REGULAR CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS

RIVIERA BEACH, FL 33404
February 6, 2013
5:30 PM

NOTICE

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

MAYOR:
THOMAS A. MASTERS

CHAIRPERSON:
BILLIE E. BROOKS - DISTRICT 1

CHAIR PRO-TEM:
DAWN S. PARDO - DISTRICT 4

COUNCILPERSONS
JUDY L. DAVIS - DISTRICT 2
CEDRICK A. THOMAS - DISTRICT 3
SHELBY L. LOWE - 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, DECEMBER 5, 2012.**
2. **MINUTES OF THE SPECIAL CITY COUNCIL MEETING HELD, DECEMBER 17, 2012.**

RESOLUTIONS

3. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDS FROM LOCAL BUSINESSES' CONTRIBUTIONS AND THE WASTE MANAGEMENT BENEFIT FUNDS FOR THE BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP FUND; AND PROVIDING AN EFFECTIVE DATE.**
4. **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 RIGHT OF WAY EASEMENT AGREEMENT WITH THE YACHT HARBOR MANOR PROPERTY OWNERS' ASSOCIATION, INC. (YHMPOA) TO ACCESS CITY OWNED PROPERTY LOCATED AT 1299 MORESE BLVD AND SANDY LANE ISLAND ROAD; 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 DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO TRANSFER $29,669 FROM GENERAL FUND CONTINGENCY ACCOUNT TO THE CITY CLERK'S ELECTION ACCOUNTS TO COVER THE COST FOR A RUN-OFF ELECTION SCHEDULED MARCH 26, 2013; AND PROVIDING AN EFFECTIVE DATE.

6. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT (R-2012-1758) BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING AN INCREASE OF $50,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF $90,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL AMENDMENTS TO THE AGREEMENT AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO AMEND THE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

7. 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 AMENDMENT 003 TO THE DEVELOPMENT REGIONS GRANT AGREEMENT R2007-1024 BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR EXTENDING THE TERM OF THE AGREEMENT FROM FEBRUARY 19, 2013 TO AUGUST 29, 2014; AND PROVIDING FOR 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 DOCUMENTS RELATED TO THE SALE OF SIX (6) CITY OWNED PARCELS LOCATED ON SR 710 TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND TO EXECUTE DOCUMENTS FOR THE SALE OF A TEMPORARY CONSTRUCTION EASEMENT (TCE) TO FDOT IN THE AMOUNT OF $366,400; PROVIDING FOR THE RELEASE OF ALL CITY LIENS, FINES, AND ADMINISTRATIVE FEES ASSOCIATED WITH THESE PARCELS; DIRECTING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PLACE $366,400 IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

9. 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 POLICE TRAINING FUND-FUND BALANCE IN

THE AMOUNT OF $31,440; 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 MAYOR, CITY CLERK, AND THE POLICE CHIEF TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES MARSHAL'S REGIONAL FUGITIVE TASK FORCE AND THE CITY OF RIVIERA BEACH; TO PARTICIPATE IN THE U.S. MARSHAL'S REGIONAL FUGITIVE TASK FORCE AS PART OF JOINT LAW ENFORCEMENT OPERATIONS TO INVESTIGATE AND ARREST PERSONS WHO HAVE ACTIVE STATE AND FEDERAL WARRANTS FOR THEIR ARREST; AND PROVIDING AN EFFECTIVE DATE.

11. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF TEN (10) IN-CAR VIDEO SYSTEMS FOR THE CITY'S POLICE VEHICLES FROM CDW GOVERNMENT, INC., THROUGH THE FLORIDA PANASONIC WSCA CONTRACT NUMBER B27172 250-WSCA-10-ACS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY $58,090.00 TO CDW GOVERNMENT, INC. FROM THE 2012 JUSTICE ASSISTANCE GRANT (JAG), NUMBER 111-0822-521-2-6405, AND THE LAW ENFORCEMENT TRUST FUND, NUMBER 150-0817-521-0-6405; and PROVIDING AN EFFECTIVE DATE.

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

12. PRESENTATION FROM THE OFFICE OF CHAIR PRO-TEM DAWN S. PARDO TO THOSE WHO PARTICIPATED AND DONATED TO "COUNCILWOMAN DAWN S. PARDO'S EVERY CHILD SHOULD SMILE ON CHRISTMAS MORNING 2012 TOY DRIVE".

13. PRESENTATION FROM THE OFFICE OF MAYOR THOMAS A. MASTERS ESTABLISHING A YOUTH ADVISORY COUNCIL.

14. PRESENTATION FROM THE RIVIERA BEACH HOUSING AUTHORITY REGARDING DEVELOPMENT OF PHASE I, IVY GREEN VILLAGE SENIOR DEVELOPMENT.

PUBLIC HEARINGS

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

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

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

REGULAR

15. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 003 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, TO DEFINE SERVICES AND ESTABLISH A BUDGET FOR A REHABILITATION CONSULTANT, NOT TO EXCEED $105,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

16. **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 REHABILITATION CONSULTANT SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., IN ASSOCIATION WITH THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT, ALLOCATING NO MORE THAN $5,000 PER REHABILITATION PROJECT, NOT TO EXCEED A TOTAL OF $105,000, COMMENCING FEBRUARY 7, 2013 TO JUNE 15, 2013; AND PROVIDING FOR AN EFFECTIVE DATE.**

17. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF RIVIERA BEACH CITIZENS TASK FORCE & EMMA BATES V. THE CITY OF RIVIERA BEACH, DAWN PARDO, BILLIE BROOKS, CEDRICK THOMAS, AND SHELBY LOWE IN THEIR OFFICIAL CAPACITY AS MEMBERS OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, CASE NO.: 502011CA001501XXXXMB AA IN THE TOTAL AMOUNT OF $20,000.00; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY AFTER RECEIVING A GENERAL RELEASE; AND PROVIDING AN EFFECTIVE DATE.**

18. **PRESENTATION BY THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES ON THE UTILITY SPECIAL DISTRICT AND UTILITY BILLING RELATIONS AS TO OFFICE ENVIRONMENT, STAFFING, BILLING, CASHIERING, POLICIES, PROCEDURES, WORKFLOW, MANAGEMENT TOOLS, BANKING SERVICES, TECHNOLOGY AND CUSTOMERS, RELATIVE TO CONCERNS, RESPONSES AND RECOMMENDATIONS.**

DISCUSSION AND DELIBERATION

COMMUNITY BENEFITS REQUEST

19. RIVIERA BEACH CIVIL DRUG COURT - $500 - MAYOR THOMAS A. MASTERS - TO ASSIST IN PROVIDING SERVICES TO CLIENTS ON THEIR JOURNEY TO RECOVERY AND SOBRIETY.

20. BOBBIE E. BROOKS SCHOLARSHIP FUND - $1,400 - BILLIE E. BROOKS - FUNDS WILL BE ADDED TO AN EXISTING BALANCE TO AWARD FIFTEEN (15) RIVIERA BEACH STUDENTS THE BOBBIE E. BROOKS SCHOLARSHIP.

21. WASHINGTON ELEMENTARY SCHOOL SAFETY PATROL CLUB - $300 - JUDY L. DAVIS - TO SUPPORT THE SAFETY PATRIK CLUB TRIP TO WASHINGTON, D.C.

22. BLACK EDUCATORS CAUCUS - $250 - SHELBY L. LOWE - TO DEFRAY COST OF THE VISIT BY DR. UMAR JOHNSON OF PHILADELPHIA.

23. RIVIERA BEACH MUNICIPAL LIBRARY - $400- SHELBY L. LOWE-TO PROVIDE FUNDS FOR AN AWARD GIVEN TO THE 2013 MARTIN LUTHER KING, JR. ESSAY CONTEST WINNER.

BOARD APPOINTMENTS

24. BOARD APPOINTMENT BY MAYOR THOMAS A. MASTERS OF LYNNE L. HUBBARD TO SERVE A FOUR (4) YEAR TERM ON THE RIVIERA BEACH HOUSING AUTHORITY BOARD.

DISCUSSION BY CITY MANAGER

25. TIKI WATERFRONT SEA GRILL LEASE AGREEMENT UPDATE.

26. PROPERTY ACQUISITION UPDATE - 1481 WEST 15TH STREET, RIVIERA BEACH, FLORIDA.

LEGAL DISCUSSION/REQUEST

27. NOTIFICATION OF CITY ATTORNEY PAMALA H. RYAN'S EMPLOYMENT AGREEMENT EXPIRATION.

28. OCEAN MALL: STATUS REPORT

CITY COUNCIL COMMITTEE REPORTS

STATEMENTS BY THE MAYOR AND CITY COUNCIL

ADJOURNMENT

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category:

Subject: **DECEMBER 5, 2012 REGULAR CITY COUNCIL MEETING MINUTES**

Recommendation/Motion: **APPROVE THE MINUTES OF THE DECEMBER 5, 2012 REGULAR CITY COUNCIL MEETING**

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

Background/Summary:

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

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

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
05DEC12.doc	DECEMBER 5, 2012 REGULAR CITY COUNCIL MEETING MINUTES

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
CITY COUNCIL MEETING MINUTES
WEDNESDAY, DECEMBER 5, 2012 AT 5:30 P.M.

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

CHAIRPERSON BROOKS: Okay. I see we're on TV. All right, Madam Clerk.

CITY CLERK WARD: Mayor Thomas Masters? Chairperson Billie Brooks?

CHAIRPERSON BROOKS: Here.

CITY CLERK WARD: Chair Pro-tem Dawn Pardo?

CHAIR PRO-TEM PARDO: Present.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON DAVIS: Here.

CITY CLERK WARD: Councilperson Cedrick Thomas?

COUNCILPERSON THOMAS: Here.

CITY CLERK WARD: Councilperson Shelby Lowe?

COUNCILPERSON LOWE: Here.

CITY CLERK WARD: City Manager Ruth Jones?

CITY MANAGER JONES: Present.

CITY CLERK WARD: City Clerk Carrie Ward is present.

CITY CLERK WARD: City Attorney Pamala Ryan?

CITY ATTORNEY RYAN: Here.

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

CHAIRPERSON BROOKS: Thank you so much, Madam Clerk. We will all now stand for a moment of silence, um, followed by the Pledge of Allegiance. And I always ask when we have our moment of silence, please just, in your own way, say a word of prayer for us, please, the City and our council meeting. And we will have Mr. Thomas. (Everyone stood for a moment of silence with the Pledge of Allegiance being led by Councilperson Thomas).

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

CITY MANAGER JONES: Yes, Madam Chair. Under Community Benefits, um, we have five, um, additions. The first one is Revival Community Outreach Ministries for $1,000. Suggest -- from Chair Brooks. The Youth Recreation Association for $1,200 from Councilperson Davis. The City of Riviera Beach in the amount of $701.32 for a program that is being hosted by Councilperson Davis. Housing Partnership, Incorporated, $500 for Councilperson Lowe. And the City of Riviera Beach, um, the Mayor would like to contribute to Councilman Thomas's Fifth Grade Fun Day. And

those are the additions.

CHAIRPERSON BROOKS: All right. And no deletions or substitutions?

CITY MANAGER JONES: Correct.

CHAIRPERSON BROOKS: Any disclosure by council on any item on the agenda? If there be none, then I need a motion to adopt the agenda.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON BROOKS: Roll call?

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Um --

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: -- yes.

CITY CLERK WARD: Thank you, ma'am. Unanimous vote.

CHAIRPERSON BROOKS: Okay. Now the consent agenda. We do need a motion to approve the consent agenda. If there's an item that anyone would like to pull, um, we'll do so at this time.

COUNCILPERSON DAVIS: Madam Chair, move consent.

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Roll call.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Petitions and Communications for Filing.

CITY CLERK WARD: We have none.

CHAIRPERSON BROOKS: Awards and Presentation.

INTERIM DEPUTY CITY MANAGER JONES: Danny Jones, Interim Deputy City Manager. We had a little technical difficulty with the PowerPoint machine so, uh, we're trying to get a new laptop in. The -- the --

CITY MANAGER JONES: It's right behind you.

INTERIM DEPUTY CITY MANAGER JONES: -- oh, okay. They're coming.

CITY MANAGER JONES: It's right behind you.

INTERIM DEPUTY CITY MANAGER JONES: All right.

CHAIRPERSON BROOKS: Okay. And the presentation is by the South Florida Regional Transportation Authority regarding a proposal for a new Tri-Rail layover and maintenance facility.

JOE QUINTY: And I'll introduce that item. Uh, good morning, Madam Chair and council members. My name is Joe Quinty. I'm on -- I'm the Transportation Planning Manager for the South Florida Regional Transportation Authority. We're best known as the operator of Tri-Rail regional commuter rail service.

And I'm joined, uh, by Lynda Mifsud who is our, uh, project manager for this. She's one of our -- with Jacobs Engineering, one of our planning consultants. And I really want to bring greetings on behalf of Joe Giulietti, our executive director and our governing board -- current chair of our governing board is Steve Abrams, Palm Beach County Commissioner.

CHAIRPERSON BROOKS: Uh-huh.

JOE QUINTY: And really just to introduce this briefly to tell you that it's been a long-standing need for the Tri-Rail system and -- and being able to expand our service and provide a more efficient service but also engage more communities for future expansion. And that's something that we feel that this project -- you know, we're trying to proceed delicately. We've got three different towns, a lot of coordination involved. And this is the beginning of our formal dialogue with -- with this council.

And we think it'll be the start of a lot more of that. But we see this as both, you know, enhancing our existing service, but also most importantly, allowing for expansion with us going north on to the FEC with hopefully the City of Riviera Beach as a partner of ours with a station on that line. So welcome any questions when we're done but Lynda Mifsud, our project manager, will walk you through it.

CHAIRPERSON BROOKS: Welcome.

LYNDA MIFSUD: Good evening.

CHAIRPERSON BROOKS: Good evening.

LYNDA MIFSUD: Thank you so much for having us. I'd like to begin with some history of the origin of the layover facility. The idea and the need for it began in 1994 as Tri-Rail began to grow in success. It was tied to the double-track study that was done at that time and the planning for the extension to the Mangonia Park and the V.A. Hospital all led to the need for extending the layover further north with the stations.

In 1996 the Mangonia Park station did open. And in doing that it moved the end of the line four miles north of the current layover facility next to the West Palm Beach station. In 2002, an additional study was done and at that time a heavy maintenance facility was sought with functions on private property.

And it was part of the Segment 5 Project. In 2010 we took a fresh look at it. 2002 didn't go. 2010 we took a fresh look at it and we began with, What are you going to need to use this facility for? Because we began to question the need for all of those functions at this northern facility. So what we came up with at that time is the need for a layover and light maintenance facility where you do inspections.

FRA requires 24-hour inspections on the equipment. And a place for the train sets to spend the night. Because when you go to the end of your route, you don't want them all going back and forth to and from Miami, the heavy maintenance facility.

CHAIRPERSON BROOKS: So is that what you mean by layover?

LYNDA MIFSUD: Yes.

CHAIRPERSON BROOKS: Uh-huh.

LYNDA MIFSUD: It -- it's where you put the train at the end of the day and then you pick it back up again and take it back south for the regular routes that it conducts.

CHAIRPERSON BROOKS: Uh-huh.

LYNDA MIFSUD: So that's the layover function. Tri-Rail is growing. It now has 51 vehicles. They're looking to go to 82. So they have more equipment. In the next three years those are going to be delivered and they are the new tier 3 vehicles that are meeting a much higher standard for air quality emissions and they're much quieter. So the equipment is improving. It's being replaced and expanded with newer state-of-the-art, high-standard equipment. Um, and people want to ride it.

CHAIRPERSON BROOKS: Uh-huh.

LYNDA MIFSUD: So the ridership is on the way up. It was over 8 percent up last year. That year-over-year trend is growing. And there is a strong desire to extend the service and where it goes, um, as far up as Jupiter. And also, uh, Joe Quinty had mentioned also combining on the FEC. So you're taking some of the service on the CSX and moving it over to the FEC and having an integrated system that goes to more places. And I know we're all excited about this new service.

The need for the project. I'm showing you the existing facility at West Palm. It's too small. It's less than an acre. It can't handle longer train sets. And when your ridership increases, you want to add more trains. You don't want to add more, um, frequencies. You just make a longer train and you can accommodate your increased demand.

It can't handle more train sets, either. If you wanted to add more -- more than 40 minutes, if you wanted to go every 20 minutes, you couldn't do that, either. And so the

four miles distance from the end of the line is also creating some inefficiencies, some cost-ineffectiveness with the additional miles needed to travel for non-revenue service.

In 2010 we did the location study, and we looked at where could we put this along the CSXT and if -- can we find some publicly available property. Let's not try to take private property for it. Let's see what's available. And so we moved that, uh, study looking at different locations along the CSXT corridor.

And what we came up with was one location in, uh, Mangonia Park, Riviera Beach and West Palm. It's in all three. It's called Mission Spur. It's about a half a mile north of Mangonia Park Station. It's compatible with existing land use. It's in a generally isolated industrial and buffered location by trees.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Uh, yes. Excuse me.

LYNDA MIFSUD: The proposed --

CHAIRPERSON BROOKS: Excuse me, Miss Lynda. He has a question.

COUNCILPERSON THOMAS: Excuse me.

LYNDA MIFSUD: Yes. Oh.

COUNCILPERSON THOMAS: Just so we don't get all the way to the end and -- and we -- we're not -- can you go back one slide?

LYNDA MIFSUD: Sure.

COUNCILPERSON THOMAS: Is there a way that you can make that a little clearer so I can see exactly where you're saying for the Riviera Beach?

LYNDA MIFSUD: Uh-huh. Yes. I have a site plan map that will zoom in on it.

COUNCILPERSON THOMAS: Okay.

LYNDA MIFSUD: What we did here is you see that little triangle down at the bottom? And you'll see it because I have a better image of it. That little triangle at the very bottom of the light.

CHAIRPERSON BROOKS: Do you have a laser, uh, something that she could use?

LYNDA MIFSUD: I sure do. Actually, here we go. If you see that little triangle --

CHAIRPERSON BROOKS: Okay.

LYNDA MIFSUD: -- down at the bottom --

COUNCILPERSON THOMAS: Uh-huh.

LYNDA MIFSUD: -- that -- all of this property here is DOT property or it is Palm -- Palm Beach has a sliver that we would need for access. And I'll show you this in more detail. We were looking at parcels and we dismissed most of those parcels because they weren't working.

What we came up with is the need to try and find a wide spot in the tracks. Because what you're doing is you're laying over trains so it needs to be long and straight. It does not need to be square or rectangle or curved. It needs to be right along the track. So we looked for those locations and what we found was kind of a combination of those.

Um, and as you'll see, we looked at parcels that were available. And then we came up with this idea. Let's just put it along the tracks. And we found a little triangle area where we could -- you see it a little bit better here -- where we could put a building for the crew and, uh, administration offices.

Now, at the proposed facility -- and I have some other graphics that showed this a little more clearly -- um, at this facility we're looking for, as I mentioned, the train storage overnight, the inspection and service tracks. It's where you -- you need to do your 24-hour FRA-required inspections for safety purposes, mechanical purposes.

COUNCILPERSON THOMAS: And FRA means?

LYNDA MIFSUD: The Federal Railroad Administration.

COUNCILPERSON THOMAS: Okay.

LYNDA MIFSUD: They've really gotten strong on safety in these last few years, and that is increasing to -- increasingly becoming a bigger focus for the federal overseers. We're looking for a small office. We've identified the need for a 7,000-square-foot, one-story office space for the crew, for the maintenance staff, and for some storage of materials and equipment.

The trains themselves would hook up to a clean electric power at night. They would not be running so you would do your inspections and you would plug them in, turn them off for the night. And then you'd start them back up the end of the day. Fuels, we'll be looking at on-site fueling for these train sets. We've identified the need for a car wash. SFRTA is all about customer service and they want their trains to be clean. And so we've identified a way to place a car wash in this facility that's blowerless, that's brushless and we'll use recycled, reclaimed water.

And the whole facility, the -- the building, we're looking at lead certification. So we -- we have a lot of ideas as to how this can fit well in the environment, as well as the neighborhoods. And we have identified the need for a noise barrier for the communities to the south and Mangonia Park and Riviera Beach.

COUNCILPERSON LOWE: What type of noise barriers?

LYNDA MIFSUD: I'll show you in just a minute. I've got a graph that shows that from the trains, uh, that are approaching from the Mangonia Park Station.

This is a site layout. Let me just walk through where things would be placed. These two orange locations are two service and inspection tracks. This area here is where the building would fit. The driveway from Dexter Way would come along a strip of Port of Palm Beach property to enter the site for vehicles. The trains would approach from Mangonia Park Station to the south into the facility at this junction. They would be serviced at this location. And then taken to the north, plugged in, parked. At the end of the day they would come out.

This is a car wash facility that would be used periodically. Right now they wash the trains --

COUNCILPERSON LOWE: It's a train wash facility.

LYNDA MIFSUD: It is a --

COUNCILPERSON LOWE: Train wash.

LYNDA MIFSUD: -- it is for trains, yes.

COUNCILPERSON LOWE: Train cars, not -- not regular cars.

LYNDA MIFSUD: They -- they call the train cars. Yes.

COUNCILPERSON LOWE: Okay. All right.

LYNDA MIFSUD: Yes. It's not for automobiles. No.

COUNCILPERSON LOWE: Right. Okay. So -- just so we --

LYNDA MIFSUD: In fact, I don't think it would do a very good job for the automobiles. But it is for the trains. Thank you for that clarification.

COUNCILPERSON LOWE: Okay.

LYNDA MIFSUD: And then on the southern end, uh, we're looking for some potential idling of about 45 minutes for a train set while it's being serviced here. The idling is a potential for noise to these residential so we've identified the noise barrier because of the proximity.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo?

CHAIR PRO-TEM PARDO: Okay. So what time -- what time of day would the idling occur?

LYNDA MIFSUD: Uh-huh. The idling would occur as they come in in the evening. So it would occur from, um, 4:30 to 11:00 in the evening.

CHAIR PRO-TEM PARDO: Okay. And then what time would the trains leave in the morning?

LYNDA MIFSUD: The first train out is about 3:30 in the morning.

CHAIR PRO-TEM PARDO: 3:30.

LYNDA MIFSUD: And then about every 40 minutes another train would occur. Now, on leaving they're not idling.

CHAIR PRO-TEM PARDO: Right.

LYNDA MIFSUD: On leaving they're gearing up, they're turning on and they are exiting the facility.

CHAIR PRO-TEM PARDO: Thank you.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis?

COUNCILPERSON DAVIS: Um, this came before the MPO.

LYNDA MIFSUD: Yes.

COUNCILPERSON DAVIS: Um, it was discussed at the MPO a few months ago. And how many of these meetings have you had with the other cities involved?

LYNDA MIFSUD: Very good question. I have a slide that discusses the public

meetings that we've had. We have begun those since last year. We began our first meeting with the City of Riviera Beach in December of 2011. And we have met --

COUNCILPERSON DAVIS: And who -- who -- who -- you met with, um, I believe, one of our engineers?

LYNDA MIFSUD: We met with Planning & Zoning, Mary McKinney, Jeff -- actually, it was right after a DRI so we had very good attendance.

COUNCILPERSON DAVIS: Okay.

LYNDA MIFSUD: Um, Terrence Bailey was -- was there. Yeah, we had very good attendance. We had met separately with, uh, Brynt Johnson and Terrence Bailey on some of the drainage issues associated with RC2.

COUNCILPERSON DAVIS: Okay.

LYNDA MIFSUD: And we have continued to meet with, uh, Mary McKinney and her staff. We've had a couple of meetings with them. But we have also formed --

COUNCILPERSON DAVIS: Ma'am, okay.

LYNDA MIFSUD: -- an intergovernmental committee.

COUNCILPERSON DAVIS: Hold on just a minute, please.

CHAIRPERSON BROOKS: Just one minute there. She has a question.

LYNDA MIFSUD: Yes. Sorry.

COUNCILPERSON DAVIS: Okay. So, um, have you met with any other municipal city councils?

LYNDA MIFSUD: We -- we met with the Town of Mangonia Park last night.

COUNCILPERSON DAVIS: Okay.

LYNDA MIFSUD: Last night.

COUNCILPERSON DAVIS: Now, the reason I -- I -- and at the MPO meeting I -- I --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON DAVIS: -- hadn't -- I didn't know anything about this.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON DAVIS: And you told me it had been presented to our engineers and others.

LYNDA MIFSUD: Uh-huh. Uh-huh.

COUNCILPERSON DAVIS: But my question to you then was I know that the West Palm Beach site is very noisy.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON DAVIS: And in looking at the map, I wanted to make sure that, um, where this location is, you know --

LYNDA MIFSUD: Yes.

COUNCILPERSON DAVIS: -- the homes that are in Riviera Beach are not gonna be

impacted by the noise.

LYNDA MIFSUD: Right.

COUNCILPERSON DAVIS: And you said it was light maintenance.

LYNDA MIFSUD: Uh-huh. Uh-huh.

COUNCILPERSON DAVIS: Understanding that the light maintenance part of it doesn't take place in the Riviera Beach boundary area. It takes place in, I believe, Mangonia Park or --

LYNDA MIFSUD: Yes.

COUNCILPERSON DAVIS: Okay. Um, but light maintenance, you know, I didn't know where -- where it was gonna take place at that particular --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON DAVIS: -- time and wanted to know more about what kind of --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON DAVIS: -- light maintenance you were talking about.

LYNDA MIFSUD: Certainly. Uh-huh.

COUNCILPERSON DAVIS: You know, um, so the -- what I understand now is just the office is going to be located in Riviera Beach?

LYNDA MIFSUD: At this location in the triangle, there is no office in -- in fact, there is nothing in Riviera Beach except for track. If you look at the boundary right here, the office, the service and inspection tracks are all south of the FPL right-of-way.

COUNCILPERSON DAVIS: Okay. Well, see, when we're -- we're looking at this, I -- it's hard for me to tell what's Riviera Beach, what's Mangonia.

CHAIRPERSON BROOKS: Yeah. It was Mangonia, yeah.

COUNCILPERSON DAVIS: What. You know, so you gotta --

CHAIRPERSON BROOKS: If you look at this one it's a little bit larger. Okay. Let me draw this out for you. Uh, everything south of this point where I'm pointing my arrow is outside of Riviera Beach. Riviera Beach is to the north.

COUNCILPERSON DAVIS: Okay.

LYNDA MIFSUD: And so all of the service and inspection, the building, the train wash and the noise wall for the residential to the south, all of that is either in the City of West Palm where I'm pointing my arrow in that little corner --

COUNCILPERSON DAVIS: Uh-huh.

LYNDA MIFSUD: -- or the Town of Mangonia Park. Okay? And we're kind of constrained here because of the electrical lines along the FPL right-of-way in terms of pushing anything north into Riviera Beach. What we have is layover yard for the trains to be plugged in at night. And that's the extent of the activity in Riviera Beach boundaries.

COUNCILPERSON DAVIS: Okay. Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis.

COUNCILPERSON DAVIS: Okay. So you're -- the only thing that's over there is Cisco, um --

LYNDA MIFSUD: Right there.

COUNCILPERSON DAVIS: -- something and sons and --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON DAVIS: -- some kind of building products plant. There are no homes.

LYNDA MIFSUD: There's TAMKO Building Products. No.

COUNCILPERSON DAVIS: There are no residential, uh, homes --

LYNDA MIFSUD: That's CEMEX.

COUNCILPERSON DAVIS: -- in -- in that area?

LYNDA MIFSUD: Right.

COUNCILPERSON LOWE: North of CEMEX is Stonybrooks.

LYNDA MIFSUD: Yes. I -- I understand. Uh, let me go --

COUNCILPERSON LOWE: That's not on the map.

LYNDA MIFSUD: -- let me go -- and I -- I know that noise is a concern for folks. And what we have here is our noise screening distance. Noise was conducted in accordance with the Federal Transit Administration noise and vibration guidelines. We looked at that very closely and we were very concerned about noise to adjacent communities.

The distances that we used for screening of what properties are within the potential for noise -- and they use these distances based on projects around the country and the experience with those projects. We did not find any residential with the exception of the City of West Palm Beach to the south and the Bryn Mawr neighborhood in Mangonia Park. And that's where we have proposed the noise wall where they're very close. You see, they're within a hundred feet of the track at this point.

Now, one thing to note about the proposed noise barrier is it would be outside of the main line. It would be south and west of the main line. So the freight traffic that currently occurs along this corridor and the Amtrak service that currently occurs would be behind the noise wall for those residents.

Now, we did not identify any potential noise for anything beyond those locations to the south.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Thomas.

COUNCILPERSON THOMAS: Um, I -- I see your -- your noise boundary.

LYNDA MIFSUD: Yes.

COUNCILPERSON THOMAS: And it appears that you all have answered most of the

questions that I would have about the noise. What I'm asking is: what is the benefit of you coming to our city to keep your trains there?

LYNDA MIFSUD: Uh-huh. Uh-huh.

COUNCILPERSON THOMAS: I mean, that's not something that I'm excited about just looking at.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: In Mangonia Park they're obviously going to get a building which means that you're going to have to pay some type of taxes, some type of revenue is going to come into their city.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: I don't see how having trains just parked in our city for overnight, however short or long they may be, gives us any benefit. What's the benefit to our city for having to look at your trains as clean as they will be, since you have a train wash --

LYNDA MIFSUD: Uh-huh. Uh-huh.

COUNCILPERSON THOMAS: I mean, as -- as silent as they will be --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: -- because you've conducted some type of --

LYNDA MIFSUD: Yes.

COUNCILPERSON THOMAS: -- sound barriers to your plan. But what is the benefit?

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: Why are you actually, you know, talking to us late but why -- I'm glad you are but why? What is the benefit of that?

LYNDA MIFSUD: Well, actually -- and I appreciate your concerns -- we're very early.

COUNCILPERSON THOMAS: Okay.

LYNDA MIFSUD: This is very early in the process. And we have been very proactive in wanting to reach out to the communities and we've engaged the staff and we've engaged -- this is our second public workshop that we'll be having. We had one back in June to introduce the project. Um, the benefit -- SFRTA is a regional transportation provider --

COUNCILPERSON THOMAS: Uh-huh.

LYNDA MIFSUD: -- that benefits the region, not individual cities. But the entire region. They're a good employer. They're providing transportation service up to the Mangonia Park Station at the end of the line. So it's providing transportation along that 70-plus mile corridor to the region, including the City of Riviera Beach.

I'll also say that SFRTA is a very good employer of people. This will be a location that will be in the vicinity of Riviera Beach. There will be jobs associated with it, although it is not a real active facility. It's a place where you do some small maintenance jobs. There are mechanics that will go to work there. There will be operators and engineers

that will go to work there. And so it will be a good neighbor to Riviera Beach.

COUNCILPERSON THOMAS: But you're gonna be parked there.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: And my issue is, it appears that --

LYNDA MIFSUD: Okay.

COUNCILPERSON THOMAS: -- however someone would view our city or looking into our city, they're gonna see a train. If they're riding on I-95 -- well, based on your map --

LYNDA MIFSUD: (Inaudible) won't. Yeah.

COUNCILPERSON THOMAS: -- it seem -- it would seem to me --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: -- that if you're riding on I-95 you'll be able to look at a train.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: If you're riding, I'm assuming, up 710, which is Dr. Martin Luther King, Jr. Boulevard --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: -- you're gonna see a train. But if you go further up, there's an FEC station. Why can't you just take the trains further up and let them sit there overnight?

JOE QUINTY: Council Member Thomas, uh, Joe Quinty again, for the record. I -- I'm glad you're asking these questions and I think what you can tell from Lynda's response is we don't want to oversell the benefits directly to Riviera on this.

LYNDA MIFSUD: Uh-huh.

JOE QUINTY: That we're fortunate that the state-owned rail corridor is very wide in this location. And just by happenstance at its widest point and where that funky triangle that came along with the rail corridor purchase hits three different municipalities which makes some pretty intense coordination required to get, you know -- explain to all three what's in it, and particularly for Riviera Beach.

You're unique in why, you know -- understand the sensitivity especially so because right now West Palm Beach and Mangonia get train service and right now Riviera Beach does not. So while we feel that the least intense activities are going to be in your segment of this project, truth be told what this does is it makes it easier to expand going north, which I know has been an interest of this council for a long time and making something happen at 13th Street.

And without a facility here, that project becomes much harder to do. This state-owned land here, if the funding came together and all three municipalities are okay with this project, that expansion could happen a lot faster, because for all the good work that the DOT-led study has done that's been looking at the FEC, that we've been partners throughout, sometimes more involved than others the way that that's all gone, this could happen really quickly, too, on the FEC.

But the one thing that that study has not really looked at closely is where can you store trains on the FEC? And much like in Riviera Beach, all up and down the corridor, there tend to be much more residential land uses near the FEC corridor than along this corridor.

You know, is -- is this a perfect location? It's got some flaws that we're trying to iron out. You know, our -- you know, in working with three different cities, it's challenging to treat everybody the same. And you know, in all honesty, our initial concern was working with Mangonia because we felt like their residential areas were most directly potentially impacted. But that being said --

COUNCILPERSON LOWE: Madam Chair?

JOE QUINTY: -- doing that on the FEC, gosh, are you doing it near -- near the port and trying to utilize land that you want to use for port and freight access instead, trying to store passenger trains? Are you doing something in West Palm in sensitive areas? Are you looking further up the line? It even gets more residential along the FEC. That study hasn't gotten to that level.

And what we're trying to do on the RTA standpoint, this project for us meets the short-term needs for the existing Tri-Rail service but means a three- to five-year time frame to bringing Tri-Rail extension north on the FEC to Riviera Beach, to Palm Beach Gardens and Jupiter, can happen faster as a result of this facility.

COUNCILPERSON THOMAS: Where are you -- where are you servicing your trains and doing all that now?

JOE QUINTY: Right now the storage and light maintenance happens in West Palm Beach immediately north of Okeechobee Boulevard just south of our West Palm station. That's on the edge of the downtown.

And you know, what's been an interesting transition there over the years is, you know, back in the '80s when that was -- was set up -- downtown has sort of crept us around us. And it's created a -- as -- as Council Member Davis says, you know, you -- you've heard some West Palm folks mention about noise. And in one regard, yes, there -- there's a -- there's some buildings that are pretty close there that are actually a lot closer than any residences would be that we're trying to do.

COUNCILPERSON THOMAS: I -- I understand that.

JOE QUINTY: Uh-huh.

COUNCILPERSON THOMAS: And I kind of feel you're trying to be sensitive with it. This is my issue. Just like West Palm Beach wants to create their downtown, give a great environment for their residents and -- and be able to experience their downtown environment with the Kravis Center and all that and not have to look at those trains there, I'm not interested in having you bring that here for us to look at.

We're trying to move our city forward so we don't -- we don't have that. So why -- what would be the purpose of us saying, Hey, listen. We're glad that you may consider going north sometimes years from now. But until you consider that and until we actually put that forward, we want to just have our trains home to be with -- in Riviera Beach so that we can look at that and experience that.

And you haven't piqued my interest enough to say, Hey, let's just really be looking at this. I -- I need you the same way you look at the West Palm Beach area and Lake Worth and Boynton and Delray. I need you to have that same thought process about Riviera Beach or we're never going to be able to get to that point where these cities are.

I'm really not, you know, with the chummy words and all that because this right here is going to affect us and it's going to be there for a while if it comes there. And councils prior -- after I'm gone and after this council's gone are gonna be fighting to say, We don't want that here. We want to be able to do some different things.

JOE QUINTY: Uh-huh.

COUNCILPERSON THOMAS: So I'm trying to nip it at the bud, is really what I -- what I'm trying to do. And if you're able to -- and I'm just speaking for me. If you're able to give me something else other than what you've given me tonight to have me to seriously consider the benefit of this, I would welcome that. But at this time I'm -- I'm not just seeing it.

JOE QUINTY: I -- I guess I would say I can't stress strongly enough how interested we are in extending our service to the north and having a stop in Riviera Beach. And --

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: Um, Miss Davis and then Mr. Lowe.

JOE QUINTY: -- and -- and -- and --

COUNCILPERSON DAVIS: Well, he -- he --

CHAIRPERSON BROOKS: Oh. You -- he (inaudible). Okay.

JOE QUINTY: -- the only thing that -- you know, maybe my response came off the wrong way in getting out of West Palm Beach. Our limitations in West Palm Beach are technical, that we don't have -- we've stretched out the fence. We can't fit any more trains. We -- we can't do anything more.

No matter what the City of West Palm says, we have a right to store our trains there at Okeechobee Boulevard for here until eternity. And we are prepared to do that if we have to. And in some form or fashion, probably we're going to utilize that site for something along those lines at some point in the day, storing some trains anyhow. The reality is, this is a long linear piece. It's -- it's almost found public land. I understand that for Riviera, you know, industrial tax bases is a lot -- bread and butter in a lot of ways. But this isn't generating any tax base for you. We're not connecting any utilities to this of yours.

You know, it's -- it's a challenge and if you weren't asking these questions I'd be wondering if you weren't paying attention. With that being said --

COUNCILPERSON THOMAS: Well, I am.

JOE QUINTY: -- we -- we want to be your partner going forward to doing more than just storing trains here, that it's tucked away next to the old 84 Lumber and behind Cisco. We don't think it'll be a detriment in -- in that regard. But again, I know perception, you want economic activity and -- and having some Tri-Rail trains sitting there overnight doesn't scream economic activity. And we want to be your partners

doing much more than -- than just this for you in the future.

COUNCILPERSON THOMAS: Okay, thank you.

CHAIRPERSON BROOKS: Miss Davis? Miss Davis next and then --

COUNCILPERSON DAVIS: Uh, he was -- he had asked first.

CHAIRPERSON BROOKS: -- Mr. Lowe. Okay.

COUNCILPERSON DAVIS: Then I'll go after.

COUNCILPERSON LOWE: Yes. Um, you mentioned a point in the game and you said this was early in the game.

LYNDA MIFSUD: Yes.

COUNCILPERSON LOWE: But in my opinion, we're late in the game. Now, I realize the significance of Mission Spur and our position in terms of Riviera Beach as it relates to connectivity to the CSX and the FEC.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON LOWE: There's only three points that you can access the CSX line and that's in Jacksonville, Riviera Beach, and Miami. Now, I know that they're purchasing -- FEC is purchasing land in West Palm Beach for, you know, what they -- what they're trying to do with Amtrak and the Fast Rail Project.

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON LOWE: That's fine and good.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON LOWE: But also, as it relates to tying the CSX line with the FEC line, there's plan -- there's future plans to put a Grand Central Station in West Palm Beach where the existing connection in Riviera Beach gets the maintenance facility.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON LOWE: And hold -- hold on. I know -- I know you want to say something but I've been following this for a long, long time. You know, and that's our issue here in Riviera Beach. When it came to having a Tri-Rail station in Riviera Beach, our site was, um -- wasn't even considered because they said it was too secure. They said it was too winding to connect the CSX to the FEC.

Just like you can fix technical problems with what exists with the maintenance facilities in West Palm Beach and here --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON LOWE: -- they could do that for Riviera Beach.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON LOWE: Who has to sit right here existingly with dead tracks and spurs in -- in the city -- in the center of our industrial area.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON LOWE: You know, that's why we're trying to act as a catalyst to try

to boost that area. But --

LYNDA MIFSUD: Right.

COUNCILPERSON LOWE: -- FDOT, they own land. FP&L, they own land. Everybody owns land but nobody's taking the responsibility. You know, we're more than just a maintenance yard.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON LOWE: You know, we are a transportation hub and FDOT has failed to come up with a viable transportation plan where, one, we can get people, you know, on a commuter rail system; and, two, we can bring economic vitality to that area.

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON LOWE: You know, and -- and we're -- we're way past the conversation when it comes to that.

LYNDA MIFSUD: Uh-huh. Uh-huh.

COUNCILPERSON LOWE: Matter of fact, Riviera Beach isn't even guaranteed a spot for a Tri-Rail station on 13th Street. You know? They wanted -- they -- they want to put it in Lake Park versus Riviera Beach.

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON LOWE: And I know this for a fact because I've talked to --

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON LOWE: -- DOT. This isn't secondhand stuff that I'm -- that I'm getting. But the point is, the station at 13th Street is very important to us. You know, it connects us to -- to the port. It connects us to our downtown. We have plans for transportation-oriented development right there in that central location. And guess who's spending the money right now? Riviera Beach is. But nobody else is investing in Riviera Beach. And I'm talking about the institutional organizations like FDOT.

Everybody want to bypass us and use us for, you know, a maintenance facility and stuff like that. But when we're -- we're trying to revitalize our communities and make transportation a -- not a burden for folks that can't afford it.

Now, right now, getting to Mangonia Park Tri-Rail Station, you have to take Congress and go all the way out of the way to get there.

COUNCILPERSON DAVIS: Uh-huh. Uh-huh.

COUNCILPERSON LOWE: But we could fix that problem. You know, we can fix a lot of problems where we could turn Riviera Beach around because it was built that way. Fifty years ago it was built that way. It's the only connection. But everybody is going away from us.

And you know, I don't like it because we're sitting right in the -- you're gonna spend more money putting a Grand Central station in West Palm Beach than you will connecting these lines right here in Riviera Beach, 'cause it already exists. And we can have transportation to the north within the next three to five years as opposed to 10 years with you trying to assemble the land and all that stuff, the acquisition and right-of-

way and all of that stuff down in West Palm Beach.

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON LOWE: And that affects people, you know, getting back and forth from Miami to Delray to Jupiter to Hope Sound to Orlando to Tampa to Jacksonville. Riviera Beach is right in the central portion of that. And we gotta be in the conversation. You know, and I -- I -- I respect you coming up here to present this particular plan and I see where it'll fit in. But like Mr. Thomas said, where is the -- where is the benefit to Riviera Beach? We have a lot of concerns.

JOE QUINTY: And Council Member, I think one thing I'm gonna share with you is sometimes my frustration with the DOT because it's confusing the cities right now. And you know, if -- if everyone's calendars weren't as busy and -- this time of year, I would have had Kim DeLaney from Treasure Coast here with me to -- 'cause she usually seems to be the best of sorting out the different pieces of what's what.

Because everyone gets RTA, FDOT and the FEC all mixed up with who's doing what right now.

COUNCILPERSON DAVIS: Uh-huh.

JOE QUINTY: Because there's about four different plans on how to get things going on the FEC.

COUNCILPERSON DAVIS: Right.

JOE QUINTY: And with us, we're -- we're partners with the F -- with FDOT on the local commuter rail aspect of it. With that being said, with they being the lead for the study -- and there was a period where they kind of went on their own track and didn't talk to everybody for about a year and a half as much as they should have. And that caused a lot of grief and problems with us and we -- it seems we -- we seem to be patching it up and getting back together on the same track. You gotta love train puns.

But the thing that's really challenging for us is they're -- as it -- you know, talking to city staff here over the last couple days, you know, DOT is showing to the MPOs and others a map right now that shows the northern extension branching off a Tri-Rail that doesn't have a Riviera Beach site and giving the impression that it's going to be a -- a three-man death match of Lake Park, Riviera and 45th Street in West Palm to see who gets a station.

COUNCILPERSON DAVIS: Uh-huh.

JOE QUINTY: And that I -- I think from, you know, a meeting you had with our senior management, uh, six months to a year ago, uh, down in Pompano Beach, that is not the approach we want to take at all. The new equipment that we've got coming in, the new locomotives, we knew that more cities want service on the FEC, that you want stations that could be at two miles or even a mile and a half, if possible, which generally doesn't fit commuter rail and doesn't match with the old equipment that we run now. But that's why we spec'ed out the new stuff that's coming in, the shiny new aerodynamic locomotive that Lynda spoke about and showed in the picture.

We knew that we want to be able to run one-and-a-half-mile to two-mile spacing if need be. And instead of creating all this havoc, our management does not care one bit. We

will stop at 45th Street, Riviera Beach, Lake Park, Palm Beach Gardens and Jupiter. You know, some of the -- some of the DOT --

COUNCILPERSON LOWE: We want it to stop at 13th. You -- I -- you know, 13th Street. That's --

JOE QUINTY: And -- and we -- we know 13th -- you know, talking to your CRA and others, we -- we -- we know your vision of 13th Street. We think it makes sense and -- and commuter rail complements that. And this is not as much a transportation project, the FEC service, as an economic development project. And saying that you're going to leave out stations for a later phase and maybe 10 years later, something like that, that -- that defeats the whole purpose of doing it. It's -- you don't want trains blowing through towns when you could be creating economic development in those towns. And that's a -- I think a -- one of the visions between ourselves and the DOT that is starting to come together but it's not quite there yet. But, you know, we are working out roles and responsibilities that in 2013, who's gonna be coming back here and talking to you about the details of the FEC local service coming on. We're going to be directly involved in that.

And I think you're going to see some different thoughts and layouts of how to -- to not create competition among cities, but instead create opportunities for cities and link them together instead of, you know -- you know, I think there's such great opportunities here at 13th Street and in Lake Park. I mean, putting everybody on the map and connected up. That's the way it needs to be.

I mean, you've got a bus service that right now takes over a half-hour to get, uh, you know, from the Riviera Beach area to downtown West Palm, and we can get you there in 10 minutes when the train comes in.

COUNCILPERSON LOWE: Right.

JOE QUINTY: That's the sort of things we're -- it's going to create access for your residents and help create economic development and opportunities. And that's what we want to do forward.

And connected to that is doing this project to store the extra trains that are needed to do all this. And I know sometimes that link hasn't always been clear because, again, that FEC study never -- you know, the hard decisions are picking stations to a certain degree. But even harder is getting those details of where you're going to store the FEC trains for that new local service. And that conversation really hasn't come up. And that's why branching off a Tri-Rail is the answer because we've got the big, heavy maintenance yard down in Miami that Miami likes having. And we want to keep this -- the lower level service --

COUNCILPERSON LOWE: Well, let me ask you this.

JOE QUINTY: -- in West Palm.

COUNCILPERSON LOWE: The existing maintenance yard at the West Palm Beach station, you know, what are your plans? Are you going to sell it to FEC or develop it or, you know -- 'cause I know they got plans for that particular piece. And it's not going to be a maintenance yard because the maintenance yard will be in -- in Riviera Beach.

JOE QUINTY: Well, you know, I --

COUNCILPERSON LOWE: And they'll put something there that, you know, they can develop and prosper off of and --

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON LOWE: -- you know --

JOE QUINTY: Just to -- just to differentiate the -- the -- the big FEC station in downtown West Palm, you know, the -- where we store trains now is just south of the existing West Palm Beach Tri-Rail station.

COUNCILPERSON LOWE: I know where it is. Yeah.

JOE QUINTY: That is part of the South Florida rail corridor which is transportation and industrial use. As much as some folks in the city would like to see us move, we have no plans for what to do with that because we may be taking over maintenance of the corridor within the next couple years and we may store maintenance equipment there. So we -- we're not -- you know, the City of West Palm likes to ask what are we -- and I don't want to play that we're telling different cities different things. But we are not at all --

COUNCILPERSON LOWE: I understand.

JOE QUINTY: -- committing to future use of that site because --

COUNCILPERSON LOWE: It won't be a maintenance facility near CityPlace. I -- I doubt it.

JOE QUINTY: Uh, it's -- it's there and it's been there for 20 some years and we're in no hurry to --

COUNCILPERSON LOWE: They don't want it there.

JOE QUINTY: -- they -- they can want all they want. The FR -- FTA -- you know, it's been there. The feds -- we -- we keep enhancing that to try -- to make it work better. What's gonna happen to that site, I don't know. We're not planning for it. We -- we'll worry about that if we -- if we can get approval from three different towns that we want to put it up --

COUNCILPERSON LOWE: I understand.

JOE QUINTY: -- here.

COUNCILPERSON LOWE: Thank you. Thank you very much.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis.

COUNCILPERSON DAVIS: I'm sorry. Um, you said something a little while ago. And -- and when -- when you -- all of this came up in the MPO meeting, I about jumped out of my chair because I had the same feelings that, you know, my colleagues are having, um, about, you know, why is Riviera Beach always the dumping ground? And I said that.

CHAIR PRO-TEM PARDO: Right.

COUNCILPERSON DAVIS: Um, so you said something a little earlier that if this maintenance facility wasn't placed where you're talking about here, that it would be more difficult to put in the Tri-Rail station at 13th Street. Why is that?

JOE QUINTY: Because no area to -- to store and maintain trains on the northern FEC line has been identified or looked at seriously.

COUNCILPERSON DAVIS: So why wouldn't it work with the existing?

JOE QUINTY: Because we can't fit any more trains in the West Palm yard so --

COUNCILPERSON DAVIS: Okay.

JOE QUINTY: -- and -- and putting, you know -- wanting more service, we either have to put more trains or put longer trains.

COUNCILPERSON DAVIS: Okay.

JOE QUINTY: And for the short term we want to use longer trains.

COUNCILPERSON DAVIS: Okay. And the second question is that I asked at -- at MPO is, um, had you looked anywhere else further north?

JOE QUINTY: We're -- we're somewhat limited by how far north we can look on the CSX because the State only owns up to Interstate 95 approximately.

COUNCILPERSON DAVIS: Okay. All right.

JOE QUINTY: So in -- in looking at -- yeah, that's -- and we don't have any rights to run anything on the FEC yet so we weren't looking on the FEC corridor, although it's been looked at casually as part of that eight-year analysis of trying to bring local commuter rail service to the FEC.

COUNCILPERSON DAVIS: All right.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Thomas.

COUNCILPERSON THOMAS: Sir, um, are you interested at all in pressing on the fact of giving Riviera Beach a station?

JOE QUINTY: I -- I think from our management standpoint, Riviera Beach makes sense. And knowing the lay of the land and bringing service to Northern Palm Beach County, I don't envision how a Tri-Rail Jupiter extension is going to happen without a station in Riviera Beach. You know, it looks good on the map right now. You know, having gone to every -- to almost every MPO meeting for the last six years and knowing the way -- way things -- you know, technical says one thing. We want to expand opportunities to as many cities as possible and -- and bring our service to new places. And to -- to me, some of the maps and -- and a lot of the years of back and forth and the different plans has everybody confused. And -- and we're -- you know, for years, even when it was just us doing some analysis back in '03 of trying to do a quick Tri-Rail extension to Jupiter, always had a Riviera Beach station.

And I know the sites change a little bit over the years. For a while they thought it might be here or Blue Heron, some other points down closer to the port. Then it seemed after the -- the Regional Planning Council shred efforts and revisions to the redevelopment

plan, 13th Street seemed to come together as -- as the place. If -- if that's where you want it, we know that Riviera -- you know, we want to serve Riviera. We want to serve Lake Park. We want to serve Gardens. We want to serve Jupiter, all the way up the line and expand opportunities.

COUNCILPERSON THOMAS: Are -- are you interested in pressing on the fact that we have to have -- that I'm just curious about how you feel about it --

JOE QUINTY: I --

COUNCILPERSON THOMAS: -- since you're one of the point and lead people in this.

JOE QUINTY: -- I -- I feel strongly about it. And our -- our -- your staff has heard -- because I think the approach that the state has taken with this study puts anybody associated in a tough -- MPO staff, who's been involved, and Regional Planning Council, too, who's worked with you for years to do the Charrettes and make sure the site's right and talk to your staff over and over again.

And then you see a map that says, Well, the travel demand model that's used for roads, that the next time it gets transit right in South Florida will be the first time, it says Riviera and Lake Park, no one really wants to get on or off the train there so that'll wait later. That doesn't -- you know, that sounds great in theory when you're in your cube and working on the numbers.

But in reality, working through bodies to get things approved and get things done and bring more partners to the table, that doesn't fly. And you want to connect up as many communities as possible and enhance those communities.

Your reaction will probably be even worse if there's no station. All you have now is 50 trains -- 50 passenger trains a day blocking Blue Heron Boulevard faster than your freight trains do now. But that's going to make things a thousand times worse. The reality is we know there's gotta be a station in Riviera Beach. And -- and we're gonna -- we look forward to working with you to influence the process to make sure there is one.

COUNCILPERSON THOMAS: I just want to make sure that my message is clear. We have a lot of development going on in our marina area, which is right up the street from where a potential train station can go that would help foot traffic get there, that will help, you know, that boom. And I'm a hundred percent interested in making that happen.

What I'm not interested in is helping Tri-Rail help themselves without making sure Riviera Beach is benefiting from it. Those years of that type of stuff is really gone in my mind. And I would work as hard as I can to make sure that Riviera Beach is not forgotten about. And I don't really turn over easy, no matter what they may say, whoever the "they" may be.

I'm very serious about Riviera Beach being able to make sure that we're just as good, if not better, as any of the other sites around, from the CityPlaces to the Baysides. Riviera Beach has it. A lot of people recognize that. What most people that are outside of this may not have recognized is that we recognize it, as well, and we're not gonna just let our assets be just taken. We're going to leverage our assets to the max.

And I promise you if I get word that you're not taking us serious about this, you'll see me at every meeting. I'll talk to you directly and whoever else I need to talk to all the way

up. Riviera Beach will not be forgotten on this. And I'm as serious as I can be about this. This -- it's time out for that. We need that type of economic boost here. And with all of the infrastructure that we're putting in, it needs to be there to support it. And I'm very serious about it. I just want you to make sure that you take that message and let them know that I'm serious.

JOE QUINTY: I'm -- I appreciate that. I'm glad it's on the record and I'll -- I'll tell you on the record that conversations I've had with Mary and Jeff and Terrence in recent days, you know, sharing RTA's perspective on how we want to see the service on the FEC go forward is consistent with we don't see any issue with 45th, 13th Street, Lake Park and the Gardens and Jupiter all getting stations.

Making everybody pick and choose does nobody -- does no good for anybody. We need to, as a county, move together unified to make it happen. Instead of creating something where piecemealing cities and -- and competing against each other, a rising tide's going to lift all boats on this one. And knowing your redevelopment plan very well, we want to be a bridge to get people to and from that and make it happen faster, also. So I -- I see that as a win-win for us and working -- not believing what the -- the highway travel model says, but working with what the community wants. That's something we see that has to happen for that project to move forward.

COUNCILPERSON LOWE: Madam Chair?

COUNCILPERSON THOMAS: Thank you for your dialogue. Thank you.

CHAIRPERSON BROOKS: Yes, Mr. Lowe.

COUNCILPERSON LOWE: Um, is this -- is this --

CHAIRPERSON BROOKS: And let the record show that the Mayor is here, please.

COUNCILPERSON LOWE: -- is it still in the plan for us to fund our own stations, the cities to do that? And if that's the case, you know, we're willing to fund our own stations and allow the layover in our back yard. It shouldn't be a problem guaranteeing a -- a station at 13th Street. I mean, it's a give-and-take type of thing. And we're all a part of a system that's trying to provide transportation for the community. That's all our charge. So --

JOE QUINTY: No, you know, the -- the financing --

COUNCILPERSON LOWE: -- just something to take back to the -- to the powers that be.

JOE QUINTY: No. No, the -- the financing plans --

COUNCILPERSON LOWE: Our thought pattern.

JOE QUINTY: -- financing plan's being refined. Uh, you'll see something more definitive back to your staff and perhaps even to this council by mid 2013, 'cause, you know, when RTA -- we tried to hustle this process along about a year ago and tried to say, You know, what can you do really fast to connect up all three counties? We put a plan out there that now has been folded into the FDOT process.

And as they've been merged, you know, some of our financial approach has been tied in. And I think what's always been hinted at through the many years of FEC's study is

for new service; there's some sort of local municipal contribution's going to be in the mix, whether it's towards the cap -- you know, towards station related or, you know, preferably from the RTA's standpoint, an ongoing O and -- operating and maintenance would be our preference. But that's being hashed out right now in -- in -- in great detail in something we're looking to come back to you on 2013 and talk about.

COUNCILPERSON LOWE: All right. Thank you very much. I know we took up a lot of your time, but thank you.

JOE QUINTY: Hopefully we solved all these rail problems. You know?

COUNCILPERSON LOWE: Oh, it's not solved. I wish it was that easy but --

JOE QUINTY: A lot more to be solved but this sort of dialogue, uh, hopefully -- we need more of this to make it happen. So thank you for your time.

COUNCILPERSON DAVIS: All right.

LYNDA MIFSUD: Yes. Thank you very much. We appreciate your, um, allowing us to go through the project. And you're so right to bring up the passenger service in conjunction with the layover, because they are connected. And it's -- it's all about how they work together. So thank you for your time.

COUNCILPERSON LOWE: Thank you.

CHAIRPERSON BROOKS: Uh, if there are no further comments, we do have one card.

COUNCILPERSON THOMAS: I do have -- you have comment cards?

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON THOMAS: I do have one other thing that I just want to put out on the record. If the trains are actually going to be stored there, that means that our emergency personnel would have to respond to any emergencies that -- that happen.

COUNCILPERSON DAVIS: No. No, it depends on what --

COUNCILPERSON THOMAS: So that --

COUNCILPERSON DAVIS: -- where the emergency -- where the incident --

COUNCILPERSON THOMAS: I'm saying if it's a break-in or if it's --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: -- whatever issue it is --

COUNCILPERSON DAVIS: But (inaudible) it's gonna be in our city.

COUNCILPERSON THOMAS: Right. I just -- if it's anywhere in Riviera Beach and something happens, that means that our taxpayers will be paying for, you know, whatever services you get to that.

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: So that does need to be taken into consideration.

LYNDA MIFSUD: Yes, it does. And --

COUNCILPERSON THOMAS: Okay.

LYNDA MIFSUD: -- one thing that we are discussing with staff now is the potential for an inter-local agreement among the three municipalities so that we can spell out all the roles and responsibilities and expectations going forward. We think that would be a good idea to have that clarity.

COUNCILPERSON THOMAS: Please make sure that our staff, as well as our elected officials --

LYNDA MIFSUD: Yes.

COUNCILPERSON THOMAS: -- are notified and involved when you have public meetings --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: -- and when you're discussing this issue, especially if you want us to participate in signing a --

LYNDA MIFSUD: Uh-huh.

COUNCILPERSON THOMAS: -- tri-party agreement.

LYNDA MIFSUD: Okay.

COUNCILPERSON THOMAS: It would -- we just want the same respect that you would give to the other two --

LYNDA MIFSUD: Oh, we absolutely will.

COUNCILPERSON THOMAS: -- cities.

LYNDA MIFSUD: We absolutely will. We're -- we'll work very closely with you and thank you again for your time.

COUNCILPERSON THOMAS: Thank you. Thank you.

CHAIRPERSON BROOKS: We do have one comment card from, um, Gerald Ward.

GERALD WARD: Gerald Ward, 31 W. 20th Street. I have a whole century now of dealing in various train issues, uh, with DOT, with Tri-Rail or whatever they want to be called now. And now we have some private folks that probably will get the job done. They're looking to 2014 instead of stringing it out to 2020 and after.

This presentation was grossly deficient. Two pages of, uh, poor quality graphics. You really didn't know except what they verbalized. And I -- I -- since we now have a court reporter type transcript, it'll be interesting to see how many times they talked about how they talked to staff. But nowhere do they talk about talking to the public that are affected.

Uh, the crossover is extremely important. Most of you brought that out. Between CSX and FEC, it serves our Lewis Terminals. It serves our -- lots of our industrial area. There is no discussion about how that's going to be impeded.

Noise. All you have to do -- and everybody here, and I want to see the Planning Board involved -- has to go down to the Marriott, Clearwater place in West Palm Beach, and go to the back parking lot and listen to the noise. Now, also, smell. Uh, this is right adjacent to Port Center. So Mrs. Perry, maybe when the air conditioning, uh, system starts to take in the exhaust fumes from this, needs to -- to -- to weigh in whether she

and her employees out there at Port Center are happy.

Uh, the noise. Seeburger from, uh, the DOT continually tells me I can't hear the train at my house on the beach side in Riviera Beach. And that's just plain false. He says --

UNIDENTIFIED SPEAKER: That's right.

GERALD WARD: -- Oh, just -- so the noise studies don't make sense. Um, you need a property ownership map. They represented some things about property. I want to see the map and see if it really is like it was represented.

Send it to the P & Z at some point in time. Uh, idling is excessive in terms of time that they -- and then power up and leaving. And then they came to the real coup de grace. Nothing in Riviera Beach but the tracks. So what is it? The air pollution or the noise pollution that we get. And it sounds to me like it's another car crusher that will take us two years to resolve, uh, before we get it straight.

CHAIRPERSON BROOKS: Thank you for your comments, Mr. Ward. There are no other comment cards?

CITY CLERK WARD: No.

CHAIRPERSON BROOKS: We're now at number 10.

CITY CLERK WARD: Presentation by Florida Department of Transportation on improvement to Beeline Highway/State Road 710 from west of Congress Avenue to west of Australian Avenue. Scope of work includes widening the existing roadway from two to four lanes, installation of bike lane, curb and gutter, sidewalks, lighting, landscaping, signing and pavement marking and resurfacing.

CHAIRPERSON BROOKS: And who's --

MEREDITH CRUZ: Hi, thank you for having us. My name is Meredith Cruz. I'm the public information officer for FDOT Construction in Palm Beach County. And this is just a brief introduction to our project team and who we are, so if there's any issues down the road you can contact us and we can handle it quickly.

Also with us we also have a project coming up on Blue Heron. It's very minor compared to Beeline. It's four months long. It's going to start, uh, next week, and we're going to have an open house actually here next Tuesday. So we just want to briefly introduce that project manager, as well.

SCOTT RYDER: My name is, uh -- first of all, thank you for having us. My name is Scott Ryder. I'm the project administrator. What that really means is I provide the oversight of day-to-day operation on the widening on -- on Beeline.

Uh, Beeline, real quick, is just from, uh, Congress Ave. to Australian. Uh, it includes some widening, some signalization, new drainage system, a joint partnership with the City for a new water system and a new sewer system. The contract's scheduled for about 500 days. We're in our 25th day. We've had our open house. It was a very successful open house. And, uh, we look forward to working with the City and the people along the corridor.

If there's ever any questions, uh, I'm an -- it's an open-door policy. If you need my number, uh, it's -- it's out there. I'll be happy to leave it. Feel free to call.

CHAIRPERSON BROOKS: Sir, how many days did you say the project is? I didn't hear that.

SCOTT RYDER: Five hundred days, ma'am.

CHAIRPERSON BROOKS: Five hundred. Uh-huh. Okay.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis?

COUNCILPERSON DAVIS: Um, I was on the council, um, when we first started talking about the widening of State Road 710 back in '05, I believe, '04/'05, somewhere around there. And I distinctly remember a site plan that, um, showed a, um -- a noise wall with foliage. And, um, we discussed that because -- and I -- I was driving down, um, State Road 710 today from Congress Avenue. Now, from Congress Avenue heading east on the north side, there are the backs of homes. Okay?

You've got Stonybrook on the right. Now, when you cross, um, Australian Avenue, on the south side you have homes. Okay? And that's where that wall was supposed to go with the foliage. Now, when we were discussing this way back when, um, you know, nobody said anything at that particular time about this project being done in piecemeal.

You know, at that particular time it was the entire thing. So because FDOT or the economy or whatever took place, um, you know, you decided that this project was going to be piecemealed and those plans just kind of fell by the wayside. So my question is, um -- those homes are still there. And there are going to be, uh -- there's going to be much more truck traffic. And, um, I think that there needs to be a -- a wall barrier. There needs to be some foliage there to catch some of this dust that's going to be kicked up by the increased number of trucks that are going to be using that highway.

So what can you tell me about what FDOT is going to do about that?

SCOTT RYDER: Well, I'm going to give you the typical disclosure. The design part of it, when you're -- when you're talking --

COUNCILPERSON DAVIS: You remember the plan I'm talking about, right?

SCOTT RYDER: No, ma'am. I actually don't.

COUNCILPERSON DAVIS: Somebody does 'cause I --

SCOTT RYDER: Yeah, yeah, yeah, no doubt.

COUNCILPERSON DAVIS: Yeah.

SCOTT RYDER: No doubt someone does.

COUNCILPERSON DAVIS: Okay.

SCOTT RYDER: In our open house we had discussion about that sound wall.

COUNCILPERSON DAVIS: That's right.

SCOTT RYDER: But the set of plans that I got from FDOT to design -- I mean, to build, there was no sound wall in it.

COUNCILPERSON DAVIS: Correct. Well --

SCOTT RYDER: And --

COUNCILPERSON DAVIS: -- and -- and I believe that is because it kind of got lost with -- there was a whole 'nother council that took -- took -- took place and, you know, nobody really thought about it. But those plans were there and that's what was talked about. I don't know if they were approved back then but, um, they do exist.

SCOTT RYDER: Yes. I -- there's been enough conversation about the sound wall where I believe it was discussed at one point.

COUNCILPERSON DAVIS: Uh-huh.

SCOTT RYDER: I -- again, I don't know the history on the -- the sound wall going away or -- or why it was. Um, I can look into it. I can make it public to Meredith. But again, on the -- on the design portion, it's such a long history of this job. You're so correct.

COUNCILPERSON DAVIS: Uh-huh.

SCOTT RYDER: As we watched the three projects develop, even the project that we're working on now, this .8 miles, took so long to get started and, uh, so there's a lot of history on it.

COUNCILPERSON DAVIS: Uh-huh.

SCOTT RYDER: There's a lot of, uh, concerns. But for me telling you the history, I -- I would have to get that answer for you on the sound wall. I'm sorry.

COUNCILPERSON DAVIS: I would really like for -- do you -- do you plan to do another, uh -- or you're gonna be starting -- it's already started, right?

SCOTT RYDER: Yes, ma'am. Twenty-five days.

COUNCILPERSON DAVIS: Okay. I would really like to just see the plans. Um, because, you know -- and -- and I know I can't make FDOT do anything. But I think, um, you -- you should take it back to Mr. Wolfe and whoever else, um, that the residents need, you know -- they deserve to have some kind of, um, protection against, you know, the increased traffic.

SCOTT RYDER: Yes, ma'am. I can share that concern.

COUNCILPERSON DAVIS: Absolutely.

SCOTT RYDER: All right. Thank you.

COUNCILPERSON DAVIS: Thank you. I'm done.

CHAIRPERSON BROOKS: Okay.

SCOTT CAVENDISH: Hello. My name is Scott Cavendish. I am senior project engineer for the Corradino Group. And we will be overseeing the construction, um, the resurfacing and minor improvements to Blue Heron from just east of 95 to Avenue S with the exception of the portion in the middle where Congress intersection was just redone. And from right out here at Avenue H down to U.S. 1. Um, it's just a 3R project. We're going to be milling and resurfacing the asphalt, upgrading the ADA ramps and some minor drainage improvements as needed.

COUNCILPERSON LOWE: Did you say three hour?

SCOTT CAVENDISH: 3R.

COUNCILPERSON LOWE: Oh.

SCOTT CAVENDISH: Um, 3R. The project is --

COUNCILPERSON DAVIS: Madam Chair.

SCOTT CAVENDISH: -- 110 days long and --

CHAIRPERSON BROOKS: Yes, Miss -- oh, excuse me.

SCOTT CAVENDISH: -- the, um, time starts on the 7th.

COUNCILPERSON LOWE: Okay.

SCOTT CAVENDISH: There will be an open house next Tuesday here in this chamber.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis.

COUNCILPERSON DAVIS: Was -- was this project moved up some? Because, um, I thought it was, like, 2014 or was it -- was it moved up in the schedule?

SCOTT CAVENDISH: I'm not aware of that. It had been on the planned projects list for about a year now but --

COUNCILPERSON DAVIS: Okay. Well, maybe I'm thinking 2013, then --

SCOTT CAVENDISH: Right.

COUNCILPERSON DAVIS: -- on that. Okay. All right. Thank you.

SCOTT CAVENDISH: Thank you.

CHAIRPERSON BROOKS: And --

COUNCILPERSON THOMAS: Yes, Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Thomas?

COUNCILPERSON THOMAS: Uh, the 34 date project on Blue Heron, what -- what project was that? That seems to have slipped my --

SCOTT CAVENDISH: Which project?

COUNCILPERSON THOMAS: I thought I heard the young lady say that it's a short project of -

MEREDITH CRUZ: Four months.

COUNCILPERSON THOMAS: -- four -- oh, four months?

SCOTT CAVENDISH: Yeah, 110 days. Yeah, four months.

COUNCILPERSON THOMAS: Okay. Where's -- what -- what's going to be going on with that?

SCOTT CAVENDISH: We're going to be milling and resurfacing the pavement.

COUNCILPERSON THOMAS: Where?

SCOTT CAVENDISH: From east of I-95 to Avenue S, with the exception of the portion that was just done at Congress Avenue. And then again from right outside here at Avenue H down to U.S. 1.

COUNCILPERSON THOMAS: You're going to be doing what to the pavement?

SCOTT CAVENDISH: Removing the pavement and putting -- putting new asphalt down.

CHAIRPERSON BROOKS: Resurfacing.

COUNCILPERSON THOMAS: In the actual road?

SCOTT CAVENDISH: Yes, yes, yes.

COUNCILPERSON THOMAS: Okay.

SCOTT CAVENDISH: And we'll be upgrading the, um, curb ramps, the ADA ramps. Bring those up to compliance, as well.

COUNCILPERSON THOMAS: Put those little yellow things on them and --

SCOTT CAVENDISH: Yeah. Correct. Yes.

COUNCILPERSON THOMAS: -- new little street lights and --

SCOTT CAVENDISH: No signal and --

COUNCILPERSON THOMAS: I was trying, man.

SCOTT CAVENDISH: Right. Right. Right.

COUNCILPERSON THOMAS: No problem. We appreciate it. I was trying. I was trying.

SCOTT CAVENDISH: You can try. Thank you.

COUNCILPERSON DAVIS: Um, Madam Chair?

CHAIRPERSON BROOKS: Any -- yes, dear.

COUNCILPERSON DAVIS: Mr. Ryder once more? Um, we've had residents who've attended the, um -- the MPO meetings who are concerned about the cemetery. Um, now, again, when we talked about this project a long time ago, there was no mention of widening, um, putting in any turn lanes on Australian Avenue.

A couple of meetings ago, um, Commissioner Taylor asked FDOT to please provide -- asked for Mr. Whitfield to ask you to please provide a letter indicating that you were not going to be touching the cemetery and, to date, we have not received that letter. And I still have -- I see some residents out there in the audience who are concerned that you are going to be doing something to the cemetery. So could you please send something in writing that you will not be touching the cemetery?

Um, we know that there have been people out there doing, I guess, the surveys because the County is giving you their right-of-way -- the right-of-way that's being encroached upon or whatever. And so that we can put these people's minds to rest, we -- we need that information in writing.

SCOTT RYDER: Yes, ma'am. And again, I'll -- I'll pass that on to Meredith. But the project that I'm here that I'm responsible for, I can tell you right now we're not doing anything on Australian. We just might put a few ADA ramps at the connection of Australian.

COUNCILPERSON DAVIS: I understand.

SCOTT RYDER: Beeline. But I'll express your concern. But I'm not touching it in this

project.

COUNCILPERSON DAVIS: I understand. Okay.

SCOTT RYDER: All right?

COUNCILPERSON DAVIS: All right. Thank you very much.

CHAIRPERSON BROOKS: Any other comments, questions? We do have a comment -- two comment cards.

CITY MANAGER JONES: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Jones?

CITY MANAGER JONES: Um, and for the benefit of the public, 'cause it wasn't quite clear, uh, I just wanted to announce for the Blue Heron project that's going to start, there will be an open house here in City Hall on the 11th from 4 p.m. to 6 p.m. So residents are welcome to come in, to see what is planned, ask any questions about timelines and timetables. But that will be December the 11th from 4 p.m. to 6 p.m. here in City Hall.

CHAIRPERSON BROOKS: And we are using our TV to announce this, I would hope?

CITY MANAGER JONES: Yes.

CHAIRPERSON BROOKS: Okay. Very good. Uh, we have Mr. Gerald Ward and then Mr. Herman McCray.

GERALD WARD: Gerald Ward, 31 W. 20th Street. Well, you now have two more DOT projects that are fouled up as usual. Uh, 500 days for State Road 710 is obviously a lot less than -- than State Road 5's project. But once again, DOT didn't show tonight. They sent consultants, uh, which is avoiding the problems you have.

The bus pull-off is still now by our old wastewater plant, our ground storage tank, not where it can be used by the residents of -- of, uh, the area, the single-family area to the north where Mr. Thomas lives and in the Stonybrook. If we're going to keep Stonybrook we need to serve them so that they don't walk a block and a half to find a bus.

Uh, this was raised. I came back and managed to get to the end of the meeting last week and Thompson really understood, "Oh, yes, we -- we did say we were going to work on that but we never got to it." So somewhere along the line, we're not following up with DOT.

Cruz is -- is the perennial communication consultant but you really need to follow up directly with DOT folks and not, uh, as much with the consultants, because as they just told you, they're not going to do anything different than the plan says and, uh, Mrs. Davis lost her -- her noise barriers and we have a problem there.

State Road 708. I don't see where Clarence has gotten any speed zones modified. We have an up-and-down problem with 40 mile an hour, 35 mile an hour, school zones, inadequate marking of the -- and signage for the school zones. This is an excellent opportunity that should have been done. I didn't know this project was coming up till I saw the variable message boards in the last week.

Then lastly, manholes. Mrs. Pardo raised this issue from Avenue H east to F Avenue, and last time the DOT did the resurfacing, they totally screwed up the harmonization of the manhole covers. So has somebody in staff taken your suggestions of a month and

a half, two months ago, to get something done? Is there in writing that they're going to get them right this time? So I -- it -- we keep raising issues in council but we don't seem to get product.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo.

CHAIR PRO-TEM PARDO: Thank you. Uh, Miss Jones?

CITY MANAGER JONES: Yes.

CHAIR PRO-TEM PARDO: Do we have anything in the agreement about the manhole covers? You know, this is, like Mr. Ward said -- this is the opportunity to make sure that the manhole covers are right. You know, when I brought it up, I heard from you and one of your staff people and you said, "Well, you know, that's just how it is and there's nothing that we can do about it."

Well, I think now with the resurfacing, we can do something about it, and I think that you should have a discussion with them and, you know -- and mandate that something is done. You know, they were able to, um, properly fix the manhole covers along A1A --

CITY MANAGER JONES: Yes.

CHAIR PRO-TEM PARDO: -- when that project -- when they were working on that project. So, um, you know, if it's good enough for the island it's --

CITY MANAGER JONES: Yeah.

CHAIR PRO-TEM PARDO: -- good enough for the mainland.

CITY MANAGER JONES: And we will continue to work with that because what you find happens is until they put down the final level of asphalt, there is a lip. And so that's what makes it, uh, difficult. This project will not be nearly as long. They'll be putting that layer down a lot earlier and we will be monitoring that as relates to the manholes along Blue Heron when they're doing this project.

CHAIR PRO-TEM PARDO: Thank you.

CITY MANAGER JONES: 'Cause it can be difficult going over them.

CHAIR PRO-TEM PARDO: Thank you.

CHAIRPERSON BROOKS: Okay. That's it? Okay. Mr. McCray?

HERMAN McCRAY: Herman McCray, 2315 Avenue S, Riviera Beach. You know, one of the things that concerns me is that, uh, the port, FDOT, people coming here tonight from the Tri-Rail, and it all seem like they come tell us what they're gonna do and we have -- seem to have no objection to -- in the planning process of what they tell us they're going to do, as if this is, you know, somebody just come in and do what the hell they want. And we have no say so as to what we can do.

Do -- do we really sit down with them in the initial planning of this stuff and say, Hey, this will or that won't be? You know, because that -- that -- that bothers me to coming in here. I think Cedrick asked the question of the man, What is the benefit? I have not heard what the benefit was yet concerning parking the trains out there.

I mean, what -- what economic benefit is it? Just to have them out there? But, I mean,

is there any money coming back. Here the port want to take all the south end of Riviera Beach. I mean -- I mean, who does the City belong to, us or them? And y'all need to start taking time to really become involved instead of just, you know, maybe -- maybe you're not just sitting there. Maybe there's information you don't got I don't particularly have but -- but when it get to this particular point, it seem like this is a done deal.

Now, we're getting ready to have a -- a -- I guess open-house to look at something that's already been done without any input from the community.

CHAIRPERSON BROOKS: Okay. Is that it, Mr. McCray? All right. Well, I do believe that the -- that my colleagues have really made their positions very clear. The argument's very strong about our position on some of these plans that have been discussed with us. So we're just not sitting on -- on the sideline here clapping. We're -- we're -- we're getting involved. So that's it?

CITY CLERK WARD: That's it.

CHAIRPERSON BROOKS: Okay. What we would like to do now, uh, before going to item number 11, I would like to get my colleagues to agree to allow item 13 for us to vote on now because Mr. Pittman does have an engagement in Fort Lauderdale so is it okay if we allow him --

CHAIR PRO-TEM PARDO: Fine with me.

CHAIRPERSON BROOKS: Thank you. Okay. All right. So let's read item 13, please.

CITY CLERK WARD: Resolution 2012-12. 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 -- between the City of Riviera Beach and Pittman Law Group to provide lobbyist representation at the state level on behalf of the City of Riviera Beach. Compensation shall be $5,000 per month for the period January the 1st, 2013 through December 31st, 2014, authorizing the Director of Financing and Administrative Services to make payment from -- from the account providing for an effective date.

COUNCILPERSON THOMAS: So moved.

COUNCILPERSON DAVIS: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON BROOKS: Okay. Um, we don't have a comment card?

CITY CLERK WARD: No.

CHAIRPERSON BROOKS: Any comments, any questions from the, uh -- from my colleagues? If not --

COUNCILPERSON THOMAS: No, I'd like to just state on the record that I think that Mr. Pittman, you're doing an excellent job for the City. We're -- we're there. We're known. Thank you for getting that -- helping to get that extra 500,000 to do that resurfacing --

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON THOMAS: -- of 13th Street, which is something that we badly needed. So I appreciate your hard work and you're doing a great job for us. Thank you.

CHAIRPERSON BROOKS: And thank you, Mr. Thomas, for highlighting that. We do appreciate what you're doing, Mr. Pittman. Okay. Ready for the vote, please.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Okay. Moving on now to --

COUNCILPERSON DAVIS: We need more money.

CHAIRPERSON BROOKS: We're going to keep him busy. Would you like to make a comment, Sean?

SEAN PITTMAN: Just, um, thank you very much. Uh, obviously my firm enjoys the opportunity working with y'all. It's a personal thing for us. Um, and we take it personally in Tallahassee. And this is our third year and each year we've been able to bring something home. We promised you a couple of years ago that -- that -- that big things will be happening and they are.

You're doing big things and you're -- you're asking us to do big things. We appreciate that. Um, and we appreciate you coming up. I can't emphasize that enough. Um, the folks we talked to hear from us all the time. I have to share my time between this client and -- and -- and other clients. But when you come, we're able to put an elected in front of an elected, and sometimes a city manager in front of them. And it makes a big, big difference.

CITY MANAGER JONES: Uh-huh.

SEAN PITTMAN: So I -- I would -- I would implore you and encourage you to continue to -- to give us that time. We'll do the rest for you. We'll open the doors and we'll be there on Sunday night before they sign that budget to make sure that West Palm doesn't take your money. We'll -- we'll be there. Um, but we appreciate you taking the time to come up, and we -- and we -- we want you to do it a lot. And that -- that -- that -- that appointment in Fort Lauderdale is a flight back because we're in -- we're in committee meetings right now.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON DAVIS: Uh-huh.

SEAN PITTMAN: But, uh, it was important that I break away and get down here and --

and -- and be here for -- to let you know how important you are to us. Um, Maria from my Miami office is in the audience. You'll see her around here some because she -- she does some projects for us in Riviera Beach. Madam Pardo, we'd love to help you with your toy drive. She -- she would love to get involved in that. And any --

CHAIR PRO-TEM PARDO: It's tomorrow night.

SEAN PITTMAN: Okay. Well, there you go. We were able to -- we were able to help with Mr. Thomas's, uh, turkey giveaway.

CHAIRPERSON BROOKS: Right.

CHAIR PRO-TEM PARDO: Uh-huh.

SEAN PITTMAN: So we -- we -- we really enjoy that kind of thing. So we appreciate you and thank you for the vote tonight and we won't let you down.

COUNCILPERSON DAVIS: Thank you.

CHAIRPERSON BROOKS: And Mr. Pittman, we know that it's a heart thing with you, as well. You are homegrown.

SEAN PITTMAN: Yes, ma'am.

CHAIRPERSON BROOKS: You -- you go after everything with a passion and that really makes a difference.

SEAN PITTMAN: Well, thank you.

CHAIRPERSON BROOKS: So we just appreciate what you're doing for your city.

SEAN PITTMAN: Thank you. All right.

COUNCILPERSON THOMAS: I expect a report in the morning on the upcoming stuff that you're going to be handling.

SEAN PITTMAN: I can give it real quick now if you want. Thank you all very much.

CHAIRPERSON BROOKS: Oh, no. Get out of here. Go to Fort Lauderdale. All right. Now, um, Madam Clerk, we're -- we do have an ordinance on the first reading, item number 11.

CITY CLERK WARD: Correct.

CHAIRPERSON BROOKS: Which we will read separately. But the manager is looking at us also considering reading item number 12 because they do all relate. So we would still take comments for 11 and 12.

CITY CLERK WARD: Right.

CHAIRPERSON BROOKS: And so I'm asking you then to read 11 and 12.

CITY CLERK WARD: Ordinance number 2012-12, an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, modifying the City's five-year capital projects plan to include the acquisition of real property located 1481 W. 15th -- 15th Street for a future public service complex, police department, fire department, public works department, for fiscal year 2012/'13 through 2016/'17 providing for severability and conflict and providing an effective date.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Were we going to take them both or are we going to do a motion separately?

CITY CLERK WARD: Separate.

CHAIRPERSON BROOKS: Okay. Then item -- okay. Then we'll --

CITY CLERK WARD: What the manager suggested is that, um, we have one public comment card for item -- for the second item and she just want to combine them.

CHAIRPERSON BROOKS: Okay. So --

CITY CLERK WARD: The public comment cards.

CITY MANAGER JONES: Yeah.

CHAIRPERSON BROOKS: -- but now for the vote, now, are we going to --

CITY CLERK WARD: Separate.

COUNCILPERSON DAVIS: Separate.

CHAIRPERSON BROOKS: Separate? Okay, good. All right. Let's -- um, any comments from my colleagues before we vote on it?

CHAIR PRO-TEM PARDO: Wait, vote on what?

MAYOR MASTERS: (Inaudible) on the, um --

COUNCILPERSON DAVIS: The public comment cards (inaudible).

MAYOR MASTERS: -- do the public comments first?

CHAIRPERSON BROOKS: We're voting on --

CITY MANAGER JONES: (Inaudible).

CHAIRPERSON BROOKS: I just want to -- okay. I'm sorry. I didn't hear you, Miss Jones.

CITY MANAGER JONES: You can do the public comments before you vote.

CHAIRPERSON BROOKS: Okay. All right. Well, we'll do the public comments, then. Starting with item number 11. How many --

CITY CLERK WARD: These are 11.

CHAIRPERSON BROOKS: Okay. Bruce Guyton?

CHAIR PRO-TEM PARDO: Wait, Madam Chair?

CHAIRPERSON BROOKS: Yes.

CHAIR PRO-TEM PARDO: I have a question. Are we going to get a presentation first or we're just supposed to vote?

CITY MANAGER JONES: (Inaudible).

CITY CLERK WARD: Yes.

CHAIRPERSON BROOKS: Okay. All right.

DIRECTOR OF FINANCE SHERMAN: Good evening.

CHAIRPERSON BROOKS: Thank you.

DIRECTOR OF FINANCE SHERMAN: Uh, for the -- for the record, Randy Sherman, Director of Finance and Administrative Services. Yes, thank you. And I'm -- I'm glad you kind of consolidated the discussion on 11 and 12 'cause they really are intertwined and -- and they're almost identical items but they're doing slightly different things.

First on item 11, you do have an ordinance. And what this ordinance does is it amends the capital improvement element of your comp plan. Originally back in October, you -- you adopted a plan that contained two projects. And really what this ordinance is doing is it's making an amendment to that and taking those two projects and really just making them one project.

CITY MANAGER JONES: Uh-huh.

DIRECTOR OF FINANCE SHERMAN: Um, the other issue is, is when you -- when you adopted that plan, there was absolutely no contemplation about property acquisition. So again, that is now being identified in the plan.

And then likewise with the second item, item 12, is a resolution. And what that does is it does the same process, taking two projects, making them one project, realigning the budgets and identifying the fact that you're doing property acquisition.

So one again is the ordinance with the capital element in the comp plan. The other one is just putting, you know -- realigning the budget and putting that in place. The numbers don't change. They're the same numbers that you had. Uh, again, it's just taking those two projects and combining them.

What I do want to say, too, is that by these votes tonight, uh, this does not end -- this project doesn't, you know, automatically move it forward. Because an ordinance takes two readings, we will have to bring the ordinance back for that second reading.

And what we're looking at at this point is finishing up the due diligence on the project, uh, probably within the next, you know, nine, 10 business days or so and then bringing those elements back, bringing the findings back from the due diligence at the same time that we ask at the second reading of -- of the ordinance.

CHAIRPERSON BROOKS: Okay. Thank you so much. Any questions?

MAYOR MASTERS: Yes. I have a question.

CHAIRPERSON BROOKS: Yes, Mayor.

MAYOR MASTERS: Madam Chair, and -- and maybe for the, um, legal staff. But why is -- why -- if they're dealing kind of similar with the same kind of project, this, that and the other, why is one an ordinance and the other one's a resolution? What determines that?

DIRECTOR OF FINANCE SHERMAN: The -- the comp plan amendment is set in ordinance.

MAYOR MASTERS: Okay.

DIRECTOR OF FINANCE SHERMAN: Okay? So when that was originally adopted it was done through ordinance, so to amend it, you have to go through the ordinance. The budget is just a budget resolution. It -- it's your typical process of adopting a

budget. And now you're just amending that so it can be done through a resolution.

MAYOR MASTERS: Okay. Thank you.

CHAIRPERSON BROOKS: Okay. Okay? All right. We have --

CHAIR PRO-TEM PARDO: Madam Chair, I'm sorry.

CHAIRPERSON BROOKS: Yes.

CHAIR PRO-TEM PARDO: I'm sorry.

CHAIRPERSON BROOKS: Yes. No, that's okay, Miss Pardo, please.

CHAIR PRO-TEM PARDO: Okay. I was expecting a -- a presentation so you can tell the people at home where all of the money is coming from, which funds we're hitting, you know, instead of just explaining why we have an ordinance on first reading and a resolution. You know, that's what --

DIRECTOR OF FINANCE SHERMAN: Okay. I -- I mean, I --

CHAIR PRO-TEM PARDO: -- I -- I think, you know, for $6.6 million, I think we owe it to the public so --

DIRECTOR OF FINANCE SHERMAN: Okay.

CHAIR PRO-TEM PARDO: All right?

DIRECTOR OF FINANCE SHERMAN: And again, I can address that. Those -- those items were originally addressed when the -- when the comp plan and the capital budget were originally presented. Um, but I can go back and -- and do that.

Um, again, there -- there was 15 and a half million dollars included in the -- in the capital budget plan for the two projects. Uh, so all we're doing is we're taking those -- that $15 million -- and again, I'll -- I'll itemize where that 15 and a half million dollars is coming from -- and moving that into one project.

The 15 and a half million dollars, there is actually $2 million that's coming from, uh, an insurance proceeds from property that had been damaged and -- and the insurance proceeds; they had to replace it. The capital acquisition fund actually is coming $9 million. That's the dollars that originally came from the whole establishment of the utility special district. The refuse fund, which is your -- your solid waste, your -- your trash collection is kicking in $1.1 million.

Um, I'm sorry. Another -- actually, the capital acquisition fund, the 310 fund is actually kicking in $10 million. It's in two parts. And then the stormwater fund, there's $2.3 million that's coming in from that fund, because again, they're -- they're part of the public works and they'll be housed at the public works facility.

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Lowe.

COUNCILPERSON LOWE: Mr. Sherman, um, these funds are the same exact funds that were going to be used for the police station that we've been planning to build for the last, I guess, six or seven years?

DIRECTOR OF FINANCE SHERMAN: Yes. Yes. I --

COUNCILPERSON LOWE: So it's -- it's -- it's not like, uh, we're swimming in a different pool. It's just the same monies but a different project?

DIRECTOR OF FINANCE SHERMAN: Same money, just -- just --

COUNCILPERSON LOWE: Same monies.

DIRECTOR OF FINANCE SHERMAN: -- reappropriating it, right.

COUNCILPERSON LOWE: That's right. And if we were doing the police station here, it would be the same monies coming from the same sources?

DIRECTOR OF FINANCE SHERMAN: Correct.

COUNCILPERSON LOWE: Thank you.

CHAIR PRO-TEM PARDO: Um, Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo?

CHAIR PRO-TEM PARDO: Yeah, I'll make my comments. I have a problem with using the stormwater management money. And I'll tell you why. In 2003 when I was just a resident/taxpayer/homeowner in the city, I participated in all of the workshops, all of the meetings, everything with the stormwater.

Since 2004, I believe, every homeowner and business owner in this city has been paying into this fund hoping that one day this $21 million budget item would come to fruition and we would start focusing on the infrastructure in this city.

I went back to some files that I had and when this was sold to the City, this press release went out. And I want to read a little sentence. It says, "The capital projects that result will focus on eliminating problems in areas with failing drainage systems and on problems in areas that lack drainage systems."

There is nothing in here -- and then I went through the ordinances and I asked Miss Ryan to look at it, also, and you know, you could see her memo. And, um, the way I interpret your memo, you really don't know what the intention of the previous council was when they drafted this. The way I read it is all of this money was supposed to go into stormwater. It wasn't supposed to go into acquiring property to house other things.

Now, I'm sure you can turn around and say, Well, the stormwater is going to be over there. But after looking, I think we have 10 employees so you're taking a third -- all right -- a third of the money to purchase this land, is going into a third of -- well, the $6.6 million. You're taking a third of it to -- a third of the stormwater funds to put into this project when you only have 10 employees that are going to benefit.

So I just question the percentage of it. You know, you're talking, like, 3 percent of that money would go -- or 3 percent of this acquired property would go towards stormwater. So I just have a -- I have a real problem with it. You drive around the city, you want to talk about, you know, aging infrastructure.

You know, drainage problems everywhere. And I can attest to it because I have the issue on my street. Well, all of the streets in my neighborhood. So, um, I heard Mr. Lowe saying, you know, we already approved this and this money was going toward the project.

Well, at the time I wasn't aware of, um, exactly what the stormwater was all about. But

after doing my research, I have a problem with it. You guys can find the money somewhere else. But to take it out of stormwater when we still have $21 million in improvements that we need to make, I have a problem with it.

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Lowe.

COUNCILPERSON LOWE: If you look at it long term, this project is closer to being related to a storm water project --

CHAIR PRO-TEM PARDO: No it's not.

COUNCILPERSON LOWE: -- than the project that was, uh, planned to be right here on this very ground. You know, what's the difference? There was no, uh, uproar when we decided to put a police station here. And the -- and if you're going to claim the stormwater claim, you gotta claim it to this property, as well, 'cause it's apples and apples.

Now, in terms of long term, you have the canal that borders this property to the west that feeds into C17. C17 has been under-capacity for a very long time. So I mean, the -- the potential is -- lies there for us to combine the wastewater -- a wastewater plan, you know, as -- as a supplement to this project long term anyways. You know, because you know, you need more capacity in C17.

And all those canals, especially that main one on the west side, folds into C17. So I mean, if we -- if we want to -- I mean, if we want to relate it to storm water -- a storm water project, it's just that simple. I mean, we've already approved the master plan and it calls for some upgrades in our canal system. And that's just a matter of us incorporating that element to what we're trying to do in that particular area.

What we're trying to do in that particular area is, you know, introduce a catalyst to other opportunities right there in the, uh, central part of the city that has a dying industrial base and has resources in there that has the potential to feed everybody here in -- in -- in Riviera Beach and then also provide a green buffer between Federal Gardens and the industrial area.

There's nothing that exists right there now. But essentially, this starts to move to -- in my opinion, bring the Federal back in Federal Gardens and the Harmony back in Harmony Heights. You know, that's a beautiful area. And -- and focusing in on that area we -- you know, we can't stand to ignore it anymore. It's just vital.

But going back to the dollars and storm -- stormwater related, you know, we were gonna take money from stormwater or we were gonna move around funds to build a police station here right on the current grounds and there was no uproar, no argument, no -- no anything. That's -- and it just -- I -- I don't know. It's just -- I'm puzzled. You know, and I just -- that's my take on it.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo?

CHAIR PRO-TEM PARDO: Yeah. Let me just say something. I'm not puzzled by it at all. Again, the taxpayers have been paying into this. Not just taxpayers. The users. The users of our utilities have been paying into this for the past eight years. I pay

$4.50. I'm sure some people pay less, some people pay more.

But it was all because we were supposed to upgrade the -- our drainage systems throughout the city. Not just the canal. All right. You drive around this city. There's some very serious problems. And again, I don't think the intent was to take the money and buy property so you can, you know, house or build a new EOC and other, um -- other facilities. I think it was for infrastructure and that's it. And I -- I stand by it.

CITY ATTORNEY RYAN: Madam Chair?

CHAIRPERSON BROOKS: Yes.

CITY ATTORNEY RYAN: I would like to just clarify one statement from, um, Mr. Lowe. The money, the $2.3 million that's coming from, um, the stormwater system was not with the police building here.

MAYOR MASTERS: It was public works.

CITY ATTORNEY RYAN: It was with the public works facility.

COUNCILPERSON LOWE: Okay.

CITY ATTORNEY RYAN: On, um, the other avenue.

COUNCILPERSON LOWE: Same -- same -- same --

CITY ATTORNEY RYAN: I just want to clarify that it's --

COUNCILPERSON LOWE: -- same principle, same thing.

CITY ATTORNEY RYAN: -- different location.

COUNCILPERSON LOWE: But it's all involved in the five-year capital plan in which, you know, everybody was fine with it. It passed. And it's a good thing everything is on tape and on video and on record. You know, and if anybody cares to go back and research that, it's all very clear in what transcribed and what happened and who stood for what. You know?

CHAIR PRO-TEM PARDO: Uh-huh. Absolutely. And how staff didn't --

COUNCILPERSON LOWE: And, um, things are -- you know, what's relevant then is relevant now. It just doesn't apply to stuff that, you know, you may not be in support of. It's still the same -- it's still the same situation. It's just wrapped in a different package. Thank you.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis.

COUNCILPERSON DAVIS: Um, Mr. Sherman, um, I'm reading this e-mail from Miss Ryan. You did your analysis and you see no reason why this -- these dollars cannot be used?

DIRECTOR OF FINANCE SHERMAN: No. Storm -- stormwater fees can pay for operations, administrative costs, which this all falls into that category.

COUNCILPERSON DAVIS: Uh-huh. Okay. And Miss Ryan, since you wrote it, I understand that you have no issues with it, either?

CITY ATTORNEY RYAN: (No audible response).

COUNCILPERSON DAVIS: That's what it says here.

CITY ATTORNEY RYAN: I don't think it says that.

CHAIR PRO-TEM PARDO: It doesn't say that.

CITY ATTORNEY RYAN: Um, I defer to Finance on that issue. I said that I was unable to find any case law on this issue. And I -- I did not find anything.

COUNCILPERSON DAVIS: Okay. That's good enough for me.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON DAVIS: Thank you.

CHAIRPERSON BROOKS: Okay. We have, um --

CITY CLERK WARD: Madam Chair?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: We have now approached the hour for public comments so what's your pleasure?

COUNCILPERSON DAVIS: Finish this. We gotta finish this.

CHAIRPERSON BROOKS: Well, we need to finish this. Once you get started I understand you have to complete it. And then you come back to public comments. That was a --

CITY CLERK WARD: Thank you. Thank you, Madam Chair.

CHAIRPERSON BROOKS: -- rule I got a few meetings ago. Okay.

CITY CLERK WARD: Thank you, Madam Chair.

CHAIRPERSON BROOKS: Thank you. Uh, item 11, Bruce Guyton. And then after that, Bonnie Larson.

BRUCE GUYTON: Um, thank you, Madam Chair, Council people, Mayor, City Manager. My name is Bruce Guyton and I am a lifelong resident of Riviera Beach. And my comments are more general in regards to the project as a whole.

Um, we're going through a progressive process by which we must go through these stages to get to our final destination. And right now we're only trying to determine if that property would be feasible. I am waiting on the due diligence results to return. Um, and that would be the determinate factor for me whether we should move forward.

CHAIR PRO-TEM PARDO: Right.

BRUCE GUYTON: And I don't think that we should stop the process until we actually have the results to make a definitive determination, i.e., the environmental studies and other issues that we need to know about before I think that we make the final decision to move forward.

So, um, we have been in our city in a stalemate for the last 30, 40 years. We really don't do big projects. Every time we try a project, opposition surface. We back off and we never get anything done. Our city look the same for the last 30, 40 years, and I think it's time for us to start making some changes.

Um, progress requires change. The City of West Palm Beach went through the same thing when they built their city center, when they attempted to move their library, move their City Hall, people rose up. They filed lawsuits. They said they were going to do a referendum. The mayor down there stood behind progress and she kept moving forward because she know that that would take her city to another level.

And I'm hoping that our leaders would have the same type of foresight to understand before we can progress, it requires some change. And this is the beginning of the change and not the end. And this is not to, um, minimize any of the concerns. Whatever the concerns are, we need to address them and don't dismiss them.

But I'm saying that I have not seen a deal-breaker. If there are -- are no threats to health, welfare and safety of our residents, if we're not taking a blood bath financially in buying the property, paying double what it costs, those are deal-breakers in my mind. And I haven't seen that yet. So until we get all of the studies back, I would hope that this process continue and, um, it is my hope, too, that the results are revealed before the final documents are signed. Thank you very much.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mayor.

MAYOR MASTERS: Let me just state a couple of things at this point. Um, I, the Mayor of Riviera Beach, am very much for progress. Very much for redevelopment but for when it's right, when it's sound and when the people buy into it. Having said that, based upon Mr. Guyton's own comments, um, there's a lack of due diligence here.

We have a deadline. It was supposed to have been two -- is there going to be another public meeting before this deadline? Are all these other concerns that Mr. Guyton, uh, raised, environmental study, transportation -- the, um -- the effect on the traffic study and the other studies. Um, we are under a very strict time -- we've only got a couple of weeks. And so far the -- the -- the greater question is why there haven't been any of these studies at this point.

CHAIR PRO-TEM PARDO: Because it's a (inaudible).

MAYOR MASTERS: So it seems to me that there is a problem. Thank you, Madam Chair.

CHAIR PRO-TEM PARDO: Thank you, Mayor. Uh, Bonnie Larson?

BONNIE LARSON: Bonnie Larson. At this late date, because the owner wants to sell by the end of December --

CHAIR PRO-TEM PARDO: (Inaudible).

BONNIE LARSON: -- as Mr. McCray said, it's always the owners pushing us, pushing us. We're the ones with the money. We're the ones who have the right to do the due diligence before anything is done. It should not be a seller who tells Riviera Beach what to do.

I don't believe even a lot of people know in Riviera Beach that the plan is to move the fire station, the police station and City Hall. You had to look pretty far into the backup to find that City Hall move. Why are we moving the City Hall anyway? Why are we moving anything? We own property. If you want to build something new, increase the

size of the police department building. It is pretty bad but we own property right across the street from here.

Vacant property. Why do we need to buy more property? Put it right across the street so everything is centralized. No problem whatsoever. We don't need to buy property in the industrial area with two railroad tracks driving through it.

What other city do you know of that has their City Hall -- we should be the highlight of this city. What other city puts their highlight, their main buildings, out in the middle of an industrial area? I'm sure the industrial area people would like to have that for their protection. But there's one -- one business here and a couple acres over -- maybe five, six acres over, there's another business. Whatever.

We're here in the city. We need protection for our residents. We live within 10 feet of each other. We need protection right here. Don't put this out in the industrial area. Why are we wasting all this money? As Miss Pardo mentioned about the -- the drainage, why are we fixing drainage on a property we don't even own? Why would we spend money doing that?

If they had it here or across the street, they would spend the money right there. So the money's going to be spent. Why not spend it on property that we already own? Why not improve our property rather than buying something out there? We have talked about that drainage for years and years. You know I have brought pictures to this City Hall. We hired consultants to do a study on the drainage.

We have water running down our streets standing for weeks at a time. It runs up into our driveway these days. That never happened years ago. We have a huge drainage problem and we need to fix it. Don't spend our money that we -- like she said, that we pay into every month for drainage. Don't spend it on buying another property which we do not need.

The forum, it was very unclear. The advertisement in the paper said "Acquisition of property." You hired a moderator. You knew there was gonna be a problem. It was kind of a crazy forum. We couldn't address the council. Miss Pardo and Mr. Lowe were the only two people who had the decency -- I'm gonna say decency -- to sit up on that board. We -- they didn't get asked any questions because the moderator said, "I'm gonna take your questions. I'm gonna address them to the appropriate person." It was Ask Miss Jones Night. She was the only one to whom the questions were addressed. So no, it didn't answer our questions.

Um, it's -- you -- no input from the residents really. We talked and not many people wanted it there. That should really be a referendum. Do you want to move our City Hall and all our facilities out into an industrial area? Ask the people. Listen to the people once in a while. Don't listen to the people who want to sell you property. Listen to your residents. Keep our police and everything right here among the residents where we need it the most. Thank you.

COUNCILPERSON LOWE: Madam Chair?

COUNCILPERSON THOMAS: Madam Chair?

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Lowe?

COUNCILPERSON LOWE: Um, Miss Larson keeps referencing out in the industrial area. Do you know that you could walk five minutes and be in that -- out in that industrial area that you're talking about? So it's not out anywhere. It's right here in the midst of us. It's not a remote area. It's -- it's surrounded by neighborhoods that need servicing, that need protection, that need to be revitalized. Old neighborhoods, you know, that have never realized their full potential.

So this isn't out there like it's on the western edge of -- of the city. This is right across the tracks. It's in walking distance. So I just wanted to make that point so you -- everybody would have a correct frame of reference in terms of what we're talking about. We're not moving any facilities out to nowhere. It's just right across the tracks, if that does happen. So I just, you know, wanted to give everybody a proper frame of reference. Thank you.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes.

COUNCILPERSON THOMAS: I also just want to make sure with, you know -- however your feelings are about the project, whether you support it or you don't, I just want to make sure that some facts go out.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON THOMAS: The City Hall is not being moved there. And that keeps going out for some reason. And everybody that stops me in Southern Kitchen to ask me about that, I have to continue to tell them that it is -- the City Hall is not being moved. Miss Larson, no disrespect. But the City Hall --

BONNIE LARSON: I read it in the (inaudible).

COUNCILPERSON THOMAS: Okay. Regardless of what you may have seen, I'm stating on the record in front of all of my colleagues, the City Hall is not being moved there. So please stop stating that. The City Hall is not being moved. The fire department that is on this campus is not being moved. So whether you -- whether you disagree with it or not, that's what I'm here to -- that's what I want to hear. But I do want to make sure that the correct facts go out about this project.

I'm -- that's what we're here for. That's what we're here for. If you want to ask us questions, you don't have to wait till a meeting. You can call us. You can -- you can ask us now. You can ask us whenever. All of those questions will be answered. It's not that anybody's not trying to answer any questions. We're here. We're doing a due diligence point here.

The -- the other thing of it is, is the property that you were referencing to across the street, well, we kind of use that for our Parks and Rec. You know, so I -- I'm just saying it -- it -- it's a lot of things that -- that are thrown out there. And I'm not lobbying for the project one way or the other. What I'm basically saying is a lot of ideas are thrown out there. We're trying to work with the existing monies that we have now.

If there's issues with that, that is what we have these meetings for. There's a lot of thought process about what could go and what we should do and how we should do it.

But there's not any revenue streams that are being added to those processes.

If there is something -- and I listened to you very clearly -- if there is something I want to hear it. If you got something, some information that we don't necessarily have, I want to hear it. But I do want to hear correct and accurate, you know, statements, if you can. That's all I wanted to put on the record.

MAYOR MASTERS: Madam Chair?

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes. Yes, Miss Pardo's next.

CHAIR PRO-TEM PARDO: All right. Okay. I have a question for the city manager. Um, Miss Manager, Mr. Thomas made a comment that the fire station is staying here on the campus; is that correct?

CITY MANAGER JONES: Yes, ma'am.

CHAIR PRO-TEM PARDO: Okay. So the, um, fire station that you, you know, mention throughout this document will -- so we'll be building a new fire station for station 2?

CITY MANAGER JONES: Correct.

CHAIR PRO-TEM PARDO: Okay. And, um -- and then what is happening with the property for -- at station 2?

CITY MANAGER JONES: No decision has been made on that. We haven't had it appraised.

CHAIR PRO-TEM PARDO: Okay. So do we know how much the --

CITY MANAGER JONES: It's close enough to the Parks --

CHAIR PRO-TEM PARDO: -- fire station going into the warehouse district is going to cost us, what the build-out for that's going to be?

CITY MANAGER JONES: That's a part of the due diligence that's taking place right now.

CHAIR PRO-TEM PARDO: All right.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes, um, Mr. Mayor?

MAYOR MASTERS: A couple things. Um, we -- we -- we heard speaker mention West Palm Beach. Well, let's look at West Palm Beach. They built the City Hall. Where did they build it?

CHAIR PRO-TEM PARDO: Downtown.

MAYOR MASTERS: Where did they build the new police station?

CHAIR PRO-TEM PARDO: Downtown.

MAYOR MASTERS: Where did they -- where did they build the library?

CHAIR PRO-TEM PARDO: Downtown.

MAYOR MASTERS: All where? None of these three were built --

AUDIENCE: In a junkyard.

MAYOR MASTERS: Yeah. I'll let you figure it out. You're right. Over there. They were all built right -- right where they were. I don't know any police station, main police station, fire department, library, any of these things, that's in a warehouse district or part of a warehouse, whatever you want to call it. That's -- that's -- it's a principle here.

The principle for me -- and I think Miss Larson is right. Any time you're going to be moving something that's been here -- I mean, I've only been here since 1987 and I'm -- I'm sure, um --

AUDIENCE: (Inaudible) yourself. All right?

CHAIR PRO-TEM PARDO: What?

AUDIENCE: (Inaudible).

UNIDENTIFIED SPEAKER: Shh.

CHAIRPERSON BROOKS: Please.

AUDIENCE: I'm tired of this.

CHAIRPERSON BROOKS: Order.

MAYOR MASTERS: Pastor McCray would know how long they -- these entities have been here. But they've been here a long time. And I think that this is not a decision for five people to make. These five people, my colleagues, we don't own the police department. We don't own the fire department. We don't own, um, the public works. The people own it. And if it's going to be moved from the central location where it has served and served well for all of these years, then I think the right thing to do is to let the people decide.

It doesn't matter whether this is -- it's obvious to me that it's probably going to pass. But even after it passes, referendum can still say, Is this what we want? Do we want our police department moved? No. Do we want the, um -- whatever else from this main campus moved? No. The people will decide it. And the people will win. Trust me. The people will win. Because everyone I have spoken to -- I have not spoken to perhaps maybe one or two people -- and they've spoken here -- who want to see anything moved.

Now, I've heard, you know -- and almost every time I hear it it's something different. When it was explained to me, it was said to me that, uh, number 1 and number 2 would exchange. The fire station 1 would go there and 2 would go here and that everything here would be torn down eventually and we will have a five-story or four-story or six-story facility on Broadway. There would be a library. There would be a Starbucks. There would be the City Hall. We would have legislative.

And then I heard, Well, maybe not so. Maybe it's going to be here. So due diligence is on the table. But the principle ought to be should the people decide whether or not they want what they paid for moved to another location. I'm -- this is where I am. I mean, for people who say, Well, the Mayor's leading a -- I'm not leading a movement. 'Cause if I was leading a movement, trust me, it would be packed tonight.

I'm not leading anything. Not making any calls. Haven't made any calls. I'm just saying

this is my position. It was my position from day one when this was brought up. It has not changed. For me and my house, I feel that the people of Riviera Beach should make a decision and the council should hear what the people -- if this is a great thing the people would say, Do it. Move everything. Great. We want to go to the warehouse district, or, We want it over there.

And then you bring the people along with you and you don't have a problem. But if the people don't want it, they don't want it. Simple as that. So whether you pass it or not, I'm hearing that there will be a referendum and that referendum will ask one simple question: The people of Riviera Beach, do you want to move any of your services at this Bobbie Brooks Municipal Complex? Thank you, Madam Chair.

CHAIRPERSON BROOKS: You're welcome, Mr. Mayor. Uh, next we'll have Sandy Foland and Herman McCray. Miss Foland and then Mr. McCray.

SANDY FOLAND: Sandy Foland, uh, business owner, 900 13th Street in Riviera Beach and property owner. Um, I would like all of you just to visualize -- if you would go on Google -- uh, the boundaries of Riviera Beach. On a general basis, if you go north, it is Silver Beach Road. If you go west, it's Haverhill Road. If you go south, it's approximately 40th. And then you go east to Singer Island. If you put a pen in the middle, you'll come to about 15th Street.

COUNCILPERSON DAVIS: Uh-huh.

SANDY FOLAND: Sounds to me, with 15th Street and directly west is all residential. Yes, there are some industrial and there's some businesses. There are multi-million dollar businesses that care about this community, care about the growth of it, the security of it, and living with the residents and we add up the dollars. I personally pay about $80,000 in taxes. Of some of that, a piece of it does go to Riviera Beach. I'm proud to be the cheerleader of the industrial and the businesses in this city. I'm proud to represent Riviera Beach and I'm proud to support my council.

CHAIRPERSON BROOKS: Thank you, Miss Foland. Mr. McCray?

HERMAN McCRAY: Herman McCray, 2315 Avenue S, Riviera Beach. Apparently a lot of people don't know where 15th Street is. 15th Street and a lot of that property coming off of Blue Heron belongs to -- to, I guess, UPS and a lot of other places. You got Celetron out there.

And if you think that that's a residential area, the only residential area close to 15th Street where we're talking about this building, is Federal Gardens and west of Federal Gardens. Now, after that then you get to 13th Street. And on the other side of 13th Street are some small businesses. You don't get back into the residential area till you get back around 10th Street coming off of Old Dixie.

I don't know where the five-minute walk that's -- that, uh, Shelby takes to get to 15th Street from Blue Heron or from here. I don't know about that.

COUNCILPERSON LOWE: I didn't say 15th Street so don't add anything to your conversation.

HERMAN McCRAY: But -- well --

COUNCILPERSON LOWE: Get it right, please.

HERMAN McCRAY: -- Shelby --

COUNCILPERSON LOWE: Please.

HERMAN McCRAY: -- Shelby, where -- I know where it is.

COUNCILPERSON LOWE: Well, then, get it (inaudible) right.

HERMAN McCRAY: I know exactly -- and it's not a five-minute walk.

COUNCILPERSON LOWE: Mr. McCray, I know how you go on. Just get (inaudible).

HERMAN McCRAY: Well, Shelby --

CHAIRPERSON BROOKS: Shelby. Mr. Lowe. Mr. Lowe.

HERMAN McCRAY: -- Shelby, it's not a five-minute walk.

CHAIRPERSON BROOKS: Mr. Lowe and --

COUNCILPERSON LOWE: It's a five-minute walk from City Hall right over here to --

HERMAN McCRAY: Well, you -- you running, Shelby. You taking a little jog.

CHAIRPERSON BROOKS: Let him finish his public comment.

COUNCILPERSON LOWE: Yeah. I (inaudible).

HERMAN McCRAY: But nevertheless, I'm -- I'm sorry, Billie.

CHAIRPERSON BROOKS: Let him finish, Mr. Lowe.

HERMAN McCRAY: Billie, I'm sorry. I didn't mean to engage in that 'cause I already know where -- where it is. And if anybody else living there, they know where it is.

COUNCILPERSON LOWE: And I know where it is.

HERMAN McCRAY: Um, Shelby, you come out of Federal Gardens, and I know where you come from. But don't --

COUNCILPERSON LOWE: Okay, then.

HERMAN McCRAY: -- but don't -- don't -- don't do that to me, Shelby, because I know.

COUNCILPERSON LOWE: Don't do that to us.

CHAIRPERSON BROOKS: Mr. Lowe, (inaudible).

HERMAN McCRAY: First of all, I was glad to hear y'all say y'all move around money. You can move money around. You know, right here this City Hall used to be a driving range for the recreation department. Before they put City Hall over here it was on Avenue E. But I cannot believe that you would take -- and phase 4 of this municipal complex thing that y'all talking about talks about moving City Hall, Cedrick. Phase 4. I don't know if you read the whole thing.

But, uh, I think it's a bad move. I don't know why you think it's a good move when you got all this other land. You got people can't work on Fridays because of the fact you ain't got no money but yet you say you can move money around, but yet you wanna go spend money to buy a piece of property that you really don't need and the people don't want it.

So what I'm saying is that you say you have money earmarked for certain things. And if

you had the money earmarked to improve the drainage -- and we all know the drainage is somewhat tough in Riviera Beach at times when it rains -- then why bother that money? Why limit yourself?

Use what you got. Maximize the minimum. The lady just told you about the boundaries of Riviera Beach. Maximize your minimum.

CHAIRPERSON BROOKS: Thank you, Mr. McCray. Uh, Richard Wester?

RICHARD WESTER: Good evening, everybody.

CHAIR PRO-TEM PARDO: Good evening, sir.

RICHARD WESTER: My name is Richard Wester, retired fire chief of the City of Riviera Beach. I worked here 27 years and once, uh, somebody tried to get me to make a recommendation to close the fire station over on Singer Island. I told them, If you want it closed, you close it. And it's still there till this day.

We got waterfront property here, most expensive property you can find, waterfront property. Next, industrial with rails on it. That's what the City's over there trying to shut down now. Water -- uh, municipal government trying to go in there and shut down an industrial area.

I heard Shelby say he want to get some -- get over there and get in there. All those rails in there for people to get in there -- you know, industry. You and I had that conversation we -- before Phil Lewis died. Me and you talked about it.

Um, the tax rolls. We done lost about 10, 12, 15 million dollars off the tax rolls. Choice piece of property over there paying taxes. The City want to go over there and shut it down. Ain't gonna pay -- nobody gonna pay no taxes on it. The City ain't gonna pay no taxes. Gonna lose money right there.

We done lost what, 13 million? I don't know how many million we done lost. Same people talking about that, we're trying to put that junkyard over there. Taxpayers had to come and raise hell to get that shut down.

Police department and the library. Harry Simmons came from New York, built this complex. We asked Harry, Harry, why are you putting the police department back here? Why don't you put it out front where -- the library should go back there. Harry -- Harry Simmons told us, said, That's what the City wants. That's why the police department right in the back right now. Somebody come up want to go to the police department, gotta go through there, try to get in there. Ain't nobody in there. You get busted in the head right in there.

Library. That's where the library should have been. We tried to tell them then. Look what we got. Library sitting right here where it should have been back there.

And in the planner, only place in the whole United States, you gonna find somebody moving a police and fire department into industrial area, is Riviera Beach. Dumbass Riviera Beach. That's the only one gonna do it.

CHAIRPERSON BROOKS: Next we have Gerald Ward. And after that, Miss Duncombe, Norma Duncombe.

GERALD WARD: Gerald Ward, 31 W. 20th Street. Well, obviously --

CHAIRPERSON BROOKS: Mr. Ward, excuse me. Would you like to speak to both 11 and 12? We have two cards for you.

GERALD WARD: Well, I -- I have two cards so do I get six minutes?

CHAIRPERSON BROOKS: We'll give you six minutes, Mr. Ward.

MAYOR MASTERS: He has a double card.

CHAIRPERSON BROOKS: You have two cards so you can speak three minutes on however you want to do it.

GERALD WARD: Well, you -- you obviously have separate issues, uh, because you're -- you're mixing apples and oranges religiously. All right. Let's -- we used half my minute already. Let's go back to the, uh, master plan and the stormwater fund.

Uh, Mrs. Ryan, who just now left, uh, did clearly set Mr. Lowe correctly that we didn't ever use stormwater money for the $11 million of police department improvements. The master plan is yay thick and I guess I should have brought it for the new Finance Director because you've got to go back and modify the master plan before you do this deal, also.

Because there is no way that we have committed -- and we adopted that -- to spend this -- this kind of money in the way that you now are doing for half of the 6 or, uh -- not -- maybe not half -- of the 6.6 million.

I would tell you it's a bad deal from the standpoint of paying $6.6 million for a property that sold to these folks for $5.1 million. That's $100,000 a month they're making by just holding it since July of last year. Um, we -- we then turn around and let them keep the property for another 16 months or so and make 1.12 million, which we get nothing for. And it's still unclear as to how much tax revenue we're going to use when we take it off the rolls as government property.

Appraisals. The appraisal does indicate that having a piece of property split by the only cross-connection -- and somebody made that point very well -- I think it was Mr. Lowe -- at the, um, Tri-Rail session that we had a few minutes ago. But splitting -- having a -- a City Hall property split is really wrong. And Mr. Thomas, you need to read the City's fact sheet that has been touted at that, uh, operation but Phase 2, Phase 3, Phase 4 are all dealing in a new City Hall on this property.

COUNCILPERSON DAVIS: No, not that property.

CITY MANAGER JONES: No.

GERALD WARD: So there is something wrong with the concept of -- of that. Now, later on, people have talked about -- since I got six minutes -- uh, the -- the fact that, uh, we may build a new City Hall at the old City Hall block on Broadway, 22nd to 23rd Street. But none of this seems to be tied down in any logical manner.

Now, get to the end. By the way, how many of you now have gone through these appraisals in detail? So you really agree with the way your made-as-instructed MIA Appraisals were done. Uh, you need to do that because you're the financial responsible persons for making these decisions.

Lastly is the comp plan. We haven't addressed it. Last meeting, Mrs. Ryan clearly said,

Yes, we've got to go back and modify the comp plan, the comprehensive plan, which is your bible for how you're to do every decision you make there, uh, for land use purposes. Tonight you started the process because I raised it on capital element. But you haven't even begun to start the comprehensive plan process to allow us to abandon this building, the fire department moves. All of them are on -- on arterial highways, state roads. Uh, we did this with considerable thought in the 90 years that this city's been designed.

And we really do have a good city. But just in a snap decision from August to now to move it to the western part of a major Lewis Terminal industrial area doesn't make a lot of sense. And I don't think that you will find, when you go through the comp plan process -- uh, and it's not in your due diligence. It ought to be as a condition for closing, that you have completed the comprehensive plan process for land use.

Uh, you had $6.4 million proposed now to spend for improvements; whereas, it was 15 and a half million because you owned the police department and -- ground and you owned the public works ground. So there is something wrong in that particular calculation when you've given away the -- the 6.6 million.

And I think you need to go back and -- and get some pro forma sheets here and do not go forward tonight until you get something that is much more substantive.

MAYOR MASTERS: Madam Chair, I have a question for the speaker.

CHAIRPERSON BROOKS: Thank you, um --

MAYOR MASTERS: I have a question for the speaker, please.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: Mr. Ward, would you come back, please.

CHAIRPERSON BROOKS: Mr. Ward?

MAYOR MASTERS: How long have you known about this plan?

GERALD WARD: I found out about it about a week before the last council meeting which was the 7th of November. So the first of November.

MAYOR MASTERS: And you've had -- you've had plenty of opportunities to talk to people about this?

GERALD WARD: So far I've not found anybody that seems to be in favor of it because they want to see their -- their government when they go to the post office. They want to be on a travel way.

MAYOR MASTERS: On Blue Heron, right.

GERALD WARD: Blue Heron is the --

MAYOR MASTERS: Let me ask you this.

GERALD WARD: -- (inaudible).

MAYOR MASTERS: So all the people that you've talked to -- and you're a man of great honesty and integrity -- you have not talked to one person that supports the move to the warehouse?

GERALD WARD: No. I -- I think that Mr. Guyton supports it. I've talked to him.

MAYOR MASTERS: No. My -- my final question. My final question.

GERALD WARD: Mr. Lowe.

MAYOR MASTERS: Well, we --

COUNCILPERSON LOWE: That's two people.

MAYOR MASTERS: Okay. Other than the -- the two. But my -- my -- my question is this, and I'm finished, Madam Chair. Would you support a referendum for this question to be on the ballot?

GERALD WARD: We have, in our charter, the fact that you can't make certain real estate deals in this town because the citizens wanted to have the ability to vote on such real estate transactions. So this is an equivalent, and I would almost tell you in 2008, if -- if the Charter Review Advisory Committee had thought about having major reductions in fire departments and -- and, uh, city halls and move, uh, we would have proposed a (inaudible).

MAYOR MASTERS: So you support a referendum? Thank you.

GERALD WARD: They're required.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yeah. Yes. Yes, Mr. Thomas.

COUNCILPERSON THOMAS: Yes.

CHAIRPERSON BROOKS: Miss Duncombe, you're next.

COUNCILPERSON THOMAS: Um, the -- that was the second individual that asked me to refer back to this fact sheet in less than a week. I understand what's in the fact sheet. What we're discussing that's going over in between 13th and 15th Street is a police department, a public works and a fire department. That is all I'm trying to make clear.

The City Hall, as I stated several times tonight already, is not going over there. As a matter of fact, it's going to be several years before the City Hall does anything. So I don't mind you being against it. And listen, I want to hear the individuals that are against it. I want to hear that. I also want to hear the individuals that are for it.

COUNCILPERSON DAVIS: That's right.

COUNCILPERSON THOMAS: I have an issue that the solid majority on this is not coming to this mike to speak. I want to hear those individuals, wherever you may be, if you support this project, come and see it. I'm not gonna debate with the Mayor or anybody else over this 'cause you can't have a referendum after the fact if you already bought the property. What sense does that make? You know? That's what this whole due diligence period is about.

I also know, Mr. Ward, that you're not even for the -- the beach renourishment to try to help stop the -- the erosion where you live. So you being against a project is not the hero -- I didn't ask for -- I didn't ask for any dialogue like the Mayor -- for -- for you -- for you going back and forth, you know, with this saying it's not a good project or it is a good project, I want to hear it. You're a resident. It's important to me. But just because you oppose it does not mean it is the wrong thing to do.

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON THOMAS: I want to hear everyone. And I want to hear everyone respectfully. And all I'm asking is whatever side you're on, just please state what you feel about the accurate facts. That is all. Then we'll make a decision. We have that time to make the decision. And if we need to do several more public meetings, then -- then that's what we're here to do. That -- that is all I wanted to say. Just make sure that the facts are accurate. That's all.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes.

COUNCILPERSON DAVIS: I just had one question. Mr. -- Mr. -- Mr. Ward, how many people did you talk to? I -- I -- just give me a ballpark figure.

GERALD WARD: Based upon going to the post office and so forth, I suppose I talked to probably about 40, 50 --

COUNCILPERSON DAVIS: Okay. Forty people. We've got how many -- how many people voted last time? Close to 3,000?

CHAIRPERSON BROOKS: Three thousand.

COUNCILPERSON DAVIS: Okay.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON DAVIS: So what -- all I'm saying is, you know, we had people here, what, two years ago, who didn't want a car wash on Blue Heron Boulevard. But it's there. And it's being used by some of the same people who didn't want it.

CHAIR PRO-TEM PARDO: (Inaudible) main thoroughfare.

COUNCILPERSON DAVIS: So, I mean, you know, I'm -- I'm with Mr. Thomas, that -- that I want to hear what people think. And it's okay to be against something. But, you know, I don't believe that, you know, 40 people speak for the majority of the residents who vote, who live in Riviera Beach. Um, so, you know, if -- if you guys are out there and you need to speak to us and tell us what you think, please come on and let us hear you.

CHAIRPERSON BROOKS: Uh-huh. Miss Duncombe, thank you for your patience. You -- you're next.

NORMA DUNCOMBE: Uh, Norma Duncombe, and -- and I -- I'm not really sure whether I should speak. Um, first of all, I do think it's important -- people pay taxes and they have a right to decide what they want or do not want.

AUDIENCE: That's right.

NORMA DUNCOMBE: Let me just touch on the community that you mentioned that needs to be upgraded. Let's not confuse the communities being upgraded with what we do about our public services. The communities do need to be upgraded. They're historic communities and we do need to do something about those communities. So let's make sure we take care of that. I want to make sure.

I am all for progress. I am always for progress. But let it be something that will benefit

the citizens of this city. Number one, talking about the stormwaters. You only have to get caught out there -- and my little old car got stuck on Silver Beach Road in a river early in the morning. So we do need that money for that. Let me just make sure that's clear.

Okay. The next thing is this. If you move the services over on the area away from here, there are many citizens who do not drive. Do you have bus services over in there? Anybody can --

COUNCILPERSON DAVIS: Not yet.

CHAIRPERSON BROOKS: Congress.

NORMA DUNCOMBE: Huh?

MAYOR MASTERS: Not yet. No, not yet.

CHAIRPERSON BROOKS: Congress.

NORMA DUNCOMBE: Not yet?

CHAIRPERSON BROOKS: On -- not there but on Congress, two blocks away.

NORMA DUNCOMBE: But I'm -- oh.

COUNCILPERSON DAVIS: No, we're working on it.

CHAIRPERSON BROOKS: Yeah.

NORMA DUNCOMBE: It's only two blocks away. Because there are a lot of people who do not drive. I think, you know, when you start deciding to do things and -- and as I said before, I'm all for progress. I have never seen a city that did not put their city complex with the whatever departments on the main drag. And here you have property that -- yes, build a new building if that's what you want. But why go and spend $6 million for something when you can build and go up five stories or whatever number of stories you have to go up? Do that.

You know, I think we need to have a whole lot more conversation about this before you make this decision to put 6,000 -- $6 million in a property and you have no idea as to how much it would cost to do what you want to do. And I -- I think if money is limited, then you have to spend it wisely.

And right now it does not appear that this is what we're trying to do. And I think, you know, we can yell and fuss at one another -- well, not me. But yelling and fussing at people who have concerns will not solve the problem. Maybe if we sit down -- and that meeting we had the other night with the moderator, maybe it should have been a meeting where we just came in and everybody could talk back and forth, come up with ideas, and maybe something else would have come -- well, it might have been a better meeting in terms of having an open -- having an open discussion.

And you know, if somebody comes up with a better idea, don't be afraid to say, Well, let's move in another direction. That's not going to hurt us.

CHAIRPERSON BROOKS: Time us up, Miss Duncombe.

NORMA DUNCOMBE: Oh, okay. I thought I had six minutes, too.

CHAIRPERSON BROOKS: Okay. No, you only put in one card. Okay. That's the end

of, um, the comments on --

WARRIE LEONARD: There is another card up there.

CHAIRPERSON BROOKS: What's the name on the card?

WARRIE LEONARD: National Village Timber Pines Homeowners' Association.

CITY CLERK WARD: (Inaudible) card.

CHAIRPERSON BROOKS: Oh. Oh, could we have put it under public comments? It didn't have a number on there, Miss Leonard. You want to speak now? Come on.

WARRIE LEONARD: Good afternoon, Mayor and Council. My name is Warrie Leonard. I'm President of the National Village --

MAYOR MASTERS: Good afternoon.

WARRIE LEONARD: -- Timber Pine Homeowners' Association. We attended the meeting concerning the removing of certain facilities to the new complex that you want to build.

After listening to everything that was given to us, we held our monthly meeting. I will now let Miss Franke Lavergne read what came out of our meeting.

CHAIRPERSON BROOKS: Okay.

FRANKE LAVERGNE: Good evening -- rather, good night.

COUNCILPERSON DAVIS: Good evening.

FRANKE LAVERGNE: To our distinguished -- this letter was written on December 4th. I'm Franke Lavergne, treasurer of the Timber Pines -- uh, National Village/Timber Pine Homeowners' Association. "Mayor Thomas Master and Council members, 600 W. Blue Heron Boulevard, Riviera Beach, Florida. Distinguished Mayor and Council members, the National Village and Timber Pine Homeowners' Association held our annual monthly meeting on November the 20th, 2012. Several items were on the agenda but one item we are bringing to your attention tonight is the moving of the current city facilities.

"The city facilities is now located on the main pathway. It is accessible and safe for all city residents. In the presentation last month the City -- the City --" excuse me -- "stated several concerns if the land was purchased. The following are major concerns shared not only by the City but also by the association and other residents. The title search, one, is incomplete. FEC Railway -- Railway will continue to have 24-hours access to the property. The environmental study has not been completed. The City Comprehensive Plan will have to be reworked. The property is located in an industrial area (safety concern) and is not on the main street.

"Six, the City will not be able to take over the property for 18 months even after it is purchased this month. The City will be liable from the purchase date. Our questions to you are why are you allowing the seller to dictate terms to you? Two, why is there such a rush to buy additional land during a struggling economy?

"In closing, we respectfully request a response to our questions and an in-depth look by the City to address residents' concerns. We are a community striving to make Riviera Beach the best place to live, work and play. Sincerely, the National -- sincerely, the National Village and Timber Pine Homeowners' Association. It is a community moving

forward." Thank you.

CHAIRPERSON BROOKS: Thank you so much.

MAYOR MASTERS: Thank you.

CITY MANAGER JONES: You want to hand me the letter for the record?

CHAIRPERSON BROOKS: Um, what was your -- Miss Jones?

FRANKE LAVERGNE: My --

CITY MANAGER JONES: No. I just want to say if she wanted to give us the letter for the record.

CHAIRPERSON BROOKS: If you want to give us the letter for the record? How many people were at your meeting?

MAYOR MASTERS: Yeah, that's what I want to know.

CHAIRPERSON BROOKS: I just would like to know how many people were at the meeting. How many belong to the association and how many were at the meeting?

COUNCILPERSON DAVIS: Is there a card on there, Miss Jones?

CITY MANAGER JONES: Huh?

COUNCILPERSON DAVIS: Is there a card?

WARRIE LEONARD: We have 120 homes out there. That night we had about 25 people there.

CHAIRPERSON BROOKS: Okay.

WARRIE LEONARD: And regardless of whether they were not at the meeting, I have spoke to several of them as the president and I have -- they've come to my home and walk in the neighborhood. So --

MAYOR MASTERS: I have -- I'm sorry.

WARRIE LEONARD: -- we have discussions. So far I have not -- I have not -- I don't know about anybody else --

CHAIRPERSON BROOKS: Uh-huh.

WARRIE LEONARD: -- found anyone that is for this plan. All I ask is that you think about it, think about the concerns of the citizen. And my -- my main concern is you don't let anybody rush you with your money.

AUDIENCE: Amen.

WARRIE LEONARD: That's our money. If he want to sell it, let him sell it in our due time. Do it in our due diligence --

AUDIENCE: Amen.

WARRIE LEONARD: -- not theirs.

MAYOR MASTERS: Madam Chair, just a question.

CHAIRPERSON BROOKS: Thank you.

MAYOR MASTERS: Miss Lorna -- Leonard, I think you -- you cleared my, um -- my

concern. So even at the meeting, there was not one person that spoke in favor of moving to the warehouse?

WARRIE LEONARD: No, sir.

MAYOR MASTERS: Not one?

WARRIE LEONARD: Not one.

MAYOR MASTERS: Thank you.

CHAIRPERSON BROOKS: (Inaudible).

WARRIE LEONARD: And the ones that -- maybe that was for it, they did not voice their opinion like you said. Thank you.

MAYOR MASTERS: Thank you.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo?

CHAIR PRO-TEM PARDO: I think the city manager should tell, um, the residents about the, um -- the discussion that either she had or, um, the interim city manager, asking -- when she asked for the extension.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis.

COUNCILPERSON DAVIS: I'll be happy to address that, if you don't mind.

CHAIRPERSON BROOKS: No, I don't.

COUNCILPERSON DAVIS: Um, actually, um, it became a real issue because I did ask some questions as an elected official. After the last meeting I went to Mrs. Jones and asked if, um, they had considered asking for an extension.

And her response was no, they hadn't but they would. So, um, the answer when I -- I called her back, I think it was a couple days later to see if she had done -- done so. And, um, came to find out that they wanted more money for, uh, the property if it was extended past December 31st.

But my concern or my disappointment, rather, came about because, uh, a letter was written indicating or insinuating that somehow, um, because the rest of the council hadn't been notified that I asked that question, that somehow staff were -- were crooks or trying to hide something.

And it just so happens that the persons mentioned happened to be black. So I take great offense about that. And, um, I can -- I can go back to when, um, other persons have been chairs of this city. I also felt that, you know, a lot of things were going on that I didn't know about. And I was that lone dissenting vote. But I never, ever put pen to paper to suggest that my staff were somehow, uh, being secretive and trying to circumvent council's authority or that they were doing something criminally -- criminally -- criminally wrong.

So, um -- and it can be easily, um, dealt with, I think. It -- it -- since it has been made an issue, if anybody on this council who -- we all have the same powers and authority -- if anybody on this council wants to, uh, go to the city manager or to our city attorney, who

our -- who are our only two employees, and ask questions or give a directive, um, and want to know about it, then it should apply to every person up here. And I don't have a problem with it. But I know for a fact that every single person on this dais has had conversations with either the city manager -- city attorney or the city manager where that has not been relayed to the rest of us.

Okay? There were trips taken that I didn't know anything about. Um, and, you know, uh, quite a few other things. But you know, it's -- that's not an issue for me. Because if -- the time when I can't ask staff a question is a time that I don't need to be here. None of us need to be here. So I hope I've addressed it thoroughly.

CHAIRPERSON BROOKS: If there'll be no further comments --

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes?

MAYOR MASTERS: Was there -- was there an (inaudible)?

CHAIR PRO-TEM PARDO: Okay. So Miss Jones, can you tell us what that figure was, how much they came back with?

COUNCILPERSON DAVIS: 400,000.

CHAIR PRO-TEM PARDO: Excuse me?

CITY MANAGER JONES: If -- if -- if we went up to six months extension, it would have been $400,000.

MAYOR MASTERS: $400,000 more?

CITY MANAGER JONES: For not -- for not closing for an additional six months.

MAYOR MASTERS: So he wants to charge us another $400,000 for six months if we didn't seal the deal by the time (inaudible)?

CITY MANAGER JONES: No. Well, what we're doing in this -- now you're talking about a real estate deal.

MAYOR MASTERS: Right.

CITY MANAGER JONES: Like, if you buying a house. If you're putting down a contract and if you ask somebody to take their property off the market for an extended period of time --

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: -- you've got to pay for that. We were at -- an extension would mean, Don't go sell this property to anyone else. Still give us the first rights. And that does cost you and so that was what it's for. It was for them, the extension of time to close so that they would not put the money back on the property -- on -- on the -- (inaudible) sale.

MAYOR MASTERS: So my -- my -- my question is, Madam Chair -- I'm not trying to disrespect the Chair but I'm --

MAYOR MASTERS: Yes. Yes, Mr. Mayor.

MAYOR MASTERS: -- just -- just asking the manager. So my -- my question is this.

He would not even extend 30 days courtesy?

CITY MANAGER JONES: Once I heard the $400,000, it was a done deal for me and I wasn't going to bring that forward so I didn't go back.

MAYOR MASTERS: Okay.

CHAIRPERSON BROOKS: And just to add, I believe --

MAYOR MASTERS: Thank you, Madam Chair.

CHAIRPERSON BROOKS: -- believe also that, with these tax laws, that if you -- we're looking at capital gains taxes?

COUNCILPERSON DAVIS: Uh-huh.

CHAIRPERSON BROOKS: And persons now, who they're trying to, of course, do what they can before the end of the year, by the end of the year. And I would assume that that had to be factored in with any additional, um, monies tied to that -- to that acquisition. So, um, anyway, you've made your point. Everybody's made their point and it's --

MAYOR MASTERS: I have a question for the lawyer, Madam Chair.

CHAIRPERSON BROOKS: Okay, Mr. Mayor.

MAYOR MASTERS: Thank you. Madam Chair, um -- I mean, Madam Attorney, I want to ask you on the record as it relates -- cause I know I've mentioned it two or three times. Other people have said, uh -- have mentioned it, as well, as relates to a question relating to the -- any referendum before or after the fact. Now, let me -- just listen to me.

I have pretty much -- pretty good knowledge of referendums 'cause we've done -- I personally have done two and have been very -- three, and have been very successful with -- with them. So I think I have a pretty working knowledge of what we can put on the ballot and what you cannot. But I need you to help me out just to make sure that I'm still clear.

One is, is it true that you cannot put a question on a referendum ballot that deals with capital? Deals with money. That cannot be a referendum question, right? You cannot do that. Is that true?

CITY ATTORNEY RYAN: I think that's correct. You can't -- anything dealing with the budget, monetary -- monetary issues, you can't give to the public to deal with. That's accurate. Yes.

MAYOR MASTERS: Okay. Now, if this was passed by my distinguished colleagues and it went to Tallahassee as far as the comp plan -- and let's just say that the -- the comp plan just said no, basically. We're just not gonna allow the change -- the changes. At that point we would be stuck with a building that we would have to sell or do something with if they came back with that; is that true?

CITY ATTORNEY RYAN: That is correct. If you --

MAYOR MASTERS: All right.

CITY ATTORNEY RYAN: Oh, okay.

MAYOR MASTERS: Now -- I'm sorry.

CITY ATTORNEY RYAN: No.

MAYOR MASTERS: Is that correct?

CITY ATTORNEY RYAN: Right. A part of this is -- even though we are buying the property, we still have to go through the comprehensive plan amendment process to change the land use. The land use is currently industrial. It needs to be changed to community facilities to be in compliance with our comp plan and, um, our zoning regulations.

MAYOR MASTERS: And if that doesn't happen as far as moving to the warehouse, then we would be stuck with a building that we purchase, property we purchase; is that correct?

CITY ATTORNEY RYAN: That is correct. You would not be able to move your community facilities there.

MAYOR MASTERS: All right.

CITY ATTORNEY RYAN: You would have to do something else, which is -- which would be compatible with the use that's already there.

AUDIENCE: Junkyard.

MAYOR MASTERS: So my question is, um, either before or after the fact, let's just suppose this council decides to -- to spend the money and -- and you know, I -- I'm just for a new police station here. And let me just be real clear. You know, I am not for the warehouse and -- and building it out or building it up or building it any -- building it any kind of way. I am for -- I believe that our officers deserve, as we have said over and over, a new police station as we have spent thousands of dollars, if not hundreds of thousands of dollars for a new police station on this property. That's what I'm for.

It's like, are you for a new car or a used car? I'm for a new one. And I'm for a new one here, right here. But my question is this. Let's get past that. If this council decides, knowing that a referendum is -- will be blooming, decides to pass it anyway and anyhow, as we have known to do in the past, a referendum question can still be placed on the ballot as to whether or not the people of this city want to move any of the facilities that's on this property. Am I correct?

CITY ATTORNEY RYAN: You are correct. Um, the sale of the property would go through but if a referendum was placed on the ballot regarding, um, the movement of the facilities, that referendum would probably take place before the City actually moved. I think that if the City actually moved, um, you would be mooted out and wouldn't be able to do that.

But if a referendum occurred -- and I don't know if it's enough time. I'd have to defer to the city clerk on enough time for a referendum to occur in March, but, um --

MAYOR MASTERS: I believe it is enough time.

CITY ATTORNEY RYAN: Okay.

MAYOR MASTERS: Madam Clerk?

CITY ATTORNEY RYAN: In any event, um, because the City would not move into the facility for another 18 months, a referendum could certainly happen before then. It -- it

could stop the movement.

MAYOR MASTERS: Right.

CITY ATTORNEY RYAN: Just like with --

MAYOR MASTERS: And we would be stuck with a -- either way, we'll be stuck with a building.

CITY ATTORNEY RYAN: If it passed.

MAYOR MASTERS: Find another use for it.

CITY ATTORNEY RYAN: That is correct.

MAYOR MASTERS: Right?

CITY ATTORNEY RYAN: That is correct.

MAYOR MASTERS: Or sell it.

CITY ATTORNEY RYAN: That is correct.

MAYOR MASTERS: A building that nobody else will buy but us at this point. And no, I'm not saying that to you. But, um, Madam Clerk, if I may ask, um, is there -- or have we passed a deadline -- let me ask that -- for any referendum question to be placed on the ballot in March.

CITY CLERK WARD: You have not passed the deadline.

MAYOR MASTERS: Thank you, Madam Clerk. Thank you, Madam Attorney.

COUNCILPERSON LOWE: Madam Chair?

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Mr. Lowe and then, uh, Mr. Thomas.

COUNCILPERSON LOWE: I -- I'm just trying to figure out how all of this referendum stuff gets in the air over a capital program issue that was discussed -- I mean, we talk about the capital budget every year and in -- just in September or October we talked about the capital budget.

So as far as, uh, public access and public knowledge and public know-how, that's where -- that's where it all starts. This is a capital move. This isn't, uh, a 50-year lease, taking the beach and all that stuff. It's not -- it's not one of those moves. You represented -- you have a representative form of government, not direct democracy.

In a direct democracy, the citizens vote on every single issue. We -- we decided not to do that. We didn't want the citizens -- we didn't -- the citizens decided not to do that. They appointed five people to come up here and represent the masses. And that's how -- that's how it is.

All we've done was just make a decision. The timing of the decision, because it's a real estate, uh, transaction, is, you know -- it has its ups and downs. But that exists in a -- in a common real estate deal. But as it relates to providing a, uh, facility for the City, a place where we can give the best services, it -- it could be anywhere in the town if you ask me. Main Street could be anywhere we want Main Street to be.

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON LOWE: All of this stuff is -- you know, it's just how things were or -- or how things are. But we're trying to deal with how things are going to be. Now, that industrial area has sat dormant for 50 years. Fifty years the investment was made in terms of what Riviera Beach was going to be and in terms of -- for the County and as it relates to port business, as it relates to transportation, as it relates to industrial and -- and, uh, economic vitality for this area. Somewhere it got lost 50 years ago.

And I haven't heard anybody come within the last 50 years to tell me, What do we do about the middle of the city? Nobody's come up with it. Nobody. Since I've been here, nobody said anything. Now, 50 years later, when we have some movement, some idea, some vision in terms of, you know, where we want to place buildings, then we want to go out for a referendum and -- and just make a big issue out of this. That's -- if you ask why people don't want to come to Riviera Beach, it's because of this particular entanglement. 'Cause that's all this is, is an entanglement.

If you're gonna have a vision, you know, you have to take all things into account. You just can't go by how you feel and what you know. You gotta get it from all different angles. Right south of this property is the FEC. FEC owns that property. Right now it's just a -- a laydown yard where they deposited, uh, aggregates -- aggregate material and stuff like that. That was right there in your back yard. But they're not going to invest in improving Riviera Beach until we invest.

But there's no reason why that station right there, which is in a -- within a stone's throw from MLK, couldn't be a mini Tri-Rail station and bring life to that -- bring life to that area. Those are the type of things that we have to initiate because by past history, we know that no one's going to look out for Riviera Beach. No one. No one on the regional level, no one on the state level, unless we show some, you know -- that we're progressing and that we want to move forward.

RICHARD WESTER: Not even the city council.

COUNCILPERSON LOWE: Yeah, right. We -- we saw your e-mail, Mr. Weston [sic], the way you called all four of us racist.

RICHARD WESTER: Where your -- where your house at? Where your property?

COUNCILPERSON LOWE: Yeah. Where -- okay. See you later.

CHAIRPERSON BROOKS: Yeah, let's just --

COUNCILPERSON LOWE: But anyway, that's -- I mean, that's the story.

RICHARD WESTER: (Inaudible) machine.

COUNCILPERSON LOWE: Okay. See you.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON LOWE: Thank you, Madam Chair.

CHAIRPERSON BROOKS: You're welcome.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Mr. Thomas?

COUNCILPERSON THOMAS: Yes, ma'am. Um, my issue, uh, and the comment that I

said about the referendum -- and I'm directing this to the Mayor -- was not that it could not be done. It can be done. But we would already have purchased the property if we've done it after this particular time. And that's all I was saying about that.

The other thing that I'm asking is, Mayor, I mean, it's no secret. Everybody knows if you want a referendum, it's going to happen. I -- I get that. And whether you don't want it or however, it's going to happen. My only issue is this. And I'm saying this publicly because this is not something I haven't said to you privately.

At some point we have to think about what's in the betterment of the City and not a pending election, not, you know, how many of whatever can -- people can come out to the polls or we -- it cannot be driven by a political motive.

COUNCILPERSON DAVIS: Absolutely.

COUNCILPERSON THOMAS: If you have some issues about it, that's what we're here to do. We're -- we're here to figure those things out. You know, because this political season is --

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON THOMAS: -- twisting and winding, it's -- it's -- it's a problem for me that my city that I love, that I serve, is going to go through an issue over something like this.

If there could be a referendum done, which we -- if this was the issue, then maybe it should have been done, um, on the November ballot, I -- I would have been all for that. That -- that's not -- that's not the issue there. The issue here is if we continue to do this, the City will continue to keep tripping over itself in trying to move this. I just told the regional -- the Tri-Rail people, you know, where we're trying to go to. But an hour after -- after that, we're sitting here and everybody's trying to just point their -- their position. The best thing that I've heard tonight was from the Timber Pines and the -- the, um -- the National Village.

CHAIRPERSON BROOKS: National Village.

COUNCILPERSON THOMAS: 'Cause we actually heard someone --

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON THOMAS: -- state something. No one's upset about what Timber Pines did and whether it was one person or all 125. They came as a group. The president showed up and she stated their point and I appreciate that.

Because you did that, I'm not going to wait for anybody to come in. I'm going to call every association that we have in this city. And I'm going to call, and I'm going to ask for a meeting so everybody can give that instead of elected officials trying to position and jockey whichever way they want this to go. This should not become a political football that's going to set our city back. And -- and -- and that is an issue.

COUNCILPERSON LOWE: Absolutely.

COUNCILPERSON DAVIS: Costly.

COUNCILPERSON THOMAS: And -- and -- and that -- that is an issue. So I'm asking my colleagues to let's please just try to get the information that we need, not beat up on

the city manager or the public works, the engineers, the city -- city manager, the attorney. Let's just get the information. Let's just get it out to the individuals. And if the citizens truly don't want it, then we won't.

But if the citizens truly want it, then we will. Now, there's another trust factor to this. When we run, we ask you to trust our decision-making process on this. And if you don't agree with our decision-making process, we're always here for you to say, Listen. You're my representative. I don't think that you should -- should do that. But the decision is going to be yours but this is what we think.

And we should, as elected officials, say, We hear our constituency. Maybe this is not the best thing. Or maybe this is the best thing. And that is all that I'm looking to do and I think, from the Mayor all the way to District 5, I believe everybody just wants to do what's in the best interest of the City. But if we continue to do this, the closer this gets to March --

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON THOMAS: -- the more this is going to become, you know, a problem. Let's not do that. Give us time to get that information. Now, I'm going to commit to whatever I'm doing, rearranging it so I can hear the other, uh, associations like what Miss Leonard did. I'm going to do that. And I'll be happy to bring that back to this board to say, I will set it up. I'll get all that done and hear it.

But all I'm asking is let's stop throwing these anthems and these -- these messages out trying to cause a -- a -- a huge political disturbance. Let's just handle business. And if we handle business and everybody's back sitting up here, God is good. If -- if we're not, then we have to move on. But we should be doing what's in the best interest of the City and not worrying about March. And that's what I'm doing. That's all I wanted to say. And that was just to my colleagues.

COUNCILPERSON DAVIS: Amen, brother.

CHAIRPERSON BROOKS: Thank you.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Thank you. Thank you. Thank you so much.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: Madam Chair? Thank you. To my colleague, distinguished colleague and my friend and, um, everyone knows I'm -- I'm supporting Cedrick Thomas a hundred percent. I told him and the public so it doesn't change.

But we do have difference of opinion up here. And let me just say this for the record. I don't need this issue to win an election, period. I mean, I wasn't here even when this issue came up. I'm -- it -- I don't need another issue. I'm not looking for another issue to win a race. I'm gonna run on my record. The record, Stonybrook, the record for jobs, the record against crime, and we can go on and on. It has nothing to do with this issue.

But for me -- and I keep saying it -- for me and my house -- Joshua said it better, "For me and my house --" I know it's incorrect grammar but he said, "For me and my house,

we shall serve the Lord." Having said that, for me to be an elected official, I always want to be connected with the people.

Government to me is always at its best when it's for the people, by the people and of the people. Now, I know it is -- and I do believe that the manager and those that assisted her, intentions were great. They felt this was a good deal. And they felt that it was in the best interest of the, uh, City. I do believe that.

I don't believe that anyone in that committee felt differently. But I don't think -- what I -- what I do think is they did not take into full consideration my bottom line. Does the people want it? Either they want it or they don't. Now, I was happy to hear Councilman Thomas says -- say that whatever way, mechanism he has, to get a feel for the people, 'cause I'm going to always be on the side of the people.

Now, if I have something good to offer, then the same people that put us here are the same people that we can go back to and exert leadership as I did with the pull up the pants, as I did with the curfew and other things, and sell it to the people and let the people sanction it.

Now, this is my suggestion. And no one has to agree with me. If it's important to my colleagues to execute the will of the people -- this is 2012. We just had a Presidential election. Polls were taken and the polls told us exactly where -- what the issues were and where the candidates stood, etc. Okay. Do what you gotta do.

Take a poll. Find out what the people feel. And I guarantee you that the people of this city, the majority of the people of this city don't want it. The vote will be no. That's the best way. 2012, all the technology that we have, Gallup Poll, invest in it. Find out what the people want. If they want it, I want it. And I'll support it a hundred percent. If they don't want it, I don't want it. Period. And will not support it.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: I want to do what the people elected me to do, which -- which is to carry out what they want and not what I want. Thank you.

CHAIRPERSON BROOKS: You're welcome. Um, I think we should be postured now to go forward with voting on 11.

CITY CLERK WARD: Right.

CHAIRPERSON BROOKS: Roll call, please.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: No.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: That vote passed with Chair Pro-Tem Pardo dissenting.

CHAIRPERSON BROOKS: Move on to number 12 on the regular. And after that, then we will have -- we will go to, um, public comments. 'Cause we're taking both of these.

CITY CLERK WARD: Okay. 12, Resolution 2012-12, a resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approve an amendment of the City's adopted five-year capital projects plan for fiscal year 2012/'13 to 2016/'17, authorizing a transfer of funds budgeted in the stormwater management utility, liability insurance, refuse and capital acquisition funds for the construction of new police and public works building to be reallocated and used to purchase real property located at 1418 W. 15th Street, Riviera Beach, and providing an effective date.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON LOWE: Second.

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Okay. We've already had a presentation, uh, by our Finance Director on this. Uh, I don't have a -- any -- any, um, discussion on this? Roll call, please.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: No.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: That vote passed with Pardo dissenting.

CHAIRPERSON BROOKS: Okay. Um, given that we have passed this, um, we are going to need to have a special city council meeting, and I hope that your calendars are open for December the 17th or 18th. That will be for our second read and to get a due diligence report. So if you would have your, um, legislative aides look at your calendars for December the 17th and 18th.

CITY CLERK WARD: (Inaudible).

CHAIRPERSON BROOKS: I'm sorry?

CITY CLERK WARD: (Inaudible).

CHAIRPERSON BROOKS: Okay. And then we -- you can inform --

CITY ATTORNEY RYAN: Yeah. The ordinance can't be heard at a special meeting.

They have to be heard at regular meetings.

CHAIRPERSON BROOKS: Well, it'll be -- we'll make it a regular meeting. We can call for -- you can call for a special meeting.

CITY MANAGER JONES: You can do two -- you can do two -- you can always do two meetings.

COUNCILPERSON DAVIS: But we agreed to have only one meeting per month.

CITY ATTORNEY RYAN: The City's ordinance -- the City's charter says that ordinances can only be heard at regular city council meetings.

UNIDENTIFIED SPEAKER: Would that not be the Wednesday of a regular council meeting?

CHAIRPERSON BROOKS: Okay.

CITY ATTORNEY RYAN: We eliminated, um, the second meeting. So the special -- the -- the -- it was my understanding that, um, the second reading of the ordinance was going to be heard on January 5th. This is the first time I'm hearing that it -- we want it to be heard before January 5th.

CHAIRPERSON BROOKS: Well, okay. It was the part of our due diligence and that's due on the 21st?

CITY MANAGER JONES: (Inaudible).

CITY ATTORNEY RYAN: I do not believe that -- because we, um, decided to make the second meeting of every month, um --

COUNCILPERSON DAVIS: Workshops?

CITY ATTORNEY RYAN: -- workshops, special meetings, I don't recall, um, exactly what it says. But I do not believe that we said it would be a regular -- it could be a regular city council meeting.

COUNCILPERSON LOWE: And it didn't say it couldn't.

COUNCILPERSON DAVIS: Right.

CHAIRPERSON BROOKS: It didn't say it couldn't. (Inaudible).

COUNCILPERSON DAVIS: Right.

COUNCILPERSON LOWE: So that's, I mean --

CITY MANAGER JONES: The 5th is fine.

COUNCILPERSON THOMAS: Research it, please.

CITY MANAGER JONES: The 5th is fine.

CHAIRPERSON BROOKS: Research it.

CITY ATTORNEY RYAN: We'll -- right. I don't -- I don't have --

COUNCILPERSON THOMAS: Let's don't have another issue about that.

CHAIRPERSON BROOKS: That's right. Because you can always call a regular meeting for a meeting.

CITY ATTORNEY RYAN: Okay.

UNIDENTIFIED SPEAKER: Yeah.

CHAIRPERSON BROOKS: You know, it will be a meeting where you -- it is a voting meeting. We've been having special workshops that did not require a vote.

CITY MANAGER JONES: Yeah.

CITY CLERK WARD: But you cannot -- but you cannot have the ordinance read for second and final reading at a special meeting.

CHAIRPERSON BROOKS: Okay.

CITY CLERK WARD: Any other than a regular meeting.

CHAIRPERSON BROOKS: Okay.

CITY CLERK WARD: And also, it has sufficient time to be advertised.

CHAIRPERSON BROOKS: Advertised. Okay.

CITY MANAGER JONES: Uh-huh.

CHAIRPERSON BROOKS: All right.

COUNCILPERSON DAVIS: Is it the 2nd or the 5th? That's what I'm asking.

CITY MANAGER JONES: Okay. Can I --

CHAIRPERSON BROOKS: Okay. I'm sorry.

CITY MANAGER JONES: -- Madam Chair?

CHAIRPERSON BROOKS: Yes.

UNIDENTIFIED SPEAKER: (Inaudible).

CHAIRPERSON BROOKS: Order, please. Um, Miss Jones?

CITY MANAGER JONES: Um, I would -- as the, um, city attorney is doing her investigation on this, having the second read of the ordinance on January the 5th is fine.

CHAIRPERSON BROOKS: Okay.

CITY MANAGER JONES: However, I would like to have, if possible --

COUNCILPERSON DAVIS: Wait a minute. January 5th is a Saturday so it's January 2nd.

CITY MANAGER JONES: Well, 2nd. I'm sorry.

COUNCILPERSON DAVIS: Yes.

CITY MANAGER JONES: I was going --

COUNCILPERSON DAVIS: Right.

CITY MANAGER JONES: -- no, it's the 2nd. But I would like for Council to entertain a special workshop or session on the 17th or 18th.

COUNCILPERSON THOMAS: So moved.

CITY MANAGER JONES: 'Cause we really need to bring you the due diligence report.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON BROOKS: Yes. Okay. That's been moved and seconded so, um, roll call?

COUNCILPERSON LOWE: Um, Madam Chair?

CHAIRPERSON BROOKS: And what we're voting on now is to have the special meeting.

COUNCILPERSON LOWE: Are we making, um -- are -- are we voting to make two weeks from now a regular meeting or --

CITY CLERK WARD: Special meeting.

COUNCILPERSON LOWE: -- we can vote to make it a regular meeting, too.

CHAIRPERSON BROOKS: You can vote to make it a regular meeting.

COUNCILPERSON LOWE: We got enough time to advertise it, as well.

COUNCILPERSON DAVIS: Yes.

COUNCILPERSON LOWE: So I'd rather entertain that motion than make -- I --

CITY CLERK WARD: It could be -- it could be a regular one.

COUNCILPERSON DAVIS: Amend it.

CITY MANAGER JONES: Yeah.

COUNCILPERSON LOWE: I'll -- yeah, I'll ask for an amendment to that ordinance -- I meant to that resolution. Thank you.

COUNCILPERSON DAVIS: I'll -- I'll second.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON LOWE: We're ready for the vote.

CHAIRPERSON BROOKS: All right.

COUNCILPERSON THOMAS: No, I -- I got some questions.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON THOMAS: See, this -- this is my issue. This is my issue. What's wrong with the attorney entertaining to make sure it's okay so that this whole spirit of, Uh-oh, why they can't wait to see if the attorney -- why -- why do we have to keep casting these things about? I believe it's a good project but why don't we just do it where people are comfortable with it?

Let her just see versus saying we're -- we're changing it to a regular meeting or -- I just think that that adds a different dynamic to it that just does not allow for trust for the issue. Now, I'm supporting it. I'm out there; I'm supporting it. I just want us to do it so people do not continue to add something to it saying that somebody's trying to do something wrong.

And I'm not trying to be disrespectful to anybody. I just want to keep it out there in the open. You know, I just don't think that we should do it that way, to vote to make a meeting that we voted a little while ago that wouldn't be -- if we have to advertise it, then advertise it for whatever days we have to have it and then do it. I just don't want to

break --

COUNCILPERSON DAVIS: Okay.

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

CHAIRPERSON BROOKS: Your point is well taken, Cedrick.

MAYOR MASTERS: I agree.

COUNCILPERSON THOMAS: Yeah. That's all I'm saying.

CHAIRPERSON BROOKS: It is. It's well taken.

MAYOR MASTERS: I agree.

CHAIRPERSON BROOKS: 'Cause there's enough undue --

COUNCILPERSON THOMAS: Yeah.

CHAIRPERSON BROOKS: -- suspicion as it is and I guess for the life of me, I just can't understand why people would think that there's some reason that any of us would benefit one, you know -- that there's something to be suspicious about.

AUDIENCE: (Inaudible).

CHAIRPERSON BROOKS: I can't wrap my arm around it. I really can't.

AUDIENCE: (Inaudible).

CHAIRPERSON BROOKS: I'm sorry?

AUDIENCE: The taxes.

AUDIENCE: (Inaudible).

CHAIRPERSON BROOKS: Well, anyway. Um, it's just that I guess it's just hard to fathom why anyone would want to be suspicious about something. And here we are trying to look out for our personnel. It's more a facilities issue than it is a sales issue. We -- we've just outgrown ourselves. We know we need new facilities and, uh, it happened that there was a great opportunity here to maximize our dollars. And I just -- it's just maybe -- I -- it's just hard for me to imagine that anyone who would think businesslike wouldn't see this is a great opportunity. Because we're certainly not trying to ever do anything to harm the citizens. And that just -- that's not what we're here for. I mean, we're giving our time. Nothing we would do to try to hurt our citizens ever. And it's just really hard for me to grasp here.

Okay. So we are going to then just, um, wait until January and -- and have the regular meeting. But we will have a special meeting in December. This month. Either the 17th or 18th. And you look at your calendars and please let us know tomorrow if you can. Okay. Moving on now. Public comments.

CITY CLERK WARD: Right.

CHAIRPERSON BROOKS: And I do apologize for those of you who have come hopeful of being able to get on earlier. But we had very important matters to discuss and we really couldn't rush through it.

MAYOR MASTERS: You did a good job, though, Madam Chair.

CHAIRPERSON BROOKS: Thank you. Thank you. Thank you. Thank you.

MAYOR MASTERS: You let everybody speak and that's all that's important.

CHAIRPERSON BROOKS: You have to. You have to. If at all possible, be at peace with everyone.

MAYOR MASTERS: That's right.

CHAIRPERSON BROOKS: Where -- where are our public comment cards? Oh, right here.

CITY CLERK WARD: You have them.

CHAIRPERSON BROOKS: Okay. Oh, we've got quite a few.

CITY CLERK WARD: Uh-huh.

CHAIRPERSON BROOKS: Mr. Guyton and then Bonnie Larson. Followed by Herring and Israel [sic].

BRUCE GUYTON: Thank you, Madam Chair. Again, my name is Bruce Guyton. Um, I would just like to clarify a few things, a couple of things very quickly.

Um, I have been working in the public sector for close to 20 years now. Served two terms on the Riviera Beach City Council. Um, I've been active in politics for over 25 years. And, um, I am astounded by the fact that we seem to think that somehow our elected officials cannot make difficult decisions.

COUNCILPERSON DAVIS: (Inaudible).

BRUCE GUYTON: I'm only speaking for me. I did not vote for elected officials to put the burden back on me when there's a difficult decision. I -- that -- I don't have that desire to have my hand in everything. As a voter, taxpayer, I want the elected officials to make the difficult decisions and step up to the plate. Vote it up or down. It doesn't matter to me. But don't use this as a political maneuver and it was an insult to my intelligence for somebody to suggest up there this is not politics. I'm looking out for the people. That was ridiculous.

Every election cycle, people try to identify issue to get people angry. A referendum divides our community, period. It's a divisive move. People who've been involved in this for years like myself understand that.

Also, it does not matter who initiates a referendum. I'm the chair of the Committee for a Better Riviera Beach, and I would be recommending to our committee that we come out strong against any referendum. Now, if -- if the elected officials don't want to make the decision or these difficult decisions, I would suggest that they don't run. I mean, because that's part of your responsibility, to make difficult decisions.

So it is my hope that the city council continue to move forward, make your decisions, but the threat of a referendum does not move me one iota. And let me say the last thing, most people that come to public meetings, they come to complain. And I've sat in that seat where Carrie sit because I was a deputy village clerk for the Village of Royal Palm Beach for over four years. I sat at their meetings.

Most people come to complain. People who have, um, positive things to say, you know, they're trying pay their bills. They're -- they're thinking about taking care of their families

and they tell me, I'm not coming over here and getting involved in that mayhem, Bruce. You know, so to suggest that because they're not here, that somehow they are against it, that is ridiculous. So it is my hope that the council continue to move forward and I support you fully.

CHAIRPERSON BROOKS: Thank you. Miss Larson and after Miss Larson, Bruce Herring.

BONNIE LARSON: Bonnie Larson. No two people think alike. So it is our right and our obligation, I think, as concerned citizens to question what the council is doing. If you want to be a follower and just say, Whatever you guys want to do, well, that's your thing. But I think to make the City a better place, we need to question things and we need to -- to know why certain things are happening and -- and, uh -- and to have a say in it. We -- we want to be heard, also.

There's been a growing trend, I've noticed, among the council, and I really don't appreciate it. And that is to try and, uh -- and discount what residents are saying. And it's done after we get up here and speak so we don't -- we don't get to retaliate. I want you to know because everybody else who stops me on the street knows this. I don't ever come to this podium without knowing what I'm talking about.

If you tell me something, I'm going to look it up. I'm going to read it. The information I read about City Hall moving, I didn't say it was going to move tomorrow but it's deep in the backup. Maybe you didn't read it, some of you. But I read it in the backup, that City Hall would eventually move. That information came from Riviera Beach. I must believe that Riviera Beach put out that information and it's the truth. That I must believe because it came from Riviera Beach.

Um, Mr. Pittman -- I have several discussions here -- Mr. Pittman came tonight to renew his contract. It would be nice if we had -- could have an update, um, on what he's doing. I asked one time if that could be on the Web somewhere so we would know month to month, like, what's going on with our lobbyist. You know, he came tonight and said, "Thank you for renewing my contract," but we really don't know. And maybe you get to hear but we would like to know, also, what our lobbyists are doing.

Um, Miss Pardo -- she's left now? -- uh, she talked about manhole covers. Yeah, it's right to talk about it now because once they resurface -- here she is -- once they resurface, then it's too late. Those manhole covers are awful. We've all had alignment problems with our cars. So it is the time to do it. And for them to say, Well, there's a lip, there's a problem, no. Make them do it right. We're redoing it. Now is the time to fix it.

Um, we need to check our watering system. We're supposed to -- I don't know if we're still on water restrictions or what. But the other night I was driving on Blue Heron and the sprinklers throughout Riviera Beach on City property were -- were going. They were running at 10:00 -- 10:30 at night. They were watering all of Blue Heron. So I don't -- we're not supposed to be watering at night anyway. Um, you'll rot the roots, if you know anything about landscaping. All right?

This might be funny to you but anyway we don't need to be watering at night, and we need to adjust those sprinklers so that we water the grass, not Blue Heron Boulevard.

Um, we talked about -- there was a discussion tonight about the -- the budget was done

in September/October and the comment was made that no one said anything about this property. Yeah. Because we didn't know about this property in September/October. It just came up now. Again, we're trying to compensate the -- the seller on the property. It's our money. Like -- like Mayor Masters said, if we get that property and we're stuck with it, you know, who's gonna -- who's gonna be rushing to buy that property when it's got two railroad tracks running through the middle? Who's gonna be rushing to buy that? Let your deadline go. If you can't change the comp plan, there we are stuck with that property. So let's do our due diligence. You can't -- you don't -- you won't know. You won't have a contamination report by the 17th of December. That can't happen. It's too short a time. Thank you.

CHAIRPERSON BROOKS: Mr. Herring?

BRUCE HERRING: Good evening.

COUNCILPERSON DAVIS: Good evening.

CHAIRPERSON BROOKS: Evening.

UNIDENTIFIED SPEAKER: Good evening.

BRUCE HERRING: My name is Bruce Herring. I live at 1372 W. 33rd Street in Riviera Beach. I'd like to take this opportunity to thank Council, Mayor, for the wonderful job that y'all have been doing. Now, we've heard a lot of people -- now, I've heard a lot of things in the background -- and it sounds like y'all are not doing what we elected y'all to do. But the thing is, as Bruce Guyton said, that you have to make the tough decisions. And when you have made that tough decision, you have to go forward, because it's important that our city develop.

Now, I think I have lived in the city as long as most people in here. I'm 61 years old. I grew up and was educated in the Riviera Beach school system. You know, and I went to college and then I came back here in order to work. And I also volunteered on several boards, Planning & Zoning Board for eight years with, uh, Gerald Ward. Then I was on the Housing Authority Board for four years. And now I -- I sit on the Advisory Council for, uh, the Executive Director of the CRA.

So now, what you all are doing is developing not just part of the city; but you're developing the rest of the city. All of the city. Now, we haven't made any great and bold moves as far as development in the midtown area, which y'all would say you could turn west of the railroad tracks. Now you all are doing those things. Now you all are developing. We have challenged you all in order to do something and now you're doing it. You're making this city better for everybody.

Now, I heard some people say that why are you putting it on the west side? And I say why not? I live on the west side. And a lot of other people live on the west side. And there are a lot of businesses on the west side. So why not? Because it is a central location. It is a location that can be utilized for everybody. And it is walking distance all over this city. You know, these -- these are things that we all must really consider.

And we must be polite to each other. We can't come up here and just criticize and criticize without having some good solutions. Now, we all might not agree that this is the greatest thing. But if you have some other solutions that make it even better, than you ought to say it. But we all have come to the table, and as we sit at this table, talk

about the good and positive things. Because Channel 18 is watched by not only Riviera Beach residents but by a lot of citizens. And if we talk so bad about our council people and our mayor, then what do you think other people are going to do? So we should quit doing that and we should work together in order to make this a great, great city which I think, I believe and I know that it is. And as I said before, you all are doing a great job. And when I say "you all" I mean everybody. Thank you.

CHAIRPERSON BROOKS: Thank you.

COUNCILPERSON DAVIS: Thank you.

COUNCILPERSON LOWE: Thank you.

CHAIRPERSON BROOKS: Mr. Israel?

COUNCILPERSON LOWE: Go ahead.

CHAIRPERSON BROOKS: Is Ahman here?

COUNCILPERSON LOWE: Go ahead. Clap some more. We need a little more -- yeah. I -- I know it's hard.

CHAIRPERSON BROOKS: Richard Wester?

RICHARD WESTER: Yeah.

CHAIRPERSON BROOKS: Oh, there's Ahman. Okay.

AUDIENCE: Do I have a card up there?

CHAIRPERSON BROOKS: I haven't finished.

AUDIENCE: (Inaudible).

RICHARD WESTER: Richard Wester, I'll hold my tongue this time. But somebody asked me about, uh, my e-mails. I sent some e-mails out. And, uh, maybe a lot of people didn't get -- get them, but I sent them to a lot of people. And my -- one of my e-mails said was try to get Miss Pardo some help up there, get a couple of white people up there to show these black folks how to run this city. That's what I said.

COUNCILPERSON LOWE: Yeah, right.

RICHARD WESTER: That's what I said. That's what I said, Mr. Lowe.

COUNCILPERSON DAVIS: Uh-huh.

COUNCILPERSON LOWE: I know.

CHAIRPERSON BROOKS: It's okay. Mr. Lowe, let him talk.

COUNCILPERSON LOWE: You ought to be embarrassed.

RICHARD WESTER: You should be embarrassed.

COUNCILPERSON LOWE: No.

CHAIRPERSON BROOKS: That's okay. That's okay.

RICHARD WESTER: Um, but I -- I came here to talk about, uh -- everybody talking about, uh, you know -- I don't know whether you all know Mr. Masalati [phonetic] or not but he went to jail about some property. That's why a lot of people are thinking about this here, about this property and all of that.

But we had a city dump here. I was a little kid. I used to watch trucks from Kelsey City -- oh, I'm a 67-year resident here so I've been here a long time. But Kelsey City used to come down there on 10th Street over there on -- in about the 9 or -- 9 or 1000 block on 10th Street. That was the dump. Right there in the middle of the city. Then they moved it to where Cisco is out there now. That was the dump.

Now, then in Palm -- I done talked about this several times before. Palm Beach County, when they wanted to put a dump somewhere, where'd they put it? West of Riviera Beach. I wonder why they didn't put it up there west of Tequesta somewhere. But we got people sitting up in here worried about all kinds of things. He's up there raising sand and all that. And, uh -- I'll get it -- and, uh, out west of us out there, we got jammed in there because the city council was arguing and raising sand and everything and couldn't -- can't go no further than, uh -- who said Haverhill? That's where it is. Because of all this foolishness right here. And it wasn't the taxpayers out here. It was the city council up there. Worrying about find Bill Wilkins and all of that and all kinds of stuff. That's why we can't go no further west than we can go.

And we know about all those railroad tracks over there. They go through the property. I talked about that before. They go right through that property. They go right to that building on the north of that property. Right across 15th Street. But if you think I'm lying, look at the meeting. It says on there, Oh, they don't go through the property. And I went on there and looked at it.

So I had a lot to say about that and, uh, I still stand behind that 'cause, Miss Pardo, we're gonna try to see if we can't get you some help up there. That's -- that's my commitment.

CHAIRPERSON BROOKS: Mr. Israel? Thank you, Mr. Wester.

RICHARD WESTER: Excuse me?

CHAIRPERSON BROOKS: I said thank you.

RICHARD WESTER: Oh. Oh, yeah.

CHAIRPERSON BROOKS: Homey. Hey, this is America. We can say what we feel. Okay.

AHMAN ISRAELI: Good evening, Council.

CHAIRPERSON BROOKS: Good evening.

COUNCILPERSON DAVIS: Evening.

AHMAN ISRAELI: I always thought Uncle Ruckus on Boondocks was just a -- just a, uh -- a cartoon. But I see it's really a reality.

COUNCILPERSON LOWE: Thank -- thank you.

AHMAN ISRAELI: Boondocks, Uncle Ruckus. You need to see that. I've heard some people say that the City is moving the police department, public works, emergency operations center and fire department to an industrial area as if industrial is some bad word.

Industrial simply means in short having many highly developed industries, business activity, trade and commerce, which equates to jobs and opportunity. For the City to

create this multi-use facility is a very good move.

This area is referred to as the Lewis Terminal. It was proposed to be the nation's best industrial area. The entrance to this area is one mile from the Port of Palm Beach. It has access to two rails. It has access to, uh, the main highways. Anything you want to distribute around the world you can do it from Lewis Terminal.

Again, it is a good move to move in this area. I've talked to 73 people in reference to this project. Fifty-nine says that it's a good move. Nine says that it's not. And 15, it doesn't matter.

The City has allotted $15 million for the police department, public works, a total of 78,000 square feet. Now the City has an opportunity to acquire property that can house not only two facilities but four facilities, police department, fire department, emergency operations center, public works, for less money, saving the City 2.5 million.

Now, what is better? 15 million, 78,000 square feet for a police department and public works building, or save the City 2.5 million, 122,000 square feet, 44,000 square feet more and having four facilities, public works, emergency operations center, fire department and public works [sic]. I, too, say that the city council, you are elected to make these decisions and I support this decision. And in terms of a referendum, please.

CHAIRPERSON BROOKS: Thank you. Mr. McCray and Norma Duncombe.

HERMAN McCRAY: Herman McCray, 2315 Avenue S, Riviera Beach. You know, I've been in this town a long time. I've seen a lot of council people come and go. And it just seem like the more things change, the more they remain the same. I've heard people talk about referendums. People who were involved in referendums talking about how they're against them now. But you know, it's like you were elected to do a job. And it's a tough job. It's a different job sitting up there looking out as it is sitting down here looking up. Been there myself. I sat on that same council, swiveled in them seats. But I had no desire to be a councilperson.

But the fact is that when you look at this town with all this great potential -- I told a friend of mine the other day, Donald Wilson. He and I, we talk quite a bit. Went to school together, best of friends. Talk almost every day. That he, Michael Brown, Eddie Rogers was the worst council ever been in this town because they had the most potential to know. They wouldn't ever move no number 1 highway. We knew it. They knew it. You knew it.

But you know, you gotta have a -- a vision. I went to the CRA meeting the other night and I asked the question, What is the vision? What is the correlation between Avenue E and U.S. number 1? Beyond Delray, number 1 is a one-way street. And to me the vision would be here to make U.S. 1 coming through Riviera Beach a one-way street, invest some of this same money that y'all say y'all can move around on Avenue E, make it a loop street. Get some parking for the businesses that you do have on -- on U.S. number 1. Maybe some angle parking, whatever it is. And give them people some of that money to do some facelifting to try to attract people.

We had a bowling alley. We had a theater. The first mall in Palm Beach County was the International Bazaar. So -- and, uh, we had a drive-in theater. And what I'm saying

is we seem to be going backwards instead of going forward.

We don't arrest -- I mean, we arrest people but we carry them down to the County. So what do we need with a whole new jail? All we need is a proper stop-off place to get somebody in there, book them and carry them on down to the jail. But you know, I can understand everybody wanting something new. But if the City Hall is leaking or your house is leaking, are you going to purchase a new house or are you going to fix the roof on the house? Because the money's there, the people that want all these things, hell, they didn't put it there. That's the taxpayers' money. We need to be more considerate of how we do things.

You know, and I heard people say people come over here and they criticize. Well, they do and that's their right. But I believe that there are people that come here also and offer solutions. It -- it -- it is our right as a citizen to be able to come over here and tell you what we think. Now, this two-minute thing or three-minute thing, I was put in jail in 1968 because we couldn't even talk in the City Hall.

What was good then may not be good for now. I mean, people change every day. Things change. But people are still the most important thing God ever made on this earth. And we don't give them no consideration. I heard the council tonight talking about how many people you talked to. Do you know there's some 20 to 25,000 voters here in Riviera Beach? Now, how many have y'all talked to to get the -- your approval for what you want to do?

What I'm saying is what's goose for the gander -- uh, for the goose is good for the gander. We need to stop being asinine in a lot of ways and try to work together, I guess across the lines as they try to do in Washington. But the same confusion as here. We don't consider the people.

CHAIRPERSON BROOKS: Mr. McCray, please (inaudible).

HERMAN McCRAY: I understand. Billie, listen. I asked to get on the agenda. Y'all wouldn't let me on the agenda. I wanted to do it the right way. Because I needed time to say what I needed to say because I don't come over here that often. And I make it my business not to come because -- for what? I had two friends that said, "Herman," say, "why go over there?" And my question was, "Why not go and let people know how you feel or -- and what you think sometime?" Because it could be worse. Could be better; could be worse. Could make a difference if people would listen. Instead of worrying about how much time the person is talking, hear what the substance is. Y'all were elected by the people for the people. You know? And you need to listen at people regardless. You need to make -- maybe we ought to have a complaint night. Where everybody want to say something, let them come over here and listen at a thousand people. That'll be all right.

CHAIRPERSON BROOKS: Mr. McCray, you will have to (inaudible) --

HERMAN McCRAY: But I -- I -- Billie, you're not listening. But that's all right. And that's your problem.

CHAIRPERSON BROOKS: We'll have -- we're gonna have to call a (inaudible).

HERMAN McCRAY: That is the problem. No, I -- I want to talk to everybody.

CHAIRPERSON BROOKS: We're just gonna have to call a recess now because --

HERMAN McCRAY: Well, call your recess.

CHAIRPERSON BROOKS: -- 'cause everybody's kind of getting out of hand.

HERMAN McCRAY: Billie, y'all got out of hand.

CHAIRPERSON BROOKS: Well, okay.

HERMAN McCRAY: I mean, y'all -- y'all just want to buy some property and --

CHAIRPERSON BROOKS: Herman. Herman.

HERMAN McCRAY: -- overrode the people about $6 million.

CHAIRPERSON BROOKS: Herman.

HERMAN McCRAY: And if you bought the property, you still got to build the building. So that mean that's even more.

CHAIRPERSON BROOKS: Mr. McCray, we've listened. Thank you so much.

HERMAN McCRAY: Don't thank me.

CHAIRPERSON BROOKS: Please. I am.

HERMAN McCRAY: I'm not pleased with that.

CHAIRPERSON BROOKS: Okay. You can tell us how you feel. You've done it.

HERMAN McCRAY: I'm -- I'm gonna tell you. Every meeting I'm gonna be here.

CHAIRPERSON BROOKS: All right, Herm.

HERMAN McCRAY: (Inaudible).

CHAIRPERSON BROOKS: Thank you all for your patience. Okay. Where are we now? Is that -- oh, let me see. Whoopsy. Miss -- well, Dr. Wynn. Dr. Wynn?

DR. WYNN: Dr. Wynn, Riviera Beach, Florida. And Mr. Mayor and the Council, good night.

CHAIRPERSON BROOKS: We can barely hear you, hon. Put your -- yeah.

DR. WYNN: As I said to the Mayor and the Council, good night. I wanted to ask this question, say this, that, um, it's time for the city workers to get off furlough. They're on the furlough for so long. And the City's not broke that they can't put people back to work for five days a week. Administration staff is on salary. The other people who work like the police officers, the fire -- fire department, the workers in all departments, it's time to take them off this furlough and give them their five day due. Okay? And I'm asking the Council to look into it.

The other thing I want to talk about is that I spoke to a council person -- I will not say who it is -- about the situation over there. I -- I -- I -- it doesn't bother me if you go over there. It really doesn't. It doesn't bother me. If -- if you want to go on the west side, it doesn't really bother me. You know? Maybe this time we have something on the west side but it doesn't bother me anyway.

What I want to talk about and I'm asking the council to listen to me and what I'm saying is true, that one of the reasons that this person who's selling the property over there

wanted to do this deal in December, in this month, so he can evade paying the taxes for January. I was told that nothing don't go like that because I've been to the tax office over by 45th Street. Anybody want to go there over by 45th Street by Cracker Barrel. And I was told that I -- I am correct. You see, if they pay -- if -- if the City get it now, the taxes, the City -- the City will pay the taxes. You see, he don't pay the taxes for 2013. And that's a fact.

Another thing again, we select the councils to look over for us, to take care of us. And that money that -- that is going to spend to pay the taxes for 2013, let him pay that taxes. Shelby, you're -- you're the mortgage -- you know. And -- and I think Billie might -- might do something like the same.

The thing is that let him -- the deal is -- is okay. Let him pay the taxes. Sign it in January so he can pay the county tax and the state tax or whatever tax it is. And let -- and -- and move on. But if the City decided to keep on -- want everything to be done this month, they're trying to evade this man from property -- this man, whoever he is, from paying taxes. And I know you (inaudible) hearts and saying that's true, but you go over to the -- to the tax department. And they will clear it up for you. And yes, I'm the one -- I'm black and I did talk to Judy. Yes, I'm black. Yes, and I say that there is a mongoose in the -- in the bush and a -- and a skunk. I did say that. And I -- but it's true.

COUNCILPERSON DAVIS: I wasn't referring to you.

DR. WYNN: Well, if you wasn't referring to me, I did say it to you.

COUNCILPERSON DAVIS: I wasn't referring to you.

DR. WYNN: Well, okay. That's all accepted. But I -- I say that. And please, just let -- do the deal but let him pay -- sign the paper in January. In January. Not right now. We're not stupid.

Miss -- Miss -- Madam Jones, she's quick as a -- as a -- quick as a rock. Quick. She's smart. She know her stuff. Mr. Danny know -- know his stuff. But it's the council pushing all these things. The council doing it. You can't blame Danny and -- and Madam Jones, the city manager. The council want to close this deal. And matter of fact, it's not fair because we put you up in here. I know quite a few people up there. I campaign for you all and put you up there. And March is coming. I'm telling you, a lot of you -- some of you are going to stay and some of you are going to go. And I --

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: All right. Thank you, Dr. Wynn. Um, yes, Miss --

COUNCILPERSON DAVIS: Uh, I -- I have to respond to this.

CHAIRPERSON BROOKS: -- Miss Davis.

COUNCILPERSON DAVIS: Um --

DR. WYNN: God bless you all. Let's -- thank you after that.

COUNCILPERSON DAVIS: -- Council -- thank you, um, Miss Wynn. Um, Council did not push this deal. Uh, it was brought to us by staff, Mrs. Jones and, um, Deputy Manager Jones.

DR. WYNN: (Inaudible).

COUNCILPERSON DAVIS: And I have to clear up one thing that, um, Mrs. Wynn -- Dr. Wynn said. Um, she did contact me to tell me about this tax situation. And I told her that in a real estate transaction, um, the place that she's talking about is the Department of Revenue that collects sales tax.

CHAIRPERSON BROOKS: Sales tax, yeah.

COUNCILPERSON DAVIS: This is dealing in property tax. Um, and I told her as long as a person is in a piece of property, until that property is sold, they are responsible for the property taxes up until they sign the closing documents.

And then whoever is the buyer is responsible from that point on. So it has absolutely nothing to do with sales tax. And the City, if this sale goes through -- the City will collect all of its property taxes. Just wanted to clarify that.

CHAIRPERSON BROOKS: Okay. Um, Miss Duncombe. Okay. Mr. Ward?

GERALD WARD: Good evening again. Gerald Ward, 31 W. 20th Street. Item 4 was a consent item which I put a card in but I just want you all to know that 1976, we bought that property, Bicentennial Park, with, uh, federal money and got a whole raft of conditions. And it's so interesting that you stick things like this on consent but you now agreed again in this multi-page document to continue those restrictions so that there needs to be a -- a further analysis. And -- and the $200,000 grant that you've agreed to go with is for relatively innocuous structures, picnic tables and things of that nature, kayaks launch.

Number two, tomorrow, 4:00. Your wonderful Port of Palm Beach, a subservient independent district within this city, is holding a tariff public hearing. And they are somewhat like some of you: wanting to tie up and say, It's our way or the highway. But it's -- it's incumbent that, say, the CRA should have been involved just to say, Is this really good for the community?

Number three, I'll give to, uh, our assistant city manager, uh, item number 3E of the Palm Beach Metropolitan Planning Organization. They have a different meeting time on Monday next. So it's before the CRA. But it is obviously a Riviera Beach Heights, because it is an item, Miss Davis, for landscaping State Road 710 between Australian and Old Dixie.

And we spent five years doing planning studies of what we're going to do with Riviera Beach Heights and I think somebody needs to get this together and I'm giving it to the CRA tomorrow so that Mr. Evans and Brown can look at that.

I noted that when they jumped you, Miss Davis, about investigating a contract extension, that's a very valid thing. So every one of you have the opportunity to do that. The best thing, though, that should come out of things is communication. Write a memo to Miss Jones and have her distribute it to the world. Um, that's appropriate.

COUNCILPERSON DAVIS: (Inaudible) should apply to everyone.

GERALD WARD: Pardon?

COUNCILPERSON DAVIS: It should apply to everyone.

GERALD WARD: That's right. I -- I think that was great that you went and -- and asked her to do it and, uh, get things done.

Lastly, back on this crazy deal, uh, the capital element modifications that you made do not have any equipment in there. The current capital element for the police department is $2.4 million out of the $11 million. The one that you just adopted on first reading is zero. So I don't know what we're going to do. I thought we were going to create a state-of-the-art police department with, uh, new product and equipment. But it doesn't look like that.

CHAIRPERSON BROOKS: Thank you, Mr. Ward. Um, I'm -- Mr. Wester, did you have another card in for -- under public comments?

RICHARD WESTER: No. I did not.

CHAIRPERSON BROOKS: Okay. So this is everybody.

RICHARD WESTER: (Inaudible).

CHAIRPERSON BROOKS: Okay. All right. Under Discussion and, um, Deliberation.

CITY CLERK WARD: Explanation of China travel expense. (Inaudible).

CHAIRPERSON BROOKS: Yes. I had talked with the Mayor. I approached him about this travel expense to -- to China. And, um, as I look at the expense report I see that the purpose of this trip was to, uh, develop economic -- was for economic development and to establish a sister city relation. And, uh, I did share with him I was quite surprised at the cost of the trip because in the, um -- you didn't have a copy? You don't have a copy?

COUNCILPERSON DAVIS: He doesn't have a copy.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON DAVIS: I don't have it, either. I forgot it. It's in my office.

COUNCILPERSON LOWE: I can go -- is it part of the backup?

COUNCILPERSON DAVIS: Is it in the backup?

CHAIRPERSON BROOKS: It should -- it should be on the -- should be in the backup on your --

COUNCILPERSON DAVIS: Yeah. I couldn't read it very well.

COUNCILPERSON LOWE: I -- I didn't see -- it's in the backup?

CHAIRPERSON BROOKS: -- uh, agenda. But there's some copies here. Well, that I was quite surprised that the trip cost the taxpayer $4,496.75. And what I'd learned was that the money was not even in the budget, in the legislative budget, and that the city manager had to pay the card, of course, or the card would be inactive.

And besides the card, it -- having to impose upon the manager to cover this, as well as to cover a legislative budget that was overdrawn by some -- overspent by some $3,000. It -- it -- it just speaks to that we need to be more conscientious about how we spend and on this particular trip, um, Mayor, we were not, as a council, informed about your desire to establish a sister-to-sister relationship and what it would cost.

And I -- I want to believe that it is so important that if we are traveling anywhere, in any country, that if we're going to initiate any kind of sister-to-sister relationship, that the blessings of the council should be given and we should be aware of short-term/long-

term benefit and what the cost would be. And I did speak -- ask you about it and if you want to share what your response was?

MAYOR MASTERS: Thank you, Madam Chair. Um, and thank you for placing, um, this item on the, um, agenda. A couple of things. First of all, as you and I traveled to the Bahamas and, um, you stated -- and we talked about that under the ceremonial power of the Mayor, he can proclaim a sister-and-sister relationship as long as it doesn't present a cost to the City.

Sister-to-sister relationship is basically an ambassador goodwill. There's -- there's no obligation to the City. We have one with the Freeport, Bahamas, mainly for the people -- the peoples of the, uh -- the various continents to interchange, exchange students, cultural, um, travel, tourism. It's just opening the door of understanding, the communication, uh, both ways. And as you know, I came back and gave a -- a report that talked about the students, the -- the Chinese students, the other ethnic students and what this would mean to the students.

So other than saying that there will not be any cost in the future going forth, and just like there hasn't been in the past, this expense was a travel-related expense. Um, as you know, the Chinese government took care of the, um, hotel. But the problems came about, you're dealing with a foreign country. They can't speak English. Sometimes you get somebody tell you one thing. You get there, it's another -- even -- so those expenses occurred caused some problems.

It certainly wasn't intentional. As you know, I have been the one who has tried to save the City as much as possible in all of my travels. Even in Washington, D.C. You know, I rented -- I got my sister's car, met you in Baltimore, didn't stay at a hotel. So I'm all about saving. So on behalf of my staff, we just apologize for, um, the miscalculation. It wasn't intentional.

It has happened. And just like the manager with other, uh, situations, have paid for trips and other expenses that we have incurred, whether before the fact or after. But it wasn't done for the manager to pay for the trip. The manager has never paid for any trips that I have taken or anything, basically. And this was a one-time deal.

It happened and, um, I've talked to my staff and we have put some safeguards in to make sure that when we're dealing with a foreign country, that this will not happen again. So I apologize. I'm sorry based on my staff. And I rely on my staff like everybody else up here to keep things right. So when we make mistakes we just have to say it was a mistake made. Wasn't intentional.

CHAIRPERSON BROOKS: Well, Mayor, what I'm saying now --

MAYOR MASTERS: Apologize.

CHAIRPERSON BROOKS: -- you know I know you're a very intelligent person. You're very intelligent.

MAYOR MASTERS: Thank you.

CHAIRPERSON BROOKS: Very intelligent. But when I look at this report and I see on here hotel $511 one night in Beijing, um, your air fare just to go from Los Angeles to China, $2,500. And then travel from Los Angeles -- between Miami and Los Angeles,

one way, 542. Then coming back from Los Angeles to Miami, 255. And, um, rental car in Los Angeles. Um, it's -- it's just beyond what I see as a responsible way of doing something and charging it to the City.

This was after the fact. It should have been discussed with the city manager that this expense was beyond what you had in your budget to determine whether or not this was something that she could afford to take from her -- her budget.

Now, we're talking about a sister-to-sister relationship. And I know that when you did your presentation, you had said to the taxpayers it didn't cost that much. It was just my air fare. And quite frankly, I was thinking maybe something like $2,500.

MAYOR MASTERS: Uh-huh.

CHAIRPERSON BROOKS: With everything. But when it comes to $4,496.75, we need to look at what is the return that we desire to get from this. If --

MAYOR MASTERS: I can answer -- I could answer that.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: Okay.

CHAIRPERSON BROOKS: That won't cost the City.

MAYOR MASTERS: Right.

CHAIRPERSON BROOKS: Because when we invited --

MAYOR MASTERS: No, let me --

CHAIRPERSON BROOKS: -- now, being, you know --

MAYOR MASTERS: Okay.

CHAIRPERSON BROOKS: -- having a relationship with Freeport was a little bit different. It's closer. We're talking about trying to, uh, help each other economically with tourism. They're 90 miles away. But if we're talking about -- and they came over and it did cost the City to host them.

And you inferred in your presentation that we were going to host them. And the question is can we afford to host China, the people -- a delegation from China. Right now -- and this -- and I'm not going to labor on this 'cause I think you understand where I'm coming from. That here's a country -- first of all, it's a Communist country. United States is having problems with their fair trade practices. And do we, as a little small community in Riviera Beach --

COUNCILPERSON DAVIS: Uh-huh.

CHAIRPERSON BROOKS: -- really see how that -- this -- this city can benefit us? We've already put in the 44 -- $4,400. And do they expect us to host them?

MAYOR MASTERS: Madam Chair, um, host and sponsor, kind of two different things. Okay? Plans are being made as we speak that a Chinese delegation who's interested in investing in the United States, are looking at Riviera Beach particularly because I went and said, Look, look at our city. We've got some things to offer.

So communication between Tony Brown, CRA, and the Chinese will be coming over in the next two or three months to sit down and look at possibilities. We've already sent

them the, uh, possibilities of -- of investing in our city. So when they come over, they -- it will not cost us anything. Their air fare, their hotel will be no cost to the City. They're coming to invest. I mean, they have more money than we've got. They're coming to help us. Uh, and that's it.

CHAIRPERSON BROOKS: Well, they -- they're assuming that if they come we will host them. I got a letter from them 'cause I was really curious about what was going to be the next thing from -- between us. And they're saying that they're planning to come to the United States sometime -- and Brazil the latter part of February and early March. And that they are hoping that they will come to visit our city.

MAYOR MASTERS: Okay.

CHAIRPERSON BROOKS: Now, we know that if we invite anyone to the City for a tour, there's going to be an expense. So my thing -- and I think we need to nip this in the bud.

MAYOR MASTERS: I just said there will not be an expense.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: I mean, that's why we have economic --

CHAIRPERSON BROOKS: Well, I'm just saying I have a letter here from them.

MAYOR MASTERS: And that's great. And they --

CHAIRPERSON BROOKS: They're thinking that we're going to be, uh, hosting them when they come to tour the city.

MAYOR MASTERS: Right. This just means inviting them, just, you know, be nice to them.

CHAIRPERSON BROOKS: Okay. Okay.

MAYOR MASTERS: But that's why the Mayor has an Economic Development team.

CHAIRPERSON BROOKS: Okay. But --

MAYOR MASTERS: We have business. We have sponsors. And, you know, there's not going to be any charge to the City.

CHAIRPERSON BROOKS: Okay. Well --

MAYOR MASTERS: They're coming to look at how they can invest in our city and to help us.

CHAIRPERSON BROOKS: -- well, they -- well, they have a letter here addressed to me.

MAYOR MASTERS: Okay.

CHAIRPERSON BROOKS: Thinking that we're gonna -- and -- and, you know, take them on a tour and really host them while they're here.

MAYOR MASTERS: A tour?

CHAIRPERSON BROOKS: But here's what -- here's what -- here's a point and it's just not to -- to -- to stay on you, Mayor. I -- I'd expressed to the city manager in my meeting with her that now is the time that we need to look at going forward, how all of us are

spending in our legislative budgets. There are five of -- four of us that will be up for re-election in March or election in March. In other words, our seats are -- end the two-year in March. We have six months within the fiscal budget -- six months is what's allocated for us or should be. And I asked Miss Jones, we need to think about how we're going to monitor the spending for the next six months so that if someone comes in, they won't find themselves like I did where all of the travel was exhausted.

Because if we have to come in, if the City has to come in and then put in monies to cover a budget for another six months because all of the allocated amount for 12 months has been exhausted or nearly exhausted, then we've gotta look fiscally as to how we're going to handle this.

So we all need to be very aware of how we're going to be spending. Um, if -- certainly that you're allowed to make line-item changes if you need to. Travel is easy. I mean, we only get $2,500 and I would guess that everybody's probably going to spend that within the next -- within the first six months.

But we've gotta look at these other line items to ensure that at the end in March, the City doesn't find itself having to find money to, uh, put into the legislative budget. So I just think we all need to be very mindful of that. And that was a point that I wanted to get from all of this, Mayor. Not just picking on you.

MAYOR MASTERS: Thank you. No, I understand. Thank you, Madam Chair.

CHAIRPERSON BROOKS: Okay. You're welcome.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis.

COUNCILPERSON DAVIS: Everybody knows I'm big on credit card expenses. Um, and -- and -- and I'm going to direct my -- I've been through this back in 2004. I don't want to go through it again. Um, and what I've seen, um, not just with the Mayor but others, um, bothers me.

And, um, my question directed to you, Miss Ryan and Miss Jones, you know, so that we don't continue to find ourselves in this situation, you know, repeatedly, first question is, now, we had a, um -- this is the procurement card manual.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON DAVIS: But that was back in 2005. But since that time and since 2008, since we came back, we adopted policy -- policies and procedures of credit card use.

When Mr. Perry was acting, um, assistant city manager we adopted that. And, you know, there is absolutely no reason why there should be unreconciled, um, bank statements for 10-, 11-, 12-month periods.

Also, second thing is, now most of our, um -- the five of us, um, excluding -- well, including the Mayor, um, most of our budgets are approved in -- during our budget process. And we know that we are supposed to stay within that budget. And anything that is outside of that needs to come back to council for approval. I don't care whether it's the Mayor or any one of us. It needs to come back here to be approved.

And -- and that's the problem that I have with that. So my question to you, Miss Ryan and Miss Jones, what should be the protocol? I mean, you know, somehow or another -- now, I brought this up before and -- and it was rejected. But if we don't govern ourselves, this is going to keep on happening. So, um, should we put some kind of -- make a motion or -- and put something in place or should -- should an ordinance be developed or -- or what? You know, because what if we all just went out and spent whatever we want to spend? That's ridiculous.

CHAIRPERSON BROOKS: Right. I --

COUNCILPERSON DAVIS: And it's not being fiscally responsible.

CHAIRPERSON BROOKS: Right. It's not. It's not.

CITY ATTORNEY RYAN: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Ryan.

CITY ATTORNEY RYAN: There are policies and procedures that govern staff and how staff is supposed to stay within its budget and what occurs to staff members should they not.

COUNCILPERSON DAVIS: No, but there -- there is -- there -- in that policies and procedures that was adopted by this council --

CITY ATTORNEY RYAN: Right.

COUNCILPERSON DAVIS: -- it stated that if people don't do their reconciliations every month, that at some point, you know, um -- and I guess the manager would make that decision -- credit card is revoked.

CITY ATTORNEY RYAN: Okay.

COUNCILPERSON DAVIS: You know, so -- but what -- so what happens?

CITY ATTORNEY RYAN: The manager can't -- the manager can't govern the city council. Only --

COUNCILPERSON DAVIS: Well, that's why I'm saying --

CITY ATTORNEY RYAN: Right.

COUNCILPERSON DAVIS: -- we need to govern ourselves.

CITY ATTORNEY RYAN: Right. Only -- let me --

COUNCILPERSON DAVIS: Okay. All right.

CITY ATTORNEY RYAN: -- only the city council can govern the city council and the mayor.

COUNCILPERSON DAVIS: (Inaudible).

CITY ATTORNEY RYAN: So I propose that we do some type of a resolution that states that if you go over your budget -- now, one of the issues is, if you go over your individual budgets, you can still -- you all have one big budget.

COUNCILPERSON DAVIS: I know.

CHAIRPERSON BROOKS: Right.

CITY ATTORNEY RYAN: And you can still be within your budget and that's how changes are made. You have to decide.

COUNCILPERSON DAVIS: But then -- but then -- but then doesn't that take away from some other --

CITY ATTORNEY RYAN: Sure it does.

COUNCILPERSON DAVIS: -- line item?

CITY ATTORNEY RYAN: Yes.

COUNCILPERSON DAVIS: But still, that needs to be approved by council.

CITY ATTORNEY RYAN: So if you want each one of those items to come to council when you are over budget and --

COUNCILPERSON DAVIS: Absolutely.

CITY ATTORNEY RYAN: -- and you want to do a transfer, that can certainly be done.

COUNCILPERSON DAVIS: Now, the -- if -- if -- if each of us in our individual budgets want to move, say, money for, um, supplies or promo --

CITY ATTORNEY RYAN: Right.

COUNCILPERSON DAVIS: -- into travel, we -- you know, we don't need approval from the board to do that. I'm talking about when it goes to the big pot. You know, if -- if we've spent -- if somebody has --

CITY ATTORNEY RYAN: And so -- and --

COUNCILPERSON DAVIS: -- spent all their money and then they're reaching over into the --

CITY ATTORNEY RYAN: -- so you don't want them to go to, like --

COUNCILPERSON DAVIS: No.

CITY ATTORNEY RYAN: -- you don't want --

CHAIRPERSON BROOKS: Right.

CITY ATTORNEY RYAN: -- the -- a council member to go to the --

COUNCILPERSON DAVIS: No.

CITY ATTORNEY RYAN: -- manager to pay --

COUNCILPERSON DAVIS: No.

CHAIRPERSON BROOKS: Right.

CITY ATTORNEY RYAN: -- for a (inaudible)?

COUNCILPERSON DAVIS: No.

CHAIRPERSON BROOKS: That's my concern.

CITY ATTORNEY RYAN: Okay. You don't want that to happen?

COUNCILPERSON DAVIS: Absolutely not.

CITY ATTORNEY RYAN: You wanna -- you wanna bring it back to council?

COUNCILPERSON DAVIS: Absolutely.

CHAIRPERSON BROOKS: That's right.

CITY ATTORNEY RYAN: And pay for it where?

COUNCILPERSON DAVIS: I'm sorry?

CITY ATTORNEY RYAN: And pay for it where? Out of what line item?

COUNCILPERSON DAVIS: Well, that's for council to decide.

CHAIRPERSON BROOKS: If I understand -- excuse me, Miss Davis. If I understand what we're talking about here --

COUNCILPERSON DAVIS: Get approval first.

CHAIRPERSON BROOKS: -- each of us has a -- a specific amount that's allocated to us. And I'll just have to use to the Mayor an example. He had -- his budget was, what, 79, and I -- he went $3,000 more, which had to come out of some money out of --

CITY ATTORNEY RYAN: Right. It's gotta come out of someplace, right.

CHAIRPERSON BROOKS: -- a fund. And it's those types of actions where it should come to the council.

COUNCILPERSON DAVIS: Before the money is spent.

CHAIRPERSON BROOKS: But what I am saying is that it shouldn't get to that point.

CITY ATTORNEY RYAN: Right.

CHAIRPERSON BROOKS: We need to start monitoring on a monthly basis -- and it would go, you know, to the Finance Director or somebody, that we monitor --

CITY ATTORNEY RYAN: Right.

CHAIRPERSON BROOKS: -- how money's being spent so we don't find ourselves near the end of the fiscal year, any one of the elected officials, having overspent their budget. Because we do have the right to change monies around.

CITY ATTORNEY RYAN: Right. Right.

CHAIRPERSON BROOKS: If you're not using much in, uh, office supplies and you want to --

CITY ATTORNEY RYAN: Right.

CHAIRPERSON BROOKS: -- put it in travel, fine.

CITY ATTORNEY RYAN: Right. Okay.

CHAIRPERSON BROOKS: That's okay. But we're talking about when you have gone -- exhausted all of your funds and now we've gotta get the manager and the finance director to go and find and take money from someplace else. And that's not fair.

CITY ATTORNEY RYAN: Uh-huh.

CHAIRPERSON BROOKS: That's just not really being --

COUNCILPERSON DAVIS: No.

CHAIRPERSON BROOKS: -- fiscally responsible.

CITY ATTORNEY RYAN: Okay. Well, staff can definitely develop something for your consideration. We -- we will -- we'll do that.

CHAIRPERSON BROOKS: Yes. Yes. Yes.

COUNCILPERSON DAVIS: And I'd like it soon.

MAYOR MASTERS: I do, too.

CHAIRPERSON BROOKS: Okay. Okay. All right.

CITY CLERK WARD: We have one public comment card.

CHAIRPERSON BROOKS: Okay. Mr. Ward.

GERALD WARD: Gerald Ward, 31 W. 20th Street. Uh, we've probably taken close to 20 minutes now on this item and yet we're -- we're spending millions of dollars on real estate acquisition. Um, this is not rocket science. And, uh, I don't see that the Mayor was, uh, wrong in taking advantage of something.

I chewed him out because I didn't know that he went. And I have a Chinese card, uh, that I use as a dual card. Uh, accomplishing his job -- and he's been so much more on point as to what the charter says than, uh, the previous mayor of the beginning of the century. So he hasn't had the fight with the council over a variety of things.

But we really don't need to spend a lot of time on what becomes nickel/dime here compared to having process and procedure followed in big-ticket items. And changing the course of the city land use wise is extremely, uh, onerous. So, uh, you look at this. It's the city manager that has the job to sort of oversee you. She works for you but she oversees you. The same with the city attorney. That's why you have an attorney and why she is related to you in the employment venue. Getting advice.

But the city manager's job is to say, Wait. But at the same time she has pen authority well within this item. So you don't want to get so stringent that you -- each of you can't perform.

MAYOR MASTERS: I have a question. Um, I -- and I -- I certainly agree and support Councilman Davis' concerns. Um, that's why I've always done all I could do to save the City what I could.

Um, but my question is, what are we going to do with department heads who go over -- if we have department heads that go over their budgets, do we have a resolution? Because people have gone over their budgets, whether it's a --

CHAIRPERSON BROOKS: That's the city manager's responsibility.

MAYOR MASTERS: Okay.

CHAIRPERSON BROOKS: End of story. Okay. Community Benefits Request.

CITY CLERK WARD: Councilwoman Pardo, Every child should smile on Christmas morning toy drive, 2 -- $2,500 donation for toy drive and kickoff event.

COUNCILPERSON THOMAS: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON BROOKS: Okay. Um, well, you do this every year. We know what you're doing. Let's vote. Okay. All in favor.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIR PRO-TEM PARDO: Okay. Thank you.

CHAIRPERSON BROOKS: It's great what you're doing.

CHAIR PRO-TEM PARDO: And can I just remind everyone the toy event is tomorrow at Johnny Longboats. It starts at 6, from 6 to 10. We have Memory Lane there. Um, the police department will come out and help us, firefighters. Um, a lot of community, um, residents are helping us. It is a great event. I hope to see everyone. Thank you.

CHAIRPERSON BROOKS: Okay. Next?

CITY CLERK WARD: Revival Community Outreach Ministry, $1,000 Billie E. Brooks, a community Christmas project to serve hot holiday meals, food baskets and gift cards for families from the West Riviera Beach -- Riviera Beach Elementary School.

COUNCILPERSON THOMAS: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON BROOKS: Okay. Roll call?

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Okay. Next?

CITY CLERK WARD: Unanimous vote. Youth Recreation Association, $1,200, Judy L. Davis, support YRA's community event and outreach program.

COUNCILPERSON THOMAS: So moved.

CHAIR PRO-TEM PARDO: Second.

COUNCILPERSON DAVIS: Okay. This --

MAYOR MASTERS: I want to add to that, as well, to the Y -- to the Youth Recreation Association. Um, $600 for the support 'cause senior -- senior and youth -- only for senior and youth outreach programs that Mr. Calloway is doing. So I'd like the council to approve 600.

CHAIRPERSON BROOKS: Okay. Let's go ahead and approve it and --

COUNCILPERSON DAVIS: That has to be (inaudible).

CHAIRPERSON BROOKS: -- you'll get all the paperwork and everything.

MAYOR MASTERS: Yes. Yes. Yes.

CHAIRPERSON BROOKS: I mean, we already have the background on that organization and that's a good thing.

MAYOR MASTERS: Yes.

COUNCILPERSON DAVIS: So we're going to do them --

CHAIR PRO-TEM PARDO: Okay. Then, Madam Chair, if we do that --

CHAIRPERSON BROOKS: Yes.

CHAIR PRO-TEM PARDO: -- I'd like to contribute $500.

CHAIRPERSON BROOKS: Oh, wonderful. Okay. Okay. Then --

MAYOR MASTERS: And mine was for senior and, uh, the youth.

CHAIR PRO-TEM PARDO: Right. Mine's senior.

CHAIRPERSON BROOKS: And I'll just say that I made a commitment for the senior luncheon at Lindsey Davis so we'll just -- and that's going to be for $1,000 maximum.

CITY MANAGER JONES: For this organization?

CHAIRPERSON BROOKS: No, no. We don't -- this is for the, um --

COUNCILPERSON DAVIS: For Youth Recreation. (Inaudible). You got 5 plus 6 plus --

CHAIRPERSON BROOKS: -- for our -- for the -- for the Lindsey Davis Senior Program, the luncheon.

CITY MANAGER JONES: (Inaudible). I think all of these additions now are spoken for --

CHAIRPERSON BROOKS: Oh, on to that?

COUNCILPERSON DAVIS: Youth Recreation.

CITY MANAGER JONES: -- Youth Recreation.

CHAIRPERSON BROOKS: Yeah. It'll have to come after the fact.

CITY MANAGER JONES: Right. Yes.

CHAIRPERSON BROOKS: It'll come after the fact.

CITY MANAGER JONES: Well, you can do it at the end and we can still do it.

CHAIRPERSON BROOKS: Okay.

CITY MANAGER JONES: But I think all -- Miss Pardo, if I'm not -- yours was Youth Recreation?

CHAIR PRO-TEM PARDO: Youth Recreation, 500 for the senior event.

CHAIRPERSON BROOKS: Okay.

CITY MANAGER JONES: The Mayor was Youth Recreation.

MAYOR MASTERS: 600.

CHAIRPERSON BROOKS: Now, you're giving 600. Is that right, Mayor?

MAYOR MASTERS: Six hundred, yes.

CHAIRPERSON BROOKS: Okay. Okay.

CITY CLERK WARD: So that's plus 500 plus 600.

CHAIRPERSON BROOKS: Okay. Okay.

CITY CLERK WARD: So that's plus 500 plus 600.

CHAIRPERSON BROOKS: So that's an additional 1,100.

COUNCILPERSON DAVIS: And if I could --

CITY CLERK WARD: (Inaudible).

COUNCILPERSON DAVIS: -- if I could, um -- the -- the thousand is for, um, Mr., um -- I'm sorry, the Youth Recreation's seniors and youth events. $200 is to assist with, um, the meetings of the, um --

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON DAVIS: -- Palm Beach County Black Elected Officials that are going to be meeting here.

CHAIRPERSON BROOKS: Okay. We need to vote. Roll call?

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote. The next is City of Riviera Beach, 700 -- 701.32, Judy L. Davis, a housing fair regarding the Home Affordable Refinancing

Program.

CHAIRPERSON BROOKS: Need a motion.

CITY CLERK WARD: Yes.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON THOMAS: So moved. Second.

CHAIRPERSON BROOKS: Okay. Did you want to talk about it, too?

COUNCILPERSON DAVIS: Um, yes, ma'am. If you don't mind.

CHAIRPERSON BROOKS: Uh-huh. No.

COUNCILPERSON DAVIS: Um, I'm sorry. Miss -- Miss Hall, did we put the $200 extra in here? Okay. All right. So, um, the $501 was to pay for the fliers, um, for a Part 2 Housing workshop that I am conducting along with the City and CRA and the Riviera Beach Community Development Corporation.

Um, it is strictly for persons who are looking to refinance, who may be upside down on their mortgages and want to take advantage of the historically low interest rates. Um, I wanted to go through the program myself first. Uh, I'm one of those people like probably 90 percent of us. Um, and managed to, uh, save quite a bit of money and knock 15 years off of my mortgage. So, um, the only requirement, though, is that your current mortgage has to be backed by Sallie Mae or Fannie Mae -- Freddie -- I'm sorry.

CHAIR PRO-TEM PARDO: Freddie Mac.

COUNCILPERSON DAVIS: Sallie Mae or Freddie Mac. Um, and if you're out there in the listening audience, uh, please write down this -- this Web address to check it to, uh -- for Fannie Mae. To see if it's, uh, backed by Fannie Mae go to www.KnowYourOptions.com/LoanLookup. And it's all -- no spaces in between. Um, to check to see if it's on Freddie Mac or backed by Freddie Mac go to www.FreddieMac.com/MyMortgage.

Uh, since the printing of this document, um, Fifth Third Bank has also confirmed. And I'm looking to hear back from, uh, Quicken Loans and USAA, which may be able to assist a lot of veterans who may need the assistance.

So I -- I hope that -- and this is not just for Riviera Beach residents. It's for anybody who needs the -- the assistance. So please come out. Um, and I do need a few volunteers, please, um, to help just kind of steer the people. The lenders will be there and you'll just walk through and, uh, get you started and then you can hopefully close within 30 days. So thank you all very much.

CHAIRPERSON BROOKS: You're welcome. My staff will try to assist you with -- with some of that, Miss Davis.

COUNCILPERSON DAVIS: Okay.

CHAIRPERSON BROOKS: Okay. Um --

COUNCILPERSON DAVIS: Vote?

CHAIRPERSON BROOKS: -- you need a vote? That's right. Okay.

CITY CLERK WARD: Council -- Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Unanimous vote. The next is Housing Partnership, $500, Shelby Lowe, to support Bridges at Riviera Beach and hosting its second annual pancake breakfast with Santa for the Bridges families.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON LOWE: So moved

COUNCILPERSON DAVIS: Second.

CHAIRPERSON BROOKS: Okay. Did you want to talk about it?

COUNCILPERSON LOWE: Yeah. This, uh --

CHAIRPERSON BROOKS: (Inaudible).

COUNCILPERSON LOWE: -- this -- this is -- this is the second annual. We had our first event last year which was a, uh, major success. And, uh, it's an opportunity to work directly with kids and their family. It's inclusive. So, you know, it's, um, a program that I support mainly for that fact. And that, you know, the children aren't just coming but their family -- the entire families are coming. And we'll, uh, be able to enjoy this festivity with, uh -- with the entire family. So that's what this event entails.

CHAIRPERSON BROOKS: Okay. Roll call, please?

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote. The next is City of Riviera Beach, $500,

Thomas A. Masters, defray expense incurred for the Second Annual Councilman Cedrick A. Thomas Fifth Grade Fun Day.

COUNCILPERSON THOMAS: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON BROOKS: Okay. Roll call. We all know about the event.

MAYOR MASTERS: Madam Chair, that was just to -- just for the record, that --

CHAIRPERSON BROOKS: Uh-huh.

MAYOR MASTERS: -- was to help defray some of the expense that Councilman Thomas incurred.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: Okay.

CHAIRPERSON BROOKS: Roll call, please.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Lowe.

COUNCILPERSON LOWE: Um, I noticed we were adding on to the Community Benefit portion.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON LOWE: And being that, you know, we won't have another meeting before -- before Christmas, I wanted to give 500 to the Youth Empowerment Center for the kids, for their, uh, Christmas event. And I was wondering could I add that on.

CHAIRPERSON BROOKS: Yes, Miss -- Miss -- Miss Jones just made it clear. I was telling her also that I wanted to help out with the senior luncheon at -- at, um --

MAYOR MASTERS: Calloway.

CHAIRPERSON BROOKS: -- Lindsey Davis. So --

COUNCILPERSON DAVIS: So --

CHAIRPERSON BROOKS: So for 21 we'll have -- that's the Youth -- Youth Empowerment, did you say?

COUNCILPERSON LOWE: Youth Empower -- our -- our Youth Empowerment, YEP.

CHAIRPERSON BROOKS: And that'll be 500?

COUNCILPERSON LOWE: Yes, ma'am.

CHAIRPERSON BROOKS: Okay. Well, let's go ahead on and vote on that.

COUNCILPERSON THOMAS: So moved.

CHAIR PRO-TEM PARDO: Second.

CHAIRPERSON BROOKS: Okay. Roll call.

CITY CLERK WARD: Councilperson Brooks.

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Okay. And then for 22 I'm gonna, um, be contributing $1,000 for the senior Christmas function at Lindsey Davis.

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Okay.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Chair Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Pro-Tem Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Okay. Um, Discussion by City Manager. Gotta run?

CHAIR PRO-TEM PARDO: (Inaudible).

CHAIRPERSON BROOKS: (Inaudible). Go ahead (inaudible).

CITY MANAGER JONES: Just a couple of, um, reminders. You have in front of you folders with requests for information and nominations for the Martin Luther King event, and I would encourage you to complete those as we select and recognize key individuals in our community. Also, just a reminder to council and to the residents, we have vacancies on the Planning & Zoning Board.

UNIDENTIFIED SPEAKER: Yeah.

CITY MANAGER JONES: And so if you are interested, you can either go to the website under the Clerk's Office and find out how to apply or contact someone here. But we really need the resume. We need the information. Um, because we need to keep those positions filled on those respective, um --

CHAIRPERSON BROOKS: Boards, yeah.

CITY MANAGER JONES: -- boards, councils and commissions.

CHAIRPERSON BROOKS: Now, to whom would the resume be addressed to? City clerk? I know at one time --

CITY MANAGER JONES: City clerk is good enough 'cause she'll get them to the respective department.

CHAIRPERSON BROOKS: Okay. Good. All right. Okay. Is that it?

CITY MANAGER JONES: That's it.

CHAIRPERSON BROOKS: Legal?

CITY ATTORNEY RYAN: Madam Chair, I just wanted to, um, let the council know that I did send a -- a detailed memo out to each one of you on the Ocean Mall, giving you an Ocean Mall update so, um, please peruse that at your convenience and let me know if you have any questions about where we are in the process.

CHAIRPERSON BROOKS: Okay. Um, Committee Reports from any council members?

COUNCILPERSON DAVIS: I have one, Madam Chair. Um, met -- there is a Water Taxi Committee, um, and we met -- I think it was on the 26th. Um, and the MPO gave us this charge to try and bring forth, um, regulations, a process, rather, for anyone who's -- wants to operate a boat, um, as a water taxi so that, you know, you don't have all of these cities, you know, coming up with their own, you know, individual regulations and things that they had to do. So we're making progress on that and I'll keep you apprised.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON THOMAS: I just wanna --

CHAIRPERSON BROOKS: Yes. Yes. Oh, yes.

COUNCILPERSON THOMAS: -- uh, from our committee for Education Board, um, I

just wanna just, um, make sure that I echo the comments that I had last meeting in reference to if your child is attending John F. Kennedy Middle School for grades seventh and eighth, and they have a 3.0 average and acceptable conduct, that they have granted access into Suncoast School and we would like for everyone to take advantage of that if they possibly can.

If you have any questions about this, please contact the School Choice Office and/or Suncoast or John F. Kennedy. The school district's phone number is 434-8000. John F. Kennedy's phone number is 845-8700. And Suncoast High School's telephone number is 882-3400. So we worked very hard to be able to get this --

COUNCILPERSON DAVIS: You have them memorized.

COUNCILPERSON THOMAS: I know. I kind of know them right off my head, huh? That shows you how many times I done called them. We -- we've worked very hard to, uh -- to get this to this point so we definitely want our students to be able to benefit from it. So please call. Please call. Please call. And the application deadline, I think, is coming up, if it has not passed. So that's all I'm going to report from the Education Committee.

CHAIRPERSON BROOKS: Okay.

UNIDENTIFIED SPEAKER: December 16th.

COUNCILPERSON THOMAS: Yeah. December 16th is the deadline.

CHAIRPERSON BROOKS: Okay. Now we're down to Statements by Mayor and City Council. And again, I'll start with you to the right and move down.

COUNCILPERSON THOMAS: Sure. Um, the -- the first thing that I would like to do is I would like to -- as I stated tonight, that I'm going to contact all of the homeowners' associations, um, in reference to meeting with them to talk about this, uh, project. Um, and the ones that I'm going to name off are the ones that I'm going to contact if there's a phone number for them. If I do not call the name, and you have a homeowners' association that we just might not have on file, please call my office at 845 -- that's the one number I don't know.

COUNCILPERSON DAVIS: Oh, God.

COUNCILPERSON THOMAS: Uh, 36 -- I think it's 8 --

UNIDENTIFIED SPEAKER: 87 --

COUNCILPERSON THOMAS: -- 87 -- 845-3687. How about that? Okay. The first one is Harmony Heights Homeowners' Association, Lone Pine Estates Association, National Village Homeowners' Association, Neighbors United Association, Southside Coalition, Concerned Mothers of Southside, W. 26th Street Pioneers' Organization, Harmony Cove Neighborhood Association, 35th Street Community Resource Council.

COUNCILPERSON DAVIS: Right.

COUNCILPERSON THOMAS: I've never heard of that.

COUNCILPERSON DAVIS: I think that's (inaudible).

COUNCILPERSON THOMAS: Monroe Heights Neighborhood Association, Harmony Lane Neighborhood Association, Home Beautiful Neighborhood Association, Parson

Heights Neighborhood Association, Federal Gardens Neighborhood Association, Turtle Cay Homeowners' Association, Woodbine Homeowners' Association, Thousand Oaks Homeowners' Association, Sonoma Bay Homeowners' Association, Marsh Harbour Homeowners Association, Villa Rosa Homeowners' Association, Park Manor Homeowners' Association, Marina Grande Homeowners' Association, Lake Breeze Homeowners' Association, Sugar Sands Homeowners' Association, Yacht Harbor Manor Homeowners' Association and Park Manor Association. If you have not left a current phone number, please don't expect a call because we won't have it.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON THOMAS: Please call me if you can to update but I will make contact with these individuals between tomorrow morning and Friday morning just to get a -- a meeting set up of that. And if I did not call your association, please give us a call at 845-3687 and we'll get that.

The other thing that I want to do is I want to thank all of the staff here who are, you know, too many to name individually at this point but I will contact you. The -- from the police, fire, public works, everyone that put in on the, um -- helped out with the turkey giveaway, the fourth annual turkey giveaway. It was a great success.

Um, we were able to distribute about 980 turkeys to a lot of our residents. We actually have the number. I think our residents topped around 784 that we were able to give to our personal residents. Some of them, of course, were -- weren't our residents but we appreciate that -- we appreciate the -- the donors that helped with that. Um, Viking, Mr. Sean Pittman, Oceanside Beach Service. So we -- we do appreciate, um, all of those.

We also would like to thank the, um -- the staff for helping out with a wonderful Fifth Grade Fun Day.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON THOMAS: A lot of individuals were able to come out. I know, Miss Brooks, you came, and you had to attend another appointment. But we -- we were able to serve approximately 525 fifth graders. A video will be up on the channel here pretty soon once we get it all edited out.

And we just want to make sure that everyone knows that we -- we appreciate from everyone who, uh, lifted a box or donated to that particular function, it -- it was a great success. So I do want to thank, um, everyone for those. They -- they were a lot of hard -- there was a lot of hard work put in it but we -- we do appreciate them. So the, you know, Vanguard Construction, Newbold Construction, um, (Inaudible) Wells. I mean, the list goes on and on. Pittman Law Group, Global Fellowship Ministries. Uh, they go on and on.

I know I probably missed someone, um, so we will put them on the website and the, uh, channel to just thank you for that. Once again, I want to thank the -- the staff for that.

Um, and that is pretty much it for now. And we'll be getting ready for our Night of Elegance honoring these seniors so we'll get cranking on that probably in January. Yeah, I know. I'm saying the same thing. You know? So we'll get cranking on that. So seniors, you know, if you have any interest, you can start calling the office. Let's put your name on a -- on a list now. I'm sure Miss, um, Lobosky is ready for the calls to

start coming in again. So 561-845-3687 to, um, you know, hold a spot for this event.

So we'd like to thank you very much, staff, once again. Thank you a bunch. We appreciate it. And that's all for me.

CHAIRPERSON BROOKS: Okay. I know we're supposed to be over by 10 according to our new resolution. I'm gonna be really quick. I want to remind everyone that for seniors that are 60 years of age and older and your income is 25,350 or less, you can qualify for our Senior Utility Assistance Program that will be a -- a credit on your water bill.

The other is we have now a plan in place for persons whose water bills have skyrocketed. And we do need you to call the office if, in fact, your bill has gone at least double, at least double its usual rate or cost, monthly cost. Please call us and we will certainly allow you to appeal now for consideration.

There's a formula. If your bill has exceeded double the usual amount, we will allow you to pay the previous month. We will look at your 12-month history and then estimate what your charges will be for the next four months while we are doing an investigation into what is happening with your water bill. And please call my office at 845-3686. That's 845-3686.

And a bit of good news for people who -- whose homes are still in disrepair from Wilma. Um, my staff has found a source that still has money available to do repair if your home was damaged from Wilma. So please call at 845-3686.

COUNCILPERSON DAVIS: Um, question to Mrs. Jones. Have we not set a -- another date for the Marina Workshop or is that going to be forthcoming?

CITY MANAGER JONES: It's forthcoming. The Chair and I talked about that yesterday.

COUNCILPERSON DAVIS: Okay.

CITY MANAGER JONES: She met with Mr. Brown, so it's forthcoming.

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

CHAIRPERSON BROOKS: Yeah.

COUNCILPERSON DAVIS: Thank you for -- for moving that.

CHAIRPERSON BROOKS: Oh, you're welcome.

COUNCILPERSON DAVIS: That's (inaudible).

CHAIRPERSON BROOKS: Mr. Lowe?

COUNCILPERSON LOWE: Yes. Um, I have two things. Um, Miss Anita Jenkins from CRA, can you come up a little bit and we want to talk about -- briefly talk about our market --

CHAIRPERSON BROOKS: We should have had her (inaudible). Yeah.

COUNCILPERSON LOWE: -- that is, um, going to start up this weekend. So while you come up, I'd also like to comment on a -- a trip I took this weekend to the National K through 12 Chess Tournament in Orlando. And it kind of -- it changed my life in that, you know -- to see the young kids thinking and solving problems and reasoning and

interacting with adults.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON LOWE: And just to witness their capacity to pick up things and absorb information and to actually, you know, strategize at -- at -- at such an early age was inspiring to me. And then now I know why, you know, I concentrate most of my efforts towards, you know, the youth-oriented activities and -- and -- and making -- or providing access to youth for things that I didn't have when I was growing up.

But to see this was very encouraging and that I got the chance to see the -- the thinking pool of the next generation. And I'm pleased with that and anything I can do to improve on that, especially in Riviera Beach, you know, that's one thing that I would, you know, dedicate what little time I have left on this earth to -- to do so 'cause that's -- you know, that -- our children are our future. So just keep your eyes and ears open. They are very interested in doing a chess program, after-school program in Riviera Beach. And, uh, hopefully we'll have them here shortly to present before the council and gain the community's support. Now to the market.

COUNCILPERSON DAVIS: Miss Jenkins.

ANITA JENKINS: Hello.

COUNCILPERSON DAVIS: Hi.

CHAIRPERSON BROOKS: Hi.

ANITA JENKINS: Good evening. And very briefly -- and thank you, Commissioners and Mayor and, um, Miss City Manager for the opportunity to announce that our Riviera Beach Market at the Marina will debut this Saturday, December 8th --

COUNCILPERSON DAVIS: Wow.

ANITA JENKINS: -- at 2:00. It will run from 2 to 7. I have a number of cards. If there are people who are interested in being vendors, we still have vendor spaces. We want to invite the entire community to come out. We're going to have fresh, wholesome local foods, uh, fresh foods, prepared foods. There will be entertainment, very excellent entertainment.

We'll have prizes every hour. We'll have children's activities, etc., and we'll have our own local residents who will be partaking of this small business opportunity. The market will be located at 13th and Broadway at the entrance to the marina. It will be held every Saturday starting this Saturday through March 9th for our first season.

So we want all the residents to come by, drive by, come buy some food, buy some pies, get some seafood. It is going to be fabulous. Come out and have a good time. We want to enjoy our marina. So check out TV 18 for our commercials. You'll start -- you will be hearing radio announcements if you have not already done so. You can call the City.

And I just want to thank the City staff and department heads and Miss Jones for all of the help in helping us to pull this together. The logistics have been very, very interesting. So we have marketing materials all over the community and we look forward to seeing everybody at the Riviera Beach Market at the Marina this Saturday starting at 2. And we'll be there until 7:00 in the evening. Thank you.

COUNCILPERSON LOWE: Thank you.

COUNCILPERSON DAVIS: Thank you.

CHAIRPERSON BROOKS: Thank you so much, Miss Jenkins. Okay, Mayor?

MAYOR MASTERS: Psalms 27:1, "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, come up on me and eat up my flesh, they stumble and fall."

Um, a couple of things I want to state. One is, um, it was remarked that the one night in Beijing was $500. I do want to clarify that. I went to the Democratic Convention. The hotel was $400 and right here in the United States. So things are different. And it also included food so it didn't -- it just wasn't for a room, but food, as well. But Beijing is very expensive and very high.

Next thing I want to say is this: The Job Fair was very successful. The very next day a young lady was hired at Publix because she took some of the information that we told her about interviewing and how to dress. And she saw me today and she said, "Mr. Mayor, it worked." And that's what it's all about, is getting people jobs.

The Senior Citizen Discount Program for our program for the seniors, there's, uh, no qualifications. None. You don't have to make a certain amount. Nothing about your income. Nothing about how many people live in your house. If there are any questions, ask. You just have to be over 62 years of age and reside in the City of Riviera Beach. That's it.

Over a thousand people have requested. We're trying to get the cards out. Well, a thousand have gone out and there are thousand more that have requested the cards. Please come to the office. The cards are being made hopefully in the next two or three days. You can get your cards absolutely free at the Mayor's Office, or you can go online and order it and we'll get it out to you in the mail as quickly as we can.

I want to -- because I just want to, as well, be sure, because as was stated tonight, everyone doesn't come to the neighborhood meetings. Residents may come, a few. But still not a -- it's -- it's an idea of how people feel. Some people. But I will get a sponsor to pay for a, um -- the best poll that could be taken, sample of the residents. No cost to the City. But the residents in Riviera Beach. And let the poll tell you exactly what the majority of people feel. We'll find somebody, pay for it and it's done.

Okay. Um, Dawn Pardo was -- was blessed to get the Governor to come to our city several months ago. Well, Congressman Murphy, our new Congressman, has made contact with the Office of the Mayor. And he will be visiting the Mayor tomorrow. I've already put the manager on notice to know about it. And he will also, I guess, speak to the department heads in the meeting and will tour the campus. I've asked him, um, to tour the campus, as well, to the police department, the fire department and the library.

Also, any other elected officials who would like to share in the meeting with our newly elected representative, please do so. And the public. If you would like to come and welcome him here and just shake his hand outside as he comes in, the Congressman is expected to arrive at 10:30. Is that right, Miss Isaac? 10:30 tomorrow, which would be Thursday here at the, uh -- on our campus.

I've also been invited to attend one of the White House celebrations in the next two or three, uh, weeks as the President celebrates Christmas with others and the different things that's going to be going on at the White House.

Last but not least, I -- I really have been convicted by this because the President has spoke about it, Congressman West -- former Congressman West has spoken about it and others, and I've been praying about it and thinking about it. But it's -- it is very shameful that veterans come back to the United States after having served and many of them are homeless and many of them are jobless and many of them are just less of everything. These men and women have served our country well. And to come back and have to live like many of them are living and be subject to less than standard -- a standard of living is shameful.

So I went out and got a volunteer that will be here from 9:30 a.m. to 3 p.m., a lady who is qualified, Kelly Morrison, who actually ran the -- the veterans' place right down the street on H Avenue.

UNIDENTIFIED SPEAKER: American Legion.

MAYOR MASTERS: American Legion. And we are setting up within the Office of the Mayor, the Mayor's Office, a Veteran Affairs to effectively advocate on the behalf of Riviera Beach veterans and their immediate families to assist them in obtaining their earned veteran services and benefits, plus a lot more other stuff that the Office of the Mayor will do to make sure that this office will do whatever we can do to assist the veterans of Riviera Beach.

Miss Morrison will probably be at the next council meeting and we will introduce her and present her and go more in detail. I don't want another veteran, not on my watch, to have to suffer any more in our city, having served our country so well. Thank you, Madam Chair.

CHAIRPERSON BROOKS: Thank you, Mayor. Thank you so much.

COUNCILPERSON DAVIS: So if I lose my home, you're gonna help me find one?

MAYOR MASTERS: I ain't buying that.

COUNCILPERSON DAVIS: Anyway, uh, just one last comment: At the League of Cities that took place over the last few days in Boston, I want to announce that Mr. Clarence Anthony, who served as a former president of the National League of Cities, has been named the Executive Director. The former -- uh, the executive -- current executive director has been there for 22 years and he is stepping down, so I want to send out congratulations to Mr. Anthony. He is world-traveled and has a vast amount of experience and knowledge. And I think he's going to do well for the National League.

CHAIRPERSON BROOKS: All right. There'll be no further business --

COUNCILPERSON DAVIS: Executive director.

CHAIRPERSON BROOKS: -- adjourned.

COUNCILPERSON THOMAS: Move to adjourn.

COUNCILPERSON LOWE: Second.

(CONCLUSION OF MEETING)

APPROVED:

THOMAS A. MASTERS **MAYOR**	**BILLIE E. BROOKS** **CHAIRPERSON**
ATTEST:	
CARRIE E. WARD **MASTER MUNICIPAL CLERK** **CITY CLERK**	**DAWN S. PARDO** **CHAIR PRO TEM**
	CEDRICK A. THOMAS **COUNCILPERSON**
	JUDY L. DAVIS **COUNCILPERSON**
	SHELBY L. LOWE **COUNCILPERSON**

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

D. PARDO _____

C. THOMAS _____

J. DAVIS _____

S. LOWE _____

DATE APPROVED: 2/06/2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

Subject: **DECEMBER 17, 2012 SPECIAL CITY COUNCIL MEETING MINUTES**

Recommendation/Motion: **APPROVE THE MINUTES OF THE DECEMBER 17, 2012 SPECIAL CITY COUNCIL MEETING**

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

Background/Summary:

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? No

Budget Account NO:

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

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
17DEC12SM.doc	DECEMBER 17, 2012 SPECIAL CITY COUNCIL MEETING MINUTES

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
SPECIAL CITY COUNCIL MEETING MINUTES
DECEMBER 17, 2012 AT 5:30 P.M.

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

CHAIRPERSON BROOKS: We're about to, um, begin our special meeting. I would ask if you would please, um, silence your phones. Madam Clerk, are we ready for the roll call?

CITY CLERK WARD: Yes, ma'am.

CHAIRPERSON BROOKS: Let's have it, please.

CITY CLERK WARD: Mayor Thomas Masters? Chairperson Billie Brooks?

CHAIRPERSON BROOKS: Here.

CITY CLERK WARD: Chair Pro-Tem Dawn Pardo?

CHAIR PRO-TEM PARDO: Present.

CITY CLERK WARD: Councilperson Judy Davis?

COUNCILPERSON DAVIS: I'm here.

CITY CLERK WARD: Councilperson Cedrick Thomas?

COUNCILPERSON THOMAS: Here.

CITY CLERK WARD: Councilperson Shelby Lowe?

COUNCILPERSON LOWE: Here.

CITY CLERK WARD: City Manager Ruth Jones?

CITY MANAGER JONES: Present.

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

CITY ATTORNEY RYAN: Present.

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

CHAIRPERSON BROOKS: Thank you.

CITY CLERK WARD: Uh-huh.

CHAIRPERSON BROOKS: By the way, if anyone wishes to speak on an agenda item, uh, we do have consent cards so we would need to please fill them out and get up here as quick -- give them to Mr. Jones, please. Thank you.

All right. We will now stand for the invocation and Pledge of Allegiance led by Mr. Thomas. (Everyone stood for a moment of silence with the Pledge of Allegiance being led by Councilperson Thomas).

Um, Miss Jones, do we have any, um, items to be added, deleted, substituted?

CITY MANAGER JONES: No, Madam Chair.

CHAIRPERSON BROOKS: Any council member needs to do any disclosure at this time on any items on the agenda? If not, then I'd like to get, um, a motion to approve the agenda.

COUNCILPERSON DAVIS: Move agenda.

CHAIRPERSON BROOKS: Need a second.

COUNCILPERSON LOWE: Second.

CHAIRPERSON BROOKS: Okay. Roll call, please.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Okay. There's nothing on the Consent Agenda. I see here that we have Comments at 8:00. Well, maybe we'll be finished before then. All right. We're down to the regular meeting. Um, item number 1.

CITY CLERK WARD: Resolution 139-12. A resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving an amendment between the City of Riviera Beach and Palm Beach County, extending the completion date of the City's Neighborhood Stabilization Program from December 31st, 2012, to March 4th, 2013, authorizing the Mayor and City Clerk to execute the amendment and providing an effective date.

CHAIRPERSON BROOKS: Need a motion, please.

COUNCILPERSON THOMAS: So moved.

COUNCILPERSON DAVIS: Second.

CHAIRPERSON BROOKS: Miss Jones, would you like to -- oh, who's going to do the presentation or discussion?

CITY MANAGER JONES: Mr. Stein from, um, Community Development.

CHAIRPERSON BROOKS: State your name and everything, please?

BRAD STEIN: Yes, ma'am. Good evening. Uh, Brad Stein, Principal Planning with the City.

Um, this is just a continuation of the current Neighborhood Stabilization Program, extending the completion date from December 31st out to March 4th.

Um, currently we have four houses that we purchased. We have been reimbursed by the County for those homes and so, uh, we are in the process of rehabbing. We have rehabbed three of the four homes and now we are in the process of selling them.

Um, there's just a little hiccup on house number 4, um, just having some problems with some windows, uh, ordering the windows and, uh, working with the contractor. But we've got that all figured out today and everything's good to go.

And we've also submitted down to the County, um, for reimbursement for all those, uh, rehab -- rehab costs for those three homes. So we're just moving along in the program so far, and we have applicants down at the County, um, working on getting income verified to make sure that they're verified to be able to purchase these homes.

CHAIRPERSON BROOKS: Oh, wonderful. Any questions from anyone? Okay. We don't have a comment card. Please have the roll call for the vote.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Item number 2?

CITY CLERK WARD: Singer Island Camera Project, $1,500, Dawn S. Pardo, for security camera installation.

CHAIR PRO-TEM PARDO: Madam --

CHAIRPERSON BROOKS: Motion?

CHAIR PRO-TEM PARDO: So moved.

COUNCILPERSON LOWE: Second.

CHAIRPERSON BROOKS: Discussion?

CHAIR PRO-TEM PARDO: All right. Madam Chair?

CHAIRPERSON BROOKS: Yes.

CHAIR PRO-TEM PARDO: Um, after I allocate the next item, I will have $1,500 left in the District 4 Community Benefits. And, um, the plan here is to put the $1,500 into an account

so when we get our next stipend in March we'll be able to purchase a camera for the north end of Singer Island.

As you all know, we approved, in the, uh, the CRA budget, and last week we had a discussion about it, cameras over by the Ocean Mall and at the bottom of the bridge.

CHAIRPERSON BROOKS: Uh-huh.

CHAIR PRO-TEM PARDO: But there's a concern, um, about safety on the north end, so with the Community Benefits we'll be able to purchase a camera, uh, for the north end of the island.

CHAIRPERSON BROOKS: Oh, that's a wonderful investment.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis?

COUNCILPERSON DAVIS: Just a point of clarification. Um, the Community Benefits -- I'm -- I'm sorry. Miss Pardo, you said the money was going to be put into a -- in a bank account?

CHAIR PRO-TEM PARDO: Into -- it goes over to the police station, just like we've been doing with the landscaping project on A1A, which has been, um -- we've accumulated funds for the past several allocations.

COUNCILPERSON DAVIS: Okay. My only concern was -- was I thought the Community Benefits stipulation was the money had to be spent, but -- so it's, um --

CHAIR PRO-TEM PARDO: No, as long as --

COUNCILPERSON DAVIS: -- it's already worked out.

CHAIR PRO-TEM PARDO: -- it's allocated.

COUNCILPERSON DAVIS: Okay. All right.

CHAIR PRO-TEM PARDO: Uh-huh.

CHAIRPERSON BROOKS: Okay. Any other comments?

COUNCILPERSON LOWE: Yes. Who monitors these cameras?

CHAIR PRO-TEM PARDO: The police department.

COUNCILPERSON LOWE: Oh, okay.

CHAIR PRO-TEM PARDO: Everything goes through the police department. They'll purchase them, install. You know, it's part of the police, um, program.

CHAIRPERSON BROOKS: And technically the -- speaking, the funds are committed once you give it --

CHAIR PRO-TEM PARDO: Absolutely.

CHAIRPERSON BROOKS: -- and it -- they are committed, so shouldn't be a problem there. Any further comments or questions? Okay. Let's have the vote, please.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Item number 3.

CITY CLERK WARD: Fire Station Number 3, painting and landscaping project, $3,000, Dawn S. Pardo, donation to the Singer Island Fire Station Project.

CHAIR PRO-TEM PARDO: Um, again, I've been allocating funds toward this project. And this is -- uh, we're $3,000 short, so we're allocating the $3,000 so we can paint the fire house, do landscaping, sod, and, um -- and sprinkler improvements.

CHAIRPERSON BROOKS: Need a motion.

CHAIR PRO-TEM PARDO: So moved.

CHAIRPERSON BROOKS: Okay.

COUNCILPERSON LOWE: Second.

CHAIRPERSON BROOKS: All right. It's been -- any comments, questions? All right. Ready for the vote, please.

CITY CLERK WARD: Councilperson Davis?

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIR PRO-TEM PARDO: Thank you.

CHAIRPERSON BROOKS: Item number 4.

CITY CLERK WARD: In accordance with the agreement, a due-diligence period began on November 7th, 2012, and ends December 21st, 2012. The due-diligence period

provides an opportunity for the City to conduct certain studies and perform certain investigations including, but not limited to, an environmental study and examination of the title to the property and a survey of the property.

CHAIRPERSON BROOKS: Need a motion.

COUNCILPERSON DAVIS: So moved.

COUNCILPERSON THOMAS: Second.

CHAIRPERSON BROOKS: Miss Jones?

CITY MANAGER JONES: Yes, Madam Chair, members of Council. Thank you so much for being able to provide you with an update tonight on the due diligence.

We, uh, promised that we would come back, um, since our November, um, 7th approval to let you know what we have been doing with -- as it relates to the due-diligence process.

On November 7th you gave us authorization, um, to move forward with the execution of an agreement for the purchase of 1481 West 15th Street. This would allow the City the opportunity, um, for a new, um, police building, um, fire facilities, a Public Works facility, and an emergency operations center.

Um, in accordance with that agreement, the due-diligence period started on November the 7th and was to end on December the 21st. A part of that due diligence included the title search, of which we have completed that, and these items have been brought forward for, um, staff review.

Our external attorney that has been working with us has received these documents, reviewed these documents and then forwarded them on to the City. These issues do not represent any conditions or conflicts with the proposed use of the property as stated within, um, the title, um, of information we received.

As a part of that we were also, uh, to do a survey. Um, we had -- Lidberg & Associates has provided an updated boundary survey, um, to the one that was originally a part of the purchase. Um, no issues were found and that conflict -- um, and they were -- the boundaries were the same as the original survey that we received.

Another important thing was also environmental study. Um, we initially received, um, the first environmental study that the current owner did, but we also went back out and had a second -- our first environmental study for us to do. Um, URS Corporation provided an updated environmental study, um, as it relates to the property.

Uh, they did not cite any hazardous materials on the property. There were, um -- when you actually look at what is on the property, um, they did not find anything buried, drums that contained any diesel fuels or anything aboveground that would cause us any concerns about the environmental, um, condition of the property. Um, they concluded that no issues were found that would conflict with the proposed use of the property.

Another area that was of concern that we wanted to investigate dealt with the, um, Florida East Coast, FEC, Railroad right-of-way investigation. Um, on the property there exists, um, two, uh, railroad tracks: the FEC track which runs east and west, and then there's a track that runs north and south, um, that is owned by -- as a part of the property.

Um, FEC provided us information that they granted the previous owner, Gulfstream Lumber, a license to use that crossing. Uh, following the November 7th meeting that we had, uh, we contacted FEC and it was determined -- and they asked us some questions. We provided them the answers to the questions. Um, and we don't see any problem once the property is purchased of having an issue with FEC and getting the license.

There were two kinds of license and definitions that FEC wanted, and that determine -- that was based on the crossing, whether it was going to be a public crossing, meaning residents would be going across it, or whether it would be a private crossing.

And, um, in our discussions we know that it would be an internal private crossing. Only workers would be crossing, um, the particular railroad track. Um, so we feel comfortable that we'll be able to make applications with FEC to continue to be granted the license in order to cross the track, because it will not be a public crossing for the public.

If it were to be a public crossing, we would have to follow the -- first of all, we would have to file an application with FDOT, um, in -- in Tallahassee. They would draft a stipulation between the parties, and the City would enter into a typical FEC license. In this particular case, um, we -- as I said earlier, we are saying that this is a private crossing, not a public crossing.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo?

CHAIR PRO-TEM PARDO: Um, for the City Manager, so do we have a letter from FEC stating this or was this a telephone conversation?

CITY MANAGER JONES: E-mail.

CHAIR PRO-TEM PARDO: Okay.

CITY MANAGER JONES: E-mail from FEC.

CHAIR PRO-TEM PARDO: We have an e-mail? Okay.

CITY MANAGER JONES: Yes. Uh-huh.

CHAIR PRO-TEM PARDO: Well, I'd like a copy of it -- it wasn't in the back-up -- please.

CITY MANAGER JONES: Uh-huh. The other area, just to let you know, we -- as it relates to the public process, a public meeting forum was held on November the 19th, uh, here in Council chambers. On December the 1st, um, Chair Brooks held a community meeting, of which the acquisition of this property was one of the topics discussed. Um, during, um, December the 5th, um, we came back asking to amend the capital plan, which provided also an opportunity for the public, uh, to voice their opinions about the project.

On December the 7th, Councilman Thomas held and hosted a forum, as well as a tour of the current Public Works facility and the proposed, um -- the site for the proposed acquisition. And on December the 14th, uh, Councilperson Davis also hosted a tour of the proposed property.

Other items that, um, were a part of the contract, um, that the seller was to provide as exhibits, um, consisted of, uh, copies of contracts. Uh, the seller stated that there were no contracts that existed. Uh, we received the existing survey, which we -- they were to provide. We also received the exact release and all the amendments to that. Um, as far

as any existing warranties and guarantees, the seller, um, said that there were none that exist.

We also asked for a copy of all permits, licenses, and approvals issued by the governmental authority, and the seller told us that there were no additional permits or license and approvals.

We asked for copies of plans and specifications pertaining to the improvement, and the seller once again said -- uh, provided a hard copy of all the plans, uh, to City staff. Then we asked for the original soil test or environmental studies performed, and the seller also provided all of that, um, to the City in compliance with the due-diligence activities.

Also as a part of our due diligence, the City felt it was necessary for us to hold a property inspection, and on December the 11th the City staff contracted with a local professional engineer to inspect the facilities. Uh, you don't ever wanna buy anything that you don't conduct an inspection first of the properties.

The, um contractor brought to our attention the deficiencies that exist in the roofing system, uh, to the main building, uh, that required additional time for us to evaluate and, uh, to basically look at that. We approached, um, the seller with a request for a 30 day additional time, and that time has been, um, granted to the City.

As of today, the seller did agree to grant us 30 additional days so that we can continue to investigate the issue as it relates to the roof and ensuring that there is compliance, um, with any hurricane and other issues. That ends my update.

CHAIRPERSON BROOKS: Okay. Now, any -- the discussion from -- well, first we need to have a -- we did have a motion, so any discussion?

COUNCILPERSON THOMAS: Uh, yes, um, Madam Chair.

CHAIRPERSON BROOKS: Yes.

COUNCILPERSON THOMAS: Uh, just a couple questions that I have here. The -- for the additional 30 days, is there a fee attached to that?

CITY MANAGER JONES: There were -- in the correspondence that we received, there was no fee requested.

COUNCILPERSON THOMAS: Okay. And, um, for the repair of the actual roof or whatever the deficiencies are, how was that discussed?

CITY MANAGER JONES: That discussion proceeded, uh, with first of all, having to determine -- we had an engineer that said it needed to be, uh, be able to withstand 180-mile-an-hour winds. They had an engineer that said it did not have to totally be replaced; that it could be retrofitted in order to comply with that. And we need to reconcile the two different, um, engineers' reports. And that will take place within the next 30 days.

In the discussion with the owner, um, today, they also mentioned, um, providing us with a guarantee, uh, on the roof, that it would -- whatever we decided, um, would -- they would guarantee that roof to meet the compliance standards and that the appropriate warranties would go along with that roof.

COUNCILPERSON THOMAS: Okay. Do we have, in writing, uh, not just talk or e-mail, but a legal document that whatever we, um, said for the original 30 days or the original 45

days, do we have a legitimate legal document that says that our due diligence is being continued. and -- and it's under the same, um, auspice of if we don't come up with it, we're not on the hook for this building; we can still, uh, walk away from it. Do we -- do we have that in a legal document form?

CITY MANAGER JONES: Miss --

COUNCILPERSON THOMAS: We --

CITY MANAGER JONES: -- Ryan can answer that. We don't have it -- we didn't have it as an amendment to the original document. Uh, these discussions were had today. Um, there is -- there was conversation, and Miss Ryan can speak to it more fully, um, about any conversation she had with their particular attorney about any amendments to the document.

COUNCILPERSON THOMAS: Okay.

CITY ATTORNEY RYAN: Okay. Um, Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Ryan.

CITY ATTORNEY RYAN: I'm looking at my e-mail, because we received their confirmation at about, um, 4:49 p.m. So there was no time to really get the document together, but they did state, um, in their e-mail that, um, they would extend the inspection period and closing date by 30 days. Tomorrow, um, I will work with their attorney to get the legal document together, because the e-mail is just an e-mail. So there has to be --

COUNCILPERSON THOMAS: Yeah, I'm -- I --

CITY ATTORNEY RYAN: -- something --

COUNCILPERSON THOMAS: -- I need a legal --

CITY ATTORNEY RYAN: -- more formal.

COUNCILPERSON THOMAS: -- a legal document, and that can be done before this week is out.

CITY ATTORNEY RYAN: Oh, absolutely.

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON THOMAS: Okay. Um --

CITY ATTORNEY RYAN: Absolutely. Because right now it -- it -- the -- it ends on Friday, so --

CHAIRPERSON BROOKS: Uh-huh.

CITY ATTORNEY RYAN: -- what -- we should have something done by tomorrow, which will, of course, be sent to each of you.

COUNCILPERSON THOMAS: What -- what ends on Friday?

CITY ATTORNEY RYAN: The inspection period technically

ended --

COUNCILPERSON DAVIS: 45 days.

CITY ATTORNEY RYAN: -- on Friday, this Friday.

COUNCILPERSON THOMAS: So I -- I thought we had till the end of the year.

CITY ATTORNEY RYAN: No, the closing is -- was set for December 28th.

COUNCILPERSON THOMAS: Uh-huh.

CITY ATTORNEY RYAN: The inspection period ended on December 21st. And, um, it was important for the -- for City staff to either complete the due diligence or to get more time, because on December 21st, that would have been our last day to, um --

COUNCILPERSON THOMAS: See, that's -- that's not --

CITY ATTORNEY RYAN: -- make a decision.

COUNCILPERSON THOMAS: -- what I understood. And I know that we can fix it now, but --

CHAIRPERSON BROOKS: And Miss Ryan --

COUNCILPERSON THOMAS: -- that has to be very clearly stated. Because what I've been saying in the community is that we have until December 31st.

CITY ATTORNEY RYAN: No.

COUNCILPERSON DAVIS: 21st.

CITY MANAGER JONES: 45 days.

COUNCILPERSON THOMAS: Well, yeah, but --

CITY ATTORNEY RYAN: That --

COUNCILPERSON THOMAS: -- I don't ever -- okay.

CITY ATTORNEY RYAN: Right.

COUNCILPERSON THOMAS: I'm just saying, I don't ever remember that being done, so that needs to be taken care of immediately.

CITY ATTORNEY RYAN: Right. Well, the new dates, um -- again, the closing was set for December 28th. So the new dates -- I'm gonna tell you right now, as he wrote in the e-mail, um, we would extend the inspection period from December 21st to January 21st, and the closing date will be extended from December 28th to January 28th.

And the reason for the lag is you need time to get the closing documents together. Once both parties decide, Okay, we're happy; um, let's move forward with this, then the documents for the formal closing have to be put together where we have an official closing.

COUNCILPERSON THOMAS: I -- I would -- I would suggest, uh, can -- to, uh, get at least another 10 days on that 30 days. It's a lot going on. Christmas break. I mean, um, you got MLK festivities. I think that we'll at least need to get another 10 days on -- on that. I don't want any mix-up or any issues with that.

CITY ATTORNEY RYAN: Well, and -- and I hate to put the owner on the spot, but you know, at some point -- and in this conversation tonight, it would be great if he could give us a, um, indication if he's willing to do that or not. It -- it takes a lot to get these extensions, and that's why it went down to the wire at 5:00.

COUNCILPERSON THOMAS: Why?

CITY ATTORNEY RYAN: So --

COUNCILPERSON THOMAS: Is the owner here?

CHAIR PRO-TEM PARDO: A representative is.

CITY ATTORNEY RYAN: Yes. Mr. Kellam is here. I don't know if he can make a decision on behalf of his client.

COUNCILPERSON THOMAS: Oh, no, no. I met that guy. He said he was the owner.

CITY ATTORNEY RYAN: Yeah.

COUNCILPERSON THOMAS: We need -- we need at least 10 more days on that to make sure that we get -- we, uh -- we can get through this due-diligence period properly.

COUNCILPERSON LOWE: I'm sorry. Point of order. The board needs to ask for 10 days.

CHAIRPERSON BROOKS: Yeah.

COUNCILPERSON THOMAS: That's fine. But I'm just saying --

COUNCILPERSON LOWE: If the board asks for 10 days --

COUNCILPERSON THOMAS: -- I wanna know if he's willing to --

CHAIR PRO-TEM PARDO: Make a motion.

COUNCILPERSON LOWE: -- then that's fine. We can have a vote whether we want to ask for 10 days.

COUNCILPERSON THOMAS: If the -- if the board doesn't want to ask for 10 days, I would sure like to know why, 10 extra days.

COUNCILPERSON LOWE: Okay. Well, make the motion and then --

CHAIRPERSON BROOKS: Let me first ask --

COUNCILPERSON LOWE: -- we could have a discussion.

CHAIRPERSON BROOKS: -- Miss -- ask Miss Ryan, given the statement -- I'm sorry, uh, the statement, uh, of -- of -- or the suggestion or the directive, um, from Mr. Thomas, Miss Ryan, what is your take on all that? He's factoring in the fact that we do have the holidays.

CITY ATTORNEY RYAN: Correct. And, look, it would be perfectly reasonable to ask for an additional 10 days. These are very complex negotiations, and, um, the City should have as much time as possible.

Um, the reason why I state that we want to -- if we want to go ahead and get that nailed down today is because we're gonna do a formal document tomorrow amending it. And before the night is out, we're gonna ask the Council to give, um, um, staff the, uh, the go-ahead to go ahead and enter into that amendment. Because we -- we are not gonna meet again before, um, the end of the year. So if the Council wants to ask for five more days, 10 more days, now is the time to do it. And it's not just staff trying to negotiate for it. It's -- it's the City Council, which is the buyer, and, um, Mr. Kellam representing the corporation, GEU. But it doesn't have to be at this moment. I -- that's why I wanted to raise it now so that he had an opportunity to think about it and go speak to whomever he needs to speak to, in case you actually make a motion to do that and it passes.

COUNCILPERSON THOMAS: Well, I'm definitely going to make the motion. I don't know whether it's gonna pass or not. So if he can't make that decision, then maybe this is the time for him to -- to ask whoever needs to make it.

But I think that the City should at least, you know, have, uh, 10 more days, at least, to go through all this. There's no sense of setting yourself up for any type of mix-up, where you -- you have the holidays and the -- the, um -- the -- the -- the Martin Luther King festivities. And I just think that that's pressing it a little bit.

But if that's not the pleasure of Board -- I'm gonna still make the motion, but I -- I don't see why we wouldn't be -- I think 10 days is extremely reasonable, um, if not more.

CHAIR PRO-TEM PARDO: Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Pardo.

CHAIR PRO-TEM PARDO: All right. I'll make my comments. Um, I feel the same way as Mr. Thomas. But instead of giving 10 days, let's go 45 days. That's what they gave us originally. Let's go and try to get 45 days out of them.

We had 45 days now to do due diligence. And look, we've come back with, um, you know, our -- our architectural engineers

Came -- come -- came back and identified some serious problems. And you know, we all need to remember, we are buying a used building, and we -- you know, we're paying a lot of money for it. We're paying $6.6 million, and that is a lot of money. And I just think it was, you know, pretty telling now that the last minute, you know, seconds -- well, minutes to spare, 11 minutes to spare, they came back and finally gave us the 30-day extension.

I think, you know, I'm not speaking on behalf of them, but it's pretty obvious what's going on here. You know, they're gonna have a hard time to sell -- selling that building. So 45 days for $6.6 million, I don't see what the harm would be extending it.

COUNCILPERSON LOWE: Madam Chair?

CHAIR PRO-TEM PARDO: If anything --

CHAIRPERSON BROOKS: Okay.

CHAIR PRO-TEM PARDO: -- it just shows the taxpayers that we are doing our due diligence. This is a lot of money. And remember, we've been saving this money so we can build a new facility. And now, you know, we're turning around, and we're taking someone's headache off of their hands. You know, and it's going to become our headache. So I would say -- I'd like to make a motion --

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: Mr., um -- sorry.

CHAIR PRO-TEM PARDO: -- to extend this for 45 days.

COUNCILPERSON THOMAS: I'm gonna second the motion.

MAYOR MASTERS: I agree.

COUNCILPERSON LOWE: Madam Chair?

CHAIRPERSON BROOKS: Uh, oh --

COUNCILPERSON DAVIS: (Inaudible) vote.

CHAIRPERSON BROOKS: (Inaudible). Okay. Um, all right.

MAYOR MASTERS: (Inaudible).

CHAIRPERSON BROOKS: So what we're --

CHAIR PRO-TEM PARDO: It's a motion.

CHAIRPERSON BROOKS: -- asking for now in this motion is that we be given 45 days, which then, in effect, would make it -- you have your calendar? Well, 45 days --

COUNCILPERSON THOMAS: Well, I mean, we might need to --

CHAIR PRO-TEM PARDO: It would be an additional 15.

COUNCILPERSON THOMAS: I just think we might need to see if --

COUNCILPERSON LOWE: Someone's gonna have the floor, Madam Chair. (Inaudible).

COUNCILPERSON THOMAS: -- they're going to --

CHAIRPERSON BROOKS: Excuse me. Hold on. Yeah, let's just -- just wait. Mr. Lowe, had you --

COUNCILPERSON LOWE: Yeah. I wanted to check with staff, the people that are actually doing the negotiations, other than, you know, the speculators up here. How much time do you need, the staff?

CHAIRPERSON BROOKS: Because it helps us in your decision, you know, if the staff gives us input on this.

CITY MANAGER JONES: Of course the more time we have the, um -- the better, um, in light of the holidays.

CHAIRPERSON BROOKS: Uh-huh.

CITY MANAGER JONES: Um, and as Miss Ryan mentioned, it does take you at least a week or so to generate the documents, one that -- once that particular period is over. Um, so the 10 extra days would be helpful to the staff, um, as we get through this negotiation process.

COUNCILPERSON LOWE: Then why didn't you guys ask for it then, during the negotiations?

CITY MANAGER JONES: Well, it's -- typically, you -- you kinda want them to run calendar time. And, uh, we felt as though, in our original request, that asking for an additional 30 days, um, would be adequate, but more time is always beneficial.

COUNCILPERSON LOWE: So we have compared engineering specs or engineering findings from both engineers?

CITY MANAGER JONES: Yes. And so now you've got to reconcile two different opinions.

COUNCILPERSON LOWE: Okay.

CHAIRPERSON BROOKS: So --

COUNCILPERSON DAVIS: Do you --

CHAIRPERSON BROOKS: Okay. Go ahead on, Miss Davis.

COUNCILPERSON DAVIS: Do you -- do you believe that 30 days is enough?

CITY MANAGER JONES: I really -- it's enough, but more time is never -- you never hurt to have more time.

CHAIR PRO-TEM PARDO: Yeah. It's a big job.

CHAIRPERSON BROOKS: It's like -- yeah.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. Thomas.

CITY MANAGER JONES: Because we have to get a third opinion, and so that means that someone, um -- we would have to be trying to get someone through the holiday period, and that may not be as easy as it is for us to do. Um, so this actual second round may not start before the 26th of December.

COUNCILPERSON LOWE: Okay. Well, that made sense. You said that you need a third opinion. Okay. So the -- the owner's here. Um, he's free to come up.

COUNCILPERSON THOMAS: I'm just trying to (inaudible).

COUNCILPERSON LOWE: And, um, we can talk about this in public.

COUNCILPERSON THOMAS: Madam Chair?

CHAIRPERSON BROOKS: Yes, Mr. --

COUNCILPERSON THOMAS: While the owner's coming up -- and I'd much rather him not to stand there when I said this, but he's there now. The issue is, I don't want our manager really tussling with, you know, really how the owners are gonna feel on this right here.

We're spending our taxpayer dollars, and I don't -- I -- they need to hear from us how we -- because we're gonna be the last ones to make this decision on that. And if they're not willing to give us that, then I support this project a hundred percent, but I don't support it being messy.

So if they're not willing to give us that, then maybe we do have some other issues. I support the project, but I'm not gonna be rushed into spending our money. So if they're not willing to do that, then they need to at least know how I feel about the -- the -- the deal. And staff needs to know how I feel about it. You know?

I'm not trying to sugarcoat it. We're spending a lot of money. They're not giving it to us. We're buying it. You know? So we need to make sure. We making a very big capital investment that we won't be able to do for a while again, and I'm taking it very serious. So if they're not willing to, then that's something that I need to know.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Uh, okay.

CITY MANAGER JONES: The owner is agreeable to give us 45 days.

CHAIRPERSON BROOKS: They have agreed to it, is what -- is that --

COUNCILPERSON DAVIS: Madam --

CHAIRPERSON BROOKS: -- what you're saying?

COUNCILPERSON LOWE: So there you go.

CHAIRPERSON BROOKS: Okay. So we're -- it's --

COUNCILPERSON DAVIS: Oh, okay.

CHAIRPERSON BROOKS: Okay. Thank you so much.

COUNCILPERSON DAVIS: Yeah. And -- and, Madam Chair?

CHAIRPERSON BROOKS: Yes, Miss Davis?

COUNCILPERSON DAVIS: I -- I -- I agree that, um --

CHAIRPERSON BROOKS: Uh-huh.

COUNCILPERSON DAVIS: -- you know, it's -- I don't wanna be -- you know, we -- we had the general public really, um, upset, um, because of the 45 days from the very beginning. So if -- if the City Manager is comfortable with 45 days, um, and we feel that we can get it done and not be pressed --

CHAIRPERSON BROOKS: Well, he just said it's okay with them.

COUNCILPERSON DAVIS: -- to get it done --

CHAIRPERSON BROOKS: So it's --

COUNCILPERSON DAVIS: -- so that's fine.

CHAIRPERSON BROOKS: -- that's okay.

COUNCILPERSON DAVIS: Great.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Yes.

MAYOR MASTERS: I -- just to the, uh -- just I'll put this statement to you, Mr. Owner, on -- on the record. Uh, I thank you for agreeing to 45 days. I think if I was the seller, I'd agree to whatever, 60 days. You wanna sell the building. So that's not a big deal but I'm, you know, glad you agree. You would agree to anything at this point, because you wanna get rid of that building. Thank you.

CHAIRPERSON BROOKS: We thank you for your cooperation.

We -- we appreciate it

MAYOR MASTERS: I -- I (inaudible). I -- I -- I can. That's how I feel.

CHAIRPERSON BROOKS: Okay. All right. Um, let's just move on.

CITY CLERK WARD: You have a motion on the floor.

CHAIRPERSON BROOKS: You know, it's been decided so -- we got a motion. Okay.

COUNCILPERSON LOWE: (Inaudible) accuse a guy of being dishonest.

CHAIRPERSON BROOKS: Okay. All right.

MAYOR MASTERS: Well, he -- well, he wants to sell the building.

CHAIRPERSON BROOKS: All right. Well, let's --

CITY CLERK WARD: Councilperson Lowe? Councilperson Lowe?

COUNCILPERSON LOWE: What are we voting on?

CITY CLERK WARD: On your --

CHAIR PRO-TEM PARDO: 45 days.

CHAIRPERSON BROOKS: 45 days.

CITY MANAGER JONES: But you got cards? Don't you --

COUNCILPERSON DAVIS: Cards.

CITY MANAGER JONES: -- wanna hear those before you vote?

CHAIR PRO-TEM PARDO: Yes.

CHAIRPERSON BROOKS: Yes, we do. We do have comment cards. Okay. Uh, Earl Davis with the Southside Coalition?

EARL DAVIS: Earl Davis, 1001 W. Fourth Street. Just wanna say a few words on this property that, uh, the City is trying to purchase, which, uh, the Concerned Mothers of the Southside, they support this. And now the Southside Coalition, we support it.

Now, all of those that don't support it, tough. And if they don't support it, one they -- once they come March, we gonna really try to help 'em find out why they didn't support it, 'cause you know, we kinda tired of the City dividing up. The Council pull one way; the other peoples pull -- I ain't gonna call no names -- the other way.

But you know, I talked with my group and I talked with Miss Dawson that knows that I have a meeting Friday night. It's just a shame that we can't do anything. Then I asked some of 'em would they go over and look at the building. And that was two weeks ago. Yeah, Miss Davis, we gonna look at it and, um, we'll call you back.

You know, one thing I hate in my whole life, even in high school, I hate a liar. You know? Once you lie to me, I'm gonna put your business in the street and you will be sorry. I promise you you'll be sorry. You know? And it's just not nice.

I don't see nothing wrong with the building. I thank Mr. Thomas, Miss Davis, and Mr. Jones and all for taking us own a tour of the Public Works and the building. The building looked great. And I had one of -- City official to tell me, Who wants to move over there in that warehouse? It's not a warehouse. To us, it's an office building. And where they get this warehouse from?

And then you got your own City officials running around here talking against the project. You know? And then when you find peoples like that, they don't have no business sitting up there on the dais, and I'm gonna tell you that. Thank you.

CHAIRPERSON BROOKS: Next we have Vivian Havener.

VIVIAN HAVENER: I'm always afraid of this thing. Good evening. Vivian Havener, and I want to talk about the police department. I've been in crime prevention in Riviera for 20 years. Uh, Keith Fitzgerald started us out. As a matter of fact, I ran into him the other day, and he was inquiring about all of you people.

And for the last 12 years I have been with the present chief and I'm there in the police department. I know every inch of it. The walls. Those brick walls are in terrible shape and there's more corridors than there are offices.

And also, uh, some of the officers have been divided into little cubbyhole things with a place just for a desk and just two drawers. And there's no privacy. The senior officers all have these little places to work at, and there's no privacy.

If you recall -- see, I called Commander -- um, Major Mitchell on a complaint. He can't talk to me freely back on the phone because maybe the person in the next, uh, booth is listening to him, which I think is outrageous. Every one of these officers should have their own office privacy, and if somebody needs to help them, that's fine.

Also, I went -- my husband took me over to see this place that you're looking to buy. I love the road going into it. I wished it was in my street, because mine is full of cracks. And I -- I couldn't see anything wrong with the buildings. They look fine buildings to me, in great shape, and I wish you well with it. I hope you can get it.

And I thank all of you for allowing me to speak, because last week I was told by a member of the public to silence myself. But, uh, I'm not silencing myself. I'm speaking tonight. And thank you very much. I appreciate it.

CHAIRPERSON BROOKS: Thank you for speaking. Miss Duncombe, Norma Duncombe?

NORMA DUNCOMBE: Uh, Norma Duncombe. Um, let me first of all say that when it comes to progress, I'm one of those persons who feel there is never enough progress. But I think that if you're gonna make decisions that are big like this, then you really should make sure that it is really progress.

Let me say this. I can go -- you can go from the, what, Miami to Maine, and you will never see anybody take their city complex or their police department and put them in a warehouse area. Uh, we -- and -- and I guess I go back, because I've been here all my life, and to see our City Hall here I thought was progress. And whatever you need, you could find enough space to put a new building here.

First of all, let me say, if you're not familiar with renovations, you can never guarantee what you're gonna have. And if you have a leaking building over there now, I guarantee you you cannot patch it up and it will work. If you're putting out that kind of money, of course they're gonna laugh all the way to the bank. I mean, they're enjoying this contract that you have drawn up with them.

And if you tell them 90 days, they're not gonna say no, because they're not gonna get anybody else to buy that building. And I think it's a disservice to the citizens of this city. You know, I have -- I have talked and I've listened and Mr. Thomas talked with us on Sunday. And like I told him, it's a matter of not trying to work against you, but trying to say, Let's make good decisions.

You know, he gave the argument of what -- what -- what -- what you're trying to do, and I have no objection to that. But it's just like buying an old car. You cannot guarantee what you're gonna get. It might run for 10 days and it might run for 30. It might run for years. But I -- I -- I just think it's a disservice to, uh, the citizens to spend their money that way. And it was one thing that stood out that Mr. Thomas told us on Sunday. He said that even

though the City is purchasing the building, they're not gonna really take possession of it because they don't want liability. If you sign papers purchasing that building and somebody's injured, you are responsible. And guess what? People love to sue this city. So you got liability.

It's -- it's just a lot of things that are involved. And I don't know if you've thought about it, but I think you really should seriously think about it. And why do you want an old building when you can put up a new one? And you can go -- I don't care how high you go up. You go up as high as you need to go in order to bring all of the services on this main street where you have bus services and everything else. I thank you.

CHAIRPERSON BROOKS: Thank you, Miss Duncombe. Uh, Margaret Shepherd?

MARGARET DUNCOMBE-SHEPHERD: To everyone, my name is Margaret Duncombe-Shepherd. And you know, I have just never heard anything so -- so ironic that this -- this past councilperson spent a million and a half dollars.

It is so unreal that somebody get up here and then they try to disgrace this council. I understand what Miss Pardo is talking about. She's talking about the stormwater drain money. Now, I was here in 2004, I think, when that went on -- on the market. Can you find another account? I think that's what she's talking about.

But let me go to Public Works. Let me stop at Public Works when I went over there. The bathrooms, I wouldn't put my dog in there. To go in there and eat a sandwich, I wanna tell you, you guys -- to sit on that dais and say the things you say, I wouldn't even open a hot dog over there in a wrapper.

It's time for us -- it's not funny, you all. Those people over there are not only citizens of Riviera Beach; they work for us out in the hot sun. Everybody else is in the cool breeze. They cut our grass. They take care of us, and they're living in squalor conditions? How do they even work over there?

I don't -- the gas is over there. Our equipment is over there. Our -- our -- our -- our vans, our buses, everything out in the elements. Let's get to the railroad tracks. If anybody remember the storm, the food went down to Miami. Michael Brown had to circle it back and bring it here, and the line was all around the block. Do you guys remember?

If you have the railroad tracks, think. Slave mentality. Think. The railroad tracks are an A-plus. Our food, whatever, would come on those tracks. A million and a half. I'm not getting into the money. I'm -- that's your job. If you can't handle it, leave the seats. You have to make a -- decisions. You keep hearing this crazy slave mentality. This -- this stuff is unreal.

Those people over there are suffering, and this is the way we -- the police department. Those people are there to take care of us. They have a space. It's not old. Let me -- let me clarify. What I saw was brand new. Maybe -- maybe -- yeah, it is time for my glasses to be checked, but it was very beautiful to me. I wasn't the only one. You know why people don't come here? It's because of this. They don't want to face it. Me, I personally don't care. I'll see you in March. I will see you in March, I guarantee you. They said, Bring on the referendum. They ready for the referendum.

AUDIENCE: Bring it on.

MARGARET DUNCOMBE-SHEPHERD: They're ready for this referendum, if it's a referendum. It's time for you all to set up and do what we put you in office to do. If you're gonna take the insults, you gotta have alligator skin. I learned that a long time ago.

Last year that lady told me to sit down and shut up, and that's all she told Miss Havener. Y'all heard my response. And if she was here today, I'll say it to her and Norma Duncombe again today: Get a life. Raise some dogs, puppies, monkeys. I really don't care what you do. But you know what? This City has to what? Go for a change and move forward. Thank you.

CHAIRPERSON BROOKS: Thank you, Miss Shepherd.

MAYOR MASTERS: Madam Chair?

CHAIRPERSON BROOKS: Next we'll have Bruce Guyton.

MAYOR MASTERS: Madam Chair? Point of clarification.

CHAIRPERSON BROOKS: While he's coming up. Uh --

MAYOR MASTERS: Yeah. While he's coming up.

CHAIRPERSON BROOKS: Just a minute, Mayor, please. Let's be courteous.

MAYOR MASTERS: I have a point of clarification.

CHAIRPERSON BROOKS: Okay.

MAYOR MASTERS: May I make my point of clarification?

CHAIRPERSON BROOKS: Yes, you can --

MAYOR MASTERS: Thank you.

CHAIRPERSON BROOKS: -- respond. Uh-huh.

MAYOR MASTERS: Uh, just for the record, before this -- and I just need someone to correct me if I'm incorrect. But before we became knowledgeable -- and I agree with Mrs. Duncombe, I mean, Mrs. -- well, Mrs. Duncombe and what Miss Shepherd said about the -- the Public Works building.

MARGARET DUNCOMBE-SHEPHERD: (Inaudible).

MAYOR MASTERS: Well, both Miss Duncombes.

MARGARET DUNCOMBE-SHEPHERD: Thank you.

MAYOR MASTERS: But the, um, point of clarification is, before we became informed about the, uh, new transition, it is my understanding that we were just getting ready to put a shovel in the ground and build a new Public, uh, Works facility over there where it is now. Is that correct? Can somebody tell me, am I wrong?

CITY MANAGER JONES: We had -- the Council had approved the site plan. We had not gone out for, um, a construction company to build it.

MAYOR MASTERS: But we had the money to -- to do it?

CHAIR PRO-TEM PARDO: Wait. Madam Chair?

CITY MANAGER JONES: We had the money.

CHAIRPERSON BROOKS: Just let him -- let them finish.

CHAIR PRO-TEM PARDO: Okay.

MAYOR MASTERS: Okay. Thank you. I just wanted to get a point of clarification.

CHAIRPERSON BROOKS: Then I'll let you talk.

CHAIR PRO-TEM PARDO: Yeah. All right.

MAYOR MASTERS: Thank you, Madam Chair.

CHAIR PRO-TEM PARDO: Madam Chair? Just for point of clarification, I think we need to remember that the City did spend $302 and -- well, I'm sorry -- $300,000 on design services for the Public Works complex, so we were well on our way.

MAYOR MASTERS: Thank you.

CHAIRPERSON BROOKS: Uh, Mr. Guyton?

BRUCE GUYTON: Uh, thank you, Madam Chair, Council people, Mayor. My name is Bruce Guyton and I, too, am a lifelong resident of Riviera Beach. And, um, tonight is fairly refreshing. Early on I was demonized for coming out in support of moving forward just to do the due diligence. I said, We need to find out whether this building would be feasible, and make our determination then. People hit the ceiling, went way in left field: We don't need to do this. We were gonna build a new building here. Or we have spent this amount. Um, one thing that I found that we don't do is think outside of the box. And in order to make progress, we have to think outside of the box. We don't have to be like everyone else. No one else is doing this, no -- well, who cares? If it's feasible for us and the department heads tell us that they can operate from that place and not put our citizens' health in jeopardy, what is the problem? We don't have to be like everyone else. We can be a trailblazer and start something that maybe others will follow, because they never really thought about it.

AUDIENCE: That's right.

BRUCE GUYTON: But if we can meet our response rate, if the police can get out, if Public Works can have all what they need -- and then, on top of that, we were only gonna build two buildings. I mean, we were only gonna have two operations for the money that we have now.

But if we move in that building, we're gonna be able to incorporate four operations: Public Works, Police, Fire, and Emergency Operations. With the money that we were gonna spend, we were just gonna build two buildings, Public Works and, um, Police. So -- and then on top of that, we're gonna save $2.5 million. And that 300,000 that, you know, we said we've already spent, I'm sure that those ideas can be incorporated into this new building.

So it's not just lost money, because those things that were incorporated into that design -- and Staff, correct me if I'm wrong -- cannot come into this new operation.

So, um, I am in full support of it moving forward. Should something surface during this due diligence that put the health/welfare, uh, in jeopardy, then we'll step back. But right now I have seen nothing why we should stop.

The Committee for a Better Riviera Beach, for which I am the chair, we have island residents and mainland residents. We voted unanimously for it, to move forward so that

we can have some progress. Some say they're -- they're in favor in progress -- for progress, but right after that they said "but." Then "but" changes the context of everything they said before.

So they mean, Let's stay where we are, but the progress just need to wait, because they don't think it's right right now. We need to step out, take a chance. It's okay to make mistakes. That's life. You identify the mistake. You take corrective action and you keep it moving. So don't be afraid to take a chance. Thank you.

CHAIRPERSON BROOKS: Thank you, Mr. Guyton. Next we have Miss Delores Dawson.

DELORES DAWSON: Delores Dawson, 669 W. Sixth Street, 664 W. Fifth Street. I'm president of the Concerned Mothers of the Southside and a member of the Southside Coalition.

I must confess that when -- before we went to see the building, some of us really gave you a hard time because we didn't know where it was. We -- we thought we knew where it was. We were concerned about 13th and Old Dixie. So when -- in our conversations, we were saying, How in the world could it be there? But after getting on the bus, going over there, we fell in love with the building. And when we saw the Utility Department -- Department over there, we was wondering why in the world had the Code -- Code Enforcement let it live so long, why they hadn't set it on fire or got rid of it a long time ago. It's just a plum disgrace to live in a city like Riviera, that I love, with such a terrible Utility Department where they do our work.

AUDIENCE: Public Works.

CHAIRPERSON BROOKS: Public Works.

DELORES DAWSON: Public -- it's Public Works?

CHAIRPERSON BROOKS: Uh-huh.

DELORES DAWSON: It were Public -- it was -- it was a mess.

AUDIENCE: Yes, it was.

DELORES DAWSON: And it really needed to be condemned.

CHAIRPERSON BROOKS: Uh-huh.

DELORES DAWSON: So we are in favor of the new building, because in going in there and seeing the format, seeing how it was, we was just thrilled to death. And we even promised the Chief that we would volunteer over there sometime. So we are in favor of it.

So we thank you for it. And we -- only thing, we don't want division in our city. We don't want to be divided by where we are, who's over here and who's over there, because I think the City can be unified if we all just work together. We love the building. We support the building. And we know a little bit about buildings. Some of us own properties. We know a little about buildings, and we know what can happen and what will happen if we don't do the right thing. So I thank you.

CHAIRPERSON BROOKS: Miss Dawson? Miss Dawson?

COUNCILPERSON DAVIS: Um, Madam Chair?

CHAIRPERSON BROOKS: Before you leave, um, because I might miss you. You know the lady that you were trying to get me to hook up with, was having the problem with the roof?

DELORES DAWSON: Yes, yes.

CHAIRPERSON BROOKS: I've not called her, but please tell her to try to reach me, because there might be a source of money --

DELORES DAWSON: All righty.

CHAIRPERSON BROOKS: -- that can help her, but I've just not been able to, uh, catch her at her place.

DELORES DAWSON: All right. 'Cause she's not there because the electricity fell down because of the roof.

CHAIRPERSON BROOKS: Right.

DELORES DAWSON: And so she's not in there. She goes in the -- she stay in the park a lot of nights till about 9 or 10:00, but she goes somewhere else to sleep. So it would be good if you take it in consideration.

CHAIRPERSON BROOKS: I'm just trying to run her down, so any way you can hook us up --

DELORES DAWSON: I will.

CHAIRPERSON BROOKS: -- maybe we can try to help with that house.

DELORES DAWSON: I will find a way.

CHAIRPERSON BROOKS: All right.

DELORES DAWSON: Thank you so much.

CHAIRPERSON BROOKS: Okay. Thank you.

COUNCILPERSON DAVIS: Madam Chair?

MAYOR MASTERS: Thank you, Miss Dawson.

COUNCILPERSON DAVIS: Madam Chair?

CHAIRPERSON BROOKS: Yes? Yes, Miss Davis.

COUNCILPERSON DAVIS: Uh, Miss Dawson?

DELORES DAWSON: Yes.

COUNCILPERSON DAVIS: You know, I got pictures of you guys to prove that you fell in love with this building. You remember that, right? On the exercise bikes.

DELORES DAWSON: Oh, we -- we really loved it. Oh, yeah, we'll go over and exercise any time.

COUNCILPERSON DAVIS: All right.

DELORES DAWSON: All right. And we want to thank, too, Miss Davis, because we have a member in our group who's very excited about on Thursday -- because she's gonna have a treat from Mrs. Davis, and it's so -- it's really good. I'm so glad. I won't tell it. You can tell it.

COUNCILPERSON DAVIS: Thank you.

CHAIRPERSON BROOKS: Wonderful. Okay. Thank you. Um, is that the end of comments? Okay. All right. Now, are we ready for the vote?

COUNCILPERSON DAVIS: And the vote is to --

CHAIRPERSON BROOKS: Actually --

COUNCILPERSON DAVIS: -- extend --

CITY CLERK WARD: Extend the time to --

CHAIRPERSON BROOKS: Extend the time to --

CITY CLERK WARD: -- 45 days.

CHAIRPERSON BROOKS: -- 45 days.

CHAIR PRO-TEM PARDO: Yeah, 45 days, correct. My motion still stands.

CHAIRPERSON BROOKS: Okay.

CITY CLERK WARD: And Thomas second. Councilperson Lowe?

COUNCILPERSON LOWE: Yes.

CITY CLERK WARD: Councilperson Thomas?

COUNCILPERSON THOMAS: Yes.

CITY CLERK WARD: Councilperson Davis.

COUNCILPERSON DAVIS: Yes.

CITY CLERK WARD: Councilperson Pardo?

CHAIR PRO-TEM PARDO: Yes.

CITY CLERK WARD: Councilperson Brooks?

CHAIRPERSON BROOKS: Yes.

CITY CLERK WARD: Unanimous vote.

CHAIRPERSON BROOKS: Very good. Now we're down to Statements by Mayor and City Council, and I'll start with my right, Mr. Thomas?

COUNCILPERSON THOMAS: Uh, none. None. I just would -- just like to thank, uh, everyone who came out to, um, the, um, meeting. I know it was a, uh, very short-notice call, but I do appreciate all -- all of the, uh, groups who came out.

We were well -- well represented, um, by 'em. And, um, I -- I think that they got a chance to see the buildings. And -- and we'd like to thank the staff and everyone who was a part of that. Miss Duncombe, I'd also like to thank your organization for allowing me to come out and -- and, um, speak to you, as well. And I welcome the opportunity to continue to have this dialogue. I appreciate the respect that you had, even though some members were, you know, not feeling the same way as I did on the project. Everybody was well respectful and they received me well, and they took the information back. And it was a -- a meeting full of love, which I didn't expect. But I'm glad I got it. So thank you very much for that, as well. That's all for me. Thank you.

CHAIRPERSON BROOKS: Miss Pardo, any comments?

CHAIR PRO-TEM PARDO: Thank you, Madam Chair. I would like to wish all of our residents a Happy Hanukkah, Merry Christmas, and a very Happy New Year. Um, I'm sure good things are in store for us in 2013, and I look forward to seeing you all then. Enjoy your holidays.

AUDIENCE: Thank you, Miss Pardo.

CHAIR PRO-TEM PARDO: Thank you, Madam Chair.

CHAIRPERSON BROOKS: You're welcome. Miss Davis?

COUNCILPERSON DAVIS: Uh, yes. I'd just like to commend Mr. Thomas, uh, for hosting a fantastic roundtable. It was -- it was great. I -- I gave him kudos then, and I just wanted to reiterate, um, the same thing tonight.

Also, I'd like to wish everyone happy holidays, Merry Christmas, feliz navidad, uh, and happy Hanukkah.

COUNCILPERSON LOWE: Yes, ma'am. Um, happy holidays to all. And I'd also like to, uh, commend both my colleagues, Miss Davis and Mr. Thomas, for their efforts in regards to, uh, the Public Service building project.

Uh, it helped out a lot and you know, it was rather timely. And it helped clear up a lot of, uh -- a lot of misinformation that is so easily dispersed out in the -- in the community. And I'd just like to encourage people, if you have any questions, feel free to contact us.

You know, we're not afraid to answer your questions. And before you assume something's in the mix, come -- come, seek the truth. It's right here. And my number haven't changed and all of us are accessible. Thank you.

CHAIRPERSON BROOKS: Well, I want to say, also, um, ditto to everything that's been spoke tonight by my colleagues. And I do wish and pray that we all will have a wonderful peaceful, blessed holiday season. Be thankful for what we have.

Please look at the progress that we're making in the City, and let's do all that we can to keep -- I will say love and harmony among us. Don't seek to divide us in any way. If you speak anything, speak joy. Speak of the good that you see in the City. Let your lenses be lenses of love and beauty and appreciation for what we have.

We have certainly come a very long way. And you know, I believe we can always disagree, but we don't need to be disagreeable. We should still respect each other. That's so important. You know, a house divided against itself, a community divided against itself, will not prosper.

So I would ask that you pray for peace and prosperity for the City of Riviera Beach. If you see an area, um, maybe that it's not to your liking, then why don't you contribute and come up with an idea as to how to make things better.

MAYOR MASTERS: That's right.

CHAIRPERSON BROOKS: Make things better. But peace should always be, uh, what we're guided by. If at all possible, be at peace with everyone. With everyone. And I want to thank the owner for your cooperation.

You see what we're struggling through here. And, um, we know that, you know, it's all going to work out in the best interests of our citizens, and that's really what it's all about. So that's just my little spiel, and I wish you all a very blessed holiday season. And, Mayor?

MAYOR MASTERS: Thank you. While I'm not as eloquent as the Chair, and I can't say it like the Chair, but let me just say, um, from my heart, Merry Christmas. December the 25th is Christmas. So Merry Christmas on -- for December the 25th. Happy Hanukkah to all who celebrate Hanukkah, as I will celebrate, as well. And happy Kwanza, which I will celebrate, as well, which is the seven days after -- after Christmas.

I want to change the subject for just a minute, and maybe this is a wonderful way to close. But September 1963, four children were killed attending Sunday school in the basement of a church in Birmingham, Alabama.

It was the killing of those four children that ignited and took the Civil Rights movement to a whole new level. A couple of days ago 20 children senselessly -- were sitting in -- in school. Lives were taken again by an act of violence.

I pray that this incident that happened in Newtown will likewise, as a result -- will ignite another movement in this country, as the President said, that will speak meaningfully as relates to assault weapons, as relates to, uh, gun control laws, and that we will take a look at what can be done better to protect the lives of children in public schools in America.

And as I look at this entire situation, I ask what can I do as an elected official to ensure and to take the security and the safety of our children in Riviera Beach and Palm Beach County to a whole 'nother level.

And as a result of that, I singlehandedly put a petition online, and it's -- you can go there, to change.org. It's something that I asked many years ago during the Nate Brazil situation where a teacher was killed in a school in Palm Beach County, where a child 13 years old took a gun into school and killed a teacher.

I asked then, and I'm asking again, but this time on a whole 'nother level, that metal detectors -- there's absolutely no reason why, if we can put book detectors in public schools and protect books from being stolen out of library, if we can protect our lives in this public building, I'm asking, and I have petitioned the Palm Beach County School Board to install metal detectors. Cameras are good, police are -- that's wonderful.

But when you have a metal detector, it -- I think it will do good, that we can have metal detectors in all the public schools in Palm Beach County. If you agree with me, go to change.org, sign the petition. Let's not wait until something happen.

What happened in Newtown can easily happen any -- at any school in America. And tomorrow evening, as a minister of the Gospel, as a bishop, I will be joining other ministers that will be gathering in Newtown, um, Connecticut.

As the bishop of New Macedonia Church and as a minister of this community, I will be traveling to Newtown, Connecticut. I ask you for your prayers, and I ask that God will use me in a way while I'm there to help, along with the other ministers, to do whatever we're gonna do for that community.

May God bless Riviera Beach, and I will ask the Chair at this time if we can just have a moment of silence for those 20 children lives that were taken in Newtown. Shall we?

CHAIRPERSON BROOKS: Most definitely we will take a moment of silence. (Moment of Silence observed for the children of the Newtown, Connecticut massacre).

MAYOR MASTERS: Thank you, Madam Chair.

CHAIRPERSON BROOKS: You're welcome.

MAYOR MASTERS: And I will be going on my own dime. Thank you.

CHAIRPERSON BROOKS: Got a motion to adjourn?

COUNCILPERSON LOWE: So moved.

CITY MANAGER JONES: Um, Madam Chair?

CHAIRPERSON BROOKS: Yes. Oh.

CITY MANAGER JONES: I would like Miss Pardo, if you would like, since this is our last meeting of the year, the poinsettias on the back, if you would like to take one for your office, please feel free --

UNIDENTIFIED SPEAKER: I thought she was gonna ask us (inaudible) --

CITY MANAGER JONES: -- to do so.

(CONCLUSION OF MEETING)

Transcribed by: jck/slw

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
JUDY L. DAVIS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

D. PARDO _____

C. THOMAS _____

J. DAVIS _____

S. LOWE _____

DATE APPROVED: 2/06/2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

Subject: RESOLUTION TO RECEIVE/APPROPRIATE FUNDS IN REFERENCE TO THE BOBBIE E. BROOKS SCHOLARSHIP FUND

Recommendation/Motion: FOR COUNCIL MEMBERS TO APPROVE RESOLUTION

Originating Dept.	Legislative	**Costs:**	
User Dept.		**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
SCHOLARSHIP CANDIDATES HAVE BEEN CHOSEN BUT CHECKS CANNOT BE REQUESTED UNTIL APPROPRIATION OF FUNDS HAVE BEEN APPROVED

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	
External Revenues	
Program Income (city)	
In-kind Match (city)	
Net Fiscal Impact	
NO. Additional FTE Positions (cumulative)	

Is Item Included in Current Budget? No

Budget Account NO:

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:
Bobbie_Brooks_Scholarship_resolution_(2).docx	RESOLUTION APPROPRIATING FUNDS
Scholarship_Fund_Money_distribution_list.xls	SCHOLARSHIP FUND CONTRIBUTORS
bobbie_brooks_scholarship_Waste_Management_request_for_$3500.pdf	APPROVED USE OF COMMUNITY BENEFITS FUNDS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDS FROM LOCAL BUSINESSES CONTRIBUTIONS AND THE WASTE MANAGEMENT BENEFIT FUNDS FOR THE BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The candidates have been chosen to receive scholarship funds and payments need to be made to scholarship recipients; and

WHEREAS, funds were received and deposited from various Businesses for the Bobbie Brooks Memorial Scholarship Fund; and

WHEREAS, funds were received from the following businesses:

Total Pledged Brooks Com Benefits WM	$3500.00
Coventry	$2000.00
Dozier Electric	$ 50.00
Bradley Harper	$ 100.00
McKinley Financial	$1500.00
Glen Torcivia	$ 200.00
Brian Joslyn	$ 250.00

WHEREAS, those funds are available in the Bobbie Brooks Memorial Scholarship Fund and need to be appropriated at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. That the City Council accepts donations totaling $7600.00 for the Bobbie E Brooks Scholarship Fund

SECTION 2. The Director of Finance and Administrative Services is authorized to appropriate funds in the Donations Fund in the amount of $7600.00 which represents funds received from various local businesses for this Fund.

SECTION 3. The Mayor and Director of Finance and Administrative Services are authorized to expend funds for same.

SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

Billie Brooks Scholarship Fund

Contributors	Date	Amount		
TOTAL PLEDGED Brooks Com Benefits WM	1/2/2013	3,500.00		Waste management 130-0101-511-1-8301
Coventry	10/10/2012	2,000.00		130-0101-511-1-4801
Dozier Electric	10/10/2012	50.00		130-0101-511-1-4802
Bradley Harper	10/10/2012	100.00		130-0101-511-1-4803
Mckinley Financial	8/9/2012	1,500.00		130-0101-511-1-4804
Glen Torcivia	10/10/2012	200.00		130-0101-511-1-4805
Brian Joslyn	10/10/2012	250.00		130-0101-511-1-4806
			7,600.00	
Funds Disbursed				
University of FL - Jabari Taylor	1/7/2013	(600.00)	7,000.00	
$600 out of waste management				

CITY OF RIVIERA BEACH

CHECK REQUEST

DATE: 1/4/13

PAYABLE TO:

VENDOR NO. 1

NAME: Bobbie E. Brooks Memorial Scholarship Fund

ADDRESS:

CITY:

		ACCOUNT NUMBER	AMOUNT
INVOICE #	donation	130-00-220117 130-0101-511-1-82	2,200.00
INVOICE #	donation	130-00-220117	1,300.00
INVOICE #			
INVOICE #			
INVOICE #			
INVOICE #			
INVOICE #			
INVOICE #			
INVOICE #			
INVOICE #			
INVOICE #			
b Code		REVENUE OR GEN. LEDGER	
		TOTAL	$3,500.00

OTHER INFORMATION:

Bobbie E. Brooks Memorial Scholarship Fund Donations

Waste Management Community Benefit

REMARKS:

INSTRUCTIONS 1. Send 1 copy to Finance (not to be returned)
2. Documentation MUST accompany REQUEST (Stapled to Check Request)
3. Letters, or Other Transmittal Information to the Vendor must accompany Request (with paper clip)
4. If check is to be picked up; Put at top of request "TO BE PICKED UP" Make a copy of the request for remittance

APPR. BY DEPT. HEAD

APPR. BY FINANCE DIR.

INPUT

VERIFIED

REVISED 1-31-07

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: CHAIRWOMAN BILLIE BROOKS

Legal Name of Organization: _____

Program/ Activity Name: _____

Requested Amount: $1300.00

Briefly describe the Program/Activity below and attach (1) letter of request or a more detailed description of the Program/Activity; (2) non-profit paperwork and (3) w-9 IRS form:

CITY OF RIVIERA BEACH BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP 2012-2013 ACADEMIC YEAR REQUESTING DONATION OF $1300.00 TO GO TO RIVIERA BEACH RESIDENTS/STUDENT SCHOLARSHIP AWARDS

Mailing Address: 600 West Blue Heron Blvd

City: Riviera Beach, FL 33404 State: Florida Zip: 33401

Contact Person(s):

Phone: 561-845-3686

Email Address: bbrooks@rivierabch.com

Name of Authorized Official: Billie E. Brooks Signature of

Authorized Official: _____ Date: _____

****Return this form to the Elected Official or the Legislative Office for processing.

Waste Management Community Benefits Request for Donations Approval by Elected Official

I, CHAIRWOMAN BILLIE BROOKS hereby certify that the donation to BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP FUND 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: $ 1300.00

City Council Action

☑ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

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: CHAIRWOMAN BILLIE BROOKS

Legal Name of Organization: _____

Program/ Activity Name: _____

Requested Amount: $2,200

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.

CITY OF RIVIERA BEACH BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP 2012-2013 ACADEMIC YEAR REQUESTING DONATION OF $2200.00 TO GO TO RIVIERA BEACH RESIDENTS/STUDENT SCHOLARSHIP AWARDS

Mailing Address: 600 West Blue Heron Blvd

City: Riviera Beach, FL 33404 State: Florida Zip: 33401

Contact Person(s):

Phone: 561-845-3686

Email Address: bbrooks@rivierabch.com

Name of Authorized Official: Billie E. Brooks Signature of

Authorized Official: _____ Date: _____

Waste Management Community Benefits Request for Donations Approval by Elected Official

I, CHAIRWOMAN BILLIE BROOKS hereby certify that the donation to BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP FUND 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: $ 2,200.00

City Council Action

☑ Approved ☐ Disapproved

Chairperson's Signature: _____ Date _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

Subject: Yacht Harbor Manor Property Owners' Association, Inc. Easement Agreement

Recommendation/Motion: Staff recommends the City Council authorize the Mayor and City Clerk to execute a right of way easement agreement with the Yacht Harbor Manor Property Owners' Association, Inc. (YHMPOA) to access City owned property located at 1299 Morese Blvd And Sandy Lane Island Road.

Originating Dept.	City Manager	**Costs:**	$420 Annually to be reimbursed by YHMPOA
User Dept.	City Manager	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
To improve the security of the Yacht Harbor Manor community, the Yacht Harbor Manor Property Owners' Association, Inc. (YHMPOA) is requesting permission to install security equipment in the City owned easements located at the entrance of Morse Blvd. and North Ocean Blvd., and at Sandy Lane Island near the entrance of Sugar Sands Community.

The YHMPOA board commissioned a group of members to come up with recommendations to improve security. One of the recommendations from the group members was the installation of state of the art surveillance security camera technology being placed at entrance and exit gates to capture a clear picture of each vehicle, whether it is a homeowner, guest, visitor, employee, vendor or service provider.
State of the Art Technology in video surveillance and access control systems has been extremely effective in improving the safety and security of these neighborhoods. Video Surveillance Systems, in particular, are very effective as deterrence to crime and provides visual evidence to law enforcement

agencies. Experts agree that properties, developments, and communities are far more likely to have incidents of criminal activity in areas without video surveillance cameras. The facts are that people are less likely to commit a crime if they know they are being watched or recorded.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO:

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

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
RESOLUTION__Right_of_Way_Eastment_Agreement_Yacht_Harbor_Manor_2013.pdf	RESOLUTION Right of Way Eastment Agreement Yacht Harbor Manor 2013

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 RIGHT OF WAY EASEMENT AGREEMENT WITH THE YACHT HARBOR MANOR PROPERTY OWNERS' ASSOCIATION, INC. (YHMPOA) TO ACCESS CITY OWNED PROPERTY LOCATED AT 1299 MORSE BLVD. AND SANDY LANE ISLAND ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach owns property located at 1299 Morse Blvd. and Sandy Lane Island Road which is a right of way situated in the City of Riviera Beach; and

WHEREAS, Yacht Harbor Manor Property Owners' Association, Inc. (YHMPOA), in an effort to provide improved security measures to the Yacht Harbor Community, desires to install state of the art surveillance security camera technology at the entrance and exit areas; and

WHEREAS, YHMPOA has submitted a permit request to install and operate security camera equipment on property owned by the City of Riviera Beach, and have the City provide electrical power to the security camera located at Sandy Lane Island; and

WHEREAS, in order to provide the foregoing access to the City owned property, YHMPOA requested an Easement Agreement with City of Riviera Beach; and

WHEREAS, YHMPOA will reimburse the City of Riviera Beach $420.00 annually for the cost of electrical power at the Sandy Lane Island site.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. That the Mayor and City Clerk are authorized to execute the Easement Agreement with the Yacht Harbor Manor Property Owners' Association, Inc. (YHMPOA) on behalf of the City of Riviera Beach.

SECTION 2. This resolution should take effect immediately upon its passage and approval by the City Council.

{The remainder of this page intentionally left blank}

APPROVED:

_____ _____

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____ _____

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

_____

JUDY L. DAVIS
COUNCILPERSON

_____

CEDRICK A. THOMAS
COUNCILPERSON

_____

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

Subject: **RESOLUTION AUTHORIZING THE TRANSFER $29,669 FROM GENERAL FUND TO THE CITY CLERK'S ELECTION BUDGET TO COVER EXPENSES OF THE MARCH 26, 2013 MUNICIPAL RUNOFF ELECTION.**

Recommendation/Motion: **APPROVE THE RESOLUTION APPROVING THE TRANSFER OF $29,669 FROM GENERAL FUND TO THE CITY CLERK'S ELECTION BUDGET.**

Originating Dept.	OFFICE OF THE CITY CLERK	**Costs:**	$29,669
User Dept.	OFFICE OF THE CITY CLERK	**Funding Source:**	GENERAL FUND
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 :

GENERAL 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:
TRANSFER_OF_FUNDS_RESOLUTION_elections_2013_(2).doc	RESOLUTION AUTHORIZING TRANSFER OF FUNDS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER $29,669 FROM GENERAL FUND CONTINGENCY ACCOUNT TO THE CITY CLERK'S ELECTION ACCOUNTS TO COVER THE COST FOR A RUN-OFF ELECTION SCHEDULED MARCH 26, 2013; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Municipal Elections are held in accordance with the City Charter, City Code of Ordinances and F.S. 106, and;

WHEREAS, the City Council authorized approval for expenses for the Municipal Election scheduled March 12, 2013, however no cost was included to cover incurred expenses for a Run-Off Election and the Audit, following the Municipal Election

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 Finance Director is hereby authorized to transfer $29,669.00 from General Fund Contingency to the City Clerk's Elections Account Line Item No. 001-0410-5190-3404 in the amount of $2,695; and Account Line Item No. 001-0410-519-0-3101 in the amount of $26,974 to cover invoices received from the Palm Beach County Supervisor of Elections Office; Suddath Relocation Systems, and Printing Systems, Inc. for services rendered during the Municipal Run-off Election, and the Audit Elections for March, 2013.

SECTION 2. This Resolution shall take effect immediately upon passage and adoption by the City Council.

PASSED AND ADOPTED this _____ day of _____, 2013.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
DAWN S. PARDO
CHAIR PRO-TEM

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
JUDY L. DAVIS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS: _____

J. DAVIS: _____

C. THOMAS: _____

D. PARDO: _____

S. LOWE: _____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category:

Subject: PALM BEACH COUNTY INTERLOCAL AGREEMENT

Recommendation/Motion: To approve a resolution to accept the first amendment to the Interlocal Agreement between the Palm Beach County Board of County Commissioners and the City of Riviera Beach Civil Drug to provide up to an increase of $50,000 for a total not to exceed amount of $90,000.

Originating Dept.	EXECUTIVE	**Costs:**	
User Dept.	CIVIL DRUG COURT	**Funding Source:**	BOARD OF COUNTY COMMISSIONERS (BCC)
Advertised:	No	**Budget Account Number:**	148-1618-569-0-1201 148-1618-569-0-2101 148-1618-569-0-3101 148-1618-569-0-5201

Date:

Paper:

Affected Parties: Not Required

Background/Summary:
The Civil Drug Court entered into an Interlocal agreement providing reimbursement up to the amount of $40,000 from October 1, 2012 through September 30, 2013 to support clients affected by substance abuse and addiction who are in need of treatment. In response to a need for additional Civil Drug Court clients to receive substance abuse treatment, the Palm Beach County Criminal Justice Commission has identified additional funding to support the Civil Drug Court.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016

Capital Expenditures	0	0	0	0	0
Operating Costs	90,000				
External Revenues	90,000				
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact					
NO. Additional FTE Positions (cumulative)	N/A	N/A	N/A	N/A	N/A

Is Item Included in Current Budget? No

Budget Account NO: 148-1618-569-0-1201
148-1618-569-0-2101
148-1618-569-0-3101
148-1618-569-0-5201

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

BOARD OF COUNTY COMMISSIONERS (BCC)

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

No impact on the General Fund.

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_FIRST_AMENDMENT.docx	RESOLUTION
2013_SIGNATURE_PAGE.doc	SIGNATURE PAGE
First_Amendment_2013_Revised_2_(3).docx	INTERLOCAL AGREEMENT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING AN INCREASE OF $50,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF $90,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL AMENDMENTS TO THE AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Civil Drug Court was created through an Administrative Order by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse issues by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

WHEREAS, the City of Riviera Beach has an investment in the Civil Drug Court; and

WHEREAS, the County's Criminal Justice Commission (CJC) wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse addiction; and

WHEREAS, the County, through the Criminal Justice Commission is providing additional funding up to $50,000 for a total not to exceed amount of $90,000 to support treatment of clients through licensed substance abuse treatment providers and facilities; and

WHEREAS, the City will provide services and incur expenditures as set forth in Exhibit A and B; and

WHEREAS, the term of the Interlocal Agreement is from October 1, 2012 through September 30, 2013.

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 of Riviera Beach City Council authorizes the Mayor and City Clerk to execute the first amendment to the Interlocal agreement with the County to increase an amount of up to $50,000 for a not to exceed amount of $90,000 to support the payment of referred clients to licensed substance abuse treatment providers and facilities.

SECTION 2: That the Finance Director is authorized to amend and increase budget account 148-1618-569-1-3101 by $50,000.

SECTION 3: That this resolution shall take effect upon its approval and passage by the City Council.

(The remainder of this page left blank intentionally)

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
JUDY L. DAVIS
COUNCILPERSON

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

FIRST AMENDMENT TO INTERLOCAL AGREEMENT (R-2012-1758) BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE CITY OF RIVIERA BEACH, FLORIDA

THIS **AGREEMENT (“**FIRST AMENDMENT") dated _____, made by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, (hereinafter “COUNTY”), and the CITY of Riviera Beach, a municipality located in Palm Beach County, Florida (hereinafter "CITY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, amends the parties previously executed Interlocal Agreement (R-2012-1758)(“ILA”).

WHEREAS, the COUNTY’S Criminal Justice Commission (CJC), through the Drug Abuse Trust Fund, wishes to provide continued support to the Civil Drug Court to provide services to citizens in Palm Beach County who are affected by substance abuse and addiction; and

WHEREAS, the COUNTY, agreed to reimburse the CITY for expenses up to the amount of $40,000 from October 1, 2012 through September 30, 2013 for the Civil Drug Court Interlocal Agreement R-2012-1758; and

WHEREAS, the Civil Drug Court is ongoing and there is a need for additional funding to provide substance abuse treatment in the County; and

WHEREAS, the CJC is recommending an additional $50,000 of the Drug Abuse Trust Fund be allocated to the Civil Drug Court, to increase the total funding in an amount not to exceed $90,000; and

WHEREAS, the CITY will provide services to the Civil Drug Court clients according to the rates set forth in Exhibits A and B attached hereto.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the COUNTY and the CITY agree to amend the ILA as follows:

1. The amount of the ILA is amended to provide an increase of up to $50,000 for a total dollar amount not to exceed $90,000;

2. The Scope of Work and the Budget as set forth in Exhibit A and B are amended to provide the increased dollar amount (and the increase in the provision of Civil Drug Court services and substance abuse treatment);

3. All other provisions of said ILA are hereby confirmed, and except as provided herein, are not otherwise altered or amended and remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment to Interlocal Agreement (R-2012-1758) on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By:_____
Deputy Clerk

By: _____
Steven L. Abrams, Chairman

DATE: _____
(Seal)

ATTEST:
Carrie E. Ward

CITY OF RIVIERA BEACH,
FLORIDA

By: _____
City Clerk

By: _____
Thomas Masters, Mayor

DATE:_____

(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Pamala H. Ryan, City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Michael L. Rodriguez
Executive Director
Criminal Justice Commission

CITY OF RIVIERA BEACH CIVIL DRUG COURT
SCOPE OF WORK

CIVIL DRUG COURT

In 1991, Circuit Court Judge Edward Rodgers instituted a Saturday Drug Court in Riviera Beach, Florida. It was designed to reach those people in need of the court ordered substance abuse services, but were unable to recognize their need for treatment or unable to obtain the treatment services needed to begin the recovery process.

A person may be ordered to treatment at the appropriate treatment resources facility by the Circuit Court. An Involuntary Assessment Findings petition may be filed by the respondent's spouse or guardian, any relative, or any three adults having personal knowledge of the respondent's substance abuse impairment. If the respondent is a minor, the petition may be filed by a parent, legal guardian, or legal custodian.

The Civil Drug Court staff accepts petitions Monday through Friday.

Staff is responsible for:

- Scheduling of Judges for Marchman Act commitment hearings
- Attending status check hearings
- Summoning respondents and petitioners for court appearances
- Arrange transport for clients attending treating facilities
- Collection of data
- Random drug testing to ensure compliance

The petition should allege that the person:

1. Is a habitual abuser of a controlled substance not pursuant to a lawful prescription.

2. Has lost the power of self control with respect to the use of such controlled substance.

3. Has threatened, attempted, or actually inflicted physical harm on himself or another.

4. The reason the petitioner believes that the respondent's refusal to voluntarily receive care is based on judgment so impaired by reason of substances abuse that the respondent is incapable of appreciating his need for care and making a rational decision regarding his or her need for care.

5. If the respondent has refused to submit to an assessment, such refusal must be alleged in the petition.

CASE MANAGER

The Case Manager is responsible for marketing services that are provided by the City of Riviera Beach Civil Drug Court to Youth Empowerment Centers and Justice Service Centers. The case manager will be required to access and assist individuals and their families who are impaired by substance abuse. Scheduling individual and family counseling services, treatment referrals, linking participants to outside resources, monitor clients' progress, tracking clients who have exited the program, documenting case notes, entering data and preparing monthly reports.

Responsibilities:

- Secure and maintain appropriate 'Release of Confidential Information' form for each applicant;
- Provide case management to clients assigned. Case management will involve screening, intake, assessment, service plan development, monitoring, linkage to appropriate community resources, follow up, appropriate discharge, tracking, etc;
- Prepare and submit reports to supervisor on a timely basis;
- Enter participants information into the database in a timely manner and update as needed;
- Network with other agencies to stay informed about services and resources available;
- Empower the applicant to take responsibility for their own recovery;
- Develop promotional strategies to inform the community about the program, including community presentations, print material, and related activities;
- Respect confidentiality at all times. Applicant information is never to be discussed in any non-professional context or with providers for whom the applicant/guardian has not signed a release of confidential information;
- Perform other assigned duties in a timely and efficient manner.

Substance Abuse Treatment Services

The Civil Drug Court is responsible for referring clients for substance treatment, providing payment for treatment and then submitting the invoice for reimbursement. The invoice will include information on the treatment provider level of service in sufficient detail to meet the requirements of the COUNTY. Providers must meet the certification and licensing requirements of the State of Florida. The CITY will establish fees for each service and provide a copy of the fees to the COUNTY.

Outcome Measures

1. Outcome 1: Effectively manage Civil Drug Court
2. Outcome 2: Reduce the rate of violations associated with CDC
3. Outcome 3: Increase the rate of successful completion associated with CDC

   Measure for 1,2,3: > 60% Successful completion

4. Outcome 4: Reduce recidivism rates among CDC case clients (long term as most recidivism rates are calculated by tracking a cohort over a three year period)

   Measure: <10% arrested the first 90 days after treatment

5. Outcome 5: Reduce relapse rates among CDC case clients

   Measure: <15% substance abuse relapse first 90 days after treatment

2012-2013
CITY OF RIVIERA BEACH
CIVIL DRUG COURT

Beginning Budget (amended)	**$90,000**
Certified Assessor	$ 3,000
Case Manager (1552 hrs x $15.515 per hr)	$24,079
FICA	$ 1,842
Treatment Detox Residential Outpatient	$58,579
Operational/Supplies	$2,500
Total Budget Allocated:	**$90,000**

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

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 AMENDMENT 003 TO THE DEVELOPMENT REGIONS GRANT AGREEMENT R2007-1024 BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR EXTENDING THE TERM OF THE AGREEMENT FROM FEBRUARY 19, 2013 TO AUGUST 29, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends that the City Council approve the Resolution.

Originating Dept.	COMMUNITY DEVELOPMENT	**Costs:**	NONE TO THE CITY
User Dept.	THE CITY	**Funding Source:**	N/A
Advertised:	No	**Budget Account Number:**	N/A
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
On June 19, 2007, Palm Beach County and the City of Riviera Beach entered into a Regions Grant Agreement for three (3) business projects: Earl L. Pleasant Custom Ceramic Tile, Fannie Mae Tots, Inc. and E-Z Weld, Inc. All of the businesses were approved recipients of Development Regions Grants. Fannie Mae Tots, Inc. and E-Z Weld, Inc. have completed their respective projects which were to purchase equipment. Pleasant Custom Ceramic Tile's project was to construct a 3,545 sq. ft. building with four (4) units on the northwest corner of West 27'" Street and Old Dixie Highway, Riviera Beach and create three (3) new jobs. On February 3, 2009 an amendment was approved to grant a twelve (12) month extension in order to allow time for Earl Pleasant to finish construction of his project. Due to additional constraints, the project was delayed and a second amendment was approved on August 17, 2010 granting a second twelve (12) month extension to finish the Earl Pleasant project, which was finished in 2012. The City and the County agree to extend the ending date to August 29, 2014 for job maintenance and reporting purposes.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (city)	0	0	0	0	0
In-kind Match (city)	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
NO. Additional FTE Positions (cumulative)	0	0	0	0	0

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

MARY MCKINNEY - DIRECTOR OF COMMUNITY DEVELOPMENT

III. Review Comments

A. Finance Department Comments:

N/A

B. Purchasing/Intergovernmental Relations/Grants Comments

N/A

C. Department Director Review

NO COMMENTS - MARY MCKINNEY

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:
REGIONS_amendment_003_RES.doc	Resolution
Amend003_RivBch_EarlPleasant.pdf	Regions Grant Agreement Amendment 003
Amendment_003_Letter_from_Pam_Nolan.pdf	Letter from County

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 AMENDMENT 003 TO THE DEVELOPMENT REGIONS GRANT AGREEMENT R2007-1024 BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR EXTENDING THE TERM OF THE AGREEMENT FROM FEBRUARY 19, 2013 TO AUGUST 29, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 19, 2007, Palm Beach County and the City of Riviera Beach entered into a Grant Agreement for three (3) business projects: Earl L. Pleasant Custom Ceramic File, Fannie Mae Tots, Inc. and E-Z Weld, Inc; and

WHEREAS, Fannie Mae Tots, Inc and E-Z Welding, Inc have completed their projects to purchase equipment; and

WHEREAS, on February 1, 2009 the City of Riviera Beach was granted a twelve (12) month extension from February 19, 2011 to February 19, 2012 for Earl L. Pleasant to complete its project; and

WHEREAS, on August 17, 2010 the City of Riviera Beach was granted a second twelve (12) month extension from February 19, 2012 to February 19, 2013 for Earl L. Pleasant to complete its project; and

WHEREAS, Palm Beach County and City of Riviera Beach desire to amend the Agreement with a completion date ending August 29, 2014 to allow time for Earl L. Pleasant Custom Ceramic to create the required three (3) full-time employee jobs and maintain them for a period of 24 months.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Mayor and City Clerk are authorized to execute the Amendment 003 to the Agreement between Palm Beach County and the City of Riviera Beach for the aforementioned project.

SECTION 2. This resolution shall take effect immediately upon its passage.

PASSED and **APPROVED** on _____ day of _____, 201__.

AMENDMENT 003 TO DEVELOPMENT REGIONS
GRANT AGREEMENT R2007-1024
CITY OF RIVIERA BEACH

Amendment 003 entered into on _____, by and between **Palm Beach County** (hereinafter "COUNTY"), and the **City of Riviera Beach** (hereinafter "GRANTEE").

W I T N E S S E T H:

WHEREAS, the COUNTY entered into an Agreement (R2007-1024) with the GRANTEE on June 19, 2007, as amended by Amendment 001 (R2009-0181) on February 3, 2009, and as amended by Amendment 002 (R2010-1184) on August 17, 2010, to provide $124,000 to assist three (3) businesses located in the City of Riviera Beach to create and maintain jobs; and

WHEREAS, due to the economic downturn, project implementation by one (1) of these businesses, namely Earl L. Pleasant Custom Ceramic Tile, was delayed, thereby delaying the creation of the required three (3) jobs by said business until August 1, 2012; and

WHEREAS, the parties wish to amend the Agreement to recognize said creation of three (3) full-time or equivalent jobs as of August 1, 2012, and to establish new deadlines associated with job maintenance and reporting; and

WHEREAS, both parties mutually agree that the original Agreement entered into on June 19, 2007, as amended, is hereby further amended as follows:

1. PARAGRAPH I - TERM OF AGREEMENT:
The second sentence in Paragraph I is hereby deleted and replaced with the following:

This Agreement will commence on June 19, 2007 and expire on August 29, 2014.

2. PARAGRAPH III - SECTION B - GRANT AWARD AND JOB REQUIREMENTS:
The first sentence in Paragraph III, Section B, is hereby deleted and replaced with the following:

GRANTEE shall cause, as a direct result of the activities set forth in Exhibit A to this Agreement, the creation of at least eight (8) full-time or equivalent jobs and the retention of at least twenty-nine (29) full-time or equivalent jobs in Palm Beach County by August 1, 2012, and shall thereafter maintain said jobs until July 31, 2014.

3. PARAGRAPH III - SECTION D - VERIFICATION OF TERMS AND CONDITIONS:
The second sentence in Paragraph III, Section D, is hereby deleted and replaced with the following:

GRANTEE may provide the COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than August 29, 2014.

4. PARAGRAPH VI - REPORTING REQUIREMENTS:
Add the following reporting periods and report due dates to the table in Paragraph VI:

Reporting Period	**Due Date**
14 (January – June 2013)	Wednesday, July 31, 2013
15 (July – December 2013)	Friday, January 31, 2014
16 (January – July 2014)	Friday, August 29, 2014

5. PARAGRAPH XIV - NONDISCRIMINATION:
The entire contents of Paragraph XIV are hereby deleted and replaced with the following:

The GRANTEE 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, marital status, familial status, sexual orientation, or gender identity or expression.

6. PARAGRAPH XXVI - NOTICE:
The first and third parties and their pertinent information shown in Paragraph XXVI are hereby deleted and replaced with the following respectively:

Edward W. Lowery, Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33460
Phone (561) 233-3600
Fax (561) 233-3651

Ruth C. Jones, City Manager
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404
Phone (561) 845-4010
Fax (561) 840-3353

7. PARAGRAPH XXVII - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL:
Paragraph XXVII is hereby deleted and replaced with the following:

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. PARAGRAPH XXVIII - EXCLUSION OF THIRD PARTY BENEFICIARIES:
Paragraph XXVIII is hereby added to the Agreement as follows:

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the GRANTEE.

9. VARIOUS LOCATIONS:
The parties recognize that the COUNTY has changed the name of the Palm Beach County Economic Development Office to the Palm Beach County Department of Economic Sustainability. Accordingly, the term "Economic Development Office" as it appears in the Agreement, is hereby deleted and replaced with the term "DES" which shall mean Palm Beach County Department of Economic Sustainability.

NOW THEREFORE, 1) all items in the Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH, FLORIDA,

By: _____
Thomas A. Masters, Mayor

By: _____
Carrie E. Ward, City Clerk

By: _____
Pamala H. Ryan, City Attorney

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Steven L. Abrams, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

By: _____
Dawn S. Wynn,
Senior Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard,
Deputy Director

Department of Economic Sustainability

Strategic Planning

100 Australian Avenue, Suite 500

West Palm Beach, FL 33406

(561) 233-3600

Fax: (561) 233-3651

www.pbcgov.com/des

Palm Beach County Board of County Commissioners

Steven L. Abrams, Mayor

Priscilla A. Taylor, Vice Mayor

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman, P.E.

"An Equal Opportunity Affirmative Action Employer"

January 25, 2013

Mary McKinney, AICP, Director
Department of Community Development
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

RE: Amendment No. 3 - Development Regions Grant Agreement R2007-1024, City of Riviera Beach

Dear Ms. McKinney:

On June 19, 2007, Palm Beach County and the City of Riviera Beach entered into Development Regions Grant Agreement R2007-1024 to award a total of $124,000 in County funds for three (3) business projects. Two of the businesses, Fannie Mae, Inc. and E-Z Weld, Inc., completed their contractual requirements by purchasing equipment, creating five (5) full-time equivalent jobs, retaining 29 FTE jobs, and maintaining the jobs for a period of 24 months.

Due to the economic downturn, the third business, Earl L. Pleasant Custom Ceramic (E. Pleasant Plaza) was unable to complete their project within the contract timeframe. Amendment No. 3 has provided the needed time extension to allow this business project to create the required three (3) FTE jobs and maintain them for a period of 24 months.

Please contact me if you need additional information.

Sincerely,

Pamela L. Nolan

Pamela L. Nolan
Economic Development Specialist

c Sherry Howard, Deputy Director
Carlos Serrano, Director of Strategic Planning & Operations

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

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 DOCUMENTS RELATED TO THE SALE OF SIX (6) CITY OWNED PARCELS LOCATED ON SR 710 TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND TO EXECUTE DOCUMENTS FOR THE SALE OF A TEMPORARY CONSTRUCTION EASEMENT (TCE) TO FDOT IN THE AMOUNT OF $366,400; PROVIDING FOR THE RELEASE OF ALL CITY LIENS, FINES, AND ADMINISTRATIVE FEES ASSOCIATED WITH THESE PARCELS; DIRECTING THE FINANCE DIRECTOR TO PLACE $366,400 IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation/Motion: Staff has reviewed the request and recommends that the City Council approve the Resolution.

Originating Dept.	COMMUNITY DEVELOPMENT	**Costs:**	Revenue of $366,400 for the City - General Fund
User Dept.	THE CITY	**Funding Source:**	N/A
Advertised:	No	**Budget Account Number:**	General Fund
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
For the last several years FDOT has been proceeding with the widening of SR 710. The FDOT has been performing the work in phases. Phase I was from Military Trail to Congress Avenue, and is complete. Phase II is from Congress Avenue to Australian Avenue, which is under construction and Phase III will be from Australian Avenue to Old Dixie Highway. FDOT is in the process of acquiring the necessary right-of-way (ROW) for this phase. Some of the properties that FDOT is acquiring belong to the City. The FDOT is requesting the City sell six (6) City owned parcels and one (1) Temporary Construction Easement to FDOT in the amount of $366,400 in order for FDOT to construct the roadway improvements. The City owned lots are vacant and consist of 35,616 SF.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	366,400	0	0	0	0
Program Income (city)	0	0	0	0	0
In-kind Match (city)	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
NO. Additional FTE Positions (cumulative)	0	0	0	0	0

Is Item Included in Current Budget? No

Budget Account NO: General Fund

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

N/A

C. Department Fiscal Review

MARY MCKINNEY - DIRECTOR OF COMMUNITY DEVELOPMENT

III. Review Comments

A. Finance Department Comments:

N/A

B. Purchasing/Intergovernmental Relations/Grants Comments

N/A

C. Department Director Review

NO COMMENTS - MARY MCKINNEY

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:
FDOT_SR710_Res.pdf	Resolution
DOT_parcels.pdf	Location Map
Exhibit_A.pdf	Exhibit A

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 DOCUMENTS RELATED TO THE SALE OF SIX (6) CITY OWNED PARCELS LOCATED ON SR 710 TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND TO EXECUTE DOCUMENTS FOR THE SALE OF A TEMPORARY CONSTRUCTION EASEMENT (TCE) TO FDOT IN THE AMOUNT OF $366,400; PROVIDING FOR THE RELEASE OF ALL CITY LIENS, FINES, AND ADMINISTRATIVE FEES ASSOCIATED WITH THESE PARCELS; DIRECTING THE FINANCE DIRECTOR TO PLACE $366,400 IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) plans to continue widening State Road No. 710 (Dr. Martin Luther King, Jr. Boulevard from Australian Avenue to Old Dixie Highway); and

WHEREAS, the State of Florida Department of Transportation has made application to the City to execute and deliver to the State of Florida Department of Transportation agreements to purchase six (6) vacant parcels and a Temporary Construction Easement (TCE) owned by the City in the amount of $366,400 as shown on Exhibit A; and

WHEREAS, after the City's due diligence, including having appraisals complete at FDOT's expense, staff recommends that the City sell six (6) parcels and one (1) TCE to FDOT in the total amount of $366,400; and

WHEREAS, staff believes it is in the best interest of the City to sell the properties to FDOT.

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 sale of the six (6) parcels and a TCE on one (1) parcel all owned by the City identified on attached Exhibit A totaling $366,400, is hereby authorized and the Mayor and City Clerk are authorized to execute all documents related to the sale.

SECTION 2. The City Council hereby authorizes the release of all City Liens,

Fees, and Administrative Fees on the six (6) parcels owned by the City as shown on attached Exhibit A.

SECTION 3. That the proceeds will be placed in the City's general fund.

SECTION 4. That this resolution shall take effect upon its passage.

PASSED and **APPROVED** on _____ day of _____, 201__.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
JUDY L. DAVIS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

D. PARDO _____

C. THOMAS _____

J. DAVIS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

PCN	DOT Parcel No.	Address
56-43-42-32-01-033-0060	214	n/a
56-43-42-32-01-036-0050	202	709 W 8
56-43-42-32-01-036-0090	200	727 W 8
56-43-42-32-01-021-0260	750	732 W 8
56-43-42-32-01-021-0260	249	732 W 8
56-43-42-32-01-025-0200	236	n/a
56-43-42-32-01-032-0170	123	n/a

EXHIBIT A

PCN	DOT Parcel No.	Address	Purchase Price	Sq. Ft
56-43-42-32-01-033-0060	214	n/a	$20,200.00	2,873
56-43-42-32-01-036-0050	202	709 W 8	$226,400.00	17,173
56-43-42-32-01-036-0090	200	727 W 8	$111,700.00	8,587
56-43-42-32-01-021-0260	750	732 W 8	$1,700.00	185
56-43-42-32-01-021-0260	249	732 W 8	$800.00	58
56-43-42-32-01-025-0200	236	n/a	$4,000.00	2,340
56-43-42-32-01-032-0170	123	n/a	$1,600.00	4,400
	TOTAL		$366,400.00	35,616

56-43-42-32-01-033-0060	**214**
All of Lot 6. less the North 5.00 feet. Block 33, INLET CITY. according to the plat thereof. as recorded in Plat Book 7, Page 27 of the Public Records of Palm Beach County, Florida lying in Section 33. Township 42 South, Range 43 East. containing 2.873 sguare feet. more or less.	
56-43-42-32-01-036-0050	**202**
All of Lots 1.2.3.4.5. and 6, less the North 5.00 feet. Block 36. INI ET CITY, according to the plat thereof. as recorded in Plat Book 7, Page 27. of the Public Records of Palm Beach County, Florida lying in Section 33, Township 42 South. Range 43 East. containing 17,173 sguare feet. more or less.	
56-43-42-32-01-036-0090	**200**
All of Lots 9. 10 and 11 less the North 5.00 feet, Block 36. INLET CITY. according to the plat thereof, as recorded in Plat Book 7. Page 27 of the Public Records of Palm Beach County. Florida lying in Section 33, Township 42 South. Range 43 East, containing 8.587 sguare feet, more or less.	
56-43-42-32-01-021-0260	**750**
A portion of Lots 26 and 27. Block 21. INLET CITY. according to the plat thereof. as recorded in Plat Book 7. Page 27 of the Public Records of Palm Beach County. Florida, lying in Section 33. Township 42 South. Range 43 East. containing 185 square feet. more or less.	
56-43-42-32-01-021-0260	**249**
A portion of Lots 26 and 27. Block 21. INLET CITY, according to the plat thereof, as recorded in Plat Book 7, Page 27 of the Public Records of Palm Beach County, Florida, lying in Section 33, Township 42 South. Range 43 East, containing 58 square feet, more or less.	
56-43-42-32-01-025-0200	**236**
All of Lot 20, Block 25, INLET CITY, according to the Plat thereof. as recorded in Plat Book 7, Page 27, of the Public Records of Palm Beach County. Florida. lying in Section 32, Township 42 South. Range 43 East. Palm Beach County Florida containing 2,340 square feet, more or less.	
56-43-42-32-01-032-0170	**123**
A portion of Lot 17, less the North 5.00 feet, and a portion of Lot 20, Block 32, INLET CITY, lying Easterly of and adjacent to the Easterly Right of Way line of Australian Avenue (also known as Voss Road), according to the plat thereof, as recorded in Plat Book 7, Page 27, of the Public Records of Palm Beach County Florida, in Section 32, Township 43 South, Range 42 East Palm Beach County, Florida Containing 4,400 square feet, more or less	

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

Subject: Authorize the Finance Director to appropriate Police Training Fund-Fund Balance in the amount of $31,440.

Recommendation/Motion: Staff recommends the City Council authorize the Finance Director to appropriate Police Training Fund-Fund Balance in the amount of $31,440.

Originating Dept.	Police	**Costs:**	$0.00
User Dept.	Police	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	Revenue 105-00-51300 $31,440.00 Expenditures 105-0822-521-0-4001 $21,000.00 105-0822-521-0-5403 $10,440.00
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
During the 2012-2013 budget process, the Police Training Fund (Fund 105) was inadvertently omitted during the budget approval process. This agenda item and resolution seeks to re-establish the Police Training Fund, therefore granting the Police Department full utilization of the designated second dollar funding.

Pursuant to Florida Statute 318.18 (11d), the Palm Beach County Clerk of Courts collects $2.00 court costs for certain Florida Uniform Traffic Citations written in the city limits of Riviera Beach. The Palm Beach County Clerk of Courts forwards the collected funds to the City each month. The current cash balance for Fund 105 is $31,440; therefore the Police Department is requesting the following budget:

105-0822-521-0-4001 Travel $21,000.00

105-0822-521-0-5403 Employee Development $10,440.00

The $2 court cost collected by the Palm Beach County Clerk of Courts is second dollar funding earmarked for police training costs and may not be used for any other purpose. This funding supplements the Police Department's training budget.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	$31,440				
External Revenues	$31,440				
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact	$0.00				
NO. Additional FTE Positions (cumulative)					

Is Item Included in Current Budget? No

Budget Account NO: Revenue
105-00-51300 $31,440.00

Expenditures
105-0822-521-0-4001 $21,000.00
105-0822-521-0-5403 $10,440.00

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:
Police_Training_Fund_105_Res.doc	Resolution - Police Training Fund 105
Agenda_Sig_Page_-_May.docx	Signature Page

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE POLICE TRAINING FUND-FUND BALANCE IN THE AMOUNT OF $31,440; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 318.18 (11d), the Palm Beach County Clerk of Courts collects $2.00 court costs for certain Florida Uniform Traffic Citations written in Riviera Beach; and

WHEREAS, the Palm Beach County Clerk of Courts forwards the collected funds to the City each month; and

WHEREAS, the funds shall only be used for expenses associated with the training of police officers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: The Finance Director is authorized to appropriate Police Training Fund-Fund Balance in the amount of $31,440.00.

SECTION 2: The Finance Director is authorized to set up the budget as follows:

105-0822-521-0-4001	$21,000.00
105-0822-521-0-5403	$10,440.00

SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2013.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
JUDY L. DAVIS
COUNCILPERSON

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

Subject: Resolution approving the Regional Fugitive Task Force Memorandum of Understanding between the United States Marshal's Service and the Riviera Beach Police Department.

Recommendation/Motion: Staff recommends approval of this Memorandum of Understanding due to the assignment of one Riviera Beach Police Officer to the United States Marshal's Regional Fugitive Task Force.

Originating Dept.	Police	**Costs:**	-0-
User Dept.	Police	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The intent of the attached Memorandum of Understanding between the United States Marshal's Service and the City of Riviera Beach Police Department is a joint effort to investigate and apprehend Local, State, and Federal fugitives, thereby improving public safety and reducing violent crime in the City of Riviera Beach and Palm Beach County.

The Riviera Beach Police Department currently has one Police Officer assigned to this Task Force.

This Memorandum of Understanding outlines the specific duties and responsibilities of the Police Department while assigned to the United States Marshal's Service Regional Fugitive Task Force.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	-0-

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO:

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

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date	
Contract End Date	
Renewal Start Date	
Renewal End Date	
Number of 12 month terms this renewal	
Dollar Amount	-0-
Contractor Company Name	United States Marshals Service
Contractor Contact	Frank Chiumento
Contractor Address	801 Clematis Street West Palm Beach, Florida 33401
Contractor Phone Number	561-236-9001
Contractor Email	
Type of Contract	Intergovernmental
Describe	

ATTACHMENTS:

Name:	Description:
U_S_Marshals_Regional_Fugitive_Task_Force_MOU.pdf	MOU: US Marshal's Regional Fugitive Task Force
U_S_Marshals_Regional_Fugitive_Task_Force_Resolution.pdf	Resolution: US Marshal's Regional Task Force

United States Marshals Service
Regional Fugitive Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
Riviera Beach Police Department
and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC§ 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *(See also)* "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. *(See also)* Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. *(See also)* 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the RFTF (Regional Fugitive Task Force). Cases will be adopted by the RFTF at the discretion of the RFTF Chief Inspector. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:
The RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the RFTF Chief Inspector prior to assignment to the RFTF. Agency personnel may be removed at any time at the discretion of the RFTF Chief Inspector.

Direction and coordination of the RFTF shall be the responsibility of the USMS RFTF Chief Inspector. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF personnel, may be established at the discretion of the RFTF Chief Inspector and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF.

PERSONNEL:
In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:
If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS RFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the RFTF Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:
Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the RFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the RFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official RFTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:
Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the RFTF shall be retained by the agency in the RFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:
Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:
All members of the RFTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the RFTF Chief Inspector and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA
Media inquiries will be referred to the RFTF Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:
This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF Chief Inspector.

RFTF:_____

United States Marshal or RFTF Commander:

Frank Chiumento _____ _____
Print Name | Signature | Date

Participant Agency:

Name: **Riviera Beach Police Department**
Location (City & State): Riviera Beach, Florida
Phone: 561-845-4128

Participant Agency Representative:

Thomas A. Masters, Mayor _____ _____
Print Name & Title | Signature | Date

ATTEST:
Carrie E. Ward, Master
Municipal Clerk. City Clerk _____ _____
Print Name & Title | Signature | Date

Clarence D. Williams, III,
Chief of Police _____ _____
Print Name & Title | Signature | Date

REVIEWED AS TO LEGAL SUFFICIENCY:
Pamala Hanna Ryan, Esq.
City Attorney _____ _____
Print Name & Title | Signature | Date

Assistant Director, Investigative Operations Division:

_____ _____ _____
Print Name & Title | Signature | Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR, CITY CLERK, AND THE POLICE CHIEF TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES MARSHAL'S REGIONAL FUGITIVE TASK FORCE AND THE CITY OF RIVIERA BEACH; TO PARTICIPATE IN THE U.S. MARSHAL'S REGIONAL FUGITIVE TASK FORCE AS PART OF JOINT LAW ENFORCEMENT OPERATIONS TO INVESTIGATE AND ARREST PERSONS WHO HAVE ACTIVE STATE AND FEDERAL WARRANTS FOR THEIR ARREST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, There exists in the City of Riviera Beach a need to investigate and arrest persons who have active state and federal warrants for their arrest; and

WHEREAS, The United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B), as set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, has been granted the authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, State, and local Law Enforcement authorities for the purpose of locating and apprehending fugitives;

WHEREAS, Participation in the Regional Fugitive Task Force by the City of Riviera Beach Police Department will serve to improve public safety and reduce violent crime.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: The Mayor, City Clerk, and Police Chief are authorized to execute the Memorandum of Understanding with the United States Marshals Service.

SECTION 2: A copy of said Memorandum of Understanding is attached hereto and made a part of this Resolution.

SECTION 3: This resolution shall take effect upon its passage and approval by the City Council.

PASSED AND ADOPTED this _____ day of _____, 2013.

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK

APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

JUDY L. DAVIS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

D. PARDO _____

J. DAVIS _____

C. THOMAS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: CONSENT

Subject: Purchase ten (10) in-car video systems for the City's police vehicles.

Recommendation/Motion: Staff recommends the City Council authorize the purchase of ten (10) additional in-car video systems for the City's police vehicles; authorizing the expenditure in the amount of $14,863.00 from the Law Enforcement Trust Fund, and $43,227.00 from the 2012 Justice Assistance Grant (JAG).

Originating Dept.	Police	**Costs:**	$58,090.00
User Dept.	Police	**Funding Source:**	Law Enforcement Trust Fund - current balance $93,216.65 and 2012 JAG Grant - current balance $43,227.00
Advertised:	No	**Budget Account Number:**	111-00-331220 - Revenue 111-0822-521-5-6405 - 2012 JAG 150-00-271000 - Revenue / State_Local 150-0817-521-0-6405 - LETF
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The Police Department has ten (10) patrol cars in need of in-car video. The Department currently utilizes twenty-five (25) Panasonic Arbitrator in-car video systems, which is the same system that will be purchased for the additional vehicles. CDW Government, Inc. is the preferred vendor for the purchase, piggybacking on the Florida Panasonic WSCA Contract #B27172 250-WSCA-10-ACS.

The total cost of ten (10) in-car video systems, annual maintainence (for 35 vehicles), installation, software, training, and installation is $58,090. This item will be funded through the 2012 Justice Assistance Grant (JAG) and the Law Enforcement Trust Fund.

The Police Department equips its marked patrol vehicles with a standard set of emergency and operational equipment, which includes in-car video. The benefits of having in-car video are increased conviction rates, less time in court proceedings and litigation, and increased officer awareness of their conduct.

The in-car video system consists of a forward facing camera, rear seat camera, rear seat microphone, officer's body microphone, digital video recorder, and GPS. When the police vehicles are parked at the police station, the system will automatically transmit recorded video to the back-end server housed in the police station. Video will be stored on the server and reproduced on compact disc for court purposes.

The total coast of this project and the funding sources are as follows:

Account Number Description Payee Amount
111-0822-521-2-6405 JAG 12 Grant CDW $43,227.00
150-0817-521-0-6405 LETF CDW $14,863.00
Total Projected Cost $58,090.00

This initative can be funded using Law Enforcement Trust Fund dollars. These funds may be expended upon a 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 Statute 932.7055.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	$58,090				
Operating Costs					
External Revenues	$58,090				
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact	$0.00				
NO. Additional FTE Positions (cumulative)					

Is Item Included in Current Budget? Yes

Budget Account NO:
111-00-331220 - Revenue
111-0822-521-5-6405 - 2012 JAG

150-00-271000 - Revenue / State_Local

150-0817-521-0-6405 - LETF

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

Law Enforcement Trust Fund - current balance $93,216.65 and 2012 JAG Grant - current balance $43,227.00

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

Based upon representations made by the department, this purchase qualifies as a proprietary/ sole source acquisition since the equipment and related software technology is already in use by the department and has been previously acquired through requisite procurement methods and authorized by the City Council.

Additionally, procurement satisfies requirements for piggyback contract. State contract is in effect through 2014.

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:
In-Car_Video_Arbitrator_Resolution.doc	Resolution_Panasonic Arbitrator

Agenda_Sig_Page_-_May.docx	Rsolution Sig Page
Riviera_Beach_Panasonic_Arbitrator_CDW_Quote.xlsx	CDW Govt Inc - Quote
WSCA_-_PA_-_Florida_-_Apr_12.pdf	WSCA Florida Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF TEN (10) IN-CAR VIDEO SYSTEMS FOR THE CITY'S POLICE VEHICLES FROM CDW GOVERNMENT, INC., THROUGH THE FLORIDA PANASONIC WSCA CONTRACT NUMBER B27172 250-WSCA-10-ACS; AUTHORIZING THE FINANCE DIRECTOR TO PAY $58,090.00 TO CDW GOVERNMENT, INC. FROM THE 2012 JUSTICE ASSISTANCE GRANT (JAG), NUMBER 111-0822-521-2-6405, AND THE LAW ENFORCEMENT TRUST FUND, NUMBER 150-0817-521-0-6405; and PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are ten (10) police vehicles in need of in-car video; and

WHEREAS, the Police Department currently utilizes the Panasonic Arbitrator in-car video system, and has located a vendor offering the same system; and

WHEREAS, the Police Department recommends CDW Government, Inc. as the vendor for the installation and integration of the Arbitrator in-car video system and recommends a piggyback of the State of Florida Contract #B27172 250-WSCA-10-ACS held by Panasonic; and

WHEREAS, the City will fund the purchase of the in-car video systems through the 2012 Justice Assistance Grant, and the Law Enforcement Trust Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: The City Council approves the purchase of ten (10) in-car video systems from CDW Government, Inc., to be used by the City's police department.

SECTION 2: The City Council authorizes the Finance Director to make payment in the amount of $58,090.00, as follows:

Revenue		
111-00-331220	2012 JAG Grant	$43,227.00
150-00-271000	LETF Balance	$93,216.65
Expense		
111-0822-521-5-6405		$43,227.00
150-0817-521-0-6405		$14,863.00
Total Payment		**$58,090.00**

SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2013.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
JUDY L. DAVIS
COUNCILPERSON

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

Address:	600 W Blue Heron Blvd Riviera Beach, FL 33404
QUOTE #	PANASONIC ARBITRATOR
Telephone:	561-845-4165

QTY	PART NUMBER
10	ARBTR-KIT-360
35	CF-SVCARB2AMA1Y
2	CF-SVCARB2INST2
16	NEW ITEM
10	CN258IR-P
10	CBLMS-F00200
4	C-OHB-103
10	7120-0549

City of Riviera Beach Police

Assistant Police Chief - Michael Madden

DESCRIPTION
Arbitrator 360 Main unit w/GPS, front camera, in-car mic & wireless digital mic, 32GB SDHC card, software

Annual Maintenance Options - per vehicle
Annual Software Maintenance per vehicle - 1 Year - Prorated end June 30, 2013

Vehicle Installation Services
Arbitrator 360 Vehicle Installations **Kit + Accessories** -Per Day (5 car max) - In-Car Set up - Incl. Travel Exp.

Implementation Service Packages
Arbitrator 360 System Software Install CDW-G, On-site 1 hr, Consulting, Implementation and Training Services **- 2 Days of on-site implementation services free-of-charge.**

Peripheral Option/Accessories
Panasonic Arbitrator Rear Seat IR Camera
Lind Electronics: Arbitrator Siren Detector Cable
Havis Tahoe Arbitrator bracket for visor lights - four vehicles
Gamber Panasonic VPU Mounting Bracket - Trunk roof, floor or tray mount.

Florida Panasonic WSCA Contract # B27172 250-WSCA-10-ACS

	$ 58,090.00
Quote Date:	January 10, 2013
Prepared by:	Sergio A. Aguirre
Phone:	312-705-8991
Toll Free:	866-229-6699
Email:	sergagu@cdw.com

Unit Cost		Extended Cost	
$	4,400.00	$	44,000.00
$	200.00	$	7,000.00
$	2,500.00	$	5,000.00
$	-	$	-
$	120.00	$	1,200.00
$	35.00	$	350.00
$	80.00	$	320.00
$	22.00	$	220.00

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27172

Between

Panasonic System Communications Company of North America
(as successor in interest to Panasonic Solutions Company),
Division of Panasonic Corporation of North America
[hereinafter "Contractor"]

and

State of Florida
[hereinafter "Participating State"]

(Participating State Contract No. 250-WSCA-10-ACS)

WHEREAS, The State of Florida (the "State") Department of Management Services (the "Department") is authorized by Section 287.042(16) F.S. to evaluate contracts let by the Federal Government, another state, or a political subdivision and, when determined in writing to be cost-effective and in the best interest of the State, to enter into agreements authorizing agencies (as defined by s. 287.012(1) F.S.) to make purchases under such contracts, and;

WHEREAS, to Section 287.056, F.S. agencies and eligible users (as that phrase is defined in Rule 60A-1.005, F.A.C.) may purchase commodities and contractual services from purchasing agreements established by the Department, and;

WHEREAS, the Department has evaluated the Western States Contracting Alliance Contract No. B27160: Computer Equipment, Peripherals, and Related Services, together with any amendments and exhibits thereto, (hereinafter the "Master Price Agreement"), and hereby acknowledges in writing that authorizing use of the Master Price Agreement and this Addendum is cost-effective and in the best interest of the State, and:

NOW THEREFORE, the Department enters this Participating Addendum for the purpose of authorizing and regulating the use of the Master Price Agreement by state agencies and other eligible users.

A. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

B. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

C. Changes:

1. This Participating Addendum shall become effective on the last date signed below and shall have a term that is coterminous with the Master Price Agreement, unless terminated earlier pursuant to the Master Price Agreement, this Participating Addendum, or Florida law. In addition to the rights contained in the Master Price

Agreement, the Department reserves the right to terminate this Participating Addendum, effective upon notice, if Contractor fails to cure the breach within thirty (30) days after receipt of a written notice describing the breach, for Contractor failure to comply with the provisions of this Participating Addendum, including but not limited to the transaction fee provisions of Paragraph C.4., and the provisions of Section 287.058(1)(a) through (f), F.S. as required by Paragraph C.6.

2. **Purpose and Strategy.** The Department's intent is that the Contractor will act with the State to furnish quality Computer Equipment, Peripherals and Related Services as outlined in the Master Price Agreement at the lowest price available in a timely and efficient manner for Eligible Users.

   The Department has developed a list of "Market Basket" products to include but not be limited to the categories of Standard Desktop Configurations, Standard Laptop Configurations, Monitors, Other Desktops, Other Laptops, Ruggedized and Semi-Rugged, Tablets and Ultra Mobile, Warranty, Services, Desktop and Laptop Peripherals, Processors, Memory, Storage, and Other. For items in these categories the Department will obtain "firm pricing" for each item that the Contractor offers on the Master Price Agreement.

   On a periodic basis, not to exceed six months, a request may be issued to the Contractor to provide updated firm pricing for the "Market Basket" products. These requests will contain spreadsheets that may contain updated Standard Configurations for Desktops and Laptops, and new products and/or new product categories to adjust to technology changes and emerging needs. The purpose of these updated price requests is for the Department to continue to obtain the most favorable pricing offered by the Contractor while also maintaining a flexible "Market Basket" of products. The Department may accept the submissions by the Contractor or request negotiation sessions to discuss the submissions further. The requests may also include tiered discounts for quantity and bulk purchases. All pricing submitted and accepted by the Department shall be in effect for the duration of the pricing cycle.

   State Agency Purchase of Standard Desktops and Laptops. Florida's Agency for Enterprise Information Technology (AEIT) developed the initial standard configurations/specifications for desktops, laptops, and monitors. State Agencies shall be required to purchase these items from the Contractor that provides the lowest pricing for the Standard Desktops, Laptops, and Monitors during the specific pricing cycle.

3. **Purchasing Requirements.** In order to procure products or services hereunder, Eligible Users shall issue purchase orders referencing "Alternate Contract Source No. 250-WSCA-12-ACS (WSCA No. B27172 – Panasonic Solutions Company)". Eligible Users are responsible for reviewing the terms and conditions of this Participating Addendum and the Master Price Agreement. Eligible Users must follow their applicable statutes, laws, rules, ordinances, codes, policies, and procedures in the purchase of goods or services under this Participating Addendum. Unless otherwise provided by Florida law, statute, rule, or this Participating Addendum, the Department will not implement any additional restrictions on any Eligible User to purchase off of this Participating Addendum. Neither the Department nor the Western States Contracting Alliance is a party to any purchase order authorized by or issued under this Participating Addendum.

4. **MyFloridaMarketPlace Registration and Transaction Fee.** In order to complete any transaction between the Eligible User and the Contractor, the Contractor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, F.A.C., is hereby incorporated by reference.

   The State of Florida, through the Department of Management Services, has instituted

MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

5. **Contract Reporting Requirements.** The Contractor shall be responsible to submit a Monthly Transaction Fee Report, and a Quarterly Sales Report. These reports will be submitted as follows:

Monthly Transaction Fee Report. The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

Quarterly Sales Report. The following data must be reported electronically to the Department on a quarterly basis using a Contract Sales Summary form supplied to the contractor by the Department's Primary Contact shown in Paragraph F below. The electronic report shall include:

- Contractor's Company Name,
- Contractor's Company Address,
- Reporting Period,
- Contractor's Company Contact Person with email address and phone number
- Excel report itemizing each purchase for the period that includes columns for the following information: Part Number/SKU, Item Description/Service Name, Item Category, Item Family, Product Description, Customer Name, Commodity Code (if available), Unit of Measure, Unit of Measure Description, Volume/Quantity, Order Date, Date Delivered, List Price, Contract Price, and Additional Fields (if needed).

The reporting periods coincide with the State of Florida's fiscal year which is July 1st through June 30th of each year. The quarters are divided as follows:

- 1st Quarter – July 1st through September 30th
- 2nd Quarter – October 1st through December 31st
- 3rd Quarter – January 1st through March 31st

- 4th Quarter – April 1st through June 30th

Failure to provide quarterly reports, including no sales, within thirty (30) calendar days following the end of each quarter, or annual EXCEL™ line item reports within thirty (30) calendar days, may result in the default proceeding and/or termination of this contract.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor, and supplied without prompting or notification by the Primary Contact. The Contractor will submit the completed Contract Sales Summary forms by email to the Primary Contact as stipulated. The Primary Contact shall distribute at the time of contract formation, in electronic format, the Contract Sales Summary form to be used by the Contractor.

The Contractor shall report to the Department the amount of spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract.

6. The provisions of Section 287.058(1)(a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services, the provisions of Section 287.058(1)(b), (d), and (e), F.S. are also incorporated by reference.
7. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Contractor shall comply with Sections 11.062, F.S. and 216.347, F.S., prohibiting use of funds to lobby the Legislature, Judiciary, or state agencies.
8. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with Section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.
9. Payment shall be made in accordance with Section 215.422, F.S. Interest penalties for late payment are available subject to the provisions in Section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.
10. The exclusive venue of any legal or equitable action that arises out of or relates to this Participating Addendum shall be the appropriate State court in Leon County, Florida; in any such action Florida law shall apply and both parties waive any rights to a jury trial that either party may have.
11. The Department, at its sole discretion, may unilaterally amend the Primary Contact name and their contact information in Paragraph F of this Participating Addendum during the term of this Participating Addendum. Any amendment shall be contained in a separate document affixed to this Participating Addendum.
12. If an additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from this Participating Addendum, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.

13. **Intellectual Property:** The parties do not anticipate that any intellectual property will be developed as a result of this Participating Addendum. However, any intellectual property developed as a result of this Participating Addendum will belong to and be the sole property of the state. This provision will survive the termination or expiration of the contract. If there is existing intellectual property that is used, then this still remains as the Contractor's property.

14. **Price Guarantees:** Section 13 (Price Guarantees) of the Master Price Agreement shall apply to this Participating Addendum.

15. **Termination for Convenience:** The State may terminate the Contract in whole or in part, by providing thirty (30) days written notice to the Contractor, when the State determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

16. **Employment Eligibility Verification:** Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

17 **Electronic Invoicing.** The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon DMS' request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below. Suppliers can select the method that best meets their capabilities from the following list:

- **cXML (commerce eXtensible Markup Language)**
  This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. *The cXML format is the Ariba preferred method for eInvoicing.*
- **EDI (Electronic Data Interchange)**
  This standard establishes the data contents of the invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.
- **PO Flip via ASN**
  The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks,

logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

18. **Scrutinized Companies Lists.** In executing this agreement, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

19. **Punch-out Catalog Request.** The Contractor hereby agrees to cooperate with the Department and MyFloridaMarketPlace (and any authorized agent or successor entity to MyFloridaMarketPlace) in the event the Department selects this statewide contract to be exhibited on the MyFloridaMarketPlace. At a minimum, the Contractor agrees to the following:

    a. Contractor agrees, upon the Department's request, to deliver a punch-out catalog provided through the reseller partners identified by the Contractor and the Department within ninety (90) days of the date that the Participating Addendum is signed by the Department. The punchout catalog content must be limited to the Contractor's statewide contract offering.
    Punch-out Catalog. By providing a punch-out catalog, Contractor is providing its own online catalog through the reseller partners identified by the Contractor and the Department, which must be capable of communication between the MyFloridaMarketPlace eProcurement System (MFMP) and a supplier's ERP system via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor through its reseller partners ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog.

    b. In addition to the Contractor's punchout catalog provided through the reseller partners in MFMP, the Contractor shall provide a specific online ordering portal through its reseller partners and product catalog (referred to as the online catalog) to the State of Florida containing only State of Florida items and prices. The contractor will, within ninety (90) days of contract award, make available the online catalog through its reseller partners that contains only items that are in the scope of the awarded contract. For each item, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, list price and contract price, and item image.

    c. The Contractor agrees to meet the following requirements through its reseller partners:
        - Catalog must contain the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
        - The accuracy of the catalog must be maintained by Contractor provided through its reseller partners identified by the Contractor and the Department throughout the duration of the statewide contract; and
        - The catalog must include a State-specific contract identification number; and
        - The catalog must include detailed product line item descriptions; and
        - The catalog must include pictures when possible; and

- The catalog must include any additional content required by the Department.

d. Contractor agrees that the Department controls which statewide contracts appear in MFMP and that the Department may elect at any time to remove any Contractor's offering from MFMP.

e. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

D. **Lease Agreements**

Agencies may lease equipment through alternative financing arrangements other than CEFP. This option is governed by § 287.063 and 287.064, Florida States; Rule 69I-3, Florida Administrative Code; and Comptroller Memorandums 10 (1992-93), 13 (1985-86), 04 (1995-96), and 07 (1995-96). The Department of Financial Services (DFS) Finance and Leasing Section will review proposed leases to determine compliance with all requirements and to ensure leases are economical and cost effective. The Contractor and Customer (working together) will be required to complete and submit to DFS the "Checklist for Requesting Department of Financial Services Approval to Lease Equipment" for any lease valued at $25,000 or more. A copy of the form may be found on the DFS website under the heading of "Equipment Leases":

http://www.myfloridacfo.com/aadir/statewide_financial_reporting/

Each piece of equipment or service offered on this WSCA Participating Addendum shall be available for lease. The customer is authorized to enter into a lease agreement for equipment by issuance of a purchase order referencing this contract number and that incorporates the manufacturer's lease terms and conditions as approved by DFS.

E. **Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State
Name: Susan Kahle
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2434
Fax: (651) 297-3996
E-mail: susan.kahle@state.mn.us

Contractor
Name: Michelle Chapin
Address: 21473 Globe View Dr., Ashburn, VA 20148
Telephone: 973-303-7787
E-mail: michelle.chapin@us.panasonic.com

Participating State
Name: Joel Atkinson
Address: 4050 Esplanade Way, Tallahassee, FL 32399
Telephone: 850-487-4196
Fax: 850-414-6122
E-mail: Joel.Atkinson@dms.myflorida.com

F. **Servicing Subcontractors:**

Only those Panasonic Authorized Resellers and service providers listed on the Panasonic WSCA website are eligible to support the Master Price Agreement as approved by the Participating Entity. Panasonic Resellers will vary by State.

All orders are to be issued directly to: Panasonic Authorized Reseller

And all payments are to be issued to: Panasonic Authorized Reseller

G. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: 250-WSCA-10-ACS; and the Master Price Agreement Number: B27172.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

State of Florida
Department of Management Services

Kelly Loll

Kelly Loll, C.P.M.
Chief Procurement Officer and
Director of State Purchasing

4/13/12

Date

Contractor: Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America

Signature

James King

Name

Senior Vice President

Title

3/6/2012

Date

Approved as to form and legality

By: _____
Office of the General Counsel

3/5/12

Date

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: Councilwoman Pardo's Annual Toy Drive 2012 Recognition & Awards

---

Recommendation/Motion:

Originating Dept.	Legislative	**Costs:**	None
User Dept.	Legislative	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Council Chair Pro-Tem Pardo will make a presentation to CMI, Johnny Longboats, Rybovich, General Caulking and Thomas Olofsson for their participation and donation to Councilwoman Pardo's Annual "Every Child Should Smile on Christmas Morning Toy Drive."

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: 2/6/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: THE ESTABLISHMENT OF A YOUTH ADVISORY COUNCIL BY THE OFFICE OF THE MAYOR

Recommendation/Motion: STAFF RECCOMMENDS APPROVAL

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

Background/Summary:
The mission of the Mayor's Youth Advisory Council is to provide opportunities for young people to have a leadership voice in their community, a platform for expressing what they need and would like to see happen in Riviera Beach, as well as a pathway to actually get some of those things done. The TEENS and YOUNG ADULTS will meet with the Office of the Mayor twice a month to effectively discuss and communicate their concerns, while advocating on behalf of young people living, working and attending school in the city. What better way to ensure the youth know that they are being heard and that government leaders consider them an important part of this community with an equally important role to play in it.

It is the Mayor's goal to make the city's slogan ring as true in the hearts of our young residents, as we hope it does for their parents, grandparents, our business community and veterans.

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:
AIS_YouthCouncilPresentation.rev.pdf	AIS Youth Council

CITY OF RIVIERA BEACH CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE FEBRUARY 6, 2013 **AGENDA ITEM SUMMARY** O12-021-2

[x] AWARDS / PRESENTATIONS / PETITIONS
[ ] CONSENT
[ ] PUBLIC HEARING
[ ] ORDINANCE ON SECOND READING
[ ] ORDINANCE ON FIRST HEARING

[x] REGULAR
[ ] RESOLUTION
[ ] DISCUSSION & DELIBERATION
[ ] BOARD APPOINTMENT
[ ] WORKSHOP

SUBJECT: Mayor Thomas Masters is establishing a Youth Advisory Council to operate through the Office of the Mayor.

City Attorney	**Marina**
City Clerk	**Police**
Community Development	**Public Works**
Finance	**Purchasing**
Fire	**Recreation & Parks**
Human Resources	**Utilities**
Library	**Information Systems**

APPROVED BY CITY MANAGER:_____ **DATE:**_____

Originating Dept. **LEGISLATIVE**	**Costs: N/A**	**City Council Actions:** **[ ] Approved** **[ ] Approved w/conditions** **[ ] Denied**_____ **[ ] Tabled to**_____ **[ ] Referred to Staff**_____
User Dept. **MAYOR'S OFFICE**	**Current FY: N/A** **Funding Source:** **[ ] Capital Improvement** **[ ] Operating** **[ ] Other:**	
Advertised: **Date:** **Paper:** **[X] Not Required** **Affected Parties** **[X] Notified [ ] Not Required**	**Budget Account Number: N/A**	**Attachment(s): N/A**

BACKGROUND / SUMMARY:

The mission of the Mayor's Youth Advisory Council is to provide opportunities for young people to have a leadership voice in their community, a platform for expressing what they need and would like to see happen in Riviera Beach as well as a pathway to actually get some of those things **done.**

The TEENS and YOUNG ADULTS will meet with the Office of the Mayor twice a month to effectively discuss and communicate their concerns, while advocating on behalf of young people living, working and attending school in the city.

What better way to ensure the youth know that they ***are*** being heard and that government leaders consider them an important part of this community with an equally important role to play in it. It is the Mayor's goal to make the city's slogan ring as true in the hearts of our young residents, as we hope it does for their parents, grandparents, our business community and veterans.

Members of the Mayor's Youth Advisory Council include two former Miss Riviera Beach, Joanne Jeffers and Isabella Martinez, Kerven Altidor, Brandon Banks, Briyanca Isaacs, Issabella McCarty and Wilanta Saintvil.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: AWARDS/PRESENTATIONS/PETITIONS

Subject: The Riviera Beach Housing Authority's presentation regarding Phase I, Ivy Green Village Senior Housing Development.

Recommendation/Motion: Staff recommends a presentation from The Riviera Beach Housing Authority regarding Phase I, Ivy Green Village Senior Development.

Originating Dept.	Finance	**Costs:**	N/A
User Dept.	Community Development	**Funding Source:**	n/a
Advertised:	No	**Budget Account Number:**	n/a
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Ivy Green Village has been Riviera Beach's only senior living facility and due to extensive damage to the family units from Hurricanes Frances, Jean and Wilma (2004 through 2005) the structures were demolished and the residents were provided Section 8 housing vouchers to relocate. Additionally, the Senior Building was demolished in 2008. Ivy Green Village is in need of redevelopment at this time.

The Palm Beach Board of County Commissioners has been focusing on planning a redevelopment of the 15.3 acre Ivy Green Village site to include Phase I, which will be a 75-unit complex to serve the city's seniors, elderly, handicapped and disabled residents. The Board plans to seek Florida Housing Development Corporation Low-Income Tax Credits in the development of the Senior Facility.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: n/a

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

n/a

C. Department Fiscal Review

n/a

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:
1-RBHA_PRESENTATION.pdf	Riviera Beach Housing Authority Redelopment of Ivy Green Presentation
Ivy_Green_Village.pdf	Ivy Green Lay-out

Riviera Beach Housing Authority

Redevelopment of Ivy Green Village

Presentation to the Riviera Beach City Council

February 6, 2012

Presenters:

John W. Hurt, Executive Director, Riviera Beach Housing Authority

Rick Cavalieri, Development Manager, Norstar Development USA, LP

Thomas Huggins, Ariel Business Group

Slide Presentation

SUMMARY

Business Description

The business of the Riviera Beach Housing Authority is to provide safe, decent and affordable housing to residents of the City of Riviera Beach.

The Riviera Beach Housing Authority (RBHA) was established by the City of Riviera Beach Resolution No. 173-68, adopted on December 4, 1968, under State of Florida Statutes Chapter 421. The City Council adopted this resolution, declaring that:

1. Unsanitary and unsafe dwelling accommodations exist in the City of Riviera Beach, Florida; and
2. There is a shortage of safe and sanitary dwelling accommodations in the City of Riviera Beach, Florida, available for persons of low income as rentals they can afford; and
3. There is a need for a Housing Authority in the City of Riviera Beach, Florida.

In 2008, the State of Florida expanded the statutes under Chapter 421 to allow for housing authorities to either act as developers or partner with developers to build and expand affordable housing within the state.

Brief History

RBHA's primary source of funding, since inception, has been the federal government through its annual appropriations bill, signed by the President, authorizing funds to be allocated to the Department of Housing and Urban Development (HUD) which, through several internal mechanisms (allotment, competitive process, etc.), assigned funding to more than thirty-seven hundred (3,700) agencies nationwide. The RBHA's only development was the Ivy Green Village, which consisted of one hundred and fifty-six (156) on-site public housing units. This public housing development operated for more than thirty (30) years, providing not only public housing units but also operating a

Section 8 voucher program and a day care facility.

In 2004, HUD declared the RBHA a troubled agency and took control of its operations, placing it under receivership. It took several actions:

- Removal of the board;
- Assignment of the Section 8 program to the West Palm Beach Housing Authority;
- Demolition of most of the Ivy Green development's family units following extensive damage from Hurricanes Frances, Jean and Wilma during 2004-5. By mid-2006, the structures were demolished and HUD decided to distribute Section 8 vouches to, and relocate, 100 families. The Senior Building was also demolished in 2008.

Redevelopment of Ivy Green

Over the past year, the Board of Commissioners has focused on planning strategies relative to the redevelopment of the 15.3 acre vacant site. This site is the only contiguous land of this size that is available in the City, with all of the existing utilities and infrastructures in place and designed for public housing use. In its deliberations, the Board has created a vision of what the redevelopment of this site should become based upon the economic realities and impact relative to our mission. Funding resources for development and construction of affordable housing can be difficult, especially considering the very limited availability of federal funds. Therefore, the Board had to consider and develop strategies relative to a phased re-development.

The Authority's first initiative will be Phase 1, which will include the development of a 75-unit complex to serve the community's seniors, elderly, handicapped and disabled residents. Data show that this is a critical population that demands a need to be served with affordable, decent and safe housing.

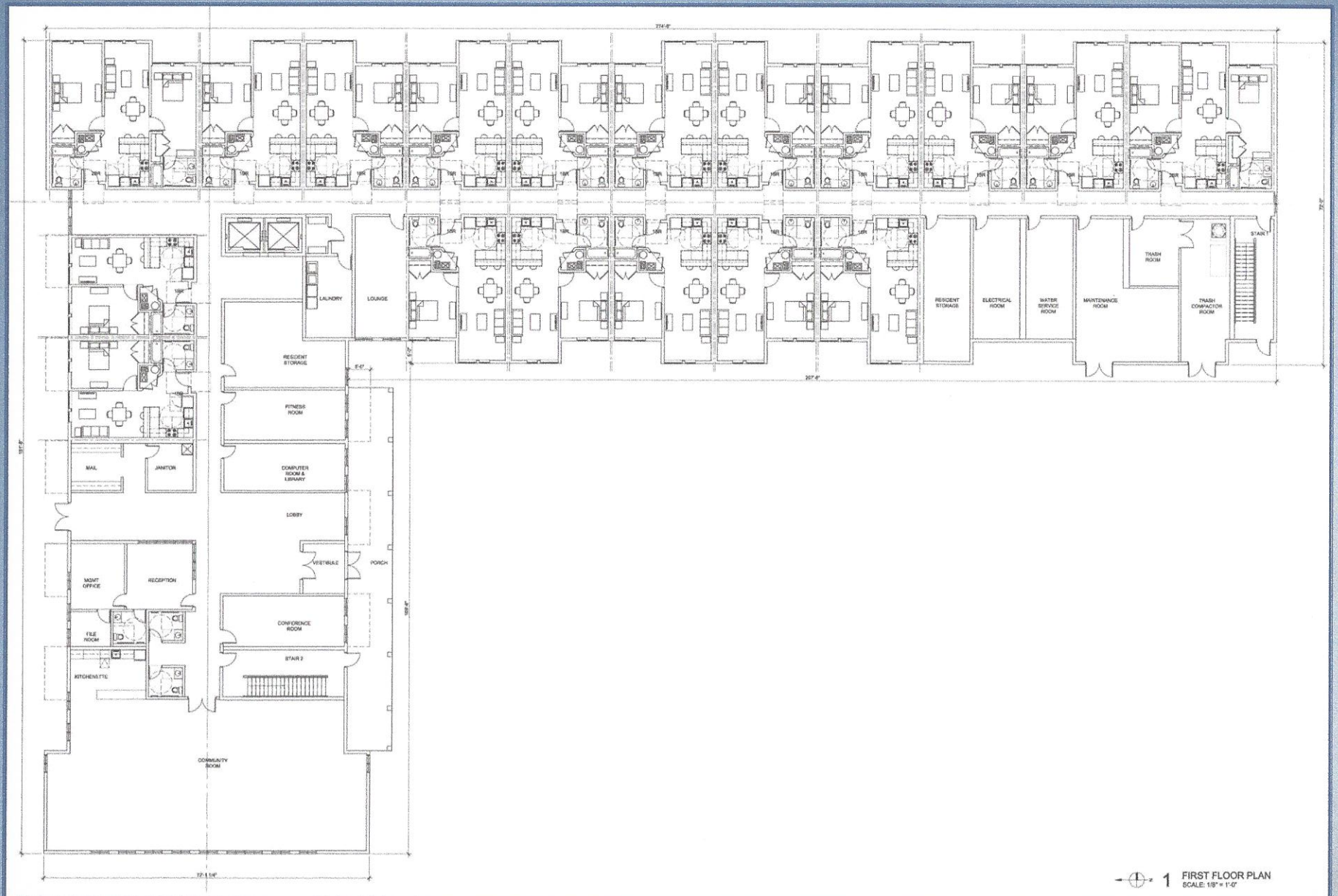
The Board of Commissioners has selected Norstar Developers USA as a Developer Partner and plans to seek Florida Housing Development Corporation Low-Income Tax Credits in the development of the Senior Facility.

Seeking Local Contribution

In the Application for Low-Income Tax Credits from the Florida Housing Development Corporation, there is a requirement for Local Government Contribution.

SEE ATTACHED CONCEPTUAL SITE PLAN AND BUDGET

Phase I Floor Plan – 1st Floor



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Riviera Beach Dev Budget - 9% TC - 75 Senior Units - For Cost Caps

11/16/2012

USE OF FUNDS	Total		Basis	Non-Basis
1 Land*	10		0	10
2 Structures	0		0	
2 TOTAL	10		0	10
4 AppraisalMkt. Study	13,000	confirmed	13,000	
5 Soft Cost Contingency	20,000	confirmed	20,000	
6 Survey / Subdivision	15,000	confirmed	15,000	
7 Soil Borings/ Environ	15,000	confirmed	15,000	
8 Impact/Utility/Permit Fees**	251,040	confirmed	251,040	
9 Arch/Engineer	490,000	confirmed	490,000	
10 Construction Loan Fees (1%)	84,000	confirmed	84,000	
11 Legal	135,000	confirmed	108,000	27,000
12 Perm Loan Fees (2.5%)	41,250	confirmed		41,250
13 Cost Cert. Audit	25,000	confirmed	25,000	
14 Insurance	125,000	confirmed	125,000	
15 Taxes	15,000	confirmed	15,000	
16 Interim Interest	252,000	confirmed	201,600	50,400
17 Closing (inc. Bank, Investor,perm)	100,000	confirmed	80,000	20,000
18 Title & Recording	105,000	confirmed	105,000	
19 FHFC Fees	212,256	confirmed	0	212,256
20 Const. Inspector/Section 3/Cost Review	90,000	confirmed	90,000	
Other: LIHC Compliance Fee 8%	102,731	confirmed	0	102,731
21 TOTAL SOFT	**2,091,277**		**1,637,640**	
22 Site Work	637,500		637,500	
23 Streets/Lanes	0		0	
24 Demolition	0			0
25 Park	0		0	
26 Other / Environ. Cleanup	0			0
27 SUBTOTAL-SITE PREP	**637,500**		**637,500**	
28 Residential***	6,035,000		6,035,000	
29 Community	212,500		212,500	
30 School	0		0	
31 General Requirements (6%)	413,100		413,100	0
33 Bond Premium	68,850		68,850	
34 Other Fees/Bldg. Permit			0	
35 Other:	0		0	
36 Subtotal Contractors Costs	**7,366,950**		**7,366,950**	
Builder's Overhead (2%)	139,077		139,077	0
37 Builders Profit (6%)	417,231		417,231	0
38 TOTAL CONT. COSTS	**7,923,258**		**7,923,258**	0
39 Const. Contingency (5%)	472,911		472,911	0
40 TOTAL DEV. COSTS	**10,487,456**		**10,033,809**	453,647
41 Developers Fee (12%)	1,258,494		1,258,494	0
RBHA Fee (4%)****	419,498	1,677,991	419,498	0
42 Initial Operating Deficit	0		0	0
43 Supp. Mgmt.&Mktg.Fee			0	0
44 Purch. of Maint. Equip.			0	0
45 Defeasance	0		0	0
46 TOTAL WORKING CAP.	**0**		**0**	0
PROJECT RESERVES			0	
47 Oper (125,000) and IOD (35,000) Reserves	0			0
48 Replacement Reserve	0		0	
48a Subsidy Reserve	0		0	
49 TOTAL RESERVES	**0**		**0**	0
ADMIN. COSTS			0	
50 Relocation	0		0	
Water bills	0		0	
51 OTPS	0		0	0
52 TOTAL ADMIN COSTS	**0**		**0**	0
53 TOTAL PROJ. COSTS	**12,165,448**		**11,711,801**	453,647
54 Syndication Costs	0		0	
55 Partnership Expenses	0			0
TOTAL	**12,165,448**		**11,711,801**	453,647

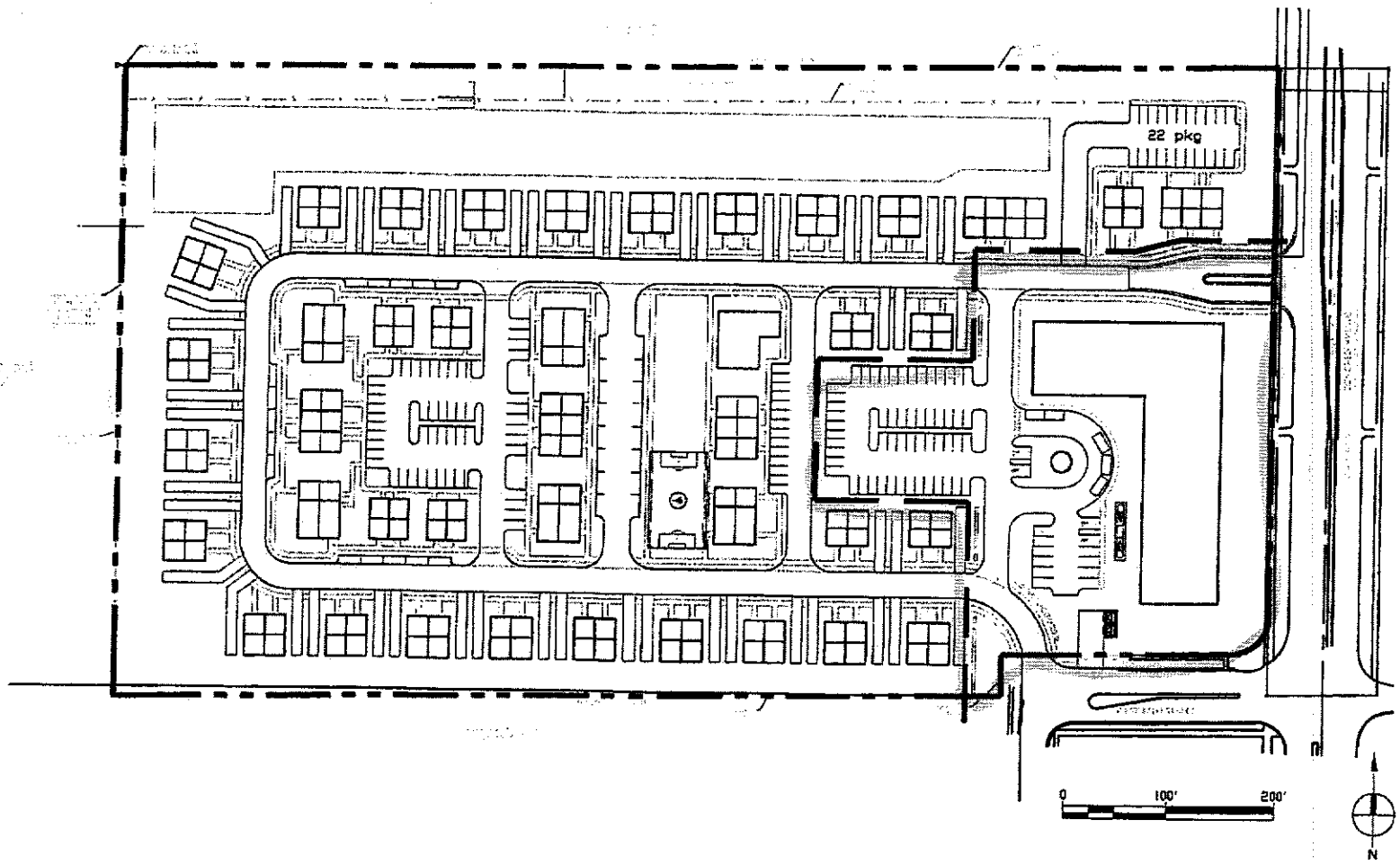
PERM. SOURCE OF FUNDS		CONSTRUCTION SOURCE OF FUNDS	
RHF/Cap Funds	0	HUD	0
Perm Loan (6%, 30 yrs.)	1,650,000	Construction Loan	8,400,000
Local	100,000	Local	100,000
Fed Tax Credit Equity	10,381,589	Equity	2,421,500
Def Fee	33,859	TOTAL	10,921,500
TOTAL	12,165,448		

* Land - Per Contract

** Permits 148,208
Utility/Impact Costs 102,832
Credit Assumed for Demolished Units

*** Cost per rentable square foot (inc. site)	$99.04	Gross SF	80,000
Line 38, less community	96.38	Units	75
**** RBHA Dev. Fee: 1.5% to Afford Res.	$157,311.70		
2.5% in cash	$262,186.16		
Tax credit basis	$11,711,801	% TC Eligible	100.0%
Applicable %	7.25%	Eligible Alloc.	$1,103,837
		Requested	$1,103,837
		2011 Cap	1,500,000
TDC	$162,206	Leveraging	
Garden Apt Cap	$163,000		$73,448

130% Boost	$15,225,341
Value at	0.950
Total	$10,381,589



SITE SKETCH

Wallace Roberts & Todd, LLC
1700 Market Street
28th Floor
Philadelphia, Pa 19103
tel 215.732.5215
fax 215.732.2551

© 2012 - Wallace Roberts & Todd, LLC

IVY GREEN REDEVELOPMENT

RIVIERA BEACH FL

11.15.2012

NORSTAR/PRIMERICA MULTIFAMILY DEVELOPMENT GROUP

3629 MADACA LANE TAMPA FL 33618

11.15.2012

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: RESOLUTION

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 003 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, TO DEFINE SERVICES AND ESTABLISH A BUDGET FOR A REHABILITATION CONSULTANT, NOT TO EXCEED $105,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends approval of DRI Agreement Amendment 003.

Originating Dept.	Community Development	**Costs:**	Up to $105,000 of the originally allocated $1,236,000 for the implementation of the DRI Program, not to exceed $5,000 per completed rehabilitation project.
User Dept.	City	**Funding Source:**	Disaster Recovery Initiative Program.
Advertised:	No	**Budget Account Number:**	116-0717-525-0-4602 Repair & Maint.
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
In 2008, Palm Beach County entered into a contract with the State of Florida, Department of Community Affairs in connection with the United States 2005 Disaster Recovery Initiative (DRI) Program in which the State had grant funds provided by the United States Department of Housing and Urban Development via the Community Development Block Grant Program for damages incurred from Hurricane Wilma in 2005. In March 2008 the City entered into its initial agreement with Palm Beach County in the amount of $1,236,000 for the implementation of the DRI Program; with subsequent amendments in April 2009, October 2009, February 2010, August 2010, and January

2011. A new agreement was approved in June 2012, which was amended in September 2012 to extend the program completion date from September 2012 to June 2013 and also amended in November 2012 to increase rehabilitation expenses from up to $45,000 to up to $80,000 per residence. Palm Beach County has provided the City with DRI Agreement Amendment 003, which defines services and establishes a budget for a Rehabilitation Consultant, not to exceed $5,000 per completed rehabilitation project, and not to exceed $105,000 of the originally allocated $1,236,000. Assistance under the program will be provided in order to repair damages caused by Hurricane Wilma while upgrading structures to meet applicable housing and building codes. To date, 35 of the initial 85 applications have been closed, (10 completed, 25 ineligible). Staff anticipates that amendment 003 will allow for 20 additional houses to be completed by the June 2013 program deadline. Over $700,000 of the initial $1,236,000 will remain available for DRI Program construction costs once $105,000 is allocated for payment of a Rehabilitation Consultant.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012-2013
Capital Expenditures	
Operating Costs	
External Revenues	
Program Income (city)	
In-kind Match (city)	
Net Fiscal Impact	
NO. Additional FTE Positions (cumulative)	

Is Item Included in Current Budget? Yes

Budget Account NO: 116-0717-525-0-4602 Repair & Maint.

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

Disaster Recovery Initiative Program.

C. Department Fiscal Review

No comment.

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

No comment.

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
DRI_Agreement_Amendment_#003,_Resolution.doc	DRI Agreement Amendment #003, Resolution
DRI_Agreement_Amendment_#003.pdf	DRI Agreement Amendment #003
DRI_Agreement_Amendment_#002,_Resolution_125-12.pdf	DRI Agreement Amendment #002, Resolution 125-12
DRI_Agreement_Amendment_#001,_Resolution_105-12.pdf	DRI Agreement Amendment #001, Resolution 105-12
DRI_Agreement_-_June_27,_2012.pdf	DRI Agreement - June 27, 2012

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 003 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, TO DEFINE SERVICES AND ESTABLISH A BUDGET FOR A REHABILITATION CONSULTANT, NOT TO EXCEED $105,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative (DRI) Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, in March 2008, the City was allocated $1,236,000 under the original contract with the County to implement specified DRI Program activities; and

WHEREAS, the agreement between the City and the County dated March 24, 2008 was amended in April and October 2009, August 2010, and January 2011, and a new agreement was executed in June 2012, and amended in September and November 2012; and

WHEREAS, amendment 003 defines services and establishes a budget for a Rehabilitation Consultant; and

WHEREAS, amendment 003 allocates no more than $5,000 per completed rehabilitation project, not to exceed $105,000 of the originally allocated $1,236,000, for rehabilitation consultant services, in order to continue implementation of the DRI Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council approves amendment 003 to the DRI Agreement with Palm Beach County, to define services and establish a budget for a Rehabilitation Consultant, not to exceed $5,000 per completed rehabilitation project, not to exceed $105,000 of the originally allocated $1,236,000.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute the amendment.

SECTION 3. The City Council authorizes the Finance Director to disburse funds in accordance with the amended DRI Agreement.

SECTION 4. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this _____day of _____, 2013.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
JUDY L. DAVIS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

AMENDMENT 003 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH

Amendment 003 entered into on _____, by and between **Palm Beach County** and the **City of Riviera Beach**.

W I T N E S S E T H:

WHEREAS, **Palm Beach County** entered into an Agreement (R#2012-1252) with the **City of Riviera Beach** on June 27, 2012, as amended by Amendment 001 (R2012-1803) on September 11, 2012, and by Amendment 002 on December 10, 2012, to provide $1,105,745 under the State of Florida's 2005 Disaster Recovery Initiative Program (DRI2) for the use of Community Development Block Grant funds to implement a housing rehabilitation program; and

WHEREAS, the parties wish to modify the Agreement to define the services and to establish the budget for a Rehabilitation Consultant; and

WHEREAS, both parties mutually agree that the Agreement, as amended, is hereby further amended as follows:

1. PART IV – SECTION 25 – EXCLUSION OF THIRD PARTY BENEFICIARIES
Add Section 25 to PART IV of the Agreement as follows:

25. EXCLUSION OF THIRD PARTY BENEFICIARIES
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

2. EXHIBIT A – WORK PROGRAM NARRATIVE – PART II
Add Section W to the end of Part II, as follows:

W. REHABILITATION CONSULTANT:
The Municipality shall advertise and procure the services of a Rehabilitation Consultant (hereinafter referred to as the "Consultant") for this project. The Consultant shall provide the below described services in connection with completing the rehabilitation of up to twenty (20) projects.

Specifically, DRI2 funds will be used to procure for the services of a Consultant whose scope of services shall include, among other things:

- Monthly Status Report tracking current progress and stages of the applications (expenditure tracking and reconciliation)
- Review and process applications submitted
- Assist the participant through the application process
- Perform eligibility determination of the applicant
- Perform analysis to demonstrate the practicality of a proposed repair or mitigating project
- Develop replacement cost and market value assessments to service as the basis of awards
- Financial underwriting
- Project closing

The Consultant must be capable of carrying out the tasks described in this Agreement, and be able to demonstrate the qualifications that enable them to do so.

1) PRE-REQUISITE TO ADVERTISEMENT: Before advertising its solicitation for consultant services, the Municipality shall submit a copy of all required documents to DES and obtain DES's approval to proceed with such advertising.

2) PRE-REQUISITE TO CONTRACT AWARD: After advertising its solicitation, receiving and evaluating proposals, the Municipality shall obtain DES approval prior to awarding the contract for consultant services to be funded through this Agreement. In this regard, the Municipality shall provide a letter to DES transmitting all required documents.

   The Consultant contract shall contain all clauses required by 24CFR85.36(i), including remedies for breach of contract, termination for cause and termination for convenience, access by the Municipality, U.S. Comptroller General, U.S. HUD, the State, and their authorized representatives to the firm's records related to the contract, and a requirement for retention, by the firm, of all records related to the contract for 5 years after final payment.

   The Municipality, through DES, shall comply with the State's requirements for pre-approval of contract award.

3) PRE-REQUISITE TO INITIATION OF SERVICES AWARDED: The Municipality shall obtain DES approval prior to authorizing the Consultant to begin the work. The Municipality recognizes that DES must obtain the approval of the State before DES is able to approve the Consultant to begin the work, and the Municipality hereby covenants that it shall plan its consultant services delivery schedule to allow for the necessary time to fully accomplish this approval process.

4) The Municipality may request the County for reimbursement of payments made by the Municipality in connection with services rendered under the aforesaid Consultant contract provided that:
   a) The County shall have received a copy of a contract executed after the date of this amendment, for each of the Consultant contracts for which the Municipality wishes to receive reimbursement. Subsequently, the Municipality shall provide the County a copy of all Consultant contract amendments.
   b) A letter from the Municipality, on the Municipality's letterhead, shall be provided for each reimbursement request pertaining to consultant fees. The letter shall reference the Riviera Beach DRI2 project, the date of this Agreement and its document number, and shall contain a statement requesting the payment of the amount needed for reimbursement of consultant fees, as well as the name and signature of a person authorized by the Municipality to make such a request.
   c) Evidence of payment made by the Municipality for consultant services shall accompany each reimbursement request letter provided that such evidence of payment demonstrate that payment was made after the date of this amendment.
   d) A copy of the Consultant's invoice prompting the Municipality's payment shall accompany each reimbursement request letter.

   Note: the submission of Monthly Narrative Reports in the form provided as Exhibit "D" to this Agreement is required in connection with the County's reimbursement for rehabilitation consultant services.

   Upon receipt of documentation evidencing payment by the Municipality for costs associated with the project, as more fully described herein, the County shall reimburse the Municipality for such payment in an amount not to exceed $5,000 per completed Rehabilitation project, including projects that have already started but not yet complete.

3. EXHIBIT A – WORK PROGRAM NARRATIVE – PART III – SECTION A – THE COUNTY AGREES TO

Delete the entire Section and replace it with the following:

A. Provide funding for the above specified activities during the term of this Agreement, as follows:
   (1) An amount of $814,526.37 for payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).
   (2) An amount up to $75,000, from the amount above allocated for rehabilitation construction costs, for eligible activity delivery costs completed by the program inspector and advisor.
   (3) Reimburse the Municipality an amount not to exceed $105,000 for eligible costs of the Consultant. The Consultant may be reimbursed up to $5,000 per completed rehabilitation project.

4. EXHIBIT A – WORK PROGRAM NARRATIVE – PART II – SECTION V – MONTHLY PERFORMANCE REQUIREMENTS

Replace “May and June, 2013” with “May 15, 2013”.

NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Thomas A. Masters, Mayor

By: _____
Carrie E. Ward, City Clerk

By: _____
Pamala H. Ryan, City Attorney

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and Legal Sufficiency

By: _____
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard
Deputy Director

RESOLUTION NO. 125-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 002 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY TO INCREASE THE FUNDING LIMIT FOR REHABILITATION REPAIRS PER UNIT FROM $45,000 TO $80,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AUTHORIZING THE FINANCE DIRECTOR TO DISBURSE FUNDS PER THE COST OF DRI REHABILITATION FOR HURRICANE WILMA RELATED DAMAGES NOT TO EXCEED $80,000 PER UNIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, the City was originally allocated $1,236,000 under the original contract with the County in March 2008 to implement specified activities under the Disaster Recovery Initiative (DRI) Program; and

WHEREAS, the agreement between the City of Riviera Beach and the County dated March 24, 2008 has been amended in April 2009, October 2009, August 2010, and January 2011, and a new agreement was executed in June 2012 and amended in September 2012; and

WHEREAS, the purpose of amendment 002 is to increase the funding limit foR rehabilitation repairs from $45,000 to $80,000, in order to continue to implement the rehabilitation of homes under the DRI program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council approves the amendment to the DRI Agreement with Palm Beach County, to increase the funding limit for rehabilitation repairs per unit from $45,000 to $80,000.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute the amendment.

SECTION 3. The City Council authorizes the Finance Director to disburse funds for the cost of DRI rehabilitation not to exceed $80,000 per unit.

SECTION 4. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 7TH day of NOVEMBER, 2012.

*****THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*****

APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

CEDRICK A. THOMAS
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS	AYE
J. DAVIS	AYE
C. THOMAS	AYE
D. PARDO	AYE
S. LOWE	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO. 105-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 001 BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE CONTINUATION OF THE DISASTER RECOVERY INITIATIVE PROGRAM THROUGH JUNE 15, 2013; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, the City was originally allocated $1,236,000 under the original contract in March 2008 to implement specified activities under the Disaster Recovery Initiative (DRI) Program; and

WHEREAS, the amendment is a continuation of the project contained in a prior agreement between the City of Riviera Beach and the County dated March 24, 2008 as amended in April 2009, October 2009, August 2010, January 2011 and further amended in June 2012; and

WHEREAS, the purpose of the amendment is to continue to make funds available to the City under the US Department of Housing and Urban Development funded DRI Program to implement the rehabilitation program through June 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council approves amendment 001 to the Agreement with Palm Beach County, for the continuation of the DRI Program.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute Amendment 001.

SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 5TH **day of** SEPTEMBER**, 2012.**

*****THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*****

APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS	AYE
J. DAVIS	AYE
C. THOMAS	ABSENT
D. PARDO	AYE
S. LOWE	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/5/12

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF RIVIERA BEACH

THIS AGREEMENT, entered into this _____ day of 06-27-2012 _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, and the City of Riviera Beach, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, Palm Beach County has entered into a Contract (number 07DB-3V-10-60-01-Z07) with the State of Florida, Department of Economic Opportunity, in connection with the State's 2005 Disaster Recovery Initiative Program which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

WHEREAS, the City of Riviera Beach was allocated certain funds under said Contract to implement specified activities under the 2005 Disaster Recovery Initiative Program; and

WHEREAS, Palm Beach County desires to engage the City of Riviera Beach to implement the activities associated with the funds allocated to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS

1. DEFINITIONS

(1) "County" means Palm Beach County.
(2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
(3) "DES" means Palm Beach County Department of Economic Sustainability.
(4) "Municipality" means the City of Riviera Beach.
(5) "State" means the State of Florida, Department of Economic Opportunity (DEO).
(6) "Contract" means contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida.
(7) "DES Approval" means the written approval of the DES Director or his designee.
(8) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement. All the beneficiaries of a project funded under this Agreement shall be low and moderate income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion.

3. APPLICABLE CONDITIONS

The Municipality shall be bound by the Contract to the extent applicable to this Agreement. Furthermore, the conditions applicable to the activities undertaken in connection with this Agreement shall include but not be limited to those listed below (as they may be amended

from time to time). Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;
2. Florida Small and Minority Business Act, s 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla Admin. Code.;
9. DEO Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R., part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55- Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s 1251 et. seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981;
28. Clean Water Act of 1977;
29. Davis - Bacon Act;
30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
31. The Wildlife Coordination Act of 1958, as amended;
32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.;
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
39. Executive Order 11296, relating to the evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C. s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892 - Fair Housing;
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment /Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1924;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C. s. 1251 et. seq.);
58. OMB Circulars A-87, A-122 and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;
61. Emergency Rule 9BER05-2, CDBG Disaster Recovery Funds;
62. HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01].

PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of $1,105,745 (as more specifically detailed in Exhibit "A" hereto) for the period of beginning March 24, 2008, through and including September 16, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Reimbursement for Eligible Project Costs: The Municipality, having entered into an Agreement (R#2008-1483), dated March 24, 2008 with the County effective from March 24, 2008, to September 16, 2011, for the use of funds in connection with specified activities under the Community Development Block Grant, has not fully expended all of the aforementioned funds. Both parties are in mutual agreement to continue this project and utilize the remaining funds to provide specified activities for eligible activities. Therefore, the Municipality may submit reimbursement requests to DES for eligible costs incurred for eligible activities expended during the eligibility period between March 24, 2008 through and including the date of expiration of this Agreement.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under State Contract number 07DB-3V-10-60-01-Z07. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to September 16, 2012.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in DES Policies and Procedures Memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, the State, or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS - SUMMARY

The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

(a) All subcontracts and agreements pursuant to this Agreement;
(b) All change orders;

(c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A.

(8) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported and returned to DES. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small business and minority/women - owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

All the beneficiaries of a project funded under this Agreement shall be low and moderate income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Municipality shall provide written verification of compliance to DES upon DES's request.

4. EVALUATION AND MONITORING

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or designees, copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete all reports required. The Municipality shall allow DES, the State, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES, the State, or HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, the County, U.S. HUD, or the Comptroller General for

examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over $500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five (5) years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

The County and the City acknowledge the waiver of sovereign immunity for liability in tort contained in S.768.28 F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The County and the City agree to be responsible for all such claims and damages, to the extent and limits provided in S.768.28 F.S., arising from the actions of their respective employees.

10. INSURANCE

Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under S.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

ASBESTOS LEGAL LIABILITY OR THIRD PARTY POLLUTION LIABILITY

When applicable the Municipality shall ensure that a contractor shall agree to maintain Pollution Liability, or similar Asbestos Legal Liability, at a minimum limit not less than $1,000,000 per occurrence/$2,000,000 annual aggregate providing coverage for damages including but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability policy. When a self-insured retention or deductible exceeds $10,000, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to evaluating the acceptability of a higher self-insured retention or deductible in relationship to the Contractor's financial condition. Coverage shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an "Additional Insured."

11. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

13. CITIZEN PARTICIPATION

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

14. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

15. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

(1) This Agreement, including its Exhibits, which the County may revise from time to

time, as required;

(2) Office of Management and Budget Circulars A-87, A-102, A-133, and 24 CFR Part 85;

(3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;

(4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

(5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;

(6) Florida Statutes, Chapter 112;

(7) Palm Beach County Purchasing Code;

(8) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended;

(9) The Municipality's personnel policies and job descriptions; and

(10) The Municipality's Certificate of Insurance.

(11) Contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida.

The Municipality agrees to maintain all of these documents on file at its principal office. Also, the Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file.

16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to DES or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION DUE TO CESSATION

In the event the grant to the County under the Contract is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the State specifies.

17. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and

to the Municipality's City Manager when delivered to its address on page one (1) of this Agreement. If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within ten (10) days of the change.

20. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

21. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

22. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

23. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

24. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of forty-nine (49) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

25. ENTIRE UNDERSTANDING

This Agreement and its provisions between the parties hereto constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this 06-27-2012 day of _____, 20____.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

BY:_____
Thomas Masters, Mayor

BY:_____
Carrie E. Ward, City Clerk

BY:_____
Attorney for Municipality
(Signature Optional)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

By:_____
Tammy K. Fields
Senior Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By:_____
Journey Beard, Director
Contract Development & Quality Control

EXHIBIT A
WORK PROGRAM NARRATIVE

I. THE PARTIES AGREE THAT:

A. PRIOR AGREEMENT: The project contained in this Agreement is a continuation of the project contained in a prior agreement between the Municipality and the County (R2008-1484) dated March 24, 2008, as amended by Amendment 001 (R2009-0650) on April 21, 2009, and by Amendment 002 (R2009-1675) on October 6, 2009 (collectively hereinafter the "First Agreement") a continuation of the project contained in a prior agreement between the Municipality and the County (R2010-1419) dated August 10, 2010, and subsequently approved on September 14, 2010 (hereinafter the "Second Agreement"), and a continuation of the project contained in a prior agreement between the Municipality and the County (R2011-0620) dated January 6, 2011 (hereinafter the "Third Agreement"). The terms and conditions of said First Agreement, Second Agreement, and Third Agreement are incorporated herein by reference.

B. ELIGIBLE PAYMENTS AND/OR REIMBURSEMENTS: All payments and/or reimbursements deemed eligible under the First, Second and Third Agreements shall be eligible under this Agreement.

C. PROJECT ACCOMPLISHMENTS: The project requirements contained in the First, Second and Third Agreements are repeated herein in substantial form. Changes have been made in order to update these requirements for this Agreement. The parties recognize that the following project activities have been accomplished, and where indicated below, the County has paid and/or reimbursed the Municipality for such project activities:

To date, the Municipality has obtained DES funding approval for five (5) applicants and seven (7) files were reimbursed. The Municipality has accepted applications, proposed applicant files, received funding approval from the County for homeowners, expended funds on rehabilitation activities, and received reimbursement from the County in the amount of $94,255 from the $1,200,000 allocated for rehabilitation construction costs and related expenses regarded as eligible under the First, Second and Third Agreements.

II. THE MUNICIPALITY AGREES TO:

A. OVERVIEW:

The purpose of this Agreement is to make funds available to the Municipality under the State of Florida funded 2005 Disaster Recovery Initiative Program to enable the Municipality to implement a rehabilitation program ("Program") in conjunction with which it may provide technical and financial assistance to qualified low and moderate income property owners (as defined herein) who reside in detached one dwelling structures (entirely used for residential purposes) and located within its municipal boundaries. The Municipality agrees to assist a minimum one hundred (100) households, and agrees that it shall provide assistance under this Program to rehabilitate and upgrade these structures to meet applicable housing and building codes in order to effectuate repairs of damages caused as a result of Hurricane Wilma. Work on these properties may include, but is not limited to, roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. The final number of homes addressed with funding made available under this Agreement shall depend on the actual cost of undertaken projects, and therefore may vary from the stated number.

B. REGULATORY STANDARDS:

The regulatory standards applicable to the activities undertaken in connection with this Agreement shall include but not be limited to the ones listed below, and those enumerated elsewhere in this Agreement. Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 570).
HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 35).
HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
TITLE X: Title X - Residential Lead-Based Paint Hazard Reduction Act of 1992.
EPA: U.S. Environment Protection Agency regulations (40 CFR Part 745).
EPA: U.S. Environment Protection Agency regulations (40 CFR Part 61).
OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926).
PBC: Palm Beach County Purchasing Code.

The Municipality recognizes and understands that the applicable regulations, statutes, ordinances, or all other applicable documents may be amended from time to time during the term of this Agreement. The Municipality agrees to abide by all such amendments as relates to the activities undertaken in connection with this Agreement, and as determined by DES.

The Municipality recognizes and understands that during the term of this Agreement, new regulations, statutes, ordinances, and other applicable documents may be issued that affect the activities undertaken in connection with this Agreement. The Municipality agrees to abide by all such new regulations, statutes, ordinances, and other applicable documents as determined by DES.

Should, after the execution of this Agreement, it be discovered that requirements concerning certain activities to be undertaken in connection with the Agreement are absent, the parties agree to abide by the decision of the State on such requirements. In the instance that the State elects not to provide a decision on an absent requirement, or allows for a local choice in the matter, the parties agree that all requirements pertaining to any such matter shall be at the discretion of the County.

C. PROGRAM ADMINISTRATOR:

The Municipality shall designate an employee of the Municipality to be the "Program Administrator" in connection with projects undertaken this Agreement, and shall notify DES of the identity of such Program Administrator. The Program Administrator shall act as the primary contact person between DES staff and persons designated by the Municipality to be involved in implementing projects undertaken under this Agreement. In addition to channeling communication between DES, the Municipality, and the above described designated persons, the Program Administrator shall review all materials and files submitted by the Municipality to DES in connection with this Agreement, and shall be the recipient of all materials and files provided by DES to the Municipality. The Program Administrator shall track and maintain awareness of the status and progress of all undertaken projects and submit the reports required hereunder.

D. PROGRAM INSPECTOR:

The Municipality shall utilize an "Inspector" in connection with this Agreement. The Inspector shall either be an employee of the Municipality or a qualified consultant under contract with the Municipality. The costs of such employee or such consultant shall be reimbursable as an activity delivery cost, or as approved by DES.

The Inspector shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall, at minimum, perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests. The Inspector shall be able to review lead-based paint inspection and risk assessment reports and determine the actions to be taken to comply with federal lead-based paint regulations, maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

E. PROGRAM ADVISOR:

The Municipality shall utilize an "Advisor" in connection with this Agreement. The Advisor shall either be an employee of the Municipality, or be a qualified consultant under contract with the Municipality. The costs of such employee or such consultant shall be reimbursable as an activity delivery cost, or as approved by DES.

The Advisor shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Advisor shall, at minimum, perform a variety of program implementation tasks including the participant application process, the applicant eligibility determination process, financial underwriting, project closings, and expenditure tracking and reconciliation.

F. OUTREACH AND APPLICANT SELECTION:

The Municipality's outreach effort in publicizing the rehabilitation program being undertaken in connection with this Agreement shall include announcements at public meetings and community events, distribution of flyers/brochures to affected residents, announcements through electronic and print media, and dissemination of program information through other service providers in the community.

The Municipality shall develop, publish to its residents, and use its own selection method for applicants to be funded under this Agreement, provided that such method is fair and equitable, and provided that it does not in any manner violate any of the provisions contained in this Agreement.

G. THE APPLICATION PROCESS:

The Municipality shall invite each selected applicant to submit a written, signed, and dated application (for the purposes of this Agreement, all owners of a property to be rehabilitated who reside at such property shall be regarded as applicants, and "applicant" as referred to herein shall also mean the plural term "applicants"). The Municipality shall advise the applicant of the Program's objective and explain the type of work undertaken under the Program without specific reference to the applicant's property. Applicants shall be advised that the primary purpose of the Program is to address property deficiencies to the extent practicable and feasible to meet applicable housing and building code standards and to effectuate the repair of damages caused as a direct result of Hurricane Wilma.

Applicants shall be advised of Program requirements to receive assistance and the steps involved in the rehabilitation process and their role in it. Applicants shall also be informed of the financing arrangements available under the Program.

The application shall solicit information about the applicant such as:
- Name of applicant(s) and any other household members residing at the property (whether related to the property owner or not) and relationship to property owner(s) as well as contact telephone numbers.
- Address of the property, legal description and the Property Control Number.
- Social security numbers, dates of birth of applicant(s) and ages of household members.
- Employment information on all household members.
- All other income for the household including: wages, salaries, bonuses, pensions, social security, disability, unemployment, self employment, rental income, interest, dividends, public assistance, alimony, child support, and income derived from assets.
- A listing of all assets owned by the applicant(s) and their associated value.
- Information about any mortgages on the property.
- Insurance information including name of insurer, agent, address, policy number, and type, amount, and dates of coverage.

In conjunction with accepting an application from a selected applicant, each such applicant shall be asked to submit documentation in support of the application, such as copies of: deed, mortgage(s), pay stubs, driver's license, social security card, death certificates, the last IRS tax return (last two returns for self-employed persons), and copies of insurance policies.

The Municipality shall obtain from the applicant for the applicant's file a copy of the driver's license or other picture identification document for each adult household member of the applicant, and shall obtain a copy of the social security card for each household member.

At the time of application submission, a preliminary review shall be made of the information provided and the applicant shall be requested to sign certain pertinent release forms that enable the Municipality to verify information in the application with outside parties. Other such forms shall also be signed by the applicant at later times as the need arises in the process of reviewing the application. These release forms for example include: employment verification, social security benefits verification, and pension verification.

In order to avoid any duplication of benefits, applicants shall be asked to provide signed certifications regarding the receipt of any insurance, SBA, or FEMA payments for damages to the property resulting from Hurricane Wilma. The Municipality shall devise a certification form to be used by each applicant to certify whether or not the applicant received any insurance payments (which certification form shall be placed in the applicant's file). In addition, each applicant shall be required to sign a release form to be submitted to FEMA (provided herein as Exhibit "B") for the purpose of verifying the receipt of any FEMA payments in connection with damages resulting from Hurricane Wilma. The Municipality shall fax this release form to FEMA with a request for information, regardless of whether the applicant applied for, or received, any FEMA assistance, and place FEMA's response in the applicant's file. The County shall provide the Municipality with FEMA contact information at a later date. Furthermore, the Municipality shall verify whether the applicant received any assistance from the United States Small Business Administration (SBA) by verifying the presence of the applicant's name on a list of SBA recipients to be provided by the County to the Municipality at a later date. The Advisor shall complete, sign and place a form in the applicant's file indicating whether the applicant's name appears on SBA's list.

At time of application, the Municipality shall establish whether the applicant's property suffered damages as a direct result of Hurricane Wilma. As a condition for receiving assistance, each applicant must be documented as having had damage to their home from Hurricane Wilma by means of:

- A copy of an associated FEMA verification/claim, or
- A verified associated insurance claim, or
- DEO approval of a property identified on the "DRI Damage Assessment Report," which is attached as Exhibit "H" and is incorporated by reference. This Exhibit should be considered as a partial map. A comprehensive map of documented properties is maintained by the Municipality, or
- Approval by DES.

At time of application, the Municipality shall provide each applicant with a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", informing applicants of the potential risk of lead hazard exposure from renovation activity that may be performed in their homes, and the Municipality shall obtain from the applicant a signed receipt indicating that the applicant has received the stated pamphlet which receipt shall be placed in the applicant's file.

In conjunction with accepting an application from a selected applicant, the Municipality shall determine and document the "year built" of the applicant's home. The source to be used for "year built" information shall be the Palm Beach County Property Appraiser whose data may be accessed through the internet at http://www.co.palm-beach.fl.us/papa/index.htm. The Municipality shall obtain a print out of the "year built" information and place it in the file for each applicant.

H. THE INITIAL INSPECTION PROCESS:

The Inspector shall perform an inspection of the property proposed for rehabilitation for the purpose of assessing the conditions of the property and to determine if rehabilitation is necessary and feasible. If the Inspector determines that the property did not sustain any damages from Hurricane Wilma, then the Municipality shall reject the application for assistance by providing the applicant written notice of such determination. If the Inspector determines that the property did sustain damages from Hurricane Wilma (as supported by the documentation mentioned above), then the Inspector shall determine if the repair of such damages as well as the work needed to address all housing and building code violations is feasible within the funding limits of the program.

In making this determination special attention shall be given to un-permitted additions and un-permitted enclosures. Un-permitted additions and un-permitted enclosures that can be practically improved as part of the rehabilitation process, and within the funding limits, may be undertaken. Un-permitted additions and un-permitted enclosures that cannot be practically improved as part of the rehabilitation process, and within the funding limits, shall be removed in conjunction with the rehabilitation process.

Rehabilitation shall be deemed "feasible" when the cost of complying with the requirements of the Program as specified in this Agreement can be achieved within the funding limits

established for the Program. That is, the cost of meeting the requirements of applicable code standards, hurricane damage repairs, lead-based paint remediation, hurricane protection, etc. In the event that the cost of complying with the requirements of the Program exceeds the funding limits established for this Program, rehabilitation may still be deemed "feasible" if the sum of the amount funded through this Program as specified in this Agreement plus amounts funded by the applicant (such as SBA/FEMA payments, insurance proceeds, or the applicant's personal funds) are sufficient to meet the cost of complying with the requirements of the Program.

In this regard, after considering the amount of funding per applicant as allowed by this Agreement, and any SBA/FEMA payments and insurance proceeds, the Advisor shall discuss the anticipated costs with the applicant, and explore the possibility and potential of the applicant providing the gap in funds needed for the project. As part of this discussion, the Advisor shall not only consider the rehabilitation cost estimate provided by the inspector, but also other associated costs such as mortgage recording fees and termite treatment costs. Pursuant to this discussion, the Municipality shall then reach a decision whether to further pursue the project based on the ability of the applicant to fund the aforesaid gap from the applicant's resources or from a lender. Upon determining that a project cannot be undertaken based on the above (that is, the project is not feasible), the Municipality shall issue the applicant an application rejection letter in which it shall provide the reason for the rejection. For every such rejected project, the Inspector shall prepare a cost estimate to be maintained in the applicant's file to support such a determination.

The Municipality shall proceed with processing projects that are deemed feasible. For projects built before January 1, 1978, which are feasible, the Municipality shall obtain a lead-based paint inspection/risk assessment report as specified below.

At the time of application intake or at any time thereafter during contact with an applicant or a household member of the applicant, if the Advisor finds out about a disability of the applicant or a household member of the applicant, the Advisor shall inform the Municipality's Inspector of such finding. Alternatively, the Inspector may find out about such a disability based on contact with an applicant or a household member. After determining that a project is feasible, and in conjunction with preparing a work write-up for a project, the Inspector shall obtain an affidavit from the applicant regarding the disability (if the disability affects a household member who is not a minor, either that person or the applicant may provide the affidavit). The Inspector may use a general affidavit form for this purpose. The affidavit must identify the person with the disability, it must describe the disability to the affiant's best knowledge, and it must describe the remedies proposed by the affiant to accommodate the disability that can be undertaken through the Program. The Municipality is encouraged to suggest the inclusion of any remedies that can be undertaken by the Program that come to its attention while in contact with the applicant, with household members, or while inspecting the property. The Municipality is cautioned not to omit any information the affiant wishes to put in the affidavit.

The original affidavit shall be placed in the applicant's file, and a copy must be presented with the work write-up when that is submitted to DES for approval before bidding as required below. DES shall examine the contents of the affidavit to determine if the work write-up has sufficiently addressed the accommodations needed, and consult with the County Attorney's office when necessary to achieve appropriate accommodation.

In this regard, the Municipality is reminded that in addition to physical impairments that may be encountered, disabilities may also include neurological impairments, mental impairments, and emotional impairments that might come to its attention. During its discussions with the applicant or a household member of the applicant, the Municipality shall inquire: a) if the disability is expected to be of long, continued, and indefinite duration, b) if the disability substantially impedes the person's ability to live independently, and c) if the disabled person's ability to live independently can be improved by more suitable housing conditions. The Municipality shall inform the applicant that disclosure of a disability will in no way affect the application for assistance.

I. THE VERIFICATION PROCESS:

During this process, the Advisor shall verify the information provided by the applicant with outside parties, and obtain additional information that is necessary in reaching a decision on whether to proceed with the project or not.

The verification process shall include:

(a) INCOME VERIFICATION: The Municipality shall obtain written income verification of the applicant's household in order to establish eligibility under the Program. A household is defined as: "All persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements (24 CFR Part 570)". A household shall be regarded as being eligible to receive assistance under the Program if the projected prevailing rate of household annual income received from all sources by household size is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area. The current median income and schedule of qualifying incomes by household size shall be as revised and published in the Federal Register by HUD from time to time. The household annual income information to be used for eligibility determination under the Program shall be that in effect on the date funding is approved for each applicant.

Annual income of all household members shall be determined according to the HUD Section 8 method. In this regard, it should be noted that the HUD Section 8 method of computing income in part takes into account income from assets (actual and imputed, as applicable).

Income shall be verified through use of verification forms signed by the pertinent household member authorizing verification by the source of income or by obtaining documentation produced by a third party that establishes income information. Verification forms may include forms such as:
- Employment verification
- Unemployment benefit verification
- Pension benefit verification
- Social security benefit verification
- Disability benefit verification
- Veteran's benefit verification
- Verification of benefits administered by HRS
- Interest income verification

Each income earning household member must provide a signed copy of their last IRS return including attachments (last two (2) returns for a self-employed person). It is recognized that IRS rules do not require the filing of a return if a person's income for example is below a certain amount as established by the IRS and revised from time to time. In such instance where an income-earning household member does not file a return, a notation shall be so indicated on the application form.

The Municipality shall, for each adult household member who does not earn any income, obtain an affidavit from such household member indicating that no income is earned by such person.

In the course of establishing and verifying household income for each applicant, the Municipality shall reconcile annual income information with annual household expenses reported by the applicant or determined by the Municipality. While reviewing this income and expense data, the Municipality shall examine such data for consistency allowing for reasonable living expenses of the household (such as food, clothing, and transportation). Where annual obligations and other household expenses (such as mortgage payments, car loans, utilities, and real estate taxes) appear to constitute substantial portions of household income not allowing room for reasonable living expenses, the Municipality shall further investigate annual income and expense information with the applicant in order to resolve unreconciled differences between both. If resolution of such matters cannot be reached to the satisfaction of DES, the applicant's request for assistance may be suspended until satisfactorily resolved or else may be rejected.

(b) TITLE VERIFICATION: The Municipality shall place in the file for each applicant copies of documents that show that the title of record to the property proposed for rehabilitation is held by the applicant (such as a deed or court order). (Tax records

shall not constitute adequate proof in this regard). (Documents showing that the applicant holds a life estate in the property shall be acceptable).

The Municipality shall assure that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005. If the applicant is not able to demonstrate compliance with this requirement, the Municipality shall reject the applicant from participation in the Program in writing. A copy of the rejection letter shall be maintained in the applicant's file.

(c) REAL ESTATE TAX VERIFICATION: The Municipality shall place in the file for each applicant copies of documents that show that the real estate taxes for the property proposed for rehabilitation have been paid in full.

(d) MORTGAGE VERIFICATION: In order to avoid funding an applicant who has mortgage obligations that are delinquent and that may lead to foreclosure and eventual loss of the property proposed for rehabilitation, the Municipality shall verify with the mortgagee that mortgage payments are current. Applicants, determined to have delinquent mortgage payments or who are in foreclosure shall be rejected by the Municipality in writing after having given the applicant a reasonable period of time to correct these conditions. Copies of rejection letters shall be maintained in the applicant's file.

(e) INSURANCE VERIFICATION: In regard to homeowner and windstorm insurance coverage, the Municipality shall document such insurance if the applicant maintains such insurance on the property proposed for rehabilitation, noting that the Program does not require the applicant to carry such insurance.

However, if the property is in a flood zone "A" or flood zone "V", the applicant shall be required to maintain flood insurance on the property and the Municipality shall, before closing, maintain documentation evidencing such insurance coverage in the applicant's file. Such coverage shall be at least equal to the sum of the anticipated mortgage encumbrance against the property resulting from this Program and the balance of all other senior mortgage encumbrances against the property.

The applicant shall also provide copies of all insurance claims, insurance settlements, and insurance payments received in connection with damages to the property. The Municipality shall obtain from the applicant an affidavit in connection with all insurance funds received by the applicant for damages to the property. If the applicant did not receive any insurance funds for damages to the property, then the Municipality shall obtain from the applicant an affidavit to that effect to be placed in the applicant's file.

(f) ENVIRONMENTAL REVIEW: The Municipality shall complete an Environmental Review Checklist Request form, provided herein as Exhibit "C", for each property proposed for rehabilitation and shall submit such form to DES. The Municipality shall place the Environmental Review Checklist provided to it by DES in response to its request in the applicant's file, and shall comply with all matters brought to its attention by DES as a precondition to proceeding with the project.

(g) LEAD-BASED PAINT VERIFICATION: All dwelling units built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. The Municipality shall retain the services of an EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor to perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and shall submit to DES a report containing the results of the inspection and risk assessment. The report shall identify surfaces containing lead-based paint which are in a stable condition (regarded not to constitute a hazard), and surfaces which contain lead-based paint and which are deteriorated or subjected to friction or impact (regarded to constitute a hazard). The findings of the report shall be used by the Municipality in preparing the work items intended to accomplish lead-based paint remediation, and shall be used for the preparation and provision of the Lead-based Paint Notice of Evaluation and/or Presumption as required by

applicable regulations.

The services of the lead-based paint inspector/risk assessor retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. In such instance, the Municipality shall submit its request for proposals for consultant services package to DES and obtain a letter of approval prior to soliciting proposals, and the Municipality shall obtain DES approval prior to awarding the contract for these consultant services. (It is suggested that the above services also include the clearance testing services mentioned below).

The Municipality shall pay the lead-based paint inspector/risk assessor for the above mentioned reports and clearance testing services as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

J. THE WORK WRITE-UP PREPARATION PROCESS:

If upon review of the information verified through the preceding process the applicant appears to be qualified, a work write-up shall be prepared by the Inspector for the rehabilitation project. The work write-up shall contain a detailed list of construction specifications the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). In conjunction with completing the work write-up, the Municipality shall conduct a Housing Quality Standards (HQS) inspection using the HQS documents/criteria and shall submit to DES a HQS inspection report. Within the HQS inspection report, the Municipality shall include photographs of all proposed work to be rehabilitated. Additionally, the Municipality shall include photographs of all finished work in the HQS inspections report after the completion of rehabilitation, and shall submit them to DES for approval. The work write-up shall also contain items to address lead-based paint remediation, hurricane protection, energy efficiency and conservation, and ones that are intended for the removal of architectural barriers and the correction of damages caused by Hurricane Wilma.

(a) CODE RELATED ITEMS: These are work item that are intended to correct code violations, that is the correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). These items may also include compliance with any historic preservation requirements applicable to the property.

(b) HURRICANE PROTECTION ITEMS: The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.

(c) HOMEOWNER ASSOCIATION REQUIREMENTS: Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.

(d) DISABILITY ACCOMMODATIONS: In the event that an applicant and/or a household member has a disability that comes to the attention of the Municipality, an affidavit shall be obtained from the applicant/household member which contains remedies proposed by the affiant to accommodate the disability that can be undertaken through the program as previously described. When the disability is expected to be of long, continued, and indefinite duration, and if the disability substantially impedes the person's ability to live independently, and if the disabled person's ability to live independently can be improved by more suitable housing conditions, then the work write-up shall include such work items (remedies proposed by the affiant) that would accommodate the disability and that can be undertaken through the Program.

(e) REHABILITATION/DEMOLITION OF UN-PERMITTED ENCLOSURES AND ADDITIONS: The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Un-permitted additions and enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished. Mortgagee/lien-holder consent to demolish shall be obtained when there are existing mortgages/liens on the property.

(f) LEAD-BASED PAINT REMEDIATION: If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
- A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
- A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
- A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
- A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.

The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Municipality's option. The inclusion of such optional items may be intended to achieve a lead free house, or where the house is permanently occupied by at least one child less than six (6) years old.

The work write-up for abatement shall specify the scope of the hazard reduction activity, the lead hazard reduction duration, the status, and length in days, of occupant temporary relocation, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.

(g) INCLUSION OF ENVIRONMENT REVIEW REQUIREMENTS: The work write-up shall include any work required as a result of the completion of the environmental review of the property (such as noise attenuation).

(h) ASBESTOS CONTAINING MATERIALS: Should the Inspector, while preparing the work write-up, encounter suspect asbestos containing materials, such as transite siding, or should the Inspector encounter a current or prior non-residential use of the property (the house and its surrounding site), then the Inspector shall inform DES of such observation. DES shall then cooperate with the Municipality to obtain an asbestos survey of the property in order to determine the presence of asbestos containing materials, which if found, shall be addressed in accord with applicable regulations. Each work write-up submitted to DES shall be accompanied by a certification from the Inspector who prepared the work write-up indicating whether or not there is any evidence of a current or prior non-residential use of the property. The

Municipality shall comply with all applicable requirements contained in Exhibit "J", attached hereto, for construction work in connection with the project funded through this Agreement.

(i) APPLICANT'S WORK WRITE-UP REVIEW AND APPROVAL: The Inspector shall review the completed work write-up with the applicant who shall sign a review and approval statement indicating:
- That the work write-up has been reviewed with the applicant.
- That the applicant understands the scope of work and the specifications of the work to be performed on the applicant's property.
- The applicant's agreement that no changes to the work write-up specifications will occur except for items needed to meet housing or building code requirements.
- The applicant's authorization allowing the Municipality to obtain bids for the work contained in the work write-up.

(j) DES WORK WRITE-UP APPROVAL AND IN-HOUSE COST ESTIMATE: Each completed work write-up signed by the applicant shall be maintained in the applicant's file. After incorporation of any requirements resulting for the completion of the environmental review into the work write-up, the Municipality shall provide DES, for DES's approval before bidding, a copy of such work write-up showing the Inspector's in-house cost estimate for each item in the work write-up. The work write-up shall be accompanied by a copy of lead-based paint inspection/risk assessment report, a copy of the aforesaid asbestos certification as prepared by the Inspector, as well as copies of any disability affidavits. DES shall advise the Municipality of its determination concerning its review of the work write-up within ten (10) working days of its receipt.

K. BIDDING AND BID EVALUATION:

Bids for the work detailed in the work write-up shall be solicited by the Municipality from contractors on a list of bidders established by the Municipality. The Municipality shall determine the requirements (such as licensing and insurance requirements) to be met by such contractors for admission to the list of bidders. For projects requiring lead-based paint abatement, the rehabilitation contractor submitting a bid must be, or must hire, a certified lead-based paint abatement contractor as a subcontractor.

The bid documents to be used for this purpose shall include the address, property owner, and property owner contact information for the property to be rehabilitated, shall require bidders to visit the property, and shall specify the location, date, and time by which bids must be submitted. The bid documents shall specify the number of days after bid opening that bids are to remain valid. The bid documents shall contain provisions for addressing inconsistencies, interpretations, and supplemental instructions, as well as provisions for the modification, withdrawal, rejection, and award of bids. The bid documents shall contain the warranty and release of liens requirements as well as the insurance requirements for both the contractor and the lead-based paint abatement contractor (or subcontractor). The bid documents shall contain the Federal requirements applicable to projects funded under the Program.

For projects requiring lead-based paint abatement, the bid documents shall specify that the Program shall pay for the first clearance test to be undertaken in connection with the abatement for a project, and shall specify that the contractor shall be responsible for the cost of all subsequent clearance tests to be obtained by the Municipality for that project. The bid documents shall indicate that the cost of all clearance tests obtained by the Municipality and required for a project after the initial clearance test, shall be deducted from the contractor's payment.

For projects requiring lead-based paint abatement, the bid documents shall specify the number of days for which the Program shall pay for occupant temporary relocation, if any. The bid documents shall specify that the Program shall pay for occupant temporary relocation costs for the pre-specified number of days, and shall specify that the contractor shall be responsible for the cost of all subsequent occupant temporary relocation made necessary as a result of the contractor's failure to pass any clearance testing. The bid documents shall indicate that the cost of all occupant temporary relocation necessitated as a result of the contractor's failure to pass any clearance testing and paid by the Municipality, shall be deducted from the contractor's payment.

The Municipality shall require contractors to submit sealed bids for the work contained in the work write-up after visiting the applicant's property to acquaint themselves with existing conditions. The Municipality shall only accept bids up to a pre-specified date and time after which such bids shall be opened at the Municipality's offices. Bid openings shall be open to bidders, applicants, and the general public. At the bid opening the Municipality's designated employees shall open the bids and announce total amounts bid. The announced totals shall be recorded on a bid spreadsheet showing each bidder's name and total amount bid as announced.

After all bids are opened and announced the Municipality shall calculate the sum of all the individual items contained in each bid to check for discrepancies between such sum and the amount read at the bid opening. Where a discrepancy exists in a bid between the true and correct sum of itemized costs and the total announced at the bid opening, the true and correct mathematical sum of itemized costs shall prevail and the spreadsheet shall be noted accordingly.

Upon close examination of all bids, the Municipality shall make a determination on the apparent lowest responsive responsible bidder that best meets the terms, conditions, and specifications of the bid and that will result in the best interest of the applicant, the Municipality, and the County.

The Municipality shall evaluate the lowest bid to establish whether the total bid is within the funding limit, and shall provide the applicant an opportunity to contribute to the project any funds needed for the project above the funding limit, or shall secure such needed funds for the applicant from other sources.

The bidding process shall also includes obtaining bids for treatment of termites and other wood destroying organisms (extermination) where such infestation is found at the property. The Municipality shall, in like manner as described above, establish a list of companies qualified to provide such services, and shall solicit, obtain, and evaluate bids from such companies for the treatment of termites and other wood destroying organisms that may be found at the property to be rehabilitated under the Program.

Funding shall be recommended for the lowest responsive responsible bidder both for construction and extermination.

L. PROJECT UNDERWRITING:

The Municipality shall complete a project underwriting process which entails undertaking several tests to verify if Program requirements have been met. This process also entails the formulation of a funding recommendation when such requirements are met, or the rejection of the application if these requirements can not be met by the applicant. The Municipality shall, for each applicant, document the following:

(a) INFORMATION CONSISTENCY: The Municipality shall assure that the information submitted by the applicant and other information verified through third parties or gathered by the Municipality is consistent. If the preceding can not be met, the Municipality shall request the applicant to provide corrected information or an explanation such that satisfactory consistency exists in the opinion of the Municipality and DES. Failure to do so particularly where willful falsification exists shall be regarded as grounds for rejection of the application and denial of any assistance.

(b) PROPERTY LOCATION: The Municipality shall assure that the property to be rehabilitated is located within its municipal boundaries. An applicant whose property is not located within these boundaries shall be rejected.

(c) PROPERTY ELIGIBILITY: The Municipality shall assure that the property to be rehabilitated is a detached one dwelling structure entirely used for residential purposes. The Inspector, at the time of initial inspection, shall establish the number of units at the project and its use for residential purposes. If the number of units exceeds one detached dwelling unit, such condition shall be remedied by actions that result in no more than one detached dwelling unit after rehabilitation by including the removal of any excess units in the work write-up. Any such demolition shall not result in the displacement of any occupant and shall comply with One-for-One Replacement regulations. If the property is not entirely used for residential purposes,

such condition shall be remedied by actions that result in elimination or conversion of non-residential portions of the property to residential use.

(d) OCCUPANCY/RESIDENCY: The Municipality shall assure that the applicant resides at the property to be rehabilitated which shall be determined at the time the property is inspected and through the applicant's address as revealed by the various documents received during the application/verification process. If the applicant does not occupy the property, the applicant shall demonstrate extenuating circumstances for not residing at the property. Rehabilitation may proceed provided that the rehabilitation renders the property occupiable, and provided that the applicant submit a written commitment prior to funding approval clearly indicating the intent of the applicant to reside at the property after completion of the rehabilitation process. Extenuating circumstances may include certain circumstances such as damages from hurricane Wilma, or a determination of the property's unfitness for habitation by a building or other official for reasons of safety or other danger at the property that can be remedied through the Program. DES shall determine the type of documentation necessary and/or acceptable to demonstrate the existence of these extenuating circumstances, and if the extenuating circumstances are acceptable.

(e) PROPERTY OWNERSHIP: The Municipality shall assure that the title of record to the property proposed for rehabilitation is held by the applicant at the time of application and that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005.

Note: the above condition requiring that the applicant have an ownership interest in the property to be rehabilitated does not preclude other parties who do not reside at the property from having an ownership interest in the property in addition to that of the applicant. These other parties are not regarded to be part of the applicant's household, however any such other parties having an ownership interest must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property. In instances where the applicant has a life estate, all "remainder men" must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property.

(f) REAL ESTATE TAX PAYMENT: The Municipality shall assure that the real estate taxes for the property proposed for rehabilitation have been paid in full and shall place in the file for each applicant copies of documents showing the same.

(g) CURRENT MORTGAGE PAYMENTS: For applicants who have mortgage obligations, the Municipality shall assure that such mortgage obligations are not delinquent and that mortgage payments are current.

(h) PROPERTY INSURANCE: If the property is in a flood zone "A" or flood zone "V", the Municipality shall assure that the applicant maintains flood insurance on the property. If such insurance is not in place at the time of application, then the Municipality shall, before closing, obtain documentation evidencing such insurance coverage.

(i) DAMAGES FROM HURRICANE WILMA: The Municipality shall assure that the applicant's property suffered damages from Hurricane Wilma as previously described.

(j) RECEIPT OF SBA OR FEMA BENEFITS AND INSURANCE PROCEEDS: The Municipality shall assure that there is not duplication of benefits. The Municipality shall verify the receipt of any SBA and/or FEMA payments by the applicant in connection with Hurricane Wilma and shall document such. The Municipality shall verify the receipt of any insurance proceeds by the applicant in connection with Hurricane Wilma and shall document such.

(k) LEAD HAZARD PAMPHLET: The Municipality shall assure that each applicant has received a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", and shall obtain from the applicant a signed receipt for such pamphlet.

(l) LEAD NOTICE: For each property built before 1/1/78, the Municipality shall assure

that each applicant has received a Lead-based Paint Notice of Evaluation and/or Presumption and shall obtain from the applicant a signed receipt for such notice.

(m) ENVIRONMENTAL AND HISTORIC REVIEW: The Municipality shall assure that there are no environmental or historic considerations that would prevent the rehabilitation of the property, and that it has complied with all environmental and historic requirements.

(n) PRESENCE OF ASBESTOS: The Municipality shall assure that the rehabilitation of the property shall not cause any asbestos exposure and it shall comply with applicable asbestos regulations when there is evidence of a current or prior non-residential use at the property (the house and its surrounding site).

(o) HOUSEHOLD INCOME: The Municipality shall assure that the annual income of the household occupying the property to be rehabilitated as received from all sources, by household size, is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

M. PROGRAM COSTS, FUNDING LIMITS AND SECURITY:

(a) ELIGIBLE PROGRAM COSTS: The following expenses shall be regarded as eligible costs under the Program:

- Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures, which may be undertaken singly, or in combination.
- Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment.
- Improvements to increase the efficient use of water through such means as water saving faucets and shower heads and repair of water leaks.
- Improvements to provide windstorm protection to render rehabilitated homes less vulnerable to future wind related damage.
- Connection of residential structures to water distribution lines or local sewer collection lines (excluding payment of certain associated fees, such as impact fees, not eligible under the CDBG program).
- Costs of flood insurance premiums and associated service charges as established under the National Flood Insurance Program for a period of up to three years.
- Costs of inspecting, testing, and abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations.
- Costs associated with the processing of rehabilitation applications such as a title search or state and local fees for recording documents prepared in conjunction with the Program.
- Costs of obtaining construction related professional services including architectural, engineering, and surveying services, including the preparation of related technical documents, and inspections associated with execution of the content of such documents as pertains to the rehabilitation work.
- Costs of performing inspections of termite or other wood destroying organisms and extermination thereof.
- Construction contingency funds at an amount which is the lesser of five percent (5%) of the construction contract amount or $1,000.

(b) FUNDING LIMITS AND SECURITY: All costs for each applicant (not including any costs associated with the Program Office) shall be provided as a loan subject to the following:

- The maximum funding amount per applicant for payment of rehabilitation construction costs and incidental expenses regarded as eligible under this Agreement: $45,000.
- Security: A mortgage and promissory note, in the amount funded to the applicant, shall be executed by all property owners of record at the closing described below and shall be recorded by the Municipality in the public records of Palm Beach County

immediately after such closing. The Municipality shall be the mortgagee on all such mortgages and shall be the beneficiary of the promissory note(s).
Note: all additional funds, not included in the mortgage and promissory note(s), and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note(s), before such funds are expended. The notice of future advance and a copy of the promissory note(s) shall be promptly recorded by the Municipality in the public records in like manner.
- Interest rate: 0%.
- Term: 5 years.
- Repayment Provisions and Events of Default: No repayment shall be made by the mortgagor during the term of the mortgage, except that the entire principal amount of the loan (and any other amounts required by the mortgage) shall be repaid by the applicant in the event of default as specified in the mortgage including the lease, sale, transfer of title to, or disposition of, the mortgaged property.
- Repayment of funds during the term of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives during the term of this Agreement. The Municipality may request the County to add such transmitted funds received during the term of this Agreement to the amount funded under this Agreement for such uses as described in the Agreement.
- Repayment of funds after the expiration of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives after the expiration of this Agreement. The County shall then transmit such funds to the State. The provisions of this clause shall survive the expiration of this Agreement.

N. PROJECT APPROVAL:

Upon assurance of project compliance with the requirements of the Program, and formulation of a funding recommendation for the applicant, the Municipality shall submit to DES the entire applicant file compiled to date and a financial write-up of the project by which the Municipality requests DES to approve funding for the applicant. DES shall advise the Municipality of its determination concerning its review of the financial write-up within ten (10) working days of DES's receipt of the financial write-up.

The financial write up shall contain the following information:
- Applicant/Owner Information: the name and address of the applicant, the names of the owners, and a statement concerning the presence of any owners that do not occupy the property.
- Household Information: identify the persons in the household, their relationship and ages.
- Household Income Information: identify each household member receiving an income, the type of income, and the amount of monthly income, provide the household annual income, and a statement that the household is income eligible.
- Property Information: provide a unit description (one unit substandard detached residence), occupancy status (owner occupied), year built, year acquired, number of bedrooms, square footage area, a statement that the property sustained damages from Hurricane Wilma, and a statement that the property is located within the municipal boundaries.
- Property Obligations: identify the status of real estate tax and mortgage payments, and property insurance coverage.
- Project Costs: list all project costs for items such as Inspection/risk assessment report, clearance test, rehabilitation construction, termite treatment, recording fees, and construction contingency, and provide a total cost for the project.

- Receipt of Benefits/Proceeds: provide a statement concerning the applicants receipt of any SBA/FEMA benefits and/or any insurance proceeds, the amount thereof, and an explanation of which portion of such received funds will be contributed by the owner to the cost of the project.
- Funding Eligibility: provide a statement that the applicant is eligible to receive funding in accord with the Agreement between the County and the Municipality.
- Funding Recommendation: provide a funding recommendation indicating the recommended sources of funds, and the amount from each source, to meet the total cost of the project.
- Submission Statement: provide a statement identifying the person who prepared and submitted the financial write-up on behalf of the Municipality and provide a signature and date for submission from such person.
- Funding Approval: provide a section for DES to indicate its approval of the funding recommendation and a signature and date for such approval, and allow a section for DES

comments in this regard.

O. PROJECT CLOSING:

Upon approval of project funding by DES, the Municipality shall prepare certain project documents to be executed at the closing which shall be attended by The Advisor, the applicant, and the contractor for the project that has been selected through the bid process.

The Municipality shall assure that the following has occurred as a pre-requisite to closing:
- The Inspector shall conduct a pre-closing pre-construction site conference/walk-through with the applicant and the contractor. At this walk-through the participants shall review the scope of work to be performed, the schedule of work, and they shall establish whether there is a need for the homeowner to move any personal or household items to facilitate the contractor's work.
- The Advisor shall receive evidence of contractor insurance as specified in the bid documents and construction contract which evidence shall be placed in the applicant file.
- The Advisor shall verify that the project contractor does not appear on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs (see http://www.epls.gov/).
- For projects requiring lead-base paint abatement, the Advisor shall receive from the contractor an occupant protection plan prepared according to applicable regulations.

The closing shall be conducted by the Advisor who shall review all documents with the applicant prior to execution. The documents to be executed by the applicant shall include:
- Mortgage.
- Promissory Note.
- Notice of Commencement.
- Notice to Proceed.
- Contract for Exterminating Services (between the applicant and the exterminating company).
- Construction Contract (between the applicant and the contractor).

Note: All owners of record (including the applicant(s) who reside at the property and owners who reside elsewhere) must execute the mortgage and promissory note. In instances where the applicant has a life estate, all "remainder men" must join the applicant in executing the mortgage and promissory note.

The documents to be executed by the contractor shall include:
- Construction Contract (between the applicant and the contractor).
- Certification of Nonsegregated facilities.
- Certification of Eligibility of General Contractor.
- Noncollusion Affidavit of Prime Bidder.
- Anti-kickback Affidavit.

The Advisor shall provide the contractor blank payment request forms for the contractor's use, and after the closing shall obtain the exterminating company's counter signature on the Contract for Exterminating Services. The Municipality shall, immediately after the closing, assure that the original executed mortgage accompanied by a copy of the promissory note, and the notice of commencement are recorded in the public records of Palm Beach County. The Inspector shall, immediately after recording, assure that a certified copy of the recorded Notice of Commencement is posted in a visible location at the property to be rehabilitated.

The Municipality shall assure that all funds from other sources, except funds to be provided under this Agreement, intended for a project regardless of source shall be available at closing. This shall include all the applicant's contributions, all insurance proceeds and/or any payment from SBA/FEMA (or other agency), as well as all the Municipality's funds to be used for the project. All such funds, in the form of checks made payable to the Palm Beach County Board of County Commissioners, shall be transmitted to DES immediately after the closing for escrow.

For projects where lead-based paint abatement is to be performed and where the occupants of the house are to be temporarily relocated, the Advisor shall, at the closing, coordinate the abatement work days and the temporary relocation dates with the applicant, the contractor, the Inspector, and the hotel.

The Municipality shall use a Document Affidavit, a blank form of which shall be provided to it by DES, in connection with closings for property owners who are unable to read (for illiterate persons and for persons who due to a physical disability are unable to read), and who do understand English. The Advisor shall list on this affidavit all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to read these documents to the property owner. The Advisor shall prepare and deliver these documents to the reader in advance of the closing to allow enough time for reading. The Document Affidavit shall be executed by the reader and secured by the Advisor for the closing to be placed in the applicant file.

The Municipality shall use a Translated Document Affidavit, a blank form of which shall be provided to it by DES, in connection with closings for property owners who do not understand English. The Advisor shall list all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to translate these documents to the property owner noting that an oral translation is sufficient, provided that the nature and effect of the documents is translated. The Advisor shall prepare and deliver these documents to the translator in advance of the closing to allow enough time for translation. The Translated Document Affidavit shall be executed by the translator and secured by the Advisor for the closing to be placed in the applicant file.

P. REHABILITATION CONSTRUCTION:

The Inspector shall inspect the work in progress being performed by the contractor and review and approve all construction draws made against the contract. The applicant shall approve all work requested for payment. Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall not release such retainage until it has obtained written approval from DES that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES. **In the event that Municipality has failed to provide satisfactory and DES-approved project closeout documentation within thirty (30) days of the project completion, DES may recapture these funds.**

All lead-based paint remediation, temporary relocation of occupants, notifications, clearance testing, and related documentation shall be carried out in compliance with HUD lead-based paint regulations for projects funded under the Program. This shall include the provision of a Lead-based Paint Notice of Hazard Reduction Activity to the applicant after hazard reduction activities have been completed.

During construction, change orders for unforeseen code related work items necessitating an increase in the contract amount may be approved provided contingency funds are available. If contingency funds are insufficient, additional funds may be obtained for the project as described below. The Municipality shall request DES's approval of all change orders before they are signed regardless of whether or not the change orders cause an increase in the contract amount. DES shall advise the Municipality of its determination concerning its review of change orders within ten (10) working days of DES's receipt of the proposed change order.

Upon completion of the work, the contractor shall ensure that all work has been approved by the building department with jurisdiction over the project, and obtain the necessary permit approvals. The contractor shall request a final inspection by the Municipality which shall be followed by the Municipality providing the contractor with a punch list of deficiencies (if such deficiencies exist) to be corrected by the contractor prior to final payment.

When the work is fully completed, the Municipality shall obtain the applicant's approval of the final payment. The final payment shall be subject to the Municipality's receipt of the following from the contractor:

- Original building permits with Bldg. Dept. final approval, and Certificate of Completion.
- Original contractor's roof nailing affidavit.
- Original contractor's warranty showing the final inspection date/warranty start date.
- Original contractor's release of lien (with all subcontractors listed).
- Original subcontractors' releases of lien for subcontractors with Notices to Owner.
- Original abatement report for projects with lead-based paint abatement.

- Required product approvals.
- Manufacturers' warranties for equipment and appliances.

The Municipality shall pay the contractor for completed work that is contained in the construction contract as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

In connection with the first draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the Occupant Protection Plan for projects with lead-based paint abatement.
- A copy of the executed construction contract.
- A copy of the contractor's bid showing the work items and the cost of each.
- A copy of the contractor's payment request approved by the Inspector and the applicant, which shows the work items approved for payment and their costs, and which provides an accounting of the contract amount, change orders, retainages, payments to date, deductions and a computation of the approved payment.
- A copy of the check tendered in payment by the Municipality.

In connection with the interim draws for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

In connection with the final draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the contractor's roof nailing affidavit.
- A copy of the contractor's warranty.
- A copy of the contractor's release of lien.
- A copy of the abatement report for projects with lead-based paint abatement.
- A copy of the lead-based paint clearance test showing a pass designation after abatement.
- A copy of the Lead-based Paint Notice of Hazard Reduction Activity.
- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

Extermination, if necessary, shall be carried out after completion of construction and as scheduled by the Advisor. The Municipality shall inspect the extermination work and review and approve the payment for such services. The applicant shall also approve extermination work requested for payment.

The Municipality shall pay for the completed extermination work that is contained in the contract for exterminating services as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

Furthermore, in connection with the extermination services that are requested for reimbursement, the Municipality shall provide the following:
- A copy of the executed contract for exterminating services.
- A copy of the company's invoice approved by the Municipality and the applicant.
- A copy of the check tendered in payment by the Municipality.

Q. TEMPORARY RELOCATION POLICY:

The Municipality shall not cause the permanent dislocation of any persons as a result of implementing the Program. The parties to this Agreement recognize that the rehabilitation process may in some instances require the temporary relocation of the applicant and the applicant's household members due to activities such as lead-based paint abatement or during extermination of wood destroying organisms. Accordingly, the Municipality hereby adopts the below Temporary Relocation Assistance Policy and obligates itself to making the payments associated therewith without seeking reimbursement from DES for all such payments. The Municipality agrees that DES shall not reimburse any of these payments.

Temporary Relocation Assistance Policy: Should in the course of rehabilitation activities undertaken under the Program envisioned by this Agreement, the necessity arise to temporarily relocate the members of the household where rehabilitation is being performed (while lead-based paint abatement is taking place, or during extermination of wood destroying

organisms, for example), then the Municipality shall pay for the cost of accommodations (hotel/motel) incurred while temporarily housing such household members away from the home being rehabilitated. The Municipality shall endeavor to minimize the cost of such accommodations while arranging for accommodations that are as close to the home being rehabilitated as possible, for the least number of nights possible, and while minimizing disruption to the family (that is, maintaining proximity to day care, schools, or work).

The Municipality shall not secure any such temporary relocation payments by the mortgage given by the applicant under the Program. Nothing herein shall preclude the applicant from voluntarily temporarily relocating to a location of the applicant's choice (such as with friends or family) while Program activities are underway without seeking payment from the Municipality.

R. PROJECT CLOSEOUT:

After all project contracts, invoices, and expenses have been paid, the Municipality shall prepare and submit to DES, along with the entire applicant file compiled to date, a closeout statement which shall show all allocated funds, and an itemized listing of all payments made on behalf of the applicant, and all undisbursed funds and their disposition. Funds that have been secured by the mortgage and that have not been expended shall be credited by the Municipality to the applicant as a principal reduction of the loan. The closeout statement, shall be prepared and signed by the Advisor, and shall be placed in the applicant file with a copy provided to the applicant.

S. OTHER RELATED MATTERS:

(a) PROGRAM DOCUMENTS: Prior to the Municipality's use of any documents listed below in connection with this Agreement, the Municipality shall submit the following to DES for approval: Lead-Based Paint Notice of Evaluation And/Or Presumption, Lead-based Paint Notice of Hazard Reduction Activity, bid documents and solicitation documents for all services, construction contract, notice of commencement, release of liens, warranty, extermination contract, mortgage, promissory note, notice of future advance, and affidavits. The Municipality shall use the above documents as approved by DES in connection with this Agreement. After the execution of this Agreement, the Municipality agrees to submit, in like manner, any other Program documents requested of it by DES for review and approval.

(b) DATE VALIDITY OF DOCUMENTS: The below identified documents contained in applicant files at the time of funding approval by DES shall be no more than six months old:
- Income verifications and income affidavits.
- Verification of real estate and mortgage liabilities.
- Evidence of owner's funding.

Note: Construction and extermination contractor's bid proposal validity date may be voluntarily extended by a letter from the contractor, and if not voluntarily extended by the contractor, the Municipality shall procure such services again through the bid process.

(c) ADDITIONAL FUNDING: The Municipality may request additional funding in excess of amounts approved by DES for a project (such as for change orders), provided that the sum of additional funding and original project funding does not exceed the funding limit per applicant established in this Agreement. In its request, the Municipality shall identify the purpose of the additional funds and provide a detailed accounting of the items to be funded.

In the instance where such sum would exceed the funding limit per applicant established in this Agreement, the applicant shall be given the opportunity to make up any funding short fall, and if not made up by the applicant, the Municipality may request DES for a waiver allowing the sum to exceed such limit. The approval of waivers, if recommended by DES, shall be made by means of an amendment to this Agreement to be executed by the parties with the same formality as this Agreement. Waivers may be considered in connection with the need for additional funds arising from unforeseen conditions related to the construction rehabilitation at the property, or in connection with any other needs deemed appropriate by DES and otherwise regarded as eligible program costs as identified herein.

All additional funds, not included in the mortgage and promissory note, and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note, before such funds are expended. The notice of future advance and a copy of the promissory note shall be promptly recorded by the Municipality in the public records of Palm Beach County.

(d) TERMINATION OF FUNDING: The Municipality shall take steps to terminate funding and accelerate loan repayment during the rehabilitation process if:
- The applicant refuses or fails to allow the rehabilitation work to commence within thirty (30) days from construction contract award.
- The applicant refuses or fails to allow completion of rehabilitation after commencement.
- The applicant refuses to authorize payments associated with the project which have been deemed payable by DES's Director.
- An event of default occurs as specified in the mortgage or promissory note.
The Municipality shall give the applicant notice of such termination and/or acceleration, as appropriate, with legal follow-up where necessary.

(e) SUBORDINATION OF MORTGAGE: The Municipality shall establish a written policy for the future subordination of mortgages taken in connection with this Agreement provided that such policy aims at preserving homeownership, and provided that the execution of such subordination preserves or enhances the encumbered property's value, and that the execution of such subordination does not adversely affect the Municipality's financial interest in the rehabilitated property. **The provisions of this clause shall survive the expiration of this Agreement.**

(f) SATISFACTION OF MORTGAGE: The Municipality shall issue the applicant a satisfaction of mortgage when the applicant has complied with all the terms and conditions contained in the mortgage and promissory note. Upon issuance, the Municipality shall record the satisfaction of mortgage in the public records of Palm Beach County and shall transmit the original to the applicant. The original recorded satisfaction of mortgage document shall be accompanied by the original mortgage and promissory note when transmitted to the applicant. **The provisions of this clause shall survive the expiration of this Agreement.**

(g) RETENTION OF APPLICANT FILES: All applicant files (files for completed projects, files that are incomplete, and files for rejected applications) shall be retained by the Municipality for a period of six (6) years from the date of final closeout of the agreement between Palm Beach County Board of County Commissioners and the State of Florida for the 2005 Disaster Recovery Initiative Program, or the statutory required period (F.S. Chapter 119), whichever is longer. **The provisions of this clause shall survive the expiration of this Agreement.**

T. SECTION 3 REQUIREMENTS:

The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement, and shall report their compliance efforts on Exhibit "I," referenced as "Section 3 Compliance Information," which is attached hereto and incorporated by reference. Information on Section 3 is available from DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other

impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

U. REPORTS:

The Municipality shall submit to DES detailed monthly and semi-annual reports as described below:

(a) MONTHLY REPORT: The Municipality shall submit to DES detailed monthly progress reports in the form provided as Exhibit "D" to this Agreement. Each report must account for the total activity for which the Municipality is funded under this Agreement. The progress reports shall be used by DES to assess the Municipality's progress in implementing the project.

(b) SEMI-ANNUAL REPORT: The Municipality shall submit to DES detailed semi-annual reports in the form provided as Exhibit "E" to this Agreement. During the term of this Agreement, the Municipality shall each 31st day of March submit such report for the prior six month period beginning on the preceding 1st day of October, and ending on said 31st day of March. In addition, during the term of this Agreement, the Municipality shall each 30th day of September submit such report for the prior six month period beginning on the preceding 1st day of April, and ending on said 30th day of September.

(c) CLOSEOUT REPORTS: After the completion of all activities funded under this Agreement, the Municipality shall submit to DES the closeout reports identified as the Housing Benefit Report and the Beneficiary Data Report in the from provided as Exhibits "F" and "G" to this Agreement and incorporated by reference.

(d) OTHER REPORTS: The Municipality agrees to submit to DES any other reports required by the State in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.

The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

V. MONTHLY PERFORMANCE REQUIREMENTS: The time frame for completion of all outlined activities shall be September 16, 2012. The Municipality shall meet these monthly requirements by the timely performance, documentation, and completion of the following tasks:

(1) Final Housing Units Rehabilitated May to August, 2012

(2) Final Draw Down of Rehab/Mitigation August and September, 2012

This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion, or lack thereof, of the Monthly Performance Benchmarks and/or the rate of expenditure of funds, as determined by HCD.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Monthly Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future grant awards.

The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter of the Municipality's compliance with the above.

The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

III. THE COUNTY AGREES TO:

A. Provide funding for the above specified activities during the term of this Agreement, as follows:
   (a) An amount of $1,105,745: For payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).
   (b) An amount of $75,000, from the amount $1,105,745 allocated for rehabilitation construction costs, is eligible for activity delivery costs.

B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by DES and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.

D. The County shall perform an environmental review of each project, and review and approve all aspects and expenditures of each project as specified herein. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.

EXHIBIT "B"

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

I, the undersigned, authorize the Federal Emergency Management Agency (FEMA), the State of Florida, and appropriate agencies of the State of Florida responsible for providing disaster assistance to release information relating to my eligibility for monetary or other forms of assistance arising from the major disasters declared: Hurricanes Katrina FEMA-DR-1602-FL (dated August 28, 2005), and/or Wilma FEMA-DR-1609-FL (dated October 24, 2005) to those agencies that provide disaster-related assistance. This authorization permits the release of information that is deemed confidential under Federal and State Privacy Acts.

This authorization is given to obtain and/or provide assistance I need as a result of the prior referenced federal disaster(s) to insure that benefits are not duplicated. It includes the sharing of information about my applicati0on in FEMA's possession or under FEMA's control.

This authorization includes only information necessary to allow the appropriate agency or organizations to determine if I am eligible for assistance from that agency or organization. This information is not to be used for any other purpose.

I also understand and acknowledge that signing this does not guarantee that I will get assistance from Voluntary Agencies and/or appropriate Federal and State agencies. However, without my permission, my information cannot be shared with other agencies or organizations for consideration. I understand that I will still receive all FEMA assistance for which I am eligible.

This Authorization is submitted pursuant to 28 U.S.C. § 1746 under penalty of perjury.

OPTIONAL - I choose to exclude the following agencies from access to this information:

_____

I understand that it is my choice to sign this Release:

_____ _____

Name (Printed) Date

_____

Signature

Pre-Disaster Address: _____

Current Address: _____

Phone or Message #: _____ FEMA Registration #: _____

EXHIBIT "C"

ENVIRONMENTAL REVIEW CHECKLIST REQUEST

1. REQUESTING AGENCY NAME

2. CONTACT PERSON

Name:		Date:	

3. CONTACT INFORMATION

E-Mail:		Phone:	

4. HOMEOWNER / HOMEBUYER / PROJECT NAME

5. FUNDING SOURCE

[ ] CDBG [ ] HOME [ ] DRI [ ] NSP1 [ ] NSP2 [ ] Other: _____

6. ACTIVITY TYPE

[ ] Direct Homeownership Assistance/Subsidy to the homebuyer for:
- [ ] S/F New construction
- [ ] S/F Acquisition with [ ] minor Rehab [ ] major rehab
- [ ] S/F Acquisition

[ ] Residential New Construction:
- [ ] 1-4 units
- [ ] 5+ units

[ ] Housing Rehabilitation:
- [ ] Residential: [ ] 1-4 units [ ] 5+ units
- [ ] Non-residential conversion to residential

[ ] Acquisition:
- [ ] Existing Residential Properties without Rehabilitation: Number of Units: ____
- [ ] Existing Residential Properties with Rehabilitation: Number of Units: ____
- [ ] Land Acquisition: Proposed Number of Units: ____
- [ ] Existing Non-Residential Structures for Conversion: Proposed Number of Units: ____

[ ] Demolition:
- [ ] Existing Residential: [ ] 1-4 units [ ] 5+ units
- [ ] Non-residential

[ ] Capital Improvements:
Specify: _____

7. PROPERTY INFORMATION

Property Address:	
Property Owner(s):	
Property Control No:	
Property is:	[ ] Vacant [ ] Owner occupied [ ] Tenant occupied
Year Built:	_____ (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

8. ENVIRONMENTAL PHASE 1 AUDIT:

Has an environmental Phase I audit been conducted for the property?

[ ] No [ ] Yes (If yes, attach a copy of the report)

9. FOR REHABILITATION PROJECTS:

Describe the proposed rehabilitation work: _____

10. TYPE OF STRUCTURE:

[ ] Single Family
[ ] Multi Family Structure - Number of Units: _____
[ ] Commercial
[ ] Other - Specify: _____

ENVIRONMENTAL REVIEW CHECKLIST REQUEST - Continued

11. ZONING DESIGNATION AND COMPLIANCE:
Zoning designation: _____
Does the structure comply with the applicable zoning requirements? [ ] Yes [ ] No

12. UTILITIES:
Is this property served by a water main? [ ] Yes [ ] No
Is this property presently served by a sewer line? [ ] Yes [ ] No

REQUEST SUBMITTED BY:

_____ _____ _____

Name Signature Date

REHABILITATION JUSTIFICATION
AND
HISTORICAL BACKGROUND INFORMATION

For structures built more than 50 years ago:

1. Provide a detailed justification for the rehabilitation of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs:

_____

2. Provide information on any historical events or individuals known to be associated with the above stated property:

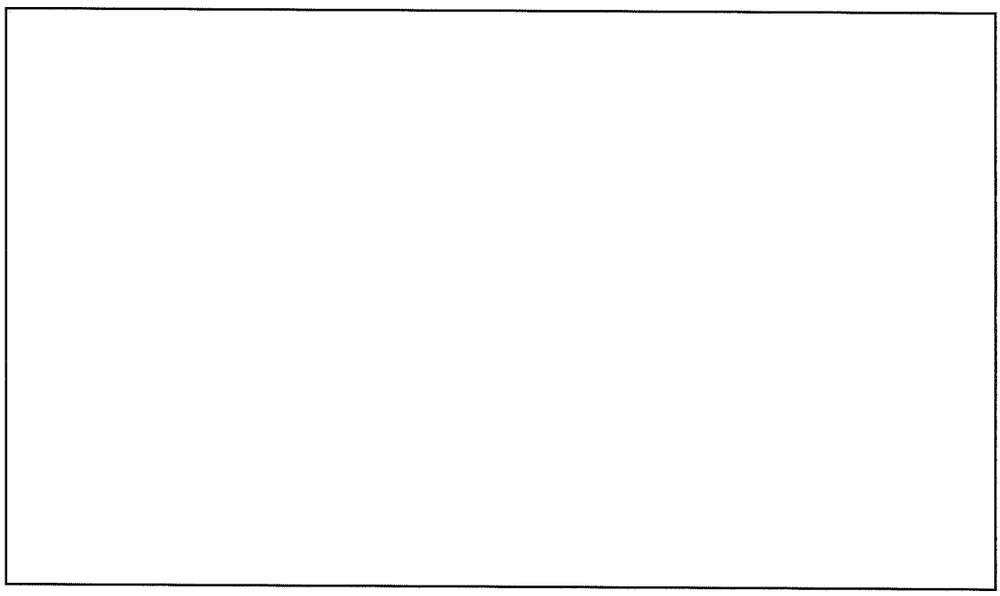
_____

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings:

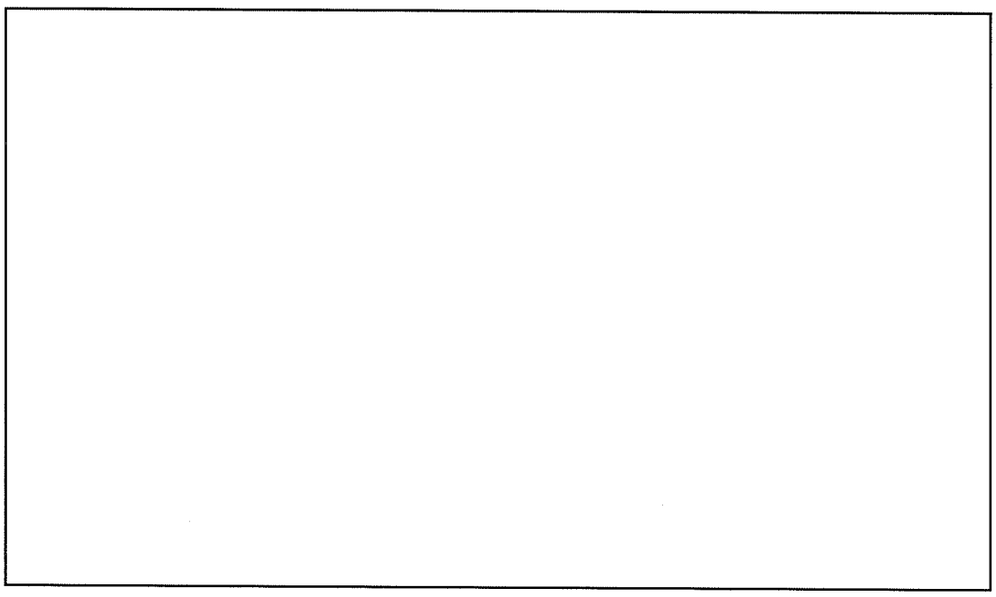
_____

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	
PHOTO DATE:	



FRONT VIEW



SIDE VIEW

EXHIBIT "D"

PALM BEACH COUNTY
DEPARTMENT OF ECONOMIC SUSTAINABILITY

MONTHLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____
Subrecipient Name:	**City of Riviera Beach**
Project Name:	Project Name – Housing Rehab
Report Prepared By:	_____ _____ _____ Name Signature Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:$_____ Other Funds:$_____

Amounts Expended to Date:

//	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	$	$	%
Other Funds:_____	$	$	%
Other Funds:_____	$	$	%
TOTAL:	$	$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

_____

_____

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):_____

_____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period:_____

_____

_____

Describe any problems encountered during this reporting period:_____

_____

Other comments:_____

_____

_____

I, _____, do hereby certify that the City of Riviera Beach has met all of its Monthly Performance Requirements (Exhibit "A", Paragraph V) referenced in the Agreement during this reporting period.

_____
Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CREIS
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT "D" Continued

PALM BEACH COUNTY
DEPARTMENT OF ECONOMIC SUSTAINABILITY

TENANT INFORMATION REPORT

Project Name:	City of Riviera Beach – Housing Rehab		
Report Period:	From _____, 20___ to _____, 20___		
Prepared By:			
Report Date:	_____, 20___	**Page** _____ **of Pages**	

Fill in the required information for each apartment or place a check mark where applicable.

	Unit No. ___	**Unit No. ___**	**Unit No. ___**	**Unit No. ___**
Tenant Name:				
Lease start date:				
No. of bedrooms:				
Household Income at 30% of AMI or less	[ ]	[ ]	[ ]	[ ]
Household Income at or below 50% of AMI but greater than 30% of AMI	[ ]	[ ]	[ ]	[ ]
Household Income at or below 80% of AMI but greater than 50% of AMI	[ ]	[ ]	[ ]	[ ]
Household Income at or below 120% of AMI but greater than 80% of AMI	[ ]	[ ]	[ ]	[ ]
Female Head of Household	[ ]	[ ]	[ ]	[ ]
Disabled Head of Household	[ ]	[ ]	[ ]	[ ]
Hispanic Ethnicity	[ ]	[ ]	[ ]	[ ]
White	[ ]	[ ]	[ ]	[ ]
African American	[ ]	[ ]	[ ]	[ ]
Asian	[ ]	[ ]	[ ]	[ ]
American Indian or Alaskan Native	[ ]	[ ]	[ ]	[ ]
Native Hawaiian Pacific Islander	[ ]	[ ]	[ ]	[ ]
American Indian or Alaskan Native and White	[ ]	[ ]	[ ]	[ ]
Asian and White	[ ]	[ ]	[ ]	[ ]
African American and White	[ ]	[ ]	[ ]	[ ]
American Indian/Alaskan Native and African American	[ ]	[ ]	[ ]	[ ]
Other Multi-racial	[ ]	[ ]	[ ]	[ ]

EXHIBIT "E"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
CONTRACTUAL OBLIGATIONS AND MBE REPORT

Project Name:	**City of Riviera Beach – Housing Rehab**	**Report Date:**		**Page _____ of _____ Pages**
Report Period:	[ ] October 1, 200___, to March 31, 200___.[ ] April 1, 200___, to September 30, 200___.	**Prepared By:**		

(1) Contractor/Subcontractor name and address (fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. that are funded under the agreement for this project. All Contractors and subcontractors (with contracts over $10,000) that are paid with CDBG funds must be included. Do not list previously reported information.	(2) Prime Contractor Employer Identification Number *	(3) Subcontractor Employer Identification Number (see below)	(4) Amount of Contract or Subcontract	(5) Type of Trade Code (1 thru 3) (see below)	(6) Contractor or subcontractor Racial/Ethnic Code (1 thru 6) (see below)	(7) WBE (yes or no)	(8) Section 3 (yes or no)
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
(3) When subcontractor employer identification is used, information in columns 4 through 8 must reflect the subcontractor information, not the prime contractor's information; also include the prime contractor's employer identification number. * Employer identification number or social security number		(5) Type of Trade Codes: 1 = New Construction (including rehab, water, and sewer 2= Education/Training 3= Other (including supply, professional services and other activities except construction and education/training)		(6) Racial/Ethnic Code: 1=White American 4= Hispanic American 2= Black American 5= Asian/Pacific American 3= Native American 6=Hasidic Jews (7) WBE = Women Business Enterprise			

EXHIBIT "F"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
HOUSING BENEFIT REPORT

Project Name:	City of Riviera Beach 2005 DRI Housing Rehabilitation	**Prepared By:**		**Report Date:**		**Page ____of _____ Pages**

Name of Owner	Name of Occupant	Street Address (Street, city, zip) (If replacement, new address)	Total Cost of Rehab or Replacement	Total DRI Funds Invested	Date Completed	Rehab (Yes/No)	Replacement (Yes/No)	No. Of Bedrooms	Unit Made Handicapped Accessible (Yes/No)	Unit Qualified as "energy star" (Yes/No)	Unit Brought into Compliance with Lead Safety Requirements (Yes/No)
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							

EXHIBIT "G"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY

BENEFICIARY DATA REPORT

Project Name:	City of Riviera Beach – 2005 DRI Housing Rehabilitation		
Prepared By:		**Report Date:**	

	Number
Total Beneficiaries: Proposed	
Total Beneficiaries: Actual	
LMI Beneficiaries: Proposed (80% of AMI or Less)	
LMI Beneficiaries: Actual (80% of AMI or Less)	
VLI Beneficiaries: Proposed (50% of AMI or Less)	
VLI Beneficiaries: Actual (50% of AMI or Less)	
Male	
Female	
Disabled	
Female Head of Household	
Elderly	
Hispanic Ethnicity	

	No. of Units **Owner** Occupied	No. of Units **Renter** Occupied
White		
African American		
Asian		
American Indian or Alaskan Native		
Native Hawaiian Pacific Islander		
American Indian or Alaskan Native and White		
Asian and White		
African American and White		
American Indian/Alaskan Native and African American		
Other Multi-Racial		
Total: (Same as Total Beneficiaries: Actual shown above)		

EXHIBIT "H"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
DRI DAMAGE ASSESSMENT REPORT

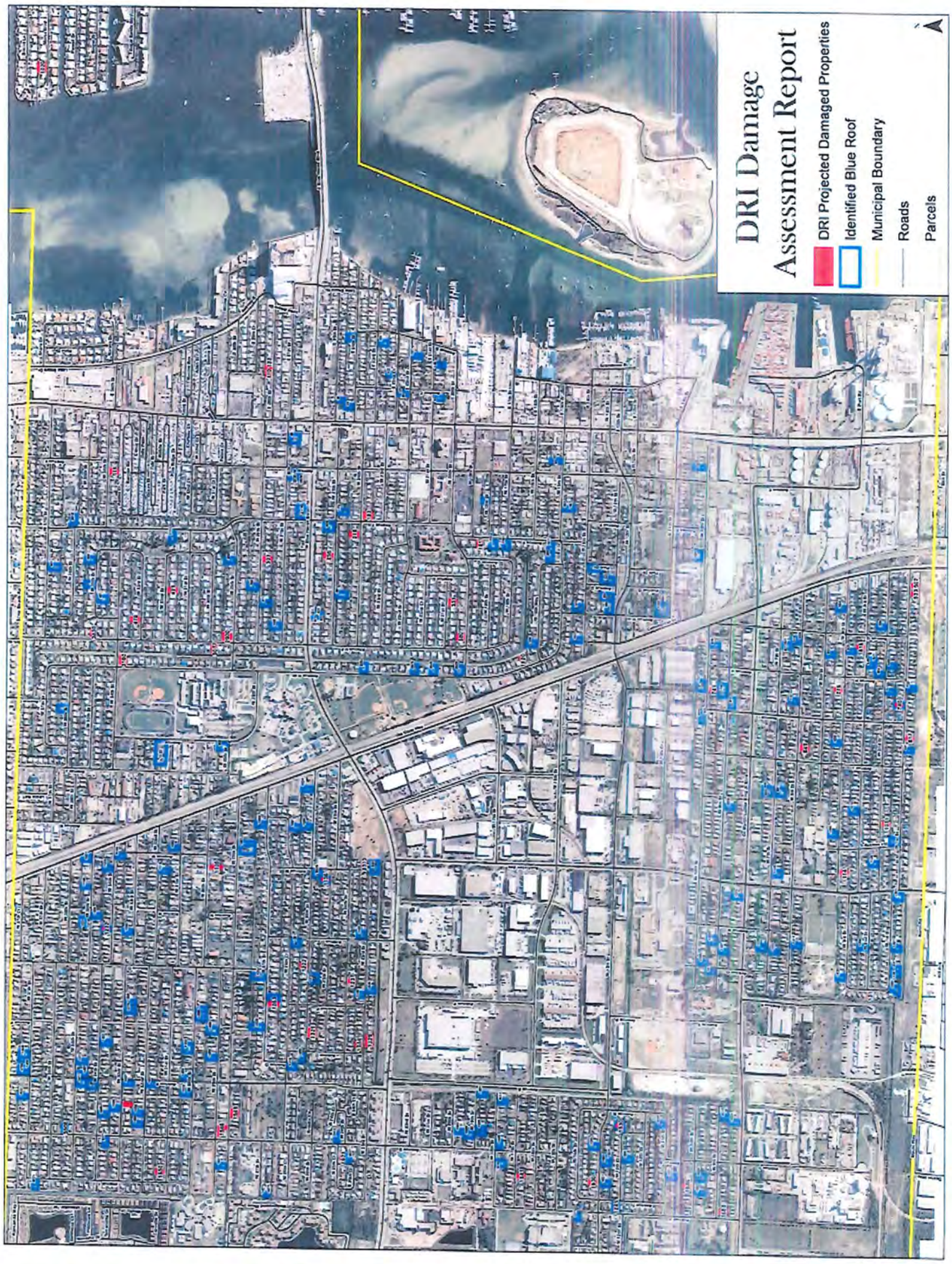


EXHIBIT "I"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
SECTION 3 COMPLIANCE INFORMATION

(Construction Prime Contractor)

Local Government City of Riviera Beach CDBG Contract # _____

Project: _____

Part A: Completed only by the prime contractor if the contract amount is at least $100,000.

Contractor Name: _____ Contract Amount: $_____

1. Does the business qualify as a "Section 3 Business Concern" because
   a) It is at least 51% owned by Section 3 residents*, ☐ Yes ☐ No

   OR

   b) At least 30% of its permanent full-time employees are
      i) Currently Section 3 residents*, **OR** ☐ Yes ☐ No
      ii) Were Section 3 residents* within first 3 years of employment, ☐ Yes ☐ No

   OR

   c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above? ☐ Yes ☐ No

   If **yes**, list any Section 3 subcontractors and subcontract amount:

   Name: _____ Amount: $_____

   Name: _____ Amount: $_____

   Name: _____ Amount: $_____

2. Will the contractor be hiring any additional staff (office or field) for this project? ☐ Yes ☐ No

   If **yes**, what types of jobs (e.g., laborer, equipment operator), and how many additional hires estimated in each job type?

_____

_____

_____

_____

_____

_____

_____

*Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) *A low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

EXHIBIT "I" (Continued)

Section 3 Compliance Information
(Construction Subcontractor)

Part B: Completed only by construction subcontractors if the prime contract is at least $100,000 (Do not include equipment or material suppliers unless they are installing also.)

Subcontractor Name: _____ Subcontract Amount: $_____

1. Does the business qualify as a "Section 3 Business Concern" because
   a) It is at least 51% owned by Section 3 residents*, ☐ Yes ☐ No

   OR

   b) At least 30% of its permanent full-time employees are
      i) Currently Section 3 residents*, **OR** ☐ Yes ☐ No
      ii) Were Section 3 residents* within the first three years of employment. ☐ Yes ☐ No
2. Will the subcontractor hire any additional staff (office or field) for this project? ☐ Yes ☐ No

   If ***yes***, what types of jobs (e.g., laborer, equipment operator, and how many additional hires estimated in each job type?

   _____
   _____
   _____
   _____
   _____
   _____

*Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) *A low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

Section 3
Palm Beach County Income Limits
For
West Palm Beach – Boca Raton - Delray
Effective December 12, 2011

NUMBER OF PERSONS IN HOUSEHOLD	INCOME LIMIT AT 80% OF MEDIAN INCOME
1	$40,550
2	$46,350
3	$52,150
4	$57,900
5	$62,550
6	$67,200
7	$71,800
8	$76,450

EXHIBIT "J"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM:	Asbestos Containing Building Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Economic Sustainability
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Health and Safety Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant, (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting must be done for all asbestos containing building materials (ACBM) indicating less than 1% asbestos (to determine if any asbestos is present).
- Samples of vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM).
- Joint compound shall be analyzed as a separate layer.
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed (in lieu of sampling the roof, it may be presumed to contain asbestos).

For Demolition Projects:

- Point counting must be done for all "friable" asbestos containing building materials (ACBM), indicating less than 1% asbestos. This includes joint compounds (to be analyzed as a separate layer), and vinyl asbestos tile.
- Roof materials shall be presumed to be asbestos containing.

If the Municipality has a recent asbestos survey report prepared by a licensed asbestos consultant, a copy may be provided to DES and PBCAC for review to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Municipality or requested by DES. A copy of the completed survey will be forwarded to the Municipality. All asbestos surveys shall be forwarded to the PBCAC.

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal, (such as asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.

(b) Asbestos Abatement work may be contracted by the Municipality or by DES upon request.

(c) If the Municipality contracts the asbestos abatement, the following documents are required to be provided to the DES and the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(d) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement.

DES will provide a copy of all contractor and consultant documents to the Municipality.

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, Standard Interpretation (OSHA), Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003. The renovation contractor must submit a work plan to DES and the PBCAC prior to removal of the materials.

B. DEMOLITION

All "friable" ACBM must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC prior to demolition. Friable materials include: resilient asbestos tile and mastic which is not intact, linoleum, asbestos containing joint compound, asbestos containing cement panels (e.g. transite), etc.

Intact resilient tile and asbestos roof materials may be demolished with adequate controls (e.g. wet method) by a demolition contractor provided the contractor is aware of the asbestos containing materials present and exercises adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to insure proper control measures and waste disposal. Any exceptions to these guidelines may be requested through DES prior to the removal, (such as asbestos containing roofs, transite pipe). Exceptions may be granted by DES prior to the removal, (i.e. asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from DES and the PBCAC.

(a) Asbestos Abatement work may be contracted by the Municipality or by DES upon request.

(b) If the Municipality contracts the asbestos abatement, the following documents must be provided to the PBC/DES and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DES. DES will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact".
3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspect asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAPS NOTIFICATION

A. RENOVATION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to an asbestos renovation that includes regulated asbestos containing material greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Municipality (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least 3 working days prior to the removal.

B. DEMOLITION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to the demolition. The NESHAP notification shall be sent return receipt requested to the address shown below with a copy to DES. DES shall provide a copy to the PBCAC. All fees shall be paid by the Municipality.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Municipality, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M – National Emission standard for Asbestos, revised July 1991

(b) Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute, NRCI, Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995

(i) US Dept of Labor, Standard Interpretation (OSHA)
1. Application of the asbestos standard to demolition of buildings with ACM in Place, 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: 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 AGREEMENT FOR REHABILITATION CONSULTANT SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., IN ASSOCIATION WITH THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT, ALLOCATING NO MORE THAN $5,000 PER REHABILITATION PROJECT, NOT TO EXCEED A TOTAL OF $105,000, COMMENCING FEBRUARY 7, 2013 TO JUNE 15, 2013; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends approval of this resolution.

Originating Dept.	Community Development	**Costs:**	Up to $105,000 of the originally allocated $1,236,000 for the implementation of the DRI Program, not to exceed $5,000 per completed rehabilitation project.
User Dept.	City	**Funding Source:**	Disaster Recovery Initiative Program.
Advertised:	No	**Budget Account Number:**	116-0717-525-0-4602 Repair & Maint.
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
In 2008, Palm Beach County entered into a contract with the State of Florida, Department of Community Affairs in connection with the United States 2005 Disaster Recovery Initiative (DRI) Program in which the State had grant funds provided by the United States Department of Housing and Urban Development via the Community Development Block Grant Program for damages incurred from Hurricane Wilma in 2005. In March 2008 the City entered into its initial agreement with Palm Beach County in the amount of $1,236,000 for the implementation of the DRI Program; with

subsequent amendments in April 2009, October 2009, February 2010, August 2010, and January 2011. A new agreement was approved in June 2012, which was amended in September 2012 to extend the program completion date from September 2012 to June 2013 and also amended in November 2012 to increase rehabilitation expenses from up to $45,000 to up to $80,000 per residence.

Palm Beach County has provided the City with DRI Agreement Amendment 003, which defines services and establishes a budget for a Rehabilitation Consultant, providong no more than $5,000 per completed rehabilitation project, not to exceed $105,000 of the originally allocated $1,236,000. Assistance under the program will be provided in order to repair damages caused by Hurricane Wilma while upgrading structures to meet applicable housing and building codes. To date, 35 of the initial 85 applications have been closed, (10 completed, 25 ineligible). Over $700,000 of the initial $1,236,000 will remain available for DRI Program construction costs once $105,000 is allocated for payment of a Rehabilitation Consultant. Guardian Community Resource Management, Inc., has demonstrated that they are well qualified to act as the Rehabilition Consultant in association with the DRI Program Agreement. Staff anticipates that this Agreement will allow for 20 additional houses to be completed by the June 2013 program deadline.

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: 116-0717-525-0-4602 Repair & Maint.

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

Disaster Recovery Initiative Program.

C. Department Fiscal Review

No comment.

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

No comment.

Contract Details

Contract Start Date	February 7, 2013
Contract End Date	June 15, 2013
Renewal Start Date	n/a
Renewal End Date	n/a
Number of 12 month terms this renewal	n/a
Dollar Amount	up to $105,000
Contractor Company Name	Guardian Community Resource Management, Inc.
Contractor Contact	Ms. Christine Alday, President & CEO
Contractor Address	Payments sent to: Guardian CRM, Inc. 3020 Bruton Road Plant City, FL 33565 Notices sent to: Guardian CRM, Inc. 930 Marcum Road, Suite 3 Lakeland, FL 33809
Contractor Phone Number	863-937-9035
Contractor Email	christine.alday@guardiancrm.com
Type of Contract	Professional services
Describe	

ATTACHMENTS:

Name:	Description:
Resolution,_DRI_Program_Consulting_Services_Contract.doc	Resolution, DRI Program Consulting Services Contract
Consulting-Professional_Services_Contract-Guardian_CRM_Inc.SOW.2.6.13.pdf	Consulting-Professional Services Contract-Guardian CRM Inc.SOW.2.6.13
DRAFT_DRI_Agreement_Amendment_#003.pdf	DRAFT DRI Agreement Amendment #003
DRI_Agreement_Amendment_#002,_Signed.pdf	DRI Agreement Amendment #002
DRI_Agreement_Amendment_#001,_Signed.pdf	DRI Agreement Amendment #001
DRI_Agreement_-_June_27,_2012.pdf	DRI Agreement - June 27, 2012

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 REHABILITATION CONSULTANT SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., IN ASSOCIATION WITH THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT, ALLOCATING NO MORE THAN $5,000 PER REHABILITATION PROJECT, NOT TO EXCEED A TOTAL OF $105,000, COMMENCING FEBRUARY 7, 2013 TO JUNE 15, 2013; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative (DRI) Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, in March 2008, the City was allocated $1,236,000 under the original contract with the County to implement specified DRI Program activities; and

WHEREAS, the agreement between the City and the County dated March 24, 2008 was amended in April and October 2009, August 2010, and January 2011, and a new agreement was executed in June 2012, and amended in September and November 2012, and February 2013; and

WHEREAS, amendment 003 defines services and establishes a budget for a Rehabilitation Consultant; and

WHEREAS, amendment 003 allocates no more than $5,000 per completed rehabilitation project, not to exceed a total of $105,000 of the originally allocated $1,236,000, for rehabilitation consultant services, in order to continue implementation of the DRI Program; and

WHEREAS, Guardian Community Resource Management, Inc., has demonstrated that they are well qualified to act as the Rehabilitation Consultant in association with the DRI Program Agreement.

WHEREAS, the City Council desires to retain the services of Guardian Community Resource Management, Inc., in order to continue implementation of the DRI Program.

WHEREAS, the agreement commences on February 7, 2013 and expires on June 15, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the Mayor and City Clerk to execute the agreement for Rehabilitation Consulting Services with Guardian Community Resource Management, Inc.

SECTION 2. Compensation shall be no more than $5,000 per rehabilitation project, not to exceed a total of $105,000 of the originally allocated $1,236,000.

SECTION 3. The City Council authorizes the Finance Director to disburse funds in accordance with this Agreement.

SECTION 4. A copy of the Agreement is attached hereto and made part of this Resolution.

SECTION 5. 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

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
JUDY L. DAVIS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH
CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

This Contract is made as of this ____ day of _____, 2013, by and between the City of Riviera Beach, Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Guardian Community Resource Management, Inc., [ ] an individual, [ ] a partnership, [**X**] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is _____.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services associated with the Disaster Recovery Initiative Program, hereinafter referred to as DRI, specifically functioning as a Rehabilitation Consultant, details thereof set forth, but not limited to, the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Mary McKinney, Director of Community Development or designee: phone, 561-845-4060 or email, mmckinney@rivierabch.com.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on February 7, 2013 and complete all services by June 15, 2013.

Rehabilitation Consultant work products shall be delivered or completed in accordance with Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the DRI Agreement, as amended from time to time, between the City and Palm Beach County. The total and cumulative amount of this Contract shall not exceed $105,000, with no more than $5,000 paid per completed rehabilitation project. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the City.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of 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 as Exhibit "A". If eligible for reimbursement, The Finance Department requires that 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, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'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 in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

Payments to the CONSULTANT shall be sent to:

Guardian CRM, Inc.
3020 Bruton Road
Plant City, FL 33565

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT 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 CONSULTANT; 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 CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT 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 progress, 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 CONSULTANT 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 CONSULTANT 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.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'S personnel and all of the CONSULTANT'S subcontractors will comply with all CITY requirements governing conduct, safety, and security while on or utilizing CITY premises/property.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONSULTANT shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment 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 CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by CITY staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further 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 Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT 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 the DRI Agreement between the CITY and Palm Beach County, as amended from time to time.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT 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 CONSULTANT 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 CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.

D. The CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

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, such party shall then, 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 CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional

wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT 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 CONSULTANT not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONSULTANT 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 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT 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. Except as above, neither the CITY nor the CONSULTANT 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 CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held within Palm Beach County.

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 16 - CONFLICT OF INTEREST

The CONSULTANT 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 CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT 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 CONSULTANT 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 CONSULTANT's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract 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 CONSULTANT 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 consultant 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 CONSULTANT'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 Contract.

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 or similar 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 CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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 CONSULTANT 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 CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT 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 CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT 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, CONSULTANT 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 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally 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 upon request.

The CONSULTANT shall be solely responsible for obtaining 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 F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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 CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT 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 Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the CITY shall be mailed to:

City of Riviera Beach
ATTN: Ruth C. Jones, City Manager
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

If sent to the CONSULTANT shall be mailed to:

Guardian Community Resource Management, Inc.
ATTN: Christine Alday, President & CEO
930 Marcum Road, Suite 3
Lakeland, FL 33809

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract 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 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 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT 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 Contract. 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 CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract. The CITY and CONSULTANT shall work in an expeditious manner to complete DRI Program objectives as set forth in the aforementioned DRI Agreement and the Scope of Work described in Exhibit "A".

ARTICLE 33 - 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 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT 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 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT 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, Christine Alday, President & CEO of Guardian Community Resource Management, Inc., hereby represents to the CITY that 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 is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - 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 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, 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 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City Manager of the City of Riviera Beach.

ARTICLE 41 - 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 42 – 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 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that 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 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 CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT 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 CONSULTANT; or

c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT'S property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT'S property and such temporary or

permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONSULTANT shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of the CONSULTANT'S receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
RUTH JONES
CITY MANAGER

DATE: _____

GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.

BY: _____
CHRISTINE ALDAY
PRESIDENT & CEO

DATE: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN
CITY ATTORNEY

DATE: _____

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
MARY MCKINNEY
DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: _____

EXHIBIT A: FEE AND SCOPE OF SERVICES: RIVIERA BEACH CDBG DRI PROGRAM

Fee is NTE $105,000.

Our fees are inclusive of all travel, meals and lodging expenses.

Maximum of $5000 for each unit.

Specific SOW is as follows:

INTAKE OF APPLICANTS AND HOMES

- Prepare / review Site Specific Environmental Review
- Applicant Intake Process (for both relocation and rehabilitation), and Relocation Program Procedures.
- Screen and vet all applicants to determine program eligibility.
- Meet with the Building Department to coordinate permitting and inspections
- Using the City's CDBG loan documents, assist with preparing the CDBG loan documents for each applicant.

The following steps are for rehabilitation/replacement (Note: These are general steps, and some steps may be skipped, or new steps may need to be added as work progresses):

- Advertise/select a contractor to perform a lead based paint inspection of each dwelling.
- Work with staff to bid out, select and receive approval of surveyors and asbestos inspectors, lead based paint inspections
- Coordinate execution of the contracts for surveyor and asbestos inspectors.
- Issue Notice to Proceed to surveyors.
- After surveys are completed, utilize them to develop specifications and plans for rehab.
- Work with staff to bid out, select/receive approval for demo/rehab contractors.
- Work with staff to bid out for contractors to construct/rehab the residences.
- Submit bid specifications to City.
- Complete and/or revise the work write-ups to address the rehab dwellings that have existing lead paint.
- Complete the work write-up on each dwelling and obtain applicant signature acknowledging agreement with same.
- Work with staff and the homeowner (or their representatives) to award the bids.
- Using the City's contract documents, assist with preparing the CDBG rehab contract documents. Meet with the homeowner and the construction contractor to complete contracts.
- Using the City's contract documents, coordinate the execution of contracts for demolition of the existing residences, if applicable
- Work with the contractor to obtain building and related permits
- Work with homeowner to temporarily relocate out of the dwelling, if applicable.

- Issue Notice to Proceed for the construction of the new residence or rehab of residence
- Work with the Building Department to coordinate inspections and approval of draw requests.

Guardian shall submit Monthly status reports, detailing:

- Contract status.
- Project progress and status of applications
- Any significant administrative actions that could affect the contract.
- Major accomplishments, success stories, etc.
- Noteworthy meetings.
- Pending issues.
- Other items deemed appropriate.

Proposed Fee Schedule for General and Other Grant Administration Services for ongoing public grant, loan or other funding opportunities for FFY2012-2013:

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, contract management, planning, etc by the hour):

Hourly Rates for Additional Services, When and If Applicable

Grant Contracts Manager, Principal	$140/hour
Grant Projects Manager, Officer	$125/hour
Project Coordinator or Technical Support Specialist	$115/hour
Project or Construction Manager	$100/hour
Legislative Liaison or Public Relations Manager	$100/hour
Grants or Program Administrator	$90/hour
Grant Writer or Planner or Accountant	$80/hour
Housing or Construction Specialist	$80/hour
Grants or Program Specialist or Technical Assistant	$70/hour
Office Manager/Grants Assistant/Case or Financial Clerk	$50/hour

Typical Fees by Work Order (examples)

Affordable Housing Finance Proposals	$25,000
USDA Water/Waste Grant-Loan Applications	$25,000**
SRF Water or Waste Loan or Grant Pre-Application or App	$20,000
EDA Infrastructure Grant Application	$25,000**
EPA STAG or SPAP Grant Application	$20,000
Economic Development Transportation Grant Application	$10,000**
Rural Infrastructure Grant Application	$10,000**
FCT Land Acquisition Application	$25,000**
FRDAP Application	$10,000

** Typically does not allow for admin fees, but there are other ways to pay Guardian which can be negotiated on a case by case basis.

Guardian has consistently maintained repeat clients, continuing to bid competitively keeping quality services and client satisfaction at the forefront of our practice. We will commit to adjusting our fees based on allowable application and or administrative costs of each grant and that which will be in the best financial interest of our client. Guardian welcomes the opportunity to enter into a Contract with the City of Riviera Beach.

'The most valuable assets we have are our references, not our contracts. Take care of our clients and the contracts and invoices will come.' -

J. Corbett Alday, COO, VP

AMENDMENT 003 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH

Amendment 003 entered into on _____, by and between **Palm Beach County** and the **City of Riviera Beach**.

W I T N E S S E T H:

WHEREAS, **Palm Beach County** entered into an Agreement (R#2012-1252) with the **City of Riviera Beach** on June 27, 2012, as amended by Amendment 001 (R2012-1803) on September 11, 2012, and by Amendment 002 on December 10, 2012, to provide $1,105,745 under the State of Florida's 2005 Disaster Recovery Initiative Program (DRI2) for the use of Community Development Block Grant funds to implement a housing rehabilitation program; and

WHEREAS, the parties wish to modify the Agreement to define the services and to establish the budget for a Rehabilitation Consultant; and

WHEREAS, both parties mutually agree that the Agreement, as amended, is hereby further amended as follows:

1. PART IV – SECTION 25 – EXCLUSION OF THIRD PARTY BENEFICIARIES
Add Section 25 to PART IV of the Agreement as follows:

25. EXCLUSION OF THIRD PARTY BENEFICIARIES
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

2. EXHIBIT A – WORK PROGRAM NARRATIVE – PART II
Add Section W to the end of Part II, as follows:

W. REHABILITATION CONSULTANT:
The Municipality shall advertise and procure the services of a Rehabilitation Consultant (hereinafter referred to as the "Consultant") for this project. The Consultant shall provide the below described services in connection with completing the rehabilitation of up to twenty (20) projects.

Specifically, DRI2 funds will be used to procure for the services of a Consultant whose scope of services shall include, among other things:

- Monthly Status Report tracking current progress and stages of the applications (expenditure tracking and reconciliation)
- Review and process applications submitted
- Assist the participant through the application process
- Perform eligibility determination of the applicant
- Perform analysis to demonstrate the practicality of a proposed repair or mitigating project
- Develop replacement cost and market value assessments to service as the basis of awards
- Financial underwriting
- Project closing

The Consultant must be capable of carrying out the tasks described in this Agreement, and be able to demonstrate the qualifications that enable them to do so.

1) PRE-REQUISITE TO ADVERTISEMENT: Before advertising its solicitation for consultant services, the Municipality shall submit a copy of all required documents to DES and obtain DES's approval to proceed with such advertising.

2) PRE-REQUISITE TO CONTRACT AWARD: After advertising its solicitation, receiving and evaluating proposals, the Municipality shall obtain DES approval prior to awarding the contract for consultant services to be funded through this Agreement. In this regard, the Municipality shall provide a letter to DES transmitting all required documents.

   The Consultant contract shall contain all clauses required by 24CFR85.36(i), including remedies for breach of contract, termination for cause and termination for convenience, access by the Municipality, U.S. Comptroller General, U.S. HUD, the State, and their authorized representatives to the firm's records related to the contract, and a requirement for retention, by the firm, of all records related to the contract for 5 years after final payment.

   The Municipality, through DES, shall comply with the State's requirements for pre-approval of contract award.

3) PRE-REQUISITE TO INITIATION OF SERVICES AWARDED: The Municipality shall obtain DES approval prior to authorizing the Consultant to begin the work. The Municipality recognizes that DES must obtain the approval of the State before DES is able to approve the Consultant to begin the work, and the Municipality hereby covenants that it shall plan its consultant services delivery schedule to allow for the necessary time to fully accomplish this approval process.

4) The Municipality may request the County for reimbursement of payments made by the Municipality in connection with services rendered under the aforesaid Consultant contract provided that:
   a) The County shall have received a copy of a contract executed after the date of this amendment, for each of the Consultant contracts for which the Municipality wishes to receive reimbursement. Subsequently, the Municipality shall provide the County a copy of all Consultant contract amendments.
   b) A letter from the Municipality, on the Municipality's letterhead, shall be provided for each reimbursement request pertaining to consultant fees. The letter shall reference the Riviera Beach DRI2 project, the date of this Agreement and its document number, and shall contain a statement requesting the payment of the amount needed for reimbursement of consultant fees, as well as the name and signature of a person authorized by the Municipality to make such a request.
   c) Evidence of payment made by the Municipality for consultant services shall accompany each reimbursement request letter provided that such evidence of payment demonstrate that payment was made after the date of this amendment.
   d) A copy of the Consultant's invoice prompting the Municipality's payment shall accompany each reimbursement request letter.

   Note: the submission of Monthly Narrative Reports in the form provided as Exhibit "D" to this Agreement is required in connection with the County's reimbursement for rehabilitation consultant services.

   Upon receipt of documentation evidencing payment by the Municipality for costs associated with the project, as more fully described herein, the County shall reimburse the Municipality for such payment in an amount not to exceed $5,000 per completed Rehabilitation project, including projects that have already started but not yet complete.

3. EXHIBIT A – WORK PROGRAM NARRATIVE – PART III – SECTION A – THE COUNTY AGREES TO

Delete the entire Section and replace it with the following:

A. Provide funding for the above specified activities during the term of this Agreement, as follows:
   (1) An amount of $814,526.37 for payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).
   (2) An amount up to $75,000, from the amount above allocated for rehabilitation construction costs, for eligible activity delivery costs completed by the program inspector and advisor.
   (3) Reimburse the Municipality an amount not to exceed $105,000 for eligible costs of the Consultant. The Consultant may be reimbursed up to $5,000 per completed rehabilitation project.

4. EXHIBIT A – WORK PROGRAM NARRATIVE – PART II – SECTION V – MONTHLY PERFORMANCE REQUIREMENTS

Replace “May and June, 2013” with “May 15, 2013”.

NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Thomas A. Masters, Mayor

By: _____
Carrie E. Ward, City Clerk

By: _____
Pamala H. Ryan, City Attorney

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and Legal Sufficiency

By: _____
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard
Deputy Director

AMENDMENT 002 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH

Amendment 002 entered into on 12-10-2012, by and between **Palm Beach County** and the **City of Riviera Beach**.

W I T N E S S E T H:

WHEREAS, **Palm Beach County** entered into an Agreement with the **City of Riviera Beach** on June 27, 2012, as amended by Amendment 001 on September 11, 2012, to provide $1,105,745 under the State of Florida's 2005 Disaster Recovery Initiative Program (DRI-2) for the use of Community Development Block Grant funds to implement a housing rehabilitation program; and

WHEREAS, the parties wish to modify the Agreement, and

WHEREAS, both parties mutually agree that the Agreement, as amended, is hereby further amended as follows:

EXHIBIT A - SECTION II.M(b) - FUNDING LIMITS AND SECURITY:
In the first subsection of Section II.M(b) replace "$45,000" with "$80,000".

NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Thomas A. Masters, Mayor

By: _____ 11/7/12
Carrie E. Ward, City Clerk

By: _____
Pamala H. Ryan, City Attorney

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and Legal Sufficiency

By: _____
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard
Deputy Director

AMENDMENT 001 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH

Amendment 001 entered into this 09-11-2012 day of _____, 20____, by and between **Palm Beach County** and the **City of Riviera Beach**.

W I T N E S S E T H:

WHEREAS, **Palm Beach County** entered into an Agreement with the **City of Riviera Beach** on June 27, 2012, to provide $1,105,745 of the State's 2005 Disaster Recovery Initiative Program (DRI-2) provided by Community Development Block Grant funds for the implementation of a housing rehabilitation program; and

WHEREAS, the parties wish to modify the Agreement to extend the project completion date, and

WHEREAS, both parties mutually agree that the original Agreement is hereby further amended as follows:

A. PART III - SECTION 1 – MAXIMUM COMPENSATION:
Replace "September 16, 2012" with "June 15, 2013".

B. PART III - SECTION 2 – TIME OF PERFORMANCE:
Replace "September 16, 2012" with "June 15, 2013".

C. EXHIBIT "A" – WORK PROGRAM NARRATIVE - SECTION V: MONTHLY PERFORMANCE REQUIREMENTS:
Replace "September 16, 2012" with "June 15, 2013"; and

Replace "May to August, 2012" with "September, 2012 to April, 2013"; and

Replace "August and September, 2012" with "May and June, 2013.

NOW THEREFORE, all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
~~Thomas A. Masters, Mayor~~ Billie Brooks, Chair

By: _____
Carrie E. Ward, City Clerk

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and Legal Sufficiency

By: _____
Tammy K. Fields
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Journey Beard, Director
Contract Development & Quality Control

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF RIVIERA BEACH

THIS AGREEMENT, entered into this _____ day of 06-27-2012 _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, and the City of Riviera Beach, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, Palm Beach County has entered into a Contract (number 07DB-3V-10-60-01-Z07) with the State of Florida, Department of Economic Opportunity, in connection with the State's 2005 Disaster Recovery Initiative Program which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

WHEREAS, the City of Riviera Beach was allocated certain funds under said Contract to implement specified activities under the 2005 Disaster Recovery Initiative Program; and

WHEREAS, Palm Beach County desires to engage the City of Riviera Beach to implement the activities associated with the funds allocated to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS

1. DEFINITIONS

(1) "County" means Palm Beach County.
(2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
(3) "DES" means Palm Beach County Department of Economic Sustainability.
(4) "Municipality" means the City of Riviera Beach.
(5) "State" means the State of Florida, Department of Economic Opportunity (DEO).
(6) "Contract" means contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida.
(7) "DES Approval" means the written approval of the DES Director or his designee.
(8) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement. All the beneficiaries of a project funded under this Agreement shall be low and moderate income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion.

3. APPLICABLE CONDITIONS

The Municipality shall be bound by the Contract to the extent applicable to this Agreement. Furthermore, the conditions applicable to the activities undertaken in connection with this Agreement shall include but not be limited to those listed below (as they may be amended

from time to time). Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;
2. Florida Small and Minority Business Act, s 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla Admin. Code.;
9. DEO Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R., part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55- Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s 1251 et. seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981;
28. Clean Water Act of 1977;
29. Davis - Bacon Act;
30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
31. The Wildlife Coordination Act of 1958, as amended;
32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.;
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
39. Executive Order 11296, relating to the evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C. s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892 - Fair Housing;
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment /Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1924;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C. s. 1251 et. seq.);
58. OMB Circulars A-87, A-122 and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;
61. Emergency Rule 9BER05-2, CDBG Disaster Recovery Funds;
62. HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01].

PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of $1,105,745 (as more specifically detailed in Exhibit "A" hereto) for the period of beginning March 24, 2008, through and including September 16, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Reimbursement for Eligible Project Costs: The Municipality, having entered into an Agreement (R#2008-1483), dated March 24, 2008 with the County effective from March 24, 2008, to September 16, 2011, for the use of funds in connection with specified activities under the Community Development Block Grant, has not fully expended all of the aforementioned funds. Both parties are in mutual agreement to continue this project and utilize the remaining funds to provide specified activities for eligible activities. Therefore, the Municipality may submit reimbursement requests to DES for eligible costs incurred for eligible activities expended during the eligibility period between March 24, 2008 through and including the date of expiration of this Agreement.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under State Contract number 07DB-3V-10-60-01-Z07. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to September 16, 2012.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in DES Policies and Procedures Memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, the State, or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS - SUMMARY

The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

(a) All subcontracts and agreements pursuant to this Agreement;
(b) All change orders;

(c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A.

(8) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported and returned to DES. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small business and minority/women - owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

All the beneficiaries of a project funded under this Agreement shall be low and moderate income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by DES in its sole discretion. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Municipality shall provide written verification of compliance to DES upon DES's request.

4. EVALUATION AND MONITORING

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or designees, copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete all reports required. The Municipality shall allow DES, the State, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES, the State, or HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, the County, U.S. HUD, or the Comptroller General for

examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over $500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five (5) years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

The County and the City acknowledge the waiver of sovereign immunity for liability in tort contained in S.768.28 F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The County and the City agree to be responsible for all such claims and damages, to the extent and limits provided in S.768.28 F.S., arising from the actions of their respective employees.

10. INSURANCE

Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under S.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

ASBESTOS LEGAL LIABILITY OR THIRD PARTY POLLUTION LIABILITY

When applicable the Municipality shall ensure that a contractor shall agree to maintain Pollution Liability, or similar Asbestos Legal Liability, at a minimum limit not less than $1,000,000 per occurrence/$2,000,000 annual aggregate providing coverage for damages including but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability policy. When a self-insured retention or deductible exceeds $10,000, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to evaluating the acceptability of a higher self-insured retention or deductible in relationship to the Contractor's financial condition. Coverage shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an "Additional Insured."

11. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

13. CITIZEN PARTICIPATION

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

14. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

15. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

(1) This Agreement, including its Exhibits, which the County may revise from time to

time, as required;

(2) Office of Management and Budget Circulars A-87, A-102, A-133, and 24 CFR Part 85;

(3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;

(4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

(5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;

(6) Florida Statutes, Chapter 112;

(7) Palm Beach County Purchasing Code;

(8) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended;

(9) The Municipality's personnel policies and job descriptions; and

(10) The Municipality's Certificate of Insurance.

(11) Contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida.

The Municipality agrees to maintain all of these documents on file at its principal office. Also, the Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file.

16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to DES or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION DUE TO CESSATION

In the event the grant to the County under the Contract is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the State specifies.

17. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and

to the Municipality's City Manager when delivered to its address on page one (1) of this Agreement. If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within ten (10) days of the change.

20. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

21. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

22. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

23. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

24. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of forty-nine (49) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

25. ENTIRE UNDERSTANDING

This Agreement and its provisions between the parties hereto constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this 06-27-2012 day of _____, 20____.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

BY:_____
Thomas Masters, Mayor

BY:_____
Carrie E. Ward, City Clerk

BY:_____
Attorney for Municipality
(Signature Optional)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Shannon LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

By:_____
Tammy K. Fields
Senior Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By:_____
Journey Beard, Director
Contract Development & Quality Control

EXHIBIT A
WORK PROGRAM NARRATIVE

I. THE PARTIES AGREE THAT:

A. PRIOR AGREEMENT: The project contained in this Agreement is a continuation of the project contained in a prior agreement between the Municipality and the County (R2008-1484) dated March 24, 2008, as amended by Amendment 001 (R2009-0650) on April 21, 2009, and by Amendment 002 (R2009-1675) on October 6, 2009 (collectively hereinafter the "First Agreement") a continuation of the project contained in a prior agreement between the Municipality and the County (R2010-1419) dated August 10, 2010, and subsequently approved on September 14, 2010 (hereinafter the "Second Agreement"), and a continuation of the project contained in a prior agreement between the Municipality and the County (R2011-0620) dated January 6, 2011 (hereinafter the "Third Agreement"). The terms and conditions of said First Agreement, Second Agreement, and Third Agreement are incorporated herein by reference.

B. ELIGIBLE PAYMENTS AND/OR REIMBURSEMENTS: All payments and/or reimbursements deemed eligible under the First, Second and Third Agreements shall be eligible under this Agreement.

C. PROJECT ACCOMPLISHMENTS: The project requirements contained in the First, Second and Third Agreements are repeated herein in substantial form. Changes have been made in order to update these requirements for this Agreement. The parties recognize that the following project activities have been accomplished, and where indicated below, the County has paid and/or reimbursed the Municipality for such project activities:

To date, the Municipality has obtained DES funding approval for five (5) applicants and seven (7) files were reimbursed. The Municipality has accepted applications, proposed applicant files, received funding approval from the County for homeowners, expended funds on rehabilitation activities, and received reimbursement from the County in the amount of $94,255 from the $1,200,000 allocated for rehabilitation construction costs and related expenses regarded as eligible under the First, Second and Third Agreements.

II. THE MUNICIPALITY AGREES TO:

A. OVERVIEW:

The purpose of this Agreement is to make funds available to the Municipality under the State of Florida funded 2005 Disaster Recovery Initiative Program to enable the Municipality to implement a rehabilitation program ("Program") in conjunction with which it may provide technical and financial assistance to qualified low and moderate income property owners (as defined herein) who reside in detached one dwelling structures (entirely used for residential purposes) and located within its municipal boundaries. The Municipality agrees to assist a minimum one hundred (100) households, and agrees that it shall provide assistance under this Program to rehabilitate and upgrade these structures to meet applicable housing and building codes in order to effectuate repairs of damages caused as a result of Hurricane Wilma. Work on these properties may include, but is not limited to, roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. The final number of homes addressed with funding made available under this Agreement shall depend on the actual cost of undertaken projects, and therefore may vary from the stated number.

B. REGULATORY STANDARDS:

The regulatory standards applicable to the activities undertaken in connection with this Agreement shall include but not be limited to the ones listed below, and those enumerated elsewhere in this Agreement. Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 570).
HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 35).
HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
TITLE X: Title X - Residential Lead-Based Paint Hazard Reduction Act of 1992.
EPA: U.S. Environment Protection Agency regulations (40 CFR Part 745).
EPA: U.S. Environment Protection Agency regulations (40 CFR Part 61).
OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926).
PBC: Palm Beach County Purchasing Code.

The Municipality recognizes and understands that the applicable regulations, statutes, ordinances, or all other applicable documents may be amended from time to time during the term of this Agreement. The Municipality agrees to abide by all such amendments as relates to the activities undertaken in connection with this Agreement, and as determined by DES.

The Municipality recognizes and understands that during the term of this Agreement, new regulations, statutes, ordinances, and other applicable documents may be issued that affect the activities undertaken in connection with this Agreement. The Municipality agrees to abide by all such new regulations, statutes, ordinances, and other applicable documents as determined by DES.

Should, after the execution of this Agreement, it be discovered that requirements concerning certain activities to be undertaken in connection with the Agreement are absent, the parties agree to abide by the decision of the State on such requirements. In the instance that the State elects not to provide a decision on an absent requirement, or allows for a local choice in the matter, the parties agree that all requirements pertaining to any such matter shall be at the discretion of the County.

C. PROGRAM ADMINISTRATOR:

The Municipality shall designate an employee of the Municipality to be the "Program Administrator" in connection with projects undertaken this Agreement, and shall notify DES of the identity of such Program Administrator. The Program Administrator shall act as the primary contact person between DES staff and persons designated by the Municipality to be involved in implementing projects undertaken under this Agreement. In addition to channeling communication between DES, the Municipality, and the above described designated persons, the Program Administrator shall review all materials and files submitted by the Municipality to DES in connection with this Agreement, and shall be the recipient of all materials and files provided by DES to the Municipality. The Program Administrator shall track and maintain awareness of the status and progress of all undertaken projects and submit the reports required hereunder.

D. PROGRAM INSPECTOR:

The Municipality shall utilize an "Inspector" in connection with this Agreement. The Inspector shall either be an employee of the Municipality or a qualified consultant under contract with the Municipality. The costs of such employee or such consultant shall be reimbursable as an activity delivery cost, or as approved by DES.

The Inspector shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall, at minimum, perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests. The Inspector shall be able to review lead-based paint inspection and risk assessment reports and determine the actions to be taken to comply with federal lead-based paint regulations, maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

E. PROGRAM ADVISOR:

The Municipality shall utilize an "Advisor" in connection with this Agreement. The Advisor shall either be an employee of the Municipality, or be a qualified consultant under contract with the Municipality. The costs of such employee or such consultant shall be reimbursable as an activity delivery cost, or as approved by DES.

The Advisor shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Advisor shall, at minimum, perform a variety of program implementation tasks including the participant application process, the applicant eligibility determination process, financial underwriting, project closings, and expenditure tracking and reconciliation.

F. OUTREACH AND APPLICANT SELECTION:

The Municipality's outreach effort in publicizing the rehabilitation program being undertaken in connection with this Agreement shall include announcements at public meetings and community events, distribution of flyers/brochures to affected residents, announcements through electronic and print media, and dissemination of program information through other service providers in the community.

The Municipality shall develop, publish to its residents, and use its own selection method for applicants to be funded under this Agreement, provided that such method is fair and equitable, and provided that it does not in any manner violate any of the provisions contained in this Agreement.

G. THE APPLICATION PROCESS:

The Municipality shall invite each selected applicant to submit a written, signed, and dated application (for the purposes of this Agreement, all owners of a property to be rehabilitated who reside at such property shall be regarded as applicants, and "applicant" as referred to herein shall also mean the plural term "applicants"). The Municipality shall advise the applicant of the Program's objective and explain the type of work undertaken under the Program without specific reference to the applicant's property. Applicants shall be advised that the primary purpose of the Program is to address property deficiencies to the extent practicable and feasible to meet applicable housing and building code standards and to effectuate the repair of damages caused as a direct result of Hurricane Wilma.

Applicants shall be advised of Program requirements to receive assistance and the steps involved in the rehabilitation process and their role in it. Applicants shall also be informed of the financing arrangements available under the Program.

The application shall solicit information about the applicant such as:
- Name of applicant(s) and any other household members residing at the property (whether related to the property owner or not) and relationship to property owner(s) as well as contact telephone numbers.
- Address of the property, legal description and the Property Control Number.
- Social security numbers, dates of birth of applicant(s) and ages of household members.
- Employment information on all household members.
- All other income for the household including: wages, salaries, bonuses, pensions, social security, disability, unemployment, self employment, rental income, interest, dividends, public assistance, alimony, child support, and income derived from assets.
- A listing of all assets owned by the applicant(s) and their associated value.
- Information about any mortgages on the property.
- Insurance information including name of insurer, agent, address, policy number, and type, amount, and dates of coverage.

In conjunction with accepting an application from a selected applicant, each such applicant shall be asked to submit documentation in support of the application, such as copies of: deed, mortgage(s), pay stubs, driver's license, social security card, death certificates, the last IRS tax return (last two returns for self-employed persons), and copies of insurance policies.

The Municipality shall obtain from the applicant for the applicant's file a copy of the driver's license or other picture identification document for each adult household member of the applicant, and shall obtain a copy of the social security card for each household member.

At the time of application submission, a preliminary review shall be made of the information provided and the applicant shall be requested to sign certain pertinent release forms that enable the Municipality to verify information in the application with outside parties. Other such forms shall also be signed by the applicant at later times as the need arises in the process of reviewing the application. These release forms for example include: employment verification, social security benefits verification, and pension verification.

In order to avoid any duplication of benefits, applicants shall be asked to provide signed certifications regarding the receipt of any insurance, SBA, or FEMA payments for damages to the property resulting from Hurricane Wilma. The Municipality shall devise a certification form to be used by each applicant to certify whether or not the applicant received any insurance payments (which certification form shall be placed in the applicant's file). In addition, each applicant shall be required to sign a release form to be submitted to FEMA (provided herein as Exhibit "B") for the purpose of verifying the receipt of any FEMA payments in connection with damages resulting from Hurricane Wilma. The Municipality shall fax this release form to FEMA with a request for information, regardless of whether the applicant applied for, or received, any FEMA assistance, and place FEMA's response in the applicant's file. The County shall provide the Municipality with FEMA contact information at a later date. Furthermore, the Municipality shall verify whether the applicant received any assistance from the United States Small Business Administration (SBA) by verifying the presence of the applicant's name on a list of SBA recipients to be provided by the County to the Municipality at a later date. The Advisor shall complete, sign and place a form in the applicant's file indicating whether the applicant's name appears on SBA's list.

At time of application, the Municipality shall establish whether the applicant's property suffered damages as a direct result of Hurricane Wilma. As a condition for receiving assistance, each applicant must be documented as having had damage to their home from Hurricane Wilma by means of:

- A copy of an associated FEMA verification/claim, or
- A verified associated insurance claim, or
- DEO approval of a property identified on the "DRI Damage Assessment Report," which is attached as Exhibit "H" and is incorporated by reference. This Exhibit should be considered as a partial map. A comprehensive map of documented properties is maintained by the Municipality, or
- Approval by DES.

At time of application, the Municipality shall provide each applicant with a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", informing applicants of the potential risk of lead hazard exposure from renovation activity that may be performed in their homes, and the Municipality shall obtain from the applicant a signed receipt indicating that the applicant has received the stated pamphlet which receipt shall be placed in the applicant's file.

In conjunction with accepting an application from a selected applicant, the Municipality shall determine and document the "year built" of the applicant's home. The source to be used for "year built" information shall be the Palm Beach County Property Appraiser whose data may be accessed through the internet at http://www.co.palm-beach.fl.us/papa/index.htm. The Municipality shall obtain a print out of the "year built" information and place it in the file for each applicant.

H. THE INITIAL INSPECTION PROCESS:

The Inspector shall perform an inspection of the property proposed for rehabilitation for the purpose of assessing the conditions of the property and to determine if rehabilitation is necessary and feasible. If the Inspector determines that the property did not sustain any damages from Hurricane Wilma, then the Municipality shall reject the application for assistance by providing the applicant written notice of such determination. If the Inspector determines that the property did sustain damages from Hurricane Wilma (as supported by the documentation mentioned above), then the Inspector shall determine if the repair of such damages as well as the work needed to address all housing and building code violations is feasible within the funding limits of the program.

In making this determination special attention shall be given to un-permitted additions and un-permitted enclosures. Un-permitted additions and un-permitted enclosures that can be practically improved as part of the rehabilitation process, and within the funding limits, may be undertaken. Un-permitted additions and un-permitted enclosures that cannot be practically improved as part of the rehabilitation process, and within the funding limits, shall be removed in conjunction with the rehabilitation process.

Rehabilitation shall be deemed "feasible" when the cost of complying with the requirements of the Program as specified in this Agreement can be achieved within the funding limits

established for the Program. That is, the cost of meeting the requirements of applicable code standards, hurricane damage repairs, lead-based paint remediation, hurricane protection, etc. In the event that the cost of complying with the requirements of the Program exceeds the funding limits established for this Program, rehabilitation may still be deemed "feasible" if the sum of the amount funded through this Program as specified in this Agreement plus amounts funded by the applicant (such as SBA/FEMA payments, insurance proceeds, or the applicant's personal funds) are sufficient to meet the cost of complying with the requirements of the Program.

In this regard, after considering the amount of funding per applicant as allowed by this Agreement, and any SBA/FEMA payments and insurance proceeds, the Advisor shall discuss the anticipated costs with the applicant, and explore the possibility and potential of the applicant providing the gap in funds needed for the project. As part of this discussion, the Advisor shall not only consider the rehabilitation cost estimate provided by the inspector, but also other associated costs such as mortgage recording fees and termite treatment costs. Pursuant to this discussion, the Municipality shall then reach a decision whether to further pursue the project based on the ability of the applicant to fund the aforesaid gap from the applicant's resources or from a lender. Upon determining that a project cannot be undertaken based on the above (that is, the project is not feasible), the Municipality shall issue the applicant an application rejection letter in which it shall provide the reason for the rejection. For every such rejected project, the Inspector shall prepare a cost estimate to be maintained in the applicant's file to support such a determination.

The Municipality shall proceed with processing projects that are deemed feasible. For projects built before January 1, 1978, which are feasible, the Municipality shall obtain a lead-based paint inspection/risk assessment report as specified below.

At the time of application intake or at any time thereafter during contact with an applicant or a household member of the applicant, if the Advisor finds out about a disability of the applicant or a household member of the applicant, the Advisor shall inform the Municipality's Inspector of such finding. Alternatively, the Inspector may find out about such a disability based on contact with an applicant or a household member. After determining that a project is feasible, and in conjunction with preparing a work write-up for a project, the Inspector shall obtain an affidavit from the applicant regarding the disability (if the disability affects a household member who is not a minor, either that person or the applicant may provide the affidavit). The Inspector may use a general affidavit form for this purpose. The affidavit must identify the person with the disability, it must describe the disability to the affiant's best knowledge, and it must describe the remedies proposed by the affiant to accommodate the disability that can be undertaken through the Program. The Municipality is encouraged to suggest the inclusion of any remedies that can be undertaken by the Program that come to its attention while in contact with the applicant, with household members, or while inspecting the property. The Municipality is cautioned not to omit any information the affiant wishes to put in the affidavit.

The original affidavit shall be placed in the applicant's file, and a copy must be presented with the work write-up when that is submitted to DES for approval before bidding as required below. DES shall examine the contents of the affidavit to determine if the work write-up has sufficiently addressed the accommodations needed, and consult with the County Attorney's office when necessary to achieve appropriate accommodation.

In this regard, the Municipality is reminded that in addition to physical impairments that may be encountered, disabilities may also include neurological impairments, mental impairments, and emotional impairments that might come to its attention. During its discussions with the applicant or a household member of the applicant, the Municipality shall inquire: a) if the disability is expected to be of long, continued, and indefinite duration, b) if the disability substantially impedes the person's ability to live independently, and c) if the disabled person's ability to live independently can be improved by more suitable housing conditions. The Municipality shall inform the applicant that disclosure of a disability will in no way affect the application for assistance.

I. THE VERIFICATION PROCESS:

During this process, the Advisor shall verify the information provided by the applicant with outside parties, and obtain additional information that is necessary in reaching a decision on whether to proceed with the project or not.

The verification process shall include:

(a) INCOME VERIFICATION: The Municipality shall obtain written income verification of the applicant's household in order to establish eligibility under the Program. A household is defined as: "All persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements (24 CFR Part 570)". A household shall be regarded as being eligible to receive assistance under the Program if the projected prevailing rate of household annual income received from all sources by household size is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area. The current median income and schedule of qualifying incomes by household size shall be as revised and published in the Federal Register by HUD from time to time. The household annual income information to be used for eligibility determination under the Program shall be that in effect on the date funding is approved for each applicant.

Annual income of all household members shall be determined according to the HUD Section 8 method. In this regard, it should be noted that the HUD Section 8 method of computing income in part takes into account income from assets (actual and imputed, as applicable).

Income shall be verified through use of verification forms signed by the pertinent household member authorizing verification by the source of income or by obtaining documentation produced by a third party that establishes income information. Verification forms may include forms such as:
- Employment verification
- Unemployment benefit verification
- Pension benefit verification
- Social security benefit verification
- Disability benefit verification
- Veteran's benefit verification
- Verification of benefits administered by HRS
- Interest income verification

Each income earning household member must provide a signed copy of their last IRS return including attachments (last two (2) returns for a self-employed person). It is recognized that IRS rules do not require the filing of a return if a person's income for example is below a certain amount as established by the IRS and revised from time to time. In such instance where an income-earning household member does not file a return, a notation shall be so indicated on the application form.

The Municipality shall, for each adult household member who does not earn any income, obtain an affidavit from such household member indicating that no income is earned by such person.

In the course of establishing and verifying household income for each applicant, the Municipality shall reconcile annual income information with annual household expenses reported by the applicant or determined by the Municipality. While reviewing this income and expense data, the Municipality shall examine such data for consistency allowing for reasonable living expenses of the household (such as food, clothing, and transportation). Where annual obligations and other household expenses (such as mortgage payments, car loans, utilities, and real estate taxes) appear to constitute substantial portions of household income not allowing room for reasonable living expenses, the Municipality shall further investigate annual income and expense information with the applicant in order to resolve unreconciled differences between both. If resolution of such matters cannot be reached to the satisfaction of DES, the applicant's request for assistance may be suspended until satisfactorily resolved or else may be rejected.

(b) TITLE VERIFICATION: The Municipality shall place in the file for each applicant copies of documents that show that the title of record to the property proposed for rehabilitation is held by the applicant (such as a deed or court order). (Tax records

shall not constitute adequate proof in this regard). (Documents showing that the applicant holds a life estate in the property shall be acceptable).

The Municipality shall assure that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005. If the applicant is not able to demonstrate compliance with this requirement, the Municipality shall reject the applicant from participation in the Program in writing. A copy of the rejection letter shall be maintained in the applicant's file.

(c) REAL ESTATE TAX VERIFICATION: The Municipality shall place in the file for each applicant copies of documents that show that the real estate taxes for the property proposed for rehabilitation have been paid in full.

(d) MORTGAGE VERIFICATION: In order to avoid funding an applicant who has mortgage obligations that are delinquent and that may lead to foreclosure and eventual loss of the property proposed for rehabilitation, the Municipality shall verify with the mortgagee that mortgage payments are current. Applicants, determined to have delinquent mortgage payments or who are in foreclosure shall be rejected by the Municipality in writing after having given the applicant a reasonable period of time to correct these conditions. Copies of rejection letters shall be maintained in the applicant's file.

(e) INSURANCE VERIFICATION: In regard to homeowner and windstorm insurance coverage, the Municipality shall document such insurance if the applicant maintains such insurance on the property proposed for rehabilitation, noting that the Program does not require the applicant to carry such insurance.

However, if the property is in a flood zone "A" or flood zone "V", the applicant shall be required to maintain flood insurance on the property and the Municipality shall, before closing, maintain documentation evidencing such insurance coverage in the applicant's file. Such coverage shall be at least equal to the sum of the anticipated mortgage encumbrance against the property resulting from this Program and the balance of all other senior mortgage encumbrances against the property.

The applicant shall also provide copies of all insurance claims, insurance settlements, and insurance payments received in connection with damages to the property. The Municipality shall obtain from the applicant an affidavit in connection with all insurance funds received by the applicant for damages to the property. If the applicant did not receive any insurance funds for damages to the property, then the Municipality shall obtain from the applicant an affidavit to that effect to be placed in the applicant's file.

(f) ENVIRONMENTAL REVIEW: The Municipality shall complete an Environmental Review Checklist Request form, provided herein as Exhibit "C", for each property proposed for rehabilitation and shall submit such form to DES. The Municipality shall place the Environmental Review Checklist provided to it by DES in response to its request in the applicant's file, and shall comply with all matters brought to its attention by DES as a precondition to proceeding with the project.

(g) LEAD-BASED PAINT VERIFICATION: All dwelling units built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. The Municipality shall retain the services of an EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor to perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and shall submit to DES a report containing the results of the inspection and risk assessment. The report shall identify surfaces containing lead-based paint which are in a stable condition (regarded not to constitute a hazard), and surfaces which contain lead-based paint and which are deteriorated or subjected to friction or impact (regarded to constitute a hazard). The findings of the report shall be used by the Municipality in preparing the work items intended to accomplish lead-based paint remediation, and shall be used for the preparation and provision of the Lead-based Paint Notice of Evaluation and/or Presumption as required by

applicable regulations.

The services of the lead-based paint inspector/risk assessor retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. In such instance, the Municipality shall submit its request for proposals for consultant services package to DES and obtain a letter of approval prior to soliciting proposals, and the Municipality shall obtain DES approval prior to awarding the contract for these consultant services. (It is suggested that the above services also include the clearance testing services mentioned below).

The Municipality shall pay the lead-based paint inspector/risk assessor for the above mentioned reports and clearance testing services as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

J. THE WORK WRITE-UP PREPARATION PROCESS:

If upon review of the information verified through the preceding process the applicant appears to be qualified, a work write-up shall be prepared by the Inspector for the rehabilitation project. The work write-up shall contain a detailed list of construction specifications the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). In conjunction with completing the work write-up, the Municipality shall conduct a Housing Quality Standards (HQS) inspection using the HQS documents/criteria and shall submit to DES a HQS inspection report. Within the HQS inspection report, the Municipality shall include photographs of all proposed work to be rehabilitated. Additionally, the Municipality shall include photographs of all finished work in the HQS inspections report after the completion of rehabilitation, and shall submit them to DES for approval. The work write-up shall also contain items to address lead-based paint remediation, hurricane protection, energy efficiency and conservation, and ones that are intended for the removal of architectural barriers and the correction of damages caused by Hurricane Wilma.

(a) CODE RELATED ITEMS: These are work item that are intended to correct code violations, that is the correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). These items may also include compliance with any historic preservation requirements applicable to the property.

(b) HURRICANE PROTECTION ITEMS: The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.

(c) HOMEOWNER ASSOCIATION REQUIREMENTS: Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.

(d) DISABILITY ACCOMMODATIONS: In the event that an applicant and/or a household member has a disability that comes to the attention of the Municipality, an affidavit shall be obtained from the applicant/household member which contains remedies proposed by the affiant to accommodate the disability that can be undertaken through the program as previously described. When the disability is expected to be of long, continued, and indefinite duration, and if the disability substantially impedes the person's ability to live independently, and if the disabled person's ability to live independently can be improved by more suitable housing conditions, then the work write-up shall include such work items (remedies proposed by the affiant) that would accommodate the disability and that can be undertaken through the Program.

(e) REHABILITATION/DEMOLITION OF UN-PERMITTED ENCLOSURES AND ADDITIONS: The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Un-permitted additions and enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished. Mortgagee/lien-holder consent to demolish shall be obtained when there are existing mortgages/liens on the property.

(f) LEAD-BASED PAINT REMEDIATION: If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
- A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
- A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
- A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
- A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.

The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Municipality's option. The inclusion of such optional items may be intended to achieve a lead free house, or where the house is permanently occupied by at least one child less than six (6) years old.

The work write-up for abatement shall specify the scope of the hazard reduction activity, the lead hazard reduction duration, the status, and length in days, of occupant temporary relocation, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.

(g) INCLUSION OF ENVIRONMENT REVIEW REQUIREMENTS: The work write-up shall include any work required as a result of the completion of the environmental review of the property (such as noise attenuation).

(h) ASBESTOS CONTAINING MATERIALS: Should the Inspector, while preparing the work write-up, encounter suspect asbestos containing materials, such as transite siding, or should the Inspector encounter a current or prior non-residential use of the property (the house and its surrounding site), then the Inspector shall inform DES of such observation. DES shall then cooperate with the Municipality to obtain an asbestos survey of the property in order to determine the presence of asbestos containing materials, which if found, shall be addressed in accord with applicable regulations. Each work write-up submitted to DES shall be accompanied by a certification from the Inspector who prepared the work write-up indicating whether or not there is any evidence of a current or prior non-residential use of the property. The

Municipality shall comply with all applicable requirements contained in Exhibit "J", attached hereto, for construction work in connection with the project funded through this Agreement.

(i) APPLICANT'S WORK WRITE-UP REVIEW AND APPROVAL: The Inspector shall review the completed work write-up with the applicant who shall sign a review and approval statement indicating:
- That the work write-up has been reviewed with the applicant.
- That the applicant understands the scope of work and the specifications of the work to be performed on the applicant's property.
- The applicant's agreement that no changes to the work write-up specifications will occur except for items needed to meet housing or building code requirements.
- The applicant's authorization allowing the Municipality to obtain bids for the work contained in the work write-up.

(j) DES WORK WRITE-UP APPROVAL AND IN-HOUSE COST ESTIMATE: Each completed work write-up signed by the applicant shall be maintained in the applicant's file. After incorporation of any requirements resulting for the completion of the environmental review into the work write-up, the Municipality shall provide DES, for DES's approval before bidding, a copy of such work write-up showing the Inspector's in-house cost estimate for each item in the work write-up. The work write-up shall be accompanied by a copy of lead-based paint inspection/risk assessment report, a copy of the aforesaid asbestos certification as prepared by the Inspector, as well as copies of any disability affidavits. DES shall advise the Municipality of its determination concerning its review of the work write-up within ten (10) working days of its receipt.

K. BIDDING AND BID EVALUATION:

Bids for the work detailed in the work write-up shall be solicited by the Municipality from contractors on a list of bidders established by the Municipality. The Municipality shall determine the requirements (such as licensing and insurance requirements) to be met by such contractors for admission to the list of bidders. For projects requiring lead-based paint abatement, the rehabilitation contractor submitting a bid must be, or must hire, a certified lead-based paint abatement contractor as a subcontractor.

The bid documents to be used for this purpose shall include the address, property owner, and property owner contact information for the property to be rehabilitated, shall require bidders to visit the property, and shall specify the location, date, and time by which bids must be submitted. The bid documents shall specify the number of days after bid opening that bids are to remain valid. The bid documents shall contain provisions for addressing inconsistencies, interpretations, and supplemental instructions, as well as provisions for the modification, withdrawal, rejection, and award of bids. The bid documents shall contain the warranty and release of liens requirements as well as the insurance requirements for both the contractor and the lead-based paint abatement contractor (or subcontractor). The bid documents shall contain the Federal requirements applicable to projects funded under the Program.

For projects requiring lead-based paint abatement, the bid documents shall specify that the Program shall pay for the first clearance test to be undertaken in connection with the abatement for a project, and shall specify that the contractor shall be responsible for the cost of all subsequent clearance tests to be obtained by the Municipality for that project. The bid documents shall indicate that the cost of all clearance tests obtained by the Municipality and required for a project after the initial clearance test, shall be deducted from the contractor's payment.

For projects requiring lead-based paint abatement, the bid documents shall specify the number of days for which the Program shall pay for occupant temporary relocation, if any. The bid documents shall specify that the Program shall pay for occupant temporary relocation costs for the pre-specified number of days, and shall specify that the contractor shall be responsible for the cost of all subsequent occupant temporary relocation made necessary as a result of the contractor's failure to pass any clearance testing. The bid documents shall indicate that the cost of all occupant temporary relocation necessitated as a result of the contractor's failure to pass any clearance testing and paid by the Municipality, shall be deducted from the contractor's payment.

The Municipality shall require contractors to submit sealed bids for the work contained in the work write-up after visiting the applicant's property to acquaint themselves with existing conditions. The Municipality shall only accept bids up to a pre-specified date and time after which such bids shall be opened at the Municipality's offices. Bid openings shall be open to bidders, applicants, and the general public. At the bid opening the Municipality's designated employees shall open the bids and announce total amounts bid. The announced totals shall be recorded on a bid spreadsheet showing each bidder's name and total amount bid as announced.

After all bids are opened and announced the Municipality shall calculate the sum of all the individual items contained in each bid to check for discrepancies between such sum and the amount read at the bid opening. Where a discrepancy exists in a bid between the true and correct sum of itemized costs and the total announced at the bid opening, the true and correct mathematical sum of itemized costs shall prevail and the spreadsheet shall be noted accordingly.

Upon close examination of all bids, the Municipality shall make a determination on the apparent lowest responsive responsible bidder that best meets the terms, conditions, and specifications of the bid and that will result in the best interest of the applicant, the Municipality, and the County.

The Municipality shall evaluate the lowest bid to establish whether the total bid is within the funding limit, and shall provide the applicant an opportunity to contribute to the project any funds needed for the project above the funding limit, or shall secure such needed funds for the applicant from other sources.

The bidding process shall also includes obtaining bids for treatment of termites and other wood destroying organisms (extermination) where such infestation is found at the property. The Municipality shall, in like manner as described above, establish a list of companies qualified to provide such services, and shall solicit, obtain, and evaluate bids from such companies for the treatment of termites and other wood destroying organisms that may be found at the property to be rehabilitated under the Program.

Funding shall be recommended for the lowest responsive responsible bidder both for construction and extermination.

L. PROJECT UNDERWRITING:

The Municipality shall complete a project underwriting process which entails undertaking several tests to verify if Program requirements have been met. This process also entails the formulation of a funding recommendation when such requirements are met, or the rejection of the application if these requirements can not be met by the applicant. The Municipality shall, for each applicant, document the following:

(a) INFORMATION CONSISTENCY: The Municipality shall assure that the information submitted by the applicant and other information verified through third parties or gathered by the Municipality is consistent. If the preceding can not be met, the Municipality shall request the applicant to provide corrected information or an explanation such that satisfactory consistency exists in the opinion of the Municipality and DES. Failure to do so particularly where willful falsification exists shall be regarded as grounds for rejection of the application and denial of any assistance.

(b) PROPERTY LOCATION: The Municipality shall assure that the property to be rehabilitated is located within its municipal boundaries. An applicant whose property is not located within these boundaries shall be rejected.

(c) PROPERTY ELIGIBILITY: The Municipality shall assure that the property to be rehabilitated is a detached one dwelling structure entirely used for residential purposes. The Inspector, at the time of initial inspection, shall establish the number of units at the project and its use for residential purposes. If the number of units exceeds one detached dwelling unit, such condition shall be remedied by actions that result in no more than one detached dwelling unit after rehabilitation by including the removal of any excess units in the work write-up. Any such demolition shall not result in the displacement of any occupant and shall comply with One-for-One Replacement regulations. If the property is not entirely used for residential purposes,

such condition shall be remedied by actions that result in elimination or conversion of non-residential portions of the property to residential use.

(d) OCCUPANCY/RESIDENCY: The Municipality shall assure that the applicant resides at the property to be rehabilitated which shall be determined at the time the property is inspected and through the applicant's address as revealed by the various documents received during the application/verification process. If the applicant does not occupy the property, the applicant shall demonstrate extenuating circumstances for not residing at the property. Rehabilitation may proceed provided that the rehabilitation renders the property occupiable, and provided that the applicant submit a written commitment prior to funding approval clearly indicating the intent of the applicant to reside at the property after completion of the rehabilitation process. Extenuating circumstances may include certain circumstances such as damages from hurricane Wilma, or a determination of the property's unfitness for habitation by a building or other official for reasons of safety or other danger at the property that can be remedied through the Program. DES shall determine the type of documentation necessary and/or acceptable to demonstrate the existence of these extenuating circumstances, and if the extenuating circumstances are acceptable.

(e) PROPERTY OWNERSHIP: The Municipality shall assure that the title of record to the property proposed for rehabilitation is held by the applicant at the time of application and that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005.

Note: the above condition requiring that the applicant have an ownership interest in the property to be rehabilitated does not preclude other parties who do not reside at the property from having an ownership interest in the property in addition to that of the applicant. These other parties are not regarded to be part of the applicant's household, however any such other parties having an ownership interest must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property. In instances where the applicant has a life estate, all "remainder men" must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property.

(f) REAL ESTATE TAX PAYMENT: The Municipality shall assure that the real estate taxes for the property proposed for rehabilitation have been paid in full and shall place in the file for each applicant copies of documents showing the same.

(g) CURRENT MORTGAGE PAYMENTS: For applicants who have mortgage obligations, the Municipality shall assure that such mortgage obligations are not delinquent and that mortgage payments are current.

(h) PROPERTY INSURANCE: If the property is in a flood zone "A" or flood zone "V", the Municipality shall assure that the applicant maintains flood insurance on the property. If such insurance is not in place at the time of application, then the Municipality shall, before closing, obtain documentation evidencing such insurance coverage.

(i) DAMAGES FROM HURRICANE WILMA: The Municipality shall assure that the applicant's property suffered damages from Hurricane Wilma as previously described.

(j) RECEIPT OF SBA OR FEMA BENEFITS AND INSURANCE PROCEEDS: The Municipality shall assure that there is not duplication of benefits. The Municipality shall verify the receipt of any SBA and/or FEMA payments by the applicant in connection with Hurricane Wilma and shall document such. The Municipality shall verify the receipt of any insurance proceeds by the applicant in connection with Hurricane Wilma and shall document such.

(k) LEAD HAZARD PAMPHLET: The Municipality shall assure that each applicant has received a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", and shall obtain from the applicant a signed receipt for such pamphlet.

(l) LEAD NOTICE: For each property built before 1/1/78, the Municipality shall assure

that each applicant has received a Lead-based Paint Notice of Evaluation and/or Presumption and shall obtain from the applicant a signed receipt for such notice.

(m) ENVIRONMENTAL AND HISTORIC REVIEW: The Municipality shall assure that there are no environmental or historic considerations that would prevent the rehabilitation of the property, and that it has complied with all environmental and historic requirements.

(n) PRESENCE OF ASBESTOS: The Municipality shall assure that the rehabilitation of the property shall not cause any asbestos exposure and it shall comply with applicable asbestos regulations when there is evidence of a current or prior non-residential use at the property (the house and its surrounding site).

(o) HOUSEHOLD INCOME: The Municipality shall assure that the annual income of the household occupying the property to be rehabilitated as received from all sources, by household size, is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

M. PROGRAM COSTS, FUNDING LIMITS AND SECURITY:

(a) ELIGIBLE PROGRAM COSTS: The following expenses shall be regarded as eligible costs under the Program:

- Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures, which may be undertaken singly, or in combination.
- Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment.
- Improvements to increase the efficient use of water through such means as water saving faucets and shower heads and repair of water leaks.
- Improvements to provide windstorm protection to render rehabilitated homes less vulnerable to future wind related damage.
- Connection of residential structures to water distribution lines or local sewer collection lines (excluding payment of certain associated fees, such as impact fees, not eligible under the CDBG program).
- Costs of flood insurance premiums and associated service charges as established under the National Flood Insurance Program for a period of up to three years.
- Costs of inspecting, testing, and abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations.
- Costs associated with the processing of rehabilitation applications such as a title search or state and local fees for recording documents prepared in conjunction with the Program.
- Costs of obtaining construction related professional services including architectural, engineering, and surveying services, including the preparation of related technical documents, and inspections associated with execution of the content of such documents as pertains to the rehabilitation work.
- Costs of performing inspections of termite or other wood destroying organisms and extermination thereof.
- Construction contingency funds at an amount which is the lesser of five percent (5%) of the construction contract amount or $1,000.

(b) FUNDING LIMITS AND SECURITY: All costs for each applicant (not including any costs associated with the Program Office) shall be provided as a loan subject to the following:

- The maximum funding amount per applicant for payment of rehabilitation construction costs and incidental expenses regarded as eligible under this Agreement: $45,000.
- Security: A mortgage and promissory note, in the amount funded to the applicant, shall be executed by all property owners of record at the closing described below and shall be recorded by the Municipality in the public records of Palm Beach County

immediately after such closing. The Municipality shall be the mortgagee on all such mortgages and shall be the beneficiary of the promissory note(s).
Note: all additional funds, not included in the mortgage and promissory note(s), and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note(s), before such funds are expended. The notice of future advance and a copy of the promissory note(s) shall be promptly recorded by the Municipality in the public records in like manner.
- Interest rate: 0%.
- Term: 5 years.
- Repayment Provisions and Events of Default: No repayment shall be made by the mortgagor during the term of the mortgage, except that the entire principal amount of the loan (and any other amounts required by the mortgage) shall be repaid by the applicant in the event of default as specified in the mortgage including the lease, sale, transfer of title to, or disposition of, the mortgaged property.
- Repayment of funds during the term of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives during the term of this Agreement. The Municipality may request the County to add such transmitted funds received during the term of this Agreement to the amount funded under this Agreement for such uses as described in the Agreement.
- Repayment of funds after the expiration of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives after the expiration of this Agreement. The County shall then transmit such funds to the State. The provisions of this clause shall survive the expiration of this Agreement.

N. PROJECT APPROVAL:

Upon assurance of project compliance with the requirements of the Program, and formulation of a funding recommendation for the applicant, the Municipality shall submit to DES the entire applicant file compiled to date and a financial write-up of the project by which the Municipality requests DES to approve funding for the applicant. DES shall advise the Municipality of its determination concerning its review of the financial write-up within ten (10) working days of DES's receipt of the financial write-up.

The financial write up shall contain the following information:
- Applicant/Owner Information: the name and address of the applicant, the names of the owners, and a statement concerning the presence of any owners that do not occupy the property.
- Household Information: identify the persons in the household, their relationship and ages.
- Household Income Information: identify each household member receiving an income, the type of income, and the amount of monthly income, provide the household annual income, and a statement that the household is income eligible.
- Property Information: provide a unit description (one unit substandard detached residence), occupancy status (owner occupied), year built, year acquired, number of bedrooms, square footage area, a statement that the property sustained damages from Hurricane Wilma, and a statement that the property is located within the municipal boundaries.
- Property Obligations: identify the status of real estate tax and mortgage payments, and property insurance coverage.
- Project Costs: list all project costs for items such as Inspection/risk assessment report, clearance test, rehabilitation construction, termite treatment, recording fees, and construction contingency, and provide a total cost for the project.

- Receipt of Benefits/Proceeds: provide a statement concerning the applicants receipt of any SBA/FEMA benefits and/or any insurance proceeds, the amount thereof, and an explanation of which portion of such received funds will be contributed by the owner to the cost of the project.
- Funding Eligibility: provide a statement that the applicant is eligible to receive funding in accord with the Agreement between the County and the Municipality.
- Funding Recommendation: provide a funding recommendation indicating the recommended sources of funds, and the amount from each source, to meet the total cost of the project.
- Submission Statement: provide a statement identifying the person who prepared and submitted the financial write-up on behalf of the Municipality and provide a signature and date for submission from such person.
- Funding Approval: provide a section for DES to indicate its approval of the funding recommendation and a signature and date for such approval, and allow a section for DES

comments in this regard.

O. PROJECT CLOSING:

Upon approval of project funding by DES, the Municipality shall prepare certain project documents to be executed at the closing which shall be attended by The Advisor, the applicant, and the contractor for the project that has been selected through the bid process.

The Municipality shall assure that the following has occurred as a pre-requisite to closing:
- The Inspector shall conduct a pre-closing pre-construction site conference/walk-through with the applicant and the contractor. At this walk-through the participants shall review the scope of work to be performed, the schedule of work, and they shall establish whether there is a need for the homeowner to move any personal or household items to facilitate the contractor's work.
- The Advisor shall receive evidence of contractor insurance as specified in the bid documents and construction contract which evidence shall be placed in the applicant file.
- The Advisor shall verify that the project contractor does not appear on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs (see http://www.epls.gov/).
- For projects requiring lead-base paint abatement, the Advisor shall receive from the contractor an occupant protection plan prepared according to applicable regulations.

The closing shall be conducted by the Advisor who shall review all documents with the applicant prior to execution. The documents to be executed by the applicant shall include:
- Mortgage.
- Promissory Note.
- Notice of Commencement.
- Notice to Proceed.
- Contract for Exterminating Services (between the applicant and the exterminating company).
- Construction Contract (between the applicant and the contractor).

Note: All owners of record (including the applicant(s) who reside at the property and owners who reside elsewhere) must execute the mortgage and promissory note. In instances where the applicant has a life estate, all "remainder men" must join the applicant in executing the mortgage and promissory note.

The documents to be executed by the contractor shall include:
- Construction Contract (between the applicant and the contractor).
- Certification of Nonsegregated facilities.
- Certification of Eligibility of General Contractor.
- Noncollusion Affidavit of Prime Bidder.
- Anti-kickback Affidavit.

The Advisor shall provide the contractor blank payment request forms for the contractor's use, and after the closing shall obtain the exterminating company's counter signature on the Contract for Exterminating Services. The Municipality shall, immediately after the closing, assure that the original executed mortgage accompanied by a copy of the promissory note, and the notice of commencement are recorded in the public records of Palm Beach County. The Inspector shall, immediately after recording, assure that a certified copy of the recorded Notice of Commencement is posted in a visible location at the property to be rehabilitated.

The Municipality shall assure that all funds from other sources, except funds to be provided under this Agreement, intended for a project regardless of source shall be available at closing. This shall include all the applicant's contributions, all insurance proceeds and/or any payment from SBA/FEMA (or other agency), as well as all the Municipality's funds to be used for the project. All such funds, in the form of checks made payable to the Palm Beach County Board of County Commissioners, shall be transmitted to DES immediately after the closing for escrow.

For projects where lead-based paint abatement is to be performed and where the occupants of the house are to be temporarily relocated, the Advisor shall, at the closing, coordinate the abatement work days and the temporary relocation dates with the applicant, the contractor, the Inspector, and the hotel.

The Municipality shall use a Document Affidavit, a blank form of which shall be provided to it by DES, in connection with closings for property owners who are unable to read (for illiterate persons and for persons who due to a physical disability are unable to read), and who do understand English. The Advisor shall list on this affidavit all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to read these documents to the property owner. The Advisor shall prepare and deliver these documents to the reader in advance of the closing to allow enough time for reading. The Document Affidavit shall be executed by the reader and secured by the Advisor for the closing to be placed in the applicant file.

The Municipality shall use a Translated Document Affidavit, a blank form of which shall be provided to it by DES, in connection with closings for property owners who do not understand English. The Advisor shall list all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to translate these documents to the property owner noting that an oral translation is sufficient, provided that the nature and effect of the documents is translated. The Advisor shall prepare and deliver these documents to the translator in advance of the closing to allow enough time for translation. The Translated Document Affidavit shall be executed by the translator and secured by the Advisor for the closing to be placed in the applicant file.

P. REHABILITATION CONSTRUCTION:

The Inspector shall inspect the work in progress being performed by the contractor and review and approve all construction draws made against the contract. The applicant shall approve all work requested for payment. Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall not release such retainage until it has obtained written approval from DES that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES. **In the event that Municipality has failed to provide satisfactory and DES-approved project closeout documentation within thirty (30) days of the project completion, DES may recapture these funds.**

All lead-based paint remediation, temporary relocation of occupants, notifications, clearance testing, and related documentation shall be carried out in compliance with HUD lead-based paint regulations for projects funded under the Program. This shall include the provision of a Lead-based Paint Notice of Hazard Reduction Activity to the applicant after hazard reduction activities have been completed.

During construction, change orders for unforeseen code related work items necessitating an increase in the contract amount may be approved provided contingency funds are available. If contingency funds are insufficient, additional funds may be obtained for the project as described below. The Municipality shall request DES's approval of all change orders before they are signed regardless of whether or not the change orders cause an increase in the contract amount. DES shall advise the Municipality of its determination concerning its review of change orders within ten (10) working days of DES's receipt of the proposed change order.

Upon completion of the work, the contractor shall ensure that all work has been approved by the building department with jurisdiction over the project, and obtain the necessary permit approvals. The contractor shall request a final inspection by the Municipality which shall be followed by the Municipality providing the contractor with a punch list of deficiencies (if such deficiencies exist) to be corrected by the contractor prior to final payment.

When the work is fully completed, the Municipality shall obtain the applicant's approval of the final payment. The final payment shall be subject to the Municipality's receipt of the following from the contractor:

- Original building permits with Bldg. Dept. final approval, and Certificate of Completion.
- Original contractor's roof nailing affidavit.
- Original contractor's warranty showing the final inspection date/warranty start date.
- Original contractor's release of lien (with all subcontractors listed).
- Original subcontractors' releases of lien for subcontractors with Notices to Owner.
- Original abatement report for projects with lead-based paint abatement.

- Required product approvals.
- Manufacturers' warranties for equipment and appliances.

The Municipality shall pay the contractor for completed work that is contained in the construction contract as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

In connection with the first draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the Occupant Protection Plan for projects with lead-based paint abatement.
- A copy of the executed construction contract.
- A copy of the contractor's bid showing the work items and the cost of each.
- A copy of the contractor's payment request approved by the Inspector and the applicant, which shows the work items approved for payment and their costs, and which provides an accounting of the contract amount, change orders, retainages, payments to date, deductions and a computation of the approved payment.
- A copy of the check tendered in payment by the Municipality.

In connection with the interim draws for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

In connection with the final draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:
- A copy of the contractor's roof nailing affidavit.
- A copy of the contractor's warranty.
- A copy of the contractor's release of lien.
- A copy of the abatement report for projects with lead-based paint abatement.
- A copy of the lead-based paint clearance test showing a pass designation after abatement.
- A copy of the Lead-based Paint Notice of Hazard Reduction Activity.
- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

Extermination, if necessary, shall be carried out after completion of construction and as scheduled by the Advisor. The Municipality shall inspect the extermination work and review and approve the payment for such services. The applicant shall also approve extermination work requested for payment.

The Municipality shall pay for the completed extermination work that is contained in the contract for exterminating services as approved by DES, and request DES for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

Furthermore, in connection with the extermination services that are requested for reimbursement, the Municipality shall provide the following:
- A copy of the executed contract for exterminating services.
- A copy of the company's invoice approved by the Municipality and the applicant.
- A copy of the check tendered in payment by the Municipality.

Q. TEMPORARY RELOCATION POLICY:

The Municipality shall not cause the permanent dislocation of any persons as a result of implementing the Program. The parties to this Agreement recognize that the rehabilitation process may in some instances require the temporary relocation of the applicant and the applicant's household members due to activities such as lead-based paint abatement or during extermination of wood destroying organisms. Accordingly, the Municipality hereby adopts the below Temporary Relocation Assistance Policy and obligates itself to making the payments associated therewith without seeking reimbursement from DES for all such payments. The Municipality agrees that DES shall not reimburse any of these payments.

Temporary Relocation Assistance Policy: Should in the course of rehabilitation activities undertaken under the Program envisioned by this Agreement, the necessity arise to temporarily relocate the members of the household where rehabilitation is being performed (while lead-based paint abatement is taking place, or during extermination of wood destroying

organisms, for example), then the Municipality shall pay for the cost of accommodations (hotel/motel) incurred while temporarily housing such household members away from the home being rehabilitated. The Municipality shall endeavor to minimize the cost of such accommodations while arranging for accommodations that are as close to the home being rehabilitated as possible, for the least number of nights possible, and while minimizing disruption to the family (that is, maintaining proximity to day care, schools, or work).

The Municipality shall not secure any such temporary relocation payments by the mortgage given by the applicant under the Program. Nothing herein shall preclude the applicant from voluntarily temporarily relocating to a location of the applicant's choice (such as with friends or family) while Program activities are underway without seeking payment from the Municipality.

R. PROJECT CLOSEOUT:

After all project contracts, invoices, and expenses have been paid, the Municipality shall prepare and submit to DES, along with the entire applicant file compiled to date, a closeout statement which shall show all allocated funds, and an itemized listing of all payments made on behalf of the applicant, and all undisbursed funds and their disposition. Funds that have been secured by the mortgage and that have not been expended shall be credited by the Municipality to the applicant as a principal reduction of the loan. The closeout statement, shall be prepared and signed by the Advisor, and shall be placed in the applicant file with a copy provided to the applicant.

S. OTHER RELATED MATTERS:

(a) PROGRAM DOCUMENTS: Prior to the Municipality's use of any documents listed below in connection with this Agreement, the Municipality shall submit the following to DES for approval: Lead-Based Paint Notice of Evaluation And/Or Presumption, Lead-based Paint Notice of Hazard Reduction Activity, bid documents and solicitation documents for all services, construction contract, notice of commencement, release of liens, warranty, extermination contract, mortgage, promissory note, notice of future advance, and affidavits. The Municipality shall use the above documents as approved by DES in connection with this Agreement. After the execution of this Agreement, the Municipality agrees to submit, in like manner, any other Program documents requested of it by DES for review and approval.

(b) DATE VALIDITY OF DOCUMENTS: The below identified documents contained in applicant files at the time of funding approval by DES shall be no more than six months old:
- Income verifications and income affidavits.
- Verification of real estate and mortgage liabilities.
- Evidence of owner's funding.

Note: Construction and extermination contractor's bid proposal validity date may be voluntarily extended by a letter from the contractor, and if not voluntarily extended by the contractor, the Municipality shall procure such services again through the bid process.

(c) ADDITIONAL FUNDING: The Municipality may request additional funding in excess of amounts approved by DES for a project (such as for change orders), provided that the sum of additional funding and original project funding does not exceed the funding limit per applicant established in this Agreement. In its request, the Municipality shall identify the purpose of the additional funds and provide a detailed accounting of the items to be funded.

In the instance where such sum would exceed the funding limit per applicant established in this Agreement, the applicant shall be given the opportunity to make up any funding short fall, and if not made up by the applicant, the Municipality may request DES for a waiver allowing the sum to exceed such limit. The approval of waivers, if recommended by DES, shall be made by means of an amendment to this Agreement to be executed by the parties with the same formality as this Agreement. Waivers may be considered in connection with the need for additional funds arising from unforeseen conditions related to the construction rehabilitation at the property, or in connection with any other needs deemed appropriate by DES and otherwise regarded as eligible program costs as identified herein.

All additional funds, not included in the mortgage and promissory note, and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note, before such funds are expended. The notice of future advance and a copy of the promissory note shall be promptly recorded by the Municipality in the public records of Palm Beach County.

(d) TERMINATION OF FUNDING: The Municipality shall take steps to terminate funding and accelerate loan repayment during the rehabilitation process if:
- The applicant refuses or fails to allow the rehabilitation work to commence within thirty (30) days from construction contract award.
- The applicant refuses or fails to allow completion of rehabilitation after commencement.
- The applicant refuses to authorize payments associated with the project which have been deemed payable by DES's Director.
- An event of default occurs as specified in the mortgage or promissory note.
The Municipality shall give the applicant notice of such termination and/or acceleration, as appropriate, with legal follow-up where necessary.

(e) SUBORDINATION OF MORTGAGE: The Municipality shall establish a written policy for the future subordination of mortgages taken in connection with this Agreement provided that such policy aims at preserving homeownership, and provided that the execution of such subordination preserves or enhances the encumbered property's value, and that the execution of such subordination does not adversely affect the Municipality's financial interest in the rehabilitated property. **The provisions of this clause shall survive the expiration of this Agreement.**

(f) SATISFACTION OF MORTGAGE: The Municipality shall issue the applicant a satisfaction of mortgage when the applicant has complied with all the terms and conditions contained in the mortgage and promissory note. Upon issuance, the Municipality shall record the satisfaction of mortgage in the public records of Palm Beach County and shall transmit the original to the applicant. The original recorded satisfaction of mortgage document shall be accompanied by the original mortgage and promissory note when transmitted to the applicant. **The provisions of this clause shall survive the expiration of this Agreement.**

(g) RETENTION OF APPLICANT FILES: All applicant files (files for completed projects, files that are incomplete, and files for rejected applications) shall be retained by the Municipality for a period of six (6) years from the date of final closeout of the agreement between Palm Beach County Board of County Commissioners and the State of Florida for the 2005 Disaster Recovery Initiative Program, or the statutory required period (F.S. Chapter 119), whichever is longer. **The provisions of this clause shall survive the expiration of this Agreement.**

T. SECTION 3 REQUIREMENTS:

The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement, and shall report their compliance efforts on Exhibit "I," referenced as "Section 3 Compliance Information," which is attached hereto and incorporated by reference. Information on Section 3 is available from DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other

impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

U. REPORTS:

The Municipality shall submit to DES detailed monthly and semi-annual reports as described below:

(a) MONTHLY REPORT: The Municipality shall submit to DES detailed monthly progress reports in the form provided as Exhibit "D" to this Agreement. Each report must account for the total activity for which the Municipality is funded under this Agreement. The progress reports shall be used by DES to assess the Municipality's progress in implementing the project.

(b) SEMI-ANNUAL REPORT: The Municipality shall submit to DES detailed semi-annual reports in the form provided as Exhibit "E" to this Agreement. During the term of this Agreement, the Municipality shall each 31st day of March submit such report for the prior six month period beginning on the preceding 1st day of October, and ending on said 31st day of March. In addition, during the term of this Agreement, the Municipality shall each 30th day of September submit such report for the prior six month period beginning on the preceding 1st day of April, and ending on said 30th day of September.

(c) CLOSEOUT REPORTS: After the completion of all activities funded under this Agreement, the Municipality shall submit to DES the closeout reports identified as the Housing Benefit Report and the Beneficiary Data Report in the from provided as Exhibits "F" and "G" to this Agreement and incorporated by reference.

(d) OTHER REPORTS: The Municipality agrees to submit to DES any other reports required by the State in connection with activities undertaken through this Agreement including, but not limited to, reports associated with Section 3.

The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

V. MONTHLY PERFORMANCE REQUIREMENTS: The time frame for completion of all outlined activities shall be September 16, 2012. The Municipality shall meet these monthly requirements by the timely performance, documentation, and completion of the following tasks:

(1) Final Housing Units Rehabilitated May to August, 2012

(2) Final Draw Down of Rehab/Mitigation August and September, 2012

This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion, or lack thereof, of the Monthly Performance Benchmarks and/or the rate of expenditure of funds, as determined by HCD.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Monthly Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future grant awards.

The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter of the Municipality's compliance with the above.

The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

III. THE COUNTY AGREES TO:

A. Provide funding for the above specified activities during the term of this Agreement, as follows:
   (a) An amount of $1,105,745: For payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).
   (b) An amount of $75,000, from the amount $1,105,745 allocated for rehabilitation construction costs, is eligible for activity delivery costs.

B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by DES and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.

D. The County shall perform an environmental review of each project, and review and approve all aspects and expenditures of each project as specified herein. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.

EXHIBIT "B"

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

I, the undersigned, authorize the Federal Emergency Management Agency (FEMA), the State of Florida, and appropriate agencies of the State of Florida responsible for providing disaster assistance to release information relating to my eligibility for monetary or other forms of assistance arising from the major disasters declared: Hurricanes Katrina FEMA-DR-1602-FL (dated August 28, 2005), and/or Wilma FEMA-DR-1609-FL (dated October 24, 2005) to those agencies that provide disaster-related assistance. This authorization permits the release of information that is deemed confidential under Federal and State Privacy Acts.

This authorization is given to obtain and/or provide assistance I need as a result of the prior referenced federal disaster(s) to insure that benefits are not duplicated. It includes the sharing of information about my applicati0on in FEMA's possession or under FEMA's control.

This authorization includes only information necessary to allow the appropriate agency or organizations to determine if I am eligible for assistance from that agency or organization. This information is not to be used for any other purpose.

I also understand and acknowledge that signing this does not guarantee that I will get assistance from Voluntary Agencies and/or appropriate Federal and State agencies. However, without my permission, my information cannot be shared with other agencies or organizations for consideration. I understand that I will still receive all FEMA assistance for which I am eligible.

This Authorization is submitted pursuant to 28 U.S.C. § 1746 under penalty of perjury.

OPTIONAL - I choose to exclude the following agencies from access to this information:

_____

I understand that it is my choice to sign this Release:

_____ _____

Name (Printed) Date

_____

Signature

Pre-Disaster Address: _____

Current Address: _____

Phone or Message #: _____ FEMA Registration #: _____

EXHIBIT "C"

ENVIRONMENTAL REVIEW CHECKLIST REQUEST

1. REQUESTING AGENCY NAME

2. CONTACT PERSON

Name:		Date:	

3. CONTACT INFORMATION

E-Mail:		Phone:	

4. HOMEOWNER / HOMEBUYER / PROJECT NAME

5. FUNDING SOURCE

[ ] CDBG [ ] HOME [ ] DRI [ ] NSP1 [ ] NSP2 [ ] Other: _____

6. ACTIVITY TYPE

[ ] Direct Homeownership Assistance/Subsidy to the homebuyer for:
- [ ] S/F New construction
- [ ] S/F Acquisition with [ ] minor Rehab [ ] major rehab
- [ ] S/F Acquisition

[ ] Residential New Construction:
- [ ] 1-4 units
- [ ] 5+ units

[ ] Housing Rehabilitation:
- [ ] Residential: [ ] 1-4 units [ ] 5+ units
- [ ] Non-residential conversion to residential

[ ] Acquisition:
- [ ] Existing Residential Properties without Rehabilitation: Number of Units: ____
- [ ] Existing Residential Properties with Rehabilitation: Number of Units: ____
- [ ] Land Acquisition: Proposed Number of Units: ____
- [ ] Existing Non-Residential Structures for Conversion: Proposed Number of Units: ____

[ ] Demolition:
- [ ] Existing Residential: [ ] 1-4 units [ ] 5+ units
- [ ] Non-residential

[ ] Capital Improvements:
Specify: _____

7. PROPERTY INFORMATION

Property Address:	
Property Owner(s):	
Property Control No:	
Property is:	[ ] Vacant [ ] Owner occupied [ ] Tenant occupied
Year Built:	_____ (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

8. ENVIRONMENTAL PHASE 1 AUDIT:

Has an environmental Phase I audit been conducted for the property?

[ ] No [ ] Yes (If yes, attach a copy of the report)

9. FOR REHABILITATION PROJECTS:

Describe the proposed rehabilitation work: _____

10. TYPE OF STRUCTURE:

[ ] Single Family
[ ] Multi Family Structure - Number of Units: _____
[ ] Commercial
[ ] Other - Specify: _____

ENVIRONMENTAL REVIEW CHECKLIST REQUEST - Continued

11. ZONING DESIGNATION AND COMPLIANCE:
Zoning designation: _____
Does the structure comply with the applicable zoning requirements? [ ] Yes [ ] No

12. UTILITIES:
Is this property served by a water main? [ ] Yes [ ] No
Is this property presently served by a sewer line? [ ] Yes [ ] No

REQUEST SUBMITTED BY:

_____ _____ _____

Name Signature Date

REHABILITATION JUSTIFICATION
AND
HISTORICAL BACKGROUND INFORMATION

For structures built more than 50 years ago:

1. Provide a detailed justification for the rehabilitation of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs:

_____

2. Provide information on any historical events or individuals known to be associated with the above stated property:

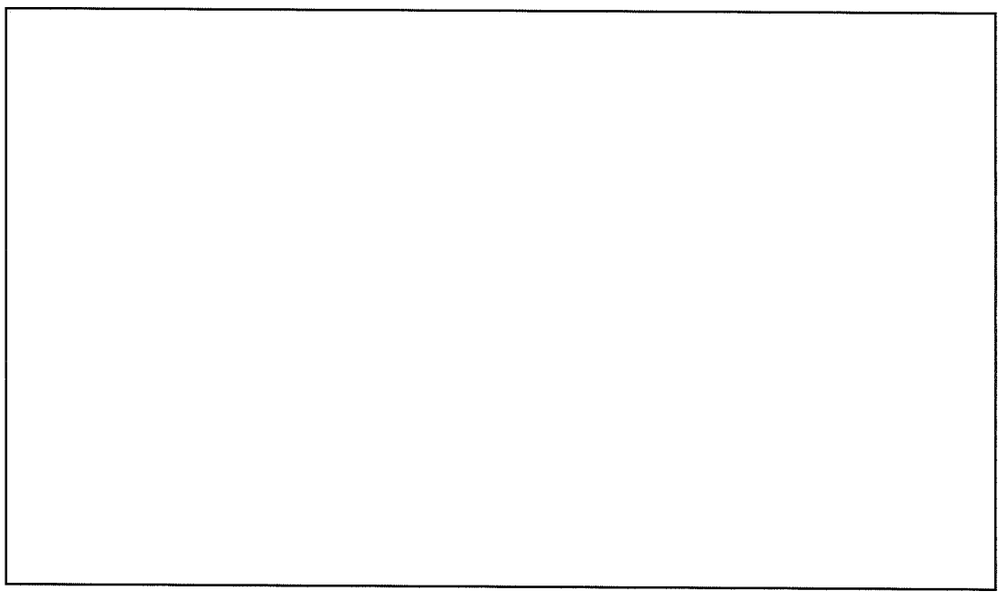
_____

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings:

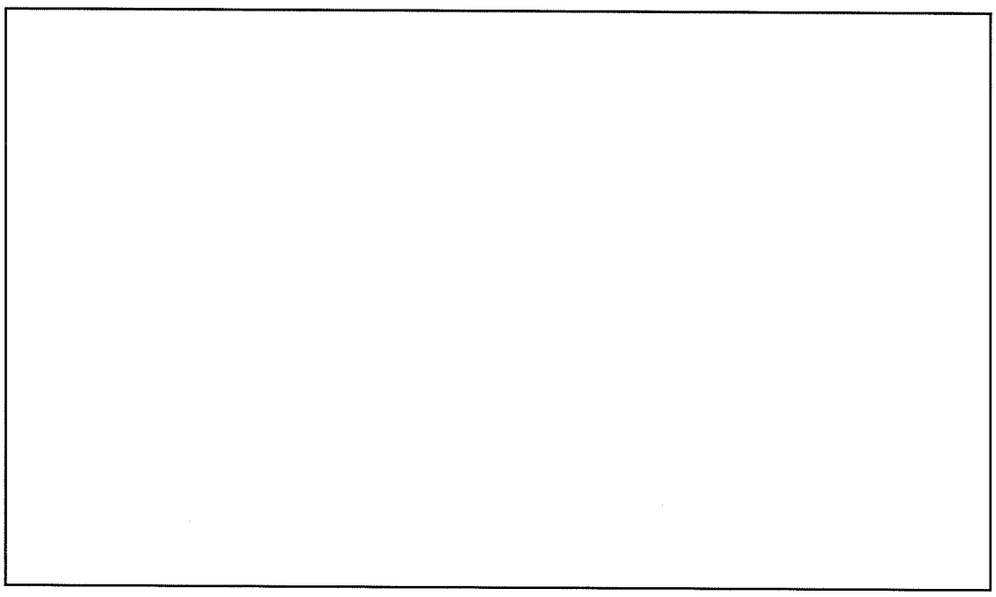
_____

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	
PHOTO DATE:	



FRONT VIEW



SIDE VIEW

EXHIBIT "D"

PALM BEACH COUNTY
DEPARTMENT OF ECONOMIC SUSTAINABILITY

MONTHLY NARRATIVE REPORT

Report For:	Month: _____ Year: _____
Subrecipient Name:	**City of Riviera Beach**
Project Name:	Project Name – Housing Rehab
Report Prepared By:	_____ _____ _____ Name Signature Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:$_____ Other Funds:$_____

Amounts Expended to Date:

//	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	$	$	%
Other Funds:_____	$	$	%
Other Funds:_____	$	$	%
TOTAL:	$	$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

_____

_____

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):_____

_____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period:_____

_____

_____

Describe any problems encountered during this reporting period:_____

_____

Other comments:_____

_____

_____

I, _____, do hereby certify that the City of Riviera Beach has met all of its Monthly Performance Requirements (Exhibit "A", Paragraph V) referenced in the Agreement during this reporting period.

_____
Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CREIS
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT "D" Continued

PALM BEACH COUNTY
DEPARTMENT OF ECONOMIC SUSTAINABILITY

TENANT INFORMATION REPORT

Project Name:	City of Riviera Beach – Housing Rehab		
Report Period:	From _____, 20___ to _____, 20___		
Prepared By:			
Report Date:	_____, 20___	**Page** _____ **of Pages**	

Fill in the required information for each apartment or place a check mark where applicable.

	Unit No. ___	**Unit No. ___**	**Unit No. ___**	**Unit No. ___**
Tenant Name:				
Lease start date:				
No. of bedrooms:				
Household Income at 30% of AMI or less	[ ]	[ ]	[ ]	[ ]
Household Income at or below 50% of AMI but greater than 30% of AMI	[ ]	[ ]	[ ]	[ ]
Household Income at or below 80% of AMI but greater than 50% of AMI	[ ]	[ ]	[ ]	[ ]
Household Income at or below 120% of AMI but greater than 80% of AMI	[ ]	[ ]	[ ]	[ ]
Female Head of Household	[ ]	[ ]	[ ]	[ ]
Disabled Head of Household	[ ]	[ ]	[ ]	[ ]
Hispanic Ethnicity	[ ]	[ ]	[ ]	[ ]
White	[ ]	[ ]	[ ]	[ ]
African American	[ ]	[ ]	[ ]	[ ]
Asian	[ ]	[ ]	[ ]	[ ]
American Indian or Alaskan Native	[ ]	[ ]	[ ]	[ ]
Native Hawaiian Pacific Islander	[ ]	[ ]	[ ]	[ ]
American Indian or Alaskan Native and White	[ ]	[ ]	[ ]	[ ]
Asian and White	[ ]	[ ]	[ ]	[ ]
African American and White	[ ]	[ ]	[ ]	[ ]
American Indian/Alaskan Native and African American	[ ]	[ ]	[ ]	[ ]
Other Multi-racial	[ ]	[ ]	[ ]	[ ]

EXHIBIT "E"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
CONTRACTUAL OBLIGATIONS AND MBE REPORT

Project Name:	**City of Riviera Beach – Housing Rehab**	**Report Date:**		**Page _____ of _____ Pages**
Report Period:	[ ] October 1, 200___, to March 31, 200___.[ ] April 1, 200___, to September 30, 200___.	**Prepared By:**		

(1) Contractor/Subcontractor name and address (fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. that are funded under the agreement for this project. All Contractors and subcontractors (with contracts over $10,000) that are paid with CDBG funds must be included. Do not list previously reported information.	(2) Prime Contractor Employer Identification Number *	(3) Subcontractor Employer Identification Number (see below)	(4) Amount of Contract or Subcontract	(5) Type of Trade Code (1 thru 3) (see below)	(6) Contractor or subcontractor Racial/Ethnic Code (1 thru 6) (see below)	(7) WBE (yes or no)	(8) Section 3 (yes or no)
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
Name: Street: City, State, Zip:							
(3) When subcontractor employer identification is used, information in columns 4 through 8 must reflect the subcontractor information, not the prime contractor's information; also include the prime contractor's employer identification number. * Employer identification number or social security number		(5) Type of Trade Codes: 1 = New Construction (including rehab, water, and sewer 2= Education/Training 3= Other (including supply, professional services and other activities except construction and education/training)		(6) Racial/Ethnic Code: 1=White American 4= Hispanic American 2= Black American 5= Asian/Pacific American 3= Native American 6=Hasidic Jews (7) WBE = Women Business Enterprise			

EXHIBIT "F"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
HOUSING BENEFIT REPORT

Project Name:	City of Riviera Beach 2005 DRI Housing Rehabilitation	**Prepared By:**		**Report Date:**		**Page ____of _____ Pages**

Name of Owner	Name of Occupant	Street Address (Street, city, zip) (If replacement, new address)	Total Cost of Rehab or Replacement	Total DRI Funds Invested	Date Completed	Rehab (Yes/No)	Replacement (Yes/No)	No. Of Bedrooms	Unit Made Handicapped Accessible (Yes/No)	Unit Qualified as "energy star" (Yes/No)	Unit Brought into Compliance with Lead Safety Requirements (Yes/No)
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							
			$	$							

EXHIBIT "G"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY

BENEFICIARY DATA REPORT

Project Name:	City of Riviera Beach – 2005 DRI Housing Rehabilitation		
Prepared By:		**Report Date:**	

	Number
Total Beneficiaries: Proposed	
Total Beneficiaries: Actual	
LMI Beneficiaries: Proposed (80% of AMI or Less)	
LMI Beneficiaries: Actual (80% of AMI or Less)	
VLI Beneficiaries: Proposed (50% of AMI or Less)	
VLI Beneficiaries: Actual (50% of AMI or Less)	
Male	
Female	
Disabled	
Female Head of Household	
Elderly	
Hispanic Ethnicity	

	No. of Units **Owner** Occupied	No. of Units **Renter** Occupied
White		
African American		
Asian		
American Indian or Alaskan Native		
Native Hawaiian Pacific Islander		
American Indian or Alaskan Native and White		
Asian and White		
African American and White		
American Indian/Alaskan Native and African American		
Other Multi-Racial		
Total: (Same as Total Beneficiaries: Actual shown above)		

EXHIBIT "H"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
DRI DAMAGE ASSESSMENT REPORT

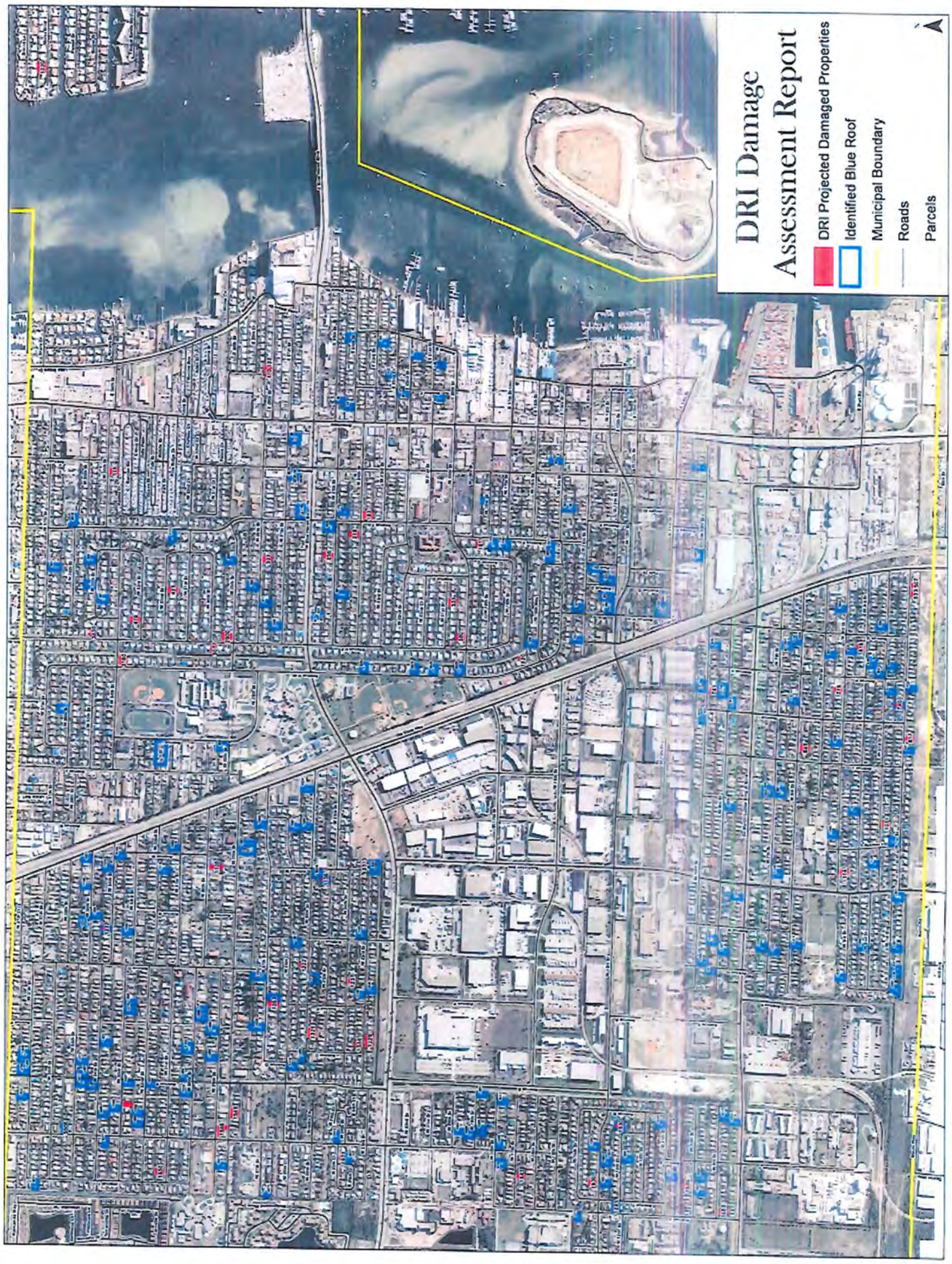


EXHIBIT "I"

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY
SECTION 3 COMPLIANCE INFORMATION

(Construction Prime Contractor)

Local Government City of Riviera Beach CDBG Contract # _____

Project: _____

Part A: Completed only by the prime contractor if the contract amount is at least $100,000.

Contractor Name: _____ Contract Amount: $_____

1. Does the business qualify as a "Section 3 Business Concern" because
   a) It is at least 51% owned by Section 3 residents*, ☐ Yes ☐ No

   OR

   b) At least 30% of its permanent full-time employees are
      i) Currently Section 3 residents*, **OR** ☐ Yes ☐ No
      ii) Were Section 3 residents* within first 3 years of employment, ☐ Yes ☐ No

   OR

   c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above? ☐ Yes ☐ No

   If **yes**, list any Section 3 subcontractors and subcontract amount:

   Name: _____ Amount: $_____

   Name: _____ Amount: $_____

   Name: _____ Amount: $_____

2. Will the contractor be hiring any additional staff (office or field) for this project? ☐ Yes ☐ No

   If **yes**, what types of jobs (e.g., laborer, equipment operator), and how many additional hires estimated in each job type?

_____

_____

_____

_____

_____

_____

_____

*Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) *A low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

EXHIBIT "I" (Continued)

Section 3 Compliance Information
(Construction Subcontractor)

Part B: Completed only by construction subcontractors if the prime contract is at least $100,000 (Do not include equipment or material suppliers unless they are installing also.)

Subcontractor Name: _____ Subcontract Amount: $_____

1. Does the business qualify as a "Section 3 Business Concern" because
   a) It is at least 51% owned by Section 3 residents*, ☐ Yes ☐ No

   OR

   b) At least 30% of its permanent full-time employees are
      i) Currently Section 3 residents*, **OR** ☐ Yes ☐ No
      ii) Were Section 3 residents* within the first three years of employment. ☐ Yes ☐ No
2. Will the subcontractor hire any additional staff (office or field) for this project? ☐ Yes ☐ No

   If ***yes***, what types of jobs (e.g., laborer, equipment operator, and how many additional hires estimated in each job type?

   _____
   _____
   _____
   _____
   _____
   _____

*Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) *A low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

Section 3
Palm Beach County Income Limits
For
West Palm Beach – Boca Raton - Delray
Effective December 12, 2011

NUMBER OF PERSONS IN HOUSEHOLD	INCOME LIMIT AT 80% OF MEDIAN INCOME
1	$40,550
2	$46,350
3	$52,150
4	$57,900
5	$62,550
6	$67,200
7	$71,800
8	$76,450

EXHIBIT "J"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM:	Asbestos Containing Building Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Economic Sustainability
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Health and Safety Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant, (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting must be done for all asbestos containing building materials (ACBM) indicating less than 1% asbestos (to determine if any asbestos is present).
- Samples of vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM).
- Joint compound shall be analyzed as a separate layer.
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed (in lieu of sampling the roof, it may be presumed to contain asbestos).

For Demolition Projects:

- Point counting must be done for all "friable" asbestos containing building materials (ACBM), indicating less than 1% asbestos. This includes joint compounds (to be analyzed as a separate layer), and vinyl asbestos tile.
- Roof materials shall be presumed to be asbestos containing.

If the Municipality has a recent asbestos survey report prepared by a licensed asbestos consultant, a copy may be provided to DES and PBCAC for review to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Municipality or requested by DES. A copy of the completed survey will be forwarded to the Municipality. All asbestos surveys shall be forwarded to the PBCAC.

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal, (such as asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.

(b) Asbestos Abatement work may be contracted by the Municipality or by DES upon request.

(c) If the Municipality contracts the asbestos abatement, the following documents are required to be provided to the DES and the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(d) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement.

DES will provide a copy of all contractor and consultant documents to the Municipality.

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, Standard Interpretation (OSHA), Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003. The renovation contractor must submit a work plan to DES and the PBCAC prior to removal of the materials.

B. DEMOLITION

All "friable" ACBM must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC prior to demolition. Friable materials include: resilient asbestos tile and mastic which is not intact, linoleum, asbestos containing joint compound, asbestos containing cement panels (e.g. transite), etc.

Intact resilient tile and asbestos roof materials may be demolished with adequate controls (e.g. wet method) by a demolition contractor provided the contractor is aware of the asbestos containing materials present and exercises adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to insure proper control measures and waste disposal. Any exceptions to these guidelines may be requested through DES prior to the removal, (such as asbestos containing roofs, transite pipe). Exceptions may be granted by DES prior to the removal, (i.e. asbestos containing roofs, transite pipe). The Municipality must obtain approval for all exceptions from DES and the PBCAC.

(a) Asbestos Abatement work may be contracted by the Municipality or by DES upon request.

(b) If the Municipality contracts the asbestos abatement, the following documents must be provided to the PBC/DES and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by an FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DES. DES will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact".
3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspect asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAPS NOTIFICATION

A. RENOVATION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to an asbestos renovation that includes regulated asbestos containing material greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Municipality (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least 3 working days prior to the removal.

B. DEMOLITION

A NESHAP form must be received by the Palm Beach County Health Department at least ten working days prior to the demolition. The NESHAP notification shall be sent return receipt requested to the address shown below with a copy to DES. DES shall provide a copy to the PBCAC. All fees shall be paid by the Municipality.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Municipality, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M – National Emission standard for Asbestos, revised July 1991

(b) Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute, NRCI, Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995

(i) US Dept of Labor, Standard Interpretation (OSHA)
1. Application of the asbestos standard to demolition of buildings with ACM in Place, 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, 11/24/2003.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: REGULAR

Subject: Authorizing settlement in the matter of Riviera Beach Citizens Task Force & Emma Bates v. the City of Riviera Beach, et al., Case No.: 502011CA001501XXXXMB AA.

Recommendation/Motion: Authorize settlement of the case.

Originating Dept.	City Attorney's Office	**Costs:**	$20,000
User Dept.	City Attorney's Office	**Funding Source:**	Liability Insurance Fund
Advertised:	No	**Budget Account Number:**	602-0539-51-0-4508
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The Riviera Beach Citizens Task Force (Task Force) filed a lawsuit against the City of Riviera Beach (City) in 2011, challenging the referendum petition sponsored by the Committee for a Better Riviera Beach. The Task Force also alleged that members of the City Council violated the sunshine law with respect to events leading up to the 2011 election. The case is currently being litigated in the Circuit Court in and for Palm Beach County, and the parties are scheduled to have cross motions for summary judgment heard in the middle of February 2013. The parties have been negotiating a settlement of the case and have tentatively agreed to settle the matter for $20,000, pending City Council approval.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	$20,000

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact $20,000

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: 602-0539-51-0-4508

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

Liability Insurance 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:

013013_TASK_FORCE_settlement_resolution_for_February_6_2013_mtg.doc		Settlement of Task Force case.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF RIVIERA BEACH CITIZENS TASK FORCE & EMMA BATES V. THE CITY OF RIVIERA BEACH, DAWN PARDO, BILLIE BROOKS, CEDRICK THOMAS, AND SHELBY LOWE IN THEIR OFFICIAL CAPACITY AS MEMBERS OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, CASE NO.: 502011CA001501XXXXMB AA IN THE TOTAL AMOUNT OF $20,000.00; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY AFTER RECEIVING A GENERAL RELEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Citizens Task Force (Task Force) filed a lawsuit against the City of Riviera Beach (City) in 2011, challenging the referendum petition sponsored by the Committee for a Better Riviera Beach, and alleging a sunshine violation; and

WHEREAS, the case is currently being litigated in the Circuit Court in and for Palm Beach County; and

WHEREAS, the parties have agreed to settle the case for $20,000.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That settlement in the matter of *Riviera Beach Citizens Task Force & Emma Bates v. The City of Riviera Beach, et al., Case No.: 502011CA001501XXXXMB AA* is hereby approved in the total amount of $20,000.

SECTION 2. That Gallagher Bassett Services is authorized to make payment to the Task Force on behalf of the City, after receiving a general release from the Task Force.

SECTION 3. That this resolution shall take effect immediately upon its passage and approval by City Council.

[Signatures on following page]

PASSED and APPROVED this _____ day of February, 2013**.**

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
DAWN S. PARDO
CHAIR PRO TEM

_____
JUDY L. DAVIS
COUNCILPERSON

_____
CEDRICK A. THOMAS
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

D. PARDO _____

J. DAVIS _____

C. THOMAS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

PHR:syj:01/30/13

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: REGULAR

Subject: Review and analysis of all Utility Billing and Customer Service Processes; concerns; recommendations and responses.

Recommendation/Motion: N/A

Originating Dept.	Finance	**Costs:**	N/A
User Dept.	Utility Special District and Utility Billing	**Funding Source:**	Utility District Operating Budget, Finance Dept. Operating Budget
Advertised:	No	**Budget Account Number:**	Utility Billing Budget
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Power Point Presentation representing overview of Office Environment, Staffing, Billing, Cashiering, Policies, Procedures, Work Flow, Management Tools, Utility Special District and Utility Billing Relations, Banking Services, Technology and Customers relative to Concerns, Responses and Recommendations

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: Utility Billing Budget

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

Utility District Operating Budget, Finance Dept. Operating Budget

C. Department Fiscal Review

N/A

III. Review Comments

A. Finance Department Comments:

At the November 7, 2012 meeting of the City Council, Resolution No. 130-12 was adopted providing for a 90-day period to develop a comprehensive plan to establish a permanent process for dealing with customer complaints. This presentation is the response to the Council's request.

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:
Customer_Service_Presentation.pdf	USD Customer Service Power Point

Utility
Customer Service
Review, Analysis and Recommendations

Review Process

- Interviewed all Utility Billing Staff
- Reviewed Metering process with Utility Billing and USD staff
- Reviewed ordinances
- Reviewed policies
- Reviewed USD Charter
- Reviewed Utility Service Agreement
- Reviewed USD resolutions
- Reviewed audit work papers
- Reviewed Internal Audit reports
- Reviewed Bond documents
- Reviewed AWWA Best Practice
- Observation of Utility billing office
- Discussed issues with software provider
- Discussed issued with bank services provider
- Responded to customer calls
- Provided problem resolution/research
- Visit to Seacoast Utility Authority and Jupiter Utility Customer Service

SWOT Analysis

Strengths – Weaknesses – Opportunities - Threats

- Strengths
  - Engaged Management
  - Committed Staff
  - Knowledgeable Staff
  - Technology upgrades
  - Previously identified improvements

- Weaknesses
  - Poor Customer service
  - Limited Financial & staff resources
  - Limited knowledge on remedies
  - Limited use of technology
  - Continued time pressures
  - Disconnect between staffs

- Opportunities
  - Reinvent customer service
  - Modernize service delivery
  - Develop efficiencies
  - Expedite service
  - Enhance customer satisfaction

- Threats
  - Continued limits on resources
  - Outside Influences
  - Misinformation
  - Resistance to change
  - Resistance of customer to use tools
  - Space restrictions

Office Environment

Concerns

- Overwhelming work load
- Conflicting responsibilities
- Inefficient work space
- Loud work environment
- No separation between paying customers and customers with inquiries only
- Unfriendly lobby
- Lack of handicap access to cashiers

Response

- Divide the Utility Billing Office into three functions
  - Billing
  - Customer Service/Problem Resolution
  - Treasury
- Establish a new location for a Customer Service/Call Center
- Redesign lobby to emulate a bank setting (Inquiries handled at desk)
- Develop a queuing system
- Provide forms in lobby
- Provide location to complete forms
- Enhance office appearance
- Relocate copier, printer and sealer

Staffing

Concerns

- Outdated or non-existent written Policies and Procedures
- Minimal training on systems
- Limited cross training
- No talking script
- No FAQ's for customers
- No connection with customers
- Inappropriate customer interaction
- Inconsistent professional behavior
- Inefficient work environment
- Conflicts with roles
- No clear performance measures

Response

- Update Policies and Procedures and provide process work flow charts
- Publish a Customer Service Guide
- Provide necessary training
  - Billing software
  - Customer Service
- Cross train employees
  - Provide clear role responsibilities
  - Develop staff rotation
  - Identify performance measures
- Develop a call center with recordable calls and manager real-time oversight
- Provide customer FAQ sheet
- Establish work rules
- Provide badges name plates and business cards
- Evaluate additional staffing needs
- Rewrite job descriptions

Billing

Concerns

- Bill format provides minimal ability to communicate with customers
- Irregular calendars result in irregular billings
- Time requirement from read-to-mail
- Bulk mail drop on Summit Blvd, WPB
- Not completing work orders prior to billing cycle
- Limited system flagging of accounts
- Multitude of rate categories

Response

- Consider changing Billing format
- Implement E-bills
- Establish set calendar for meter read
- Establish set calendar for billing
- Implement Cycle realignment
- Maximize billing system to flag accounts
- Outsource mailing
- Expedite work order process
  - Electronically deliver work orders
  - Field issued work orders
  - Preventative Maintenance Program
    - Meter change-out
    - Battery change-out
- Develop metrics for work order process
- Simplify rate structure

Cashiering

Concerns

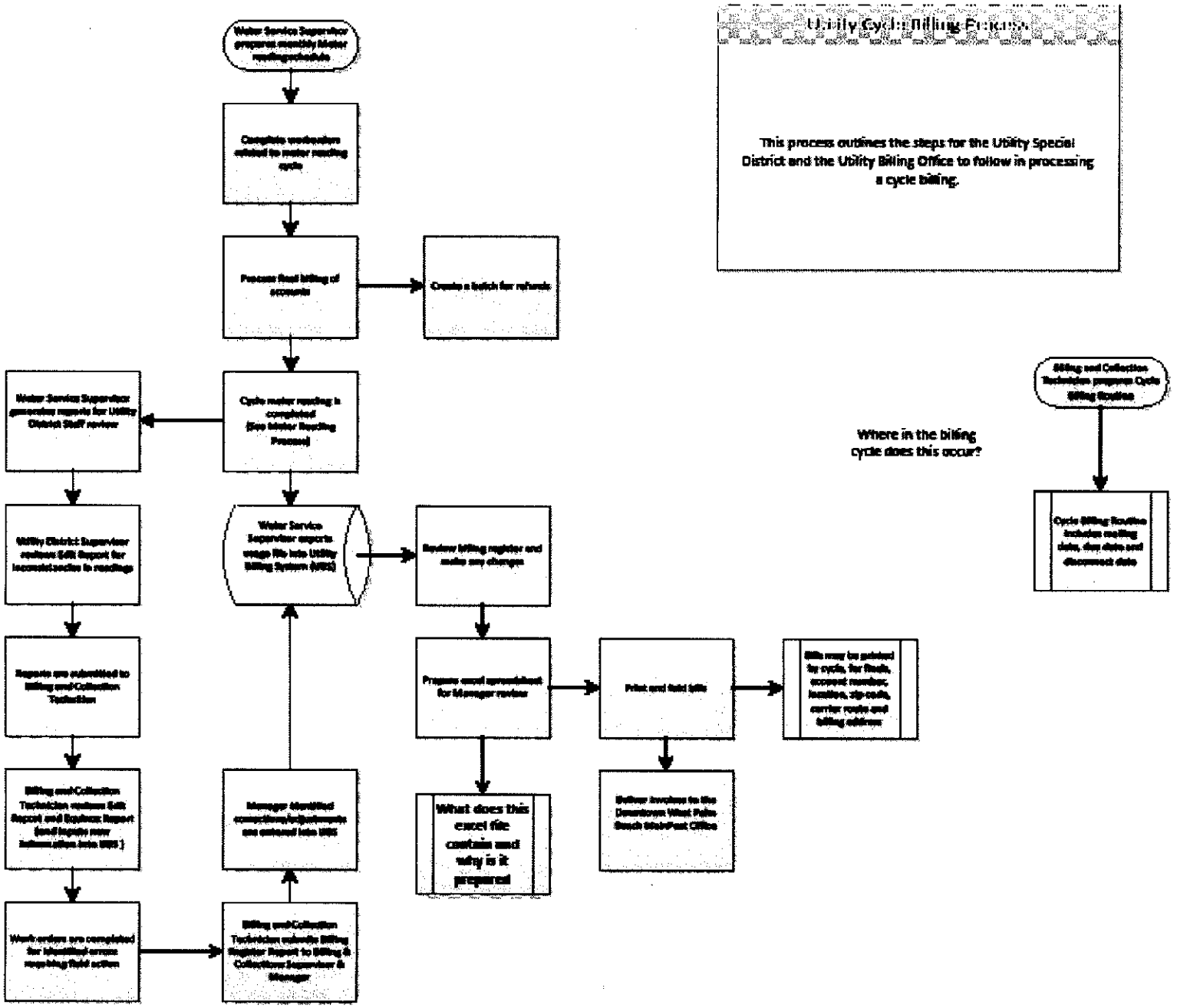
- Overlapping cashier responsibilities
  - Cashier window
  - Drive-thru window
  - Mail
  - Drop Box
- Training
  - Utility billing system
  - Utility billing policies
  - Customer Service
- Customers are unclear on payments requirements
- Manual forms
- Manual data entry
- Timeliness of work order delivery to USD staff
- Customer Service not closing the deal

Response

- Relieve cashier at window from drive-thru duties
- Relieve cashiers of mail duty
- Provide staff training
- Provide FAQ's to customers
- Provide for electronic forms
- Provide dropdown options on work orders
- OCR scan line
- Submit work orders electronically
- Take payments over the phone
- Provide for bank drafting
- Purchase cash counting machine
- Purchase electronic letter opener
- Require payments in US dollars

Policies, Procedures, Work Flow

- Billing
- Bankruptcy
- Bounced checks
- Collections
- Customer Service
- Deposits
- Delinquency
- Disconnect
- Dispute Resolution
- Implementing a rate change
- Leaks
- Liens
- Maximum Retro
- Meter change
- Meter reading
- New accounts
- Payment Plans
- Personnel
- Pools
- Record Retention
- Refunds
- Spikes in usage


Utility Cycle Billing Process
This process outlines the steps for the Utility Special District and the Utility Billing Office to follow in processing a cycle billing.
Where in the billing cycle does this occur?
What does this excel file contain and why is it prepared

Ordinances-Chapter 20 Utilities

Concerns

- USD Charter reference to City Ordinance
- Outdated – some sections are as old as 1957
- Presentation is disjointed
- Some fees are disclosed within, others are off-line
- Ordinances are not easily accessible by Utility customers
- Inconsistent enforcement or application

Response

- Rewrite to address current issues, process, policies, statutes and technology
- Reorganize in a more logical flow
- Specific areas to be redrafted:
  - Application for service
    - Property owner
  - Security deposit
  - Delinquency
  - Appeals process
  - Preventative Maintenance
  - Provide availability on the web site
- Replace Ordinances with Board adopted Policy
- Consistent enforcement of Policies and State Statutes

Management Tools

Concerns

- Limited data available for management to base decisions
- Limited opportunity for management to discuss operations

Response

- Provide system for Customer Service data collection
- Develop management reports
- Establish metrics for Customer Service
- Establish metrics for work orders
- Establish metrics meter malfunctions
- Establish standing meeting schedule
- Establish Office E-mail address
- Provide for customer surveys and feedback

USD – Utility Billing Relations

Concerns

- Current operational set-up provides a disjointed environment without a clear connection between responsibilities, authority and accountability

Response

- Provide clear definition of staff roles
- Establish process for problem resolution and subsequent policy or procedural changes
- Develop direct and indirect cost plan

Banking Services

Concerns

- Utility Billing does not accept credit or debit cards at the cashier window
- Customer is unable to pay on-line with a credit or debit card
- Payment by mail is delivered to Utility Billing Office
- Timeliness of bank deposits

Response

- Implement acceptance of credit and debit cards both at City Hall and via the web
- Establish a lock box for mailed payments
- Utilize remote deposit for check deposits
- Utilize Vault360 for cash deposits

Technology

Concerns

- Limited technology currently being utilized

Response

- Enhance on-line self-help portal
  - Account billing history
  - Account usage history
  - Archive copies of bills
- Provide on-line forms
- Provide on-line help
- Provide on-line FAQs
- Utilize E-bills
- Accept credit and debit card payments
- Provide self-help on-line lien search
- Implement Customer Service software
- Develop Field issued work orders
- Develop Field received work orders
- Maximize phone system
  - Recorded messages
  - Phone tree
  - Auto call back
- OCR scanner – In-house lock box
- License scanner
- Install a Time clock

Customers

Concerns

- Customer Service
- Customer-staff interaction
- Limited data on bills
- Limited access to data
- No written information provided
- No FAQs
- Timeliness of service
- No conveniences
  - Self-help
  - E-bills
  - Alternate payment methods
  - Accessible forms

Response

- Professional, knowledgeable staff
- Efficient visitor operation
- Inviting environment to visit
- FAQs and written information
- Quicker response on service requests
- Quicker problem resolution
- Modern conveniences
- Opportunity to provide feedback
- Formal Appeals Process
- CUSTOMER SERVICE

Committed to Change

~

Committed to Customer Service

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category:

Subject: MAYOR THOMAS MASTERS IS DONATING $500 OF HIS WASTE MANAGEMENT COMMUNITY BENEFITS FUND TO THE RIVIERA BEACH CIVIL DRUG COURT .

Recommendation/Motion: STAFF RECCOMENDS APPROVAL

Originating Dept.	OFFICE OF THE MAYOR	**Costs:**	$500
User Dept.	OFFICE OF THE MAYOR	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	**130-0101-511-6-8301**
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
Through an Administrative Order, the city's court conducts Civil Commitment Hearings and commits alcohol and drug abusers to treatment programs as an alternative to incarceration. Under the Civil Drug Court, the Family Restart Program, established with grant funds in 2002, continues to further assist clients and their families as they enhance their social and economic status after completing residential treatment.
This program in conjunction with the drug court provides group and family counseling to court ordered clients and their families, as well as provide linkage to various social, educational and therapeutic services that offer clients employment training, housing assistance, parenting education and other services for total rehabilitation and recovery. With the funding that was partially donated by the Mayor last year helped provide service to more than 200 clients on their journey through recovery and sobriety.

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:
RBCDC_2013WMCBF_request.pdf	RBCDC

CITY OF RIVIERA BEACH CIVIL DRUG COURT
PORT CENTER
2051 Martin Luther King Jr. Blvd., Suite 116
Riviera Beach, Florida 33404
Phone: (561) 840-4824 **FAX: (561) 840-4828**

INTER-OFFICE MEMORANDUM

Date: Wednesday, January 9, 2013

To: Thomas Masters, Mayor

From: Felicia A. Scott, Drug Court Coordinator

Re: Request for funding

Please accept this memorandum as a request for funding in the amount of $500.00 to support the services and programs that the Civil Drug provides including client recognition awards, group and family activities for those who have completed their court ordered treatment and have maintained their sobriety.

The City of Riviera Beach Civil Drug Court provides comprehensive municipal programs and services to prevent and reduce crimes associated with drug usage and abuse. Through Administrative Order No.6.305-9/08 the court has been established to conduct Civil Commitment Hearings and to commit alcohol and drug abusers to treatment programs as an alternative to incarceration. Under the Civil Drug Court, the Family Restart Program was established in 2002 with grant funds to further assist clients, and their families as they enhance their social and economic status after completing residential treatment. This program in conjunction with the drug court provides group and family counseling to court ordered clients and their families as well as linkage to various social, educational and therapeutic services that offer clients employment training, housing assistance, parenting education and other services for total rehabilitation and recovery.

All funding received will continue to support the goals and objectives of the Civil Drug Court programs.

Should you require additional information regarding the Civil Drug Court, please contact me at 561-840-4824. Your continued assistance and support is greatly appreciated.

cc: Debra LeBlanc-Isaacs, Legislative Assistant

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: **Mayor Thomas Masters**

Legal Name of Organization: **City of Riviera Beach Civil Drug Court**

Program/ Activity Name: **Civil Drug Court**

Requested Amount: $**500.00**

Briefly describe the Program/Activity below **and** attach (1) letter of request or a more detailed description of the Program/Activity; (2) non-profit paperwork and (3) w-9 IRS form:

The Riviera Beach Civil Drug Court, founded by former City Councilman, Honorable Judge Edward Rogers, helps Alcohol and Drug Addicted residents receive treatment for their disease as an alternative to incarceration. Many of the program graduates return to society and become productive members of the community. Often they give back by working or volunteering in the Social Service industry to help others struggling from the disease of self-medication. Civil Drug court is held on Saturday mornings at the Port Center in Riviera Beach.

Mailing Address: 2051 Martin Luther King, Jr., Ste. 116 City: Riviera Beach State: FL zip: 33404

Contact Person(s): Felicia A. Scott, Civil Drug Program Director

Phone: (561) 840-4824 Fax: (561) 840-4828

Email Address: fascott@rivierabch.com

Name of Authorized Official: **Felicia A. Scott**

Signature of Authorized Official: _____ Date: **January 9, 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, **Mayor Thomas Masters** hereby certify that the donation to **The Riviera Beach Civil Drug Court** 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: January 9, 2013

Amount Approved: **$ 500.00**

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Revised November 2011

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category:

Subject: REQUEST FOR AN ADDITIONAL$1400.00 FROM COMMUNITY BENEFITS FOR BOBBIE E. BROOKS SCHOLARSHIP FUND

Recommendation/Motion: APPROVE WASTE MANAGEMENT COMMUNITY REQUEST FOR DONATIONS

Originating Dept.	LEGISLATIVE DEPARTMENT	**Costs:**	1400.00
User Dept.	LEGISLATIVE DEPT	**Funding Source:**	WASTE MANAGEMENT COMMUNITY BENEFITS FUND
Advertised:	No	**Budget Account Number:**	130-0101-511-1-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
TO BE ABLE TO GIVE 15 SCHOLARSHIP WINNERS $600.00 FOR THIS SEMESTER. ALL STUDENTS ARE FROM RIVIERA BEACH, FL.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	1400.00
External Revenues	

Program Income (city)

In-kind Match (city)

Net Fiscal Impact 1400.00

NO. Additional FTE Positions (cumulative)

Is Item Included in Current Budget? Yes

Budget Account NO: 130-0101-511-1-8301

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:
DOC012513_(3).pdf	Community Benefit Request for 1400.00

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: CHAIRWOMAN BILLIE BROOKS

Legal Name of Organization: _____

Program/ Activity Name: Bobbie E. Brooks Memorial Scholarship Fund

Requested Amount: 1400.00

Briefly describe the Program/Activity below **and** attach (1) letter of request or a more detailed description of the Program/Activity; (2) non-profit paperwork and (3) w-9 IRS form:

CITY OF RIVIERA BEACH BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP 2012-2013 ACADEMIC YEAR REQUESTING DONATION OF $1400.00 TO GO TO RIVIERA BEACH RESIDENTS/STUDENT SCHOLARSHIP AWARDS

Mailing Address: 600 West Blue Heron Blvd

City: Riviera Beach, FL 33404 State: Florida Zip: 33401

Contact Person(s):

Phone: 561-845-3686

Email Address: bbrooks@rivierabch.com

Name of Authorized Official: Billie E. Brooks Signature of

Authorized Official: Billie E Brooks Date: 1/25/13

****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, CHAIRWOMAN BILLIE BROOKS hereby certify that the donation to BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP FUND 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: Billie E. Brooks Date: 4/25/15

Amount Approved: $ 1400.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category:

Subject: Community Benefits donation from Councilwoman Judy Davis in the amount of $300.00 to Washington Elementary School Safety Patrol Club.

Recommendation/Motion: Approve the Waste Management Community Benefits Request for Donations to the Washington Elementary School Safety Patrol Club from Councilwoman Judy Davis in the amount of $300.00

Originating Dept.	Legislative	**Costs:**	
User Dept.		**Funding Source:**	Waste Management Community Benefits Funds
Advertised:	No	**Budget Account Number:**	130-0101-511-2-8301
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The Washington Elementary School Safety Patrol Club will be traveling to Washington, D.C. May 8-12, 2013. The trip is a reward for students maintaining at 2.5 grade point average, displaying excellent team member qualities, and showing proper care of materials and school enviroment.

II. Fiscal Impact Analysis

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013
Capital Expenditures	
Operating Costs	300
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 Funds

C. Department Fiscal Review

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments

C. Department Director Review

Contract Details

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

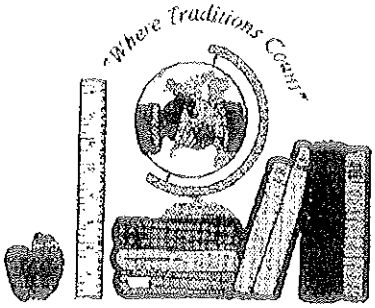
Contractor Email

Type of Contract

Describe

ATTACHMENTS:

Name:	Description:
Washington_Elementary_School_Safety_Patrol_Club.pdf	Washing Elementary School Safety Patrol Club Letter
Community_Benefits_Form_-	Community Benefits Form - Wash Elem School Safety



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

Councilwoman Judy Davis
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

Dear Council-Lady Judy Davis,

The Washington Elementary School 5th Grade Safety Patrol specializes in ewarding the student at Washington for maintaining a grade point average of 2.5 or higher, displayi excellent team member qualities, and showing proper care of materials and school environment.

The Washington Elementary faculty and administration are extremely proud of and love our 5th Grade students. We desire to take our prize Safety Patrollers to the limit by offeri ; students in the club an overnight trip of 4days and 3 nights in Washington D.C.
The cost of our trip will be $900.00 per student, bring us to a total of $22 00. This includes charter buses, air fare, field trip t-shirt, entry, hotel and park fees.

This field trip will help change opportunity, hope, self-worth and accomplishr nt that will motivate our student to the best and aim for success. Our goal is to reach each child one at time as long as we can. When you support to the students at Washington Elementary this will affect ie lives of many learners whose lives will change with the exposure beyond the classroom setting. Th aking you in advance for your donation.

The trip is scheduled for May 8-12, 2013. We appreciate your kindness toward ur students.

Respectfully,

Katrina Stephens
Safety Patrol Sponsor

Sandra Edwards
Principal

An Equal Education Opportunity Provider

Waste Manangemeand Coummmaunity Benefits Request for Donnations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to $15,000 per year ($7,500 on October 1st and $7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, the Palm Beach County Code of Ethics, or state 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 School Safety Patrol trip to Washington, D.C.

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 School Safety Patrol Club will be traveling to Washington, D.C. May 8-12, 2013. The trip is a reward for students maintaining a 2.5 grade point average, displaying excellent team member qualities, and showing proper care of materials and school enviroment.

Mailing Address: 1709 West 30th Street
City: Riviera Beach State: Florida Zip: 33404

Contact Person(s): Katrina Stephens, Safety Patrol Sponsor

Phone: (561) 494-1201 Fax: (561) 494-1250

Email Address: Katrina.Jadson@palmbeachschools.org

Name of Authorized Official Katrina Stephens

Signature of Authorized Official: _____ Date: 1/23/13

******Return the form to the Elected Official or the Legislative Office for processing.**

Waste Mannagemenent Communmunity Benefits Request for Donnadions Appproval 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: 1/23/13

Amount Approved: $ 300.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Councilman Shelby L. Lowe requests a donation of $250 be made to the Black Educators Caucus to defray the cost of a visit by Philadelphia-based child psychologist Dr. Umar Johnson.

Recommendation/Motion: Staff recommends approval of the request.

Originating Dept.	LEGISLATIVE	**Costs:**	$250
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-5-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
Dr. Jmar Johnson is a nationally know child psychologist and expert in black student achievement. The Caucus is bringing him to PBC to facilitate several workshops--with teachers, with the community, with students--on topics of interest related to City parents and students. All workshops held at Inlet Grove High 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: 130-0101-511-5-8301

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:
BEC.pdf	CB request form, non-profit documentation, letter and project explanation

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: Shelby L. Lowe

Legal Name of Organization: Black Educators Caucus of PBC

Program/ Activity Name: Visit of Dr. Umar Johnson 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:

Dr. Umar Johnson is a nationally known child psychologist who will headline a series of workshops on black student achievement and other related topics. Donation will help defray costs of his trip. Please see attached documents.

Mailing Address: 401 N. Rosemary Avenue, #C

City: West Palm Beach State: FL Zip: 33401

Contact Person(s): Ronald Leonard, president

Phone: 561-209-2770 Fax:

Email Address: blackeducatorscaucus@comcast.net

Name of Authorized Official: Ronald Leonard

Signature of Authorized Official: Ronald Leonard Date: 1/21/13

****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, Shelby L. Lowe, hereby certify that the donation to Black Educators Caucus of PBC 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: Shelby Lowe Date: 1/21/13

Amount Approved by Elected Official: $250.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

Detail by Entity Name

Florida Non Profit Corporation

BLACK EDUCATORS CAUCUS OF PALM BEACH COUNTY INC

This detail screen does not contain information about the 2013 Annual Report.

Click here to determine if a 2013 Annual Report has been filed.

Filing Information

Document Number	N10000008460
FEI/EIN Number	APPLIED
Date Filed	09/07/2010
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/27/2012
Event Effective Date	NONE

Principal Address

401 N. ROSEMARY AVE. SUITE C
WEST PALM BEACH FL 33401

Mailing Address

401 N. ROSEMARY AVE. SUITE C
WEST PALM BEACH FL 33401

Registered Agent Name & Address

LEONARD, RONALD
401 N. ROSEMARY AVE. SUITE C
WEST PALM BEACH FL 33401 US

Officer/Director Detail

Name & Address

Title P

LEONARD, RONALD
401 N. ROSEMARY AVE. SUITE C
WEST PALM BEACH FL 33401

Title VP

HARRELL, TRACY
401 N. ROSEMARY AVE. SUITE C
WEST PALM BEACH FL 33401

Title T

CARRUTHERS, VINCENT III
401 N. ROSEMARY AVE. SUITE C
WEST PALM BEACH FL 33401

Title S

SHERROD, CURTIS
401 N. ROSEMARY AVE. SUITE C
WEST PALM BEACH FL 33401

Annual Reports

Report Year	Filed Date
2011	04/29/2011
2012	12/27/2012

Document Images

12/27/2012 -- Reinstatement View image in PDF format

04/29/2011 -- ANNUAL REPORT View image in PDF format

09/07/2010 -- Domestic Non-Profit View image in PDF format

Note: This is not official record. See documents if question or conflict.

Previous on List Next on List Return To List Entity Name Search

Events **No Name History** Submit

Copyright © and Privacy Policies
State of Florida, Department of State

BBCC
Black Educators Caucus of Palm Beach County
401 N. Rosemary Avenue, #C
West Palm Beach, FL 33401
561-209-3770

November 27, 2012

Councilman Shelby L. Lowe
Riviera Beach City Hall
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

Dear Councilman Lowe,

As we are so sadly aware, the shooting tragedy recently at Newcomb Hall in Riviera Beach involved young people of African-American and Haitian-American descent who were in conflict with each other.

That conflict, we've learned, is built on what appears to be cultural misunderstanding and, unfortunately, it has spilled into our schools. We need to explore this dynamic as well as others related to student lifestyle, the achievement gap and in-school discipline.

From January 14-18, 2013, the Caucus will be hosting a series of lectures and workshops led by Dr. Umar Johnson, a nationally known child psychologist from Philadelphia and expert in black student achievement will bring ideas and proven concepts that, we hope, will help us find solutions to these thorny matters.

I am asking your support in defraying the costs of Dr. Johnson's trip. Attached, please find a bio of Dr. Johnson as well as the tentative schedule and costs of his visit to Palm Beach County. Whatever help you can provide will be greatly appreciated.

Also, please consider attending a town hall discussion with Dr. Johnson from 6 to 8 p.m. on Monday, January 14, at Inlet Grove High School, 600 W. 28th Street in Riviera Beach. Parents, community and religious leaders and elected officials have been invited.

I am available if you have any questions or suggestions at 561-201-1205.

Sincerely,

Ronald Leonard

Ronald Leonard
President

Projected Budget and Schedule
Visit of Dr. Umar Johnson*
January 14-18, 2013

Projected Logistics:
Arrive: Monday, Jan. 14, 2013
Depart: Friday, Jan. 18, 2013

Projected Budget:

Air Fare:	$ 450 (RT from Philadelphia)
Lecture/Consulting:	$2,000
Per Diem:	$250 ($50 day x 5 days)
Hotel:	$300 (not including taxes) ($75 night x 4 nights)

Estimated total: **$3000.**

***Dr. Johnson's stay may extend an extra day, depending on final logistics. This is a tentative schedule.**

Dr. Umar Abdullah-Johnson

Dr. Umar, as he is known, is a nationally certified school psychologist who practices privately throughout Pennsylvania and lectures across the country on the special educational needs of black children. He is considered a national expert on learning disabilities and their effects on black children, as well as a consultant to public schools and parents on behavior modification so as to change disruptive conduct disorder diagnoses in black boys. He specializes in working with at-risk, violent, suicidal and depressed black boys and girls. He is a widely sought-after speaker on a variety of topics related to the education of black children and on mental health in the wider black community.

Dr. Umar holds undergraduate and graduate degrees from Millersville University in Pennsylvania.

He is also a blood relative of Frederick Douglass, the great abolitionist and orator.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category:

Subject: Councilman Shelby L. Lowe requests a donation of $400 be made to the Municipal Library to pay the cost of the award for student winner of MLK Essay Contest.

Recommendation/Motion: Staff recommends approval of the request.

Originating Dept.	LEGISLATIVE	**Costs:**	$400
User Dept.	LEGISLATIVE	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	130-0101-511-5-8301
Date:			
Paper:			
Affected Parties:	Notified		

Background/Summary:
The City's 2013 MLK Celebration included an essay contest for high school students. The winner, who was announced at the Senior Citizens Luncheon, won an iPad Mini for the effort. This donation provides funds to pay for the iPad Mini plus cover. The contest was overseen by the Municipal Library.

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: 130-0101-511-5-8301

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:
LIBRARY.pdf	Community Benefits form, Essay Contest informaiton

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: Shelby L. Lowe

Legal Name of Organization: Riviera Beach Public Library

Program/ Activity Name: MLK Essay Contest Requested Amount: $ 400.00

Briefly describe the Program/Activity below **and** attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

The City's MLK 2013 Celebration included an Essay Contest for high school students. The winner, who was announced at the Senior Citizens Luncheon, won an iPad Mini for the effort. This donation provides funds to pay for the iPad Mini plus cover. The contest was overseen by the Municipal Library.

Mailing Address: 600 W. Blue Heron Boulevard

City: Riviera Beach State: FL Zip: 33404

Contact Person(s): Cynthia Cobb, chief librarian

Phone: 561-845-4195 Fax:

Email Address: ccobb@rivierabch.com

Name of Authorized Official: Cynthia Cobb

Signature of Authorized Official: Cynthia Cobb Date: 1/22/13

****Return the form to the Elected Official or the Legislative Office for processing.**

Waste Mannagemnent Communnunnity Benefits Request for Donnatiions Approvaal by Elected Official

I, Shelby L. Lowe, hereby certify that the donation to Riviera Beach Public Library 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: Shelby L. Lowe Date: 1/22/13

Amount Approved by Elected Official: $400.00

City Council Action

☐ Approved ☐ Disapproved

Chairperson's Signature: _____ Date: _____

CITY OF RIVIERA BEACH

MARTIN LUTHER KING, JR. CELEBRATION COMMITTEE

INVITES ALL HIGH SCHOOL JUNIORS & SENIORS

TO PARTICIPATE IN THE 2013 ESSAY CONTEST

THEME: "A DRUM MAJOR FOR JUSTICE, PEACE & RIGHTEOUSNESS"

OVERVIEW:

- 1,000 - 1,500 words written essay on the theme: "*A Drum Major For Justice, Peace & Righteousness*"
- *All Juniors and Seniors attending High Schools serving City of Riviera Beach*
- Grand Prize…iPad
- *Deadline: Friday, January 4, 2013*…6pm – to the Riviera Beach Municipal Library – 600 W. Blue Heron Blvd; Riviera Beach , FL - or - email Microsoft WORD document to ccobb@rivierabch.com or Contact: Cynthia Cobb @ (561) 845-4196

SUBMISSION GUIDELINES:

- ALL essay entries require a coversheet
- Written essays should be forwarded as a Microsoft Word document with the cover sheet at the beginning
- Cover sheets must include name, address, phone number and e-mail addresses

STUDENT ELIGIBILITY

- Participants must be currently enrolled in their respected institution of education
- Only one submission per student
- Individual submissions only

RULES AND TECHNICAL REQUIREMENTS

- Written essays are expected to be your original work
- Recommended length of essay is 1,000 -1,500 words (4-5pages)
- Essay should be in Microsoft Word format
- Winning participant must be willing to share the essay at the Martin Luther King , Jr. Senior Citizen Luncheon - Thursday, January 17, 2013

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: BOARD APPOINTMENT

Subject: MAYOR THOMAS MASTERS APPOINTS LYNNE L. HUBBARD TO THE RIVIERA BEACH HOUSING AUTHORITY BOARD

Recommendation/Motion: STAFF RECOMMENDS APPROVAL

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

Background/Summary:

Ms. Lynne L. Hubbard is the Executive Director of the New Community Development Group, Inc., a not-for-profit housing organization assisting residents in negotiating barriers to becoming self-sufficient. Ms. Hubbard received a Certificate of Completion for family self-sufficiency training in 1998. As an employee of the West Palm Beach Housing Authority she developed the agency's Family Self-sufficiency Program and established its after school and academic summer camp programs. Ms. Hubbard continues to be very active in Riviera Beach participating in numerous community events. The Mayor believes that her appointment to the Riviera Beach Housing Authority Board will be enhanced by her experience and thanks Ms. Hubbard for her willingness to serve this community and assist in coordinating initiatives to improve the quality of life for fellow residents.

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:
L.Hubbard_supportingdocs.pdf	Lynne Hubbard' Resume

Lynne L.Hubbard

1405 W. 23rd Street ◆ Riviera Beach, FL 33404 ◆ (561) 598-0514 ◆ lynne.hubbard@yahoo.com

Objective

My objective is to serve in a position, to provide the opportunity for low income families to access economic and social self sufficiency. Through comprehensive coordination of partnerships between public and private sector resources.

Profile

1. Developer of the Family Self Sufficiency Program for West Palm Beach Housing Authority, which designed and coordinated effective strategies to assist families in negotiating barriers to becoming economically and socially self-sufficient. Created Advisory Boards, forging partnerships with the public and private sector.

2. Designed Academic Summer Program; secured funding and supervised staff

Excel in program and organizational planning, with documented success overcoming challenges of limited resources and financial constraints to design high-quality, cost-effective and comprehensive service offerings.

3. Skilled in building community support, key coalitions and strategic interagency partnerships,backed by solid credentials in all areas of the Family Self Sufficiency Programming and equal strengths in program, personnel and case management

4. Motivated, flexible, poised, diplomatic and personable business professional with a talent for quickly mastering technology and the timely production of accurate reports to meet HUD guidelines. Accomplishments also include a college degree and a successful track record in Self Sufficiency.

5. Excellent team-building skills!

Skills Summary

- Case Planning and Management
- Project Management
- Report Preparation
- Written Correspondence
- General Office Skills
- Client Advocacy
- Community- Client Relations
- Life Skill Counseling
- Inter-Agency Partnership Referrals
- Professional Presentations
- Staff Development and Supervision

Lynne L. Hubbard

Employment History

City of Riviera Beach
March 2007- March 2009 - **Riviera Beach City Councilwoman**

Agenda included improving the quality of life for residents by instituting policies and procedures that would increase opportunities for the community to be self-sufficient.
Not limited to, but some initiatives included:

- Create a Small Local and Disadvantaged Business Board
- Project monitoring and compliance
- Local preference
- Offender –reentry and right restoration
- Neighborhood Revitalization and Beautification projects
- Voters Registration and increased civic participation
- A Greater Voter Turn Out

New Community Development Group, Inc., Greater Palm Beach County
November 2000 – Present, Volunteer Program & Executive Director

Coordinates programs to assist community residents in negotiating barriers to becoming self sufficient, programs includes a Community Self Sufficiency program, an Affordable Housing Program, coordinates collaborations for comprehensive service delivery. As Executive Director my responsibility is to oversee the day to day operations and overall management of the business.

West Palm Beach Housing Authority, West Palm Beach, Florida
July 1995- November 2000 Family Self Sufficiency Coordinator

Developed and coordinated the HUD Family Self Sufficiency Program. Through case management and the developing of action plans this program allows the resident participants to deposit any increases in their rent into an escrow account to be used for the continuing of education, the starting of businesses and homeownership. Initially served as the senior citizen service coordinator. While at the West Palm Beach Housing Authority established an after school program in order to decrease the number of latch key children. In the summer we expanded into a full academic summer camp.

Education

FLORIDA AGRICULTURAL & MECHANICAL UNIVERSITY – Tallahassee, FL
Bachelor of Science Degree, 1983

References furnished upon request

Lynne L. Hubbard

Professional Experience

COMMUNICATION: REPORTS/PRESENTATIONS/TECHNOLOGY

- Prepare complex reports for Housing Authority Boards, Advisory Boards and potential funding organizations, ensuring full compliance with agency requirements and tight deadlines.
- Author professional correspondence to Executive Directors and Advisory Board Chairs.
- Design and deliver series of classes for individuals, families, local businesses and associations, to provide career and life skills counseling and education to businesses on the benefits of hiring the residents.
- Conduct small-group sessions on Homeownership and Financial Literacy.
- Rapidly learn and master varied computer programs to be able to work more efficiently and effectively.

CUSTOMER SERVICE/MARKETING/PROBLEM SOLVING

- Oversee the day to day implementation of the program
- Develop and implement strategic marketing plan for the program:
  66 under contract, 60 on waiting list, 40 families were employed in Public Housing (voluntary program), 19 families in the Section 8 program
- Won over highly skeptical residents to attend workshops, presentations and classes for information on the benefits of the Family Self Sufficiency Program

DETAIL MASTERY & ORGANIZATION

- Manage all aspects of day-to-day operations :

  Participant scheduling for one –on- one appointment.
  Finances: budgeting and managing escrow accounts reports
  Supervision of academic summerc camp instructors and youth counselors
  Insured Compliance with HUD Section 8 Family Self Sufficiency Program Reporting and Regulations

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category:

Subject: Tiki Waterfront Sea Grill Lease Agreement Update

Recommendation/Motion: Discussion and deliberation only.

Originating Dept.	City Manager	**Costs:**	
User Dept.	City Manager	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The City Manager will provide the Mayor and City Counicl an update on the Tiki Waterfront Sea Grill Lease Agreement

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: 2/6/2013

Agenda Category:

Subject: Property Acquisition Update

Recommendation/Motion: Discussion and deliberation only.

Originating Dept.	City Manager	**Costs:**	
User Dept.	City Manager	**Funding Source:**	
Advertised:	No	**Budget Account Number:**	
Date:			
Paper:			
Affected Parties:	Not Required		

Background/Summary:
The City Manager will provide the Mayor and City Counicl with an update on the acquisition of real property located at 1481 West 15th, Street, Riviera Beach, FL

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: 2/6/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: NOTIFICATION OF THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT EXPIRATION.

Recommendation/Motion:

Originating Dept.	City Attorney	**Costs:**	
User Dept.	City Attorney	**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:
No Attachments Available	

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/6/2013

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Ocean Mall: Status Report

Recommendation/Motion:

Originating Dept.	City Attorney	**Costs:**	
User Dept.	City Attorney	**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:

No Attachments Available