing and posting by the Code Enforcement Administrator or designee, and receipt of the notice by the shopping cart owner is not required.

(1) The shopping cart owner shall have twenty (20) calendar days from the date of the notice to retrieve the shopping cart.

(2) If the shopping cart is not retrieved by its owner within said twenty (20) days, title to the shopping cart shall vest in city and may be disposed of in any manner (including discarded) as determined by the Code Enforcement Administrator or designee.

(c) *Procedures for handling unidentifiable shopping carts found on public property.* Any unidentifiable shopping carts found on public property, where the owner of the shopping cart cannot be readily determined, shall be handled as abandoned property pursuant to this code. Notwithstanding any provision or subsections to the contrary, no retrieval, storage or similar fee may be charged to the shopping cart owner except to the extent permitted by Florida Law.

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and the sections of this Ordinance may be renumbered to accomplish such intentions.

SECTION 3. If any word, phrase, clause, subsection or section of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

SECTION 4. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Specific authority is hereby granted to codify this Ordinance.

SECTION 6. That this Ordinance shall become effective immediately upon its passage on second and final reading.

PASSED AND APPROVED on the first reading this _____ day of _____, _____.

PASSED AND ADOPTED on second and final reading this _____day of _____, _____.

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

1ST READING		**2ND & FINAL READING**	
MOTIONED BY:_____		**MOTIONED BY: _____**	
SECONDED BY:_____		**SECONDED BY:_____**	
C.THOMAS	**_____**	**C. THOMAS**	**_____**
D. PARDO	**_____**	**D. PARDO**	**_____**
B. GUYTON	**_____**	**B. GUYTON**	**_____**
J. DAVIS	**_____**	**J. DAVIS**	**_____**
T. DAVIS	**_____**	**T. DAVIS**	**_____**

REVIEWED AS TO LEGAL SUFFICIENCY

_____
PAMALA HANNA RYAN, CITY ATTORNEY

DATE:_____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: ORDINANCE ON SECOND READING

Subject: AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE IX, ENTITLED "LAND DEVELOPMENT APPLICATION FEES", SECTION 31-691, ENTITLED "PURPOSE"; BY PROVIDING FOR THE WAIVER OF FEES ASSOCIATED WITH PROCESSING LARGE FAMILY CHILD CARE HOME APPLICATIONS, INCLUDING SITE PLAN APPLICATION FEES, SPECIAL EXCEPTION FEES AND ADVERTISING FEES, TO BE ADDED TO THE LAND DEVELOPMENT APPLICATION FEE SCHEDULE FOR A ONE YEAR PERIOD, REFERENCED UNDER SECTION 31-691; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends approval of this Ordinance.

Originating Dept.	CD	**Costs:**	n/a
User Dept.	City	**Funding Source:**	n/a
Advertised:	Yes	**Budget Account Number:**	n/a
Date:	Aug. 23, 2013		
Paper:	Palm Beach Post		
Affected Parties:	Not Required		

Background/Summary:
On November 3, 2010, the City Council passed Resolution No. 138-10, directing staff to develop new land development regulations for Daycare uses for consistency with House Bill 1045. The definition of a Large Family Child Care Home and conditions of approval were established via Ordinance No. 3092 on May 18, 2011. A request to establish a new Large Family Child Care Home requires approval through the special exception process, which entails staff analysis, review by the Planning and Zoning Board and final review by the City Council. Section 8 of Ordinance No. 3092 allowed for application fees for Large Family Child Care Homes to be waived for a one year period after the adoption of the Ordinance, from May 18, 2011, to May 18, 2012 and on July 17, 2013, the City Council passed Resolution No. 89-13, directing staff to provide for the waiver of fees for an additional one year period. The City Council wishes to waive the established site plan application fee ($1,500), the special exception application fee ($2,000) and the advertising fee ($1,000) for a period of one year for all Large Family Child Care Home applications. First reading was on August 7, 2013.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012-13
Capital Expenditures	n/a
Operating Costs	n/a
External Revenues	n/a
Program Income (city)	n/a
In-kind Match (city)	n/a
Net Fiscal Impact	n/a
NO. Additional FTE Positions (cumulative)	n/a

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

n/a

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

No comments.

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:
Ordinance_family_day_care_waiving_fees.pdf	Ordinance providing for waiver of fees for Large Family Child Care Home Applications
Resolution_No._89-13_LFCCH_Fee.pdf	Resolution No. 89-13 LFCCH Fee

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE IX, ENTITLED "LAND DEVELOPMENT APPLICATION FEES", SECTION 31-691, ENTITLED "PURPOSE"; BY PROVIDING FOR THE WAIVER OF FEES ASSOCIATED WITH PROCESSING LARGE FAMILY CHILD CARE HOME APPLICATIONS, INCLUDING SITE PLAN APPLICATION FEES, SPECIAL EXCEPTION FEES AND ADVERTISING FEES, TO BE ADDED TO THE LAND DEVELOPMENT APPLICATION FEE SCHEDULE FOR A ONE YEAR PERIOD, REFERENCED UNDER SECTION 31-691; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 3, 2010, the City Council passed Resolution No. 138-10, directing staff to develop new land development regulations for Daycare uses for consistency with House Bill 1045; and

WHEREAS, the definition of a Large Family Child Care Home and conditions of approval were established via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, any request to establish a new Large Family Child Care Home requires approval through the special exception process, which entails staff analysis, review by the Planning and Zoning Board and final review by the City Council; and

WHEREAS, section 8 of Ordinance No. 3092 allowed for application fees for Large Family Child Care Homes to be waived for a one year period after the adoption of the Ordinance, from May 18, 2011, to May 18, 2012; and

WHEREAS, on July 17, 2013, the City Council passed Resolution No. 89-13, directing staff to provide for the waiver of fees for an additional one year period; and

WHEREAS, the City Council wishes to waive the established site plan application fee ($1,500), the special exception application fee ($2,000) and the advertising fee ($1,000) for a period of one year for all Large Family Child Care Home applications.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the Land Development Application Fees Schedule referenced in Chapter 31 of the Code of Ordinances, entitled "Zoning", Article IX, entitled "Land Development Application Fees", Section 31-691, entitled "Purpose" is hereby amended as follows:

> All fees associated with processing Large Family Child Care Home applications, including site plan application fees, special exception fees, and advertising fees are hereby waived for a period of one year effective upon the adoption of this ordinance. This ordinance shall automatically sunset at the end of the one year period.

SECTION 2. If any word, phrase, clause, subsection or section of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

SECTION 3. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 4. This Ordinance shall become effective upon the passing and adoption of second and final reading.

SECTION 5. This Ordinance shall NOT be codified.

PASSED AND APPROVED on the first reading this _____ day of _____, 2013.

PASSED AND ADOPTED on second and final reading this _____ day of _____, 2013.

[REMAINDER OF PAGE INTENTIONALLY 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

1ST READING

MOTIONED BY:_____

SECONDED BY:_____

C. THOMAS	_____
D. PARDO	_____
B. GUYTON	_____
J. DAVIS	_____
T. DAVIS	_____

2ND & FINAL READING

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:_____

RESOLUTION NO. 89-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING STAFF TO AMEND THE APPLICATION PROCEDURE AND FEES ASSOCIATED WITH PROCESSING LARGE FAMILY CHILD CARE HOME APPLICATIONS, INCLUDING WAIVING SITE PLAN APPLICATION FEES, SPECIAL EXCEPTION FEES AND ADVERTISING FEES FOR A ONE YEAR PERIOD AND ESTABLISHING NEW LANGUAGE ALLOWING FOR LARGE FAMILY CHILD CARE HOME APPLICANTS TO SHARE APPLICATION COSTS AFTER THE ONE YEAR PERIOD EXPIRES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 3, 2010, the City Council passed Resolution No. 138-10, directing staff to develop new land development regulations for Daycare uses for consistency with House Bill 1045; and

WHEREAS, the definition of a Large Family Child Care Home and conditions of approval were established via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, any request to establish a new Large Family Child Care Home requires approval through the special exception process, which entails staff analysis, review by the Planning and Zoning Board and final approval by the City Council; and

WHEREAS, section 8 of Ordinance No. 3092 allowed for application fees for Large Family Child Care Homes to be waived for a one year period after the adoption of the Ordinance, from May 18, 2011, to May 18, 2012; and

WHEREAS, the City Council wishes to waive the established site plan application fee ($1,500), the special exception application fee ($1,500) and the advertising fee ($1,000) for a period of one year for all Large Family Child Care Home applications; and

WHEREAS, the City Council wishes to direct staff to amend the application procedure for Large Family Child Care Home applications to allow for application cost sharing opportunities after the aforementioned one year period has expired.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. City Staff is hereby directed to develop language amending the application procedure and fees due for the review and processing of Large Family Child Care Homes, the established site plan application fee ($1,500), the special exception application fee ($1,500) and the advertising fee ($1,000) for a period of one year for all Large Family Child Care Home applications.

SECTION 2. City Staff is hereby directed to amend the application procedure for Large Family Child Care Home applications to allow for application cost sharing opportunities after the aforementioned one year period has expired.

SECTION 3. That this resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this 17 **day of** July **, 2013.**

[REMAINDER OF PAGE INTENTIONALLY 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:	B. GUYTON
SECONDED BY:	J. DAVIS
C. THOMAS	AYE
D. PARDO	AYE
B. GUYTON	AYE
J. DAVIS	OUT
T. DAVIS	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: ORDINANCE ON SECOND READING

Subject: AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE III, ENTITLED "SITE PLAN REVIEW", SECTION 31-61, ENTITLED "STANDARDS FOR GRANTING SPECIAL EXCEPTIONS" BY PROVIDING AN INCREMENTAL PAYMENT PROCESS OPTION FOR REQUIRED SPECIAL EXCEPTION FEES, SITE PLAN FEES AND ADVERTISING FEES FOR LARGE FAMILY CHILD CARE HOMES, COMMUNITY RESIDENTIAL HOMES AND PLACES OF WORSHIP; AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE I, ENTITLED "IN GENERAL", SECTION 31-1, ENTITLED "DEFINITIONS" BY PROVIDING DEFINITION OF COMMUNITY RESIDENTIAL HOME; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends approval of this Ordinance.

Originating Dept.	CD	**Costs:**	n/a
User Dept.	City	**Funding Source:**	n/a
Advertised:	Yes	**Budget Account Number:**	n/a
Date:	Aug. 23, 2013		
Paper:	Palm Beach Post		
Affected Parties:	Not Required		

Background/Summary:
The City wishes to expand job options and business opportunities for our citizenry. During the July 17, 2013, City Council Meeting, the City Council provided staff directive to create an incremental payment plan option for frequently proposed micro-enterprise uses within the City that require approval via the special exception process. Staff has determined that Large Family Child Care Homes, Community Residential Homes and Places of Worship are uses requiring special exception process approval that would most frequently benefit from a incremental payment plan option. The City Council desires to implement an incremental payment plan option for these uses, to promote the overall health, safety and welfare of the community. First reading was on August 7, 2013.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012-13
Capital Expenditures	n/a
Operating Costs	n/a
External Revenues	n/a
Program Income (city)	n/a
In-kind Match (city)	n/a
Net Fiscal Impact	n/a
NO. Additional FTE Positions (cumulative)	n/a

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

n/a

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

No comments.

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:
Special_Exception_Payment_Process_Ord._August_7,_2013.docx	Special Exception Payment Process Ord.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE III, ENTITLED "SITE PLAN REVIEW", SECTION 31-61, ENTITLED "STANDARDS FOR GRANTING SPECIAL EXCEPTIONS" BY PROVIDING AN INCREMENTAL PAYMENT PROCESS OPTION FOR REQUIRED SPECIAL EXCEPTION FEES, SITE PLAN FEES AND ADVERTISING FEES FOR LARGE FAMILY CHILD CARE HOMES, COMMUNITY RESIDENTIAL HOMES AND PLACES OF WORSHIP; AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES, ENTITLED "ZONING", ARTICLE I, ENTITLED "IN GENERAL", SECTION 31-1, ENTITLED "DEFINITIONS" BY PROVIDING DEFINITION OF COMMUNITY RESIDENTIAL HOME; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to expand job options and business opportunities for our citizenry; and

WHEREAS, during the July 17, 2013, City Council Meeting, the City Council provided staff directive to create an incremental payment plan option for frequently proposed micro-enterprise uses within the City that require approval via the special exception process; and

WHEREAS, staff has determined that Large Family Child Care Homes, Community Residential Homes, and Places of Worship are uses requiring special exception process approval that would most frequently benefit from a incremental payment plan option; and

WHEREAS, the City Council desires to implement an incremental payment plan option for these uses, in order to promote the overall health, safety and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 31 of the Code of Ordinances, entitled "Zoning", Article III, entitled "Site Plan Review", Section 31-61, entitled "Standards for Granting Special Exceptions" is hereby amended as follows with additions underlined and deletions in strikethrough format (addition / ~~deletion~~) as set out below:

Sec. 31-61. Review procedures for special exceptions.

(a) *Purpose.* This section is intended to address the review procedures for those uses which have been designated as special exceptions within the permitted uses of the applicable zoning district. The city council shall decide only upon such special exceptions that are specifically authorized by the terms of this chapter, i.e., to grant special exceptions with such conditions and safeguards as are appropriate under this chapter or to deny special exceptions when not in harmony with the purpose, intent and requirements of this chapter.

(b) *Public hearings required.* A public hearing shall be held by the planning and zoning board and city council in accordance with the public hearing procedures and notice requirements in section 31-4, prior to any decision regarding a request for special exception.

(c) *Submission.* A site plan shall be submitted concurrently with the special exception. For ~~both standard~~ special exceptions ~~and PUD special exceptions~~, the grant of the special exception shall expire if a building permit is not issued within two years from the date the special exception was granted by the city council.

(d) ~~*Filing fee.* Payment of a filing fee to cover the cost of legal notice is required. The minimum fee is $75.00 and shall be nonrefundable. For application fee, see section 31-692~~

Fees. The fees for special exceptions are set out in section 31-691 of this code, which references the land development application fee schedule.

(e) *Payment Plan Option.* A payment plan option is available for the three following special exception uses: Community Residential Home, Large Family Child Care Home, and Place of Worship. The aforementioned uses may choose to utilize the payment plan option as follows:

(1) Half of the required fees due to apply for a special exception use approval (including special exception fees, site plan fees and advertising fees) may be submitted in lieu of full payment when a complete special exception application packet is officially submitted to staff. This payment will provide for review by both staff and the planning and zoning board. The remainder of fees due shall be provided by the applicant prior to application review by the city council within one year of planning and zoning board review or the application shall expire and officially be considered withdrawn.

(2) Partial payment of fees submitted through this payment plan option are non-refundable and does not guarantee a final use approval.

SECTION 2. That Chapter 31 of the Code of Ordinances, entitled “Zoning”, Article I, entitled “In General”, Section 31-1, entitled “Definitions” is hereby amended by providing a definition for Community Residential Home, as set out below:

"*Community Residential Home*" means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

SECTION 3. If any word, phrase, clause, subsection or section of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

SECTION 4. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and the sections of the Ordinance may be renumbered to accomplish such intentions.

SECTION 5. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 6. This Ordinance shall become effective upon the passing and adoption of second and final reading.

SECTION 7. Specific authority is hereby granted to codify this Ordinance.

PASSED AND APPROVED on the first reading this _____ day of _____, _____.

PASSED AND ADOPTED on second and final reading this _____ day of _____, _____.

[REMAINDER OF PAGE INTENTIONALLY 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

1ST READING		**2ND & FINAL READING**	
MOTIONED BY:_____		**MOTIONED BY: _____**	
SECONDED BY:_____		**SECONDED BY:_____**	
C. THOMAS	**_____**	**C. THOMAS**	**_____**
D. PARDO	**_____**	**D. PARDO**	**_____**
B. GUYTON	**_____**	**B. GUYTON**	**_____**
J. DAVIS	**_____**	**J. DAVIS**	**_____**
T. DAVIS	**_____**	**T. DAVIS**	**_____**

REVIEWED AS TO LEGAL SUFFICIENCY

_____
PAMALA HANNA RYAN, CITY ATTORNEY

DATE:_____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: ORDINANCE ON FIRST READING

Subject: SETTING THE MILLAGE RATE AT 8.9980 MILLS FOR FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014

Recommendation/Motion: APPROVE THE PROPOSED MILLAGE RATE OF 8.9980 MILLS

Originating Dept.	FINANCE	**Costs:**	$2300
User Dept.	ALL	**Funding Source:**	8.9980 MILLS WILL GENERATE $27,172,345 IN AD VALOREM TAXES, OF THAT AMOUNT $3,924,488 WILL GO TO THE CRA FOR TIF PAYMENT, AND $407,585 WILL BE TRANSFERRED TO THE MAJOR DISASTER FUND.
Advertised:	Yes	**Budget Account Number:**	
Date:			
Paper:	PALM BEACH COUNTY TAX COLLECTORS OFFICE-VIA TRIM NOTICE -PUBLIC HEARING SCHDULED FOR 6:30 P.M. ON MILLAGE		
Affected Parties:	Notified		

Background/Summary:
THIS IS THE FIRST OF TWO REQUIRED PUBLIC HEARINGS TO ESTABLISH A MILLAGE RATE FOR FY 2013/2014. THE PROPOSED RATE IS 8.9980 MILLS WHICH IS 4.55% HIGHER THAN THE ROLLED BACK RATE OF 8.6064.

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 :

8.9980 MILLS WILL GENERATE $27,172,345 IN AD VALOREM TAXES, OF THAT AMOUNT $3,924,488 WILL GO TO THE CRA FOR TIF PAYMENT, AND $407,585 WILL BE TRANSFERRED TO THE MAJOR DISASTER 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:
FY_2014_-_ORDINANCE_MILLAGE_RATE.doc	MILLAGE ORDINANCE FY 2013/2014
CERTIFICATION_OF_TAXABLE_VALUE_FORMS.pdf	CERTIFICATION OF TAXABLE VALUE FORMS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, FIXING THE ADJUSTED TAX VALUATION OF REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY; LEVYING A TAX ON REAL PROPERTY AND TANGIBLE BUSINESS PERSONAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 FIXING THE MILLAGE RATE OF 8.9980 MILLS THEREON FOR SAID YEAR; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the assessment of ad valorem taxes requires the establishment of a rate of taxation.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

SECTION 1: That for the fiscal year beginning October 1, 2013 and ending September 30, 2014, the adjusted valuation on all real property and tangible business personal property within the City of Riviera Beach is hereby determined to be and is fixed as follows:

(a) Real Property and Tangible Business Personal Property on which tax can be extended, exclusive of exempt homestead property, $3,178,758,390*

* Subject to final approval of the Value Adjustment Board

SECTION 2: That for the fiscal year beginning October 1, 2013 and ending September 30, 2014, a tax of 8.9980 mills, which is 4.55% more than the rolled-back rate of 8.6064 mills, on the dollar shall be, and is levied and shall be collected on all real property and tangible business personal property within the City of Riviera Beach, Florida, not specifically designated as homestead property or owned by the municipality and/or expressly exempted by the laws of the Constitution of the State of Florida for the purpose of raising funds for the improvements and government of the City, and for the payment of its obligations and expenses, and for the purpose of carrying out the purpose and duties granted and imposed by the City Charter and Code. Said real property and tangible business personal property being specifically set forth as Items A in Section 1 hereof and valued in the amount of $3,178,758,390 subject to final approval of the Value Adjustment Board.

SECTION 3: As provided by Section 200.065 (5) Florida Statutes, upon notification from the Property Appraiser of any aggregate change in the certified assessment roll, the City Manager is hereby authorized to certify to the Property Appraiser, within three (3) days of notification, an adjusted millage rate which shall be such that taxes computed by applying the adopted rate against the certified taxable value are equal to the taxable value on the roll to be extended.

SECTION 4: The millage rate is 8.9980 mills which is more than the rolled-back rate of 8.6064 mills by 4.55 percent.

SECTION 5: If any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portion of this ordinance.

SECTION 6: That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith are and the same are hereby repealed to extent of such conflict.

SECTION 7: This ordinance shall be in full force and effective October 1, 2013 upon its passage and adoption.

PASSED AND APPROVED on the first reading this _____ day of _____, _____.

PASSED AND ADOPTED on second and final reading this _____day of _____, _____.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

_____
DAWN PARDO
CHAIR PRO TEM

_____
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

_____
BRUCE A. GUYTON
COUNCILPERSON

_____
JUDY DAVIS
COUNCILPERSON

_____
TERENCE DAVIS
COUNCILPERSON

1ST READING		2ND & FINAL READING	
MOTIONED BY:_____		**MOTIONED BY: _____**	
SECONDED BY:_____		**SECONDED BY:_____**	
C. THOMAS	_____	**C. THOMAS**	_____
D. PARDO	_____	**D. PARDO**	_____
B. GUYTON	_____	**B. GUYTON**	_____
J. DAVIS	_____	**J. DAVIS**	_____
T. DAVIS	_____	**T. DAVIS**	_____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
PAMALA HANNA RYAN, B.C.S.

DATE:_____

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2013	County: PALM BEACH
Principal Authority: Riviera Beach	Taxing Authority: Riviera Beach

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 2,905,902,188			(1)
2.	Current year taxable value of personal property for operating purposes	$ 268,282,739			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 4,573,463			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 3,178,758,390			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 26,723,716			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 3,152,034,674			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 2,992,416,249			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date: 6/27/2013 8:20 AM

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	8.9980	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 26,925,761		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 3,551,767		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 23,373,994		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 436,151,166		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 2,715,883,508		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	8.6064	per $1000	(16)
17.	Current year proposed operating millage rate	8.9980	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 28,602,468		(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 23,373,994		(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	8.6064	per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 27,357,666		(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 28,602,468		(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	8.9980	per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	4.55 %		(27)

First public budget hearing	Date : 9/4/2013	Time : 6:30 PM	Place : 600 West Blue Heron Blvd, City Council Chambers, Riviera Beach, Florida 33404

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :

Date :

Title : RUTH JONES, CITY MANAGER

Contact Name and Contact Title : KAREN HOSKINS, INTERIM FINANCE DIRECTOR

Mailing Address : 600 W BLUE HERON BLVD

Physical Address : 600 WEST BLUE HERON BLVD

City, State, Zip : RIVIERA BEACH, FLORIDA 33404

Phone Number : 561/845-4041

Fax Number : 561/845-8843

Instructions on page 3

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12DER11-10
Florida Administrative Code
Eff. 05/11

Year : 2013	County : PALM BEACH
Principal Authority : Riviera Beach	Taxing Authority : Riviera Beach
Community Redevelopment Area : Riviera Beach	Base Year : 1983

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 591,873,989	(1)
2.	Base year taxable value in the tax increment area	$ 132,767,499	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 459,106,490	(3)
4.	Prior year Final taxable value in the tax increment area	$ 548,271,245	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 415,503,746	(5)

SIGN HERE — **Property Appraiser Certification** — I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser :	Date :
Electronically Certified by Property Appraiser	6/27/2013 8:20 AM

SECTION II: COMPLETED BY TAXING AUTHORITY. Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 436,151,166	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 3,551,767	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

SIGN HERE — **Taxing Authority Certification** — **I certify the calculations, millages and rates are correct to the best of my knowledge.**

Signature of Chief Administrative Officer :	Date :
Title : RUTH JONES, CITY MANAGER	Contact Name and Contact Title : KAREN HOSKINS, INTERIM FINANCE DIRECTOR
Mailing Address : 600 W BLUE HERON BLVD	Physical Address : 600 WEST BLUE HERON BLVD
City, State, Zip : RIVIERA BEACH, FLORIDA 33404	Phone Number : 561/845-4041 / Fax Number : 561/845-8843

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2013	County: PALM BEACH
Principal Authority: Riviera Beach	Taxing Authority: Riviera Beach

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	8.6064	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2012 Form DR-420MM, Line 13	16.3834	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	8.9980	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	2,992,416,249	(5)
6.	Prior year maximum ad valorem proceeds with majority vote *(Line 3 multiplied by Line 5 divided by 1,000)*	$	49,025,952	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	3,551,767	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote *(Line 6 minus Line 7)*	$	45,474,185	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	2,715,883,508	(9)
10.	Adjusted current year rolled-back rate *(Line 8 divided by Line 9, multiplied by 1,000)*	16.7438	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation *(Enter Line 10 if adjusted or else enter Line 2)*	16.7438	per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income *(See Line 12 Instructions)*		1.0169	(12)
13.	Majority vote maximum millage rate allowed *(Line 11 multiplied by Line 12)*	17.0268	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed *(Multiply Line 13 by 1.10)*	18.7295	per $1,000	(14)
15.	Current year proposed millage rate	8.9980	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16)

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. *Enter Line 13 on Line 17.*

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. *Enter Line 15 on Line 17.*

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

17.	The selection on Line 16 allows a maximum millage rate of *(Enter rate indicated by choice on Line 16)*	17.0268	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	3,178,758,390	(18)

Continued on page 2

19.	Current year proposed taxes *(Line 15 multiplied by Line 18, divided by 1,000)*	$ 28,602,468	(19)
20.	Total taxes levied at the maximum millage rate *(Line 17 multiplied by Line 18, divided by 1,000)*	$ 54,124,083	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE. SIGN AND SUBMIT.**

21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. *(The sum of all Lines 19 from each district's Form DR-420MM-P)*	$ 0	(21)
22.	Total current year proposed taxes *(Line 19 plus Line 21)*	$ 28,602,468	(22)

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 20 from each district's Form DR-420MM-P)*	$ 0	(23)
24.	Total taxes at maximum millage rate *(Line 20 plus Line 23)*	$ 54,124,083	(24)

Total Maximum Versus Total Taxes Levied

25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :

Date :

Title :
RUTH JONES, CITY MANAGER

Contact Name and Contact Title :
KAREN HOSKINS, INTERIM FINANCE DIRECTOR

Mailing Address :
600 W BLUE HERON BLVD

Physical Address :
600 WEST BLUE HERON BLVD

City, State, Zip :
RIVIERA BEACH, FLORIDA 33404

Phone Number :
561/845-4041

Fax Number :
561/845-8843

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3

RESOLUTION NO. 87-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING THE MAXIMUM MILLAGE RATE FOR FISCAL YEAR 2013-2014 AT A RATE OF 8.9980 MILLS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach City Council is required by Truth In Millage Compliance to set the maximum millage rate by the end of July ; and

WHEREAS, the City is also required to set the time and date of the first Public Hearing in September; and

WHEREAS, the public hearing cannot be the same date as the Board of County Commissioners or the School Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council set the maximum millage at 8.9980 mills for fiscal year 2013-2014.

SECTION 2. That the first public hearing be held in the City Council Chambers on Wednesday, September 4, 2013 at 6:30 p.m.

SECTION 3 This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 17 day of July, 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: D. PARDO

SECONDED BY: B. GUYTON

D. PARDO	AYE
J. DAVIS	AYE
B. GUYTON	AYE
C. THOMAS	AYE
T. DAVIS	OUT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: ORDINANCE ON FIRST READING

Subject: PUBLIC HEARING TO ADOPT THE BUDGET ON FIRST READING

Recommendation/Motion: APPROVE ORDINANCE ON FIRST READING

Originating Dept.	FINANCE	**Costs:**	
User Dept.	ALL	**Funding Source:**	
Advertised:	Yes	**Budget Account Number:**	
Date:	8/26/13		
Paper:	VIA TRIM NOTICE		
Affected Parties:	Not Required		

Background/Summary:
WORKSHOPS HAVE BEEN HELD TO RECEIVE CITY COUNCIL INPUT ON THE TENTATIVE BUDGET FOR FY 2013/2014. THE CITY COUNCIL RECOMMENDATIONS HAVE BEEN INCORPORATED IN THE ATTACHED DOCUMENT. THE SECOND STEP OF THE BUDGET ADOPTION PROCESS IS TO HOLD TWO PUBLIC HEARINGS ON THE BUDGET. THIS PUBLIC HEARING IS SCHEDULED FOR 6:30 P.M. AND WAS ADVERTISED VIA TRIM NOTICE TO ALL PROPERTY OWNERS 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:
FY_2014_-_ORDINANCE_OPERATING_BUDGET_(2).doc	Budget Ordinance on First Reading
BUDGET_BY_FUND_FY_14.xls	BUDGET BY FUND
BUDGET_ON_FIRST_READING_FY14A.pdf	FY 14 BUDGET

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, MAKING APPROPRIATIONS AND ESTABLISHING A BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager has prepared and submitted to the City Council a Budget Estimate of the expenditures and revenues of all City departments, divisions, and offices for the fiscal year commencing October 1, 2013 and ending September 30, 2014; and

WHEREAS, the City Council has met in workshop sessions and held public hearings to ascertain the amount of money that must be raised to conduct the affairs of the municipality for the Fiscal Year 2013/2014 so that the business of the municipality may be conducted on a balanced budget and on sound business principles; and

WHEREAS, it has been determined that the amount necessary to be raised by ad valorem taxes and other taxes upon all of the property, real and personal, within the corporate limits of the City of Riviera Beach will be sufficient to run the operations of the City.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1: The attached schedule shows the appropriations made for the municipal operations of the City of Riviera Beach, Florida for Fiscal Year 2013/2014.

SECTION 2: That the appropriations shown in the attached schedule are made based on the following anticipated sources of revenue for the Fiscal Year 2013/2014.

SECTION 3: This ordinance is an ordinance of precedence and all other ordinances in conflict with it are held null and void insofar as they pertain to these appropriations. The appropriations are the anticipated expenditure requirements for the City, but are not mandatory should efficient administration of City departments, divisions and offices or altered economic conditions indicate that a curtailment in certain expenditures is necessary or desirable for the general welfare of the City.

SECTION 4: The City Manager is directed to prepare and file with the City Clerk a statement of the proposed expenditures and estimated revenues for the Fiscal Year 2013/2014, which shall be entitled "Annual Budget of the City of Riviera Beach, Fiscal Year October 1, 2013 through September 30, 2014".

SECTION 5: The Director of Finance and Administrative Services is authorized to increase these appropriations by amounts representing encumbrances properly budgeted for, and carried over from Fiscal Year 2012/2013.

SECTION 6: The City Manager is hereby authorized to invite or advertise for bids for the purchase of any material, equipment, or service provided by the budget for which formal bidding is required; such bids to be returnable to the City Council or City Manager in accordance with Charter or Code provisions.

SECTION 7: If any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portion of this ordinance.

SECTION 8: This ordinance shall be effective October 1, 2013 and shall not be delivered to the Municipal Code Corporation for inclusion in the Code Book.

PASSED AND APPROVED on the first reading this _____ day of _____, _____.

PASSED AND ADOPTED on second and final reading this _____day of _____, _____.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

_____
DAWN PARDO
CHAIR PRO TEM

_____
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

_____
BRUCE A. GUYTON
COUNCILPERSON

_____
JUDY L. DAVIS
COUNCILPERSON

_____
TERENCE DAVIS
COUNCILPERSON

1ST READING		2ND & FINAL READING	
MOTIONED BY:_____		**MOTIONED BY: _____**	
SECONDED BY:_____		**SECONDED BY:_____**	
C. THOMAS	_____	**C. THOMAS**	_____
D. PARDO	_____	**D. PARDO**	_____
T. DAVIS	_____	**T. DAVIS**	_____
J. DAVIS	_____	**J. DAVIS**	_____
B. GUYTON	_____	**B. GUYTON**	_____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
PAMALA HANNA RYAN, B.C.

DATE:_____

Attachment A

REVENUES BY FUND

General Fund		
General Fund	$ 49,449,945	
Total		$ 49,449,945
Enterprise Funds		
Utility Specail District	17,433,200	
USD Renewal & Replacement	2,274,550	
USD Capital Impact Fees	8,525,000	
USD Debt	1,987,019	
Marina	1,602,743	
Stormwater	3,396,360	
Total		35,218,872
Trust Funds		
Major Disaster Fund	413,585	
Liability Insurance	4,625,015	
Total		5,038,600
Debt Service Funds		
Debt Service Fund	573,554	
Total		573,554
Special Revenue Funds		
Youth Empowerment	147,000	
STATE EMS GRANT	122,144	
CDBG GRANT	175,000	
FDOT GRANT	500,000	
BEAUTIFICATION FUND	650,000	
Total		1,594,144
Capital Funds		
Street Improvement Fund 301	508,198	
Capital Improvement Fund 302	28,302	
Impact Fee Fund 303	886,071	
Capital Improvement Fund 305	774,555	

Capital Improvement Fund 307	204,205	
Capital Improvement Fund 308	39,340	
Capital Improvement Fund 309	350,000	
Capital Acquisition Fund 310	5,693,001	
Total		8,483,672

Attachment B

EXPENDITURES BY FUND

General Fund		
General Fund	$ 49,449,945	
Total		$ 49,449,945
Enterprise Funds		
Utility Specail District	17,433,200	
USD Renewal & Replacement	2,274,550	
USD Capital Impact Fees	8,525,000	
USD Debt	1,987,019	
Marina	1,602,743	
Stormwater	3,396,360	
Total		35,218,872
Trust Funds		
Major Disaster Fund	413,585	
Liability Insurance	4,625,015	
Total		5,038,600
Debt Service Funds		
Debt Service Fund	573,554	
Total		573,554
Special Revenue Funds		
Youth Empowerment	147,000	
STATE EMS GRANT	122,144	
CDBG GRANT	175,000	
FDOT GRANT	500,000	
BEAUTIFICATION FUND	650,000	
Total		1,594,144
Capital Funds		
Street Improvement Fund 301	508,198	
Capital Improvement Fund 302	28,302	
Impact Fee Fund 303	886,071	
Capital Improvement Fund 305	774,555	

Capital Improvement Fund 307	204,205	
Capital Improvement Fund 308	39,340	
Capital Improvement Fund 309	350,000	
Capital Acquisition Fund 310	5,693,001	
Total		8,483,672

CITY OF RIVIERA BEACH

BUDGET ON FIRST READING

FISCAL YEAR 2013/2014

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CITY OF RIVIERA BEACH
ELECTED OFFICIALS

Thomas Masters
Mayor

Chair
Cedrick A. Thomas
(District 3)

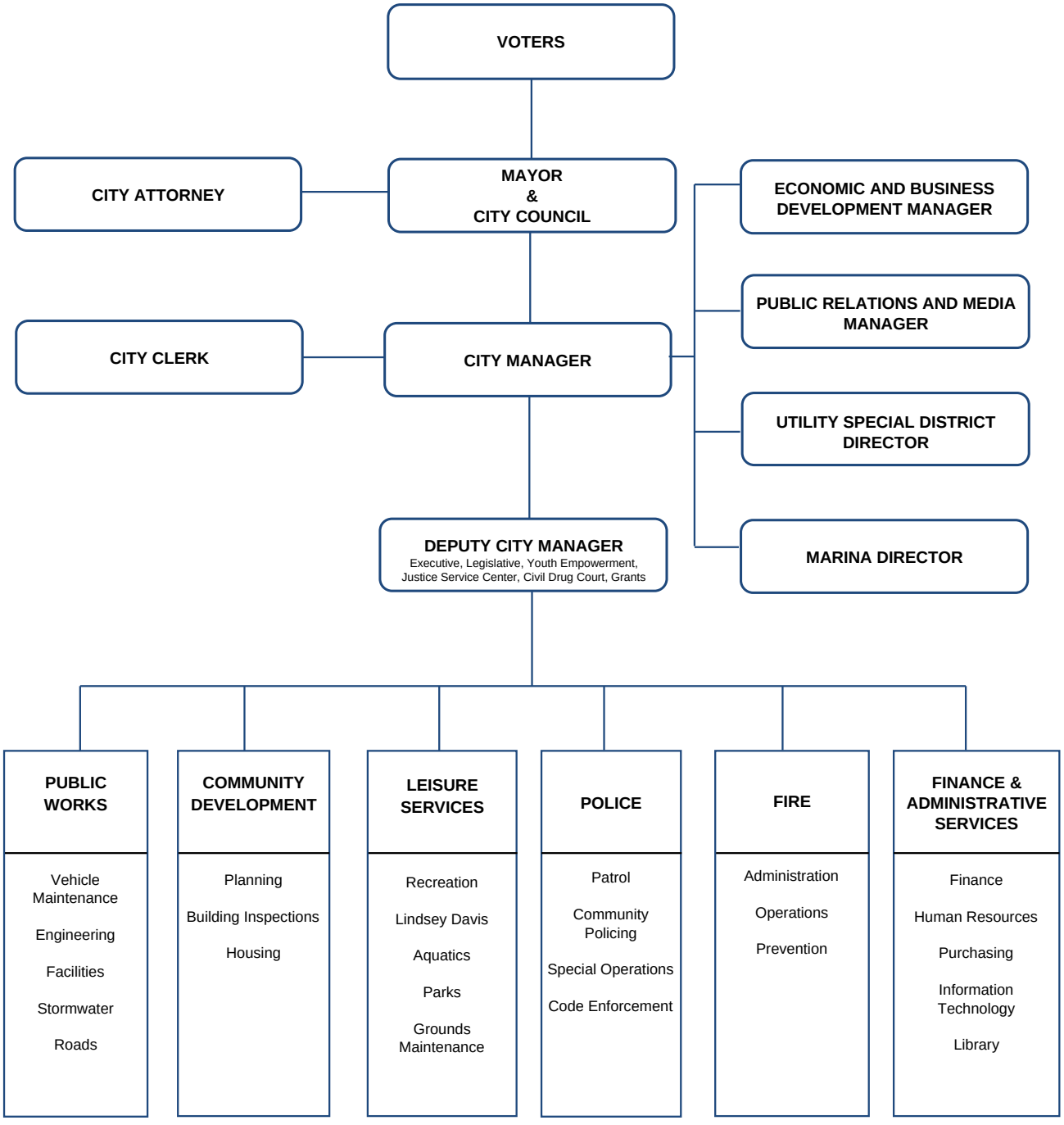
Chair Pro Tem
Dawn S. Pardo
(District 4)

Bruce A. Guyton
(District 1)

Judy L. Davis
(District 2)

Terence Davis
(District 5)

CITY OF RIVIERA BEACH
ORGANIZATIONAL CHART



GENERAL FUND

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES & USE OF RESERVES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	INC / (DEC) $	INC / (DEC) %
Revenues:					
Ad Valorem taxes (current & delinquent)	$ 26,211,191	$ 25,811,087	$ 27,472,345	$ 1,661,258	6.44%
Other taxes	7,667,196	8,141,270	7,756,716	(384,554)	-4.72%
Franchise Fees	2,540,000	2,590,000	2,610,000	20,000	0.77%
Other Fees, Permits, Licenses	3,569,822	3,174,529	3,783,318	608,789	19.18%
Grants & other shared revenues	1,462,104	1,223,959	1,272,229	48,270	3.94%
Fines	521,500	281,500	291,500	10,000	3.55%
Rents & leases	101,100	111,100	126,350	15,250	13.73%
Other revenues	157,305	124,200	165,700	41,500	33.41%
Administrative fees from Enterprise Funds	4,822,111	4,889,137	5,971,787	1,082,650	22.14%
Total Revenues	**$ 47,052,329**	**$ 46,346,782**	**$ 49,449,945**	**$ 3,103,163**	**6.70%**
Expenditures:					
Personnel	$ 31,968,964	$ 31,317,365	$ 34,021,765	$ 2,704,400	8.64%
Operating	10,308,105	10,527,320	10,571,070	43,750	0.42%
Capital Outlay	211,766	96,626	21,050	(75,576)	-78.21%
CRA TIF Payment	3,368,832	3,569,830	3,924,488	354,658	9.93%
Transfers out	831,609	835,641	911,572	75,931	9.09%
Total Expenditures	**$ 47,052,329**	**$ 46,346,782**	**$ 49,449,945**	**$ 3,103,163**	**6.70%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**-**
Use of Fund balance / Reserves	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**

GENERAL FUND EXPENDITURES BY DIVISION

DIVISION	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	INC / (DEC) $	INC / (DEC) %
LEGISLATIVE - ADMIN					
PERSONNEL Total	$ 381,424	$ 18,371		$ (18,371)	-100.00%
OPERATING Total	19,569	38,811	23,889	(14,922)	-38.45%
CAPITAL Total	-	-		-	0.00%
Grand Total	400,993	57,182	23,889	(33,293)	-58.22%
LEGISLATIVE - DISTRICT #1					
PERSONNEL Total	67,202	67,747	69,247	1,500	2.21%
OPERATING Total	8,508	8,508	11,008	2,500	29.38%
Grand Total	75,710	76,255	80,255	4,000	5.25%
LEGISLATIVE - DISTRICT #2					
PERSONNEL Total	68,489	69,034	69,338	304	0.44%
OPERATING Total	8,508	8,508	11,008	2,500	29.38%
Grand Total	76,997	77,542	80,346	2,804	3.62%
LEGISLATIVE - DISTRICT #3					
PERSONNEL Total	67,202	67,747	70,603	2,856	4.22%
OPERATING Total	8,508	8,508	11,008	2,500	29.38%
Grand Total	75,710	76,255	81,611	5,356	7.02%
LEGISLATIVE - DISTRICT #4					
PERSONNEL Total	58,967	59,512	60,368	856	1.44%
OPERATING Total	8,508	8,508	11,008	2,500	29.38%
Grand Total	67,475	68,020	71,376	3,356	4.93%
LEGISLATIVE - AT LARGE					
PERSONNEL Total	67,203	67,747	69,247	1,500	2.21%
OPERATING Total	8,508	8,508	11,008	2,500	29.38%
Grand Total	75,711	76,255	80,255	4,000	5.25%
LEGISLATIVE - MAYOR					
PERSONNEL Total	68,490	69,034	70,540	1,506	2.18%
OPERATING Total	10,883	10,883	10,608	(275)	-2.53%
Grand Total	79,373	79,917	81,148	1,231	1.54%

GENERAL FUND EXPENDITURES BY DIVISION

DIVISION	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	INC / (DEC) $	INC / (DEC) %
EXECUTIVE- CITY MANAGER					
PERSONNEL Total	710,757	750,449	1,060,783	310,334	41.35%
OPERATING Total	139,803	136,153	118,666	(17,487)	-12.84%
CAPITAL Total	6,650	6,650	6,650	-	0.00%
Grand Total	857,210	893,252	1,186,099	292,847	32.78%
GENERAL ADMINSTRATION					
PERSONNEL Total	2,933,290	3,279,183		(3,279,183)	-100.00%
OPERATING Total	1,294,104	1,307,772	1,532,814	225,042	17.21%
CAPITAL Total	-	-		-	0.00%
CRA TIF Total	3,368,832	3,569,830	3,924,488	354,658	9.93%
TRANSFERS Total	781,609	835,641	911,572	75,931	9.09%
Grand Total	8,377,835	8,992,426	6,368,874	(2,623,552)	-29.18%
INFORMATION TECHNOLOGY					
PERSONNEL Total	405,296	428,795	673,876	245,081	57.16%
OPERATING Total	305,883	288,960	273,758	(15,202)	-5.26%
CAPITAL Total	-	-		-	0.00%
Grand Total	711,179	717,755	947,634	229,879	32.03%
FINANCE - ADMINISTRATION					
PERSONNEL Total	155,018	170,875	336,674	165,799	97.03%
OPERATING Total	152,495	152,495	150,051	(2,444)	-1.60%
CAPITAL Total	-	-		-	0.00%
Grand Total	307,513	323,370	486,725	163,355	50.52%
FINANCE - ACCOUNTING					
PERSONNEL Total	413,830	419,579	613,040	193,461	46.11%
OPERATING Total	18,002	21,002	21,111	109	0.52%
CAPITAL Total	-	-		-	0.00%
Grand Total	431,832	440,581	634,151	193,570	43.94%
FINANCE - BILLING & COLLECTIONS					
PERSONNEL Total	454,780	523,514	714,233	190,719	36.43%
OPERATING Total	127,112	127,112	120,720	(6,392)	-5.03%
CAPITAL Total	5,400	5,400	11,400	6,000	111.11%
Grand Total	587,292	656,026	846,353	190,327	29.01%

GENERAL FUND EXPENDITURES BY DIVISION

DIVISION	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	INC / (DEC) $	INC / (DEC) %
CITY CLERK - RECORDS					
PERSONNEL Total	324,010	330,541	412,463	81,922	24.78%
OPERATING Total	47,028	47,028	43,152	(3,876)	-8.24%
CAPITAL Total	-	-		-	0.00%
Grand Total	371,038	377,569	455,615	78,046	20.67%
CITY CLERK - ELECTIONS					
PERSONNEL Total	-	-		-	0.00%
OPERATING Total	39,230	39,230	39,230	-	0.00%
Grand Total	39,230	39,230	39,230	-	0.00%
HUMAN RESOURCES - ADMINISTRATION & LABOR					
PERSONNEL Total	333,614	339,631	437,613	97,982	28.85%
OPERATING Total	170,144	170,144	147,617	(22,527)	-13.24%
CAPITAL Total	-	-		-	0.00%
Grand Total	503,758	509,775	585,230	75,455	14.80%
HUMAN RESOURCES - RISK MANAGEMENT					
PERSONNEL Total	130,688	132,522	170,063	37,541	28.33%
OPERATING Total	5,872	10,817	10,851	34	0.31%
CAPITAL Total	-	-		-	0.00%
Grand Total	136,560	143,339	180,914	37,575	26.21%
CITY ATTORNEY					
PERSONNEL Total	337,708	343,818	522,543	178,725	51.98%
OPERATING Total	53,086	52,586	52,679	93	0.18%
CAPITAL Total	3,000	3,000	3,000	-	0.00%
Grand Total	393,794	399,404	578,222	178,818	44.77%
COMMUNITY DEVELOPMENT - PLANNING & ZONING					
PERSONNEL Total	220,278	224,792	332,705	107,913	48.01%
OPERATING Total	26,359	27,975	25,831	(2,144)	-7.66%
Grand Total	246,637	252,767	358,536	105,769	41.84%
COMMUNITY DEVELOPMENT - BUILDING / INSPECTIONS					
PERSONNEL Total	488,404	484,527	654,089	169,562	35.00%
OPERATING Total	47,142	47,232	45,303	(1,929)	-4.08%
Grand Total	535,546	531,759	699,392	167,633	31.52%

GENERAL FUND EXPENDITURES BY DIVISION

DIVISION	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	INC / (DEC) $	INC / (DEC) %
COMMUNITY DEVELOPMENT - ADMINISTRATION					
PERSONNEL Total	230,972	188,862	244,934	56,072	29.69%
OPERATING Total	232,708	167,588	95,474	(72,114)	-43.03%
CAPITAL Total	-	-		-	0.00%
Grand Total	463,680	356,450	340,408	(16,042)	-4.50%
POLICE - ADMINISTRATION					
PERSONNEL Total	2,287,780	2,265,800	2,399,246	133,446	5.89%
OPERATING Total	846,343	834,522	678,950	(155,572)	-18.64%
CAPITAL Total	-	-		-	0.00%
Grand Total	3,134,123	3,100,322	3,078,196	(22,126)	-0.71%
POLICE - RECORDS					
PERSONNEL Total	175,366	207,692	351,704	144,012	69.34%
OPERATING Total	50,841	50,841	51,208	367	0.72%
Grand Total	226,207	258,533	402,912	144,379	55.85%
POLICE - COMMUNICATIONS					
PERSONNEL Total	794,483	825,591	1,147,842	322,251	39.03%
OPERATING Total	81,897	81,897	82,396	499	0.61%
Grand Total	876,380	907,488	1,230,238	322,750	35.57%
POLICE - EVIDENCE					
PERSONNEL Total	93,233	83,538	209,622	126,084	150.93%
OPERATING Total	38,828	39,828	40,363	535	1.34%
Grand Total	132,061	123,366	249,985	126,619	102.64%
POLICE - DISTRICT # 1					
PERSONNEL Total	1,685,105	1,548,822	1,748,625	199,803	12.90%
OPERATING Total	456,335	456,335	451,644	(4,691)	-1.03%
CAPITAL Total	-	-		-	0.00%
Grand Total	2,141,440	2,005,157	2,200,269	195,112	9.73%
POLICE - DISTRICT # 2					
PERSONNEL Total	1,778,507	1,481,883	2,150,284	668,401	45.10%
OPERATING Total	546,552	546,552	532,472	(14,080)	-2.58%
CAPITAL Total	48,000	-		-	0.00%
Grand Total	2,373,059	2,028,435	2,682,756	654,321	32.26%

GENERAL FUND EXPENDITURES BY DIVISION

DIVISION	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	INC / (DEC) $	INC / (DEC) %
POLICE - DISTRICT # 3					
PERSONNEL Total	1,773,590	1,625,732	1,730,535	104,803	6.45%
OPERATING Total	387,137	387,137	391,776	4,639	1.20%
CAPITAL Total	-	-		-	0.00%
Grand Total	2,160,727	2,012,869	2,122,311	109,442	5.44%
POLICE - INVESTIGATIONS					
PERSONNEL Total	1,384,543	1,111,832	1,385,163	273,331	24.58%
OPERATING Total	300,008	300,008	288,524	(11,484)	-3.83%
CAPITAL Total	77,858	1,000		(1,000)	-100.00%
Grand Total	1,762,409	1,412,840	1,673,687	260,847	18.46%
POLICE - MARINE					
PERSONNEL Total	154,566	146,644	94,745	(51,899)	-35.39%
OPERATING Total	36,448	36,448	36,864	416	1.14%
CAPITAL Total	-	-		-	0.00%
Grand Total	191,014	183,092	131,609	(51,483)	-28.12%
POLICE - TRAFFIC					
PERSONNEL Total	464,094	394,808	556,853	162,045	41.04%
OPERATING Total	77,404	77,404	78,379	975	1.26%
Grand Total	541,498	472,212	635,232	163,020	34.52%
POLICE - CANINE					
PERSONNEL Total	437,240	438,517	501,840	63,323	14.44%
OPERATING Total	132,425	142,325	143,635	1,310	0.92%
Grand Total	569,665	580,842	645,475	64,633	11.13%
CRA - SAFE AND CLEAN PROGRAM					
PERSONNEL Total	131,038	-	136,352	136,352	0.00%
OPERATING Total	21,839	-	21,839	21,839	0.00%
CAPITAL Total	12,000	-		-	0.00%
Grand Total	164,877	-	158,191	158,191	0.00%
POLICE - CODE ENFORCEMENT					
PERSONNEL Total	580,583	540,743	789,907	249,164	46.08%
OPERATING Total	175,904	175,904	152,412	(23,492)	-13.36%
CAPITAL Total	1,750	1,750		(1,750)	-100.00%
Grand Total	758,237	718,397	942,319	223,922	31.17%

GENERAL FUND EXPENDITURES BY DIVISION

DIVISION	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	INC / (DEC) $	INC / (DEC) %
FIRE - OPERATIONS					
PERSONNEL Total	6,443,107	6,382,347	6,415,998	33,651	0.53%
OPERATING Total	1,158,756	1,158,756	1,165,958	7,202	0.62%
CAPITAL Total	-	-		-	0.00%
Grand Total	7,601,863	7,541,103	7,581,956	40,853	0.54%
FIRE - RESCUE					
PERSONNEL Total	1,875,323	1,890,587	1,943,276	52,689	2.79%
OPERATING Total	592,936	592,936	590,417	(2,519)	-0.42%
Grand Total	2,468,259	2,483,523	2,533,693	50,170	2.02%
PUBLIC WORKS - ADMINISTRATION					
PERSONNEL Total	495,063	511,459	663,883	152,424	29.80%
OPERATING Total	120,846	225,346	325,392	100,046	44.40%
CAPITAL Total	-	18,563		(18,563)	-100.00%
Grand Total	615,909	755,368	989,275	233,907	30.97%
PUBLIC WORKS - STREETS					
PERSONNEL Total	551,798	562,294	797,417	235,123	41.81%
OPERATING Total	378,753	378,753	445,168	66,415	17.54%
CAPITAL Total	-	-		-	0.00%
Grand Total	930,551	941,047	1,242,585	301,538	32.04%
PUBLIC WORKS - PROPERTY MAINTENANCE					
PERSONNEL Total	321,233	333,327	480,839	147,512	44.25%
OPERATING Total	685,080	769,073	739,979	(29,094)	-3.78%
CAPITAL Total	-	-		-	0.00%
Grand Total	1,006,313	1,102,400	1,220,818	118,418	10.74%
PUBLIC WORKS - VEHICLE MAINTENANCE					
PERSONNEL Total	364,791	370,126	446,125	75,999	20.53%
OPERATING Total	150,888	150,888	147,301	(3,587)	-2.38%
CAPITAL Total	-	-		-	0.00%
Grand Total	515,679	521,014	593,426	72,412	13.90%
PARKS & RECREATION - RECREATIONAL ACTIVITIES					
PERSONNEL Total	527,725	531,058	614,610	83,552	15.73%
OPERATING Total	506,468	462,168	399,840	(62,328)	-13.49%
CAPITAL Total	-	-		-	0.00%
Grand Total	1,034,193	993,226	1,014,450	21,224	2.14%

GENERAL FUND EXPENDITURES BY DIVISION

DIVISION	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	INC / (DEC) $	INC / (DEC) %
PARKS & RECREATION - AQUATICS / BEACH					
PERSONNEL Total	256,465	263,298	375,874	112,576	42.76%
OPERATING Total	63,450	62,450	63,039	589	0.94%
CAPITAL Total	-	-		-	0.00%
Grand Total	319,915	325,748	438,913	113,165	34.74%
PARKS & RECREATION - PARKS MAINTENANCE					
PERSONNEL Total	659,139	674,991	860,108	185,117	27.43%
OPERATING Total	490,064	490,064	608,841	118,777	24.24%
CAPITAL Total	-	-		-	0.00%
Grand Total	1,149,203	1,165,055	1,468,949	303,894	26.08%
PARKS & RECREATION - BARRACUDA BAY AQUATIC CENTER					
PERSONNEL Total	198,369	199,049	222,903	23,854	11.98%
OPERATING Total	196,255	192,418	189,287	(3,131)	-1.63%
Grand Total	394,624	391,467	412,190	20,723	5.29%
PARKS & RECREATION - LINDSAY DAVIS COMMUNITY CENTER					
PERSONNEL Total	50,487	51,661	69,736	18,075	34.99%
OPERATING Total	29,264	28,664	25,825	(2,839)	-9.90%
Grand Total	79,751	80,325	95,561	15,236	18.97%
LIBRARY					
PERSONNEL Total	382,710	401,534	564,832	163,298	40.67%
OPERATING Total	126,269	129,392	161,380	31,988	24.72%
CAPITAL Total	57,108	48,263		(48,263)	-100.00%
Grand Total	566,087	579,189	726,212	147,023	25.38%
CIVIL DRUG COURT					
PERSONNEL Total	131,220	135,084	186,559	51,475	38.11%
OPERATING Total	11,555	14,055	18,293	4,238	30.15%
CAPITAL Total	-	-		-	0.00%
Grand Total	142,775	149,139	204,852	55,713	37.36%
PURCHASING					
PERSONNEL Total	313,609	321,039	496,354	175,315	54.61%
OPERATING Total	66,828	66,828	71,268	4,440	6.64%
CAPITAL Total	-	-		-	0.00%
Grand Total	380,437	387,867	567,622	179,755	46.34%
GENERAL FUND - TOTAL EXPENDITURES	**$ 47,052,329**	**$ 46,346,782**	**$ 49,449,945**	**$ 3,103,163**	**6.70%**

ENTERPRISE FUNDS

UTILITY SPECIAL DISTRICT - OPERATING FUND
SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Water utility	$ 10,400,000	$ 10,550,000	$ 10,866,500	$ 316,500	3.00%
Water meter connection	15,000	10,000	20,000	10,000	100.00%
Hydrant rental/ Fire lines	150,000	125,000	200,000	75,000	60.00%
Sewer utility	5,600,000	5,750,000	5,922,500	172,500	3.00%
Sewer connection fees	500	500	500	-	0.00%
Penalty & Interest on A/R	150,000	100,000	300,000	200,000	200.00%
Investment earnings	500	5,000	7,500	2,500	50.00%
Miscellaneous revenues	50,030	50,000	116,200	66,200	132.40%
Total Revenues	**$ 16,366,030**	**$ 16,590,500**	**$ 17,433,200**	**$ 842,700**	**5.08%**
Expenditures:					
Personnel	$ 4,191,730	$ 4,378,528	$ 4,700,998	$ 322,470	7.36%
Operating	9,240,119	9,210,867	9,518,183	307,316	3.34%
Capital outlay	148,200	183,000	358,000	175,000	100.00%
Transfer to Debt Service & Repair and Renewal funds	2,785,981	2,818,105	2,856,019	37,914	1.35%
Total Expenditures	**$ 16,366,030**	**$ 16,590,500**	**$ 17,433,200**	**$ 842,700**	**5.08%**
Excess of Revenues over (under) Expenditures	**-**	**-**	**-**	**-**	**-**

UTILITY SPECIAL DISTRICT - RENEWAL & REPLACEMENT FUND
SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Investment Earnings	$ 15,000	$ 15,000	$ 15,000	$ -	0.00%
Transfer from USD Operating	795,775	829,525	870,000	40,475	4.88%
Reserves	4,476,800	4,315,608	1,389,550	(2,926,058)	-67.80%
Total Revenues	**$ 5,287,575**	**$ 5,160,133**	**$ 2,274,550**	**$ (2,885,583)**	**-55.92%**
Expenditures:					
Operating	$ 680,000	$ 652,558	$ 850,000	$ 197,442	30.26%
Capital outlay	4,607,575	4,507,575	1,424,550	(3,083,025)	-68.40%
Total Expenditures	**$ 5,287,575**	**$ 5,160,133**	**$ 2,274,550**	**$ (2,885,583)**	**-55.92%**
Excess of Revenues over / (under) Expenditures	**-**		**-**	**-**	**-**

UTILITY SPECIAL DISTRICT - CAPITAL IMPACT FEES
SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Water capital improvement fees	$ 3,000	$ 3,000	$ 3,000	-	0.00%
Sewer water improvement fees	2,000	2,000	2,000	-	0.00%
Investment earnings	25,000	25,000	25,000	-	0.00%
Reserves	9,510,000	9,510,000	8,495,000	(1,015,000)	-10.67%
Total Revenues	**$ 9,540,000**	**$ 9,540,000**	**$ 8,525,000**	**$ (1,015,000)**	**-10.64%**
Expenditures:					
Capital outlay	$ 9,540,000	$ 9,540,000	$ 8,525,000	$ (1,015,000)	-10.64%
Total Expenditures	**$ 9,540,000**	**$ 9,540,000**	**$ 8,525,000**	**$ (1,015,000)**	**-10.64%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**-**

UTILITY SPECIAL DISTRICT - DEBT SERVICE FUND
SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Investment Earnings	$ 1,000	$ 1,000	$ 1,000	-	0.00%
Transfer from USD Operating	1,990,206	1,988,581	1,986,019	(2,562)	-0.13%
Total Revenues	**$ 1,991,206**	**$ 1,989,581**	**$ 1,987,019**	**$ (2,562)**	**-0.13%**
Expenditures:					
Principal	$ 711,000	$ 735,000	$ 760,000	$ 25,000	3.40%
Interest	1,280,206	1,254,581	1,227,019	(27,562)	-2.20%
Total Expenditures	**$ 1,991,206**	**$ 1,989,581**	**$ 1,987,019**	**$ (2,562)**	**-0.13%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**-**

MARINA - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Dockage fees	$ 647,813	$ 762,025	$ 763,993	$ 1,968	0.26%
Fuel & oil sales	572,000	300,000	550,000	250,000	83.33%
Retail Sales	27,620	12,000	15,000	3,000	25.00%
Parking fees	5,000	10,000	20,000	10,000	100.00%
Investment earnings	-	-		-	0.00%
Laundry	2,500	7,500	2,500	(5,000)	-66.67%
Rent & leases	149,500	121,800	60,218	(61,582)	-50.56%
Utility fee charge	-	64,800	64,432	(368)	-0.57%
Sale of surplus items	-	-		-	0.00%
Miscellaneous revenues	20,025	19,000	12,500	(6,500)	-34.21%
Total Revenues	**$ 1,424,458**	**$ 1,297,125**	**$ 1,488,643**	**$ 191,518**	**14.76%**
Expenditures:					
Personnel	$ 472,739	$ 557,409	$ 580,644	$ 23,235	4.17%
Operating	525,876	739,716	1,022,099	282,383	38.17%
Capital outlay	-	-		-	0.00%
Transfers to Debt Service and Repair and Replacement Funds	616,840	-		-	0.00%
Total Expenditures	**$ 1,615,455**	**$ 1,297,125**	**$ 1,602,743**	**$ 305,618**	23.56%
Excess of Revenues over / (under) Expenditures	**(190,997)**	**-**	**(114,100)**	**(114,100)**	0.00%
Transfers In	**$ 190,997**	**$ -**	**$ 146,150**	**$ 146,150**	0.00%

STORMWATER UTILITY - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Stormwater mgt fees	$ 1,700,000	$ 1,626,000	$ 1,626,000	-	0.00%
Service Charge - Mangonia Park	6,223	6,223	6,223	-	0.00%
Investment earnings	5,000	5,000	5,000	-	0.00%
Total Revenues	**$ 1,711,223**	**$ 1,637,223**	**$ 1,637,223**	**-**	0.00%
Expenditures:					
Personnel	$ 606,141	$ 638,969	$ 659,438	$ 20,469	3.20%
Operating	1,126,584	988,584	1,186,157	197,573	19.99%
Capital Outlay	2,537,000	3,100,500	1,550,765	(1,549,735)	-49.98%
Total Expenditures	**$ 4,269,725**	**$ 4,728,053**	**$ 3,396,360**	**$ 218,042**	**4.61%**
Excess of Revenues over / (under) Expenditures	**(2,558,502)**	**(3,090,830)**	**(1,759,137)**	**218,042**	**-7.05%**
Use of Fund balance / Reserves	**$ 2,558,502**	**$ 3,090,830**	**$ 1,759,137**	**$ (1,331,693)**	**-43.09%**

TRUST FUNDS

Liability Insurance
Major Disaster

LIABILITY INSURANCE TRUST FUND
SCHEDULE OF REVENUES & EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Investment earnings	$ 20,000	$ 20,000	$ 20,000	-	0.00%
Contributions	4,033,341	4,033,340	4,133,629	100,289	2.49%
Use of reserves	170,997	623,528	471,386	(152,142)	-24.40%
Total Revenues	**$ 4,224,338**	**$ 4,676,868**	**$ 4,625,015**	**$ (51,853)**	**-1.11%**
Expenditures:					
Workers' compensation	$ 1,023,743	$ 800,000	$ 500,000	$ (300,000)	-37.50%
Contract services	100,000	120,000	90,228	(29,772)	-24.81%
Insurance payments	2,909,598	3,726,598	3,920,687	194,089	5.21%
Transfers out	190,997	30,270	114,100	83,830	276.94%
Total Expenditures	**$ 4,224,338**	**$ 4,676,868**	**$ 4,625,015**	**$ (51,853)**	**-1.11%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**-**

MAJOR DISASTER TRUST FUND BY EXPENDITURE TYPE

EXPENDITURE TYPE	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Operating costs	$ 10,000	$ 6,000	$ 10,000	$ 4,000	66.67%
Contingency	388,634	382,666	403,585	20,919	5.47%
Total	**$ 398,634**	**$ 388,666**	**$ 413,585**	**$ 24,919**	**6.41%**

DEBT SERVICE FUND

DEBT SERVICE FUND - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Transfers In	$ 273,975	$ 273,975	$ 573,554	$ 299,579	109%
Total Revenues	**$ 273,975**	**$ 273,975**	**$ 573,554**	**$ 299,579**	**109%**
Expenditures:					
Principal Payments	$ 225,843	$ 235,220	$ 498,691	$ 263,471	112%
Interest Payments	48,132	38,755	74,863	36,108	93%
Total Expenditures	**$ 273,975**	**$ 273,975**	**$ 573,554**	**$ 299,579**	**109%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**0%**

SPECIAL REVENUE FUNDS

YOUTH EMPOWERMENT FUND 151 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
TRANSFER FROM GENERAL FUND	$ 100,000	$ 100,000	$ 147,000	47,000	47.00%
JUSTICE GRANT	62,070	70,890	-	(70,890)	-100.00%
Total Revenues	**$ 162,070**	**$ 170,890**	**$ 147,000**	**$ (23,890)**	**-13.98%**
Expenditures:					
Personnel	130,000	130,000	140,000	10,000	7.69%
Operating	32,070	40,890	7,000	(33,890)	-82.88%
Capital Outlay				-	0.00%
Total Expenditures	**$ 162,070**	**$ 170,890**	**$ 147,000**	**$ (23,890)**	**-13.98%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**0.00%**
Use of Fund balance / Reserves	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**

STATE EMS GRANT FUND 107 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
STATE EMS GRANT			$ 122,144		
				-	0.00%
Total Revenues	**$ -**	**$ -**	**$ 122,144**	**$ -**	**0.00%**
Expenditures:					
Operating		-	-	-	0.00%
Capital Outlay			122,144	122,144	0.00%
Total Expenditures	**$ -**	**$ -**	**$ 122,144**	**$ -**	**0.00%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**0.00%**
Use of Fund balance / Reserves	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**

CDBG FUND 108 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
CDBG GRANT	$ 175,000	$ 175,000	$ 175,000		
Total Revenues	**$ 175,000**	**$ 175,000**	**$ 175,000**	**$ -**	**0.00%**
Expenditures:					
Operating		-	-	-	0.00%
Capital Outlay	175,000	175,000	175,000	-	0.00%
Total Expenditures	**$ 175,000**	**$ 175,000**	**$ 175,000**	**$ -**	**0.00%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**0.00%**
Use of Fund balance / Reserves	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**

FDOT GRANT 106 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
FDOT GRANT			$ 500,000	500,000	0.00%
Total Revenues	**$ -**	**$ -**	**$ 500,000**	**$ 500,000**	**0.00%**
Expenditures:					
Operating		-	-	-	
Capital Outlay			500,000	500,000	0.00%
Total Expenditures	**$ -**	**$ -**	**$ 500,000**	500,000	0.00%
Excess of Revenues over / (under) Expenditures	**-**	**-**	**-**	**-**	**0.00%**
Use of Fund balance / Reserves	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**

BEAUTIFICAION FUND 109 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
				-	0.00%
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**
Expenditures:					
Operating		-	-	-	0.00%
Capital Outlay			650,000	650,000	0.00%
Total Expenditures	**$ -**	**$ -**	**$ 650,000**	**$ -**	**0.00%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**(650,000)**	**(650,000)**	**0.00%**
Use of Fund balance / Reserves	**$ -**	**$ -**	**$ 650,000**	**$ 650,000**	**0.00%**

CAPITAL FUNDS

STREET IMPROVEMENTS FUND 301 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Second Local Option Fuel Tax	$ 221,833	$ 230,000	$ 202,000	$ (28,000)	-12.17%
Investment earnings	6,000	3,000	3,000	-	0.00%
Fund Balance			303,198	303,198	0.00%
Total Revenues	**$ 227,833**	**$ 233,000**	**$ 508,198**	**$ 275,198**	**118.11%**
Expenditures:					
Operating	207,833	-	-	-	0.00%
Capital Outlay	20,000	351,500	508,198	156,698	44.58%
Total Expenditures	**$ 227,833**	**$ 351,500**	**$ 508,198**	**$ -**	**0.00%**
Excess of Revenues over / (under) Expenditures	**-**	**(118,500)**	**-**	**118,500**	**-100.00%**
Use of Fund balance / Reserves	**$ -**	**$ 118,500**	**$ -**	**$ (118,500)**	**-100.00%**

CAPITAL IMPROVEMENT FUND 302 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
'Fund Balance					
Investment earnings	-	-		-	0.00%
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**	0.00%
Expenditures:					
Capital Outlay	-	-	28,302	28,302	0.00%
Total Expenditures	**$ -**	**$ -**	**$ 28,302**	**$ 28,302**	**0.00%**
Excess of Revenues over / (under) Expenditures	**-**	**-**	**(28,302)**	**(28,302)**	**0.00%**
Use of Fund balance / Reserves	**$ -**	**$ -**	**$ 28,302**	**$ 28,302**	**0.00%**

IMPACT FEES FUND 303 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Impact Fees	$ 16,700	$ 130,000	$ 20,000	$ (110,000)	-84.62%
Investment earnings	5,000	7,200	6,000	(1,200)	-16.67%
Total Revenues	**$ 21,700**	**$ 137,200**	**$ 26,000**	**$ (111,200)**	-81.05%
Expenditures:					
Operating	-	-	-	-	0.00%
Capital Outlay	1,616,000	1,737,000	886,071	(850,929)	-48.99%
Total Expenditures	**$ 1,616,000**	**$ 1,737,000**	**$ 886,071**	**$ (850,929)**	**-48.99%**
Excess of Revenues over / (under) Expenditures	**(1,594,300)**	**(1,599,800)**	**(860,071)**	**(962,129)**	**60.14%**
Use of Fund balance / Reserves	**$ 1,594,300**	**$ 1,599,800**	**$ 860,071**	**$ (739,729)**	**-46.24%**

CAPITAL IMPROVEMENT FUND 305 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Investment earnings	2,500	200	4,000	3,800	1900.00%
Total Revenues	**$ 2,500**	**$ 200**	**$ 4,000**	**$ 3,800**	1900.00%
Expenditures:					
Capital Outlay	104,200	4,000	774,555	770,555	19263.88%
Total Expenditures	**$ 104,200**	**$ 4,000**	**$ 774,555**	**$ 770,555**	**19263.88%**
Excess of Revenues over / (under) Expenditures	**(101,700)**	**(3,800)**	**(770,555)**	**(766,755)**	**20177.76%**
Use of Fund balance / Reserves	**$ 101,700**	**$ 3,800**	**$ 770,555**	**$ 766,755**	**20177.76%**

CAPITAL IMPROVEMENT FUND 307 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
		-		-	0.00%
Investment earnings	-	1,000	205	(795)	-79.50%
Total Revenues	**$ -**	**$ 1,000**	**$ 205**	**$ (795)**	-79.50%
Expenditures:					
Capital Outlay	-	190,452	204,205	13,753	7.22%
Total Expenditures	**$ -**	**$ 190,452**	**$ 204,205**	**$ 13,753**	**7.22%**
Excess of Revenues over / (under) Expenditures	**-**	**(189,452)**	**(204,000)**	**(14,548)**	**7.68%**
Use of Fund balance / Reserves	**$ -**	**$ 189,452**	**$ 204,000**	**$ 14,548**	**7.68%**

CAPITAL IMPROVEMENT FUND 308 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
				-	0.00%
Investment earnings	1,000	200	340	140	70.00%
Total Revenues	**$ 1,000**	**$ 200**	**$ 340**	**$ 140**	70.00%
Expenditures:					
Capital Outlay	92,300	85,840	39,340	(46,500)	-54.17%
Total Expenditures	**$ 92,300**	**$ 85,840**	**$ 39,340**	**$ (46,500)**	**-54.17%**
Excess of Revenues over / (under) Expenditures	**(91,300)**	**(85,640)**	**(39,000)**	**(46,360)**	**54.13%**
Use of Fund balance / Reserves	**$ -**	**$ 91,300**	**$ 39,000**	**$ (52,300)**	**-57.28%**

CAPITAL IMPROVEMENT FUND 309 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Investment Earnings			500	500	0.00%
Total Revenues	**$ -**	**$ -**	**$ 500**	**$ 500**	0.00%
Expenditures:					
Capital Outlay			350,000	350,000	0.00%
Total Expenditures	**$ -**	**$ -**	**$ 350,000**	**$ 350,000**	**0.00%**
Ending Fund Balance	**$ -**	**$ -**	**$ (349,500)**	**$ 349,500**	**0.00%**

CAPITAL IMPROVEMENT FUND 310 - SCHEDULE OF REVENUES AND EXPENDITURES

	ADOPTED BUDGET FY 2011/2012	ADOPTED BUDGET FY 2012/2013	BUDGET FY 2013/2014	Inc / (Dec) $	Inc/ (Dec) %
Revenues:					
Beginning Fund Balance	12,816,536	12,301,880	5,688,001	(6,613,879)	-53.76%
Investment Earnings	4,500	4,500	5,000	500	11.11%
Total Revenues	**$ 12,821,036**	**$ 12,306,380**	**$ 5,693,001**	**$ (6,613,379)**	-53.74%
Expenditures:					
Capital Outlay	519,156	3,854,721	5,693,001	1,838,280	47.69%
Total Expenditures	**$ 519,156**	**$ 3,854,721**	**$ 5,693,001**	**$ 1,838,280**	**47.69%**
Ending Fund Balance	**$ 12,301,880**	**$ 8,451,659**	**$ -**	**$ 8,451,659**	**100.00%**

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: ORDINANCE ON FIRST READING

Subject: Police Pension Board creating staggered terms for board members.

Recommendation/Motion: Request that City Council approve the ordinance on first reading.

Originating Dept.	Human Resources	**Costs:**	
User Dept.	Human Resources	**Funding Source:**	N/A
Advertised:	Yes	**Budget Account Number:**	N/A
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
A year ago, September 2012, City Council approved to extend the terms of office for civilian, as well as elected trustee members from two (2) years to four (4) years. Because all of the appointed trustee terms expire at the same time, the board is establishing a procedure to stagger the appointed board member terms with the passage of the attached ordinance.

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

N/A

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

N/A

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:
Ordinance -Police Board of Trustees-8-21-13 (3).doc	Ordinance - pol. pension staggered

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; AMENDING CHAPTER 14, ENTITLED PENSIONS AND RETIREMENT PROGRAMS, ARTICLE IV ENTITLED "POLICE OFFICERS PENSION PLAN", SEC. 14-75 ENTITLED "BOARD OF TRUSTEES, CREATED, POWERS, DUTIES", SUBSECTION (a) OF THE CITY OF RIVIERA BEACH CODE OF ORDINANCES RELATING TO THE POLICE PENSION PLAN BY PROVIDIING A PROCEDURE TO STAGGER TRUSTEE TERMS AND BY CREATING NEW SECTIONS (iii) AND (iv); PROVIDING FOR CODIFICATION, SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council has approved an ordinance to extend the Police Pension Board Member of office from two (2) years to four (4) years; and

WHEREAS, to prevent all member's terms from expiring at the same time; and

WHEREAS, this ordinance is created to stagger the Trustee terms of office.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

SECTION 1. That Chapter 14, Article IV Section 14-75(a), of the Riviera Beach Code of Ordinances is hereby amended as follows:

Sec. 14-75. – Board of trustees; created, powers, duties.

***

Each new term subsequent to the effective date of this ordinance, the term of the fifth member shall be for period of four (4) years subject to the limitation listed below:

***

(iii) Each new term subsequent to the effective date of this ordinance, both City resident member shall serve as a trustee for four (4) years, provided that the initial appointment after the effective date of this ordinance shall be for a period of two (2) years. All successive terms thereafter for all City resident members shall be for four (4) years unless the member is sooner replaced by the City Council, at whose pleasure the City resident member shall serve. Each City resident member may succeed him or herself in office.

(iv) Each new term subsequent to the effective date of this ordinance, both, Police Officer members shall serve as a trustee for four (4) years.

***

SECTION 2. It is the intention of the City Council and it is hereby ordained That the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and the sections of this ordinance may be renumbered to accomplish such intentions.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining parts of this ordinance.

SECTION 4. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to extent of such conflict.

SECTION 5. That this ordinance shall be in full force and effect immediately upon its final passage and adoption.

SECTION 6. Specific authority is hereby granted to codify this ordinance.

PASSED AND APPROVED on first reading this ____ day of _____, 2013.

PASSED AND ADOPTED on second and final reading this ___ day of 2013.

(REMINDER OF PAGE INTENTIONALLY LEFT BLANK)

APPROVED:

THOMAS A. MASTERS
MAYOR

MUNICIPAL SEAL

ATTEST:

CARRIE E. WARD, MMC/AAE
CITY CLERK

CEDRICK A. THOMAS
CHAIRPERSON

DAWN S. PARDO
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

TERENCE DAVIS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN
CITY ATTORNEY

DATE:_____

1st READING

Motioned by: _____
Seconded by: _____

C. THOMAS	_____
D. PARDO	_____
B. GUYTON	_____
J. DAVIS	_____
T. DAVIS	_____

2nd & FINAL READING

Motioned by: _____
Seconded by: _____

C. THOMAS	_____
D. PARDO	_____
B. GUYTON	_____
J. DAVIS	_____
T. DAVIS	_____

CERTIFICATION OF PUBLICATION

I hereby certify that notice of the proposed enactment of this Ordinance was duly published in a newspaper of general circulation within the City of Riviera Beach as required by the applicable Florida Statutes.

_____ _____
DATE Carrie E. Ward, MMC/AAE, City Clerk

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: AGREEMENT BETWEEN MCKINLEY INSURANCE SERVICES, AS AGENT OF RECORD FOR THE CITY OF RIVIERA BEACH.

Recommendation/Motion:

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

Background/Summary:
AGREEMENT BETWEEN MCKINLEY INSURANCE SERVICES, AS AGENT OF RECORD FOR THE CITY OF RIVIERA BEACH TO FACILITATE HEALTH, DENTAL, LIFE SUPPLEMENTAL AND DISABILITY INSURANCE COVERAGES FOR THE CITY EMPLOYEES PERIOD BEGINNING JANUARY 1, 2012 THROUGH DECEMBER 31, 2015.

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:
RESOLUTION_17-12_MCKINLEY_SERVICES.pdf	RESXOLUTION 17-12 MCKINLEY INSURANCE SERVICES

RESOLUTION NO. 17-12

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 BETWEEN MCKINLEY INSURANCE SERVICES, AS AGENT OF RECORD FOR THE CITY OF RIVIERA BEACH TO FACILITATE HEALTH, DENTAL, LIFE SUPPLEMENTAL AND DISABILITY INSURANCE COVERAGES FOR THE CITY EMPLOYEES PERIOD BEGINNING JANUARY 1, 2012 THROUGH DECEMBER 31, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued a Request for Proposal for an Agent of Record to provide group insurance services to the City; and

WHEREAS, McKinley Financial Services, Inc./DBA/McKinley Insurance Services, was the successful respondent; and

WHEREAS, the parties desire to enter into this Agreement for the provision of group insurance services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That City Council authorizes the Mayor and City Clerk to execute the agreement with McKinley Insurance Services, Inc., as Agent of Record for the purpose of facilitating employee insurance benefits.

SECTION 2. That this resolution shall take effect immediately upon its passage and approval by City Council.

RESOLUTION NO. 17-12
PAGE -2-

PASSED AND APPROVED this 07 day of February 2012.

APPROVED:

THOMAS A. MASTERS
MAYOR

JUDY DAVIS
CHAIRPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

BILLIE BROOKS
CHAIR PRO TEM

CEDRICK A. THOMAS
COUNCIL PERSON

DAWN PARDO
COUNCIL PERSON

SHELBY LOWE
COUNCIL PERSON

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

J. DAVIS	AYE
B BROOKS	AYE
C.THOMAS	TARDY
D. PARDO	AYE
S. LOWE	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/25/12

INSURANCE BROKERAGE SERVICES AGREEMENT

THIS AGREEMENT is made as of this 25th day of JANUARY, 2012, by and between the City of Riviera Beach, Florida, a Political Subdivision of the State of Florida, hereinafter referred to as the CITY, and McKinley Financial Services, Inc. /DBA/ McKinley Insurance Services whose mailing address 545 N. Andrews Ave Fort Lauderdale, Florida 33301, a corporation authorized to do business in the State of Florida, hereinafter referred to as the AGENT OF RECORD.

WHEREAS, the CITY issued a for Request for Proposal for an Agent of Record to provide group insurance services to the CITY; and

WHEREAS, McKinley Financial Services, Inc. /DBA/ McKinley Insurance Services, was the successful respondent; and

WHEREAS, the parties desire to enter into this Agreement for the provision of group insurance services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the AGENT OF RECORD agree as follows:

ARTICLE 1 - SERVICES

The AGENT OF RECORD will provide the following services to the CITY:

1. Develop appropriate Requests for Proposals as necessary from time to time, for Group Life, Cafeteria Plans, Group Legal, Accidental & Dismemberment (AD&D), Short-Term Disability (STD), Long-Term Disability (LTD), Medical, Dental, Vision, Long Term Care, and Employee Assistance Program (EAP).

2. Market the benefit programs listed above as necessary which will include but not be limited to:

   a) Conducting detailed review, analysis and projection sessions with decision makers at key points throughout the plan year; mid year, fourth quarter and pre-renewal.

   b) Negotiating all renewal rates, benefits and services with group insurance carriers, as directed by the City.

   c) Coordinating, attending and conducting all group insurance committee meetings with employees and management, as well as conduct review sessions and renewal negotiations.

   d) Facilitating quarterly planning/discussion meetings with Human Resources, City management leadership team and selected employees as well as union representatives.

   e) If directed, conducting a formal bid process for insurances which includes analysis of bids,

recommendations to City staff and City Council, negotiation with selected carriers and coordinating contract process.

f) Facilitating renewal analysis sessions on all group benefits to include projected rated increases/decreases, projected loss ratios, claims analysis and comparisons, high shock claim analysis, network utilization and prescription utilization.

g) Serving as the liaison between the City and the insurance carriers to resolve any billing or enrollment issues, as well as resolving all benefit delivery issues with providers.

h) Updating the City on changes in applicable laws and how they affect City benefits.

i) If directed, conducting benefits surveys to compare City benefits with other municipalities and companies.

j) Conducting periodic on-site meetings with employees and/or dependants on a voluntary basis for individual claim resolutions and benefits counseling.

k) Facilitating annual open enrollment meetings with employees, as well as conducting monthly new hire meetings as directed by Human Resources.

l) Assisting Human Resources with employee benefit and wellness fairs for the purpose of supporting and improving service to employees [three (3) Health Fairs will be conducted annually as follows: one (1) for General employees; one (1) for Police and one (1) for Fire].

m) Being available to answer questions and give explanations, have discussions, and respond to requests from Human Resources with the time frame requested.

n) Providing guidance and assistance with COBRA compliance and administration issues.

o) Paying for all administration service fees related to COBRA, Section 125 plans, and Leave of Absences and Retiree benefits.

p) Coordinating, developing, and producing Employee Benefits Handbook/Guide.

q) Providing on a quarterly basis a claims utilization experience report.

r) Providing additional service to employees at a cost to AGENT OF RECORD. The services will be in the approximate amount of $50,000 and the details are set out in the AGENT OF

RECORD's booklet, attached hereto. If after six (6) months, the programs implemented are not successful to the satisfaction of Human Resources, then the programs may be modified with consultation from Human Resources.

ARTICLE 2 – TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2012 through December 31, 2015, with an option to renew for one additional three (3) year term if mutually agreed upon between the parties.

ARTICLE 3 – COMMISSION TO AGENT OF RECORD

The CITY does not provide compensation directly to the AGENT OF RECORD. The CITY agrees that up to the following maximum commissions may be paid to AGENT OF RECORD by the applicable vendors/underwriters and that such commissions shall be based on paid premium or paid premium equivalent.

Long Term Disability	10% of Paid Premium
Short Term Disability	10% of Paid Premium
Life & AD&D	10% of Paid Premium
Medical	5% of paid premium
Dental	10% of Paid Premium
Vision	10% of Paid Premium
EAP	0%
Long Term Care	15% of Paid Premium
Cafeteria Plans	Graded scale as filed with the Department of Financial Services
Legal	Graded scale as filed with the Department of Financial Services

ARTICLE 4 - TERMINATION

This AGREEMENT may be cancelled by the AGENT OF RECORD upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Agreement through no fault of the AGENT OF RECORD; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the AGENT OF RECORD. Unless the AGENT OF RECORD is in breach of this Agreement, the AGENT OF RECORD shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the AGENT OF RECORD shall:

A. Stop work on the date and to the extent specified.

B. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The AGENT OF RECORD represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the AGENT OF RECORD or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the AGENT OF RECOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The AGENT OF RECORD warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field(s).

The AGENT OF RECORD agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the AGENT OF RECORD. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the AGENT OF RECORD'S personnel (and all Subcontractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

ARTICLE 6 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the AGENT OF RECORD as relevant. The AGENT OF RECORD shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the AGENT OF RECORD authorized to use the CITY'S Tax Exemption Number in securing such materials.

The AGENT OF RECORD shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 7 – INSURANCE

A. Prior to execution of this Agreement by the CITY, the AGENT OF RECORD shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the AGENT OF RECORD has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no

material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the AGENT OF RECORD of its liability and obligations under this Agreement.

B. The AGENT OF RECORD shall maintain during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The AGENT OF RECORD shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of $500,000.00 per occurrence to protect the AGENT OF RECORD from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the AGENT OF RECORD or by anyone directly or indirectly employed by or contracting with the AGENT OF RECORD.

D. The AGENT OF RECORD shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of $500,000.00 combined single limit for bodily injury and property damages liability to protect the AGENT OF RECORD from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the AGENT OF RECORD or by anyone, directly or indirectly, employed by the AGENT OF RECORD.

E. The parties to this Agreement shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY, if requested.

E. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the AGENT OF RECORD shall specifically include the CITY as an "Additional Insured".

ARTICLE 8 - INDEMNIFICATION

The AGENT OF RECORD shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the AGENT OF RECORD, its agents, servants, or employees in the performance of services under this Agreement.

The AGENT OF RECORD further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the AGENT OF RECORD not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

AGENT OF RECORD shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The AGENT OF RECORD shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the AGENT OF RECORD .

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The CITY and the AGENT OF RECORD each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the CITY nor the AGENT OF RECORD shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the AGENT OF RECORD.

ARTICLE 10 - CONFLICT OF INTEREST

The AGENT OF RECORD represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The AGENT OF RECORD further represents that no person having any such conflicting interest shall be employed for said performance.

The AGENT OF RECORD shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the AGENT OF RECORD's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENT OF RECORD may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the AGENT OF RECORD. The CITY agrees to notify the AGENT OF RECORD of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENT OF RECORD. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENT OF RECORD, the CITY shall so state in the notification and the AGENT OF RECORD shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the AGENT OF RECORD under the terms of this Agreement.

ARTICLE 11 - DELAYS AND EXTENSION OF TIME

The AGENT OF RECORD shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENT OF RECORD or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENT OF RECORD's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the AGENT OF RECORD's failure to perform was without it or its subcontractors fault or negligence the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the AGENT OF RECORD is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other AGENT OF RECORD employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the AGENT OF RECORD's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Agreement.

ARTICLE 12 - INDEBTEDNESS

The AGENT OF RECORD shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENT OF RECORD further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENT OF RECORD is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENT OF RECORD's sole direction, supervision, and control. The AGENT OF RECORD shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENT OF RECORD's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The AGENT OF RECORD does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 14 - ACCESS AND AUDITS

The AGENT OF RECORD shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENT' OF RECORD's place of business.

ARTICLE 15 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

ARTICLE 16 - AUTHORITY TO PRACTICE

The AGENT OF RECORD hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The AGENT OF RECORD shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Agreement from any federal, state, regional, county or city agency.

ARTICLE 17 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 18 - NOTICE

All notices required in this Agreement shall be sent to the CITY, and shall be mailed to:

Marie Sullin, Risk Manager
2051 Martin Luther King Blvd. Suite 302
Riviera Beach, FL 33404

and if sent to the AGENT OF RECORD, the notices shall be mailed to:

Ralph Campbell, President
McKinley Financial Services, Inc.
545 N. Andrews Ave.
Fort Lauderdale, Florida 33301

ARTICLE 19 - MODIFICATION OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENT OF RECORD of the CITY'S notification of a contemplated change, the AGENT OF RECORD shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the AGENT OF RECORD ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the AGENT OF RECORD shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a agreement amendment and the AGENT OF RECORD shall not commence work on any such change until such written amendment is signed by the AGENT OF RECORD and the City Manager.

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the AGENT OF RECORD agree that this Agreement and any attachments hereto or other documents as referenced in the Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the Modification of Work article.

ARTICLE 21 - PROTECTION OF WORK AND PROPERTY

The AGENT OF RECORD shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Agreement. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the AGENT OF RECORD shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY's property shall be under the charge and care of the AGENT OF RECORD and the AGENT OF RECORD shall take every necessary precaution against

injury or damage to the work by the action of elements or from any other cause whatsoever, and the AGENT OF RECORD shall repair, restore and make good, without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 22 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Agreement, nor shall such headings affect the meaning or interpretation of this Agreement.

ARTICLE 23 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 24 - PREPARATION

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 25 - MATERIALITY

All provisions of the AGENT OF RECORD shall be deemed material, in the event AGENT OF RECORD fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and CITY may at its option and without notice terminate this Agreement.

ARTICLE 26 - REPRESENTATIONS/BINDING AUTHORITY

AGENT OF RECORD has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, MCKINLEY INSURANCE SERVICES hereby represents to the CITY that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement

ARTICLE 27 - EXHIBITS

Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not

physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

ARTICLE 28 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 29 – SURVIVABILITY

Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

ARTICLE 30 - WAIVER OF SUBROGATION

The AGENT OF RECORD hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the AGENT OF RECORD shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the AGENT OF RECORD enter into such an agreement on a pre-loss basis.

ARTICLE 31 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Agreement. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

SIGNATURES ON FOLLOWING PAGE

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTER
MAYOR

BY: _____
CARRIE E. WARD, MMC
CITY CLERK

AGENT OF RECORD

BY: _____
RALPH CAMPBELL
PRESIDENT & CEO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
DORETHA PERRY
HUMAN RESOURCES DIRECTOR

DATE: 1/25/12

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: DISCUSSION OF THE MAYOR'S TRIP TO KUNMING, CHINA FOR THE 5TH ANNUAL GLOBAL OUTSCOURCING SUMMIT.

Recommendation/Motion:

Originating Dept.	LEGISLATIVE	**Costs:**	
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
MAYOR THOMAS MASTERS ACCEPTED A VIP INVITATION TO PARTICIPATE IN THE 5TH ANNUAL GLOBAL OUTSOURCING SUMMIT WHICH THIS YEAR WAS HELD IN KUNMING CITY, CHINA. MAYORS, GOVERNORS, OTHER HEADS OF STATE AND BUSINESS LEADERS FROM FORTUNE 500 AND FORTUNE 2000 COMPANIES WERE ASKED TO JOIN THE CHINESE GOVERNMENT IN EXPLORING WAYS AND MEANS OF OUTSOURCING TECHNOLOGY AND SERVICES FOR THE BENEFIT OUR GLOBAL COMMUNITY.
THE TRIP WAS INCREDIBLY SUCCESSFUL IN THAT THE GOVERNMENT OF KUNMING CITY ALSO ESTABLISHED A SISTER-CITY RELATIONSHIP WITH RIVIERA BEACH IN HOPES OF EXPANDING AND EXCHANGING IDEAS FOR TOURISM AND BUSINESS DEVELOPMENT IN BOTH COUNTRIES. THIS COULD BE ESPECIALLY BENEFICIAL FOR RIVIERA BEACH CONSIDERING THE CITY'S EXPANSION PLANS FOR THE PORT OF PALM BEACH AND THE POSSIBLE DEVELOPMENT OF AN EB-5 PROGRAM. CHINA IS ONE OF THE LARGEST FUNDING SOURCES OF THE EB-5 VISA PROGRAM.

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:
GOS.Invitation_Letter_for_VISA.pdf	VIP iNVITATION
kunmingsis.JPG	PHOTO OF SISTER-CITY PRESENTATION

亚太财富（北京）经济咨询中心
Asia-Pacific Fortune (Beijing) Economic Consulting Center
地址：中国北京市亚运村阳光广场 D1-18 楼
电话：86 10 64987220 传真：86 10 64963611 电邮：fortune@apceo.com

INVITATION LETTER

AMBASSADOR OF THE PEOPLE'S REPUBLIC OF CHINA
USA

Sub: Invitation letter for 1 entry business visa for
THOMAS A. MASTERS, Male, Passport No.: **M236821522620**, Nationality: USA

Dear Sir or Madam:

We sincerely invite Mr THOMAS A. MASTERS to Kunming city of China as our VIP guest to attend THE 5TH GLOBAL OUTSOURCING SUMMIT, 2012 (One of the sponsors of the summit is Kunming Municipal Government and you could contact Mr Zhang Gesheng, the Division Chief of the Foreign Trade Division of Kunming Municipal Bureau of Commerce for confirmation, his contacts are: tel: 86 871 3133011, fax: 86 871 3133011, cell: 86 13888526765).

The dates of summit are from July 26th–29th, 2012 and we have booked room for him in the Wyndham Grand Plaza Royale Colorful Yunnan Kunming (Platinum 5-Star Hotel) from July 26th – 29th, 2012. (You could contact Ms Sophia Bai, the Sales Executive of Wyndham Grand Plaza Royale Colorful Yunan Kunming for confirmation. Her contacts are: phone: +86 871 817 7777, fax: +86 (0)871 817 7776, email: Sophia.bai @wyndhamgpr.com)

We would like to invite him and support his VISA application. We will also be fully responsible for any repatriation from China, if required.

We would be highly grateful if you could process his application at the earliest convenience.

Sincerely yours,

Mr. Zheng Xiongwei （郑雄伟）
President
Asia-Pacific Fortune (Beijing) Economic Consulting Center

亚太财富（北京）经济咨询中心
Asia-Pacific Fortune (Beijing) Economic Consulting Center
地址：中国北京市亚运村阳光广场 D1-18 楼
电话：86 10 64987220 传真：86 10 64963611 电邮：fortune@apceo.com

致：签证部负责人

中华人民共和国驻美国大使馆

主题：THOMAS A. MASTER 先生申请一次商务往返签证邀请函。（护照号：M236821522620，国籍：美国）

尊敬的先生/女士：

我们诚挚的邀请 THOMAS A. MASTERS 先生以贵宾身份参加在中国昆明市举办的 2012 第五届全球外包大会（大会主办方之一为昆明市政府，请联系昆明市商务局对外贸易处张革胜处长进行确认。电话：86 871 3133011，传真：86 871 3133011，手机：86 13888526765）。

会议时间为 2012 年 7 月 26 日到 29 日。我们已经为 THOMAS A. MASTERS 先生订好了昆明七彩云南温德姆至尊豪廷大酒店(白金五星级)。（请联系酒店销售总监白雪飞小姐进行确认。电话：+86 871 817 7777，传真：+86 (0)871 817 7776，电邮：Sophia.bai @wyndhamgpr.com）

我们向他发出此邀请，以支持他的签证申请。我们会对由此产生的可能从中国的遣返负全部责任。

此致
敬礼

郑雄伟
总裁
亚太财富（北京）经济咨询中心

Staff

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: THE MAYOR CONVENED A PRESS CONFERENCE ON AUGUST 22, 2013 AT 3P TO DISCUSS THE RASH OF SHOOTINGS IN THE LOCAL AREA.

Recommendation/Motion:

Originating Dept.	LEGISLATIVE	**Costs:**	
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Mayor Thomas A. Masters convene a press conference with local clergy on August 22, 2013 at 3 p.m. to address the recent spike in shooting in the local area. The conference was held in the City's Utility District conference room, located on the west side of the Municipal Complex, 600 W. Blue Heron Boulevard.
Together, the Mayor and the ecumenical leaders presented a response plan that involved churches and the community.

"I believe in the power of prayer," said Mayor Masters, himself a local pastor and bishop. "I believe, together, we can begin to heal this community and help our young people."

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:
MAYOR_STANDARD_RELEASE_Aug_22_2013.pdf	MAYOR STANDARD RELEASE Aug 22 2013
New_Release_Mayor_Masters_meets_with_Haitian_Pastors.pdf	New Release Mayor Masters meets with Haitian Pastors

NEWS RELEASE

For Immediate Release: August 22, 2013
Contact: Legislative Aide Marian Dozier, 561-845-4032

Mayor, pastors to address recent shootings, deaths and violence today at 3 p.m.

Mayor Thomas A. Masters will convene a press conference with local clergy today at 3 p.m. to address the recent spike in shooting and killings of young people in the local area. The conference will be held in the City's Utility District conference room, located on the west side of the Municipal Complex, 600 W. Blue Heron Boulevard.

Together, the Mayor and the ecumenical leaders will present a response plan that involves their churches and the community.

"I believe in the power of prayer," said Mayor Masters, himself a local pastor and bishop. "I believe, together, we can begin to heal this community and help our young people."

# # #

CITY OF RIVIERA BEACH

Office of the Mayor
Thomas A. Masters

600 West Blue Heron Boulevard
Riviera Beach, Florida 33404
(561) 845-4145
Fax: (561) 845-4147

mayormasters@rivierabch.com

Bishop Mayor Thomas Masters

www.rivierabch.com

RIVIERA BEACH
"The Best Waterfront City In Which to Live, Work, And Play"

Dozier, Marian
Saturday, August 24, 2013 7:52 PM
Dozier, Marian
MAYOR PROMOTES PEACE PLAN SUNDAY AGAINST VIOLENCE!

CITY OF RIVIERA BEACH

Office of the Mayor
Thomas A. Masters

600 West Blue Heron Boulevard
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Fax: (561) 845-4147

mayormasters@rivierabch.com

Bishop Mayor Thomas Masters

www.rivierabch.com

RIVIERA BEACH
"The Best Waterfront City In Which to Live, Work, And Play"

NEWS RELEASE

For Immediate Release: August 24, 2013
Contact: Legislative Aide Marian Dozier, 561-628-5835

Mayor to pitch response plan to violence Sunday at area churches, meet with Haitian-American pastors

Mayor makes good on promise to launch fight-back plan

Mayor Thomas A. Masters will speak at several local churches on Sunday, August 25, 2013, to continue efforts to promote peace in our communities, especially in neighborhoods recently hit by shootings and violence.

While there, he will ask church members to commit to daily prayer for peace for a month and seek their support for a multi-point response plan to the recent violence that he announced on Friday.

Later Sunday, at 5 p.m., the Mayor will make the same pitch at a meeting with a group of Haitian-American clergy at Riviera Beach First Haitian Baptist Church, located at 135 W. 12th Street.

The church's senior pastor, the Rev. Homer Altidor, was one of several ecumenical and community leaders who joined the Mayor Friday when the response plan was unveiled.

# # #

Marian Dozier
Chief of Staff for
Mayor Thomas A. Masters

561 845-4032 phone
561 845-3041 fax

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Mayor Thomas A. Masters requests an $800 donation be made to the Youth Recreation Association for a fundraiser in support of the Leukemia and Lymphoma Society.

Recommendation/Motion: Staff recommends approval of the donation.

Originating Dept.	Legislative	**Costs:**	$800.00
User Dept.	Legislative	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-5-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
The Youth Recreation Association (YRA) is continuing its support of City residents who need help, this time for cancer victim DeAndre Clinton Butler, whose family and friends are joining the YRA in a fundraiser to support the Leukemia and Lymphoma Society.

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: 130-0101-511-5-8301

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:
MM_YRA.pdf	YRA

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: Youth Recreation Association

Program/ Activity Name: Youth Summit Requested Amount: $ 800.00

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:
Support of the Leukemia and Lymphoma Society and of the resident DeAndre Clinton Butler, See attachment.

Mailing Address: 3005 Bernardo Lane

City: Riviera Beach State: FL Zip: 33407

Contact Person(s): Dan W. Calloway

Phone: (561) 848-4991/531-9184 Fax: (561) 881-2266

Email Address: _____

Name of Authorized Official: Dan W. Calloway

Signature of Authorized Official: Dan W. Calloway Date: 8/20/13

****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 Youth Recreation Association 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: 8/22/13

Amount Approved by Elected Official: $800.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

LEUKEMIA & LYMPHOMA SOCIETY® | **LIGHT THE NIGHT® WALK**

August 9, 2013

Dear Contributor,

DeAndre' Clinton Butler was diagnosed with ALL on September 22, 2006. The leukemia was in remission for a short period of time, but appeared again in 2008. DeAndre' underwent a bone marrow transplant in November of 2008, but passed away on December 22, 2008 at 1:46 p.m. DeAndre's friends have chosen to memorialize him through participation in the Leukemia and Lymphoma Society's "Light The Night Walk" to raise funds for cancer research and to provide services in our community that will bring hope to those battling cancer.

The Youth Recreation Association, along with his family and friends, is diligently working to raise money to participate in the walk and to make a contribution for research. We are asking for your support by making a contribution toward a planned "Game Night" fundraiser on Friday, August 30, 2013. The event will start at 7:00 p.m. at:

R. J. Hendley Christian Community School
2800 R. J. Hendley Avenue
Riviera Beach, FL 33404

We are in need of contributions of the following food items:

8 cases of chicken wings
10 cases of tilapia fish filets
6 cases of French fries

Please contact Mr. Dan Calloway at (561) 531-9184 concerning your donation and to receive information on the 501 C3 for your tax deductible donation.

The Leukemia and Lymphoma Society is the world's largest voluntary health agency dedicated to finding cures for blood cancers. Lives are not being saved someday, but today!

Sincerely,

The Youth Recreation Association and
Family and Friends of DeAndre' C. Butler

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Mayor Thomas A. Masters requests a $500 donation be made to Mothers Against Murderers Association (MAMA) th help support its Response Team, which provides outreach to victims of murder.

Recommendation/Motion: Staff recommends approval of the donation.

Originating Dept.	Legislative	**Costs:**	$500.00
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 Assocation (MAMA) was created in 2003 to act as an advocacy and support group for families of victims of murder. Mayor Masters is a committed supporter of this organization. Donated funds will be used to purchase resource materials for its Response Team.

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: 130-0101-511-6-8301

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_MAMA.pdf	MAMA BACKUP

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: Mayor Masters

Legal Name of Organization: Mothers Against Murderers Association Inc.

Program/ Activity Name: Response Team Requested Amount: $ 500

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:

Mothers Against Murderers Association Response Team is a team that response to victims of murder.

Mailing Address: 2100 45th Street B5

City: West Palm Beach State: Florida 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: 8/19/2013

****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 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: 8/20/13

Amount Approved by Elected Official: $500.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

Mothers Against Murderers Association Inc.
2100 45th Street B5 West Palm Beach, Fl 33407
561-842-8230 office 561-842-8670 fax

Mothers Against Murderers will used allocated funds for resources materials, travel (gas) and shirts. MAMA Response TEAM will go out and provide resources to families.

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,

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
01/21/2008 -- ANNUAL REPORT	View image in PDF format
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

Events Name History

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State of Florida, Department of State

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Mayor Thomas A. Masters requests a $250 donation be made to the Valley of Love Ministries in support of a newly created computer training program.

Recommendation/Motion: Staff recommends approval of the donation.

Originating Dept.	Legislative	**Costs:**	$250.00
User Dept.	Legislative	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-6-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Valley of Love Ministries, Inc. helps homeless and needy people. It provides a variety of programming each year. Currently, it has created a computer training program to teach its clients basic computer skills that could help them find, and then be successful on, 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? 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_VALLEY.pdf	VALLEY 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 A. Masters

Legal Name of Organization: Valley of Love Ministries

Program/ Activity Name: computer training course Requested Amount: $ 250.00

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:

SEE ATTACHED LETTER

Mailing Address: 1901 Broadway

City: Riviera Beach State: FL Zip: 33404

Contact Person(s): Marie Jean-Pierre

Phone: 561-844-2400 Fax:

Email Address: thevalleyofloveministries@yahoo.com

Name of Authorized Official: Marie Jean-Pierre

Signature of Authorized Official: Marie Jean-Pierre Date: 8/22/13

****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 Valley of Love Ministries, 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: 8/22/13

Amount Approved by Elected Official: $250.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

The Valley Of Love Ministries Inc.
1901 Broadway Riviera Beach FL 33404
561 502.8757cell 561.844.2400 office
Email:thevalleyoflovemistries@yahoo.com.

Mayor Thomas Masters
600 Blue Heron Blvd
Riviera Beach, FL 33404

August 20, 2013

Dear Mayor Masters:

The Valley of Love Ministries Inc. is located at 1901 Broadway Riviera Beach.

We are a 501c (3) non-profit organization. Our mission is to meet the physical, emotional and spiritual needs of the less fortunate in Palm Beach County and rely on tax-deductible charitable contributions to do our work.

We feed approximately 300 homeless and less fortunate people in our community each week but, because we aren't receiving any grants or funding, we are in dire need of your support.

Valley Of Love Ministries will be starting a six-week computer class providing basic computer skills training for the homeless and less fortunate,with the main goal being to ensure they can use the Internet to search for jobs, learn how to write resumes and cover letters and, hopefully, provide employment skills.

Here's what we need for the computer class: 20 laptops, 20 student desks, a copier machine, paper, pencils and books.

Like all of our programs, this class will benefit the City Of Riviera Beach.

God bless and thank you for your consideration. We look forward to speaking with you soon.

Sincerely,

Marie A. Jean-Pierre
President/Founder
valleyofloveministries.org, email me at thevalleyoflovemistries@yahoo.com

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Date: MAR 15 2010

THE VALLEY OF LOVE MINISTRIES INC
139 SILVER BEACH RD
RIVIERA BEACH, FL 33404

Employer Identification Number:
41-2273650
DLN:
209281021
Contact Person:
JACOB A MCDONALD
ID# 31649
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 11, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

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)
VALLEY OF LOVE MINISTRIES, INC

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.)
139 SILVER BEACH RD

Requester's name and address (optional)

City, state, and ZIP code
RIVIERA BEACH FL 33404

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
41 : 2273650

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,

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Mayor Thomas A. Masters requests a $500 donation be made to Nu-Life, Nu-Faith Ministries in support of its after-school tutorial program at Stonybrook Apartments.

Recommendation/Motion: Staff recommends approval of the donation.

Originating Dept.	Legislative	**Costs:**	$500.00
User Dept.	Legislative	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-6-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Nu-Life, Nu-Faith Ministries is in its second year of providing after-school homework help to children ages 5 to 12 at Stonybrook Apartments. This donation would be used to help provide incentives to children who excel in school.

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_NU-NU.pdf	NU NU 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: Nu Life- Nu Faith Ministries, Inc.

Program/ Activity Name: Afterschool Tutorials Requested Amount: $ 500.00

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:

Mailing Address: 3142 Ave H West 1

City: Riviera Beach State: FL Zip: 33404

Contact Person(s): Denise Alexander

Phone: 561-723-4629 Fax: _____

Email Address: nulifenufaith@bellsouth.net

Name of Authorized Official: Denise Alexander

Signature of Authorized Official: Denise Alexander Date: 8/22/13

****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 Nu-Life, Nu-Faith Ministries, 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: 8/22/13

Amount Approved by Elected Official: $500.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

NU-LIFE
NU-FAITH
CHRISTIAN CENTER

Dear Mayor Master,

My name is Denise Alexander and I am the Director of the Afterschool Tutorial Program held at Stony Brook Apartments. I am requesting a donation of $500 to assist me with incentives, when children excel in school as well as assistance with field trips, when they are out of school. Should you have any questions, please call me at 561-723-4629. Your donation will be greatly appreciated!!

Thank You,

Denise Alexander
Director

Nu Life- Nu Faith Ministries
D.B.A. All About Kidz
"Afterschool Tutorials"
For ages: 5 to 12 years of age

Greeting Parents,

Our 2nd year of afterschool tutorials will began on August 19, 2013. The time will be from 3:30 to 5:30 p.m., Monday thru Fri. This program is here to assist your child with homework. If you are interested, please come to the Parent Orientation on Friday, August 16th to register you child. Looking forward to seeing you all soon. Please be on time.

Thank You,

Denise Alexander
Director

2013-2014 Schedule for the
After School Tutorial Program
at Stony Brooks Apartments

Daily After School Activities

- 1 hour of Homework (**sometimes longer depending on the amount of homework the kids have**)
- 30 minutes of Reading Time
- 1 hour of Empowerment Chats (**Allow each child to express what's on there mind. How school was that day and how they can have a better day tomorrow.)**
- 30 of Recreational FUN!

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: Jan 19, 2007

NU LIFE-NU FAITH MINISTRIES INC
PO BOX 220823
WEST PALM BEACH, FL 33422

Employer Identification Number:
20-4645973
DLN:
17053181052046
Contact Person:
MICHAEL A LUDWIG ID# 31470
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
~~170(b)(1)(A)(i)~~
Form 990 Required:
No
Effective Date of Exemption:
April 7, 2006
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8013642255C-9	07/31/2011	07/31/2016	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NU LIFE NU FAITH MINISTRIES INC
4047 OKEECHOBEE BLVD STE 228
WEST PALM BEACH FL 33409-3237

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. 04/11

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 (F.A.C.).

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 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, F.A.C.).

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 require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category:

Subject: Communtiy Benefits Request for $300 to Faith*Hope*Love Charity, Inc.

Recommendation/Motion: Approve the Waste Management Community Benefits Request for Donations to Faith*Hope*Love Charity, Inc from Councilwoman Judy Davis

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Originating Dept.	Legislative	**Costs:**	
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:

Stand Down House is a transitional living facility that assists homeless male veterans who are struggling and have lost their ability to lead productive lives due to combat and non-combat related mental and physical wounds/illness (including PTSD & TBI), addictions, and/or other issues. The program helps veterans regain their independence and lives through a multi tiered program and collaboration with government agencies, VSOs, and the community. Faith*Hope*Love* Charity, Inc. helps keep supportive services strong and help to restore the dignity of veterans.

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 300

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:
Faith_Hope_Love_Charity_Info.pdf	Faith*Hope*Love*Charity, Inc Info
Community_Benefits_Form_-_Faith_Hope_Love_Charity_Inc.pdf	Community Benefits Form - Faith Hope Love Charity Inc

Faith*Hope*Love*Charity, Inc.

Welcome to Stand Down

Providing support for homeless veterans since May 2000

Stand Down, owned & operated by Faith*Hope*Love*Charity, Inc. (FHLC, Inc.), assists male veterans who are struggling & have lost their homes & ability to lead productive lives due to combat & non-combat related mental & physical wounds/illness, addictions, and/or other issues regain their independence and lives through transitional living, a multi tiered program, & collaboration with government agencies, VSOs, & the community.

Stand Down House is a transitional living facility that assists homeless male veterans*who are struggling & have lost their ability to lead productive lives due to combat &non-combat related mental & physical wounds/illness (including PTSD & TBI), addictions, and/or other issues regain their independence and lives through a multi tiered program and collaboration with government agencies, VSOs, & the community.

- **15 bed capacity**
- **60 - 90 days of residence funded in part by the Health Care for Homeless Veterans Program (HCHV) through the VAMC**
- **Nutritional Food - three meals per day**
- **Clean and comfortable living quarters**
- **A treatment team that works with each veteran to develop a personalized case plan**
- **Monthly individual sessions and initial assessment with a clinical psychologist. (Florida licensed)**
- **Twice weekly psycho educational groups conducted by a clinical psychologist**
- **A full time Case Manager to help with life skills, employment, goal planning and more**
- **A Resident Technician to provide support & guidance**
- **12-Step Meetings (in house & off grounds)**
- **Transportation to and from the West Palm Beach VAMC for Substance Abuse, Medical, and Dental treatment**

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: Judy Davis

Legal Name of Organization: Faith*Hope*Love Charity, Inc.

Program/ Activity Name: Stand Down House

Requested Amount:$300

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 program helps many Veterans who are homeless. Faith*Hope*Love* Charity, Inc. help keep supportive services strong and help to restore the dignity of Veterans.

Mailing Address: 3175 South Congress Avenue, Suite 310

City: Palm Springs State: Florida Zip:33461

Contact Person(s): Dr. Casimiro Hampton-Crockett

Phone: (561) 968-1612 ext. 13 Fax: (561)968-0112

Email Address: Ccrockett@standown.org

Name of Authorized Official: Casimiro Hampton-Crockett

Signature of Authorized Official: Casimiro Hampton-Crockett Date: 08/16/2013

***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 Faith*Hope*Love* Charity, 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: _____ Date: 8/19/13

Amount Approved: $ 300

City Council Action

☐ Approved ☒ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

Faith*Hope*Love*Charity, Inc.

Welcome to Stand Down

Providing support for homeless veterans since May 2000

Stand Down, owned & operated by Faith*Hope*Love*Charity, Inc. (FHLC, Inc.), assists male veterans who are struggling & have lost their homes & ability to lead productive lives due to combat & non-combat related mental & physical wounds/illness, addictions, and/or other issues regain their independence and lives through transitional living, a multi tiered program, & collaboration with government agencies, VSOs, & the community.

Stand Down House is a transitional living facility that assists homeless male veterans*who are struggling & have lost their ability to lead productive lives due to combat &non-combat related mental & physical wounds/illness (including PTSD & TBI), addictions, and/or other issues regain their independence and lives through a multi tiered program and collaboration with government agencies, VSOs, & the community.

- **15 bed capacity**
- **60 - 90 days of residence funded in part by the Health Care for Homeless Veterans Program (HCHV) through the VAMC**
- **Nutritional Food - three meals per day**
- **Clean and comfortable living quarters**
- **A treatment team that works with each veteran to develop a personalized case plan**
- **Monthly individual sessions and initial assessment with a clinical psychologist. (Florida licensed)**
- **Twice weekly psycho educational groups conducted by a clinical psychologist**
- **A full time Case Manager to help with life skills, employment, goal planning and more**
- **A Resident Technician to provide support & guidance**
- **12-Step Meetings (in house & off grounds)**
- **Transportation to and from the West Palm Beach VAMC for Substance Abuse, Medical, and Dental treatment**

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category:

Subject: Community Benefits Request for $300 to Washington Elementary Welcome Back To School Breakfast

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Recommendation/Motion: Approve the Waste Management Community Benefits Request for Donations to Washington Elementary Welcome Back To School Breakfast from Councilwoman Judy Davis

---

Originating Dept.	Legislative	**Costs:**	
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:
The Washington Elementary Welcome Back to School Breakfast rewards students at Washington Elementary School for their hard work in moving from a grade of "C" to a grade of "A" exceeding all expectations.

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 300

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

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:
Washington_Elementary_School_Welcome_Back_To_School_Breakfast.pdf	Washington Elementary School Letter

Community_Benefits_Form_-_Washington_Elementary_Sept_2013.doc.pdf

Community Benefits Form - Washington Elementary School Back To School Breakfast

Washington Elementary School

1709 West 30th Street, Riviera Beach, Florida 33404 ❖ (561) 494-1201 ❖ Fax (561) 494-1250

Mrs. Sandra Edwards
Principal

Mrs. Linda J. Jakob
Assistant Principal

To Whom It May Concern,

My name is Sandra Edwards and I'm the principal at Washington Elementary School. I am very proud to share some great news with the Riviera Beach Community. Last year Washington Elementary was identified by the state as one of the lowest performing schools in the state of Florida. On that list, there were 16 schools in Palm Beach County with the surrounding Riviera Beach schools all being on this list. This year our teachers, staff, students and parents worked really hard to remove ourselves from this list. Washington Elementary exceeded all expectations. 100% of our 4th grade students scored proficient in Writing and our 4th and 5th grade Reading gains were the highest in Palm Beach County for all elementary schools. With data as such, Washington Elementary moved from a **grade of "C" to a grade of "A".** There was only one other school in Palm Beach County that went up two letter grades as well and that school is located out west.

I would like to ask for a donation for my students and staff to reward them for their hard work and dedication. Receiving an "A" grade was not an easy task. Any amount you are willing to donate will certainly be appreciated. I am in the process of planning a welcome back to school breakfast for my staff. Unfortunately, I am in need of funds to reward them with a nice breakfast. The funds will go into my Administrative Courtesy account which allows me to reward my teachers throughout the school year. I certainly think they deserve to be awarded for their achievements. Donations for student incentives are a need as well. I will be continuing to reward the students for their accomplishments throughout the school year.

Please take time out to give back to a school in your community that not only worked hard this year but exceeded all expectations. I would like to thank you in advance for your support as well as your much needed donation.

Sincerely,

Sandra Y. Edwards, Principal
Washington Elementary School

SYE: ck

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: Judy L. Davis

Legal Name of Organization: Washington Elementary School

Program/ Activity Name: Washington Elementary Welcome Back To School Breakfast

Requested Amount: $300

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 Washington Elementary Welcome Back to School Breakfast rewards students at Washington Elementary School for the hard work in moving from a grade of "C" to a grade of "A" exceeding all expectations.

Mailing Address: 1709 West 30th Street
City: Riviera Beach State: Florida Zip: 33404

Contact Person(s):

Phone: (561) 881-4665 Fax: (561) 840-3238

Email Address: _____

Name of Authorized Official Sandra V. Edwards, Principal

Signature of Authorized Official: Sandra V. Edwards Date: 8/16/13

****Return the form to the Elected Official or the Legislative Office for processing.**

Riviera Beach- "Best Waterfront City In Which To Live, Work and Play"

Waste Management Community Benefits Request for Donations Approval by Elected Official

I, Judy L. Davis hereby certify that the donation to Washington 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: _____ Date: 8/19/13

Amount Approved: $ 300.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

Washington Elementary School

1709 West 30th Street, Riviera Beach, Florida 33404 ❖ (561) 494-1201 ❖ Fax (561) 494-1250

Mrs. Sandra Edwards
Principal

Mrs. Linda J. Jakob
Assistant Principal

To Whom It May Concern,

My name is Sandra Edwards and I'm the principal at Washington Elementary School. I am very proud to share some great news with the Riviera Beach Community. Last year Washington Elementary was identified by the state as one of the lowest performing schools in the state of Florida. On that list, there were 16 schools in Palm Beach County with the surrounding Riviera Beach schools all being on this list. This year our teachers, staff, students and parents worked really hard to remove ourselves from this list. Washington Elementary exceeded all expectations. 100% of our 4th grade students scored proficient in Writing and our 4th and 5th grade Reading gains were the highest in Palm Beach County for all elementary schools. With data as such, Washington Elementary moved from a **grade of "C" to a grade of "A".** There was only one other school in Palm Beach County that went up two letter grades as well and that school is located out west.

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Please take time out to give back to a school in your community that not only worked hard this year but exceeded all expectations. I would like to thank you in advance for your support as well as your much needed donation.

Sincerely,

Sandra Y. Edwards, Principal
Washington Elementary School

SYE: ck

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: REGULAR

Subject: Community Benefits request for $500.00

Recommendation/Motion: Approved the Waste Management Community Benefits request for donation in the amount of $500.00

Originating Dept.	Legislative Department	**Costs:**	$500.00
User Dept.		**Funding Source:**	130-0101-511-5-8301
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
St. George's Center, Inc. provide sponsored events for the school age youth . St. George provide field trips for school age youth year round.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	$500.00
External Revenues	
Program Income (city)	
In-kind Match (city)	

Net Fiscal Impact $500.00

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO:

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

130-0101-511-5-8301

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:
DOC082713.pdf	St. George's Center, Inc.
St_George_s_Center.pdf	ST George's Center Inc.

Riviera Beach- "Best Waterfront City In Which To Live, Work and Play"

Waste Management Community Benefits Request for Donations

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Name of Elected Official Sponsoring Donation: Councilman Terence Davis

Legal Name of Organization: St. George's Center , Inc.

Program/ Activity Name: Out-of-School Requested Amount: $ 500.00

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:

To provide assistance with summer sponsored events for the school-age youth of St. George's on field trips. St. George's provides a safe haven for school-age youth year round. The youth attend a full day program during the summer , therefore , more field trips can be offered.

Mailing Address: P.O.Box 10584

City: Riviera Beach State: FL Zip: 33419-0584

Contact Person(s): Hyacinthia Becton

Phone: 561-844-7713 Fax: 561-844-6737

Email Address: stgchrch@att.net

Name of Authorized Official: Hyacinthia Becton

Signature of Authorized Official: Hyacinthia Becton Date: 8/27/2013

****Return the form to the Elected Official or the Legislative Office for processing.**

St. George's Center, Inc.

21 W 22nd Street
Mail to: P.O. Box 10584
Riviera Beach, FL 33419-0584
(561) 844-7713
Fax: (561) 844-6737
Email: stgchrch@att.net
Website: www.st-georgeschurch.com

May 21, 2013

The Honorable Bruce A. Guyton
City of Riviera Beach

Dear Councilman Guyton:

St. George's Center, Inc. thanks you for your consideration of providing support to our out-of-school program for elementary youth. In accordance with the requirements of the IRS code, we affirm that St. George's Center is a 501 (c) (3) not for profit organization.

For your information, St. George's provides two services"

- ***A community meals program***
- ***An out-of-school program for elementary school children***

Both of these programs operate year round. On behalf of our clients, the Board of Directors wants you to know how vital your support is to our success.

In addition to the meals program, we offer:

- Clothing Distribution
- Foot Care
- Mail Assistance
- Food Stamp Applications
- Securing Documents
- Homeless Declaration forms for Health Care Needs

St. George's Center thanks you for caring.

Sincerely yours,

Hyacinthia Becton

Hyacinthia Becton
Executive Director

Cc: Files

Mission Statement

The mission of St. George's Center is to improve the quality of life for people in need by providing human services and opportunities to grow in dignity and self-sufficiency; and to become aware of God's love in action.

State of Florida
Department of State

I certify from the records of this office that ST. GEORGE'S CENTER, INC. is a corporation organized under the laws of the State of Florida, filed on February 16, 1998, effective February 16, 1998.

The document number of this corporation is N98000000896.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 29, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this is the Twenty nineth day of January, 2013

Ken Detzner

Secretary of State

Authentication ID: CC8286662626

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

Form **W-9**
(Rev. December 2011)
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)
St. George's Center, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
21 West 22nd Street

Requester's name and address (optional)

City, state, and ZIP code
Riviera Beach, FL 33404

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 the "Name" line 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.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
65 - 0893108

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 ▶ Barbara A. Lewis Date ▶ 5-31-2013

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 Diocese Of Southeast Florida

January 25, 2011

St. George's Episcopal Church
P. O. Box 10584
Riviera Beach, FL 33419-0584

RE: St. George's Episcopal Church
21 West 22nd Street
Riviera Beach, FL 33404

To whom it may concern:

St. George's Episcopal Church and Center is a subordinate congregation of the Diocese of Southeast Florida that operates exclusively for religious purposes. Therefore, St. George's Episcopal Church and Center qualifies for the group exemption under section 501(c)3 of the Internal Revenue Code.

A copy of our 501 (c) 3 letter with schedule is attached for your records. Should you need any additional information regarding this matter, please do not hesitate to contact the undersigned at toll-free: 800-268-9993 Ext. 16.

Sincerely,

M. Cristina Valdés
Chief Operating Officer

MCV/sjj

attachment

525 N.E. 15th Street, Miami, Florida 33132 • 1-800-268-9993 • (305) 373-0881 • Fax (305) 375-8054
email: info@diosef.org • www.diosef.org

Church of the Advent
4885 Honey Terrace
Palm Beach City, FL 34990
FEIN:

All Saints' Episcopal Church
2303 NE Seaview Drive
Jensen Beach, FL 34957-5533
FEIN: 59-1359596

Bethesda-by-the-Sea Episcopal Church
141 south County Road
Palm Beach, FL 33480
FEIN: 59-0689700

Christ Memorial Chapel
P.O. Box 582
Hobe Sound, FL 33475
FEIN: 59-0882964

Church of the Good Shepherd
400 Seabrook Road
Tequesta, FL 33469
FEIN: 59-1201052

Grace Episcopal Church
3600 Australian Avenue
West Palm Beach, FL 33407
FEIN: 59-0865844

Holy Spirit Episcopal Church
1003 Allendale Road
West Palm Beach, FL 33405
FEIN: 59-0791011

Holy Trinity Episcopal Church
211 Trinity Place
West Palm Beach, FL 33405
FEIN: 59-0766983

St. Christopher's Episcopal Church
1063 N. Haverhill Road
West Palm Beach, FL 33417
FEIN: 59-1466024

St. David-in-the-Pines Episcopal Church
465 West Forest Hill Blvd.
Wellington, FL 33414
FEIN: 59-2249862

St. George's Episcopal Church
21 West 22nd Street
Riviera Beach, FL 33404
FEIN: 59-1318856

St. John the Apostle
P.O. Box 444
Belle Glade, FL 33430
FEIN: 23-7270096

Internal Revenue Service
Washington, DC 20224

Date: JUN 27 1973

In reply refer to: T:MS:EO:R:2

EIN 59-1276272
DO 58

The Diocese of Southeast Florida, Inc.
525 NE 15th Street
Miami, Florida 33132

Gentlemen:

This refers to the information submitted for use in determining your status and the status of your subordinate congregations for Federal income tax purposes.

Based on the information supplied, we rule that you and your subordinate congregations named in the group exemption roster you submitted are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, as it is shown that you and such subordinate congregations are organized and operated exclusively for religious purposes.

We have further determined that you and your exempt subordinate congregations are not private foundations within the meaning of section 509(a) of the Code because you and they are organizations described in section 170(b)(1)(A)(i) of the Code.

You and your exempt subordinate congregations are not required to file Federal income tax returns so long as you and the exempt subordinate congregations retain a tax exempt status, unless you and they are subject to the tax on unrelated business income under section 511 of the Code. If you and the exempt subordinate congregations are subject to this tax, it will be necessary to file an income tax return on Form 990-T. In this letter we are not determining whether any of your or their present or proposed activities is unrelated business as defined in section 513 of the Code. Further you and your exempt subordinate congregations are not required to file the Return for Organizations Exempt From Federal Income Tax, Form 990, as you and they come within the specific exceptions contained in section 6033(a)(2)(A)(i) of the Code.

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you and your exempt subordinate congregations are not automatically exempt from other Federal excise taxes.

A directory of subordinate congregations may be substituted for this list if it includes the required information and identifies the affected subordinate congregations according to the three categories above.

3. For subordinate congregations added to the roster, a letter signed by one of your principal officers containing or attaching:

   a. a statement that information upon which your present group exemption letter is based applies to the new subordinate congregations;

   b. a statement that each has given you written authorization to add its name to the roster;

   c. a list of those to which the Service previously issued rulings or determination letters relating to exemption, and;

   d. a statement that none of the new subordinate congregations are private foundations as defined in section 509(a) of the Code.

4. If applicable, a statement that your group exemption roster did not change during the year.

You should advise each of your exempt subordinate congregations of the exemption and the pertinent provisions of this ruling.

Your key District Director, Atlanta, Georgia, for exempt organization matters, is being furnished a copy of this letter.

Sincerely yours,

Milton Cerny
Chief, Rulings Section
Exempt Organizations Branch

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.

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Name of Elected Official Sponsoring Donation: Councilman Terence Davis

Legal Name of Organization: St. George's Center , Inc.

Program/ Activity Name: Out-of-School Requested Amount: $ 500.00

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:

To provide assistance with summer sponsored events for the school -age youth of St. George's on field trips. St. George's provides a safe haven for school-age youth year round. The youth attend a full day program during the summer , therefore , more field trips can be offered.

Mailing Address: P.O.Box 10584

City: Riviera Beach State: FL Zip: 33419-0584

Contact Person(s): Hyacinthia Becton

Phone: 561-844-7713 Fax: 561-844-6737

Email Address: stgchrch@att.net

Name of Authorized Official: Hyacinthia Becton

Signature of Authorized Official: Hyacinthia Becton Date: 8/27/2013

****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, Terence D. Davis, hereby certify that the donation to Out-of-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: _____ Date: 8/27/2013

Amount Approved by Elected Official: $ 500.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category:

Subject: Community Benefits request for $590.00

Recommendation/Motion: Approved the Waste Management Community Benefits request donation in the amount of $590.00

Originating Dept.	Legislative Department	**Costs:**	$590.00
User Dept.		**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-5-8301
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
NU- Life Nu- Faith Tutorial Program is held at Stony Brooks Apartments Complex. The incentives for children who excel academically and transportation for field trips when children are out of school.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	
Capital Expenditures	
Operating Costs	$590.00
External Revenues	
Program Income (city)	
In-kind Match (city)	
Net Fiscal Impact	$590.00

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

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:
NU-_Life_,_Nu-_faith_inc.pdf	NU- Life , Nu- faith inc

Waste Management Community Benefits
Request for Donations

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Name of Elected Official Sponsoring Donation: Commissioner Terrence Davis.

Legal Name of Organization: Nu Life Nu Faith Ministries, Inc.

Program/ Activity Name: Afterschool Tutorials Requested Amount: $ 590.00

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:

Mailing Address: 3142 Nw H West

City: R.W. Bch State: FL Zip: 33404

Contact Person(s): Denise Alexander

Phone: 723-4629 Fax:

Email Address: nulifenufaith@bellsouth.net

Name of Authorized Official: Denise Alexander

Signature of Authorized Official: Denise Date: 8/26/13

****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, T. Reece Davis, hereby certify that the donation to Nu Life Ministries 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: 8/27/13

Amount Approved by Elected Official: $ 570.00

City Council Action

☐ Approved	☐ Disapproved

Chairperson's Signature: _____ Date: _____

NU-LIFE
NU-FAITH
CHRISTIAN CENTER

August 26, 2013

Dear Commissioner Davis,

My name is Denise Alexander and I am the Director of the Afterschool Tutorial Program held at Stony Brook Apartments. I am requesting a donation to assist me with incentives for children who excel academically and transportation for field trips when children are out of school. Please consider my request. Should you have any questions, please call me at 561-723-4629. Your donation will be greatly appreciated!!

Thank You,

Denise Alexander
Director

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: Jan 19, 2007

NU LIFE-NU FAITH MINISTRIES INC
PO BOX 220823
WEST PALM BEACH, FL 33422

Employer Identification Number:
20-4645973
DLN:
17053181052046
Contact Person:
MICHAEL A LUDWIG ID# 31470
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(i)
Form 990 Required:
No
Effective Date of Exemption:
April 7, 2006
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)

85-8013042250C-9	07/31/2011	07/31/2016	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NU LIFE NU FAITH MINISTRIES INC
4047 OKEECHOBEE BLVD STE 228
WEST PALM BEACH FL 33409-3237

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. 04/11

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 (F.A.C.).

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 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, F.A.C.).

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 require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/4/2013

Agenda Category: CONSENT
REGULAR

Subject: DISCUSSION BY THE BOARD OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 5TH ANNUAL COUNCILMAN CEDRICK THOMAS THANKSGIVING TURKEY GIVEWAY WITH THE LOCATION OF THE EVENT TO BE ANNOUNCED; AND APPROVING AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends a motion to approve the event.

Originating Dept.	LEGISLATIVE	**Costs:**	$14,150
User Dept.	LEGISLATIVE - DISTRICT 3	**Funding Source:**	COMMUNITY BENEFITS AND DONATIONS
Advertised:	Yes	**Budget Account Number:**	130-0101-511-3-8301
Date:			
Paper:	PALM BEACH POST, CITY OF RIVIERA BEACH NEWSLETTER, CHANNEL 5 NEWS AND CHANNEL 25 NEWS, CITY OF RIVIERA BEACH CHANNEL 18		
Affected Parties:	Not Required		

Background/Summary:
Councilman Cedrick Thomas will be hosting the 5th annual thanksgiving turkey giveaway for the residents of Riviera Beach on Tuesday, November 26th 2013, at 8:30am. Over the last two years, we donated over 2000 turkeys to families in our community, and in keeping with the spirit of Thanksgiving, this year we would once again like to donate
turkeys to our fellow citizens.
The event normally has a wonderful turnout, and the support and gratitude from our local residents has made this event a success.

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 :

COMMUNITY BENEFITS AND DONATIONS

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_-Turkey_Giveaways.doc	COMMUNITY BENEFITS FORM

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 Chair Cedrick A Thomas_____

Legal Name of Organization: ___City of Riviera Beach_____

Program/ Activity Name: _____5th Annual Thanksgiving Turkey Giveaway_____

Requested Amount: $_6229.36____

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:

Mailing Address: __600 West Blue Heron Blvd_____

City: _____Riviera Beach_____ State: _____FL_____ Zip: _____33404__

Contact Person(s): Hope Jeanty

Phone: _____561-845-3687__ Fax: 561-863-3236_____

Email Address: _____hjeanty@rivierabch.com_____

Name of Authorized Official: __Councilman Chair Cedrick A. Thomas_____

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, __Councilman Chair Cedrick A Thomas_____hereby certify that the donation to Publix_____ 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: _____

Amount Approved: $ _6299.36_____

City Council Action

☐ Approved	☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011